# Town Council Meeting

**June 09, 2025 at 6:00 PM**

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

**Join Zoom Meeting:**
https://us06web.zoom.us/j/82096048855?pwd=TFDIEBYHeRBre0qOQWq0hNgvd80hBR.1
**Meeting ID:** 820 9604 8855 | **Passcode:** 991184

## AGENDA

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

**ROLL CALL**
Acknowledgement of Quorum Present and Proper Notice Given

**WELCOME AND INTRODUCTION OF GUESTS**

**AGENDA APPROVAL/REVIEW**

**PUBLIC QUESTION & COMMENT**
*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.*

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

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the May 27, 2025, Town Council Meeting.

2. Consideration and Approval: **Lakeside Capture Phase 1 - Stormwater Project**

3. Consideration and Approval: **E. Gardenia St. Road Reconstruction Project Proposal**

4. Consideration and Approval: **Budget Transfer 119 - PD - Golf Cart Budget Approval**

5. Consideration and Approval: **Florida Commerce (CDBG-DR) Grant HI016 - Lift Station #1 Bypass Pump Project Grant**

6. Consideration and Approval: **Florida Commerce (CDBG-DR) Grant HI018 - Lift Station #2 Bypass Pump Project Grant**

7. Consideration and Approval: **LEAD Municipal/County Cost Sharing Study**

**PUBLIC HEARING**

8. Consideration and Approval: **Esch Veterinary Office Preliminary Site Plan (PSP) Submittal**

- Town Planner will present their staff report for this agenda item.
- Applicant will be allowed to present their submittal.
- Mayor will open Public Comment and Questions for this item only.
- Mayor will close Public Comment.
- Motion to recommend the Esch Veterinary Office Preliminary Site Plan (PSP).
- Council Discussion.
- Roll Call Vote.

9. Consideration and Approval: (Transmittal Hearing) **Ordinance 2025-003 - EAR Comprehensive Plan Amendment**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 2024-09, BASED ON THE EVALUATION AND APPRAISAL OF THE TOWN'S COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; AMENDING AND UPDATING THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, PUBLIC FACILITIES ELEMENT, CONSERVATION ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONCURRENCY MANAGEMENT ELEMENT, PUBLIC SCHOOL ELEMENT, PROPERTY RIGHTS ELEMENT, AND DEFINITIONS; AUTHORIZING TRANSMITTAL TO THE FLORIDA COMMERCE DEPARTMENT; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

- Mayor will read the Ordinance title.
- Town Planner will explain Ordinance 2025-003.
- Mayor will open Public Comment and Questions for this item only.
- Mayor will close Public Comment.
- Motion to approve Transmittal of Ordinance 2025-003.
- Council Discussion.
- Roll Call Vote.

**OLD BUSINESS**

10. Consideration and Approval: **Resolution 2025-008 - Town's Electronic Sign Usage**

**NEW BUSINESS**

11. Presentation: **Woodard and Curran**

12. Consideration and Approval: **Talichet Lift Station Transfer**

13. Consideration and Approval: **Rescheduling the July 14, 2025 Town Council Meeting**

14. Consideration and Approval: **Willdan Impact Fee Study Proposals**

15. Discussion: **Road Infrastructure Funding Solutions**

16. Discussion: **Oaks Grove Development/Annexation**

17. Discussion: **Merging Infrastructure and Transportation Funds**

**DEPARTMENT REPORTS**

18. Town Hall

19. Police Department

20. Code Enforcement

21. Lake County Fire Rescue

22. Public Services Department

23. Parks & Recreation

24. Library / Community Events

25. Town Attorney

26. Finance Supervisor

27. Town Manager

**COUNCIL MEMBER COMMENT**

28. Mayor Pro Tem Everline

29. Councilor Arnold

30. Councilor Miles

31. Councilor Lannamañ

32. Mayor Wells

**ADJOURNMENT**

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

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

**Howey Town Hall** is inviting you to a scheduled Zoom meeting.
Topic: **Town Council Meeting**
Time: **Jun 9, 2025 06:00 PM Eastern Time** (US and Canada)
Join Zoom Meeting
https://us06web.zoom.us/j/82096048855?pwd=TFDIEBYHeRBre0qOQWq0hNgvd80hBR.1

Meeting ID: 820 9604 8855
Passcode: 991184
Dial by your location
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Meeting ID: 820 9604 8855
Passcode: 991184
Find your local number: https://us06web.zoom.us/u/kcgUUOP3UN

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

# Town Council Meeting

**May 27, 2025 at 6:00 PM**
**Howey-in the-Hills Town Hall**
**101 N. Palm Ave.,**
**Howey-in-the-Hills, FL 34737**

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## MINUTES

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

## ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

**MEMBERS PRESENT:**
Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ | Councilor David Miles | Mayor Graham Wells

**STAFF PRESENT:**
Sean O'Keefe, Town Manager | Tom Wilkes, Town Attorney (via Zoom) | Rick Thomas, Police Chief | Michael Giddens, Police Department Lieutenant | Public Services Director, Morgan Cates | Oscar Ojeda, Finance Supervisor | Amanda Moldan, Library Director | John Brock, Deputy Town Manager / Town Clerk

## WELCOME AND INTRODUCTION OF GUESTS

None

## AGENDA APPROVAL/REVIEW

**Motion made by Mayor Wells to move agenda item #4 (Consideration and Approval: Library Board Member Selection) to appear directly after the Consent Agenda; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

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

**Motion made by Councilor Miles to approve the meeting's agenda as amended; seconded by Councilor Arnold. Motion approved unanimously by voice vote.**

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

**PUBLIC QUESTION & COMMENT**

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**William Sullivan, 26336 S.R. 19, Howey-in-the-Hills (*unincorporated Lake County*)** – County resident and Town property owner William Sullivan informed the Town Council of a proposed rezoning by Lake County that would allow R-4 residential development on land situated just across the bridge entering Howey-in-the-Hills. He voiced concern that the new zoning would permit narrow, 50-foot-wide lots with minimal setbacks, significantly altering the visual and environmental character of the Town's entrance and affecting the adjacent lakefront. He further noted that the County's staff report indicated the Town had "no comment" on the proposal, prompting him to raise the matter directly with the Council. Mr. Sullivan emphasized the potential long-term consequences of inaction, including a visually dense "tunnel effect" at the Town's gateway. He referenced condemnation history at Cypress Point to clarify that existing dense development in the area was not by original design.

Councilor Miles responded by supporting Mr. Sullivan's concerns and advocating for the annexation of the parcels in question, which, he stated, qualify as enclaves. Councilor Miles explained recent changes to state law that complicate involuntary annexation but expressed that the Town should begin exploring annexation options, whether through owner petition or county agreement, to exert land use control and ensure appropriate development standards. Councilor Miles emphasized that Town-led utility extensions could reduce the cost barriers to annexation, and that the Town has already required developers near the subject area to size infrastructure to serve future annexation zones.

Mr. Sullivan confirmed that he owns one of the nearby properties and had previously looked into annexation but found it cost-prohibitive due to utility issues. Town Manager, Sean O'Keefe, clarified that Mr. Sullivan's property is not currently contiguous to the Town boundary, but noted that broader infrastructure expansion could reduce that obstacle. The discussion revealed that water lines are already being extended to nearby developments, and Councilor Miles suggested staff examine the feasibility of annexing both enclave areas for future Council discussion.

The conversation then shifted briefly to a procedural issue: Council members questioned how the Town came to have "no comment" on the rezoning. Mr. O'Keefe clarified that the matter had been routed to the Town's legal counsel and planner, but no formal objection had been raised, though the issue had not been elevated to the Council level. Councilors expressed concern regarding that oversight and discussed improving awareness of such communications in the future.

Finally, Councilor Miles requested a formal discussion on the annexation issue be added to the agenda for the first Council meeting in June. Mr. O'Keefe added that the Town is currently working with the County to draft revisions to the Town's Interlocal Service Boundary Agreement (ISBA), which may offer a path forward for non-contiguous voluntary annexation, important for areas like Cedar Creek and Drake Point, where geographic barriers prevent direct contiguity.

**Jerry Baliukas, 26407 Savage Circle, Howey-in-the-Hills (*unincorporated Lake County*)** – County resident and Cypress Point homeowner, Mr. Jerry Baliukas, addressed the Town Council to voice his opposition to the proposed Lake County rezoning that would permit 49 homes on a 16-acre parcel near the bridge into Howey-in-the-Hills. Speaking as the vice president of the Cypress Point Homeowners Association, Mr. Baliukas emphasized the adverse effects the proposed high-density development would have on traffic congestion at the already-burdened intersection near Savage Circle, where residents often wait extended periods to exit the neighborhood. He stressed the incompatibility of the proposed zoning with the existing character of Cypress Point, whose 19 residents have worked hard to maintain a well-kept, low-density community.

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Mayor Pro Tem Everline expressed agreement with Mr. Baliukas' concerns, while Councilor Miles reiterated his longstanding interest in exploring annexation of the enclave areas to provide greater Town oversight over adjacent development. Councilor Miles asked Mr. Baliukas about his community's openness to annexation, acknowledging concerns over higher millage rates but pointing to benefits such as police, water, and wastewater service from the Town. Mr. Baliukas replied that annexation had only come up twice at HOA meetings, once negatively, and once more neutrally, and that many of the original residents had moved away, making it difficult to gauge current sentiment.

Councilor Miles went on to explain the Town's more restrictive land use regulations, including recent changes to require larger lot sizes in new developments. He noted that adjacent properties, including the undeveloped Thompson Grove property, fell within the Town limits and were subject to these stricter standards, which have already discouraged developers seeking smaller lots. Mr. Baliukas added that the proposed rezoning extends down to the lakefront, which further heightened community concern.

A discussion followed about the timing of the County Planning and Zoning Board hearing, scheduled for June 4, and the need for the Town to submit formal opposition. Council members expressed a desire for the Town to prepare a statement or position against the rezoning, citing incompatibility with surrounding land uses, overburdened infrastructure, and the importance of protecting the Town's rural gateway character.

Councilor Lannamañ questioned the feasibility of fitting 49 homes on 16.6 acres, while Councilors Miles and Arnold raised concerns about density escalation in transitional areas. Councilor Arnold emphasized the broader issue of preserving rural land in Lake County, suggesting the Town should advocate for maintaining agricultural zoning in such areas.

The Council concluded with consensus on opposing the County's proposed rezoning and expressed interest in revisiting annexation strategies to ensure compatible development on lands near the Town's border. The Town Council reached consensus on the importance of formally voicing opposition to the development. Mayor Wells emphasized the need for the Town's position to be heard by the County's Planning and Zoning Board and suggested that either a Council member or staff representative attend the June 4th meeting. Councilor Miles volunteered to attend and proposed that multiple Council members be present in their individual capacities. Mr. O'Keefe committed to preparing a written statement of opposition. This letter would be submitted in advance to the County and distributed digitally to the Town Council for reference.

**CONSENT AGENDA**

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1. The approval of the minutes and ratification and confirmation of all Town Council actions at the May 12, 2025, Town Council Meeting.

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

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

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**NEW BUSINESS** ***(AGENDA ITEM #4 MOVED TO APPEAR DIRECTLY AFTER THE CONSENT AGENDA DURING THE AGENDA APPROVAL PORTION OF THE MEETING)***

4. Consideration and Approval: **Library Board Member Selection**

The Town Council considered two applicants, Mr. Gavin Scheel and Mrs. Tara Hall, for a vacancy on the Library Board following the departure of Mrs. Gwendolyn McIlvaine. Town Manager, Sean O'Keefe, explained that both applicants were residents of the Town and that the staff made no specific recommendation, instead encouraging the Council to evaluate the applicants' qualifications and potential contributions.

Mr. Scheel, a 19-year-old Town resident and library volunteer, expressed his interest in gaining experience and helping promote library events to residents who may not use social media or visit the building regularly. Mayor Pro Tem Everline praised Mr. Scheel's character, civic involvement, and familiarity with library operations, stating his belief that such opportunities help young adults grow into future community leaders. Other council members acknowledged Mr. Scheel's enthusiasm and engagement but also noted his limited experience.

Mrs. Hall, the Town's recently retired Library Director, highlighted her extensive experience and her current service on the Lake County Library Advisory Board. She expressed interest in contributing to program development and improving public outreach. Council members recognized her substantial qualifications and longstanding involvement with the Town's library system.

Discussion ensued regarding how to support both candidates, including the possibility of appointing Mr. Scheel as a non-voting intern or mentee. Councilor Lannamañ asked Mrs. Hall whether she would be willing to mentor Mr. Scheel, to which she agreed.

**Motion made by Councilor Miles to appoint Gavin Scheel to the open Library Board seat; seconded by Mayor Pro Tem Everline. Motion failed by roll call vote.**

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

**Motion made by Councilor Lannamañ to appoint Tara Hall to the open Library Board seat; seconded by Councilor Arnold. Motion approved by roll call vote.**

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

Mayor Wells and several council members took time to commend Mr. Scheel for his application, encouraging him to remain involved and pursue future leadership opportunities within the Town. Mrs. Hall was officially appointed to the Library Board, and the Council expressed appreciation to both candidates for their willingness to serve.

**PUBLIC HEARING**

2. Consideration and Approval: (Second Reading) **Ordinance 2025-001 - CIP Amendment**

Town Manager, Sean O'Keefe, outlined minor corrections and clarifications since the first reading, including proper categorization of funding sources for the finger piers (corrected to General Fund) and the boat ramp dock replacement (corrected to Infrastructure Fund). He also clarified language related to



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library impact fees and confirmed that costs related to Water Treatment Plant #3, including a 12-inch pipeline, were fully incorporated into the estimated $10.25 million project cost.

Councilor Miles raised objections to the reallocation of road improvement funds, specifically the reduction of FY26 funding for road reconstruction from $215,000 to $150,000, and the omission of the previously budgeted E. Holly St. project from the current year's CIP. Councilor Miles argued that transportation and infrastructure funds had been mishandled, expenditures were moved into the newly created transportation fund, but corresponding revenues were not, resulting in an artificial shortfall. Councilor Miles called for the reinstatement of the E. Holly St. project in the FY24-25 plan and proposed funding three major projects (E. Holly St., the boat ramp dock replacement, and all finger piers) through a five-year revenue bond to capitalize on economies of scale and address long-standing infrastructure neglect.

Mayor Wells and Councilor Lannamañ countered that, while road repairs were important, financial prudence was also necessary. Mayor Wells noted the Town had increased CIP spending overall and emphasized the need to prioritize safety repairs to the Town's deteriorating dock. Councilor Lannamañ acknowledged the validity of Councilor Miles's concerns but advocated for proceeding with the CIP as presented and revisiting the specific funding for E. Holly St. during upcoming budget discussions.

After extended debate, Councilor Lannamañ moved to approve the CIP ordinance as presented at the second reading, with Councilor Miles seconding the motion under the understanding that funding for Gardenia St. and E Holly St. would be reconsidered in future budget discussions.

**Motion made by Councilor Lannamañ to approve Ordinance 2025-001; seconded by Councilor Miles. Motion approved unanimously by roll call vote.**

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

The Council also agreed that mid-year budget amendments would provide a mechanism to adjust funding allocations for specific capital projects as needed.

Before concluding the item, Public Services Director, Morgan Cates, distributed additional budget preparation materials and received commendation from the Council for his contributions to project implementation and infrastructure oversight.

## OLD BUSINESS

3. Consideration and Approval: **SRO Agreement FY 25-26**

The Town Council held an extended and in-depth discussion regarding the proposed renewal of the School Resource Officer (SRO) agreement with the Lake County School Board for fiscal year 2025-2026. The Town Manager, Mr. Sean O'Keefe, presented numerous supporting documents including financial analyses, correspondence, and memos from Town staff, which illustrated a range of projected costs and varying conclusions regarding the extent to which the Town was subsidizing the program. Estimates of the Town's subsidization ranged from $22,000 to over $100,000, depending on the methodology and assumptions used.

Councilor Miles distributed his own analysis and voiced support for continuing the contract, citing both the public safety benefits and strategic value of maintaining a 10-officer department in anticipation of future Town growth. Councilor Miles moved to approve the agreement as written. Mayor Pro Tem Everline seconded the motion and recommended staff continue discussions with school officials to seek



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additional cost sharing. Both emphasized the operational and strategic advantages of retaining the three SROs.

Mayor Wells, while praising the police department and acknowledging the importance of school safety, argued against contract renewal. Mayor Wells emphasized fiscal responsibility and advocated reallocating funds currently used to subsidize the SROs to improve officer salaries and reduce turnover. Mayor Wells noted that the majority of students at the three schools served by the Town's SROs reside outside the Town limits, and that the Sheriff's Office or other agencies would still fulfill the statutory requirement for school security if the Town opted out. Mayor Wells pointed to consistent officer attrition, the lack of long-term benefit to the Town from having SROs unavailable for community policing 10 months out of the year, and stated that the opportunity to shift funding could help address retention more effectively.

Police Chief, Rick Thomas, spoke in favor of retaining the SRO program and addressed several misconceptions. Chief Thomas clarified that SRO assignments are voluntary, and the contract allows their withdrawal in emergencies. He also warned that downsizing the department could jeopardize future grant opportunities and increase pension costs per officer. Chief Thomas stressed that officer retention challenges were real and worsening but maintained that removing programs like the SRO contract was not a guaranteed solution to the problem.

Mayor Wells opened Public Comment for this item only.

**Diana Ballou, 1005 N. Tangerine Ave.** - Resident Diana Ballou delivered a prepared statement expressing strong opposition to the proposed removal of SRO funding from local schools. Drawing on her background as a retired teacher, she underscored the critical safety role that SROs play, referencing national tragedies such as Sandy Hook and Columbine to highlight the potential risks of reducing on-campus law enforcement presence. She emphasized that the familiarity and trust built between SROs and students are vital, especially in times of crisis. Mrs. Ballou asserted that protecting students should remain a top priority, regardless of how many reside within the Town limits. Additionally, she voiced her opposition to transitioning to the Florida Retirement System (FRS), citing concerns about the financial burden it could place on taxpayers amid already high living costs.

In response, Mayor Wells acknowledged the importance of school safety, and the emotional bonds formed between SROs and students. However, he reiterated that, under state law, security coverage would remain in place even if the Town opted not to renew its SRO contract, likely being filled by the Lake County Sheriff's Office. He noted that staff turnover was an unavoidable reality, pointing to the recent departure of an SRO to a neighboring municipality for higher pay. Mayor Wells concluded that such transitions inherently disrupt established bonds regardless of which agency provides the officers, and he stressed that student safety would still be ensured.

**Ann Griffin, 215 E. Laurel Ave.** - Resident Ann Griffin voiced her agreement with the earlier remarks made by Mrs. Diana Ballou, stating her support for maintaining School Resource Officers in local schools and expressing opposition to enrolling the Town in the Florida Retirement System (FRS). She noted that the FRS had already been considered and rejected twice in prior discussions and did not believe it was necessary.

Mayor Wells responded by clarifying that FRS enrollment was not an active proposal on the table but rather a topic he wished to revisit in the future as part of broader evaluations, including healthcare costs. He emphasized that any such review would consider the needs of all Town staff, not just specific departments.

Councilor Miles further elaborated on the FRS issue, explaining that, while it provides expanded opportunities for employee mobility, it could also make it easier for existing staff to leave for other agencies. He highlighted the high cost associated with FRS participation, noting the current high-risk



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contribution rate exceeds 34% of salary, significantly higher than the Town's current pension program under Chapter 185. He acknowledged past Council decisions to forgo FRS due to its financial impact, while leaving open the possibility of future discussion.

Mayor Wells concluded by reiterating that the central issue under consideration was the renewal of the SRO contract for the upcoming fiscal year, and not the broader question of FRS participation.

**Tom Ballou, 1005 N. Tangerine Ave.** – Resident Tom Ballou expressed his appreciation for the Town's efforts to be fiscally responsible but cautioned against the assumption that removing the SROs would result in meaningful savings. He pointed out that, if the Town withdrew from the agreement, the Lake County Sheriff's Office would likely assume the responsibility, potentially at a higher cost, which would ultimately be borne by taxpayers through county taxes. Mr. Ballou emphasized that, while he dislikes tax increases as much as anyone, he believes strongly in funding essential services such as fire and police protection, particularly when it comes to ensuring the safety of schoolchildren. He concluded by reaffirming his support for maintaining the Town's SRO program.

**Joshua Husemann, 671 Avila Pl.** – Resident Joshua Husemann, an employee with Lake County Virtual School, shared insights into the financial challenges currently facing the Lake County School District. He explained that, despite population growth in the region, the school system is projecting the loss of 1,500 students and a resulting $35 million budget deficit over the next two years. Mr. Husemann detailed how these cuts are already affecting staffing levels, including his own department, which is being reduced from 26 to 12 teachers.

He cautioned the Town Council against withdrawing from the School Resource Officer (SRO) agreement at a time when the school system is under severe financial pressure. He acknowledged that, while the Guardian program or other arrangements would ensure continued security presence in the schools, the district is unlikely to absorb additional costs if Howey withdraws. Mr. Husemann suggested that even approaching the district to negotiate could be ineffective, given the broader efforts underway to reduce expenditures. He urged the Council to carefully consider the wider context before making a decision that might shift costs without yielding meaningful savings.

**Andi Everline, 1012 N. Lakeshore Blvd.** – Resident Andi Everline spoke in strong support of retaining the Town's SROs. A retired teacher, Mrs. Everline emphasized the critical importance of consistency in the lives of children, particularly those who may lack stable support at home. She praised fellow resident Diana Ballou's earlier remarks and aligned herself with the sentiments expressed by Mr. Tom Ballou regarding the value of school safety and the legitimacy of using tax dollars for this purpose.

Mrs. Everline rejected the notion that the number of Howey-in-the-Hills students enrolled at the schools should influence the decision, asserting that it was morally inappropriate to frame public safety in such narrow terms. She drew a parallel to other public services, such as the library, which serve children from surrounding areas without discrimination. Concluding her remarks, she expressed full confidence in the Police Chief's judgment and advocated for continued support of the SRO program.

Mayor Wells closed Public Comment for this item.

As the meeting approached the two-and-a-half-hour mark, Mayor Wells requested a motion to extend the session to allow continued discussion. Councilor Miles inquired about the proposed extension time, and it was clarified that the rules of order prescribe a standard meeting length of two and a half hours, concluding at 8:30 p.m. Mayor Pro Tem Everline moved to extend the meeting until 9:10 p.m., with the option to extend further if needed. Mayor Wells seconded the motion, and it was approved by unanimous voice vote.

Councilor Arnold used the discussion surrounding the School Resource Officer (SRO) contract as an opportunity to introduce a broader and more strategic topic: determining the appropriate force structure



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for the Howey-in-the-Hills Police Department. He suggested that the Town should evaluate how many officers are truly needed, what roles they should fulfill, and whether some positions could be staffed on a reserve or part-time basis, similar to military or larger law enforcement agency models such as those used by Orange County. Councilor Arnold encouraged engaging the police department fully in this analysis and learning from the practices of other jurisdictions, particularly in light of the Town's projected growth. He advocated for future discussions, especially during the upcoming budget cycle, to define the optimal size and structure of the police force.

The Council agreed that broader discussions regarding police force structure, staffing levels, and compensation strategies would continue as part of the upcoming budget process.

**Motion made by Councilor Miles to approve the SRO Agreement FY25-26; seconded by Mayor Pro Tem Everline. Motion approved by roll call vote.**

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

## NEW BUSINESS

4. Consideration and Approval: **Library Board Member Selection**

   *(AGENDA ITEM #4 MOVED TO APPEAR DIRECTLY AFTER THE CONSENT AGENDA DURING THE AGENDA APPROVAL PORTION OF THE MEETING)*

5. Consideration and Approval: **T-Mobile Lease Extension Request**

   **Motion made by Councilor Miles to approve the T-Mobile Lease Extension Agreement; seconded by Mayor Pro Tem Everline. Motion approved unanimously by roll call vote.**

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

6. Consideration and Approval: **Resolution 2025-008 - Town's Electronic Sign Usage**

   **Motion made by Councilor Miles to table this item to the next Town Council meeting; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

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

## DEPARTMENT REPORTS

7. Town Manager

   Town Manager, Sean O'Keefe, informed the Council that the Town had just received a proposal related to impact fees shortly before the meeting and that this item would be addressed in the near future. He also provided an update on the Request for Proposals (RFP) for the new water treatment plant, noting that the extensive 610-page document was nearly complete, with only ten clarification items remaining before it could be finalized and posted publicly. The intention is to release the RFP during the month of June.



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In response, Councilor Miles inquired about the original target date for posting the RFP, recalling it was initially scheduled for April 1st or shortly thereafter. Mr. O'Keefe confirmed that the original deadline was April 30th, placing the current timeline approximately two to three months behind schedule.

**COUNCIL MEMBER COMMENT**

8. Mayor Pro Tem Everline

   None

9. Councilor Arnold

   None

10. Councilor Miles

    Councilor Miles asked about when Woodard and Curran would be making a presentation before the Town Council. Mr. O'Keefe stated that they would come before Town Council during the first meeting in June.

11. Councilor Lannamañ

    Councilor Reneé Lannamañ began her remarks by commending Town staff for their work on a recent community event, which she described as well-executed and especially welcoming to families and children. She acknowledged that some attendees had criticized the event for being overly focused on youth activities but countered that children and families are essential to the Town's growth and vitality. She praised the event as the best one yet and thanked staff for their efforts.

    Councilor Lannamañ then raised concerns about the performance of GFL, the Town's waste collection service provider. She requested a copy of the current contract for review, citing ongoing issues with inconsistent pickup times and missed collections. She expressed frustration that, following a holiday, the service did not resume promptly, leaving residents with delayed trash removal. In response, Mayor Wells noted that the prior Monday had been a holiday, and Councilor Miles clarified that the GFL contract does not require next-day pickup in such cases. Councilor Arnold confirmed that the observed schedule aligns with standard practice for major Monday holidays. Councilor Lannamañ, reflecting on her ongoing adjustment to Florida's systems, acknowledged the differences from her previous experiences in New York.

12. Mayor Wells

    Mayor Wells concluded the meeting with a brief update, reminding the Council that updated budget documents (pie charts) had been distributed following a request from a previous meeting. These documents now included both the actual budgeted figures and corresponding percentages for revenues and expenditures, in response to a Council member's earlier suggestion.

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**ADJOURNMENT**

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

The Meeting adjourned at 9:15 p.m. | **Attendees: 47**

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Graham Wells, CMC, Mayor

ATTEST:

_____

John Brock, Town Clerk

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# Town Council Meeting

**May 27, 2025 at 6:00 PM**
**Howey-in the-Hills Town Hall**
**101 N. Palm Ave.,**
**Howey-in-the-Hills, FL 34737**

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## MINUTES

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

## ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

**MEMBERS PRESENT:**
Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ | Councilor David Miles | Mayor Graham Wells

**STAFF PRESENT:**
Sean O'Keefe, Town Manager | Tom Wilkes, Town Attorney (via Zoom) | Rick Thomas, Police Chief | Michael Giddens, Police Department Lieutenant | Public Services Director, Morgan Cates | Oscar Ojeda, Finance Supervisor | Amanda Moldan, Library Director | John Brock, Deputy Town Manager / Town Clerk

## WELCOME AND INTRODUCTION OF GUESTS

None

## AGENDA APPROVAL/REVIEW

**Motion made by Mayor Wells to move agenda item #4 (Consideration and Approval: Library Board Member Selection) to appear directly after the Consent Agenda; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

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

**Motion made by Councilor Miles to approve the meeting's agenda as amended; seconded by Councilor Arnold. Motion approved unanimously by voice vote.**

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

**PUBLIC QUESTION & COMMENT**

*Any person wishing to address the Mayor and Town Council and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker. The general Public Question & Comment period will be limited to a maximum of thirty (30) minutes unless extended by the Presiding Officer.*

**William Sullivan, 26336 S.R. 19, Howey-in-the-Hills (*unincorporated Lake County*)** – County resident and Town property owner William Sullivan informed the Town Council of a proposed rezoning by Lake County that would allow R-4 residential development on land situated just across the bridge entering Howey-in-the-Hills. He voiced concern that the new zoning would permit narrow, 50-foot-wide lots with minimal setbacks, significantly altering the visual and environmental character of the Town's entrance and affecting the adjacent lakefront. He further noted that the County's staff report indicated the Town had "no comment" on the proposal, prompting him to raise the matter directly with the Council. Mr. Sullivan emphasized the potential long-term consequences of inaction, including a visually dense "tunnel effect" at the Town's gateway. He referenced condemnation history at Cypress Point to clarify that existing dense development in the area was not by original design.

Councilor Miles responded by supporting Mr. Sullivan's concerns and advocating for the annexation of the parcels in question, which, he stated, qualify as enclaves. Councilor Miles explained recent changes to state law that complicate involuntary annexation but expressed that the Town should begin exploring annexation options, whether through owner petition or county agreement, to exert land use control and ensure appropriate development standards. Councilor Miles emphasized that Town-led utility extensions could reduce the cost barriers to annexation, and that the Town has already required developers near the subject area to size infrastructure to serve future annexation zones.

Mr. Sullivan confirmed that he owns one of the nearby properties and had previously looked into annexation but found it cost-prohibitive due to utility issues. Town Manager, Sean O'Keefe, clarified that Mr. Sullivan's property is not currently contiguous to the Town boundary, but noted that broader infrastructure expansion could reduce that obstacle. The discussion revealed that water lines are already being extended to nearby developments, and Councilor Miles suggested staff examine the feasibility of annexing both enclave areas for future Council discussion.

The conversation then shifted briefly to a procedural issue: Council members questioned how the Town came to have "no comment" on the rezoning. Mr. O'Keefe clarified that the matter had been routed to the Town's legal counsel and planner, but no formal objection had been raised, though the issue had not been elevated to the Council level. Councilors expressed concern regarding that oversight and discussed improving awareness of such communications in the future.

Finally, Councilor Miles requested a formal discussion on the annexation issue be added to the agenda for the first Council meeting in June. Mr. O'Keefe added that the Town is currently working with the County to draft revisions to the Town's Interlocal Service Boundary Agreement (ISBA), which may offer a path forward for non-contiguous voluntary annexation, important for areas like Cedar Creek and Drake Point, where geographic barriers prevent direct contiguity.

**Jerry Baliukas, 26407 Savage Circle, Howey-in-the-Hills (*unincorporated Lake County*)** – County resident and Cypress Point homeowner, Mr. Jerry Baliukas, addressed the Town Council to voice his opposition to the proposed Lake County rezoning that would permit 49 homes on a 16-acre parcel near the bridge into Howey-in-the-Hills. Speaking as the vice president of the Cypress Point Homeowners Association, Mr. Baliukas emphasized the adverse effects the proposed high-density development would have on traffic congestion at the already-burdened intersection near Savage Circle, where residents often wait extended periods to exit the neighborhood. He stressed the incompatibility of the proposed zoning with the existing character of Cypress Point, whose 19 residents have worked hard to maintain a well-kept, low-density community.

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Mayor Pro Tem Everline expressed agreement with Mr. Baliukas' concerns, while Councilor Miles reiterated his longstanding interest in exploring annexation of the enclave areas to provide greater Town oversight over adjacent development. Councilor Miles asked Mr. Baliukas about his community's openness to annexation, acknowledging concerns over higher millage rates but pointing to benefits such as police, water, and wastewater service from the Town. Mr. Baliukas replied that annexation had only come up twice at HOA meetings, once negatively, and once more neutrally, and that many of the original residents had moved away, making it difficult to gauge current sentiment.

Councilor Miles went on to explain the Town's more restrictive land use regulations, including recent changes to require larger lot sizes in new developments. He noted that adjacent properties, including the undeveloped Thompson Grove property, fell within the Town limits and were subject to these stricter standards, which have already discouraged developers seeking smaller lots. Mr. Baliukas added that the proposed rezoning extends down to the lakefront, which further heightened community concern.

A discussion followed about the timing of the County Planning and Zoning Board hearing, scheduled for June 4, and the need for the Town to submit formal opposition. Council members expressed a desire for the Town to prepare a statement or position against the rezoning, citing incompatibility with surrounding land uses, overburdened infrastructure, and the importance of protecting the Town's rural gateway character.

Councilor Lannamañ questioned the feasibility of fitting 49 homes on 16.6 acres, while Councilors Miles and Arnold raised concerns about density escalation in transitional areas. Councilor Arnold emphasized the broader issue of preserving rural land in Lake County, suggesting the Town should advocate for maintaining agricultural zoning in such areas.

The Council concluded with consensus on opposing the County's proposed rezoning and expressed interest in revisiting annexation strategies to ensure compatible development on lands near the Town's border. The Town Council reached consensus on the importance of formally voicing opposition to the development. Mayor Wells emphasized the need for the Town's position to be heard by the County's Planning and Zoning Board and suggested that either a Council member or staff representative attend the June 4th meeting. Councilor Miles volunteered to attend and proposed that multiple Council members be present in their individual capacities. Mr. O'Keefe committed to preparing a written statement of opposition. This letter would be submitted in advance to the County and distributed digitally to the Town Council for reference.

**CONSENT AGENDA**

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

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the May 12, 2025, Town Council Meeting.

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

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

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**NEW BUSINESS** ***(AGENDA ITEM #4 MOVED TO APPEAR DIRECTLY AFTER THE CONSENT AGENDA DURING THE AGENDA APPROVAL PORTION OF THE MEETING)***

4. Consideration and Approval: **Library Board Member Selection**

The Town Council considered two applicants, Mr. Gavin Scheel and Mrs. Tara Hall, for a vacancy on the Library Board following the departure of Mrs. Gwendolyn McIlvaine. Town Manager, Sean O'Keefe, explained that both applicants were residents of the Town and that the staff made no specific recommendation, instead encouraging the Council to evaluate the applicants' qualifications and potential contributions.

Mr. Scheel, a 19-year-old Town resident and library volunteer, expressed his interest in gaining experience and helping promote library events to residents who may not use social media or visit the building regularly. Mayor Pro Tem Everline praised Mr. Scheel's character, civic involvement, and familiarity with library operations, stating his belief that such opportunities help young adults grow into future community leaders. Other council members acknowledged Mr. Scheel's enthusiasm and engagement but also noted his limited experience.

Mrs. Hall, the Town's recently retired Library Director, highlighted her extensive experience and her current service on the Lake County Library Advisory Board. She expressed interest in contributing to program development and improving public outreach. Council members recognized her substantial qualifications and longstanding involvement with the Town's library system.

Discussion ensued regarding how to support both candidates, including the possibility of appointing Mr. Scheel as a non-voting intern or mentee. Councilor Lannamañ asked Mrs. Hall whether she would be willing to mentor Mr. Scheel, to which she agreed.

**Motion made by Councilor Miles to appoint Gavin Scheel to the open Library Board seat; seconded by Mayor Pro Tem Everline. Motion failed by roll call vote.**

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

**Motion made by Councilor Lannamañ to appoint Tara Hall to the open Library Board seat; seconded by Councilor Arnold. Motion approved by roll call vote.**

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

Mayor Wells and several council members took time to commend Mr. Scheel for his application, encouraging him to remain involved and pursue future leadership opportunities within the Town. Mrs. Hall was officially appointed to the Library Board, and the Council expressed appreciation to both candidates for their willingness to serve.

**PUBLIC HEARING**

2. Consideration and Approval: (Second Reading) **Ordinance 2025-001 - CIP Amendment**

Town Manager, Sean O'Keefe, outlined minor corrections and clarifications since the first reading, including proper categorization of funding sources for the finger piers (corrected to General Fund) and the boat ramp dock replacement (corrected to Infrastructure Fund). He also clarified language related to

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library impact fees and confirmed that costs related to Water Treatment Plant #3, including a 12-inch pipeline, were fully incorporated into the estimated $10.25 million project cost.

Councilor Miles raised objections to the reallocation of road improvement funds, specifically the reduction of FY26 funding for road reconstruction from $215,000 to $150,000, and the omission of the previously budgeted E. Holly St. project from the current year's CIP. Councilor Miles argued that transportation and infrastructure funds had been mishandled, expenditures were moved into the newly created transportation fund, but corresponding revenues were not, resulting in an artificial shortfall. Councilor Miles called for the reinstatement of the E. Holly St. project in the FY24-25 plan and proposed funding three major projects (Road Repair Program, the boat ramp dock replacement, and all finger piers) through a five-year revenue bond to capitalize on economies of scale and address long-standing infrastructure neglect.

Mayor Wells and Councilor Lannamañ countered that, while road repairs were important, financial prudence was also necessary. Mayor Wells noted the Town had increased CIP spending overall and emphasized the need to prioritize safety repairs to the Town's deteriorating dock. Councilor Lannamañ acknowledged the validity of Councilor Miles's concerns but advocated for proceeding with the CIP as presented and revisiting the specific funding for E. Holly St. during upcoming budget discussions.

After extended debate, Councilor Lannamañ moved to approve the CIP ordinance as presented at the second reading, with Councilor Miles seconding the motion under the understanding that funding for Gardenia St. and E Holly St. would be reconsidered in future budget discussions.

**Motion made by Councilor Lannamañ to approve Ordinance 2025-001; seconded by Councilor Miles. Motion approved unanimously by roll call vote.**

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

The Council also agreed that mid-year budget amendments would provide a mechanism to adjust funding allocations for specific capital projects as needed.

Before concluding the item, Public Services Director, Morgan Cates, distributed additional budget preparation materials and received commendation from the Council for his contributions to project implementation and infrastructure oversight.

## OLD BUSINESS

3. Consideration and Approval: **SRO Agreement FY 25-26**

The Town Council held an extended and in-depth discussion regarding the proposed renewal of the School Resource Officer (SRO) agreement with the Lake County School Board for fiscal year 2025-2026. The Town Manager, Mr. Sean O'Keefe, presented numerous supporting documents including financial analyses, correspondence, and memos from Town staff, which illustrated a range of projected costs and varying conclusions regarding the extent to which the Town was subsidizing the program. Estimates of the Town's subsidization ranged from $22,000 to over $100,000, depending on the methodology and assumptions used.

Councilor Miles distributed his own analysis and voiced support for continuing the contract, citing both the public safety benefits and strategic value of maintaining a 10-officer department in anticipation of future Town growth. Councilor Miles moved to approve the agreement as written. Mayor Pro Tem Everline seconded the motion and recommended staff continue discussions with school officials to seek



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additional cost sharing. Both emphasized the operational and strategic advantages of retaining the three SROs.

Mayor Wells, while praising the police department and acknowledging the importance of school safety, argued against contract renewal. Mayor Wells emphasized fiscal responsibility and advocated reallocating funds currently used to subsidize the SROs to improve officer salaries and reduce turnover. Mayor Wells noted that the majority of students at the three schools served by the Town's SROs reside outside the Town limits, and that the Sheriff's Office or other agencies would still fulfill the statutory requirement for school security if the Town opted out. Mayor Wells pointed to consistent officer attrition, the lack of long-term benefit to the Town from having SROs unavailable for community policing 10 months out of the year, and stated that the opportunity to shift funding could help address retention more effectively.

Police Chief, Rick Thomas, spoke in favor of retaining the SRO program and addressed several misconceptions. Chief Thomas clarified that SRO assignments are voluntary, and the contract allows their withdrawal in emergencies. He also warned that downsizing the department could jeopardize future grant opportunities and increase pension costs per officer. Chief Thomas stressed that officer retention challenges were real and worsening but maintained that removing programs like the SRO contract was not a guaranteed solution to the problem.

Mayor Wells opened Public Comment for this item only.

**Diana Ballou, 1005 N. Tangerine Ave.** - Resident Diana Ballou delivered a prepared statement expressing strong opposition to the proposed removal of SRO funding from local schools. Drawing on her background as a retired teacher, she underscored the critical safety role that SROs play, referencing national tragedies such as Sandy Hook and Columbine to highlight the potential risks of reducing on-campus law enforcement presence. She emphasized that the familiarity and trust built between SROs and students are vital, especially in times of crisis. Mrs. Ballou asserted that protecting students should remain a top priority, regardless of how many reside within the Town limits. Additionally, she voiced her opposition to transitioning to the Florida Retirement System (FRS), citing concerns about the financial burden it could place on taxpayers amid already high living costs.

In response, Mayor Wells acknowledged the importance of school safety, and the emotional bonds formed between SROs and students. However, he reiterated that, under state law, security coverage would remain in place even if the Town opted not to renew its SRO contract, likely being filled by the Lake County Sheriff's Office. He noted that staff turnover was an unavoidable reality, pointing to the recent departure of an SRO to a neighboring municipality for higher pay. Mayor Wells concluded that such transitions inherently disrupt established bonds regardless of which agency provides the officers, and he stressed that student safety would still be ensured.

**Ann Griffin, 215 E. Laurel Ave.** - Resident Ann Griffin voiced her agreement with the earlier remarks made by Mrs. Diana Ballou, stating her support for maintaining School Resource Officers in local schools and expressing opposition to enrolling the Town in the Florida Retirement System (FRS). She noted that the FRS had already been considered and rejected twice in prior discussions and did not believe it was necessary.

Mayor Wells responded by clarifying that FRS enrollment was not an active proposal on the table but rather a topic he wished to revisit in the future as part of broader evaluations, including healthcare costs. He emphasized that any such review would consider the needs of all Town staff, not just specific departments.

Councilor Miles further elaborated on the FRS issue, explaining that, while it provides expanded opportunities for employee mobility, it could also make it easier for existing staff to leave for other agencies. He highlighted the high cost associated with FRS participation, noting the current high-risk

contribution rate exceeds 34% of salary, significantly higher than the Town's current pension program under Chapter 185. He acknowledged past Council decisions to forgo FRS due to its financial impact, while leaving open the possibility of future discussion.

Mayor Wells concluded by reiterating that the central issue under consideration was the renewal of the SRO contract for the upcoming fiscal year, and not the broader question of FRS participation.

**Tom Ballou, 1005 N. Tangerine Ave.** – Resident Tom Ballou expressed his appreciation for the Town's efforts to be fiscally responsible but cautioned against the assumption that removing the SROs would result in meaningful savings. He pointed out that, if the Town withdrew from the agreement, the Lake County Sheriff's Office would likely assume the responsibility, potentially at a higher cost, which would ultimately be borne by taxpayers through county taxes. Mr. Ballou emphasized that, while he dislikes tax increases as much as anyone, he believes strongly in funding essential services such as fire and police protection, particularly when it comes to ensuring the safety of schoolchildren. He concluded by reaffirming his support for maintaining the Town's SRO program.

**Joshua Husemann, 671 Avila Pl.** – Resident Joshua Husemann, an employee with Lake County Virtual School, shared insights into the financial challenges currently facing the Lake County School District. He explained that, despite population growth in the region, the school system is projecting the loss of 1,500 students and a resulting $35 million budget deficit over the next two years. Mr. Husemann detailed how these cuts are already affecting staffing levels, including his own department, which is being reduced from 26 to 12 teachers.

He cautioned the Town Council against withdrawing from the School Resource Officer (SRO) agreement at a time when the school system is under severe financial pressure. He acknowledged that, while the Guardian program or other arrangements would ensure continued security presence in the schools, the district is unlikely to absorb additional costs if Howey withdraws. Mr. Husemann suggested that even approaching the district to negotiate could be ineffective, given the broader efforts underway to reduce expenditures. He urged the Council to carefully consider the wider context before making a decision that might shift costs without yielding meaningful savings.

**Andi Everline, 1012 N. Lakeshore Blvd.** – Resident Andi Everline spoke in strong support of retaining the Town's SROs. A retired teacher, Mrs. Everline emphasized the critical importance of consistency in the lives of children, particularly those who may lack stable support at home. She praised fellow resident Diana Ballou's earlier remarks and aligned herself with the sentiments expressed by Mr. Tom Ballou regarding the value of school safety and the legitimacy of using tax dollars for this purpose.

Mrs. Everline rejected the notion that the number of Howey-in-the-Hills students enrolled at the schools should influence the decision, asserting that it was morally inappropriate to frame public safety in such narrow terms. She drew a parallel to other public services, such as the library, which serve children from surrounding areas without discrimination. Concluding her remarks, she expressed full confidence in the Police Chief's judgment and advocated for continued support of the SRO program.

Mayor Wells closed Public Comment for this item.

As the meeting approached the two-and-a-half-hour mark, Mayor Wells requested a motion to extend the session to allow continued discussion. Councilor Miles inquired about the proposed extension time, and it was clarified that the rules of order prescribe a standard meeting length of two and a half hours, concluding at 8:30 p.m. Mayor Pro Tem Everline moved to extend the meeting until 9:10 p.m., with the option to extend further if needed. Mayor Wells seconded the motion, and it was approved by unanimous voice vote.

Councilor Arnold used the discussion surrounding the School Resource Officer (SRO) contract as an opportunity to introduce a broader and more strategic topic: determining the appropriate force structure



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for the Howey-in-the-Hills Police Department. He suggested that the Town should evaluate how many officers are truly needed, what roles they should fulfill, and whether some positions could be staffed on a reserve or part-time basis, similar to military or larger law enforcement agency models such as those used by Orange County. Councilor Arnold encouraged engaging the police department fully in this analysis and learning from the practices of other jurisdictions, particularly in light of the Town's projected growth. He advocated for future discussions, especially during the upcoming budget cycle, to define the optimal size and structure of the police force.

The Council agreed that broader discussions regarding police force structure, staffing levels, and compensation strategies would continue as part of the upcoming budget process.

**Motion made by Councilor Miles to approve the SRO Agreement FY25-26; seconded by Mayor Pro Tem Everline. Motion approved by roll call vote.**

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

## NEW BUSINESS

4. Consideration and Approval: **Library Board Member Selection**

   *(AGENDA ITEM #4 MOVED TO APPEAR DIRECTLY AFTER THE CONSENT AGENDA DURING THE AGENDA APPROVAL PORTION OF THE MEETING)*

5. Consideration and Approval: **T-Mobile Lease Extension Request**

   **Motion made by Councilor Miles to approve the T-Mobile Lease Extension Agreement; seconded by Mayor Pro Tem Everline. Motion approved unanimously by roll call vote.**

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

6. Consideration and Approval: **Resolution 2025-008 - Town's Electronic Sign Usage**

   **Motion made by Councilor Miles to table this item to the next Town Council meeting; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.**

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

## DEPARTMENT REPORTS

7. Town Manager

   Town Manager, Sean O'Keefe, informed the Council that the Town had just received a proposal related to impact fees shortly before the meeting and that this item would be addressed in the near future. He also provided an update on the Request for Proposals (RFP) for the new water treatment plant, noting that the extensive 610-page document was nearly complete, with only ten clarification items remaining before it could be finalized and posted publicly. The intention is to release the RFP during the month of June.



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In response, Councilor Miles inquired about the original target date for posting the RFP, recalling it was initially scheduled for April 1st or shortly thereafter. Mr. O'Keefe confirmed that the original deadline was April 30th, placing the current timeline approximately two to three months behind schedule.

**COUNCIL MEMBER COMMENT**

8. Mayor Pro Tem Everline

   None

9. Councilor Arnold

   None

10. Councilor Miles

    Councilor Miles asked about when Woodard and Curran would be making a presentation before the Town Council. Mr. O'Keefe stated that they would come before Town Council during the first meeting in June.

11. Councilor Lannamañ

    Councilor Reneé Lannamañ began her remarks by commending Town staff for their work on a recent community event, which she described as well-executed and especially welcoming to families and children. She acknowledged that some attendees had criticized the event for being overly focused on youth activities but countered that children and families are essential to the Town's growth and vitality. She praised the event as the best one yet and thanked staff for their efforts.

    Councilor Lannamañ then raised concerns about the performance of GFL, the Town's waste collection service provider. She requested a copy of the current contract for review, citing ongoing issues with inconsistent pickup times and missed collections. She expressed frustration that, following a holiday, the service did not resume promptly, leaving residents with delayed trash removal. In response, Mayor Wells noted that the prior Monday had been a holiday, and Councilor Miles clarified that the GFL contract does not require next-day pickup in such cases. Councilor Arnold confirmed that the observed schedule aligns with standard practice for major Monday holidays. Councilor Lannamañ, reflecting on her ongoing adjustment to Florida's systems, acknowledged the differences from her previous experiences in New York.

12. Mayor Wells

    Mayor Wells concluded the meeting with a brief update, reminding the Council that updated budget documents (pie charts) had been distributed following a request from a previous meeting. These documents now included both the actual budgeted figures and corresponding percentages for revenues and expenditures, in response to a Council member's earlier suggestion.

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**ADJOURNMENT**

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

The Meeting adjourned at 9:15 p.m. | **Attendees: 47**

_____
Graham Wells, CMC, Mayor

ATTEST:

_____

John Brock, Town Clerk

DRAFT

**Date:** 6/2/2025

**To:** Mayor and Town Council

**From:** Morgan Cates

**Re:** Consideration and Approval: **Lakeside Capture Phase 1 - Stormwater Project**

**Objective:**

To secure the contract/agreement with **Dale Beasley for the Lakeside Capture Phase 1 - Stormwater Project** and to approve the **First Amendment to Lake County Water Authority Stormwater Grant Program Agreement to Fund Town of Howey-in-The-Hills Lakeside Capture – Phase 1 Project**.

**Summary:**

The Town of Howey-in-the-Hills originally awarded RFB #2024-001 for the Lakeside Capture Phase 1 – Stormwater Project based on submitted bids. However, due to the length of time required to secure supplemental grant funding from the Lake County Water Authority (LCWA), there has been a cost escalation associated with critical project components—most notably the Water Quality Unit (WQU) structure. This has resulted in a proposed contract increase of $7,448.13 above the original bid amount.

While this increase reflects inflationary pressures on construction materials, the successful award of LCWA grant funding significantly mitigates the Town's fiscal responsibility. The grant will reduce the Town's share of the project cost from $195,414.00 to $54,440.13, a savings of $140,973.87.

Funding for this project is programmed in the Fiscal Year 2025 Budget and will be drawn from the General Fund (001), specifically the Stormwater Maintenance Account (538), under the "Other Contractual Services" line item (Object 340). This account currently holds an appropriation of $259,250 designated for stormwater-related improvements.

Staff recommends approval of the revised contract amount in light of the substantial fiscal offset provided by LCWA grant funds and the importance of moving forward with stormwater infrastructure enhancements.

**Recommended Motions:**

1. Motion to approve the **Dale Beasley Updated Lakeside Capture Agreement** and the **First Amendment to Lake County Water Authority Stormwater Grant Program Agreement to Fund Town of Howey-in-The-Hills Lakeside Capture – Phase 1 Project**.

**Fiscal Impact:**

Project: Lakeside Capture Stormwater Project:

Total Cost: $195,414.00
LCWA Grant 75%: $140,974.00
Howey 25% Share: $46,992.00 + $7,448.13 = $54,440.13

**Staff Recommendation:**

Staff recommends approval of the Dale Beasley Contract and the First Amendment to the Lake County Water Authority (LCWA) Grant Agreement. These actions will allow the Town to proceed with the Lakeside Capture Phase 1 – Stormwater Project while leveraging grant funding to reduce the Town's fiscal impact.

**FIRST AMENDMENT TO LAKE COUNTY WATER AUTHORITY**
**STORMWATER GRANT PROGRAM AGREEMENT**
**TO FUND TOWN OF HOWEY-IN-THE-HILLS**
**LAKESIDE CAPTURE – PHASE 1 PROJECT**

This First Amendment to Lake County Water Authority Stormwater Grant Program Agreement to fund Lakeside Capture – Phase 1 Project (the "Agreement"), made and entered into by and between the Lake County Water Authority ("LCWA"), a special district of Lake County, Florida authorized and governed by Chapter 2022-245, Laws of Florida and Chapter 24 of the Lake County Code, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "Authority", through its Board of Trustees, and the Town of Howey-in-the-Hills ("Howey"), whose address is 101 N. Palm Ave., Howey-in-the-Hills, Florida 34737, hereinafter referred to as Grantee or Recipient.

**WHEREAS**, the Authority and Howey entered into the Agreement on June 1, 2023; and

**WHEREAS**, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

**NOW THEREFORE**, the Agreement is hereby revised, as shown in strike through and underline format, as follows:

2. This Agreement shall begin upon the date it has been executed by both parties and terminate no later than ~~twenty-four (24) months thereafter~~ December 1, 2025. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.

3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed ~~**$82,280 (Eighty-two thousand Two hundred and Eighty Dollars)**~~ **$140,974 (One hundred forty thousand nine hundred and seventy four dollars) or** ~~**74.8% (Seventy-four and eight-tenths percent)**~~ **75% (Seventy five percent)** of the design, permitting, and construction PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A,** Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of ~~**$27,720 (Twenty seven thousand seven hundred and Twenty Dollars)**~~ **$46,992 (Forty six thousand nine hundred and ninety two dollars) or** ~~**25.2% (Twenty five and two-tenths percent)**~~ **25% (Twenty five percent)** of the design, permitting, and construction PROJECT costs described in **Attachment A.** Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

In **WITNESS WHEREOF**, the parties hereto, or their lawful representatives have executed this First Amendment to Lake County Water Authority Stormwater Grant Program Agreement to fund Lakeside Capture- Phase I Project on the day and year set forth next to their signatures below.

LAKE COUNTY WATER AUTHORITY

_____
Witness / Date

_____
Bobby Bonilla, Executive Director / Date
Federal ID# 59-6018003

TOWN OF HOWEY-IN-THE-HILLS

_____
City Clerk / Date

_____
Mayor / Date
Federal ID# 59-1061566

# *DALE BEASLEY CONSTRUCTION*

**111 E CENTRAL AVE, SUITE A** **Phone 407-616-8769**
**HOWIE IN THE HILLS, FL 34737**

## LAKESIDE CAPTURE UPDATED

| Proposal For: | Date | Job No. |
|---|---|---|
| CITY OF HOWEY IN THE HILLS | 5/28/2025 | |
| **Engineer** | **Plan Date** | **Revision** |
| GRIFFEY ENGINEERING | 8/13/2024 | |

| | | # OF UNITS | UNIT TYPE | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| | **MISC ITEMS** | | | | |
| 1 | MOBILIZATION / GENERAL CONDITIONS | 1 | LS | 5,419.51 | $5,419.51 |
| 2 | MOT | 1 | LS | 2,589.77 | $2,589.77 |
| 3 | NPDES PERMIT | 1 | LS | 950.00 | $950.00 |
| 4 | GEO TESTING | 1 | LS | 2,500.00 | $2,500.00 |
| 5 | SILT FENCE | 80 | LF | 3.00 | $240.00 |
| 6 | CERTIFIED AS-BUILTS | 1 | LS | 2,489.40 | $2,489.40 |
| 7 | CONSTRUCTION LAY-OUT | 1 | LS | 3,535.73 | $3,535.73 |
| 8 | STRIP SITE | 320 | SY | 4.40 | $1,408.00 |
| 9 | HAUL-OFF SPOILS | 54 | CY | 19.45 | $1,050.30 |
| 10 | DEMO SIDEWALK | 300 | SF | 3.65 | $1,095.00 |
| 11 | PLUG & PUMP EXISTING STORM PIPE | 1 | LS | 6,081.77 | $6,081.77 |
| 12 | CLEAN EXISTING STORM PIPE | 1 | LS | 2,560.00 | $2,560.00 |
| 13 | DEWATERING | 1 | LS | 13,525.00 | $13,525.00 |
| 14 | CONTECH STRUCTURE | 1 | LS | 92,000.94 | $92,000.94 |
| 14 | CONTECH STRUCTURE COST INCREASE | 1 | LS | 7,450.74 | $7,450.74 |
| 15 | SAWCUT ASPHALT | 336 | LF | 4.75 | $1,596.00 |
| 16 | OPEN CUT & REPAIR 12'x20' @ STRUCTURE | 1 | LS | 15,316.39 | $15,316.39 |
| 17 | EXCAVATE & GRADE FOR CURB | 1 | LS | 2,799.69 | $2,799.69 |
| 18 | 12" STABILIZED SUBGRADE FOR CURB | 108 | SY | 65.09 | $7,029.72 |
| 19 | TYPE F CURB | 323 | LF | 38.25 | $12,354.75 |
| 20 | CURB FLUME | 1 | EA | 5,106.29 | $5,106.29 |
| 21 | 4" SIDEWALK 3000 W/FIBER | 300 | SF | 8.00 | $2,400.00 |
| 22 | IMPORT & PLACE FILL | 90 | CY | 22.00 | $1,980.00 |
| 23 | FINE GRADE FOR SOD | 1 | LS | 1,856.00 | $1,856.00 |
| 24 | SOD DISTURBED | 420 | SY | 4.95 | $2,079.00 |
| | **SUB-TOTAL** | | | | **$195,414.00** |
| | **TOTAL** | | | | **$195,414.00** |

**NOTES**

*SITEWORK*

1) Construction staking inclusive of contract items only.
2) No handling or removal of Hazardous waste or substandard soil (MUCK) removal included unless specified.
3) No allowance has been made for the relocation of endangered plants or animals.
4) Construction Testing by others to be coordinated with Dale Beasley Construction.

*UTILITIES/ STORM SEWER*

1) Relocation conflicting utilities by others, if required (power poles, conduits, etc.)
2) Meters and boxes by others.
3) No Laser Profiling of storm included or anticipated

*ADMINISTRATION*

1) This proposal is valid for 30 days from bid date.
2) Proposal inclusive of line items only.

3) No permits included, If required they can be obtained and charged by change order
4) Signs Quoted Meet County Standards Only Not Decorative
5) Dumpster pad by others
6) The prices stated in this proposal are based on supplier pricing in effect on the date of this proposal. Due to the volatility of the market these prices are subject to adjustment in the event manufacturing pricing is increased and/or surcharges are imposed on products shipped

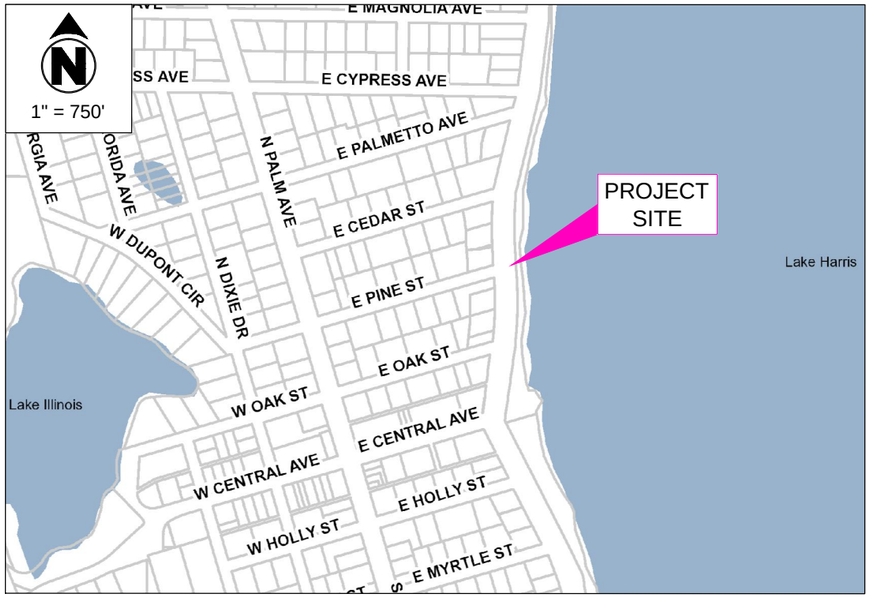
APPROVED DATE

# LAKESIDE CAPTURE
# PHASE 1

INDEX


1. COVER
2. SURVEY
3. IMPROVEMENT PLAN
4. NOTES
5. DETAILS
6. DETAILS


## VICINITY MAP

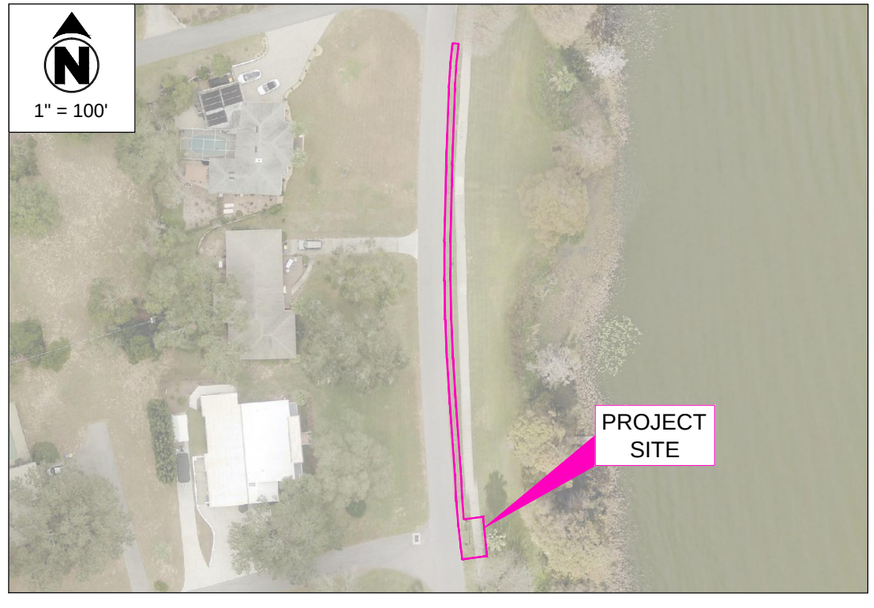



**CALL BEFORE YOU DIG:**

Sunshine 811

11 Plantation Road
DeBary, FL 32713
Admin: (386) 575-2000
Locates: 811 or (800) 432-4770

## AERIAL MAP





DONALD A. GRIFFEY
FLORIDA 038799

GRIFFEY ENGINEERING, INC.
36202 E Eldorado Lake Drive
Eustis, FLORIDA 32736
(352) 409-0640

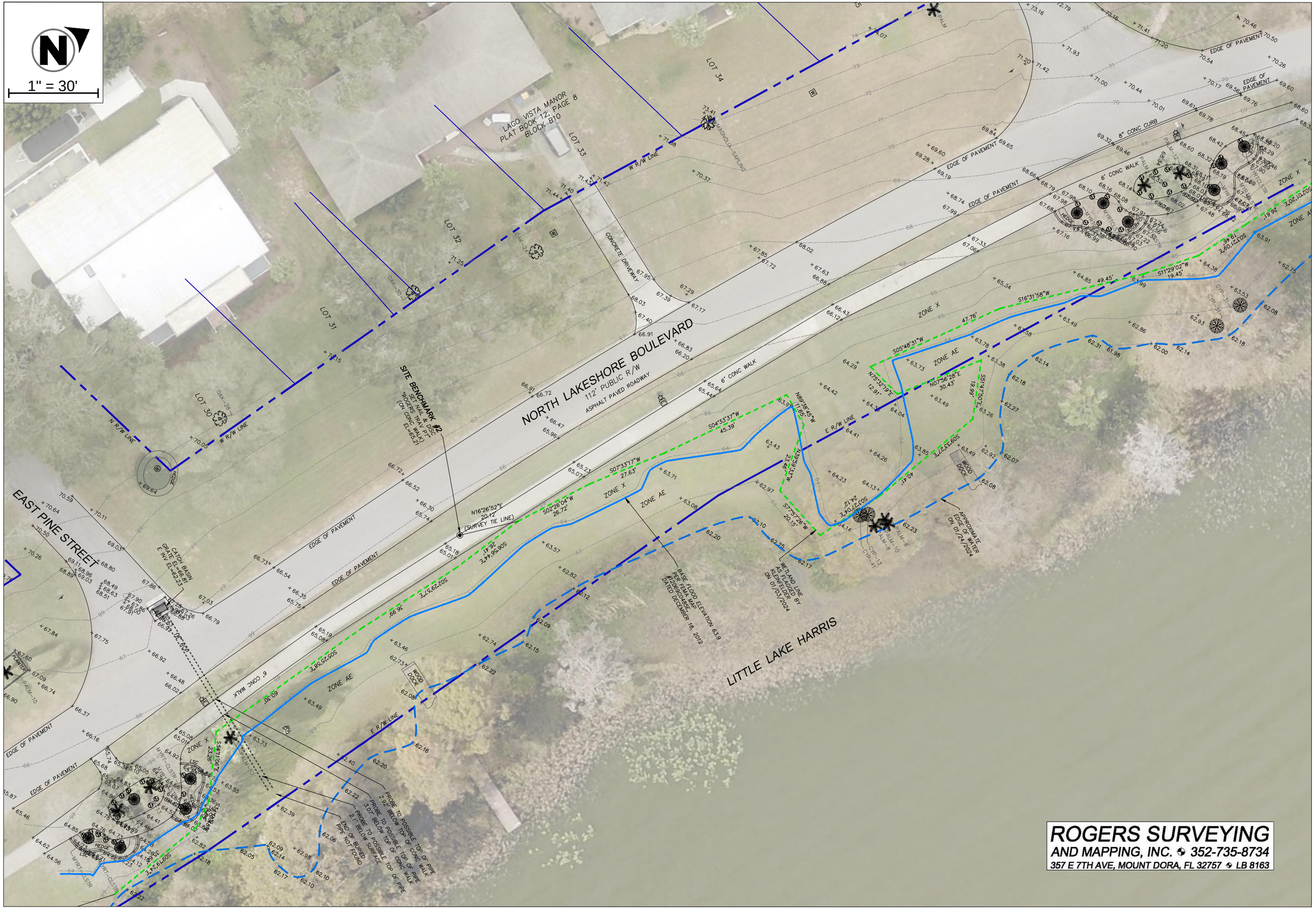
TOWN OF
HOWEY-IN-THE-HILLS
101 N. PALM AVENUE
P.O. BOX 128
HOWEY-IN-THE-HILLS, FL 34737
(352) 324-2290


LAKESIDE CAPTURE
PHASE 1

COVER

| Date | Drawn By: |
|---|---|
| | DAG |
| | Drawing #: |
| | LAKESIDE CAPTURE |
| | Project #: |
| | 15028 |
| | Scale: |
| 08-13-2024 | AS |

SHEET 1




GRIFFEY ENGINEERING, INC.
36202 E Eldorado Lake Drive
Eustis, Florida 32736
[352] 409-0640

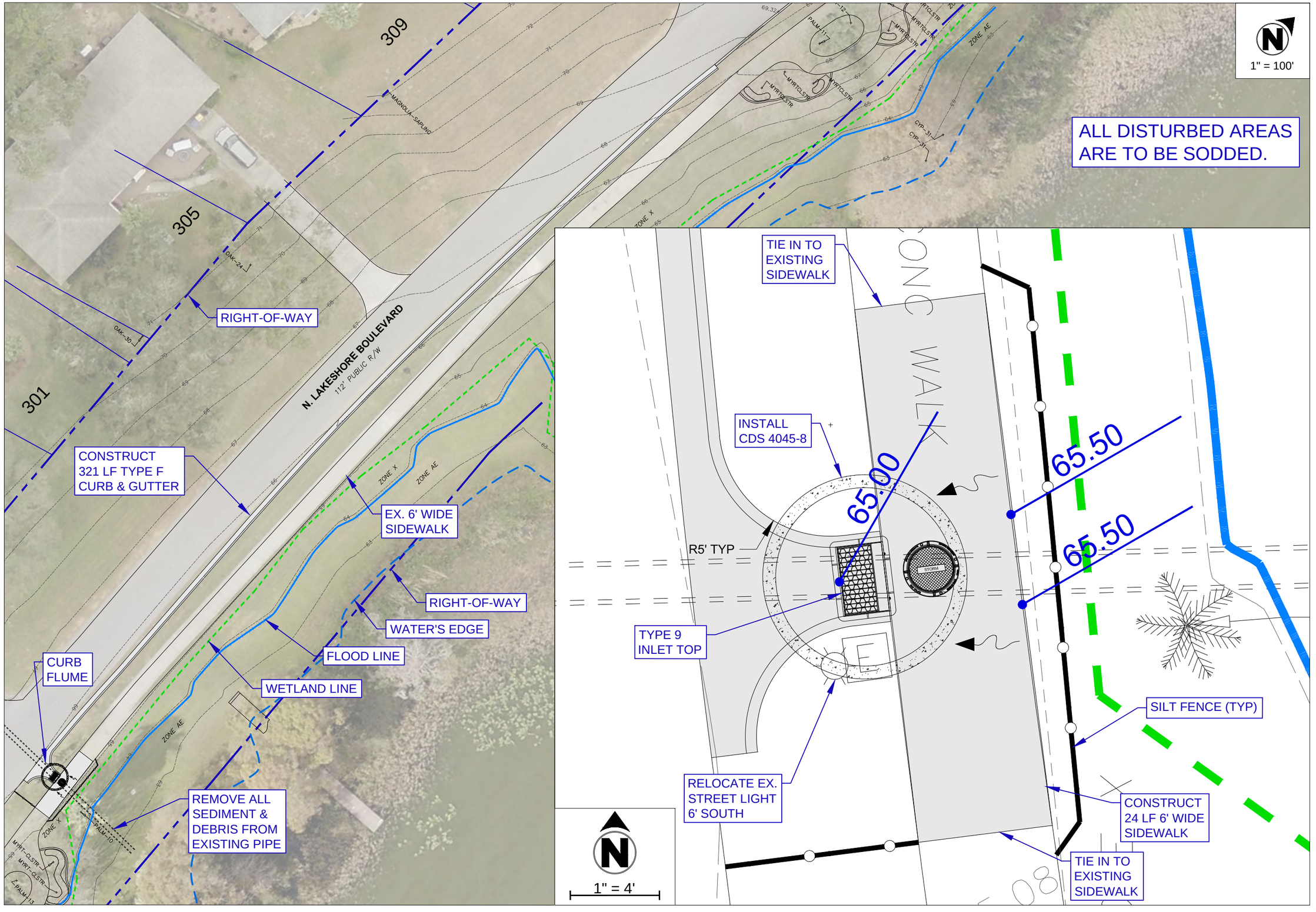
TOWN OF
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HOWEY-IN-THE-HILLS, FL 34737
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LAKESIDE CAPTURE
PHASE 1

SURVEY

| Date | Drawn By: |
|---|---|
| | DAG |
| | Drawing #: |
| | LAKESIDE CAPTURE |
| | Project #: |
| | 15028 |
| | Scale: |
| 08-13-2024 | |

SHEET 2 | 32




DONALD A. GRIFFEY
FLORIDA 0387991

GRIFFEY ENGINEERING, INC.
36202 E Eldorado Lake Drive
Eustis, Florida 32736
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HOWEY-IN-THE-HILLS, FL 34737
[352] 324-2290

LAKESIDE CAPTURE
PHASE 1

IMPROVEMENT PLAN

| Date | Drawn By: |
|---|---|
| | DAG |
| | Drawing #: |
| | LAKESIDE CAPTURE |
| | Project #: |
| | 15028 |
| | Scale: |
| 08-13-2024 | AS |

SHEET 3 | 33

## GENERAL NOTES

A. ALL MATERIALS, INSTALLATION, TESTING, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, F.D.O.T. STANDARD PLANS, LATEST EDITION, AND THE TOWN'S CONSTRUCTION SPECIFICATION MANUAL FOR STORMWATER AND FOR ROADWAYS.

B. PAVEMENT SHALL MEAN ALL ASPHALT AND BASE ASSOCIATED WITH A DRIVING SURFACE AS SHOWN ON THE CONSTRUCTION PLANS.

C. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER THAT WILL SUCCESSFULLY ACCOMPLISH THE INTENDED DESIGN WITH MINIMAL IMPACT TO EXISTING CONDITIONS. ANY CONSTRUCTION ACTIVITY PERFORMED WITHOUT PRIOR WRITTEN APPROVAL FROM THETOWN THAT IS DEEMED EXCESSIVELY DISRUPTIVE TO EXISTING CONDITIONS OF THE SURROUNDING AREA AND/OR SIGNIFICANTLY DEVIATES FROM THE LIMITS OF CONSTRUCTION AS SET FORTH BY THESE CONSTRUCTION PLANS SHALL BE CONSIDERED AS PART OF THE ORIGINAL WORK AND NO ADDITIONAL COMPENSATION SHALL BE GIVEN TO RESTORE THE DISTURBED AREA(S).

D. APPARENT ERRORS, DISCREPANCIES OR OMISSIONS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION WITHIN A REASONABLE TIME FRAME, LESS THAN 48 HOURS AFTER DISCOVERED. ADVANTAGE WILL NOT BE TAKEN OF APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE DESIGN.

## PUBLIC NOTIFICATION

A. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO ALL RESIDENCES ADJACENT TO THE PROJECT LIMITS. WITHIN A MINIMUM OF 14 CALENDAR DAYS PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PROVIDE TO THE TOWN A COPY OF THE NOTIFICATION WITH A LIST OF THE PARTIES CONTACTED. THIS NOTICE SHALL INCLUDE, AT A MINIMUM, THE ANTICIPATED CONSTRUCTION SCHEDULE, MAINTENANCE OF TRAFFIC PLAN AND ANY IMPACTS, PERMANENT OR TEMPORARY, TO THE SUBJECT RESIDENCE AND ITS ADJACENT AREA. CONTRACTOR SHALL PROVIDE CONTACT INFO INCLUDING NAME OF PROJECT MANAGER AND TELEPHONE NUMBER.

## TRAFFIC CONTROLS

A. EXISTING STREETS AND DRIVEWAYS SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

B. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL INCLUDING SIGNAGE AND FLAGMEN AS NEEDED THROUGHOUT CONSTRUCTION OF THE PROJECT.

C. MAINTENANCE OF TRAFFIC SHALL ADHERE TO FDOT STANDARD PLANS INDEX 102-601, 102-602, 102-603. ALL ROADS SHALL BE OPEN TO TRAFFIC WITH NO PERMANENT LANE CLOSURES ALLOWED. CONTRACTOR SHALL CONFORM TO THE LATEST EDITIONS OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AS APPLICABLE.

D. ANY TEMPORARY ROAD CLOSURE REQUIRES AN AUTHORIZATION REQUEST MADE TO THE TOWN WITH AT LEAST THREE (3) DAYS NOTICE PRIOR TO CLOSURE. NO CLOSURE SHALL TAKE PLACE WITHOUT APPROVAL BY THE TOWN. CONTRACTOR SHALL SUPPLY ALL SIGNAGE AND TRAFFIC CONTROL ASSOCIATED WITH THE CLOSURE.

## UTILITIES

A. THE UTILITIES SHOWN IN THE CONSTRUCTION PLANS MAY NOT BE ALL OF THE UTILITIES ON SITE. UNLESS OTHERWISE NOTED, THE LOCATION OF UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. CALL SUNSHINE 811 AT 1-800-432-4770 TO CONFIRM UTILITY LOCATIONS.

B. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITIES PRIOR TO CONSTRUCTION AND COORDINATING UTILITY RELOCATION WITH THE PROJECT CONSTRUCTION.

## TREES, LANDSCAPING & APPURTENANCES

A. ALL TREES ARE TO BE PRESERVED UNLESS OTHERWISE NOTED IN THE PLANS.

B. CONTRACTOR SHALL REPLACE LANDSCAPING, IRRIGATION, AND/OR ROADSIDE APPURTENANCES (SIGNS, MAILBOXES, ETC) THAT ARE REMOVED OR DESTROYED DURING CONSTRUCTION. IRRIGATION REPAIR SHALL OCCUR WITHIN 24HOURS OF DISRUPTION UNLESS OTHERWISE DIRECTED BY THE TOWN.

DONALD A. GRIFFEY
FLORIDA 038799

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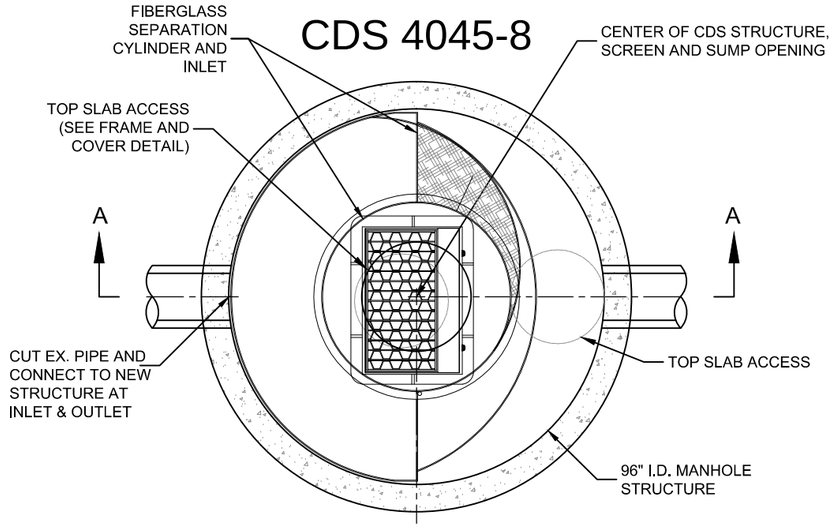
TOWN OF
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[352] 324-2290

LAKESIDE CAPTURE
PHASE 1

NOTES

| Date | Drawn By: |
|---|---|
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| | LAKESIDE CAPTURE |
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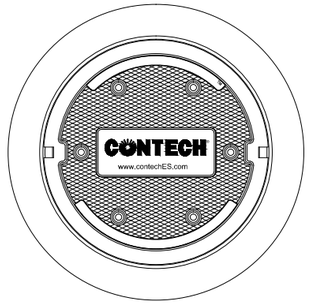
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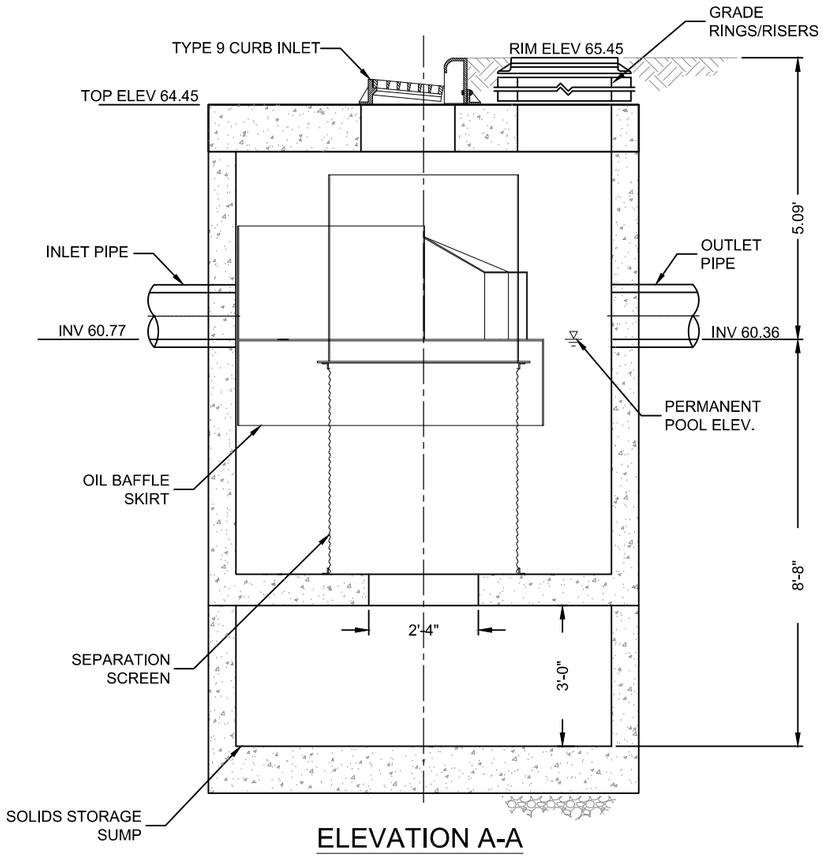

## PLAN VIEW B-B
N.T.S.

CONTECH ENGINEERED SOLUTIONS LLC
www.contechES.com

THIS PRODUCT MAY BE PROTECTED BY ONE OR MORE OF THE FOLLOWING U.S. PATENTS: 6,788,846; 6,641,720; 6,511,595; 6,581,783; RELATED FOREIGN PATENTS, OR OTHER PATENTS PENDING.




## FRAME AND COVER
(DIAMETER VARIES)
N.T.S.




## ELEVATION A-A
N.T.S.

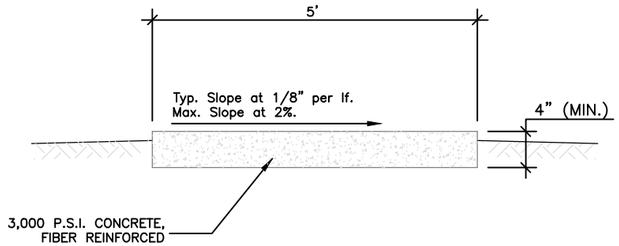
GENERAL NOTES

1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. DIMENSIONS MARKED WITH ( ) ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
3. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.contechES.com
4. CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
5. STRUCTURE SHALL MEET AASHTO HS20 AND CASTINGS SHALL MEET HS20 (AASHTO M 306) LOAD RATING, ASSUMING GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
6. PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.

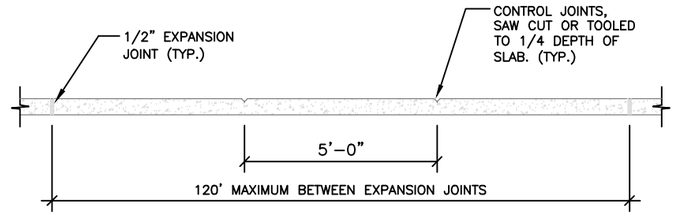
INSTALLATION NOTES

A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED).
C. CONTRACTOR TO ADD JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS, AND ASSEMBLE STRUCTURE.
D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN.
E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

# SIDEWALKS




SECTION




PROFILE

# SIDEWALK NOTES

## SIDEWALK CONSTRUCTION- GENERAL NOTES

1. SIDEWALKS, BIKE PATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3,000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, OR ADJACENT EASEMENT DEDICATED FOR SIDEWALK USE, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 3 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND. UNDER NO CIRCUMSTANCES WILL THE SIDEWALK EXCEED ADA MAXIMUM GRADES.
4. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 120 FEET IN SIDEWALKS AND BIKE PATHS. JOINT MATERIAL SHALL BE AS SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
5. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE, OR SAW-CUT WITHIN 24 HOURS OF PLACEMENT, TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 5 FEET, WHICHEVER IS GREATEST.
6. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
7. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THEN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
8. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB.
10. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED, UNLESS APPROVED BY THE CITY ENGINEER.
11. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACK-FILLED, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.
12. THE CITY MAY REQUIRE ADDITIONAL JOINTS AROUND UTILITY STRUCTURES LOCATED WITHIN THE SIDEWALK.

Item 2.

DONALD A. GRIFFEY
FLORIDA 0367991

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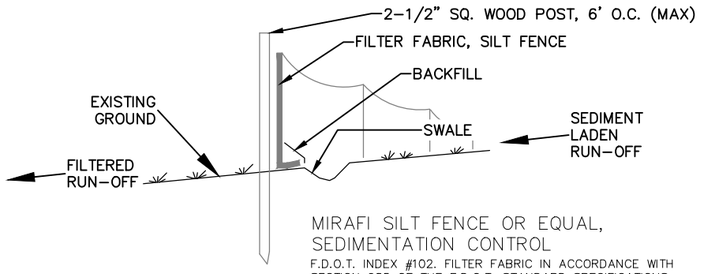
LAKESIDE CAPTURE PHASE 1

DETAILS

| Date | Drawn By: |
|---|---|
| | DAG |
| | Drawing #: |
| | LAKESIDE CAPTURE |
| | Project #: |
| | 15028 |
| | Scale: |
| 08-13-2024 | |

SHEET 5 | 35

# EROSION CONTROL DETAILS




MIRAFI SILT FENCE OR EQUAL, SEDIMENTATION CONTROL

F.D.O.T. INDEX #102. FILTER FABRIC IN ACCORDANCE WITH SECTION 985 OF THE F.D.O.T. STANDARD SPECIFICATIONS.

NOTES:

1. TEMPORARY EROSION CONTROL STRUCTURE TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY ENGINEER OR AREAS ON–SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL STRUCTURE MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED AS DETERMINED BY CONTRACTOR.

2. CONSTRUCT STORMWATER SYSTEMS BEFORE ANY BUILDING OR ROAD CONSTRUCTION IS STARTED.

   a.) PROTECT SYSTEM FROM SILTING AND DEBRIS BY METHODS PROVIDED IN DETAILS.

   b.) PROTECT SWALE BOTTOM FROM SEALING BY EXCAVATING ALL SILT DEPOSITS DURING CONSTRUCTION. THIS SHALL BE DONE BEFORE SOD & SEEDING & MULCHING IS FINISHED

## EROSION CONTROL STRUCTURE

NOT TO SCALE

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF–SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.

PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.

TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.

EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.

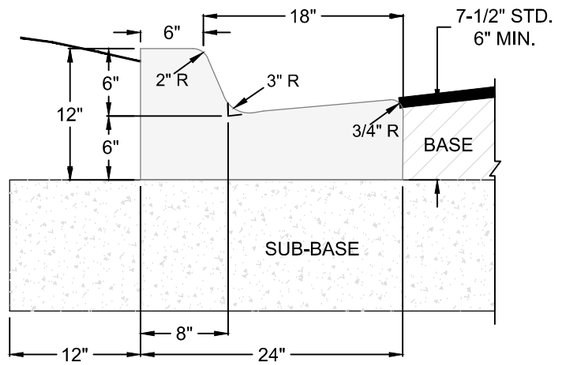
NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE–HALF THE HEIGHT OF THE BARRIER.

MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

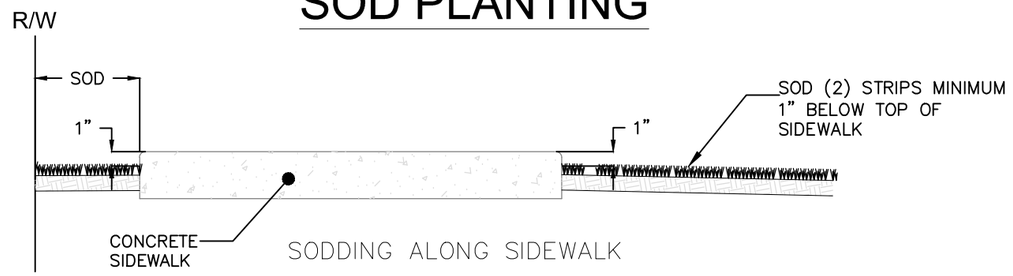
# TYPE F CURB



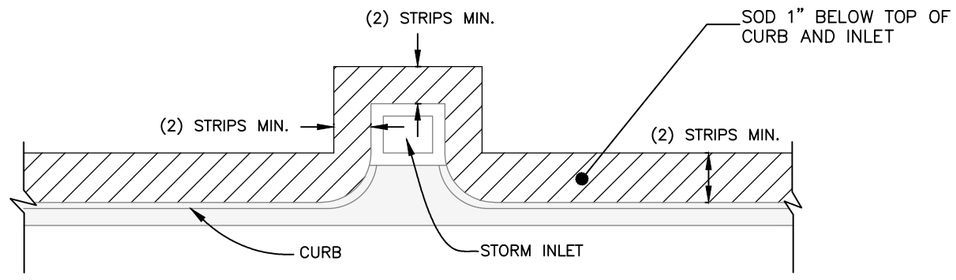

NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3,000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. SUB-BASE TO BE COMPACTED AND TESTED TO 98% MINIMUM DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.

# SOD PLANTING




SODDING ALONG SIDEWALK




SODDING ALONG INLET AND CURB

Item 2.


DONALD A. GRIFFEY
FLORIDA 036799

GRIFFEY ENGINEERING, INC.
36202 E Eldorado Lake Drive
Eustis, Florida 32736
[352] 409-0640

TOWN OF HOWEY-IN-THE-HILLS
101 N. PALM AVENUE
P.O. BOX 128
HOWEY-IN-THE-HILLS, FL 34737
[352] 324-2290


LAKESIDE CAPTURE PHASE 1

DETAILS

| Date | Drawn By: |
|---|---|
| | DAG |
| | Drawing #: |
| | LAKESIDE CAPTURE |
| | Project #: |
| | 15028 |
| | Scale: |
| 08-13-2024 | |

SHEET 6 | 36

**RFB 2024-001 Lakeside Capture Phase 1**

Proposal Tabulation

**Proposal #1**

Bulldog Sitework, LLC

- Project Cost: $252,849.95

**Proposal #2**

Cathcart Construction Company Florida, LLC

- Project Cost: $524,845.00

**Proposal #3**

Dale Beasley Construction Company, LLC

- Project Cost: $187,965.87

**Proposal #4**

DB Civil Construction

- Project Cost: $247,950.00

**Proposal #5**

Estep Construction, Inc.

- Project Cost: $335,522.00

**Proposal #6**

Garcia Civil Contractors

- Project Cost: $381,688.69

**Date:** 6/5/2025

**To:** Mayor and Town Council

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

**Re:** Consideration and Approval: **E. Gardenia St. Road Reconstruction Project Proposal**

**Objective:**

To secure final approval for the E. Gardenia Street Road Reconstruction Project at the given proposal amount.

**Summary:**

The Town of Howey-in-the-Hills has received a project proposal from Paqco, a currently available and Town-approved contractor, to undertake the reconstruction of East Gardenia Street. This project aligns with the Town's infrastructure improvement priorities and is being proposed in anticipation of Paqco's subsequent engagement with the Citrus Avenue Road Reconstruction Project. The proposed cost for the E. Gardenia Street reconstruction is $170,487.50. Funding for this project will be sourced from the FY2025 Budget Infrastructure Fund (Fund 150), under the Transportation account (541), specifically from the Capital Outlay – Improvements object code (630). A budget adjustment to formally allocate these funds will be presented for approval at a future Town Council meeting to allocate the money from the Infrastructure fund's unallocated fund balance.

**Recommended Motions:**
*The Town Council has the following options:*

Motion to approve the Paqco E. Gardenia St. Road Reconstruction Project Proposal.

**Fiscal Impact:**

Project: E. Gardenia St. Road Reconstruction Project
Total Cost: $170,487.50

**Staff Recommendation:**

Approve the Paqco proposal for the road reconstruction on E. Gardenia St. at the given amount.

PAQUETTE COMPANY

**GARDENIA BUDGET PROPOSAL 2025 - REVISED**

## BID SHEET

| Item | Quantity | Unit of Measure | Unit Cost | Bid Price | Sub Totals |
|---|---|---|---|---|---|
| | | | | | |
| **Scope of Work** | | | | | |
| Mobilization/Supervision | 1 | LS | $5,000.00 | $5,000.00 | |
| Layout and Density Testing | 1 | LS | $4,250.00 | $4,250.00 | |
| Asphalt demo / Misc clearing | 1 | LS | $10,500.00 | $10,500.00 | |
| Excavation / Sub grading | 1 | LS | $7,900.00 | $7,900.00 | |
| Finish Grading | 1 | LS | $4,700.00 | $4,700.00 | |
| silt fence / tree protection / inlet protection | 1 | LS | $4,950.00 | $4,950.00 | |
| 12" stabilized subbase LBR 40 | 2,100 | SY | $4.00 | $8,400.00 | |
| 6" limerock base graded and compacted | 1,680 | SY | $15.00 | $25,200.00 | |
| Prime and Sand | 1,680 | SY | $1.00 | $1,680.00 | |
| 1 1/2" SP-9.5 | 1,680 | SY | $16.00 | $26,880.00 | |
| Signs and Striping per plans | 1 | LS | $1,500.00 | $1,500.00 | |
| 12" x 8" ribbon curb | 1,640 | LF | $24.50 | $40,180.00 | |
| Valley curb removal and replacement | 45 | LF | $57.50 | $2,587.50 | |
| Driveway removal and replacement | 1 | LS | $9,100.00 | $9,100.00 | |
| Sidewalk removal and replace new with ADA ram | 1 | LS | $2,750.00 | $2,750.00 | |
| 8" concrete flume to existing inlet | 1 | LS | $2,910.00 | $2,910.00 | |
| Sod (R/W and swales) | 1,250 | SY | $4.00 | $5,000.00 | |
| Traffic control | 1 | LS | $5,000.00 | $5,000.00 | |
| Clean up | 1 | LS | $2,000.00 | $2,000.00 | |
| | | | | | |
| **Sub Total** | | | | | $170,487.50 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | **TOTAL BID** | $170,487.50 |
| | | | | | |
| | | | | | |
| **EXCLUSIONS** | | | | | |

**Permits, Permit Fees, Meters, Landscaping, Irrigation, Cleaning of Existing Utilities, Sleeving, night work and Bonds.**




P A Q U E T T E  C O M P A N Y

**JOB:** **North Dixie Drive**

**JOB:** **1 1/2" S-III**

**JOB S.Y.** **3,330**

**JOB TN** **280**

| TAX |
|---|
| 7% |

| ITEM | DESCRIPTION | QUANTITY | UNIT | MATERIAL | MATERIAL +TAX |
|---|---|---|---|---|---|
| | | | | | |
| 1 | Type S-I | 0 | TN | $0.00 | $0.00 |
| 2 | Type S-III | 280 | TN | $95.00 | $28,462.00 |
| 3 | Type FC | 0 | TN | $0.00 | $0.00 |
| 4 | Type SP | 0 | TN | $0.00 | $0.00 |
| 5 | Paving & Cleanup Labor | 1.0 | DY | $0.00 | $0.00 |
| 6 | | | | | |
| 7 | Limerock | 0 | TN | $0.00 | $0.00 |
| 8 | Subgrade Labor | 0 | DY | $0.00 | $0.00 |
| 9 | Limerock Labor | 0 | DY | $0.00 | $0.00 |
| 10 | | | | | |
| 11 | Clay Material | 0 | CY | $0.00 | $0.00 |
| 12 | Stabilized Base Labor | 0 | DY | $0.00 | $0.00 |
| 13 | Stabilized Grade/Compact Labo | 0 | DY | $0.00 | $0.00 |
| 14 | | | | | |
| 15 | Trucking | 280 | TN | $0.00 | $0.00 |
| | | | | **TOTAL** | **$28,462.00** |

**OVERHEAD** **TOTA**

**45%**

**TOTAL SU**

| | EQUIP/LABOR | | SUB-CONTRACT 0% |
|---|---|---|---|
| EQUIP / LABOR | TOTAL EQUIP/LABOR | SUB-CONTRACT | SUB-CONTRACT + M/U |
| | | | |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $3,500.00 | $3,500.00 | $0.00 | $0.00 |
| | | | |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| | | | |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| | | | |
| $0.00 | $0.00 | $10.00 | $2,800.00 |
| **TOTAL** | **$3,500.00** | **TOTAL** | **$2,800.00** |

**L PRIME COST** **$31,962.00**

| | |
|---|---|
| **% OVERHEAD** | **$14,382.90** |
| **JB-CONTRACT** | **$2,800.00** |
| **TOTAL** | **$49,144.90** |
| | |
| **TOTAL / SY** | **$14.76** |
| **TOTAL / TN** | **$175.52** |




P A Q U E T T E  C O M P A N Y

**JOB:** **North Dixie Drive**

**JOB:** **6" Limerock**

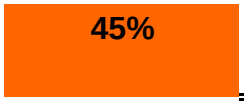
**JOB S.Y.** **3,330**

**JOB TN** **1,100**

**TAX**
**7%**

| ITEM | DESCRIPTION | QUANTITY | UNIT | MATERIAL | MATERIAL +TAX |
|---|---|---|---|---|---|
| | | | | | |
| 1 | Type S-I | 0 | TN | $53.00 | $0.00 |
| 2 | Type S-III | 0 | TN | $56.50 | $0.00 |
| 3 | Type FC | 0 | TN | $0.00 | $0.00 |
| 4 | Type SP | 0 | TN | $0.00 | $0.00 |
| 5 | Paving & Cleanup Labor | 0.0 | DY | $0.00 | $0.00 |
| 6 | | | | | |
| 7 | Limerock | 1,100 | TN | $17.00 | $20,009.00 |
| 8 | Subgrade Labor | 6.0 | DY | $0.00 | $0.00 |
| 9 | Limerock Labor | 6.0 | DY | $0.00 | $0.00 |
| 10 | | | | | |
| 11 | Re use existing limerock | 0 | TN | $0.00 | $0.00 |
| 12 | Stabilized Base Labor | 0 | DY | $0.00 | $0.00 |
| 13 | Stabilized Grade/Compact Labo | 0 | DY | $0.00 | $0.00 |
| 14 | | | | | |
| 15 | Trucking | 1,100 | TN | $0.00 | $0.00 |
| | | | | **TOTAL** | **$20,009.00** |

**OVERHEAD** **TOTA**




**TOTAL SU**

| | EQUIP/LABOR | | SUB-CONTRACT 0% |
|---|---|---|---|
| EQUIP / LABOR | TOTAL EQUIP/LABOR | SUB-CONTRACT | SUB-CONTRACT + M/U |
| | | | |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $1,500.00 | $0.00 | $0.00 | $0.00 |
| | | | |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $550.00 | $3,300.00 | $0.00 | $0.00 |
| $550.00 | $3,300.00 | $0.00 | $0.00 |
| | | | |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| $0.00 | $0.00 | $0.00 | $0.00 |
| | | | |
| $0.00 | $0.00 | $10.00 | $11,000.00 |
| **TOTAL** | **$6,600.00** | **TOTAL** | **$11,000.00** |

**L PRIME COST** **$26,609.00**

| | |
|---|---|
| **% OVERHEAD** | **$11,974.05** |
| **JB-CONTRACT** | **$11,000.00** |
| **TOTAL** | **$49,583.05** |
| | |
| **TOTAL / SY** | **$14.89** |
| **TOTAL / TN** | **$45.08** |

**Date:** June 09, 2025

**To:** Mayor and Town Council

**From:** Rick Thomas, Police Chief

**Re:** Consideration and Approval: **Budget Transfer 119 - PD - Golf Cart Budget Approval**

**Objective:**

To approve the purchase of two (2) golf carts for the use of the Police Department and the accompanying Budget Transfer.

**Summary:**

The Howey-in-the-Hills Police Department (HHPD) is seeking Town Council approval to purchase two golf carts for use during Town events and functions. These carts are intended to enhance public safety and emergency responsiveness in settings where traditional vehicles are impractical. The first cart will be designated for medical support during events, addressing a current deficiency in first aid capabilities, particularly in areas that may be inaccessible to larger emergency vehicles. It will be equipped with a comprehensive medical kit to allow for basic triage and rapid response.

The second cart will serve logistical and support purposes, including the transportation of personnel, equipment, or injured individuals when necessary. This initiative is informed by recent event management training undertaken by Chief Rick Thomas and is aligned with best practices for event safety and mobility.

The total estimated cost for the acquisition of the two golf carts is $10,000, as per the attached invoice from Village Buggy Rentals LLC. The Police Department recommends that the purchase be funded through available Impact Fee revenues, consistent with the intended use for public safety and infrastructure enhancement.

Budget Transfer Changes:

Transfer $10,000 within the Police Impact Fee Fund (142), Law Enforcement Account (521) from Object Code – Other Non Operating Uses (950) to Capital Outlay Vehicle – (650).

**Possible Motions:**

*The Town Council has the following options:*

1. Motions to approve the Police Department purchase of two golf carts and approve Budget Transfer #119

   OR

2. Motion to deny the Police Department purchase of two golf carts and to deny Budget Transfer #119.

**Fiscal Impact:**

The purchase of the two golf carts will cost $10,000 the Town and will be paid out of Police Impact Fee Fund (142), Law Enforcement Account (521), Capital Expenditure – Vehicles Object (950).

**Staff Recommendation:**

Staff recommends that the Town Council approve the purchase of two golf carts for the Howey-in-the-Hills Police Department in the amount of $10,000, utilizing available Police Impact Fee funds. The acquisition supports the Department's operational readiness and event safety capabilities by providing an effective means of emergency access and mobility during community events.

This investment will improve the Town's preparedness for medical incidents in areas with restricted vehicle access and will enhance the overall efficiency and responsiveness of law enforcement personnel. Staff further recommends that Council authorize the Town Manager to execute the necessary procurement actions in coordination with the Police Chief.

# Invoice

Village Buggy Rentals LLC
36335 Forestdel Drive
Eustis, FL 32736

**Invoice Number:** I250416714
**Invoice Date:** 04/16/2025
**Payment Terms:** Due On Receipt
**Invoice Amount:** 10,000.00
**Created By:** Village Buggy Rentals LLC

**Billing Address**
Howey In The Hills Police Department

**Shipping Address**
Howey In The Hills Police Department

| Item # | Item Name | Quantity | Unit Price | Taxable | Total |
|---|---|---|---|---|---|
| 9604 | 2010 EZGO RXV Gas 4-passenger (All New, Complete Reman. As Equipped) | 1.00 | 6,000.00 | | 6,000.00 |
| 9608 | 2010 Yamaha Drive Gas 4-passenger (As Equipped) | 1.00 | 4,000.00 | | 4,000.00 |
| 9606 | Carts To Be Fully Serviced & Detailed, No Charge For Delivery | 1.00 | 0.00 | | 0.00 |
| 9607 | Customer Is Tax Exempt | 1.00 | 0.00 | | 0.00 |

Subtotal: $ 10,000.00
**Invoice Amount** **$ 10,000.00**

**Data Entry**: Oscar Ojeda

BT#: 117 119

**Requested / Reviewed by**: Sean O'Keefe

June 4, 2025

Limited to 200 characters

**Summary:**

| Description (Limited to 30 characters) | Line # | (I) Increase / (D) Decrease | AMOUNT | FUND | FUND DESCRIPTION | ACCOUNT | ACCOUNT DESCRIPTION | OBJECT | OBJECT DESCRIPTION | Notes |
|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | i | 10,000.00 | 142 | POLICE IMPACT FEE FUND | 521000 | Law Enforcement | 650 | Cap Outlay - Vehicles | |
| | 2 | d | 10,000.00 | 142 | POLICE IMPACT FEE FUND | 521000 | Law Enforcement | 950 | Other Non Operating Uses Proprietary Funds | |

**Date:** 6/5/2025

**To:** Mayor and Town Council

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

**Re:** Consideration and Approval: **Florida Commerce (CDBG-DR) Grant HI016 - Lift Station #1 Bypass Pump Project Grant**

**Objective:**

To secure grant funding from the Florida Commerce Community Development Block Grant Disaster Recovery (CDBG_DR) Hazard Mitigation Grant Match Program for Lift Station #1 Bypass Pump Project.

**Summary:**

The Town of Howey-in-the-Hills has secured Community Development Block Grant - Disaster Recovery (CDBG-DR) Grant HI016 from the Florida Department of Commerce. This funding provides the necessary matching funds required for the previously awarded FEMA grant that supports the Lift Station #1 Bypass Pump Project. With the award of this CDBG-DR grant, the Town will fully offset the local cost share, thereby reducing the total fiscal impact for both the FEMA and CDBG-DR funded phases of the project from $141,455 to $0 after all reimbursements are received. This strategic leveraging of state and federal grants ensures the complete funding of the project with no net cost to the Town. The project expenditures will be accounted for within the Fiscal Year 2025 Budget under Fund 402 – Wastewater Fund, Account 535 – Sewer, Wastewater Services, Line Item 460 – Repair & Maintenance.

**Recommended Motions:**

1. Motion to approve Florida Commerce (CDBG-DR) Grant HI016.

**Fiscal Impact:**

Project: Lift Station #1 Bypass Pump Project
Total Cost: $141,455.00
FEMA Grant Share: $106,091.25
CDBG-DR Grant Share: $36,363.75 | Howey Share: $0 (after all grant reimbursements)

**Staff Recommendation:**

Staff recommends approval of Florida Commerce (CDBG-DR) Grant HI016.

# State of Florida
# Department of Commerce

# Federally Funded
# Community Development Block Grant
# Disaster Recovery (CDBG-DR) Hazard Mitigation
# Grant Match Program
# Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and Town of Howey-in-the-Hills, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"). The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

**WHEREAS**, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

**WHEREAS**, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

**WHEREAS**, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

**WHEREAS**, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

**WHEREAS**, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

**NOW THEREFORE,** Commerce and Subrecipient agree to the following:

**(1) Scope of Work.** The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

**(2) Incorporation of Laws, Rules, Regulations and Policies.** Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

**(3) Period of Agreement.** This Agreement begins on October 4, 2024 and ends on October 31, 2027, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

**(4) Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(5) Records.**

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits, examinations, or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**(6) Audit Requirements.**

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this

Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

**(7) Reports.** Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

**(8) Inspections and Monitoring.**

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

**(9) Duplication of Benefits.** Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

**(10) Liability.**

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in the tort monetary limits of Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

**(11) Events of Default.** If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO**

**DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**(12) Remedies.** If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

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

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

**(13) Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of

dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

**(14) Citizen Complaints.** The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

**(15) Termination.**

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

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(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(16) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Forrest Brewton
107 E Madison St
Tallahassee, FL, 32399
Phone: (850)921-3286
Email: forrest.brewton@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Morgan Cates
101 North Palm Avenue
Howey-in-the-Hills, FL 12345
Phone: 352-805-0205
Email: mcates@howey.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

**(17) Contracts.** If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

**(18) Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

**(19) Attachments.**

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – HMGP Agreement H1121 Attachment A, Budget and Scope of Work (provided for illustrative purposes)

**(20) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed **Thirty Five Thousand Three Hundred and Sixty-three Dollars and Seventy-five Cents ($35,363.75)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution. Obligations to pay exceeding the annual appropriations by the Legislature shall render this Agreement *void ab initio*.

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

**(21) Repayments.**

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however,

Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

**(22) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

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

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

**(23) Lobbying Prohibition.**

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

(b) Subrecipient certifies, by its signature to this Agreement, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

**(24) Copyright, Patent and Trademark.** Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

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

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(25) Legal Authorization.**

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(26) Public Record Responsibilities.**

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are

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not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

**(27) Employment Eligibility Verification.**

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/

(b) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**(28) Program Income.**

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

**(29) National Objectives.** All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

**(30) Independent Contractor.**

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

**~ Remainder of this page is intentionally left blank ~**

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**State of Florida**
**Department of Commerce**
**Federally Funded Subrecipient Agreement**
**Signature Page**

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

| **TOWN OF HOWEY-IN-THE-HILLS** | | **DEPARTMENT OF COMMERCE** | |
|---|---|---|---|
| **By** | _____ Signature | **By** | _____ Signature |
| | **Insert Authorizing Official Name** | | _____ |
| **Title** | **Insert Authorizing Official Title** | **Title** | _____ |
| **Date** | _____ | **Date** | _____ |
| **Federal Tax ID #** | _____ | | |
| **UEI #** | _____ | | |

**Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.**

**OFFICE OF GENERAL COUNSEL**
**DEPARTMENT OF COMMERCE**

**By:** _____

**Approved Date:** _____

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# Attachment A – Scope of Work

## 1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded Town of Howley-in-the-Hills $106,091.25 (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is $35,363.75 (exclusive of the SRMC) for a total project cost of $141,455.00 of total project cost.

## 2. PROJECT DESCRIPTION:

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

**Project Locations:**

| ID# | Location | Coordinates |
|---|---|---|
| 1 | 1000 S Palm Avenue Howey-in-the-Hills, FL 34737 | 28.704108423761184, -81.77463550154472 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

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## 3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

## 4. ELIGIBLE TASKS:

**A. Deliverable No. 1 – Construction**

Tasks that are eligible for reimbursement are as follows:

- Procure engineering plans for infrastructure
- Purchase adequate lift station based on engineering plans
- Install concrete pad and containment system
- Install permanent bypass pump
- Construct necessary pipes, flanges, and valves

**5. DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

| **Deliverable No. 1– Construction** | | |
|---|---|---|
| **TASKS** | **MINIMUM LEVEL OF SERVICE** | **FINANCIAL CONSEQUENCES** |
| Subrecipient shall complete Construction tasks as detailed in Section 4.D of this Scope of Work. | Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.D of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation:<br>1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion.<br>2) Photographs of the project in progress and completed work; and<br>3) Invoice package in accordance with Section 7 of this Scope of Work. | Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request. |
| | | **Deliverable 2 Cost- $35,363.75** |
| | | **Total Project Costs Not to Exceed $35,363.75** |

**6. COMMERCE'S RESPONSIBILITIES:**

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.



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**7. INVOICE SUBMITTAL:**

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.

B. The following documents shall be submitted with the itemized invoice:
   1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
   2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
   3) A copy of all supporting documentation for vendor payments.
   4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.

C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.

D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Management Reporting Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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# Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

| Activity | | Budget | | | |
|---|---|---|---|---|---|
| **Activity** | **Description** | **CDBG-DR Amount** | **Other Funds** | **Source*** | **Total Funds** |
| **1. Grant Administration** | | | | | |
| | | | | | |
| | | | | | |
| **2. Activity Delivery** | | | | | |
| | | | | | |
| | | | | | |
| **3. Engineering Services** | | | | | |
| | | | | | |
| | | | | | |
| **4. Construction** | | | | | |
| | | | | | |
| | | | | | |
| **TOTALS** | | | | | |

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

| Source of Other Funds | Amount |
|---|---|
| 1. | |
| 2. | |
| 3. | |

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# Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

| **Activity Start Date** (month/year) | **Activity End Date** (month/year) | **Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work. | **Estimated Leveraged Funds to be Expended per "Activity End Date"** | **Estimated Funds to be Requested per "Activity End Date"** |
|---|---|---|---|---|
| | | EXAMPLE: Deliverable 1 – Project Implementation | | |
| | | EXAMPLE: Deliverable 2 – Engineering - | | |
| | | EXAMPLE: Deliverable 2 – Conduct Environmental Review | | |
| | | EXAMPLE: Deliverable 3 – Construction | | |
| | | | | |
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# Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

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6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:



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a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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# Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

## I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

## II. Audits, Inspections, and Monitoring

### 1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

### 2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

## III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

## IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

## V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

## VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

## VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

## VIII. Nondiscrimination

### 1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

### 2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

### 3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).



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**A. General Compliance**:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

**B. Assurances and Real Property Covenants**:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

**4. Affirmative Action**

**A. Business Entities**

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

**B. Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## IX. Labor and Employment

**1. Labor Standards**

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

## X. Section 3 of the Housing and Urban Development Act of 1968

### 1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

### 2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**1. Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

## XI. Conduct

**1. Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**2. Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

**3. Lobbying Certification**

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

## XIII. Environmental Conditions

### 1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

### 2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

**3. Flood Disaster Protection**

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

**4. Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

**5. Historic Preservation**

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

## XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

## XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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# Attachment F – Civil Rights Compliance

**Fair Housing**

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

**Equal Employment Opportunity**

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

**Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

**Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

**Section 3 Clause**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Civil Rights Regulations**

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

**By:** _____ **Date:** _____

**Name:** _____

**Title:** _____

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# Attachment G – Reports

**The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.**

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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# Attachment H – Warranties and Representations

**Financial Management**

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

**Competition**

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

**Codes of Conduct**

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

**Business Hours**

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**Licensing and Permitting**

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

# Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED.** This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS**

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

**N/A**

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse ("FAC") as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

| Electronic copies (preferred): | or | Paper (hard copy): |
|---|---|---|
| Audit@commerce.fl.gov | | Department of Commerce<br>MSC # 75, Caldwell Building<br>107 East Madison Street<br>Tallahassee, FL. 32399-4126 |

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

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

**PART V: RECORD RETENTION**. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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# Exhibit 1 to Attachment I – Funding Sources

**Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:**

| | |
|---|---|
| **Federal Awarding Agency:** | U.S. Department of Housing and Urban Development |
| **Federal Funds Obligated to Subrecipient:** | *$35,363.75* |
| **Catalog of Federal Domestic Assistance Title:** | Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii |
| **Catalog of Federal Domestic Assistance Number:** | 14.228 |
| **Project Description:**<br><br>*This is not a research and development award.* | Funding is being provided as CDBG-DR/HMGP matching funds to purchase and install a permanent bypass pump at a sewage lift station with a design flow rate of 350 GPM or the adequate size determined by the vendor or an engineer during the bid process to appropriately support the critical infrastructure. The project includes the installation of a concrete pad and containment system, a fixed diesel-powered bypass pump operated by floats and necessary pipes, flanges, and valves to connect the bypass pump to the lift station. The bypass pump is powered by a dedicated diesel tank with sufficient fuel to power the bypass pump for at least 72 hours and shall be operated by floats that shall power on the bypass pump when water levels in the lift station reach a defined elevation. |

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

**Federal Program**

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:** *N/A*

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**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:** *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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# Attachment J – Audit Compliance Certification

| | |
|---|---|
| ***Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.*** | |
| Subrecipient: | |
| FEIN: | Subrecipient's Fiscal Year: |
| Contact Name: | Contact's Phone: |
| Contact's Email: | |

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   **If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   **If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.**

| | |
|---|---|
| Signature of Authorized Representative | Date |
| Printed Name of Authorized Representative | Title of Authorized Representative |

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# Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

**Attachment K will be provided after execution of this Agreement**

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# Attachment L
# 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

# Attachment M

## State of Florida
## Department of Commerce

## Federally Funded
## Community Development Block Grant
## Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between *Town of Howey-in-the-Hills* (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

***Warning:*** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

**~ Remainder of this page is intentionally left blank ~**

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The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

| **TOWN OF HOWEY-IN-THE-HILLS** | | **DEPARTMENT OF COMMERCE** | |
|---|---|---|---|
| **By** | _____ | **By** | _____ |
| | Signature | | Signature |
| | **Insert Authorizing Official Name** | | _____ |
| **Title** | **Insert Authorizing Official Title** | **Title** | _____ |
| **Date** | _____ | **Date** | _____ |

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# Attachment N – HMGP Agreement, Attachment A, Budget and Scope of Work

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**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

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

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

**PROJECT OVERVIEW:**

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

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

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

**TASKS & DELIVERABLES:**

**A) Tasks:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.

   d) Certified Letter of Completion:

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

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

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

**PROJECT OVERVIEW:**

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

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

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

**TASKS & DELIVERABLES:**

**A) Tasks:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.

   d) Certified Letter of Completion:

1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
2. Certifying Compliance with all applicable codes.

e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

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

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

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

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

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

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

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

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

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

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

**B) Deliverables:**

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

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

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

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

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

**D) Environmental:**

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

**E) Programmatic:**

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

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

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

**F) FINANCIAL CONSEQUENCES:**

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

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

**SCHEDULE OF WORK**

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

**BUDGET**

**Line Item Budget***

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

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

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

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

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $106,091.25 | (75.00%) |
| Non-Federal Share: | $35,363.75 | (25.00%) |
| **Total Project Cost:** | **$141,455.00** | **(100.00%)** |

**Date:** 6/5/2025

**To:** Mayor and Town Council

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

**Re:** Consideration and Approval: **Florida Commerce (CDBG-DR) Grant HI018 - Lift Station #2 Bypass Pump Project Grant**

**Objective:**

To secure grant funding from the Florida Commerce Community Development Block Grant Disaster Recovery (CDBG_DR) Hazard Mitigation Grant Match Program for Lift Station #2 Bypass Pump Project.

**Summary:**

The Town of Howey-in-the-Hills has secured Community Development Block Grant - Disaster Recovery (CDBG-DR) Grant HI018 from the Florida Department of Commerce. This funding provides the necessary matching funds required for the previously awarded FEMA grant that supports the Lift Station #2 Bypass Pump Project. With the award of this CDBG-DR grant, the Town will fully offset the local cost share, thereby reducing the total fiscal impact for both the FEMA and CDBG-DR funded phases of the project from $197,035 to $0 after all reimbursements are received. This strategic leveraging of state and federal grants ensures the complete funding of the project with no net cost to the Town. The project expenditures will be accounted for within the Fiscal Year 2025 Budget under Fund 402 – Wastewater Fund, Account 535 – Sewer, Wastewater Services, Line Item 460 – Repair & Maintenance.

**Recommended Motions:**

1. Motion to approve Florida Commerce (CDBG-DR) Grant HI018.

**Fiscal Impact:**

Project: Lift Station #2 Bypass Pump Project
Total Cost: $197,035.00
FEMA Grant Share: $147,776.25
CDBG-DR Grant Share: $49,258.75 | Howey Share: $0 (after all grant reimbursements)

**Staff Recommendation:**

Staff recommends approval of Florida Commerce (CDBG-DR) Grant HI018.

# State of Florida
# Department of Commerce

# Federally Funded
# Community Development Block Grant
# Disaster Recovery (CDBG-DR) Hazard Mitigation
# Grant Match Program
# Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and the Town of Howey-in-the-Hills, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"). The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

**WHEREAS**, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

**WHEREAS**, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

**WHEREAS**, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

**WHEREAS**, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

**WHEREAS**, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

**NOW THEREFORE,** Commerce and Subrecipient agree to the following:

**(1) Scope of Work.** The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

**(2) Incorporation of Laws, Rules, Regulations and Policies.** Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

**(3) Period of Agreement.** This Agreement begins on October 17, 2024 and ends on October 31, 2027, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

**(4) Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(5) Records.**

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits, examinations, or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**(6) Audit Requirements.**

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this

Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

**(7) Reports.** Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

**(8) Inspections and Monitoring.**

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

**(9) Duplication of Benefits.** Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

**(10) Liability.**

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in the tort monetary limits of Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

**(11) Events of Default.** If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO**

**DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**(12) Remedies.** If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

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

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

**(13) Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of

dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

**(14) Citizen Complaints.** The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

**(15) Termination.**

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

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(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(16) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Forrest Brewton
107 E Madison St
Tallahassee, FL, 32399
Phone: (850)921-3286
Email: forrest.brewton@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Morgan Cates
101 North Palm Avenue
Howey-in-the-Hills, FL 12345
Phone: 352-805-0205
Email: mcates@howey.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

**(17) Contracts.** If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

**(18) Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

**(19) Attachments.**

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – HMGP Agreement H1141 Attachment A, Budget and Scope of Work (provided for illustrative purposes)

**(20) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed **Forty Nine Thousand Two Hundred and Fifty-eight Dollars and Seventy-five Cents ($49,258.75)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution. Obligations to pay exceeding the annual appropriations by the Legislature shall render this Agreement *void ab initio*.



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(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

**(21) Repayments.**

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however,

Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

**(22) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

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

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

**(23) Lobbying Prohibition.**

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

(b) Subrecipient certifies, by its signature to this Agreement, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

**(24) Copyright, Patent and Trademark.** Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

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

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(25) Legal Authorization.**

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(26) Public Record Responsibilities.**

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are

not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

**(27) Employment Eligibility Verification.**

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/

(b) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**(28) Program Income.**

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

**(29) National Objectives.** All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

**(30) Independent Contractor.**

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

**~ Remainder of this page is intentionally left blank ~**

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**State of Florida**
**Department of Commerce**
**Federally Funded Subrecipient Agreement**
**Signature Page**

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

| **TOWN OF HOWEY IN THE HILLS** | | **DEPARTMENT OF COMMERCE** | |
|---|---|---|---|
| **By** | _____ Signature | **By** | _____ Signature |
| | **Insert Authorizing Official Name** | | _____ |
| **Title** | **Insert Authorizing Official Title** | **Title** | _____ |
| **Date** | _____ | **Date** | _____ |
| **Federal Tax ID #** | _____ | | |
| **UEI #** | _____ | | |

**Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.**

**OFFICE OF GENERAL COUNSEL**
**DEPARTMENT OF COMMERCE**

**By:** _____

**Approved Date:** _____

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# Attachment A – Scope of Work

## 1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded the town of Howey-in-the-Hills $147,776.25 (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is $49,258.75 (excusive of the SRMC) for a total project cost of $197,035 of total project cost.

## 2. PROJECT DESCRIPTION:

The proposed scope of work shall include purchase and install a permanent bypass pump at a sewage lift station with a design flow rate of 350 GPM or the adequate size determined by the vendor or an enginee during the bid process to appropriately support the critical infrastructure. The project also includes the installation of a concrete pad and containment system, installation of a fixed diesel-powered bypass pump operated by floats, and the necessary pipes, flanges, and valves to connect the bypass pump to the lift station. The bypass pump is powered by a dedicated diesel tank with sufficient fuel to operate the bypass pump for at least 72 hours and shall be operated by floats that shall power on the bypass pump when water levels in the lift station reach a defined elevation. The project shall also install two (2) hydromatic submersible non-clog sewage pumps with greater pumping capacity to replace aging non-repairable submersible pumps. This lift station is currently unprotected with no source of backup power during power outages. Any interruption in the electric power supply results in a loss of service and sewer overflow affecting the community. This project shall decrease the risk of electrical power loss to the critical wastewater infrastructure and allow the lift station to maintain service and operate during future power outages.

**Project Locations:**

| ID# | Location | Coordinates |
|---|---|---|
| 1 | 800 South Palm Avenue, Howey-in-the-Hills, Florida 34737 | 28.705955, -81.770214 |
| 2 | | |
| 3 | | |
| 4 | | |
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| 8 | | |
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**3. SUBRECIPIENT RESPONSIBILITIES:**

A. Complete and submit the following items to Commerce within thirty (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.

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G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

**4. ELIGIBLE TASKS:**

**A. Deliverable No. 1 – Construction**

Tasks that are eligible for reimbursement are as follows:

- Furnish/Contract all labor, materials, equipment, tools, transportation, and supervision
- Maintain safe and secure worksite for the duration of the work
- Provide documentation demonstrating the results of procurement process
- Install concrete pad and containment system
- Install fixed diesel-powered bypass pump operated by floats
- Install necessary pipes, flanges, and valves

**5. DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

| **Deliverable No. 1 – Construction** | | |
|---|---|---|
| **TASKS** | **MINIMUM LEVEL OF SERVICE** | **FINANCIAL CONSEQUENCES** |
| Subrecipient shall complete Construction tasks as detailed in Section 4.D of this Scope of Work. | Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.D of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation:<br>1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion.<br>2) Photographs of the project in progress and completed work; and<br>3) Invoice package in accordance with Section 7 of this Scope of Work. | Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request. |
| | | **Deliverable 2 Cost- $49,258.75** |
| | | **Total Project Costs Not to Exceed $49,258.75** |

**6. COMMERCE'S RESPONSIBILITIES:**

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

**7. INVOICE SUBMITTAL:**

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
    2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
    3) A copy of all supporting documentation for vendor payments.
    4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.
C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
    1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
    2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.
D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Management Reporting Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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# Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

| Activity | | Budget | | | |
|---|---|---|---|---|---|
| **Activity** | **Description** | **CDBG-DR Amount** | **Other Funds** | **Source*** | **Total Funds** |
| **1. Grant Administration** | | | | | |
| | | | | | |
| | | | | | |
| **2. Activity Delivery** | | | | | |
| | | | | | |
| | | | | | |
| **3. Engineering Services** | | | | | |
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| **4. Construction** | | | | | |
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| | | | | | |
| **TOTALS** | | | | | |

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

| Source of Other Funds | Amount |
|---|---|
| 1. | |
| 2. | |
| 3. | |

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# Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

| **Activity Start Date** (month/year) | **Activity End Date** (month/year) | **Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work. | **Estimated Leveraged Funds to be Expended per "Activity End Date"** | **Estimated Funds to be Requested per "Activity End Date"** |
|---|---|---|---|---|
| | | EXAMPLE: Deliverable 1 – Project Implementation | | |
| | | EXAMPLE: Deliverable 2 – Engineering - | | |
| | | EXAMPLE: Deliverable 2 – Conduct Environmental Review | | |
| | | EXAMPLE: Deliverable 3 – Construction | | |
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# Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

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6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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# Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

## I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

## II. Audits, Inspections, and Monitoring

### 1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

### 2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

## III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

## IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

## V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

## VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

## VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

## VIII. Nondiscrimination

### 1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

### 2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

### 3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).



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**A. General Compliance**:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

**B. Assurances and Real Property Covenants**:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

**4. Affirmative Action**

**A. Business Entities**

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

**B. Notifications**

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## IX. Labor and Employment

**1. Labor Standards**

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

## X. Section 3 of the Housing and Urban Development Act of 1968

### 1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

### 2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**1. Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

## XI. Conduct

**1. Hatch Act**

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**2. Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

**3. Lobbying Certification**

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

## XIII. Environmental Conditions

### 1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

### 2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

**3. Flood Disaster Protection**

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

**4. Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

**5. Historic Preservation**

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

## XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

## XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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# Attachment F – Civil Rights Compliance

**Fair Housing**

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

**Equal Employment Opportunity**

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

**Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

**Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

**Section 3 Clause**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the



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regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Civil Rights Regulations**

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

**By:** _____ **Date:** _____

**Name:** _____

**Title:** _____

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# Attachment G – Reports

**The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.**

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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# Attachment H – Warranties and Representations

**Financial Management**

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

**Competition**

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

**Codes of Conduct**

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

**Business Hours**

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**Licensing and Permitting**

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

# Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED.** This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS**

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

**N/A**

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse ("FAC") as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

| Electronic copies (preferred): | or | Paper (hard copy): |
|---|---|---|
| Audit@commerce.fl.gov | | Department of Commerce<br>MSC # 75, Caldwell Building<br>107 East Madison Street<br>Tallahassee, FL. 32399-4126 |

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

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

**PART V: RECORD RETENTION**. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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# Exhibit 1 to Attachment I – Funding Sources

**Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:**

| | |
|---|---|
| **Federal Awarding Agency:** | U.S. Department of Housing and Urban Development |
| **Federal Funds Obligated to Subrecipient:** | *($49,258.75)* |
| **Catalog of Federal Domestic Assistance Title:** | Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii |
| **Catalog of Federal Domestic Assistance Number:** | 14.228 |
| **Project Description:** | Funding is being provided as CDBG-DR/HMGP matching funds to purchase and install a permanent bypass pump at a sewage lift station with a design flow rate of 350 GPM or the adequate size determined by the vendor or an enginee during the bid process to appropriately support the critical infrastructure. The project also includes the installation of a concrete pad and containment system, installation of a fixed diesel-powered bypass pump operated by floats, and the necessary pipes, flanges, and valves to connect the bypass pump to the lift station. The bypass pump is powered by a dedicated diesel tank with sufficient fuel to operate the bypass pump for at least 72 hours and shall be operated by floats that shall power on the bypass pump when water levels in the lift station reach a defined elevation. The project shall also install two (2) hydromatic submersible non-clog sewage pumps with greater pumping capacity to replace aging non-repairable submersible pumps. This lift station is currently unprotected with no source of backup power during power outages. Any interruption in the electric power supply results in a loss of service and sewer overflow affecting the community. |

*This is not a research and development award.*

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

**Federal Program**

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.

4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:** *N/A*

**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:** *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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# Attachment J – Audit Compliance Certification

| | |
|---|---|
| ***Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.*** | |
| Subrecipient: | |
| FEIN: | Subrecipient's Fiscal Year: |
| Contact Name: | Contact's Phone: |
| Contact's Email: | |

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   **If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   **If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.**

| | |
|---|---|
| Signature of Authorized Representative | Date |
| Printed Name of Authorized Representative | Title of Authorized Representative |

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# Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

**Attachment K will be provided after execution of this Agreement**

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# Attachment L
# 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

# Attachment M

## State of Florida
## Department of Commerce

## Federally Funded
## Community Development Block Grant
## Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between the T*own of Howey-in-the-Hills* (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

***Warning:*** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

**~ Remainder of this page is intentionally left blank ~**

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The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

| **TOWN OF HOWEY IN THE HILLS** | | **DEPARTMENT OF COMMERCE** | |
|---|---|---|---|
| **By** | _____ | **By** | _____ |
| | Signature | | Signature |
| | **Insert Authorizing Official Name** | | _____ |
| **Title** | **Insert Authorizing Official Title** | **Title** | _____ |
| **Date** | _____ | **Date** | _____ |

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# Attachment N – HMGP Agreement, Attachment A, Budget and Scope of Work

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**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protective measures to Wastewater Lift Station #2, located in Howey-in-the-Hills, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-104-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to Wastewater Lift Station #2 located at 800 South Palm Avenue, Howey-in-the-Hills, Florida 34737.

The proposed scope of work shall include purchase and install a permanent bypass pump at a sewage lift station with a design flow rate of 350 GPM or the adequate size determined by the vendor or an engineer during the bid process to appropriately support the critical infrastructure. The project also includes the installation of a concrete pad and containment system, installation of a fixed diesel-powered bypass pump operated by floats, and the necessary pipes, flanges, and valves to connect the bypass pump to the lift station. The bypass pump is powered by a dedicated diesel tank with sufficient fuel to operate the bypass pump for at least 72 hours and shall be operated by floats that shall power on the bypass pump when water levels in the lift station reach a defined elevation. The project shall also install two (2) hydromatic submersible non-clog sewage pumps with greater pumping capacity to replace aging non-repairable submersible pumps. This lift station is currently unprotected with no source of backup power during power outages. Any interruption in the electric power supply results in a loss of service and sewer overflow affecting the community. This project shall decrease the risk of electrical power loss to the critical wastewater infrastructure and allow the lift station to maintain service and operate during future power outages.

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

Project Locations:

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

**TASKS & DELIVERABLES:**

**A) Tasks:**

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

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

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

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

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

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

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

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

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

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

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

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

inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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

a) Local Building Official Inspection Report and Final Approval.

b) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.

c) Certified Letter of Completion, as applicable:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

d) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

e) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

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

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included

under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

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

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

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

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

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

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

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

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

**B) Deliverables:**

Mitigation Activities consist of providing protection to Wastewater Lift Station #2, located in Howey-in-the-Hills, Florida 34737, by installing a permanent bypass pump. The scope of work includes a concrete pad, containment system, diesel tank, pipes, flanges, and valves necessary for connection.

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

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

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes, as applicable.
5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

**D) Environmental:**

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

5) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

**E) Programmatic:**

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

This is FEMA project number **4673-104-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on October 17, 2024, and the Period of Performance for this project shall end on **October 31, 2027**.

**F) FINANCIAL CONSEQUENCES:**

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

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

**SCHEDULE OF WORK**

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

**BUDGET**

**Line Item Budget***

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

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

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

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

**Funding Summary Totals**

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

**Date:** June 9, 2025

**To:** Mayor and Town Council

**From:** Sean O'Keefe

**Re:** Consideration and Approval: **LEAD Municipal/County Cost Sharing Study**

**Objective:**
To consider and approve the Town of Howey-in-the-Hills' participation in a Lake Economic Area Development (LEAD) Municipal/County cost sharing study, a regional effort to analyze and model the costs of municipal service delivery and improve future interlocal coordination.

**Summary:**
The Town has been invited to join a collaborative, countywide cost-of-service study, initiated by Lake 100 and co-funded by the Lake County Board of County Commissioners and the municipalities within Lake County. The purpose of this study is to provide each participating municipality with a third-party, data-driven analysis of the actual cost of delivering local services and how those services are shared with or supplemented by Lake County.

The requested cost of participation for the Town is $3,000, with the County covering half of the total study cost and the remaining share distributed among the other municipalities. The goal of the study is to: provide an independent cost-of-service analysis tailored to the municipalities' service models; provide a comparison of municipal and county service responsibilities, identifying overlap, gaps, and duplication; perform financial modeling and forecasting tools to inform budgeting, planning, and policy decisions. A final report detailing cost-per-service metrics, interlocal relationship analysis, and long-term fiscal sustainability assessments will be created.

This study will directly support the Town's ability to make strategic, data-driven decisions regarding service delivery, infrastructure investments, and potential growth impacts.

**Fiscal Impact:**
The fiscal impact is $3,000.

**Staff Recommendation:**
Staff recommends approval of the $3,000 contribution to the LEAD cost sharing study.

**June 4, 2025**
Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager

# Esch Veterinary - Preliminary Site Plan (State Road 19, South of Revels Road)

**Applicant: Z Development Services**

**Project Description and Background:**

Planning staff reviewed the proposed Esch Veterinary preliminary site plan. The property is zoned Neighborhood Commercial and previously received a conditional use permit for the proposed use and size of building. Review comments are provided below with information on how the applicant has addressed the comments and recommended conditions for approval are provided in the Motion Example for approval.

1. **The application form identifies that a retail component is also proposed. Please identify how this relates to the proposed veterinary plan and site development.**

   The applicant has addressed this comment and provided that the retail component of this project will be developed in the future, on the west side of the parcel. The future development has been accounted for in the design of the stormwater pond and will also utilize the same FDOT access point.

2. **Please provide the impervious surface ratio for the proposed development. The maximum allowed is 70%.**

   The applicant has addressed this comment and provided on the site plan (Sheet C1) that the impervious is 20.4%. All other requirements with respect to setbacks, height, and parking space calculations are met.

3. **Provide data showing compliance with LDC Sec. 4.06.06 that at least 50% the storefront is comprised of windows.**

   The applicant has requested a waiver from this provision for the West and North elevations that do not function as primary or secondary façade entrances nor do they abut right-of-way. The East elevation is the primary

façade and is designed with 50% storefront windows. The East Elevation is a secondary façade with entrance and is also designed to have 50% storefront windows.

The basis for the request is that this is a veterinary facility and there is no retail within this building. Staff supports this request based on the compliance with the 50% requirement being met on the East and South and **with a condition that the West and North elevations add the massing/articulation detail of awnings over the doors located on each of these elevations.**

4. **Please provide the screening details for dumpsters.**

   The applicant has provided the screening details for the dumpster, however **the height needs to be revised on Sheet A0-3 to show and scale a 6-foot-high wall on the enclosure elevations, currently they show a five-foot tall wall. The landscaping details also need to be provided, compliant with LDC Sec. 7.04.03 (B).** The applicant has identified they will provide landscaping details at the Final Site Plan stage.

5. **Please call out how LDC Sec. 4.06.06 (D) is being met with respect to massing techniques and architectural technique requirements based on building size/length.**

   The applicant has provided Elevation Sheets A0-1 and A0-2. The East and South Elevations meet the requirements for two massing techniques and two articulation techniques. The West and North Elevations appear lacking with respect to massing as these elevations list "overhang" as meeting the massing requirement. The overhang appears to be a standard overhang that does not reduce the "box" appearance of the building. Based on the length of this building wall, a second massing technique is required. The condition in #3 above should be utilized to meet this requirement, so that the West and North Elevations add the massing/articulation detail of awnings over the doors located on each of these elevations and incorporate the required second massing technique, such as building wall offsets on these two elevations.

6. **Per LDC Sec 4.06.05.B, non-residential roofs shall be wood, synthetic, or fiberglass shingles or tile. Metal roofs may be permitted if determined to be an integral feature of a recognized architectural style. Please demonstrate how the proposed metal roof meets this standard and is an integral feature of a recognized architectural style.**

   The applicant has addressed this review comment and revised the plans to have all of the roof be asphalt shingle.

7. **Per LDC Sec. 4.06.06.D(6), awnings, arcades, colonnades, arbors, trellises, and other similar architectural components should be a component of non-residential building design to add interest to the physical character of the area as well as afford a way for pedestrians to get out of the weather.**

   The applicant has indicated that the use of a main covered entry of 8'-0" deep for the covered entry is proposed, adding interest to the physical character of the area as well as a way for pedestrians to get out of the weather.

8. **Please provide a landscaping and buffer plan consistent with LDC Chapter 7.**

   The applicant has indicated that this plan will be provided at Final Site Plan and will comply with chapter 7. This is consistent with LDC procedures.

9. **Please provide a tree survey for the property and a tree mitigation plan in compliance with LDC Section 7.11.**

   The applicant has provided a tree survey. A tree mitigation plan including the required replacement data will be required at Final Site Plan.

   **Please indicate why the trees are being removed on a tree removal table and whether any proposed to be removed are on the Town's prohibited plant list. If they are plant species that are prohibited by the Florida Department of Environmental Protection or the Florida Department of Agriculture, or listed as invasive by the Florida Exotic Pest Control, this information needs to be provided on the tree removal table for each tree listed.**

   The applicant has indicated that the total number of trees are shown on the site plan as to which are being removed and has indicated that only one is a specimen tree.

   A tree mitigation plan including the required replacement data will be required at Final Site Plan. A tree removal permit will be required, consistent with LDC Section 7.12.01.

10. **Tree Protection Detail needs to be provided on the plans to comply with LDC Section 7.11.01.**

    The applicant has indicated that this plan will be provided at Final Site Plan and will comply with chapter 7. This is consistent with LDC procedures.

11. **Please provide the total number of trees on site and any replacement data consistent with the Land Development Code (LDC). Please indicate which are Specimen Trees and which are Heritage Trees and provide the replacement data in concert with the LDC. LDC Section 7.11.03 requires 50% of all specimen trees be preserved on a parcel. LDC Section 7.11.02 requires protection of all Historic Trees unless one of the following conditions is met:**

    a. **The tree is not suitable for preservation as determined by a certified arborist.**
    b. **The tree is a threat to a principal structure or otherwise constitutes a hazard requiring removal as determined by a qualified arborist or professional engineer.**
    c. **The placement of the tree prohibits the economic use of the property for permissible development.**

    The applicant has provided that the one specimen tree to be removed is in conflict with the proposed building. Due to the flood zone area, this is the only area on the site that will support the building. Relocation of the building to save this tree is not feasible.

    A tree mitigation plan including the required replacement data will be required at Final Site Plan.

12. **Please provide details on any hardscape elements consistent with LDC Section 7.07.00 as applicable.**

    The applicant has indicated that this plan will be provided at Final Site Plan.

13. **Consistent with LDC 8.04.03.C, visible pedestrian crosswalks, using alternative materials such as brick or other paver materials, should be designed into parking lots to promote safety. The accessible parking spaces need to be relocated directly adjacent to the building so that people who need to use these spaces are not having to cross a drive isle to get to the building.**

    The applicant has proposed concrete crosswalks to contrast with the neighboring asphalt pavement, however a condition of recommending approval is that the accessible parking spaces be relocated directly adjacent to the building so that people who need to use these spaces do not have to cross a drive isle to get to the building.

14. **Consistent with LDC 8.04.03.E, parking lots shall be properly lit. The lighting shall be contained on site.**

The applicant has provided that a lighting/photometric plan will be provided with the final site plan and will meet code requirements. This should be a condition of recommending approval.

**Staff Recommendation:** Town Council approve the Esch Veterinary preliminary site plan subject to the conditions provided below in the Motion Example to approve.

**Planning and Zoning Board Recommendation:** At their May 29, 2025, public hearing, the Planning and Zoning Board voted unanimously to recommend approval of the requested preliminary site plan with the conditions provided below.

**Motion Examples:**

1. Approve the requested Esch Veterinary preliminary site plan with the following conditions:
    a. Allow a waiver from the 50% storefront window provision for the West and North elevations, as they do not function as primary or secondary façade entrances nor do they abut right-of-way, with the condition that the West and North elevations add the massing/articulation detail of awnings over the doors located on each of these elevations and incorporate the required second massing technique, such as building wall offsets on these two elevations;
    b. Revise the dumpster enclosure height on Sheet A0-3 to show a 6-foot-high wall on the enclosure elevations. The landscaping details also need to be provided, compliant with LDC Sec. 7.04.03 (B) at Final Site Plan;
    c. Provide a landscape, hardscape, and buffer Plan at Final Site Plan that complies with Chapter 7;
    d. Provide a tree mitigation plan including the required replacement data, and tree protection detail at Final Site Plan that complies with LDC Chapter 7;
    e. The accessible parking spaces are to be relocated directly adjacent to the building so that people who need to use these spaces do not have to cross a drive isle to get to the building;
    f. A lighting/photometric plan will be provided at Final Site Plan, or

2. Deny the requested Esch Veterinary preliminary site plan [State reasons for denial], or

3. Continue the requested Esch Veterinary preliminary site plan pending additional information [specify information needed] from the applicant that shows the request meets the standards for a preliminary site plan approval.

Z DEVELOPMENT SERVICES
CIVIL ENGINEERING CONSULTANTS

April 17, 2025

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

Re: Esch Veterinary- Preliminary Site Plan

To Whom It May Concern:

Please accept the following responses to the comments issued during the construction plan review for the above referenced project.

**Zoning Memorandum**

**Comment:** 1.This project requires a CUP approval.

**Response:** **A CUP was previously approved for this project.**

**Comment:** 2. The application form identifies that a retail component is also proposed. Please identify how this relates to the proposed veterinary plan and site development.

**Response:** **The retail component will be developed in the future, on the west side of the parcel. This future development has been accounted for in the design of the stormwater pond and will also utilize the same FDOT access point.**

**Comment:** 3. Please provide the impervious surface ratio for the proposed development. The maximum allowed is 70%.

**Response:** **This is provided on our site plan and we are well below the 70% maximum.**

**Comment:** 4. Provide data showing compliance with LDC Sec. 4.06.06 that at least 50% the storefront is comprised of windows.

**Response:** **Large storefront windows are encouraged in retail areas as pedestrian-friendly components. At least 50 percent of the first floor of all buildings with a retail component shall be comprised of storefront windows, unless a waiver is specifically granted by the Town Council.**

**The building is a single use Veterinarian Clinic with a main point of entry with over 50% storefront at the entry area (both sides of the entry). This is not a Retail building, therefore the 50% Storefront window, with retail components, does not apply to this building. We request this requirement be waved be the Town Council**

**Comment:** 5. Please provide the screening details for dumpsters.

**Response:** **Please see the additional A0-3 sheet for the Dumpster Enclosure, as required.**

**Comment:** 6. Please call out how LDC Sec. 4.06.06 (D) is being met with respect to massing

**1201 E. Robinson St.** **Phone: (407) 271-8910**
**Orlando, Florida 32801**

techniques and architectural technique requirements based on building size/length.

**Response:** **Please see the additional notes to the elevation (sheets A0-1 and A0-2) for The Building Massing Techniques and Architectural Techniques, as required.**

**Comment:** 7. Please provide on the site plan layout sheet how each elevation relates to surrounding properties, parking area, and the right-of-way.

**Response:** **A site plan has been provided.**

**Comment:** 8. Per LDC Sec 4.06.05.B, non-residential roofs shall be wood, synthetic, or fiberglass shingles or tile. Metal roofs may be permitted if determined to be an integral feature of a recognized architectural style. Please demonstrate how the proposed metal roof meets this standard and is an integral feature of a recognized architectural style.

**Response:** **Please see the modified Building Elevations removing the Metal standing seam roofing system as the covered entry roof. The Asphalt shingle roofing system will be a continuous roofing system throughout the building.**

**Comment:** 9. Per LDC Sec. 4.06.06.D(6), awnings, arcades, colonnades, arbors, trellises, and other similar architectural components should be a component of non-residential building design to add interest to the physical character of the area as well as afford a way for pedestrians to get out of the weather.

**Response:** **Please see the additional notes added to the elevations indicating the use of a main covered entry of 8'-0" deep for the covered entry adding interest to the physical character of the area as well as a way for pedestrians to get out of the weather.**

**Comment:** 10. Please provide a landscaping and buffer plan consistent with LDC Chapter 7.

**Response:** **This plan will be provided at final site plan and will comply with chapter 7.**

**Comment:** 11. Please provide a tree survey for the property and a tree mitigation plan in compliance with LDC Section 7.11.

**Response:** **A tree survey has been completed and the trees are depicted on the site plan.**

**Comment:** 12. Please provide the total number of trees on site and any replacement data consistent with the Land Development Code (LDC). Please indicate which are Specimen Trees and which are Heritage Trees and provide the replacement data in concert with the LDC. LDC Section 7.11.03 requires 50% of all specimen trees be preserved on a parcel. LDC Section 7.11.02 requires protection of all Historic Trees unless one of the following conditions is met:

**Response:** **The total number of trees are shown on the site plan and only in a specimen tree.**

**Comment:** a. The tree is not suitable for preservation as determined by a certified arborist.

**Response:** **An arborist has not reviewed the conditions of the trees on the site.**

**Comment:** b. The tree is a threat to a principal structure or otherwise constitutes a hazard requiring removal as determined by a qualified arborist or professional engineer.

**Response:** **The one specimen tree to be removed is in conflict with the proposed building. Due to the flood zone area, this is the only area on the site that will support the building. Relocation of the building to save this tree is not feasible.**

**Comment:** c. The placement of the tree prohibits the economic use of the property for permissible development.

**Response:** **As mentioned above, the specimen tree conflicts with the only logical building location on the site.**

**Comment:** 13. Please indicate why the trees are being removed on a tree removal table and whether any proposed to be removed are on the Town's prohibited plant list. If they are plant species that are prohibited by the Florida Department of Environmental Protection or the Florida Department of Agriculture, or listed as invasive by the Florida Exotic Pest Control, this information needs to be provided on the tree removal table for each tree listed.

**Response:** **The trees to be removed are noted on the site plan. Saving these trees is not feasible as they are located central to the site and conflict with the main drives.**

**Comment:** 14. Please provide data and evaluate, consistent with LDC Section 7.11.04, if any trees can be saved by redesign.

**Response:** **As mentioned above, Due to the onsite flood zone area, there are no other logical locations for the proposed building.**

**Comment:** 15. Tree Protection Detail needs to be provided on the plans to comply with LDC Section 7.11.01.

**Response:** **This will be provided during the final site plan review.**

**Comment:** 16. Please provide details on any hardscape elements consistent with LDC Section 7.07.00 as applicable.

**Response:** **These details will be provided with the final site plan.**

**Comment:** 17. Consistent with LDC 8.04.03.C, visible pedestrian crosswalks, using alternative materials such as brick or other paver materials should be designed into parking lots to promote safety. The accessible parking spaces need to be relocated directly adjacent to the building so that people who need to use these spaces are not having to cross a drive isle to get to the building.

**Response:** **We have proposed concrete crosswalks to contrast with the neighboring asphalt pavement.**

**Comment:** 18. Consistent with LDC 8.04.03.E, parking lots shall be properly lit. The lighting shall be contained on site

**Response:** **A lighting/Photometric plan will be provided with the final site plan and will meet code requirements.**

**Engineering Review Comments**

**Comment:** Water & sewer is not available at the site. The applicant should submit details about how potable water, wastewater management, and fire protection will be provided to a commercial site in an undeveloped area. If a well & septic tank are used, they need to be configured to easily accommodate future connections to central water & sewer when available.

**Response:** **A well and septic system will be proposed, and a holding pond will be provided for fire protection.**

**Comment:** The build-out of the project will likely require right and left turn lanes on SR 19.

**Response:** **We have submitted a traffic memo. The site is exempt from a traffic study, per MPO guidelines**

**Comment:** Per the town's Comp Plan and the Sidewalk and Bicycle Trail Master Plan, the site should include a sidewalk across its frontage.

**Response:** **The sidewalk has now been added to the revised plan.**

**Comment:** The site should be designed with an ADA accessible route to the SR 19 r/w

**Response:** **The ADA access to the sidewalk at the right of way has now been added to the site plan.**

Sincerely,



Bob Ziegenfuss, PE, LEED AP

## VICINITY MAP

SCALE 1: 2000




TREES TO BE REMOVED

TREES TO REMAIN

EXISTING WETLAND

Water Elevation = 80.0'

Low Lying Area

Edge of Water (07/26/2023)

N 00°28'58" E 740.07'(M)

SEPTIC FIELD AREA

100 YEAR FLOOD ZONE LINE

The South 740'

WALL LENGTH = 215.7'

WALL LENGTH = 179.5'

WALL LENGTH = 74.2'

WALL LENGTH = 91'

WALL LENGTH = 77.5'

DOG WALK AREA

Area:193,897± Sq.Ft.
4.45± Acres

Parcel ID:
0221250002000000500

Variance
(Date: 08/28/2023)

VETERINARY OFFICE
6,000 SF
F.F.E.=99.15'

The East 262'

S 89°19'49" E 262.00'(M)

THE N 1/2 OF GOV LOT 3

Parcel ID:
02212500020000048000

FIRE POND

STORMWATER RETENTION POND

NEW PAVEMENT
(FUTURE PARCEL CROSS ACCESS)

NEW PAVEMENT LINE
FUTURE PARCEL
CROSS ACCESS

73.2' BUILDING TIE

74.5' BUILDING TIE

85.7' BUILDING TIE

44.5' BUILDING TIE

DOG WALK AREA

S 00°28'58" W 740.07'(M)

NEW PAVEMENT LINE

(100' Right-of-Way)

RIGHT-OF-WAY
CENTER LINE

State Road No.19
(Asphalt Road)

Asphalt

Edge of Pavement

NORTH

20' 0 20' 40'

GRAPHIC SCALE

## PLAN NOTES

1. ACCESSIBLE PARKING, STRIPING, & ACCESS AISLE
2. ACCESSIBLE PARKING SIGN – 2 SPACES
3. PAVEMENT MARKING
4. 4" WHITE STRIPING PAINT
5. 24" WHITE STOP BAR
6. CROSSWALK STRIPING
7. CONCRETE PAVEMENT
8. ASPHALT PAVEMENT
9. 6" CONCRETE CURB
10. MONOLITHIC CURB AND SIDEWALK
11. CONCRETE WALK W/ EXPANSION JOINTS
12. SIDEWALK END RAMP
13. ACCESSIBLE CORNER RAMP
14. FLARED RAMP
15. DUMPSTER ENCLOSURE (REFER TO ARCHITECTURAL PLANS)
16. STORM STRUCTURE (REFER TO SHEET C4)
17. WATER STRUCTURE (REFER TO SHEET C3)
18. SITE LIGHTING (REFER TO SITE LIGHTING PLANS FOR SPECIFICATIONS)
19. MONUMENT SIGN
20. "STOP" SIGN
21. RETAINING WALL
22. TRANSITION CURB
23. TRANSFORMER
24. BOLLARDS
25. FIRE HYDRANT (SEE SHEET C3)
26. HAND RAILING

## SITE DATA

| | | |
|---|---|---|
| SITE AREA | 193,897 S.F. | (±4.45 AC) |
| PERVIOUS AREA | 154,353 SF | (79.6%) } (100%) |
| IMPERVIOUS AREA | 39,544 SF | (20.4%) } |
| BUILDING AREA | 6,000 SF | (3.1%) |
| PAVEMENT | 33,544 SF | (17.3%) |
| PROPOSED USE | NC (NEIGHBORHOOD COMMERCIAL) | |
| ZONING | NC (NEIGHBORHOOD COMMERCIAL) | |
| BUILDING HEIGHT | 30.5 FEET | |
| FLOOR AREA RATIO | 0.05 | |

| BUILDING SETBACKS | REQUIRED | PROVIDED |
|---|---|---|
| FRONT (EAST, U.S. 19) | 30 FT | 74.5 FT |
| SIDE (NORTH) | 20 FT | 44.7 FT |
| SIDE (SOUTH) | 20 FT | 609.4 FT |
| REAR (WEST) | 30 FT | 117.5 FT |
| LANDSCAPE BUFFER | | |
| FRONT (EAST, U.S. 19) | 15 FT | 15 FT |
| SIDE (NORTH) | 10 FT | 10 FT |
| SIDE (SOUTH) | 10 FT | N/A FT |
| REAR (WEST) | 10 FT | N/A FT |

PARKING REQUIRED

1 SPACE PER 200 S.F. OF GROSS FLOOR AREA
= 6,000 S.F./ 200 S.F.
= 30 PARKING SPACES

| PARKING PROVIDED | |
|---|---|
| REGULAR | 38 SPACES |
| ACCESSIBLE | 2 SPACES |
| TOTAL | 40 SPACES |

FLOOD DISCLAIMER:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONES X & A. THIS PROPERTY WAS FOUND IN LAKE COUNTY, COMMUNITY NUMBER 120585, DATED 2012-12-18.

## LEGAL DESCRIPTION

THE SOUTH 740 FEET OF THE EAST 262 FEET OF THE FOLLOWING DESCRIBED PROPERTY; NORTH HALF OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. LYING WEST OF THE RIGHT OF WAY FOR HIGHWAY NO. 19.

BEFORE YOU DIG! CALL SUNSHINE STATE ONE CALL OF FLORIDA AT LEAST TWO FULL BUSINESS DAYS BEFORE DIGGING OR DISTURBING EARTH. 811 Know what's below. Call before you dig.

## DEVELOPER & CONSULTANTS

### OWNER/DEVELOPER
LAKERIDGE ANIMAL HOSPITAL
20180 US. HIGHWAY 27, #206
CLERMONT, FLORIDA 34715
EMAIL: JESCHDVM@GMAIL.COM
CONTACT: JEFFREY S. ESCH

### CIVIL ENGINEER
Z DEVELOPMENT SERVICES
1201 E. ROBINSON STREET
ORLANDO, FLORIDA 32801
PHONE: 407-271-8910
EMAIL: BOB@ZDEVELOPMENTSERVICES.COM
CONTACT: ROBERT ZIENGENFUSS

### LANDSCAPE
CADDSCAPES, INC.
432 NOWELL LOOP
DELAND, FL 32724
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EMAIL: JASONBRIDGEWATER@GMAIL.COM
CONTACT: JASON BRIDGEWATER

### ARCHITECT
TREBARC ARCHITECTURE DESIGN STUDIO
7501 NW 4TH STREET, SUITE 212 E
PLANTATION, FLORIDA 33317
PHONE: 954-530-1765
EMAIL: ERIC@TREBARC.COM
CONTACT: ERIC TREBBIEN

### SURVEYOR
IRELAND & ASSOCIATES SURVEYING, INC.
800 CURRENCY CIRCLE, SUITE 1020
LAKE MARY, FLORIDA 32746
PHONE: 407-678-3366
EMAIL: ORDERS@IRELANDSURVEYING.COM
CONTACT: BO DAVIS

### GEOTECHNICAL ENGINEER
GEO-TECHNOLOGY ASSOCIATES, INC.
4617 PARKBREEZE COURT
ORLANDO, FLORIDA 32808
PHONE: 321-482-4239
EMAIL: GPILLAPPA@GTAENG.COM
CONTACT: GAUTHAM PILLAPPA

Z DEVELOPMENT SERVICES
CIVIL ENGINEERING CONSULTANTS
CA 29354
1201 E. ROBINSON STREET
ORLANDO, FL 32801
PH: (407) 271-8910

DATE

REVISION

ROBERT D. ZIEGENFUSS, P.E., LEED AP
FL. REG. # 56752

Robert Ziegenfuss
c=US, o=Z Development Services, dnQualifier=A01410D0000019 0EA6802BC000371EF, cn=Robert Ziegenfuss
2025.04.16 13:18:05 -04'00'

This item has been digitally signed and sealed by ROBERT ZIEGENFUSS on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

# VETERINARY OFFICE & RETAIL
STATE ROAD 19
SOUTH OF REVELS ROAD
HOWEY IN THE HILLS, FL 34737

**DATE:** 08/28/24
**DRAWN:** LF
**CHECKED:** DL

# C1
PRELIMINARY SITE PLAN

**PROJECT NO.:** 2023.179

**Veterinary Office Traffic Evaluation**
**Request for Exemption Letter**

The purpose of this evaluation is to provide a traffic analysis for a proposed veterinary office development in Lake County and request an exemption from conducting a Traffic Impact Study (TIS). The site of the development is located on the west side of SR 19, approximately 1,000 ft south of its intersection with Revels Road in Howey in the Hills, Florida. **Figure 1** depicts the site location and its one-mile impact area. The proposed development will consist of a 6,000 square-foot veterinary clinic. The anticipated completion year of the project is 2025. Access to the site will be provided via a full access driveway on SR 19. **Figure 2** depicts the site plan and access configuration.

Trip Generation

The trip generation of the proposed development was calculated with the use of data from the 11th Edition of the ITE Trip Generation Manual. **Table 1** summarizes the trip generation, and the ITE trip generation sheets are attached. Copies of the ITE trip generation worksheets are included in Attachment A.

**Table 1**
**Trip Generation Calculation Summary**

| ITE LUC | Land Use | Size (KSF) | Daily | | A.M. Peak Hour | | | | P.M. Peak Hour | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Rate | Trips | Rate | Enter | Exit | Total | Rate | Enter | Exit | Total |
| 640 | Veterinary Clinic | 6 | 21.50 | 129 | 3.64 | 15 | 7 | 22 | 3.67 | 9 | 13 | 22 |
| **Total New Trips** | | | | **129** | -- | **15** | **7** | **22** | -- | **9** | **13** | **22** |

1- KSF = 1,000 square feet
2- ITE equations were used where R2>0.75

Based upon ITE data the proposed development will generate 129 daily trips, 22 A.M. peak hour trips and 22 P.M. peak hour trips.

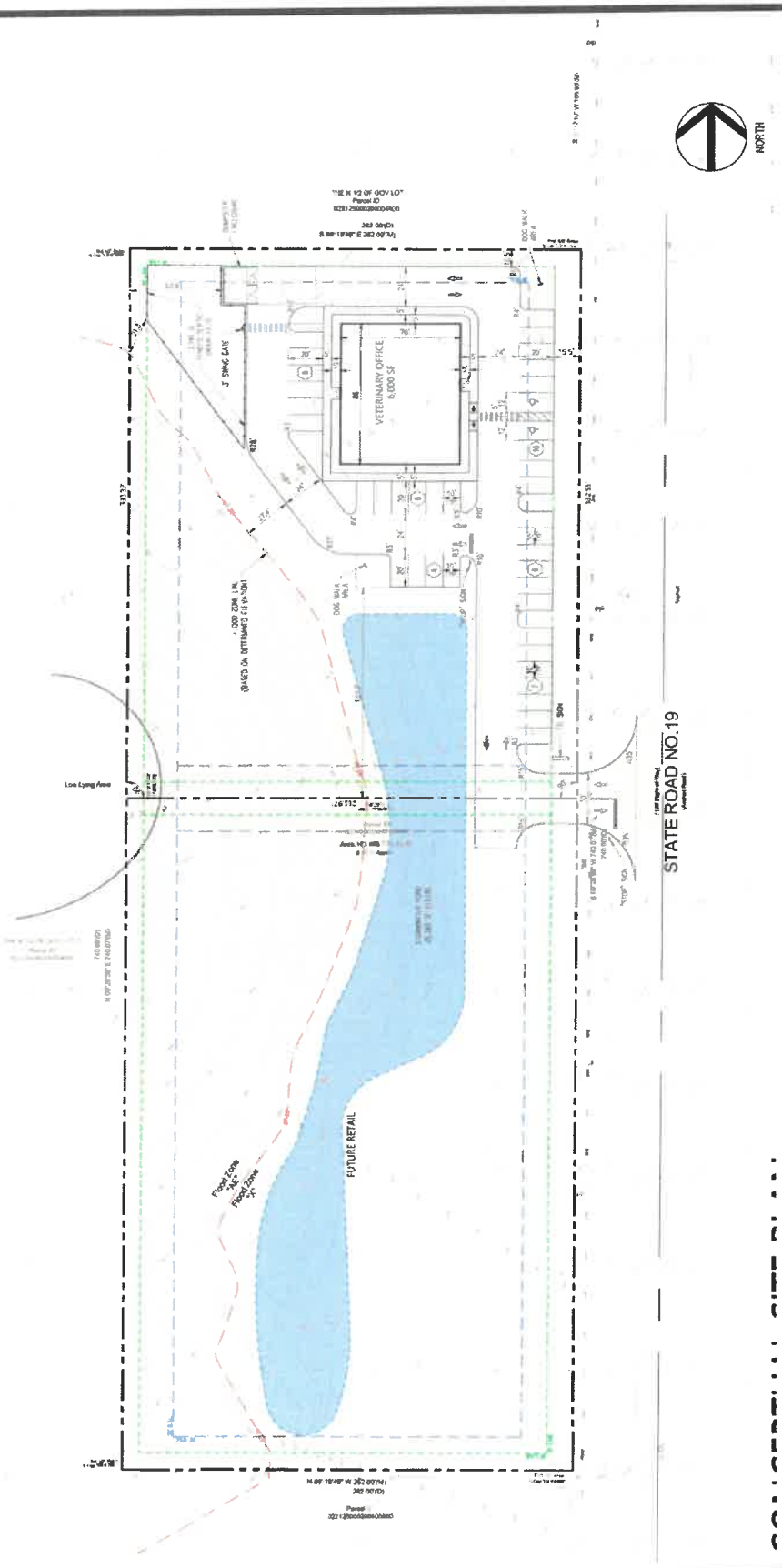
**TPD No. 5880**
**11/16/2023**




Veterinary Office
Project № 5880
**Figure 1**

***Site Location***

N




Veterinary Office
Project № 5880
**Figure 2**

**Site Plan**

N
NTS

Based upon our knowledge of the area and its socioeconomic characteristics, a distribution pattern for the project trips was determined as follows:

- To/From the south on State Road 19.....54%
- To/From the north on State Road 19.....46%

This distribution is illustrated in **Figure 3** which also shows the project's daily and P.M. peak hour trips assigned to the area roadways.

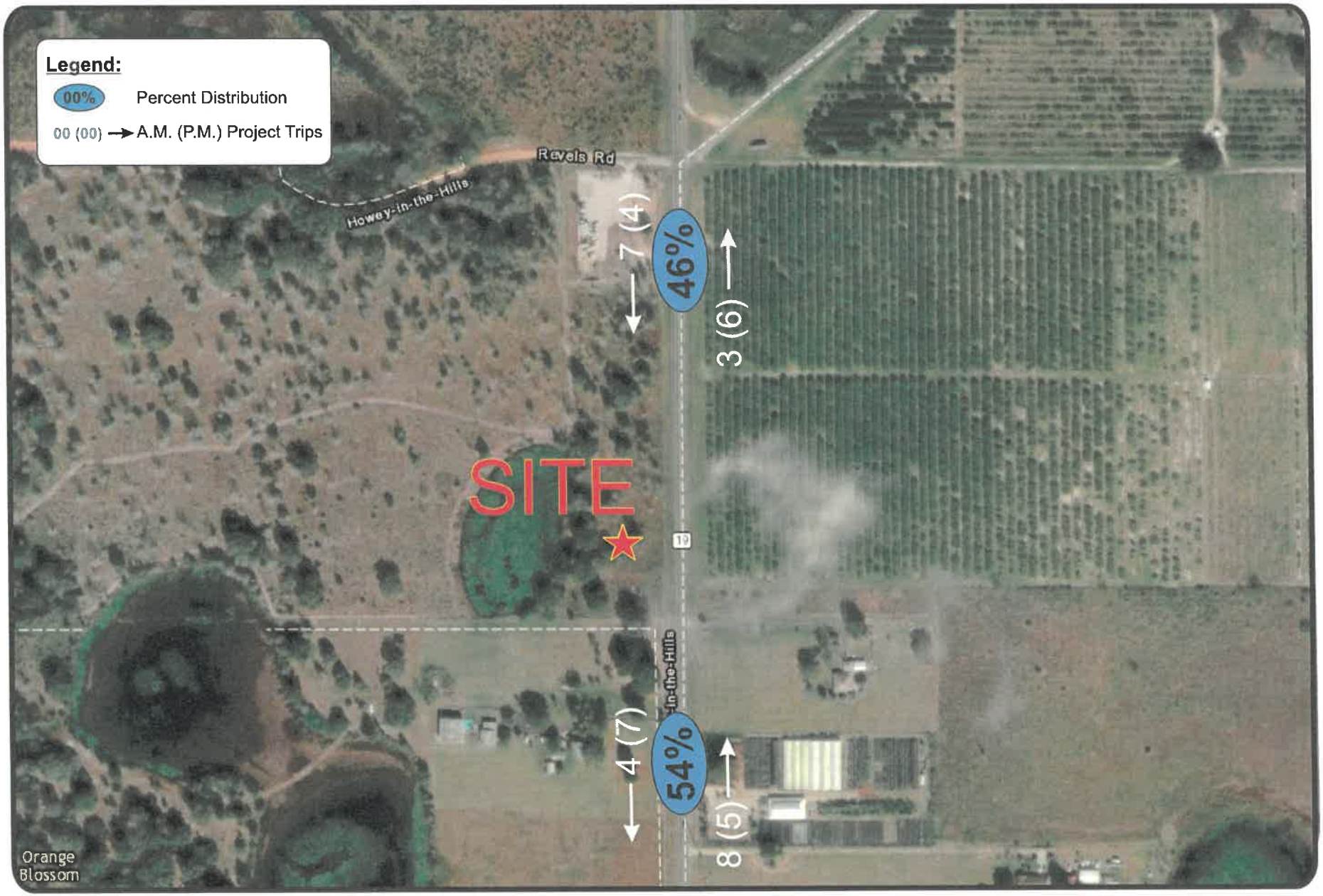
Area of Influence/Impact Assessment

Based upon the project's trip generation, the proposed project is a de minimis development and considered to create non-substantial impacts. The Applicant believes that this project is more in keeping with a Tier 1 type project and, therefore, this Request for Exemption Letter is being submitted. The area of influence for a Tier 1 TIA is defined as having a minimum one-mile radius from the main access point of the project.

The capacity analysis for the roadway segments to be impacted by the proposed development within one-mile is summarized in **Table 2**. The table shows that the impacted roadways have ample excess capacity to accommodate the project trips. Pertinent roadway segment data sheets showing the existing trips along with the corresponding segment capacities are included in Attachment B.

**Table 2**
**Existing Roadway Capacity**

| Roadway Segment | Lns | Adopted | | P.M. Peak Hour | | | | |
|---|---|---|---|---|---|---|---|---|
| | | LOS | Capacity | Direction | Volume | Available Capacity | V/C | LOS |
| ***SR 19*** | | | | | | | | |
| Central Avenue to CR 455 | 2L | D | 1,200 | NB | 433 | 767 | 0.36 | B |
| | | | | SB | 372 | 828 | 0.31 | B |




Veterinary Office
Project № 5880
**Figure 3**

## *Trip Distribution*

N
NTS

Request for Exemption for Tier 1 Traffic Impact Analysis

The proposed development will result in 129 daily trips, 22 A.M. peak hour trips (15 inbound and 7 outbound) and 22 P.M. peak hour trips (9 inbound and 13 outbound) to be added to the area roadways. As shown in Table 2, the impacted roadway network has adequate capacity without reducing the Level of Service (LOS). Therefore, an exemption from doing a Tier 1 Traffic Impact Analysis is requested.

**NAME:** Turgut Dervish, P.E.
**P.E. No.:** 20400
**DATE:** November 16, 2023

**SIGNATURE:**



ATTACHMENT A

# Animal Hospital/Veterinary Clinic
# (640)

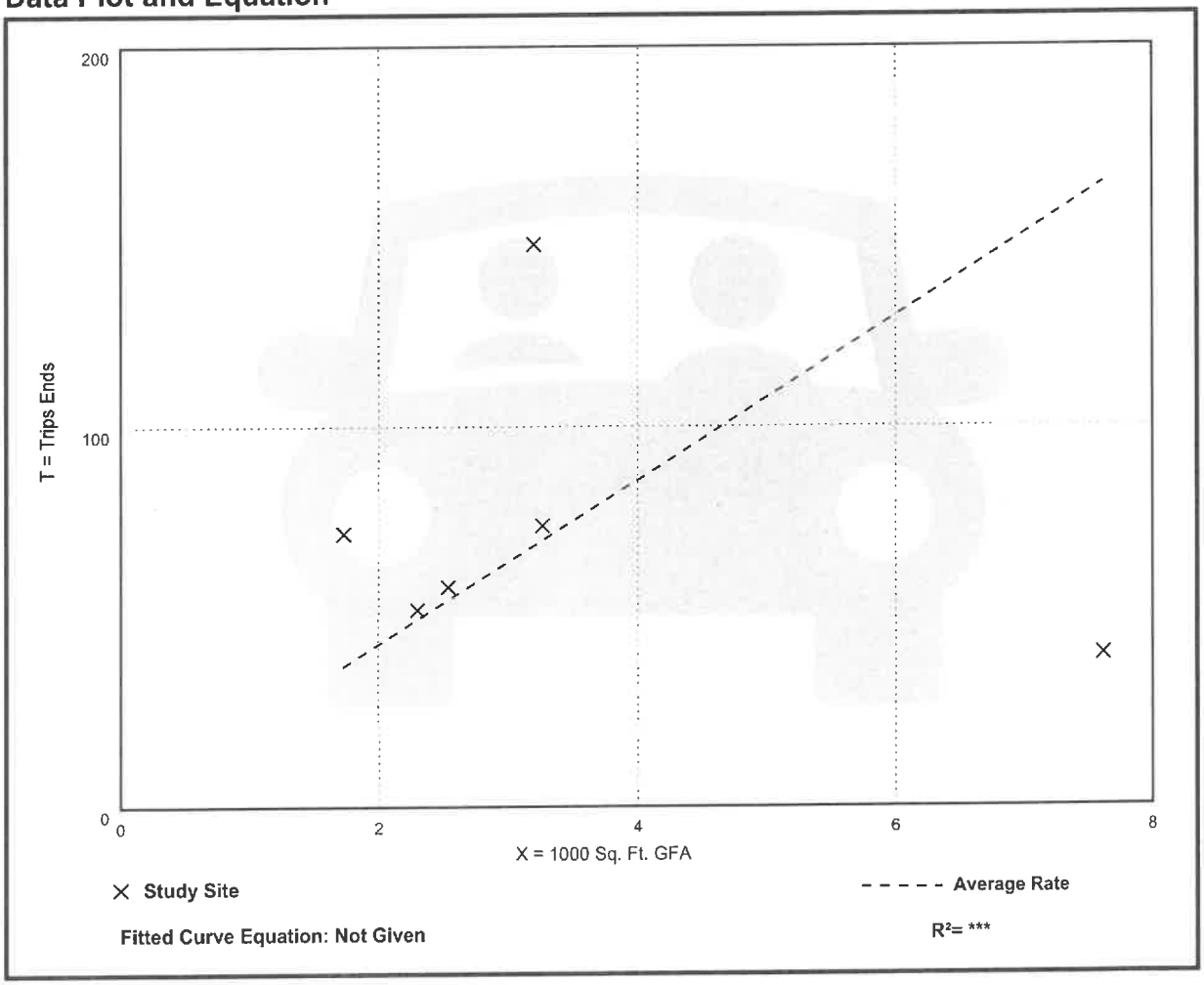
**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday**

**Setting/Location: General Urban/Suburban**
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 21.50 | 5.25 - 46.25 | 16.50 |

## Data Plot and Equation



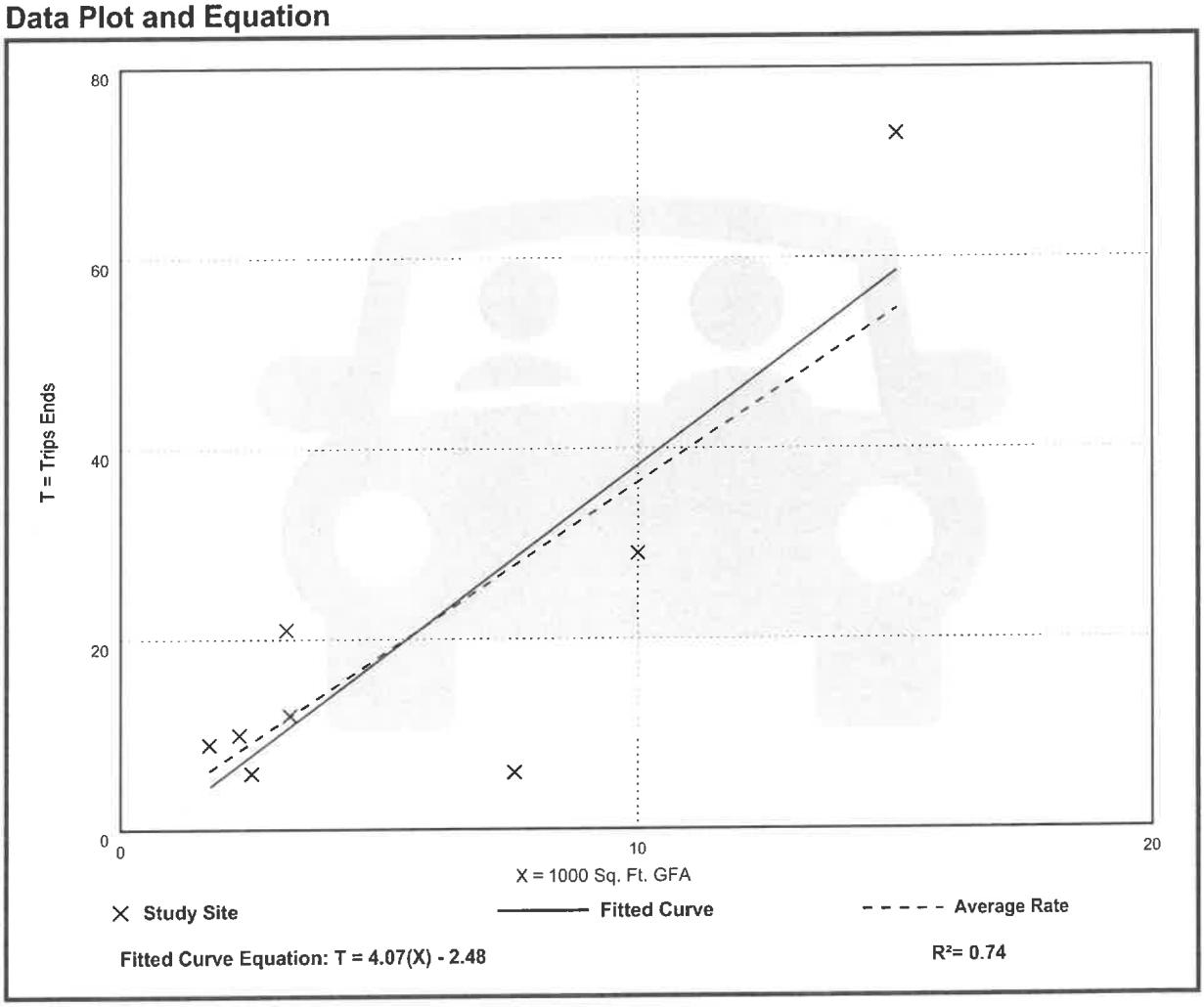
# Animal Hospital/Veterinary Clinic
# (640)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 8
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 67% entering, 33% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 3.64 | 0.79 - 6.56 | 1.78 |

## Data Plot and Equation



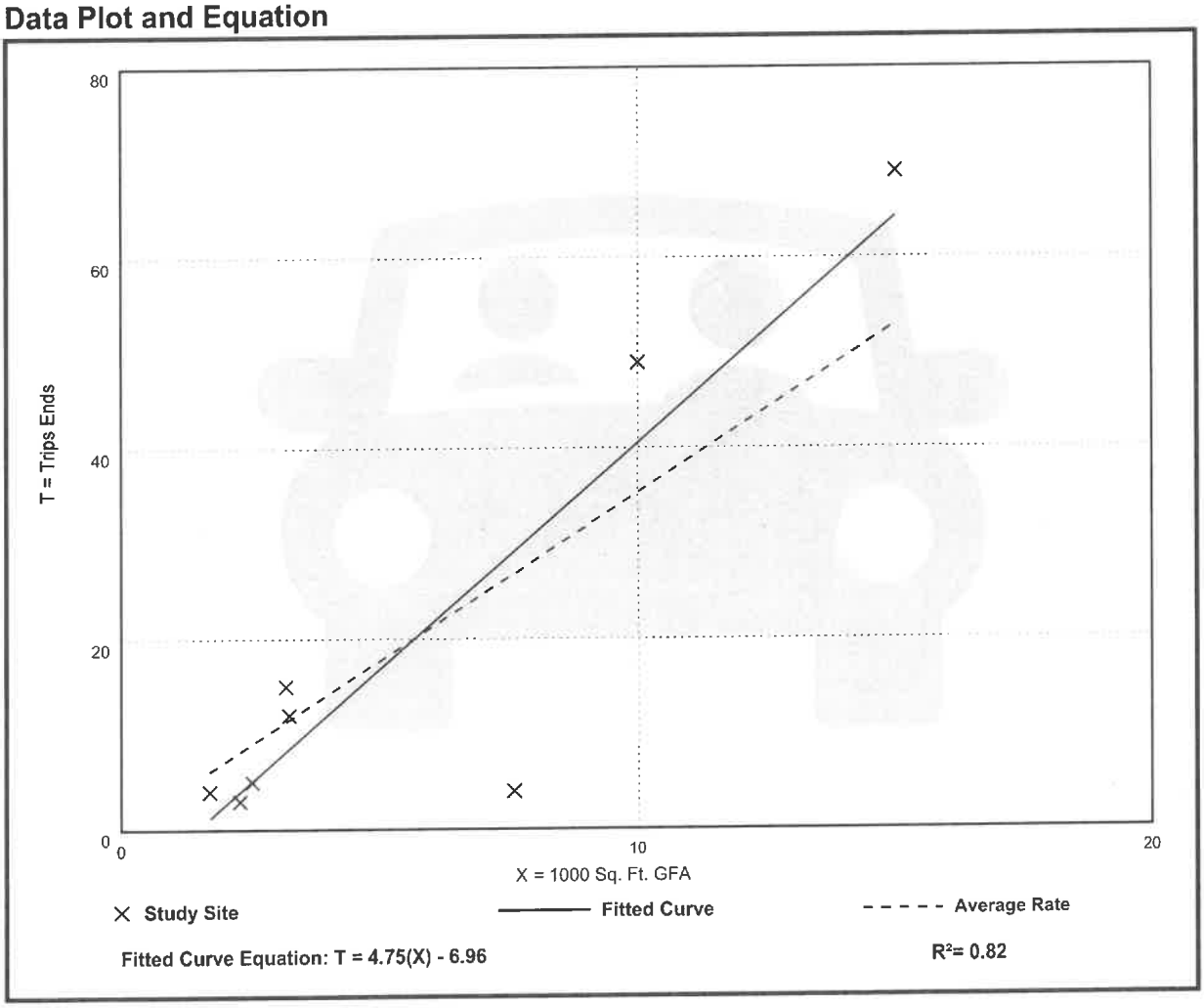
# Animal Hospital/Veterinary Clinic
# (640)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**
**On a: Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location: General Urban/Suburban**
Number of Studies: 8
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 40% entering, 60% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

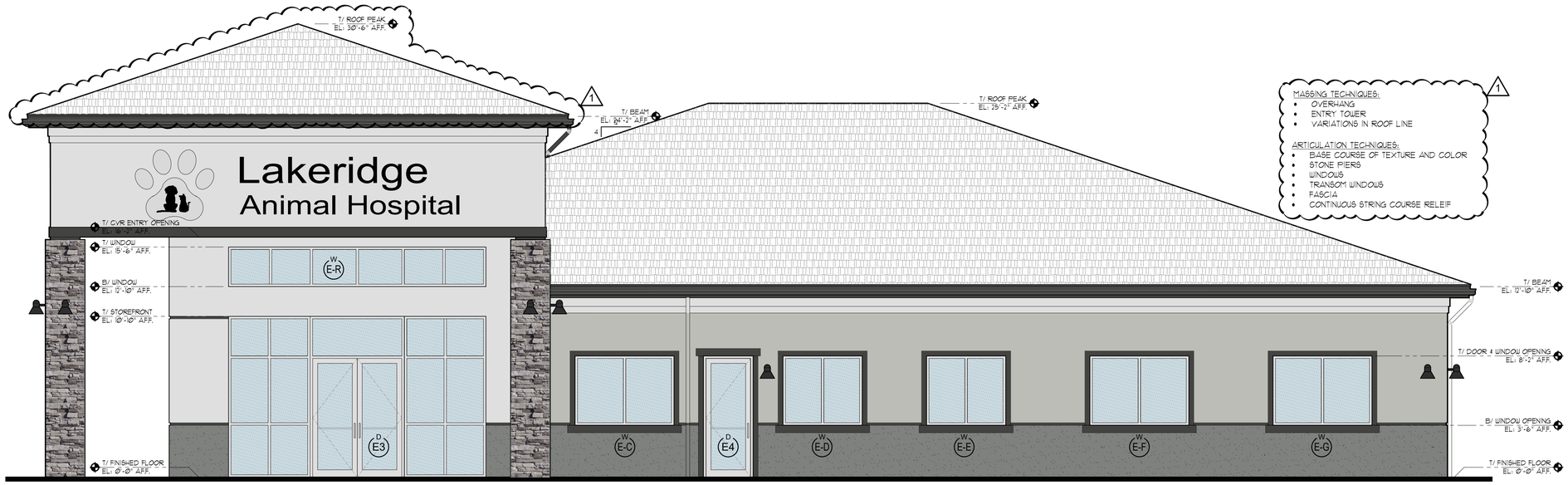
| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 3.53 | 0.53 - 4.90 | 1.80 |

## Data Plot and Equation



ATTACHMENT B

| SEGMENT ID | COUNTY STATION | FDOT STATION | DATA SOURCE | SPEED LIMIT | SEGMENT LENGTH (MI) | ROAD NAME | FROM | TO | LANES (2023) | LANES (2027) | URBAN / RURAL | DIVIDED / UNDIVIDED | MAINTAINING AGENCY | JURISDICTION | ADOPTED LOS STANDARD | DAILY SERVICE VOLUME | 2023 AADT | 2023 DAILY V/C | 2023 DAILY LOS | PEAK HOUR DIRECTIONAL SERVICE VOLUME | 2023 PEAK HOUR HCM3 V/C LOS | 2023 PEAK HOUR SERVICE VOLUME | 2023 PEAK HOUR V/C | 2023 PEAK HOUR LOS | GROWTH RATE | DAILY SERVICE VOLUME (2027) | 2027 AADT | 2027 DAILY V/C | 2027 DAILY LOS | PEAK HOUR DIRECTIONAL SERVICE VOLUME (2027) | 2027 PEAK HOUR HCM3 V/C LOS | 2027 PEAK HOUR SERVICE VOLUME | 2027 PEAK HOUR V/C | 2027 PEAK HOUR LOS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0410 | 38 | | County | 45 | 2.09 | N HIAWASSEE ROAD | W PINE BOULEVARD | SR 50 | 4 | 4 | URBAN | DIVIDED | COUNTY | CITY OF CLERMONT | D | 37,810 | 17,500 | 0.47 | C | 1,890 | 500 | 1,890 | 0.26 | C | 3.29% | 52,970 | 19,010 | 0.50 | C | 1,890 | 700 | 850 | 0.45 | C |
| 0880 | 39 | | County | 45 | 3.05 | S HIAWASSEE ROAD | SR 50 | HOOKS STREET | 4 | 4 | URBAN | DIVIDED | COUNTY | CITY OF CLERMONT | D | 37,810 | 22,310 | 0.59 | C | 1,890 | 700 | 1,890 | 0.37 | C | 3.29% | 52,970 | 24,110 | 0.73 | C | 1,890 | 837 | 1,170 | 0.62 | C |
| 0890 | 39 | | AVAILABLE | 45 | 1.03 | S HIAWASSEE ROAD | HOOKS STREET | STONE LAKE ROAD | 2 | 2 | URBAN | DIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 17,530 | 10,370 | 1.38 | F | 1,890 | 1,890 | 1,890 | 1.38 | F | 3.29% | 17,530 | 10,370 | 1.38 | F | 1,890 | 1,890 | 1,890 | 1.38 | F |
| 0900 | 17 | | County | 45 | 1.70 | S HIAWASSEE ROAD | STONE LAKE ROAD | WHITEWOOD MARSH ROAD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF CLERMONT | D | 16,830 | 10,001 | 0.59 | C | 890 | 510 | 890 | 0.57 | C | 3.29% | 16,830 | 10,001 | 0.59 | C | 890 | 510 | 890 | 0.57 | C |
| 0910 | 18 | | COUNTY | 45 | 2.29 | WHITEWOOD MARSH ROAD | HIAWASSEE ROAD | SR 429 | 2 | 4 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 16,830 | 17,564 | 1.11 | F | 1,890 | 1,890 | 1,890 | 1.11 | F | 3.29% | 16,830 | 17,564 | 1.11 | F | 1,890 | 1,890 | 1,890 | 1.11 | F |
| 0920 | 0915 / 0915B | AVAILABLE | 45 | 1.41 | WHITEWOOD MARSH ROAD | HIAWASSEE ROAD | W OAKLEAF WAY | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 16,830 | 16,530 | 0.98 | D | 890 | 619 | 847 | 0.94 | D | 3.29% | 16,830 | 16,530 | 0.98 | D | 890 | 619 | 847 | 0.94 | D |
| 0930 | 39 | | County | 45 | 2.21 | WHITEWOOD MARSH ROAD | W OAKLEAF WAY | ORANGE COUNTY LINE | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 21,780 | 11,400 | 0.52 | C | 1,890 | 712 | 974 | 0.51 | C | 3.29% | 21,780 | 11,400 | 0.52 | C | 1,890 | 967 | 709 | 0.50 | C |
| 0940 | 380 | | County | 30 | 0.70 | HEIN TOG STREET | SR 44 | LAKE HEIN AVENUE | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 1,844 | 0.15 | C | 530 | 68 | 84 | 0.16 | C | 3.29% | 15,200 | 1,758 | 0.17 | C | 530 | 64 | 84 | 0.16 | C |
| 0950 | 380 | | County | 30 | 1.61 | HIGHLAND STREET | LAKE AVENUE | 4TH AVENUE | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF MOUNT DORA | D | 16,140 | 5,765 | 0.22 | C | 530 | 178 | 137 | 0.34 | C | 3.29% | 16,140 | 5,576 | 0.23 | C | 530 | 173 | 169 | 0.32 | C |
| 0960 | 30 | | County | 30 | 0.31 | HOOKS STREET | LAKE SHORE DRIVE | US 27 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF CLERMONT | D | 15,200 | 6,972 | 0.47 | D | 890 | 397 | 369 | 0.45 | D | 3.29% | 15,200 | 7,127 | 0.71 | D | 890 | 485 | 467 | 0.65 | C |
| 0970 | 31 | | County | 45 | 0.84 | HOOKS STREET | US 27 | DIXIELEE MANOR AVENUE | 4 | 4 | URBAN | DIVIDED | COUNTY | CITY OF CLERMONT | D | 40,800 | 17,433 | 0.53 | C | 1,900 | 478 | 599 | 0.36 | C | 1.76% | 41,894 | 17,947 | 0.59 | C | 1,900 | 525 | 553 | 0.51 | C |
| 0980 | 32 | | County | 45 | 0.27 | HOOKS STREET | DIXIELEE MANOR AVENUE | CITRUS TOWER BOULEVARD | 6 | 6 | URBAN | DIVIDED | COUNTY | CITY OF CLERMONT | D | 59,100 | 19,519 | 0.44 | C | 1,970 | 646 | 437 | 0.44 | C | 1.04% | 59,100 | 19,860 | 0.47 | C | 1,970 | 551 | 569 | 0.46 | C |
| 0990 | 33 | | County | 35 | 1.65 | HOOKS STREET | CITRUS TOWER BOULEVARD | HANCOCK ROAD | 6 | 6 | URBAN | DIVIDED | COUNTY | CITY OF CLERMONT | D | 59,100 | 19,419 | 0.39 | C | 1,970 | 585 | 423 | 0.42 | C | 1.04% | 59,100 | 19,901 | 0.41 | C | 1,970 | 610 | 654 | 0.44 | C |
| 2160 | 400 | 737021 | County | 35 | 0.95 | HOPE UTTER DRIVE | DAVID WALKER DRIVE | KURT STREET | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | D | 15,200 | 7,100 | 0.19 | C | 530 | 79 | 54 | 0.16 | C | 1.04% | 15,200 | 7,205 | 0.12 | C | 530 | 82 | 84 | 0.16 | C |
| 2170 | 356 | | County | 35 | 0.29 | HUGHEY ROAD | SR 19 | US 441 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 6,224 | 0.69 | D | 890 | 375 | 200 | 0.52 | D | 3.29% | 15,200 | 6,382 | 0.30 | C | 530 | 411 | 222 | 0.79 | D |
| 0180 | 19 | | County | 35 | 1.67 | JOHNS LAKE ROAD | US 27 | HANCOCK ROAD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF CLERMONT | D | 14,800 | 8,972 | 0.84 | D | 710 | 599 | 595 | 0.84 | D | 3.70% | 14,992 | 10,210 | 0.73 | D | 710 | 682 | 661 | 0.93 | D |
| 2184 | 470 | | County | 35 | 0.20 | KURT STREET | W LAKERIDGE AVENUE | DAVID WALKER DRIVE | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 4,114 | 0.34 | C | 530 | 284 | 283 | 1.00 | F | 1.04% | 15,200 | 4,196 | 0.08 | C | 530 | 326 | 331 | 1.00 | F |
| 2200 | 468 | | County | 35 | 0.30 | KURT STREET | DAVID WALKER DRIVE | W HOMER ROAD / W WOODS AVENUE | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 4,108 | 0.21 | C | 710 | 178 | 183 | 0.26 | C | 1.04% | 15,200 | 4,097 | 0.22 | C | 710 | 169 | 203 | 0.29 | C |
| 2205 | 469 | | County | 35 | 0.63 | KURT STREET | W HOMER ROAD / W WOODS AVENUE | SR 44 | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 3,510 | 0.32 | C | 710 | 201 | 201 | 0.28 | C | 1.04% | 14,992 | 4,784 | 0.41 | C | 710 | 230 | 258 | 0.42 | C |
| 2210 | 339 | | County | 35 | 0.69 | W LADYLAKE BOULEVARD | WEST TOWNE | US 27/441 | 2 | 2 | URBAN | UNDIVIDED | TOWN OF LADY LAKE | TOWN OF LADY LAKE | D | 15,200 | 7,286 | 0.53 | C | 530 | 44 | 29 | 0.11 | C | 1.04% | 15,200 | 7,564 | 0.29 | C | 530 | 50 | 61 | 0.13 | C |
| 2230 | 523 | | County | 35 | 0.64 | W LADY LAKE BOULEVARD | US 27/441 | SR 44 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | TOWN OF LADY LAKE | D | 15,200 | 618 | 0.05 | C | 530 | 34 | 21 | 0.07 | C | 1.04% | 15,200 | 650 | 0.06 | C | 530 | 39 | 22 | 0.09 | C |
| 2240 | 430 | | County | 30 | 0.31 | LAKE STREET | SR 44 | LAKESHORE DRIVE | 2 | 2 | URBAN | UNDIVIDED | CITY OF LEESBURG | CITY OF LEESBURG | D | 15,200 | 685 | 0.07 | C | 530 | 63 | 29 | 0.09 | C | 1.04% | 14,992 | 731 | 0.07 | C | 530 | 61 | 28 | 0.09 | C |
| 2245 | 8 | | AVAILABLE | 40 | 0.89 | LAKE DRIVE | SR 44 | COUNTRY ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 9,900 | - | - | - | 470 | - | - | - | - | 1.04% | 9,900 | - | - | - | 470 | - | - | - | - |
| 2251 | 395 | | County | 30 | 0.09 | LAKE ELLA ROAD | SUMTER COUNTY LINE | MICRO ELECTRICAL ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 5,917 | 0.23 | C | 530 | 170 | 181 | 0.33 | C | 0.00% | 15,200 | 5,958 | 0.27 | C | 530 | 239 | 135 | 0.41 | C |
| 2260 | 511 | | AVAILABLE | 45 | 0.51 | LAKE ELLA ROAD | MICRO RACE TRACK ROAD | ROLLING ACRES ROAD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 13,951 | 0.92 | D | 530 | 530 | 530 | 1.00 | F | 1.04% | 15,200 | 14,107 | 0.93 | D | 530 | 530 | 530 | 1.00 | F |
| 2270 | 511 | | County | 45 | 1.51 | LAKE ELLA ROAD | ROLLING ACRES ROAD | SR 441 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 7,952 | 0.70 | C | 890 | 68 | 77 | 0.08 | C | 1.04% | 15,200 | 7,757 | 0.43 | C | 890 | 70 | 76 | 0.09 | C |
| 2280 | 7 | | County | 35 | 0.71 | LAKE ERIE ROAD | SR 44 | SR 40 | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 7,100 | 884 | 0.21 | B | 410 | 53 | 47 | 0.13 | B | 0.00% | 7,100 | 1,128 | 0.10 | B | 410 | 29 | 31 | 0.15 | B |
| 2310 | 368 | | County | 35 | 1.59 | LAKE EUSTIS DRIVE | US 441 | CLAY BOULEVARD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | E | 15,200 | 7,563 | 0.63 | D | 710 | 350 | 280 | 0.60 | C | 1.70% | 14,992 | 7,829 | 0.62 | D | 710 | 398 | 351 | 0.61 | C |
| 2320 | 10 | | County | 45 | 1.31 | LAKE LOUISA ROAD | LAKESHORE DRIVE | NORTH DELLAND BOULEVARD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,780 | 7,277 | 0.53 | C | 1,000 | 394 | 299 | 0.39 | C | 1.04% | 15,780 | 7,506 | 0.28 | C | 1,000 | 526 | 317 | 0.51 | C |
| 2330 | 0 | | County | 35 | 1.18 | LAKE LOUISA ROAD | CR 561 | ANSTER YARD ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 9,900 | 1,515 | 0.17 | C | 570 | 50 | 196 | 0.23 | C | 1.04% | 9,900 | 1,561 | 0.18 | C | 570 | 57 | 109 | 0.21 | C |
| 2340 | 540 | | County | 30 | 0.23 | LAKE STREET | US 441 | MAIN STREET | 2 | 2 | URBAN | UNDIVIDED | CITY OF LEESBURG | CITY OF LEESBURG | D | 15,200 | 2,970 | 0.26 | C | 530 | 79 | 110 | 0.26 | C | 1.04% | 14,992 | 3,061 | 0.31 | C | 530 | 127 | 141 | 0.34 | C |
| 2350 | 430 | | County | 30 | 0.41 | LAKE STREET | MAIN STREET | SR 44 | 2 | 2 | URBAN | UNDIVIDED | CITY OF LEESBURG | CITY OF LEESBURG | D | 15,200 | 3,211 | 0.27 | C | 530 | 107 | 146 | 0.28 | C | 1.04% | 14,992 | 3,309 | 0.33 | C | 530 | 137 | 181 | 0.31 | C |
| 2360 | 9 | | County | 40 | 1.60 | LAKESHORE DRIVE (CLOS) | CR 561 | SIDING TRONC | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 3,286 | 0.22 | C | 790 | 169 | 163 | 0.18 | C | 1.04% | 15,200 | 3,353 | 0.27 | C | 790 | 164 | 159 | 0.20 | C |
| 2361 | 16 | | County | 40 | 1.62 | LAKESHORE DRIVE (CLOS) | DONALD ROAD | RANGER ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 11,275 | 0.73 | C | 790 | 668 | 602 | 0.85 | D | 1.04% | 15,200 | 11,551 | 0.73 | C | 790 | 618 | 594 | 0.88 | C |
| 2362 | 17 | | County | 40 | 0.47 | LAKESHORE DRIVE (CLOS) | RANGER ROAD | LAKE LOUISA ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 5,286 | 0.38 | C | 790 | 290 | 163 | 0.18 | C | 1.04% | 15,200 | 5,394 | 0.42 | C | 790 | 341 | 260 | 0.33 | C |
| 2363 | 22 | | County | 35 | 0.77 | LAKESHORE DRIVE (CLOS) | LAKE LOUISA ROAD | WATERTOWN TRAIL ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 5,987 | 0.43 | C | 890 | 423 | 282 | 0.32 | C | 1.04% | 15,200 | 6,143 | 0.48 | C | 890 | 535 | 313 | 0.47 | D |
| 2364 | 668 | | County | 35 | 1.66 | LAKESHORE DRIVE (CLOS) | CLAY BOULEVARD | SOUTH BAY STREET / SR 19 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | D | 15,200 | 7,103 | 0.49 | C | 530 | 160 | 256 | 0.27 | C | 0.70% | 15,200 | 7,159 | 0.74 | D | 530 | 257 | 157 | 0.77 | D |
| 2370 | 616 | | County | 35 | 0.62 | W LAKESHORE AVENUE | HUNT STREET | SR 19 | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 7,791 | 0.79 | D | 530 | 530 | 418 | 0.84 | D | 1.04% | 15,200 | 8,026 | 0.76 | D | 530 | 530 | 530 | 0.85 | D |
| 2380 | 617 | | AVAILABLE | 45 | 0.49 | W LAKESHORE AVENUE | SR 19 | HUNTER AVENUE | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 8,068 | 0.82 | D | 530 | 530 | 530 | 1.00 | F | 1.04% | 15,200 | 8,303 | 0.77 | D | 530 | 530 | 530 | 1.00 | F |
| 2390 | 617 | | AVAILABLE | 30 | 0.34 | E LAKESHORE AVENUE | HUNTER AVENUE | SR 19 | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 6,998 | 0.74 | D | 530 | 530 | 530 | 1.00 | F | 1.04% | 15,200 | 7,213 | 0.76 | D | 530 | 530 | 530 | 1.00 | F |
| 2394 | 617 | | AVAILABLE | 30 | 0.34 | E LAKESHORE AVENUE | SR 19 | HUNTER AVENUE | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 6,998 | 0.74 | D | 530 | 530 | 530 | 1.00 | F | 1.04% | 15,200 | 7,213 | 0.76 | D | 530 | 530 | 530 | 1.00 | F |
| 2396 | 377 | | County | 35 | 0.93 | LAKE PARK TUTORY | SR 19 | CR 561 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF TAVARES | D | 15,200 | 5,811 | 0.43 | C | 530 | 333 | 190 | 0.31 | C | 1.04% | 15,200 | 6,177 | 0.14 | C | 530 | 222 | 155 | 0.31 | C |
| 2400 | 441 | | County | 35 | 0.76 | LEE STREET | NORTH ROAD | US 441 | 2 | 2 | URBAN | UNDIVIDED | CITY OF LEESBURG | CITY OF LEESBURG | D | 15,200 | 1,294 | 0.05 | C | 530 | 549 | - | - | - | 1.04% | 15,200 | 1,358 | 0.05 | C | 530 | - | - | - | - |
| 2410 | 438 | | County | 30 | 0.40 | LEE STREET | US 441 | MAIN STREET | 2 | 2 | URBAN | UNDIVIDED | CITY OF LEESBURG | CITY OF LEESBURG | D | 15,200 | 3,510 | 0.28 | C | 530 | - | - | - | - | 1.04% | 15,200 | 3,440 | 0.29 | C | 530 | - | - | - | - |
| 2430 | 559 | | County | 45 | 0.20 | MID GOLF CART PARKWAY | LEE ST | LIBERTY ROAD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF GROVELAND | D | 15,200 | 5,711 | 0.17 | C | 790 | 99 | 149 | 0.19 | C | 0.68% | 15,530 | 2,295 | 0.21 | C | 790 | 99 | 176 | 0.20 | C |
| 2433 | 510 | 737025 | County | 30 | 0.90 | LIBERTY AVENUE | DONNELLY STREET | US 441 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF MOUNT DORA | D | 15,200 | 2,591 | 0.20 | C | 530 | 108 | 140 | 0.33 | C | 1.04% | 15,200 | 2,706 | 0.18 | C | 530 | 108 | 161 | 0.31 | C |
| 2440 | 557 | | County | 30 | 0.11 | LONE OAK DRIVE | MIMS STREET | SR 44 | 2 | 2 | URBAN | UNDIVIDED | CITY OF LEESBURG | CITY OF LEESBURG | D | 15,200 | 1,211 | 0.11 | C | 530 | 280 | 280 | 0.53 | C | 1.04% | 15,200 | 2,282 | 0.12 | C | 530 | 280 | 280 | 0.51 | C |
| 2470 | 10 | | County | 35 | 0.67 | LONG HOLLOW ROAD | CR 561 | LAKESHORE DRIVE | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 5,470 | 0.36 | C | 530 | 220 | 110 | 0.42 | C | 0.28% | 15,200 | 5,550 | 0.40 | C | 530 | 301 | 191 | 0.57 | C |
| 2490 | 439 | | County | 30 | 0.79 | E MAIN STREET | SR 19 | CR 561 / E CLAIR AVENUE / FIRST STREET | 2 | 2 | URBAN | DIVIDED | CITY OF TAVARES | CITY OF TAVARES | D | 15,200 | 2,391 | 0.20 | C | 710 | 465 | 282 | 0.22 | C | 1.04% | 15,200 | 2,410 | 0.34 | C | 710 | 434 | 227 | 0.34 | C |
| 2510 | 440 | | AVAILABLE | 30 | 0.50 | MAIN STREET (EASTBOUND) | SR 44 | THOMAS AVENUE | 2 | 2 | URBAN | UNDIVIDED | CITY OF LEESBURG | CITY OF LEESBURG | D | 14,930 | 12,380 | 0.70 | C | 890 | 890 | 890 | 1.00 | F | 1.04% | 15,530 | 13,244 | 0.75 | C | 890 | 890 | 890 | 1.00 | F |
| 2520 | 438 | | County | 35 | 1.00 | MAIN STREET (EASTBOUND) | THOMAS AVENUE | US 27 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF LEESBURG | D | 14,930 | 10,946 | 1.01 | F | 1,000 | 1,000 | 1,000 | 1.00 | F | 3.49% | 15,530 | 11,946 | 1.08 | F | 1,000 | 1,000 | 1,000 | 1.00 | F |
| 2530 | 441 | | County | 35 | 0.60 | MAIN STREET (EASTBOUND) | US 27 | LEE STREET | 4 | 4 | URBAN | UNDIVIDED | COUNTY | CITY OF LEESBURG | D | 15,580 | 10,600 | 1.07 | E | 530 | 472 | 533 | 0.58 | C | 1.03% | 15,580 | 11,478 | 1.16 | F | 530 | 530 | 530 | 1.00 | E |
| 2540 | 441 | | AVAILABLE | 35 | 0.58 | MAIN STREET (EASTBOUND) | LEE STREET | CANAL STREET | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF LEESBURG | D | 15,200 | 10,850 | 1.09 | E | 530 | 472 | 533 | 0.58 | C | 1.04% | 15,200 | 11,729 | 1.18 | F | 530 | 530 | 530 | 1.00 | E |
| 2550 | 438 | | County | 35 | 0.61 | MAIN STREET (EASTBOUND) | CANAL STREET | LAKE STREET | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF LEESBURG | D | 14,930 | 9,943 | 0.99 | E | 530 | 530 | 354 | 0.46 | C | 1.49% | 15,530 | 10,530 | 1.05 | F | 530 | 530 | 354 | 0.70 | C |
| 2570 | 453 | | County | 30 | 0.52 | MAIN STREET (EASTBOUND) | LAKE STREET | SR 44 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF LEESBURG | D | 15,200 | 4,301 | 0.38 | C | 890 | - | - | - | - | 1.04% | 15,530 | 4,534 | 0.32 | C | 890 | - | - | - | - |
| 2580 | 430 | | County | 30 | 0.32 | MAIN STREET (EASTBOUND) | SR 44 | MITCHELL DRIVE / CHANTEUSE DRIVE | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF LEESBURG | D | 15,200 | 4,977 | 0.40 | C | 530 | 530 | 373 | 0.65 | D | 1.04% | 15,200 | 5,030 | 0.50 | C | 530 | 530 | 530 | 0.82 | D |
| 2600 | 442 | | County | 35 | 0.61 | MARION COUNTY ROAD | SR 19 | SOUTH AIRPORT ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 21,780 | 7,362 | 0.34 | B | 1,000 | 1,000 | 1,000 | 1.00 | F | 3.70% | 21,780 | 7,362 | 0.34 | B | 1,000 | 1,000 | 1,000 | 1.00 | F |
| 2630 | 554 | | AVAILABLE | 45 | 3.01 | MARION COUNTY ROAD | STATE AIRPORT ROAD | LAKE GRIFFIN ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 7,362 | 0.48 | C | 790 | 790 | 790 | 1.00 | F | 3.70% | 15,200 | 7,362 | 0.48 | C | 790 | 790 | 790 | 1.00 | F |
| 2640 | 370 | | County | 30 | 1.02 | MASTERTON CAMPS ROAD | SR 19 | SORRELL SUBDIVISION | 2 | 2 | URBAN | UNDIVIDED | CITY OF MINNEOLA | CITY OF MINNEOLA | D | 15,200 | 7,000 | 0.49 | C | 1,000 | - | - | - | - | 1.04% | 15,200 | 7,141 | 0.54 | C | 1,000 | - | - | - | - |
| 2650 | 330 | | County | 30 | 0.67 | MELENDEZ STREET | CLAY AVENUE | US 27/441 | 2 | 2 | URBAN | UNDIVIDED | TOWN OF LADY LAKE | TOWN OF LADY LAKE | D | 15,200 | 7,324 | 0.13 | C | 530 | 61 | 56 | 0.11 | C | 1.04% | 15,200 | 7,562 | 0.13 | C | 530 | 64 | 68 | 0.12 | C |
| 2660 | 555 | | County | 35 | 1.19 | METRO WAYS TRAIL ROAD | LAKE ELLA ROAD | SR 441 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 10,788 | 1.06 | F | 530 | 412 | 334 | 1.01 | F | 2.25% | 15,200 | 12,095 | 1.19 | F | 530 | 530 | 530 | 1.00 | F |
| 2670 | 423 | | County | 35 | 1.42 | MONROVIA GROVE (GOLF COURSE) | SR 441 | CR 466A | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 5,956 | 0.18 | C | 530 | 92 | 91 | 0.19 | C | 3.00% | 16,000 | 6,282 | 0.23 | C | 530 | 112 | 108 | 0.21 | D |
| 2680 | 446 | | County | 45 | 0.70 | MT HOMER ROAD | CR 19A | US 441 | 2 | 2 | URBAN | UNDIVIDED | CITY OF TAVARES | CITY OF TAVARES | D | 15,200 | 2,622 | 0.20 | C | 790 | 79 | 0 | 0.04 | C | 1.00% | 15,200 | 2,661 | 0.20 | C | 790 | 79 | 70 | 0.09 | E |
| 2690 | 447 | | County | 45 | 0.68 | MT HOMER ROAD | US 441 | DAVID WALKER DRIVE | 2 | 2 | URBAN | UNDIVIDED | CITY OF EUSTIS | CITY OF EUSTIS | E | 15,200 | 2,166 | 0.18 | C | 530 | 176 | 52 | 0.14 | C | 1.04% | 15,200 | 2,208 | 0.19 | C | 530 | 523 | 97 | 0.28 | C |
| 2695 | 450 | | County | 45 | 0.81 | MT HOMER ROAD | DAVID WALKER DRIVE | ALBY STREET | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | D | 15,200 | 6,966 | 0.42 | C | 530 | 236 | 208 | 0.30 | C | 1.25% | 15,200 | 6,964 | 0.65 | C | 530 | 233 | 220 | 0.49 | C |
| 2430 | 11B/60 | 737000 | State | 45 | 0.23 | OLD 441 (CR 466A) | US 441 | SR 19 | 4 | 4 | URBAN | UNDIVIDED | CITY OF TAVARES | CITY OF TAVARES | D | 33,820 | 15,989 | 0.54 | C | 1,900 | 766 | 916 | 0.60 | C | 3.00% | 33,820 | 16,868 | 0.63 | C | 1,900 | 907 | 941 | 0.59 | C |
| 2697 | 447 | | County | 35 | 0.54 | OLD EUSTIS ROAD | W OAKLEAF WAY | E OAKLEAF LAKE DRIVE | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 760 | 0.06 | C | 530 | 48 | 18 | 0.11 | C | 1.04% | 15,200 | 784 | 0.06 | C | 530 | 50 | 48 | 0.12 | C |
| 2698 | 448 | | County | 35 | 0.54 | OLD EUSTIS ROAD | E OAKLEAF LAKE DRIVE | E ORANGE LAKE DRIVE | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF MOUNT DORA | D | 15,200 | 1,728 | 0.13 | C | 530 | 61 | 56 | 0.13 | C | 1.04% | 15,200 | 1,783 | 0.14 | C | 530 | 64 | 68 | 0.12 | C |
| 2699 | 405 | | County | 35 | 9.05 | OLD MIMS FARM ROAD | SR 19 | EUSTIS ROAD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | D | 15,200 | 5,108 | 0.40 | C | 530 | 154 | 231 | 0.33 | C | 1.04% | 15,200 | 4,868 | 0.23 | C | 530 | 201 | 200 | 0.33 | D |
| 2700 | 450 | | AVAILABLE | 35 | 0.69 | OLD MOUNT DORA ROAD | EUSTIS ROAD | US 441 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | D | 15,200 | 6,108 | 0.20 | C | 530 | 530 | 259 | 0.50 | C | 1.04% | 15,200 | 6,222 | 0.22 | C | 530 | 530 | 530 | 0.82 | D |
| 2705 | 447 | 737010 | County | 45 | 1.42 | OLD MOUNT DORA ROAD | US 441 | CR 448 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | D | 15,200 | 6,966 | 0.42 | C | 530 | 236 | 208 | 0.30 | C | 1.04% | 15,200 | 6,964 | 0.65 | C | 530 | 233 | 220 | 0.49 | C |
| 2708 | 525 | 737024 | State | 45 | 0.23 | OLD MOUNT DORA ROAD | SR 19 | EUSTIS ROAD | 4 | 4 | URBAN | UNDIVIDED | COUNTY | CITY OF EUSTIS | D | 33,820 | 15,989 | 0.54 | C | 1,900 | 766 | 916 | 0.60 | C | 3.00% | 33,820 | 16,868 | 0.63 | C | 1,900 | 907 | 941 | 0.59 | C |
| 2710 | 441 | 737002 | State | 45 | 0.74 | ROLLING ACRES ROAD | US 27 / US 441 | SR 44 | 4 | 4 | URBAN | UNDIVIDED | COUNTY | TOWN OF LADY LAKE | D | 33,820 | 15,326 | 0.45 | C | 1,900 | 118 | 69 | 0.04 | C | 3.00% | 33,820 | 15,810 | 0.47 | C | 1,900 | 118 | 69 | 0.04 | C |
| 2720 | 330 | | County | 35 | 0.74 | ROLLING ACRES ROAD | SR 44 | US 27/441 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | TOWN OF LADY LAKE | D | 15,200 | 7,324 | 0.13 | C | 530 | 61 | 56 | 0.11 | C | 1.04% | 15,200 | 7,562 | 0.13 | C | 530 | 64 | 68 | 0.12 | C |
| 2730 | 106 | 737014 | County | 45 | 1.00 | ROLLING ACRES ROAD | CR 466 | CR 466A | 2 | 2 | URBAN | UNDIVIDED | COUNTY | TOWN OF LADY LAKE | D | 15,200 | 10,753 | 1.04 | F | 1,000 | 1,000 | 1,000 | 1.00 | F | 1.39% | 15,200 | 11,016 | 1.12 | F | 1,000 | 1,000 | 1,000 | 1.00 | F |
| 2740 | 415 | | County | 45 | 1.55 | ROLLING ACRES ROAD | CR 466 | LAKE TELLA ROAD | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 21,780 | 8,713 | 0.40 | B | 1,000 | 538 | 464 | 0.31 | B | 1.03% | 22,155 | 8,168 | 0.60 | B | 1,000 | 178 | 653 | 0.34 | B |
| 2750 | 519 | | County | 45 | 1.49 | ROUND LAKE ROAD | WOLF BRANCH ROAD | SR 44 | 2 | 2 | URBAN | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | D | 15,200 | 4,886 | 0.37 | C | 890 | 200 | 369 | 0.41 | C | 1.04% | 15,200 | 5,080 | 0.42 | C | 890 | 267 | 261 | 0.43 | C |
| 2760 | 448 | | County | 45 | 1.60 | ROUND LAKE ROAD | SR 44 | ORANGE COUNTY LINE | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 2,650 | 0.36 | C | 890 | 296 | 273 | 0.23 | C | 1.04% | 14,930 | 2,963 | 0.26 | C | 890 | 347 | 282 | 0.39 | C |
| 2800 | 502 | | County | 45 | 4.10 | ROYAL TRAIL ROAD | SR 44 | NEWBERRY AVENUE | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 14,100 | 1,963 | 0.14 | B | 590 | 68 | 109 | 0.10 | B | 0.28% | 14,139 | 2,171 | 0.15 | B | 760 | 91 | 139 | 0.15 | B |
| 2810 | 537 | | County | 35 | 0.83 | SAINT GUILLIANS | TORRINGTON BOULEVARD | GRIFFIN AVENUE | 2 | 2 | URBAN | UNDIVIDED | COUNTY | TOWN OF LADY LAKE | D | 15,200 | 5,175 | 0.51 | C | 530 | 530 | 53 | 0.10 | C | 1.04% | 15,200 | 5,286 | 0.53 | C | 530 | 530 | 97 | 0.20 | C |
| 2820 | 359 | | County | 45 | 3.14 | SHIRLEY (SHORE) ROAD | SR 448 | DIXIE ISLAND ROAD | 2 | 2 | RURAL | UNDIVIDED | COUNTY | UNINCORPORATED LAKE COUNTY | C | 15,200 | 5,964 | 0.22 | B | 790 | 790 | 133 | 0.21 




EAST BUILDING ELEVATION

SCALE: 1/4 = 1'-0"

2 A0-1




SOUTH BUILDING ELEVATION

SCALE: 1/4 = 1'-0"

1 A0-1

1 SW 7063 NEBULOUS WHITE - OVER STUCCO

2 SW 7065 ARGOS - OVER STUCCO

3 SW 7067 CITY SCAPE - TEXTURED OVER STUCCO

4 SW 7069 IRON ORE - FASCIA TRIM

5 STONE TRIM: ELDORADO - SILVER LINING STACKED STONE

6 ASPHALT SHINGLE: TIMBERLINE AMERICAN HARVEST - COLOR: FOX HOLLOW GRAY

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Eric Trebbien P.A.
AR94258

TrebArc, Inc
architecturedesignstudio
7501 NW 4th Street #212e
Plantation, FL 33317
954.530.1765

STATE OF FLORIDA
ERIC R. TREBBIEN
AR94258
REGISTERED ARCHITECT

Digitally signed by Eric R Trebbien
Date: 2025.04.11 18:04:56 -04'00'

SHEET TITLE: Building Elevations

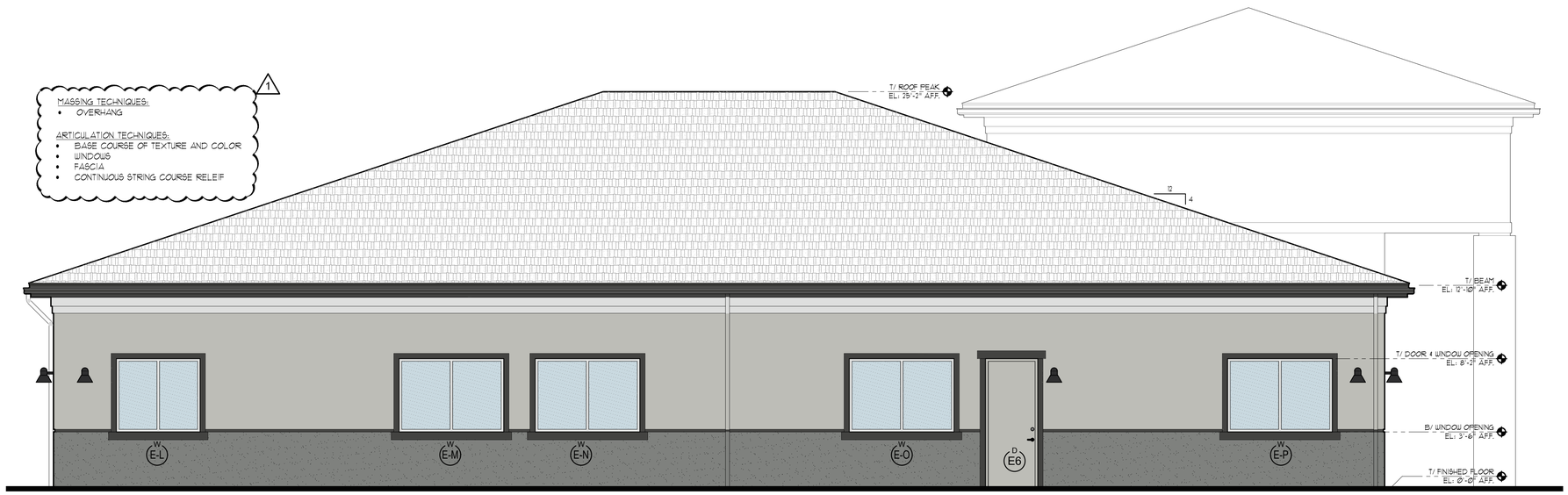
PROJECT NAME:
New Ground Up Building and Veterinary Facility for:
Dr Jeffery S. Esch, DVM
State Road 19
Howey in the Hills, Florida 34737
Parcel No.: 02-21-258-0002-000-00500

1 As per City Comments
DATE: 04/11/2025
REVISIONS:

| | |
|---|---|
| RELEASED FOR: | REVIEW |
| DATE: | 02/04/2025 |
| PROJECT MGR.: | CEL |
| PROJECT NO.: | 24114 |

A0-1

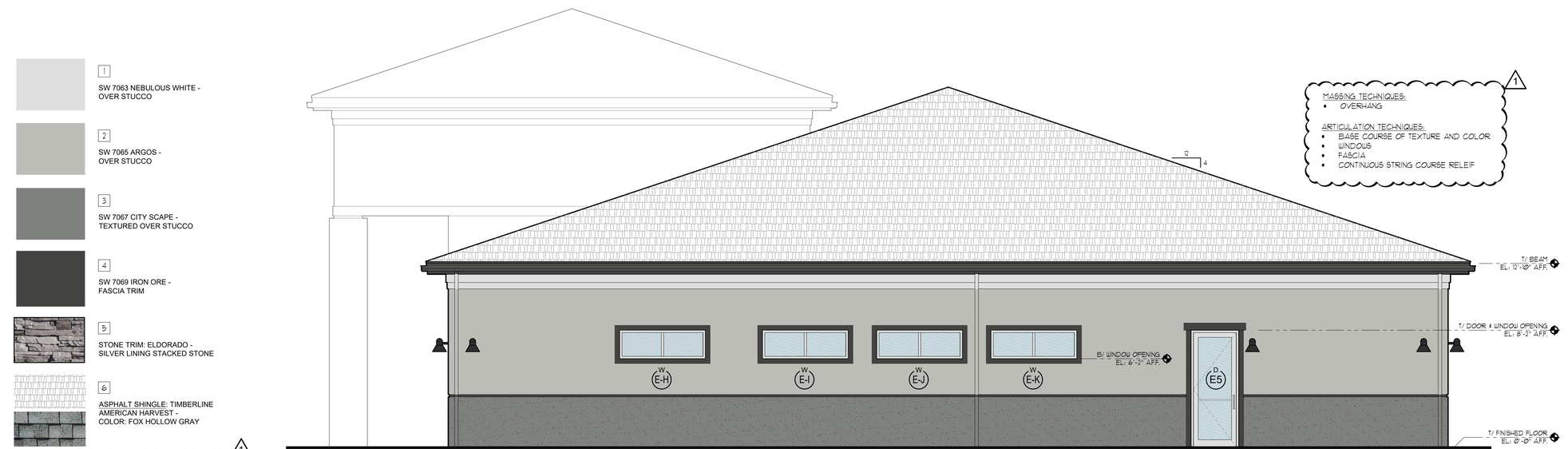
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## WEST BUILDING ELEVATION

SCALE: 1/4 = 1'-0"

2 A0-2




## NORTH BUILDING ELEVATION

SCALE: 1/4 = 1'-0"

1 A0-2

1 SW 7063 NEBULOUS WHITE - OVER STUCCO

2 SW 7065 ARGOS - OVER STUCCO

3 SW 7067 CITY SCAPE - TEXTURED OVER STUCCO

4 SW 7069 IRON ORE - FASCIA TRIM

5 STONE TRIM: ELDORADO - SILVER LINING STACKED STONE

6 ASPHALT SHINGLE: TIMBERLINE AMERICAN HARVEST - COLOR: FOX HOLLOW GRAY

1

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STATE OF FLORIDA
ERIC R. TREBBIEN
AR94258
REGISTERED ARCHITECT

Digitally signed by Eric R Trebbien
Date: 2025.04.11 18:05:35 -04'00'

SHEET TITLE: Building Elevations

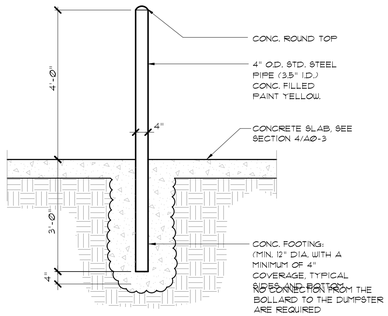
PROJECT NAME:
New Ground Up Building and Veterinary Facility for:
Dr Jeffery S. Esch, DVM
State Road 19
Howey in the Hills, Florida 34737
Parcel No.: 02-21-258-0002-000-00500

1 As per City Comments
DATE: 04/11/2025
REVISIONS:

| | |
|---|---|
| RELEASED FOR: | REVIEW |
| DATE: | 02/04/2025 |
| PROJECT MGR.: | CEL |
| PROJECT NO.: | 24114 |

A0-2

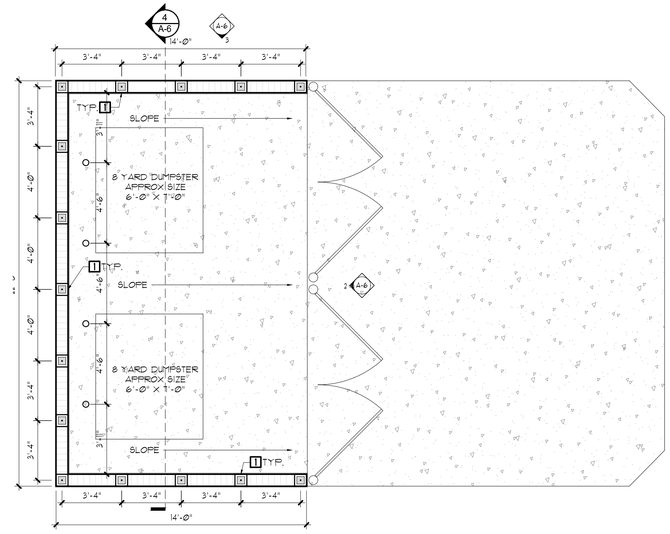
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## BOLLARD DETAIL

SCALE: N.T.C.

6 / A0-3




## DUMPSTER ENCLOSURE PLAN

SCALE: 1/4" = 1'-0"

1 / A0-3

north




## SIDE ELEVATION

SCALE: 1/2" = 1'-0"

3 / A0-3




## FRONT (GATE) ELEVATION

SCALE: 1/2" = 1'-0"

2 / A0-3

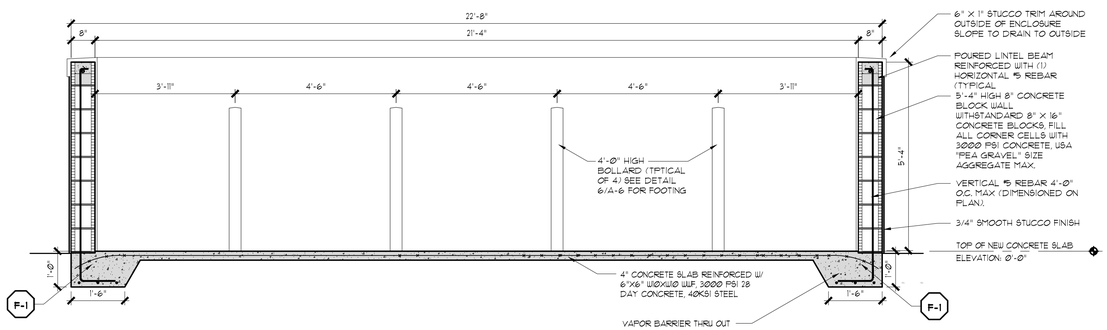
| FOUNDATION SCHEDULE | | | | |
|---|---|---|---|---|
| MARK | SIZE | DEPTH | TRANSVERSE REINF. | REMARKS |
| F-1 | 18" | 12" | (3) #5 BOTTOM CONTINUOUS WITH #5 TRANSVERSE BARS AT MINIMUM 4'-0" OC. | POURED CONTINUOUS WITH FINISHED SLAB |

| COLUMN SCHEDULE | | | | | |
|---|---|---|---|---|---|
| MARK | SYMBOL | SIZE | MATERIAL | VERTICAL REINFORCEMENT | LOCATION |
| 1 | | 8" X 8" | FILLED CELL MASONRY | 1 # 5 | COORDINATE WITH FOUNDATION ON DUMPSTER ENCLOSURE PLAN |

## DUMPSTER ENCLOSURE SECTION

SCALE: N.T.S.

5 / A0-3




## DUMPSTER ENCLOSURE SECTION

SCALE: 1/2" = 1'-0"

4 / A0-3

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7501 NW 4th Street #212e
Plantation, FL 33317
954.530.1765

STATE OF FLORIDA · ERIC R. TREBBIEN · AR94258 · REGISTERED ARCHITECT

Digitally signed by Eric R Trebbien
Date: 2025.04.11 18:05:58 -04'00'

SHEET TITLE: Dumpster Enclosure

PROJECT NAME:
**New Ground Up Building and Veterinary Facility for: Dr Jeffery S. Esch, DVM**
**State Road 19**
**Howey in the Hills, Florida 34737**
**Parcel No.: 02-21-258-0002-000-00500**

1 As per City Comments
DATE: 04/11/2025
REVISIONS:

| | |
|---|---|
| RELEASED FOR: | REVIEW |
| DATE: | 02/04/2025 |
| PROJECT MGR.: | CEL |
| PROJECT NO.: | 24114 |

1 A0-3 NEW SHEET

# ALTA/NSPS Land Title Survey

## Boundary Survey

Legal Description:

THE SOUTH 740 FEET OF THE EAST 262 FEET OF THE FOLLOWING DESCRIBED PROPERTY; NORTH HALF OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. LYING WEST OF THE RIGHT OF WAY FOR HIGHWAY NO. 19.

FLOOD DISCLAIMER:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONES X & A. THIS PROPERTY WAS FOUND IN LAKE COUNTY, COMMUNITY NUMBER 120585, DATED 2012-12-18.

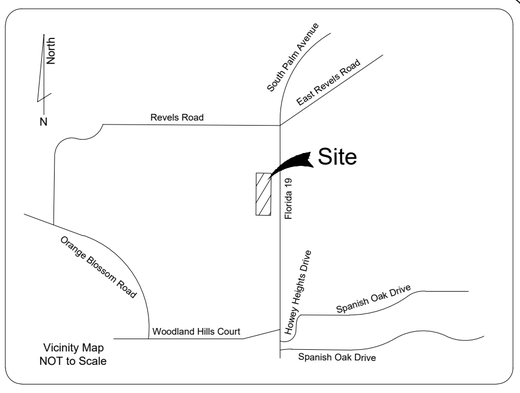
-Benchmark Information-
National Geodetic Survey Datum
Designation - Z 430
PID - AB5338
Elevation - 86.88'
(Elevations are based upon NAVD 88 Datum)

-Site Benchmark Information-
#1
Fnd. 1/2" Rebar & Cap "LB # 7623".
Elevation: 100.44'

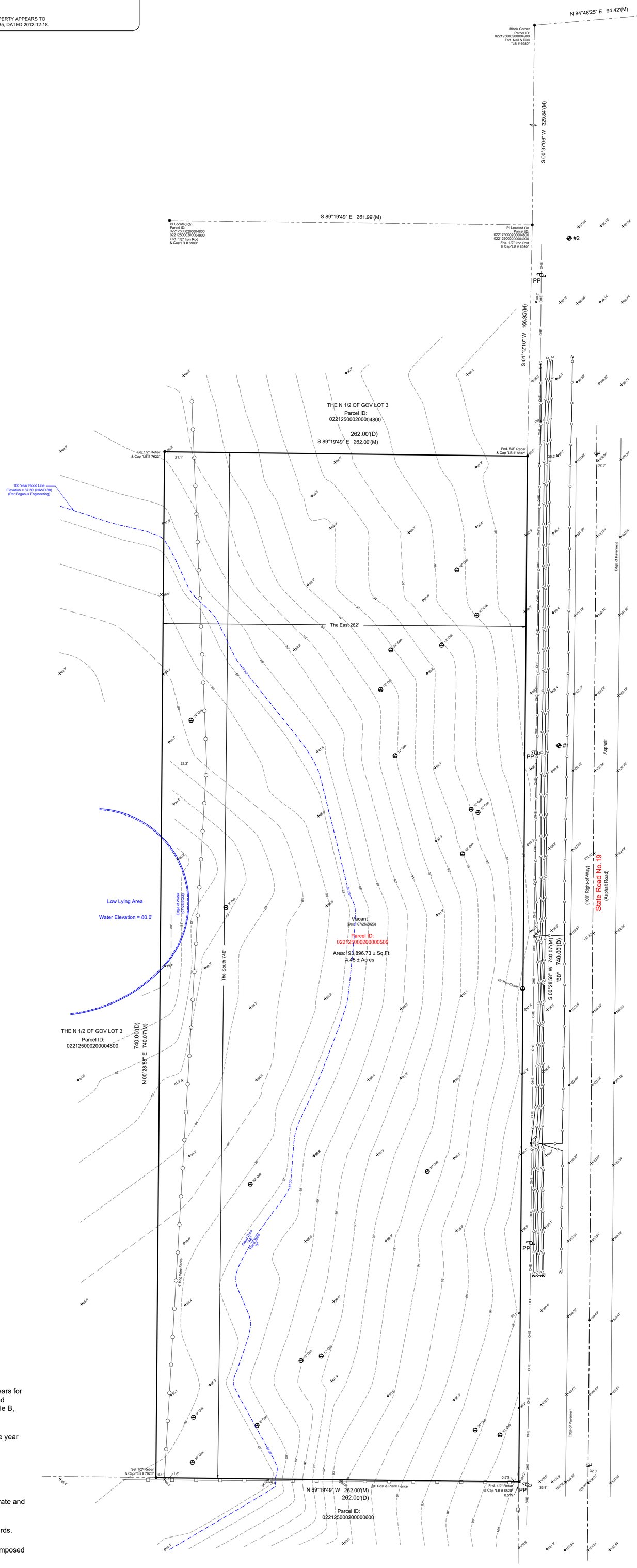
#2
Fnd. 1/2" Rebar & Cap "LB # 7623".
Elevation: 97.21'

Survey Notes:
No Wetland Flags Located at Time of Survey.

Prior Survey Provided by Client by Bishman Surveying & Mapping Inc. used for Reference.



Vicinity Map
NOT to Scale




Schedule B - II
Issued by: Old Republic National Title Insurance Company,
Issuing Agent: - 3728801,
Commitment Number: 1422098,
Issuing Office File Number: 22325 Chon,
Effective Date: June 27, 2023 at 11:00 P.M.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

***No Adverse Claims Provided.***

2. a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.

***Not a Survey Matter.***

b. Rights or claims of parties in possession not recorded in the Public Records.

***None Provided at Time of Survey.***

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.

***No Visible Encroachments at Time of Survey.***

d. Easements or claims of easements not recorded in the Public Records.

***None Provided at Time of Survey.***

e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.

***Not a Survey Matter.***

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

***Not on a State Body of Water.***

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

***Not a Survey Matter.***

5. Right of Way Easement in favor of Sumter Electric Cooperative, Inc. recorded in O.R. Book 612. Page 1497, as affected by Quit Claim Deed recorded in O.R. Book 1282. Page 595, Public Records of Lake County, Florida.

***Does Not Affect Subject Property. Poles Located Within Right-of-Way.***

6. Rights of the lessees under unrecorded leases.

***Not a Survey Matter.***

7. Coverage is excepted as to riparian and littoral rights; the possible right of the public to use beach area and/or waterways; and any Land insured herein that was formerly or is currently submerged, including any filled lands, artificially exposed lands, and lands accreted to such lands, for the rights of the United States Government and the State of Florida. If the Navigational Servitude Endorsement is attached to this policy and made a part hereof, the coverage afforded thereby shall not extend to any portion of the Land subject to a claim of ownership by the State of Florida by right of sovereignty. Commitment exception #3 is hereby deleted in its entirety.

***Not a Survey Matter.***

ALTA/NSPS CERTIFICATION

Certified to: JEFFREY S. ESCH; HUNT LAW FIRM, P.A.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 8, 9, 11(b), 13, 16, and 18 of Table A thereof.

The fieldwork was completed on 07/26/2023.

Date of Plat or Map: 10/10/2023.

Patrick K. Ireland, PSM 6637

PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Gross Land Area: 193,896.73 ± Square Feet or 4.45 ± Acres more or less.

Setback Requirements: Front: UNDEFINED
Side: UNDEFINED
Rear: UNDEFINED

Zoning: PUD

Square footage of Buildings: 0.00 Square Feet ±.
Parking Space Size: (Standard) 00 Parking Stripes found at time of Survey
(Handicap) 00 Parking Stripes found at time of Survey

In the process of conducting the fieldwork, no of earth moving work, building construction or building additions within recent months were observed.
In the process of conducting the fieldwork, no evidence of recent street or sidewalk construction or repairs were observed.
In the process of conducting the fieldwork, no evidence of site use as a solid waste dump, sump or sanitary landfill were observed.
In the process of conducting the fieldwork, no evidence of cemeteries and/or burial grounds were observed.
In the process of conducting the fieldwork, no evidence of any water features were observed.
In the process of conducting the fieldwork, no evidence of wetland delineation markers were observed.
Vehicular Access to Subject Property is provided by:
State Road No.19

| Field Date: 07/26/23 | Date Completed: 07/29/23 |
|---|---|
| Drawn By: SD | File Number: IS-120206 |

-Legend-

| | | | |
|---|---|---|---|
| C | - Calculated | PC | - Point of Curvature |
| ℄ | - Centerline | Pg. | - Page |
| CB | - Concrete Block | PI | - Point of Intersection |
| CM | - Concrete Monument | P.O.B. | - Point of Beginning |
| Conc. | - Concrete | P.O.L. | - Point on Line |
| D | - Description | PP | - Power Pole |
| DE | - Drainage Easement | PRM | - Permanent Reference Monument |
| Esmt. | - Easement | PT | - Point of Tangency |
| F.E.M.A. | - Federal Emergency Management Agency | R | - Radius |
| FFE | - Finished Floor Elevation | Rad. | - Radial |
| Fnd. | - Found | R&C | - Rebar & Cap |
| IP | - Iron Pipe | Rec. | - Recovered |
| L | - Length (Arc) | Rfd. | - Roofed |
| M | - Measured | Set | - Set ½" Rebar & |
| N&D | - Nail & Disk | Rebar | Cap "LB 7623" |
| N.R. | - Non-Radial | Typ. | - Typical |
| ORB | - Official Records Book | UE | - Utility Easement |
| P | - Plat | WM | - Water Meter |
| P.B. | - Plat Book | Δ | - Delta (Central Angle) |
| -□- | - Wood Fence | -O- | - Chain Link Fence |

-Notes-
>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.
>Flood Zone Determination Shown Heron is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.

| Revisions |
|---|
| 100 Year Flood Line - 10/10/23 - TCK |
| Trees and Utility Lines - 12/28/23 - BMJ |


Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366
Fax-407.320.8165

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## CONSTRUCTION STANDARDS

1. MINIMUM STANDARDS
THESE CONSTRUCTIONS DOCUMENTS REQUIRED LARGER SIZES, GREATER QUANTITIES, MORE PROTECTION AND REQUIREMENTS THAN THE GOVERNING BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR CARRYING OUT ALL THE PROVISIONS AND REQUIREMENTS INCLUDED IN THESE PLANS AND SPECIFICATIONS. SUBSTITUTIONS, ALTERNATES OR CHANGES REQUESTED TO MATCH LOWER STANDARDS PERMITTED BY THE BUILDING CODE WILL NOT BE ACCEPTED. NO ADDITIONAL PAYMENTS SHALL BE MADE TO THE CONTRACTOR TO CORRECT WORK THAT DOES NOT MEET ALL OF THE REQUIREMENTS SET FORTH IN THESE CONSTRUCTION DOCUMENTS.
2. SUBSTITUTIONS
SUBSTITUTIONS OR DEVIATIONS FROM THE PLANS AND SPECIFICATIONS DURING BIDDING OR CONSTRUCTION ARE NOT PERMITTED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ARCHITECT. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE REJECTION OF THE WORK IN QUESTION. THE CONTRACTOR WILL NOT BE COMPENSATED FOR UNAUTHORIZED SUBSTITUTIONS OR DEVIATIONS FROM THE PLAN AND WILL HAVE TO TAKE CORRECTIVE MEASURES AT HIS OWN EXPENSE.
3. ALTERNATES
REQUEST FOR PRODUCT ALTERNATES OR SUBSTITUTIONS WILL ONLY BE CONSIDERED BY THE ARCHITECT WHEN SUBMITTED WITH A LETTER OF EXPLANATION. WHEN APPLICABLE THE REQUEST SHALL INCLUDE: A COST COMPARISON, DRAWINGS AND/OR BROCHURE CUT SHEET DEMONSTRATING THAT THE SUBSTITUTION OR ALTERNATE MEETS THE INTENDED PERFORMANCE AND QUALITY OF THE ORIGINAL SPECIFICATION.
4. CHANGE ORDERS
ALL CHANGE ORDERS SHALL BE SIGNED BY THE OWNER PRIOR TO COMMENCEMENT OF THE WORK TO BE CHANGED
5. DISCREPANCIES
WHEN IN THE OPINION OF THE CONTRACTOR A DISCREPANCY EXISTS, HE/SHE SHALL PROMPTLY REPORT IT IN WRITING TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF THE WORK IN THE AREA OF QUESTION. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE CONTRACTOR'S FAILURE TO CORRECT CONFLICTING FIELD CONDITIONS
6. CONSTRUCTION MEANS AND METHODS
ERIC TREBBIEN, ARCHITECT, AND/OR ENGINEER(S) SHALL NOT HAVE CHARGE, CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES OR FOR SAFETY PRECAUTIONS AND PROGRAMS IT IS UNDERSTOOD AND AGREED THAT THE ARCHITECT HAS NO CONSTRUCTIVE USE OF THE OWNER'S SITE; HAS NO CONTROL OR AUTHORITY OVER THE MEANS, METHODS, AND SEQUENCES OF CONSTRUCTION; AND THEREFORE HAS NO ONGOING RESPONSIBILITY WHATSOEVER FOR CONSTRUCTION SITE SAFETY. A RESPONSIBILITY WHOLLY VESTED IN THE GENERAL CONTRACTOR. NOTWITHSTANDING THE ABOVE, THE ARCHITECT HAS A DUTY TO PRESERVE AND PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE. ACCORDINGLY, IT IS ERIC TREBBIEN, ARCHITECT'S PROFESSIONAL RESPONSIBILITY TO TAKE WHAT HE BELIEVES ARE PRUDENT MEASURES SHOULD THE ARCHITECT ENCOUNTER SITUATIONS THAT HE BELIEVES CREATE A DANGER TO PUBLIC HEALTH, SAFETY OR WELFARE. THE CLIENT/OWNER UNDERSTANDS THIS SITUATION AND AGREES TO DEFEND ERIC TREBBIEN, ARCHITECT AND HOLD THE ARCHITECT HARMLESS FROM THE ARCHITECT'S CLAIMS ARISING FROM THE ARCHITECT'S EXERCISE OF PROFESSIONAL RESPONSIBILITY IN THIS REGARD.

## GENERAL CONSTRUCTION NOTES

1. WORK SHALL INCLUDE ALL ITEMS (BUILDING AND SITE) AS INDICATED ON THIS SET OF DRAWINGS UNLESS NOTED OTHERWISE.
2. DEPOSITS AND FEES: DEPOSITS FOR UTILITIES INCLUDING WATER METER, TELEPHONE AND ELECTRICAL SERVICE TO BE MADE BY THE GENERAL CONTRACTOR. PERMIT FEES, AS REQUIRED, SHALL BE PAID BY THE CONTRACTOR FOR THAT PORTION OF THE WORK.
3. GENERAL CONTRACTOR SHALL MAINTAIN TEMPORARY ELECTRICAL, WATER, AND SANITARY FACILITIES AS REQUIRED FOR THE DURATION OF CONSTRUCTION.
4. PRIOR TO STARTING WORK, THE GENERAL CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES IN THE PLANS. WRITTEN FIGURES INDICATING DIMENSIONS SHALL BE USED INSTEAD OF SCALING THE DRAWINGS. MEASUREMENTS BY SCALING SHALL NOT BE USED AS DIMENSIONS TO WORK BY. FIELD MEASUREMENTS ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. SHOP DRAWINGS MUST BE FIELD VERIFIED.
5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL CODES, RULES AND REGULATIONS OR RESTRICTIONS HAVING JURISDICTION. GENERAL CONTRACTOR SHALL PROMPTLY NOTIFY ARCHITECT UPON THE OBSERVANCE OF ANY VARIATION BETWEEN THESE DOCUMENTS AND ANY APPLICABLE CODES OR ORDINANCES.
6. ALL CONSTRUCTION MATERIALS SHALL BE NEW AND SHALL BEAR UNDERWRITER'S LABELS WHERE APPLICABLE.
7. ALL PIERS, SUPPORTS, SHELVING, FOUNDATIONS, ANCHOR BOLTS, HANGERS, WHICH ARE REQUIRED BY A SUBCONTRACTORS FOR THE SUPPORT OR HANGING OF THEIR EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR REQUIRING SAME.
8. FOR CONVENIENCE IN DESCRIPTION 4 AS A STANDARD FOR GRADE, TYPE, QUALITY, AND PERFORMANCE CHARACTERISTICS, PROPRIETARY NAMES ARE INCLUDED WITH SOME DESCRIPTIONS. THIS DOES NOT IMPLY ANY PREFERENCE TO A PARTICULAR MANUFACTURER, BUT MINIMUM REQUIREMENTS, WITH FINAL DECISIONS BEING MADE BY THE OWNER AND ARCHITECT.
9. ARRANGE FOR SUITABLE STORAGE SPACE FOR MATERIALS TO PREVENT INCLUSION OF FOREIGN MATERIALS AND DELIVER AT SUCH TIMES AS NOT TO INTERFERE WITH OTHER OPERATIONS. MATERIALS ON SITE SHALL BE KEPT IN UNOPENED, ORIGINAL CONTAINERS OR PACKAGES THAT BEAR IDENTIFYING LABELS WHICH ARE NOT TO BE REMOVED UNTIL THEIR IMMEDIATE USE. PROTECT ALL MATERIALS FROM MINOR ABRASIONS AND HANDLE MASONRY PRODUCTS WITH CARE TO PREVENT CHIPPING AND DAMAGE.
10. GENERAL CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOB SITE 4 LEAVE BUILDING BROOM CLEAN. ALL GLASS SHALL BE THOROUGHLY CLEANED AT COMPLETION OF WORK. ANY PAINT SPECKS 4 OTHER CONSTRUCTION MARKS SHALL BE REMOVED FROM ALL FINISHED SURFACES.
11. GENERAL CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP TO BE FREE OF DEFECTS FOR A PERIOD OF NOT LESS THAN (1) YEAR FROM THE DATE OF ACCEPTANCE. CORRECTION OF DEFECTS SHALL BE COMPLETED IN A TIMELY MANNER WITHOUT ADDITIONAL CHARGE. THIS SHALL INCLUDE ELEMENTS WHICH ARE DAMAGED BY SAID DEFECTS.
12. ALL LUMBER SHALL BE DOUGLAS FIR WITH A MINIMUM FIBER STRESS OF 1000 PSI, OR NO. 2 SOUTHERN PINE, UNLESS NOTED OTHERWISE. ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.
13. ALL METAL USED FOR CONNECTING WOOD MEMBERS SHALL BE GALVANIZED. ALL NAILS, BOLTS OR OTHER METAL CONNECTORS SHALL BE GALVANIZED OR SHALL BE CORROSION RESISTANT.

## GENERAL PROJECT NOTES

1. ALL EXISTING EXTERIOR WALLS 8" CMU W/ EXISTING 5/8" GUB OVER 1 1/2" METAL HAT CHANNEL @ 24" O.C. WITH R41 FOIL BACK INSULATION TO REMAIN AS IS. CONTRACTOR TO PATCH AS NECESSARY.
2. COMBUSTIBLE MATERIALS ARE PERMITTED ABOVE THE CEILING IN LIEU OF THE PLENUM.
3. PVC IS ALLOWED TO BE USED ABOVE THE CEILING IN LIEU OF THE PLENUM.
4. EXISTING BUILDING SHELL AND ENTRANCE SHALL COMPLY WITH NFPA 101 AND FACBC CURRENT ED. ALL NEW INTERIOR BUILD-OUT SHALL COMPLY WITH NFPA AND FACBC CURRENT ED.
5. ALL FLOOR LEVEL TO COMPLY WITH FBC. NO CHANGES OF LEVEL SHALL EXCEED 1/2" ON AN ACCESSIBLE ROUTE.
6. THE LAYOUT AND DESIGN OF SPACES DEPICTED IN THESE PLANS COMPLY WITH THE REQUIREMENTS OF THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.
7. CONTRACTOR TO PROVIDE SUBMITTALS FOR ARCHITECTS AND T. OWNERS APPROVAL PRIOR TO PURCHASING / INSTALLING ANY AND ALL HARDWARE
8. ALL DIMENSIONS ARE TO FINISHED FACE OF GWB, UNLESS OTHERWISE NOTED. WHERE DIMENSIONS ARE NOTED TO BE "CLEAR" OR "MIN." THEY REFER TO THE FINISHED FACE OF WALL.
9. PROVIDE WOOD BLOCKING IN WALLS FOR SHELVING, MIRRORS, AND CABINET WORK AS REQUIRED TO ACCOMMODATE INSTALLATION. COORDINATE WITH CABINET MANUFACTURER AND OWNER PRIOR TO ANY CONSTRUCTION. SEE DETAIL ELSEWHERE.
10. ALL WOOD BLOCKING AND FURRING SHALL VERIFIED PRIOR TO INSTALLATION
11. FIRE EXTINGUISHERS SHALL BE LARSEN'S MODEL NO. MP-10, MULTI-PURPOSE ABC, COMPLETE WITH MOUNTING BRACKET, OR APPROVED SIMILAR.
12. CONTRACTOR TO VERIFY FIRE EXTINGUISHER LOCATIONS WITH FIRE MARSHAL BEFORE INSTALLATION.
13. FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO FABRICATION OR INSTALLATION OF ANY ITEM.
14. BUILD OUT SHALL COMPLY WITH F.B.C. 2023 8TH EDITION FOR FABRICATION OR INSTALLATION OF ANY ITEM.
15. REFER TO PERMIT DRAWINGS ON FILE WITH THE CITY FOR SHELL BUILDING AND SITE INFORMATION.
16. EXIT DOORS SHALL COMPLY WITH FLORIDA FIRE PREVENTION CODE, NFPA 101, SECTION 7.2.1.5 LOCKS, IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, A TOOL, OR SPECIAL KNOWLEDGE OR EFFORT FOR OPERATION FROM THE EGRESS SIDE. VERIFY WITH BUILDING SHELL DESIGN.

## GENERAL NOTES

1. GOVERNING CODE: FLORIDA BUILDING CODE (FBC 2023 8TH EDITION) 7TH EDITION OF THE FLORIDA FIRE PREVENTION CODE AS WELL AS THE ANSI / ASCE 7-16 FOR WIND LOADS. (175 MPH ULTIMATE WIND SPEED EXPOSURE 'C')
2. REFERENCE STANDARDS: REFERENCE TO ASTM AND OTHER STANDARDS SHALL MEAN THE LATEST EDITION IN EFFECT ON THE BID DATE OR DATE OF OWNER-CONTRACTOR AGREEMENT UNLESS NOTED IN THESE DOCUMENTS OR DESIGNATED BY THE GOVERNING CODE.
3. NOTES: NOTES ON THE INDIVIDUAL STRUCTURAL DRAWINGS SHALL TAKE PRIORITY OVER STRUCTURAL NOTES ON THIS SHEET.
4. SPECIFICATIONS: REFER TO THE SPECIFICATIONS FOR INFORMATION IN ADDITION TO THESE NOTES AND THE STRUCTURAL DRAWINGS
5. ARCHITECTURAL: REFER TO THE ARCHITECTURAL DRAWINGS FOR ELEVATIONS, DOORS, WINDOWS, NONBEARING WALLS, CURTAIN WALLS, ELEVATORS, STAIRS, SLOPES, CURBS, DRAINS, DEPRESSIONS, RAILINGS, WATERPROOFING, FINISHES, ETC.
6. DISCREPANCIES: IN CASE OF DISCREPANCIES BETWEEN THE PLANS, SPECIFICATIONS, REFERENCE STANDARDS 4 GOVERNING CODE, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH WORK.
7. SITE VERIFICATION: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK, AND THE ARCHITECT SHALL BE IMMEDIATELY NOTIFIED, IN WRITING, OF ANY DISCREPANCIES. IN NO CASE CASE SHALL DIMENSIONS BE SCALED FROM PLANS, SECTIONS, OR DETAILS ON THE STRUCTURAL DRAWINGS.
8. OMISSIONS/CONFLICTS: IN CASE OF OMISSIONS AND CONFLICTS BETWEEN THE PLANS, SPECIFICATIONS AND SITE CONDITIONS, THE ARCHITECT SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.
9. CONTRACTOR RESPONSIBILITIES: THE CONTRACTOR IS RESPONSIBLE FOR SAFETY AT THE SITE AND FOR THE STRENGTH AND STABILITY OF ALL PARTLY COMPLETED STRUCTURES.
10. LOAD LIMITS: LOADS ON THE STRUCTURE SHALL NOT EXCEED THE DESIGN LOADS SHOWN UNDER "DESIGN CRITERIA".
11. SUBMITTALS: WHERE SHOP DRAWINGS, MILL TESTS, OR OTHER ITEMS ARE REQUESTED, SUBMITTAL SHALL BE MADE TO THE ARCHITECT PRIOR TO FABRICATION OR INSTALLATION IN THE STRUCTURE, UNLESS SPECIFICALLY NOTED.
12. ALTERNATES: ALTERNATES FOR SPECIFIED ITEMS SHALL BE SUBMITTED TO ARCHITECT FOR APPROVAL. CONTRACTOR SHALL BUDGET FOR ARCHITECTURAL/ENGINEERING FEES ASSOCIATED WITH THE REVIEW OF THESE MATERIALS.

## 2023 FBC, ACCESSIBILITY SECTION 611:

611 GENERAL.
WASHING MACHINES AND CLOTHES DRYERS SHALL COMPLY WITH 611.

611.2 CLEAR FLOOR SPACE.
A CLEAR FLOOR OR GROUND SPACE COMPLYING WITH 305 POSITIONED FOR PARALLEL APPROACH SHALL BE PROVIDED. THE CLEAR FLOOR OR GROUND SPACE SHALL BE CENTERED ON THE APPLIANCE.

611.3 OPERABLE PARTS.
OPERABLE PARTS, INCLUDING DOORS, LINT SCREENS, AND DETERGENT AND BLEACH COMPARTMENTS SHALL COMPLY WITH 309.

611.4 HEIGHT.
TOP LOADING MACHINES SHALL HAVE THE DOOR TO THE LAUNDRY COMPARTMENT LOCATED 36 INCHES (915 MM) MAXIMUM ABOVE THE FINISH FLOOR. FRONT LOADING MACHINES SHALL HAVE THE BOTTOM OF THE OPENING TO THE LAUNDRY COMPARTMENT LOCATED 15 INCHES (380 MM) MINIMUM AND 36 INCHES (915 MM) MAXIMUM ABOVE THE FINISH FLOOR.

## WALL LEGEND/INFORMATION SEE ADDITIONAL WALL DETAILS ELSEWHERE

TYPICAL
**NEW EXTERIOR WALL**
ALL EXTERIOR WALLS SHALL HAVE 5/8" GUB OVER NOMINAL 1 5/8" METAL HAT CHANNEL FURRING WITH R-4.1 FOIL BACK INSULATION. SEE STRUCTURAL SHEETS FOR DETAILS.

1 **NEW FIRE RATED PARTITION**
EXISTING FULL HEIGHT PARTITION WALL TO EXTEND TO UNDERSIDE OF ROOF DECK OR TO FIRE RATED CEILING. SEE DETAIL ELSEWHERE

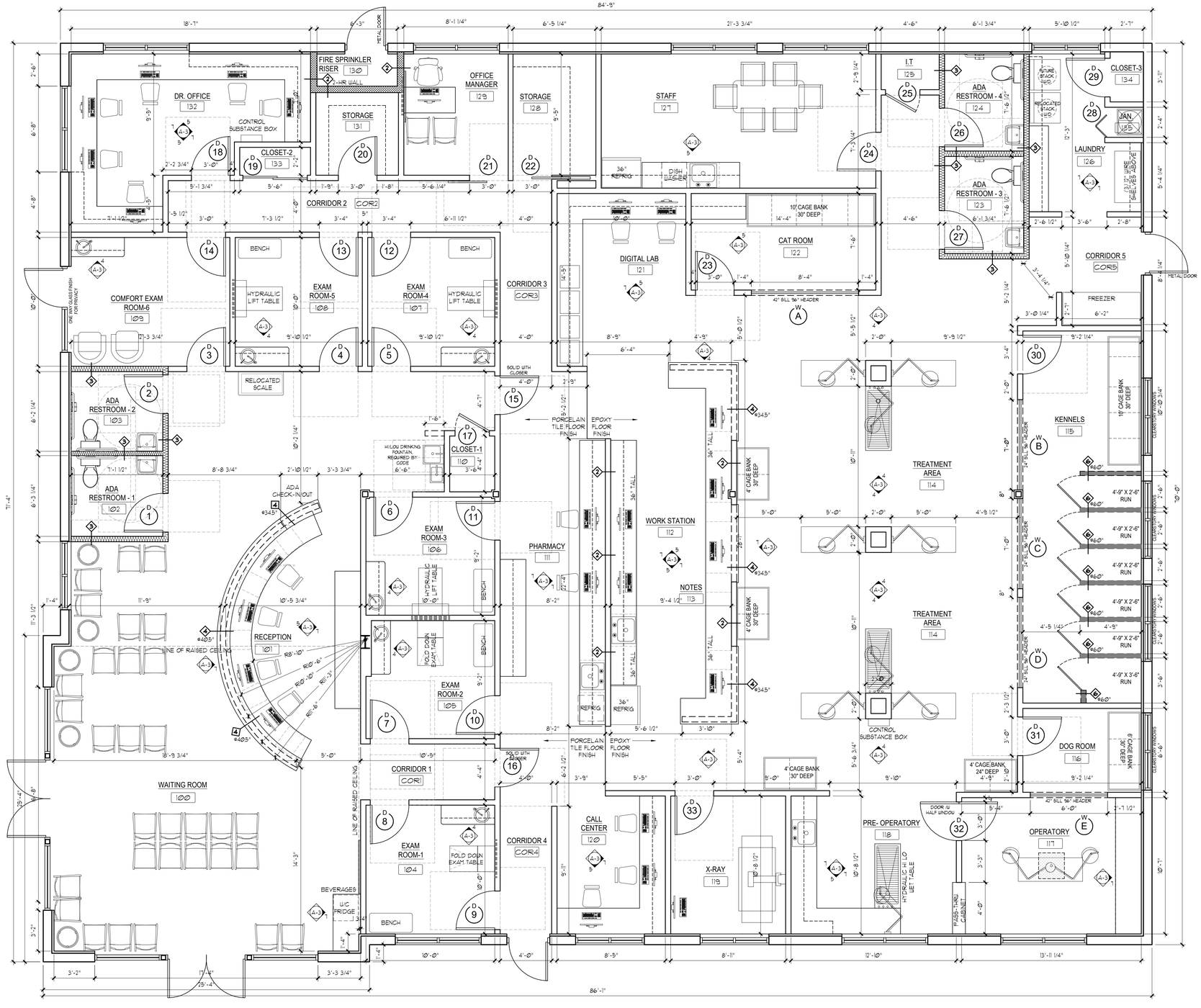
2 **NEW INTERIOR PARTITION**
NON-BEARING, NON FIRE RATED
NEW FULL HEIGHT PARTITION WALL TO EXTEND 6" ABOVE THE ACOUSTICAL CEILING. SEE DETAIL ELSEWHERE

3 **INSULATED INTERIOR PARTITION**
NON-BEARING, NON FIRE RATED
NEW FULL HEIGHT PARTITION WALL TO EXTEND 6" ABOVE THE ACOUSTICAL CEILING WITH BATT-19 SOUND INSULATION. SEE DETAIL ELSEWHERE

4 NON-BEARING, NON FIRE RATED
NEW LOW HEIGHT PARTITION. HEIGHT VARIES. SEE PLAN FOR ADDITIONAL HEIGHT INFO. SEE DETAIL ELSEWHERE FOR ADDITIONAL CONSTRUCTION INFO.

5 **NEW INTERIOR PARTITION**
NON-BEARING, NON FIRE RATED
NEW FULL HEIGHT PARTITION WALL TO EXTEND 6" ABOVE THE ACOUSTICAL CEILING. 1/16" LEAD SHIELDING TO A HEIGHT OF 7'-0" AFF. SEE DETAIL ELSEWHERE

6 NON-BEARING, NON FIRE RATED
NEW 8' HIGH PARTITION BETWEEN CANINE RUNS WITH STEEL FRAMEWORK AND CEMENT BOARD BOTH SIDES. EPOXY FLOOR FINISH UP TO AND RUN UP WALLS AND OVER THE TOP. REAR WALL OF RUN SHALL HAVE SAME EPOXY FINISH UP TO 5'. SEE DETAIL ELSEWHERE FOR ADDITIONAL CONSTRUCTION INFO.




north

PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"
1 / A-1

Eric Trebbien P.A.
AR94258
Treb*Arc*, Inc
architecture*design*studio
7501 NW 4th Street #212e
Plantation, FL 33317
954.530.1765

STATE OF FLORIDA
ERIC R. TREBBIEN
AR94258
REGISTERED ARCHITECT

Digitally signed by Eric R Trebbien
Date: 2025.04.11 18:03:59 -04'00'

PROJECT NAME:
**New Ground Up Building and Veterinary Facility for:**
**Dr Jeffery S. Esch, DVM**
**State Road 19**
**Howey in the Hills, Florida 34737**
**Parcel No.: 02-21-258-0002-000-00500**

REVISIONS:

| | |
|---|---|
| RELEASED FOR: | REVIEW |
| DATE: | 02/04/2025 |
| PROJECT MGR.: | CEL |
| PROJECT NO.: | 24114 |

SHEET TITLE:
Proposed Floor Plan, Wall Legend, and Notes

A-1

# ZONING MEMORANDUM

**June 4, 2025**
Prepared for
Town of Howey-in-the-Hills
Attn: Sean O'Keefe, Town Manager

**Comprehensive Plan Evaluation and Appraisal Report Amendments**

**Requested Action: Adopt Ordinance 2025-003, amending the Howey-in-the-Hills Comprehensive Plan.**

Periodically, local governments are required by the State of Florida, through oversight from the Florida Commerce Department (Department), to review their comprehensive plans to ensure the plan is consistent with State and regional plans, as well as any updates that may be required by the local government. This process is called the Evaluation and Appraisal Report (EAR).

In August 2024, the Town notified the Department that the Comprehensive Plan will be amended based on the EAR. The Department acknowledged receipt of the Town's letter and advised that the Town would need to complete the EAR amendments by August 28, 2025. A copy of this communication is included with the agenda packet.

The amendments are provided for the 12 Elements of the Comprehensive Plan in strike-through and underline format. A summary table of amendments is provided for each Element as well, for ease of reading. For this meeting, the EAR amendments are provided as an information item to provide additional review time due to the size of the document.

The Town Attorney prepared Ordinance 2025-003 for adoption of the proposed amendments and staff recommends approval of the transmittal of Ordinance 2025-003 to the Department. At their May 29, 2025 public hearing, the Planning and Zoning Board unanimously recommended approval.

**Motion Examples**

1. Approve transmittal of Ordinance 2025-003 to the Florida Commerce Department.

2. Approve transmittal of Ordinance 2025-003 to the Florida Commerce Department with the following amendments [provide specific amendments to include].

# ORDINANCE NO. 2025–003

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN, AS ADOPTED BY ORDINANCE NO. 2024-09, BASED ON THE EVALUATION AND APPRAISAL OF THE TOWN'S COMPREHENSIVE PLAN PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; AMENDING AND UPDATING THE FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, HOUSING ELEMENT, PUBLIC FACILITIES ELEMENT, CONSERVATION ELEMENT, RECREATION AND OPEN SPACE ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, CONCURRENCY MANAGEMENT ELEMENT, PUBLIC SCHOOL ELEMENT, PROPERTY RIGHTS ELEMENT, AND DEFINITIONS; AUTHORIZING TRANSMITTAL TO THE FLORIDA COMMERCE DEPARTMENT; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

**Section 1. Findings.** In adopting this Ordinance, the Town Council of the Town of Howey-in-the-Hills, Florida (the "Town Council") hereby makes and expresses the following findings, purposes, and intent:

(1) Under Section 163.3191 of the Florida Statutes, the Town prepared, and the Town Council approved an evaluation and appraisal notification letter and transmitted the letter to the Florida Commerce Department in August 2024, which identified the needed amendments to the Town's comprehensive plan.

(2) Consistent with the Community Planning Act and its evaluation and notification letter, the Town has prepared amendments to various elements of the Town's Comprehensive Plan that reflect changes in state law and local conditions.

(3) The Town Council has determined that it is in the public interest to adopt the proposed comprehensive plan amendments.

**Section 2. Amendment.** The Town of Howey-in-the-Hills Comprehensive Plan is hereby amended as shown in Exhibit "A."

**Section 3. Adoption.** The amendments provided in Exhibit "A" are contingent upon review and approval by the state land planning agency.

**Section 4. Transmittal.** Upon final passage and adoption of this Ordinance, a copy hereof shall be forwarded to the Florida Commerce Department and the state land planning agency, and any other unit of local governmental agency in the State of Florida that has filed a written request with the Clerk of the Town of Howey-in-the-Hills, Florida.

**Section 5. Severability.** If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

**Section 5. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**ORDAINED AND ENACTED** this ____ day of _____, 2025, by the Town Council of the Town of Howey-in-the-Hills, Florida.

**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**
By: its Town Council

By:_____
Hon. Graham Wells, Mayor

**ATTEST:**

_____
John Brock, Town Clerk

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

_____
Thomas J. Wilkes, Town Attorney

First Reading held _____, 2025
Second Reading and Public Hearing held _____, 2025
Advertised _____, 2025, and _____, 2025

**Exhibit "A"**

**Comprehensive Plan Amendments**

August 29, 2024

RESPONSE VIA E-MAIL ONLY

Mr. Sean O'Keefe
Town Manager
Town of Howey-In-The-Hills
101 North Palm Avenue
Post Office Box 128
Howey-In-The-Hills, Florida 34737

Subject: Howey-In-The-Hills Evaluation and Appraisal Notification Letter

Dear Mr. O'Keefe:

This is to acknowledge receipt of your Evaluation and Appraisal Notification Letter, which was due on October 1, 2024 and received by the Department on August 28, 2024.

Please note that your proposed comprehensive plan amendments based on your Evaluation and Appraisal should be transmitted to the Department by August 28, 2025, within one year of your notification, pursuant to Section 163.3191(2), Florida Statutes (F.S.). The amendments are subject to the State Coordinated Review Process as outlined in Section 163.3184(4), F.S. Please also be aware that Section 163.3191, F.S., was amended to read in part "updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle."

Jana Williams of the Department's staff is available to assist and provide technical guidance to your questions concerning the contents of the Evaluation and Appraisal based comprehensive plan amendments and may be reached at (850)717-8483.

If you have any questions concerning the processing of the Evaluation and Appraisal based amendment, please contact Donna Harris, Plan Processor, at (850)717-8491 or by email at Donna.Harris@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Bureau Chief
Bureau of Community Planning and Growth

JDS/dh



An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Beautiful
HOWEY-IN-THE-HILLS

RECEIVED
AUG 2 8 2024

August 23, 2024

Ms. Yazmin Valdez, Deputy Bureau Chief
Bureau of Community Planning and Growth
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, Fl 32399-4120

Dear Ms. Valdez:

This letter is to serve as the Evaluation and Appraisal Notification for the Town of Howey-in-the-Hills as required by F.S. Section 163.3191. Since December 2023, the Town has been reviewing our comprehensive plan as our periodic review required by State statute. We have completed an initial review of all the plan elements, and we have determined that updates to the plan will be required as a result of our EAR-based review. We expect to start the adoption process for the identified revisions within the next 30 to 60 days.

We trust that this letter meets your requirements for the Evaluation and Appraisal Notification. Should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Sean O'Keefe
Town Manager

| Chapter 1 - Future Land Use Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 1 | | removed reference to the 2010 Comprehensive Plan update |
| 1 | | changed year from "2018" to "2023" |
| 2 | B | added chart description |
| 2 | | updated year to 2040 |
| 2 | | added paragraph about population growth |
| 3 | Table 1 | added population estimates through 2045 |
| 3 | | updated paragraph about upcoming developments |
| 4 | | updated paragraph about major developments |
| 4 | Table 2 | added significant residential developments |
| 5 | Table 3 | changed year, replaced table of acreages of existing land use categories |
| 5 | | changed "2017" to "2024" |
| 7 | 2a | updated sanitary sewer paragraphs |
| 8 | b | added new water tank details |
| 8 | | updated consumptive use permit (CUP) capacity |
| 11 | | added business and mixed use sentence about infill development |
| 11 | Table 4 | last section: added exempt from traffic concurrency |
| 15 | d | changed information about solid waste disposal |
| 16 | e | added "cities of" |
| 16 | f | added information about use of former Town landfill |
| 17 | 4 | added information about sites needing evaluation for septic |
| 17 | 4 | reference to Lake County for soil and topo information |
| 19 | b | addd FIRM resource to Zone AE |
| 20 | d | changed information about the aquifers |
| 20 | e | removed waterwell definition in Florida Administrtive Code (FAC) reference |
| 21 | 6 | changed Howey "House" to "Mansion" and removed reference to National Register |

| | | |
|---|---|---|
| 21 | Table 6 | removed Griffin Airways landing information |
| 22 | Table 6 | added Howey Mausoleum / Citrus Avenue |
| 22 | D | added information about Lake Hills development |
| 23 | 3 | removed wastewater impact fee information and added information about Town providing wastewater treatment to new developments |
| 23 | | added information about completion of treatment plan and wells |
| 23 | | added sentence about potable water not to be used for irrigation |
| 23 | | changed year from "2024" to "2030" and "2045" |
| 23 | | added consistency with state requirements |
| 24 | 3 | added information about schools and usage of facilities |
| 24 | 5 | updated information about existing vacant lands |
| 25 | 8 | changed "currently working on" to "has completed" |
| 26 | 11 | added information about infill development within existing subdivided areas |
| 28 | 11 | updated amount of land that is vacant |
| 29 | b | removed introduction about Energy Management Plan |
| 30 | c | removed sentence about energy efficiency |
| 31 | | table: added dwelling unit |
| 39 | Policy 1.2.2 | add floor area ration before the acronym |
| 46 | Policy 1.3.8 | change "House" to "Mansion" |
| 61 | Policy 1.17.3 | remove sentence about establishing Energy Management Plan |
| 62 | | updated policy numbers |
| 62 | Policy 1.17.4-5 | removed information about Green Building standards |
| 63 | | added note about deleting maps |
| 76 | | added note about replacing the deleted maps |

# FUTURE LAND USE ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED APRIL 22, 2020

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

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

## A. INTRODUCTION

### 1. Purpose

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

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

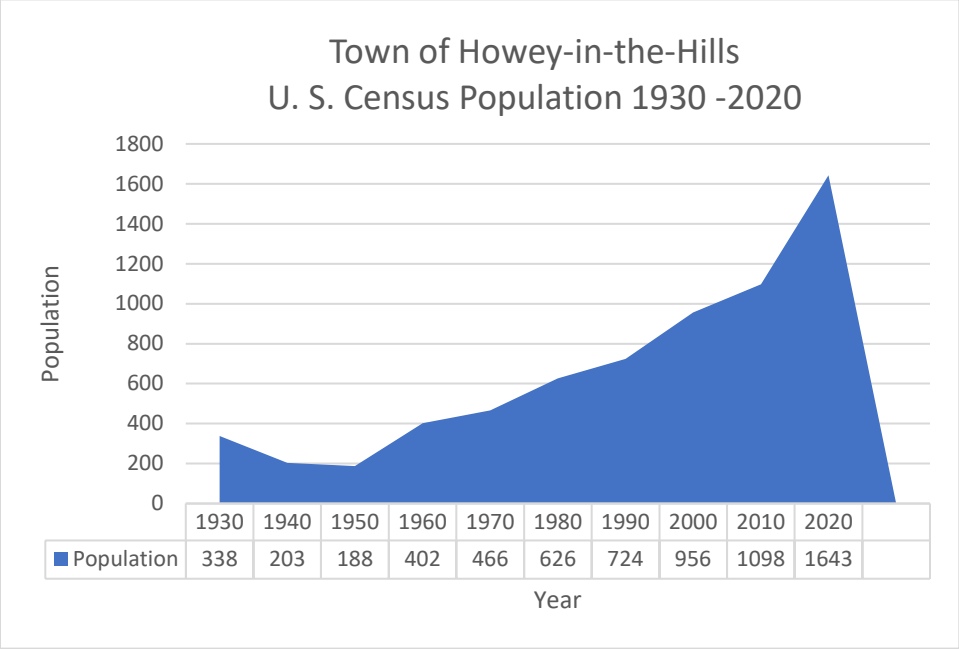
While each *Element* within the *Comprehensive Plan* is important, the *Future Land Use Element* is arguably the most important as it must be consistent with all other *Comprehensive Plan Elements* and articulate the *Goals, Objectives and Policies* of these other *Elements* in the form of specific land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

The *Existing Land Use Map* included as part of this *Element*, describes the location and distribution of land uses in Howey-in-the-Hills in ~~2018~~ 2023. The *Future Land Use Map* (also included in this *Element*) is the focus of the *Comprehensive Plan*. It indicates the proposed location and distribution of land uses in the year 2035. All policies contained within this *Plan* must be consistent with the *Comprehensive Plan* and the *Future Land Use Map*. All land development regulations in effect subsequent to the adoption of this *Plan* must be consistent with the *Future Land Use Map* and the goals, objectives and policies of the *Comprehensive Plan*.

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

## B. POPULATION ESTIMATES AND FORECASTS

In order to plan for growth, it is first necessary to project the number of persons that will reside in the Town. The effectiveness of a local government's comprehensive plan depends principally on the accuracy of population projections for both resident and seasonal populations. These predictions for the future are the basis of planning for future land use, housing, recreation and open space, and public services and infrastructure needs. The following chart shows the Town's population growth from 1930 when the Town first appeared in the U.S. Census through 2020.




A population projection to ~~2035~~ 2040 has been prepared to coordinate with long-range utility planning for water and sewer services. This estimate assumes the Town will continue to undergo ~~a steady~~ residential development ~~pattern~~ based on single-family homes as the predominant housing type. Projections for small populations are notoriously tricky given the small base size of the population and the ability for a single project to significantly affect total population and the timing of housing production. For the Town, population growth is going to be driven primarily by the pace at which the pending major development projects are presented for development and how fast the units in these projects are absorbed by the market. The population projections have been developed based on an assumed annual unit production rate. Faster unit absorption will increase the rate of population growth and a slower rate will result in fewer residents. The population growth is expected to be "lumpy" as project phases are developed rather than following a smoother growth curve. Matching services to project demand is going to be important at the approval stage for new residential projects. ~~Therefore, a table presenting the major approved projects with total approved unit count has been included.~~

The table also indicates which projects have met concurrency requirements and which projects still must meet concurrency tests for water and sewer service at the time subdivision or site plan

approval is sought. In theory, the projects without concurrency approval are vulnerable to development denial if necessary public services are not available. This "check process" should provide a safety valve should the water and/or sewer demand be out of line with system capacity at the time the development seeks approval. The projection for resident and seasonal populations is provided below.

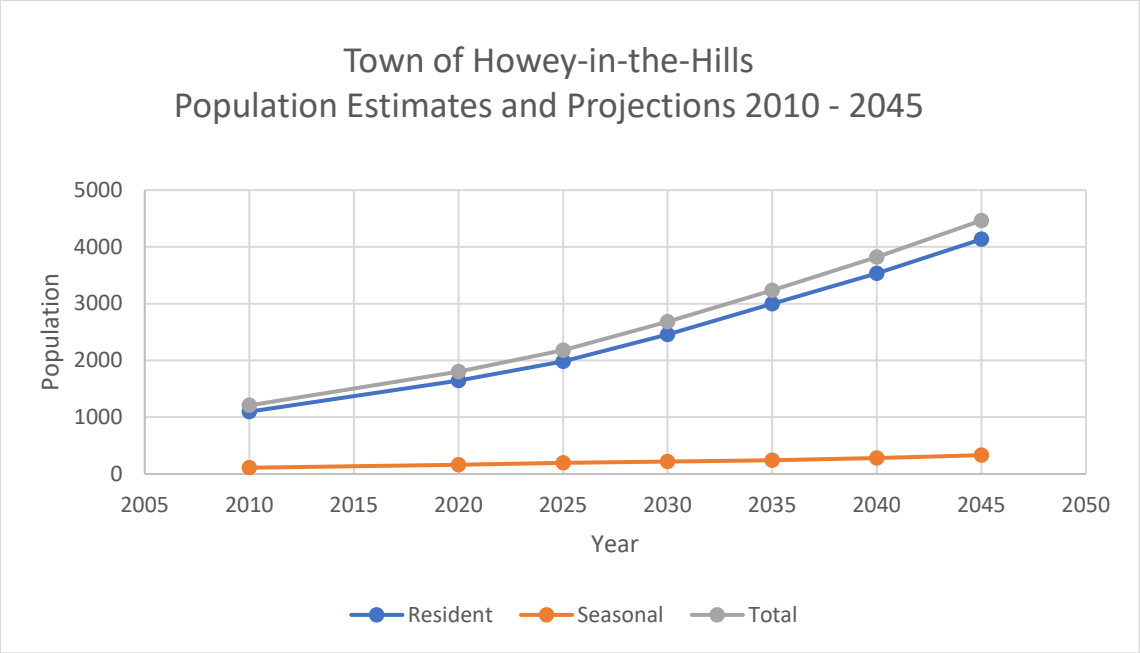
TABLE 1: POPULATION ESTIMATES AND PROJECTIONS 2010 -2045

**POPULATION PROJECTION**
**HOWEY-IN-THE-HILLS, FLORIDA**

| Year | Resident | Seasonal | Total |
|---|---|---|---|
| 2010 | 1098 | 110 | 1208 |
| 2020 | 1643 | 160 | 1803 |
| 2025 | 1981 | 198 | 2179 |
| 2030 | 2459 | 221 | 2680 |
| 2035 | 2997 | 240 | 3237 |
| 2040 | 3535 | 283 | 3818 |
| 2045 | 4134 | 331 | 4465 |

Source: US Census, BEBR and TMH Consulting projections.

~~Since 2015, the Town has seen the impact of development in the Venezia South subdivision with the 2017 BEBR estimate being set at 1,355 people. The projections assume this rate of development will continue to 2020 resulting in a total population increase of about 45%. This rate of growth is likely unsustainable over the long term, but it is also likely that at least one of pending major projects will move forward as the rater of development in Venezia South slows. The projections assume a declining rate of growth over the succeeding time increments, while still projecting a significant increase. If multiple large projects move forward at the same time or if significant levels of multi-family housing enter the market, population growth will be accelerated over these projections~~. Since 2018 the Town has seen the completion of the Venezia South subdivision including single-family and townhome units and the completion of two phases of the Talichet single-family development. The next project moving forward is the first phase of The Reserve with 245 units with a three to five year absorption period. The graph below offers a visual representation of this data.




The following table provides a summary of major developments that have received some level of approval through the Town's planning and development review process. ~~The approved projects with 2018 concurrency certifications are Venezia South and Whispering Hills. The other projects have received planning level approval but must still pass a concurrency review at the time development in the form of subdivision or site plan review is proposed. Venezia North (Talichet) is currently pursuing a new development agreement to increase the project size from 93 to 139 units.~~ Only the future phases of The Reserve development have secured all services including sewer. Timing for the other projects is going to depend on how quickly the Town can complete the potable water improvements for treatment plant number two and how quickly the town can provide additional sewage treatment capacity. If all of these projects are completed within the planning period, the Town's population will be about 6,100 people.

**TABLE 2: SIGNIFICANT RESIDENTIAL DEVELOPMENT PROJECTS**

| PROJECT | SFR | MFR | TOTAL | NOTES |
|---|---|---|---|---|
| Whispering Hills | 156 | | 156 | |
| Lake Hills | 473 | 98 | 571 | MFR are 2-Family |
| The Reserve Ph 1 | 248 | | 248 | Hilltop Groves |
| The Reserve PH 2 | 36 | 81 | 117 | Hilltop Groves |
| The Reserve PH 3 | 112 | 46 | 158 | Hilltop Groves |
| The Reserve PH 4 | 198 | | 198 | Hilltop Groves |
| Watermark | 225 | | 225 | |
| Mission Rise | 400 | | | |
| Total | 1848 | 225 | 2073 | |

## C. EXISTING CONDITIONS

### 1. Existing Land Use

The amount of acreage located within the Town's current boundaries is presented in Table 3 by the existing land use categories. The Town has ~~had no annexations since 2010, and the only change in existing land use is the development of 129.31 acres of single-family residential in the Venezia South Village Mixed Use classification. This area has been deducted from the vacant Village Mixed Use Category and added to the single-family residential totals~~. annexed three parcels totaling 16.78 acres since 2018.

**TABLE 3: ACREAGE WITHIN EXISTING LAND USE CATEGORIES, ~~2017~~ 2024**

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

| Existing Land Use By Category | Acres | Percent of Total Land |
|---|---|---|
| Residential | 287.3 | 12.14 |
| Neighborhood Commercial | 7.6 | 0.31 |
| Light Industrial | 27.2 | 1.15 |
| Recreational | 134.6 | 5.69 |
| Institutional | 7.0 | 0.30 |
| Conservation | 528.9 | 22.34 |
| Public Use | 51.8 | 2.19 |
| Streets/right-of-Way | 168.8 | 7.13 |
| Vacant Residential | 316.4 | 13.37 |
| Vacant Commercial | 5.8 | 0.25 |
| Vacant Institutional | 8.1 | 0.34 |
| Vacant PUD | 823.4 | 34.79 |
| **Total All Categories** | **2366.9** | **100.00** |
| **Total Vacant Land** | **1153.7** | **48.75** |

Source: TMH Consulting ~~update of 2010~~ 2024 tabulations.

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

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

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

**Public Use** - This category on the *Existing Land Use Map* denotes all land used for public service activities, water plants, electric sub-stations and telephone facilities except for cell towers. On the *Existing Land Use Map*, this category includes and is used for utilities, government owned facilities, and institutional facilities such as educational facilities, day

care facilities, churches or residential care facilities. The Town permits an intensity of 0.50 impervious surface ratio or 0.25 floor area ratio (see Table 4).

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

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

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

## 2. Availability of Public Facilities and Services

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

### a. Sanitary Sewer

The Town has ~~entered into~~ an agreement with the Central Lake Community Development District to provide wastewater treatment for the Town. The agreement covers some developments (Venezia, Talichet, The Reserve) but capacity limitations have limited service beyond the currently contracted projects. The Town is currently in the process of evaluating options for wastewater treatment to serve the balance of the Town. Options include a Town owned facility, contracted service from Groveland and expanded service with the community development district.

New Village Mixed Use and other development is required to connect to sanitary sewer, and the Town has ~~begun~~ completed the process of providing sanitary sewer on Central Avenue. Infill development in the largely developed portions of the Town will continue to use septic tanks until sanitary sewer service can be made available. ~~The Town will own and maintain the collection system (mains, lift stations, etc.) within the Town limits~~.

**b. Potable Water**

The Town currently owns, operates and maintains a central potable water treatment and distribution system. The Town's potable water system provides water for both residential and non-residential purposes, including fire-fighting demands. The Town's water system consists of two water plants located approximately one mile apart ~~with a total of three active wells, one out-of-service well~~, one 500,000-gallon ground storage tank and one 15,000-gallon hydropneumatic tank. The elevated storage tank remains in place but is not active. The north plant is in the process of being replaced with a new facility expected to be completed in 2024.

The *Comprehensive Plan* sets two different levels of service for potable water usage. The first LOS standard is 242.0 gallons per day per capita for the overall customer usage and the second LOS standard is 150.8 gallons per day per resident for the residential customers. The Town currently holds a consumptive use permit for 328,500 gallons per day, and is currently using about 48% of that amount.

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

**TABLE 4: PERMITTED MAXIMUM DENSITY/INTENSITY WITHIN LAND USE CATEGORIES**

| Future Land Use | Maximum Density/Intensity | Description |
|---|---|---|
| Rural Lifestyle (RL) | Must have a minimum of 2 acres for this land use. 1 dwelling unit per 2 acres; all buildings not to exceed .15 FAR; 20% max. impervious surface coverage; 50% open space required. | Primarily single-family detached homes with agricultural uses. |
| Low Density Residential (LDR) | 2 dwelling units per acre | Primarily single-family detached homes. |
| Medium Density Residential (MDR) | 3 dwelling units per acre; 25% minimum open space required<br><br>Developments with 100 units or more shall be required to have a public recreation component.<br><br>Developments with more than 300 proposed units must use the Village Mixed Use designation. | Single-family detached homes, townhomes, etc.; this category may also include support community facilities and elementary schools. |
| High Density | Includes townhouse development up to six units per acre and other multi-family development up to 10 units per acre. Impervious surface ratio is a maximum of 60% | Provides for townhouse units and other types of multi-family units. |

| | | |
|---|---|---|
| Town Center Mixed Use (TCMU) | The Town Center Overlay District denotes where specific uses are permitted within the Town Center (see the Town's *Town Center Overlay Map*).<br><br>For areas designated Commercial Core, all new buildings must be 2 stories or provide a minimum street façade elevation of at least 15-feet to create a vertical enclosure along Central Avenue. A max. 2.0 FAR is permitted if parking requirements are achieved. Where new residential uses are constructed in the Commercial Core, these uses shall be located on the second floor of buildings. (Existing single-family units on Central Avenue west of Dixie Drive and units fronting on Oak street and Holly Street are considered permitted uses. Single-family residences may not be constructed elsewhere within the Town Center Commercial area. Properties in the Town Center Commercial Area within the designated sections of W. Central Avenue, Oak street and Holly Street may be converted to non-residential uses, and once converted, may not revert to single-family residential use.)<br><br>For areas designated Office/Services or Residential, 40% max. impervious surface coverage. May live and/or work in these areas.<br><br>For areas designated Residential, a max. of 4 units per acre.<br><br>There is a total of 81.73 acres in the Town Center Overlay. About 23.3% of the Town Center Overlay is comprised of roads which are laid out in a grid system. About 52.5% of the Town Center Overlay area is designated for residential use. About 16% of the Town Center is designated for commercial/office/professional services use (with the possibility of residential on the second floor) and about 8.2% is designated as flex space, where either office, professional services, or residential uses – or a live/work combination of those uses is permitted.<br><br>Open space within the Town Center will not be defined as it is for other areas within the Town. Rather, the Town has established maximum impervious surface coverage standards that may not be surpassed within the various uses in the Town Center. The areas designated as Commercial Core have a maximum impervious surface coverage of 100%. Areas designed office/professional services and/or residential shall have a maximum impervious surface coverage of 40% and areas designated as residential in the Town Center shall have a maximum impervious surface of 50%. In the commercial core of the Town Center, the Town | The size of each individual business shall be regulated through the Land Development Regulations. |

| Future Land Use | Maximum Density/Intensity | Description |
|---|---|---|
| | anticipates a master stormwater system which will allow maximum coverage for buildings and surface parking. The existing and potential business and mixed use sites are generally small with limited potential traffic generation. To support development of the Town Center and encourage infill development, the Town Center Overlay and the Town Center Flex areas should be exempt from traffic concurrency. | |

| Future Land Use | Maximum Density/Intensity | Description |
|---|---|---|
| Village Mixed Use (VMU) | Must have a minimum of 100 acres for this land use. Maximum of three dwelling units per acre; All single-family lots must have a minimum lot area of 10,890 square feet exclusive of any wetlands or waterbodies that might be included with the lot.<br><br>Residential areas shall comprise a minimum of 70% of the Net Land Area and a max. of 85% of the Net Land Area.<br><br>Commercial/non-residential areas shall comprise a minimum of 15% of the Net Land Area and a maximum of 30% of the Net Land Area. This includes community facilities and schools.<br><br>Five percent (5%) of the non-res. land shall be dedicated for public/civic buildings.<br><br>Commercial/non-residential may be 2 stories with 50% coverage as long as parking and other support facilities (stormwater) are met.<br><br>Public recreational uses must occupy a minimum of 10% of the useable open space (no wetlands).<br><br>The following are minimum requirements in Village Mixed Use:<br>i. 25% open space<br>ii. 10% parks and recreation; and<br>iii. 3% active recreation uses<br><br>The 10% and 3% requirements in ii and iii count toward the 25% requirement in i<br>To be counted against the 10% park/recreation requirement, parcels dedicated to park uses may be no smaller than ½ acre.<br><br>The Land Development Code must require that plans for active recreation uses be submitted for approval by Town Council no later than application for final plat approval. Town Council may require a performance surety bond for park and recreation improvements. | A mix of uses is permitted and required in this category in order to promote sustainable development, including the provisions of reducing the dependability on the automobile, protecting more open land, and providing quality of life by allowing people to live, work, socialize, and recreate in close proximity. Elementary, middle, and high schools are also permitted in this category. |

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

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

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

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

### c. Stormwater Drainage

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

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

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

### d. Solid Waste

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

### e. Transportation

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

US 27. State Road 19 provides direct access to the Florida Turnpike, and the cities of Groveland and Tavares. All the streets in Howey-in-the-Hills are paved.

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

### f. Recreation and Open Space

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

The Town has adopted a level of service standard of 6.5 acres of park land for every 1,000 residents. There are 22.93 acres of parkland in Howey-in-the-Hills. The largest park in Town is the Sarah Maude Nature Preserve, which is about 54 acres of preserve and 17 acres of upland (the Town only includes the upland acres in the overall parkland acres) and the smallest Town park is Tangerine Point Park at 0.1 acres. The five-acre former Town landfill, annexed in 2022 is being considered for development with recreation uses.

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

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

### g. Public School Facilities

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

## 3. Land Available for Development

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

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

### 4. Soils and Topography

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

There are a variety of soil types in Howey-in-the-Hills ~~(see the Town's *Soils Map*)~~. The general descriptions of the soils in the Town are found below in Table 5. All upland soils are suitable for development and show little limitation for the use of septic tanks. Where central sewer is not available, the specific site needs to be evaluated for septic system use.

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

**TABLE 5: SOILS**

| Map Unit Name | Hydric Soil | Drainage Class | Steel Corrosion | Concrete Corrosion | Acres |
|---|---|---|---|---|---|
| Anclote and Myakka Soils | Yes | Very Poorly Drained | High | Moderate | 14.34 |
| Apopka Sand, 0 to 5 Percent Slopes | No | Well Drained | Moderate | High | 51.88 |
| Apopka Sand, 5 to 12 Percent Slopes | No | Well Drained | Moderate | High | 28.00 |
| Arents | No | Somewhat Poorly Drained | Unranked | Unranked | 141.21 |
| Borrow Pits | Partially Hydric | Unranked | Unranked | Unranked | 2.82 |
| Candler Sand, 0 to 5 Percent Slopes | No | Excessively Drained | Low | High | 760.47 |
| Candler Sand, 12 to 40 Percent Slopes | No | Excessively Drained | Low | High | 3.16 |
| Candler Sand, 5 to 12 Percent Slopes | No | Excessively Drained | Low | High | 299.71 |
| Immokalee Sand | Partially Hydric | Poorly Drained | High | High | 32.30 |

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

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

Source: U.S. Department of Agriculture, Natural Resources Conservation Service's Lake County Soils Geographic Information Systems database.

### 5. Natural Resource Management

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

### a. Surface Waters

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

### b. Floodplains

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

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

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

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

### c. Wetlands

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

### d. Natural Groundwater Aquifer Recharge Areas

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

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

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

### e. Cone of Influence

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

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

The Town restricts development (except facilities related to the public water system) from occurring within a 150-foot radius of any existing or proposed public well (Primary Protection Zone). No septic tanks, sanitary sewer facilities, or solid waste or disposal facilities are permitted within a 200-foot radius of any existing or proposed public well (Secondary Protection Zone). The Town also has established a 500-foot radius wellhead protection area within which manufacturing or light industrial uses are prohibited. The wellhead protection areas for the Town's potable water supply wells are shown on the *Existing* and *Future Land Use Maps*.

### f. Air Quality

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

## 6. Historic Resources

The Florida Division of Historical Resources maintains and regularly updates the *Florida Master Site File*. The *Florida Master Site File* is a paper file archive and computer database of recorded historical cultural resources in Florida. Categories of resources recorded at the Site File include archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts. The *Site File* also holds copies of survey reports and other manuscripts relevant to Florida history and prehistory. As of March 2010, there were 7 historic structures or sites in the Town that were added to the State's *Master Site File*. The Howey ~~House~~ Mansion was listed in the National Register of Historic Places (see Table 6) ~~and the Town's *National Register of Historic Resources Map*)~~.

**TABLE 6: HISTORIC SITES AND STRUCTURES**

| Site Name | Address/Site Type | Year Built | Architectural Style/ Archaeological culture | Date Certified |
|---|---|---|---|---|
| TOM Line | Pre-historic Mound | | St. Johns, 700 B.C. – A.D. 1500 | |
| Flagship 1 | Land-terrestrial | | Prehistoric | |
| Flagship 2 | Land-terrestrial | | 20th Century American, 1900-present | |
| Howey Water Tower | 316 Grant Street | 1926 | Unspecified | |
| Howey Academy | | 1923 | Unspecified | |
| Howey ~~House~~ Mansion | Citrus Street | 1925 | Mediterranean Revival ca. 1880-1940 | 1/27/1983 |

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

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

## D. ANALYSIS

### 1. Economic Vitality

The Town is now and plans to continue primarily as a residential community with commercial support to serve the residents and visitors. The small downtown business district along Central Avenue from Lakeshore Boulevard to S. Mare Avenue, primarily serves the immediate convenience needs of the Town's residents. The Town has prepared a redevelopment plan for this area to include a land use plan, master stormwater system and public parking areas. Various cities and towns in Lake County provide additional employment and needed services within reasonable commuting areas of the Town. The first major commercial project arising from the Village Mixed Use projects is in the Lake Hills development at CR-48 and SR-19 as a grocery store-based shopping center. As ~~future~~ other development occurs in the Village Mixed Use areas, additional employment and service opportunities will be made available for the Town's residents and others. This will provide for much improved sustainability for the Town over the planning period.

## 2. Nonconforming and Incompatible Uses

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

## 3. Availability of Facilities and Services

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

As previously mentioned, the Town of Howey-in-the-Hills currently has a limited central wastewater system. The Wastewater Treatment Facility (WWTF) is ~~owned~~ operated by the Central Lake Community Development District with the Town owning and maintaining the collection system up to the CDD facility. ~~In 2006, through a wastewater impact fee study performed in anticipation of possible creation of a Town-owned wastewater collection and treatment system, the Town established a wastewater Level of Service value of 120 gallons per person per day~~. The Town is exploring options to provide wastewater treatment to new developments. The plan is to also provide for the retrofit of the areas now served by septic systems on a phased basis.

As previously mentioned, the Town's potable water system provides water for both residential and non-residential purposes, including fire-fighting demands. With the completion of the new treatment plant and wells, the system has enough capacity to support the population demand during the planning period of this *Comprehensive Plan* ~~(2025)~~ (2040) The Town no longer allows the use of potable water for landscape irrigation.

The Town's solid waste level of service standard for solid waste is 6 pounds per person per day. There is enough capacity in the County's landfill to support the population demand during the short-range ~~(2011-2015)~~ (2024- 2030) and long-range ~~(2025)~~ (2045) planning period.

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

There are more than adequate recreational facilities and open spaces readily available and accessible to the residents and guests of Howey-in-the-Hills. The Town shall continue to coordinate with the County on establishing measures to enhance the recreation and open

space opportunities in and around Town. The Town will also continue to solicit grants from public and private agencies and collect park impact fees to fund future parks and facilities.

There are currently three public school facilities located within the Town limits. Three separate schools use two of the facilities; Lake Hills School facility having two separate schools, one for the profoundly disabled children of lake county and a second school for behaviorally challenged handicapped children. Lake Success Academy located in the old Howey Elementary School facility is used to serve another limited student population. In addition the old Howey Academy facility and a second facility across the street from the Howey Academy facility are used for back office staff functions of the school district. All functions located in Howey serve county-wide services.

~~There are no public school facilities planned in the Town during the planning period~~. The Lake County School District has purchased a 19-aacre tract on CR 48 near SR-19 which is currently designated for an elementary school. No timetable has been set for construction of the school as it is not in the current five-year capital facilities plan.

### 4. Groundwater Recharge

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

### 5. Analysis of Existing Vacant Lands

~~As previously mentioned, there are 1,769 acres of vacant land (516 acres of this land is Conservation land use) in Town. About 51% (909 acres) of the vacant lands is in the Village Mixed Use Future Land Use category and 19% (335 acres) is designated for Residential uses (see the Town's *Vacant Lands Map)*. The soils on these vacant lands are overall suitable for development. The elevation on these vacant lands range from 75 feet mean sea level (MSL) to 170 feet MSL. There are no known sinkholes located on these vacant lands. There are also no known environmentally sensitive lands or significant natural resources located on these vacant lands that will prevent any development.~~ The Town has in excess of 1,100 acres of vacant land including large multi-use projects and scattered infill sites. (Refer to the Vacant Lands Map.) Much of this land has entitled development approvals that are currently pending implementation. This land is concentrated in six primary development areas with five of the six having some level of approval. In combination, the six projects include 1,061 acres of residential land, 93 acres of commercial land, and about 10 acres of institutional and government land. The vacant

lands map includes another 165 acres of land located west of the Mission Rise development which is designated as Village Mixed Use but is currently in agricultural use, primarily pasture. The available residential and commercial vacant land should be sufficient to accommodate the anticipated population through the planning period.

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

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

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

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

The evaluation and analysis was accompanied by robust public participation. Public sentiment agreed overwhelmingly with the Town Council. The increased densities and downsized lots after 2010 were inconsistent with the character, appearance and ambiance of the Town's historic neighborhoods. Contrary to FLUE Policy 1.1.2, development in Village Mixed Use has failed to "maintain the unique charm of the Town."

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

### 8. Analysis of Need for Redevelopment

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

### 9. Analysis of Flood Prone Areas

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

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

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

### 11. Urban Sprawl

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

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

   The Town has adopted a Planned Unit Development ordinance and Village Mixed Use and Town Center Mixed Use land uses. ~~There has not been any significant development of low intensity single family subdivisions~~. The development of single-family subdivisions has been occurring within the large projects planned for this purpose and as infill development within existing subdivided areas. The Town's Concurrency Management System, subdivision regulations, and zoning regulations discourages this type of development.

2. Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    The Town has adopted a Planned Unit Development Ordinance which would permit an attractive and functional mix of uses in appropriate areas of the Town. There are about 855 acres of land designated as Village Mixed Use on the Town's *Future Land Use Map* and ~~majority~~ approximately 50% of this land is vacant.

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

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

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

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

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

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

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

### a. Producing Energy Efficient Land Use Patterns

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

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

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

### b. Increasing Energy Conservation

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

The Town promotes "green" development in both private and municipally-supported housing. Green development specifically relates to the environmental implications of development. Green building integrates the built environment with natural systems, using site orientation, local sources, sustainable material selection

and window placement to reduce energy demand and greenhouse gas emissions. The Town is in the process of amending the Land Development Regulations to establish green building practices and sustainability development guidelines.

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

**c. Reducing Greenhouse Gas Emissions**

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

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

## E. FUTURE LAND USE GOALS, OBJECTIVES, AND POLICIES

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

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

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

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

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

| Land Use | Maximum Residential Density |
|---|---|
| Residential: | |
| Low Density Residential (LDR) | Up to 2.0 dwelling units per acre. Maximum building height is 35 feet. |
| Medium Density Residential (MDR) | Up to 3.0 dwelling units per acre. A 25% minimum open space is required. Developments with 100 units or more shall be required to have a public recreation component. Developments with either more than 300 proposed dwelling units or more than 100 acres must use the Village Mixed Use designation. May include support community facilities and elementary schools. Maximum building height is 35 feet. |
| Rural Lifestyle (RL) | Up to 1.0 dwelling unit per 2 acres. Must have a minimum of 2 acres for this land use. A 50% minimum open space is required. All buildings shall not exceed a 0.15 floor area ratio. The maximum impervious surface coverage is 0.20. Maximum building height is 35 feet. |

| | |
|---|---|
| High Density Residential (HDR) | Up to 10 dwelling units per acre. Maximum density for townhouse units is 6.0 units per acre. Maximum impervious surface ratio is 60%. Maximum building height is 35 feet with additional height allowed for decorative elements. Projects of 30units or more are required to provide recreational facilities for project residents. |
| **Land Use** | **Maximum Land Intensity** |
| Neighborhood Commercial (NC) | The maximum floor area ratio is 0.50. The maximum impervious surface coverage is 0.70. The maximum building height is 35 feet. The maximum building size is 5,000 sq. ft. unless a special exception is granted to the developer by the Town Council.<br>Elementary and middle schools are also permitted in this category. |
| Light Industrial (LI) | The maximum impervious surface is 0.70. The maximum floor area ratio is 0.60. High schools are permitted in this category. |
| Institutional (INST) | The maximum floor area ratio is 0.25. The maximum impervious surface coverage is 0.40. A 25% minimum open space is required. Maximum building height is than 35 feet. |
| Recreation (REC) | Maximum impervious surface coverage is 0.30. Restricted to passive or active recreational facilities as established in the *Recreation and Open Space Element* or by the Town Council. |
| Conservation (CON) | No buildings. Restricted to boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies. |
| Public/Utility (PUB) | The maximum floor area ratio is 0.25. The maximum impervious surface coverage is 0.50.<br>For utilities, the maximum building height is 20 feet for for a one-story building; and 35 feet for other facilities. |

| | |
|---|---|
| Village Mixed Use (VMU) | Minimum of 100 acres to apply for this land use. Maximum density of 3 dwelling units per acre. Residential areas shall comprise a minimum of 70% of the net land area and a maximum of 85% of the net land area.<br><br>Commercial/non-residential areas shall comprise a minimum of 15% of the net land area and a maximum of 30% of the net land area. This includes community facilities and schools.<br><br>All single-family lots must have a minimum lot area of 10,890 square feet (1/4 acre) exclusive of any wetlands or waterbodies that might be included with the lot.<br><br>Five percent (5%) of the non-residential land shall be dedicated for public/civic buildings.<br><br>Commercial/non-residential may be 2 stories with 50% coverage as long as parking and other support facilities (stormwater) are met. The maximum building height is 35 feet.<br><br>Public recreational uses must occupy a minimum of 10% of the useable open space (no wetlands).<br><br>The following are minimum requirements in Village Mixed Use:<br>i. 25% open space<br>ii. 10% parks and recreation; and<br>iii. 3% active recreation uses<br><br>The 10% and 3% requirements in ii and iii count toward the 25% requirement in i<br>To be counted against the 10% park/recreation requirement, parcels dedicated to park uses may be no smaller than ½ acre.<br><br>The Land Development Code must require that plans for active recreation uses be submitted for approval by Town Council no later than application for final plat approval. Town Council may require a performance surety bond for park and recreation improvements..<br><br>The maximum building size is 30,000 sq. ft.; unless a special exception is granted to the developer by the Town Council. |

| | |
|---|---|
| Town Center Mixed Use (TCMU) | The Town Center Overlay Map denotes where specific uses are permitted within the Town Center (see the Town's *Town Center Overlay Map*). For areas designated Commercial Core, all new buildings must be 2 stories or provide a minimum street façade elevation of at least 15-feet to create a vertical enclosure along Central Avenue. The maximum building height is 35 feet. In order to maintain the historic character of the downtown area, the Land Development Regulations will cap the maximum size of any one business in the Town Center Overlay at 5,000 square feet. A maximum 2.0 floor area ratio is permitted if parking requirements are achieved. Where new residential uses are constructed in the commercial core, these uses shall be located on the second floor of buildings. (Existing single-family units on Central Avenue west of Dixie Drive and units fronting on Oak Street and Holly Street are considered permitted uses. Single-family residences may not be constructed elsewhere within the Town Center Commercial Area. Properties in the Town Center Commercial Area within the designated sections of W. Central Avenue, oak Street and Holly Street may be converted to non-residential uses, and once converted, may not revert to single-family residential use.<br><br>For areas designated Office/Services or Residential, the maximum impervious surface coverage is 0.40. May live and/or work in these areas.<br><br>For areas designated Residential, the maximum density is 4 units per acre.<br><br>There is a total of 81.73 acres in the Town Center Overlay. About 23.3% of the Town Center Overlay is comprised of roads which are laid out in a grid system. About 52.5% of the Town Center Overlay area is designated for residential use. About 16% of the Town Center is designated for commercial/office/professional services use (with the possibility of residential on the second floor) and about 8.2% is designated as flex space, where either office, professional services, or residential uses – or a live/work combination of those uses is permitted.<br><br>Open space within the Town Center will not be defined as it is for other areas within the Town. Rather, the Town has established maximum impervious surface coverage standards that may not be surpassed within the various uses in the Town Center. The areas designated as Commercial Core have a maximum impervious surface coverage of 100%. Areas designed office/professional services and/or residential shall have a maximum impervious surface coverage of 40% and areas designated as residential in the Town Center shall have a maximum impervious surface of 50%. In the commercial core of the Town Center, the Town anticipates a master stormwater system which will allow maximum coverage for buildings and surface parking. |

**POLICY 1.1.2:** ***Land Use Categories.*** The land use categories, as depicted on the Town's *2035 Future Land Use Map (FLUM)* shall permit the following uses and activities.

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

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

***Neighborhood Commercial*** - The Neighborhood Commercial land use category is intended to provide appropriate locations for neighborhood and community businesses providing services and retail sales for the Town and the nearby communities. Permitted uses within the Neighborhood Commercial category shall be limited to the following uses unless a special exception is granted to applicant by the Town Council.

- **General Commercial.** These areas shall include those businesses that provide retail goods and services, which serve the routine and daily needs of residents, including

banks and professional services, grocery and convenience stores, retail shops, and restaurants. Public and private elementary and middle schools are also allowed.

- **Limited Commercial.** These areas shall include low intensity office, service and retail businesses that are compatible when located in close proximity to neighborhoods. These uses are intended primarily to serve the needs of the closely surrounding neighborhood.
- **Professional and Office.** These areas shall be limited to small neighborhood scale businesses and professional offices that are compatible with, and have no measurable or noticeable adverse impacts, upon surrounding residential uses. Such uses include offices for doctors and dentists (but not clinics or hospitals), accountants, architects, attorneys, engineers, land surveyors, real estate brokers, financial planners, insurance and real estate agents and the like.

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

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

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

**Medium Density Residential** - The Medium Density Residential category is limited to single-family detached homes. Support community facilities and elementary schools are also permitted in

this category. Residential uses in this category shall be permitted in those areas so designated in accordance with the applicable permitted density and as further controlled by the Land Development Regulations and the Florida Building Code.

**High Density Residential –** The high-density-residential land use category is intended to accommodate owner-occupied townhouse and condominium units in those areas where higher density development can be supported by adequate access and public services. Supporting community facilities and elementary schools are also permitted in this land-use category. Residential uses in this category are permitted in those areas so designated in accordance with the applicable permitted density as further controlled by the Town's Land Development Code and the Florida Building Code.

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

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

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

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

businesses. Redevelopment will focus on orienting buildings and roadways to a pedestrian scale.

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

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

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

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

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

**POLICY 1.2.1:** ***Adequate Residential Land Area.*** The Town shall ensure that adequate residential land uses needed to support the population

during the planning period shall be designated on the *Future Land Use Map.* The residential land uses shall continue to reflect a pattern that promotes neighborhood cohesiveness and identity. All residential uses shall be subject to the requirements established in the Town's Land Development Regulations.

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

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

| | |
|---|---|
| | allowed by the Town and all regulatory agencies. |
| Public/Utilities | 0.25 FAR; max. impervious surface coverage of 50% |

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

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

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

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

**POLICY 1.2.6:** ***Reorientation of Residential Densities.*** For single-family residential development of ten homes or more, the Town may allow

lot sizes smaller than one-forth acres (10,890 sq.ft.) only in the following locations:

i. Areas abutting major arterial and collector road corridors such as state roads, county roads and major Town collector roads such as Central avenue, but are not just neighborhood roads with higher traffic counts
ii. Areas abutting commercial and industrial land uses.

The Town shall require sinle-family residential lots in all other areas to be one-forth acres (10,890 sq. ft.) or larger.

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

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

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

- past and anticipated future population and housing trends and characteristics;
- provision and maintenance of quality residential neighborhoods and preservation of cohesive neighborhoods;
- protection of environmentally sensitive lands; and
- transition of density between low, medium and high residential districts.

**POLICY 1.2.10:** ***Group Home and Foster Care Facilities.*** The Town shall continue to allow the location of group homes and foster care facilities in residential areas. These facilities shall serve as alternatives to institutionalization.

**OBJECTIVE 1.3:** ***Conservation of Environmentally Sensitive Lands, Other Natural Resources, Historically Significant Sites.*** Manage and control existing and future land uses located within or adjacent to environmentally sensitive lands, open space, other significant natural resources, and historically significant sites.

**POLICY 1.3.1:** ***Limiting Development in Wetland Areas.*** The Town shall limit development within all wetland areas to land uses supporting conservation facilities and water-related passive recreation activities, as defined in the *Recreation and Open Space Element*. Wetlands shall be identified on the *Future Land Use Map* Series as Conservation lands. No development shall be permitted in wetlands except for conservation or passive recreation uses as defined within policies cited herein.

**POLICY 1.3.2:** ***Wetlands and Natural Buffer Zones.*** Wetlands shall be protected from impacts generated by adjacent land uses through natural buffer zones.

1. No development of disturbance of area is permitted within 25 feet of a designated wetland area. These areas shall be marked with appropriate signage as conservation areas.

2. No building or impervious surface area (with the exception of wet retention areas) is permitted within 50 feet of a designated wetland area.

**POLICY 1.3.3:** ***Protection of Floodplains.*** Development within the 100 Year Floodplain shall provide necessary mitigation to maintain the natural stormwater flow regime. The 100 Year Floodplain Zone shall be delineated within the *Future Land Use Map* series. The boundary of the 100 Year Floodplain Zone shall be determined by the most recent Flood Insurance Maps prepared by the Federal Emergency Management Agency.

**POLICY 1.3.4:** ***Floodplain Mitigation.*** All development within the 100 Year Floodplain shall adhere to the following:

a. ***Prohibited Land Uses and Activities.*** Storing or processing materials that would, in the event of a 100 Year Storm, be buoyant, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited. Material or equipment immune to substantial damage by flooding may be stored if securely anchored to prevent flotation or if readily removable from the area upon receipt of a flood warning. Manufacturing and light industrial land uses shall be prohibited from encroaching into the 100 Year Floodplain Zone.

b. ***Minimum Floor Height Elevation.*** All new construction and substantial improvements of existing construction occurring within a 100 Year Flood Zone must have the first-floor elevation for all enclosed areas at eighteen inches above the 100-year flood elevation.

c. ***Construction Materials and Methods.*** All new construction and substantial improvements of existing construction shall be constructed with material and utility equipment resistant to flood damage and using methods and practices that will minimize flood damage and prevent the pollution of surface waters during a 100-year flood event.

d. ***Service Facilities and Utilities.*** Electrical heating, ventilation, plumbing, air conditioning, and other service facilities shall be designed or located to prevent water from entering or accumulating within the components during a base flood. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate both infiltration of flood water into the systems and discharges from the systems into flood waters.

e. ***Residential Subdivision Plans and Design.*** Plans for subdivisions shall minimize potential flood damage by locating recreation and conservation uses, if included in the plans, to areas within the Flood Zone, reserving as much land as possible outside the flood zone for other land uses. Also, 100-Year Flood Zones shall be identified on all final development plans submitted to the Town.

f. ***Stormwater Facilities.*** The Town shall require development to have drainage facilities in place and functioning concurrent with the impacts of development, as stipulated by deadlines

established within its Concurrency Management System. Such drainage facilities shall be designed to comply with the Town's established level of service standard.

**POLICY 1.3.5:** ***Aquifer Recharge.*** The Town rests on an area possessing high aquifer recharge potential. To maintain the natural rate of percolation within aquifer recharge areas, the Town shall enforce the following:

a. ***Impervious Surface Ratio and Open Space.*** Enforce the impervious surface ratios and open space standards established in this *Comprehensive Plan*.

b. ***Manufacturing or Light Industrial Uses and Recharge Areas.*** Ensure that the *Future Land Use Element* does not allocate any manufacturing or light industrial land use activities adjacent to lake front areas or within high recharge groundwater aquifer areas that generate pollutants that may adversely impact the quality of surface and ground waters. The guidelines established in the Town's Land Development Regulations regarding manufacturing uses permitted within commercial districts and light industrial uses shall serve as a guide to monitor the type and intensity of such uses in the Town.

c. ***Permeable Parking Lots.*** Promote the application of permeable parking lot surfaces for commercial developments proposed within high recharge areas.

d. ***Land Use Activities and Densities.*** Promote land use activities and development densities which are compatible to high recharge potential percolation rates.

**POLICY 1.3.6:** ***Lake Shore Protection.*** To protect the lake front areas from the encroachment of development, a shoreline protection zone shall be delineated. There shall be no disturbance within 50 feet of the landward extent of wetlands as set forth in Rule 62-340, except for pilings for docks or piers. There shall be no buildings, pools, ponds, or other structures in this protection zone. There shall be no septic tanks within 75 feet of the landward extent of wetlands as set forth in Rule 62-340. All development shall be subject to the building setback requirements regarding the shoreline protection zone established in the Town's Land Development Regulations.

**POLICY 1.3.7:** ***Upland Vegetative and Wildlife Habitat Protection.*** Upland vegetative communities and wildlife habitats (particularly those identified as primary habitat for endangered or threatened species) for which the Town or State deems environmentally significant shall be protected from adverse impacts associated with development. Upland areas identified within the *Conservation Element* as essential breeding, feeding or habitat sites for endangered or threatened flora or fauna creatures shall be protected according to the following activities:

a. ***Conservation Designation.*** Important upland habitat may be designated as conservation under the following circumstances:

1. The site is owned by a government body or agency;
2. The site is programmed for purchase by a government agency within the first three years of the *Five-Year Schedule of Capital improvements*; and
3. A request to designate the site as conservation is made by the land owner.
4. The Town requires the designation as a part of the development review process.

Development proposed to occur within areas designated as Conservation are subject to all policies pertaining to open space requirements and development restrictions.

b. ***Sites with Endangered or Threatened Species.*** Any areas identified within the *Conservation Element* as refuge, breeding, feeding, or habitat areas of endangered or threatened species shall be subject to the following activities:

1. An applicant of a property designated for development shall prepare a Critical Habitat Management Plan prepared by a professional biologist, ecologist, or other related professional. As a minimum, this Plan shall analyze the following issues:

a.) Affected species;
b.) Land needs to support continued on-site presence of the species;
c.) Impacts of proposed development which will disturb the species;
d.) Recommended management plans and measures necessary to protect the subject species; and

e.) Cost to developer to implement the recommended management plan.

The adequacy of the study shall be determined by the Town of Howey-in-the-Hills. The final development plan shall conform to recommendations determined within the study as approved by the Town Council. The Town will reserve the right to have a State agency review the Critical Habitat Management Plan and provide a written response.

**POLICY 1.3.8:** ***Historically Significant Sites.*** The Town shall use the Florida Master Site File as a resource to identify archeological resources and historically significant structures. The Howey ~~House~~ Mansion and any other historically significant sites listed on the Florida Master File or the National Register of Historic Places shall be identified on the *Future Land Use Map* Series. In addition, the Town shall also distinguish buildings as historic if the following criteria are met:

a. The age of the subject site exceeds fifty years;
b. Whether the building, structure, or object represents the last remaining example of its kind in the neighborhood or Town;
c. Whether documented proof indicates that the site played a significant role in the history of Howey-in-the-Hills, Lake County or the State of Florida.

If type, density and intensity of adjacent land use shown on the *Future Land Use Map* is not compatible to the preservation of the historic site, then appropriate buffering and screening techniques shall be requirements imposed on encroaching adjacent new development. Such requirements shall be stipulated within the Land Development Regulations.

**POLICY 1.3.9:** ***Rehabilitating, Relocating, or Demolition of Historic Sites.*** Criteria established in the Land Development Regulations pertaining to the rehabilitation or relocation of a designated historic structure shall follow the U.S. Secretary of the Interior's "Illustrated Guidelines for Rehabilitating Historic Buildings". Additional criteria for approving the relocation, demolition, or rehabilitation of a historic structure shall include the following factors:

a. the historic character and aesthetic interest the building, structure, or object and how it contributes to its present setting;

b. whether there are definite plans for the area to be vacated and the effect of those plans on the character of the surrounding neighborhood;
c. whether the building, structure, or object can be moved without significant and irreversible damage to its physical integrity;
d. whether the building, structure, or object represents the last remaining example of its kind in the neighborhood or Town;
e. whether definite plans exist to reuse the subject property if a proposed demolition is carried out, and the effect of those plans on the character of the surroundings; and
f. whether reasonable measures can be taken to save the building, structure, or object to a level safe for occupation.

**POLICY 1.3.10:** ***Preventing Destruction of Discovered Archaeological Sites.*** Development shall cease construction activities on a development site when artifacts are uncovered during either land preparation or construction. The developer shall notify the Town of such potential discovery, and the Town and / or developer shall contact the Florida Department of State of such discovery. Construction shall not begin until the State has determined the archaeological significance of the discovery and the restrictions which shall be imposed on development. Development may continue in areas which will not impact the site of the discovery.

**OBJECTIVE 1.4:** ***Commercial Planning Activities.*** Ensure the Town's sustainability by allocating sufficient land area to accommodate commercial activities which provide a level of employment as well as goods and services demanded by local residents and guest with consideration to fiscal and environmental impacts to the Town of Howey-in-the-Hills.

**POLICY 1.4.1:** ***Location and Distribution of Commercial Sites.*** The location and distribution of commercial land use districts delineated on the *Future Land Use Map* shall be determined according to the following criteria:

a. Promote mixed use land use categories to prevent strip commercial centers and reduce the dependability on the automobile;
b. Promote the integration of uses to include live-work environments;
c. Ability to comply with adopted performance standards for preventing or minimizing nuisance impacts, such as emission of air pollutants, noise, odor, and generation of hazardous waste or products;

d. Impact to the conservation and preservation of natural resources;
e. Demand on existing and planned public services, utilities, water resources and energy resources;
f. Impact on designated scenic and aesthetic transportation corridors;
g. Compatibility with surrounding land uses;
h. The size of each individual business permitted in the Neighborhood Commercial, Village Mixed Use, or Town Center Mixed Use land uses shall comply with the guidelines established within the Policy 1.4.6; and
i. The height of each business permitted in the Neighborhood Commercial, Village Mixed Use, or Town Center Mixed Use land uses shall comply with the guidelines established in Policy 1.4.7 of this *Element*.

**POLICY 1.4.2:** ***Screening Requirement.*** The Town shall require new commercial, light industrial, and manufacturing development to install landscaping, visually obstructive fencing or man-made berms, or other appropriate screening techniques concealing the commercial, light industrial, or manufacturing site from areas designated for low or medium density residential if the proposed commercial, light industrial, or manufacturing building is not compatible.

**POLICY 1.4.3:** ***Availability of Facilities to Support Commercial Development.*** The density and intensity of commercial uses shall be compatible with the ability of public facilities to provide adequate services according to adopted level of service standards.

**POLICY 1.4.4:** ***Provision of Open Space.*** All new commercial development shall be subject to the open space standards established in Policy 1.2.2 of this *Element*.

**POLICY 1.4.5:** ***Maximum Intensity of Commercial Uses.*** Maximum intensity of use for commercial development is outlined within the respective land use categories and further refined in the Land Development Regulations.

**POLICY 1.4.6:** ***Commercial Building Size Limitations.*** Individual businesses within the Town Center Mixed Use and Neighborhood Commercial shall be limited to 5,000 sq. ft. unless a waiver is granted to the developer by the Town Council. Individual businesses within the Village Mixed Use land uses shall be limited to 30,000 sq. ft. unless a waiver is granted to the developer by the Town Council. These

guidelines shall be used to determine the maximum allowable size for all new commercial buildings in Town. Waivers shall be based on the particular needs of the individual business, the compatibility of the proposed building and business with the business site and other affected development, enhanced architectural design of the proposed building, and other factors which the Town Council determines as relevant to development of the proposed site and impacts to the general area.

**POLICY 1.4.7:** ***Commercial Building Height Limitations.*** Commercial buildings within the Town Center Mixed Use, Village Mixed Use, and Neighborhood Commercial land uses shall be limited to a maximum of 35 feet in height.

**POLICY 1.4.8:** ***Acceptable Uses within Commercial Areas.*** Activities allowed within areas designated for commercial uses established in the Town Center Mixed Use, Village Mixed Use, or Neighborhood Commercial land uses shall be limited to the following:

1. Retail business (drive-thru establishments in the Town Center Mixed Use shall be located to the rear of properties fronting on Central Avenue)
2. Community centers and fraternal lodges;
3. Hotels or motels;
4. Marinas;
5. Service businesses, Personal Services such as barber/beauty, personal training, spa, salons, pottery shops, art/painting galleries or studios, dance studios, etc.;
6. Professional and Business offices;
7. Veterinarian offices, provided the facility has no outside kennels;
8. Financial Institutions and banks;
9. Residential development, low, medium, or high density (second story);
10. Recreation and Parks;
11. Manufacturing, as permitted according to policies cited in this *Element*;
12. Elementary and middle schools in the Neighborhood Commercial land use; and
13. Elementary, middle, and high schools in the Village Mixed Use land use.

A more detailed matrix is available in the Land Development Regulations.

**POLICY 1.4.9:** ***Strip Commercial Development and State Road 19 and County Road 48.*** The Town shall discourage strip commercial style development from occurring along State Road 19 and County Road 48. Prior to the approval of each proposed annexations along the State Road 19 and County Road 48 corridors, the Town shall consider the potential of a strip commercial style development being established as a direct result of such annexation.

**POLICY 1.4.10:** ***Adequate Commercial Land and the Future Land Use Map.*** The Town will ensure that adequate land is designated on the *Future Land Use Map* to support the commercial needs of the residents and guests of Howey-in-the-Hills during the planning period. All such lands shall be compatible and consistent with the surrounding land uses.

**OBJECTIVE 1.5:** ***Limiting Manufacturing Land Uses.*** Limit manufacturing land uses within the Town due to the presence of high aquifer recharge areas and lack of central sanitary sewer facilities.

**POLICY 1.5.1:** ***Manufacturing as a Conditional Use in Light Industrial Designations.*** The Town shall permit non-polluting manufacturing land uses within Light Industrial land use designations on a conditional basis.

**POLICY 1.5.2:** ***Acceptable Manufacturing Uses.*** Manufacturing uses allowed within Light Industrial designations shall be limited to those primarily involved with the assembly of goods and products processed without the use of excessive chemicals, heat, or machinery. Activities which might be obnoxious or offensive by reason of emission of odor, dust, smoke, gas or noise beyond the building are prohibited.

**POLICY 1.5.3:** ***Maximum Intensity of Use.*** Maximum intensity of use for manufacturing uses shall be 0.70 for the impervious surface coverage and 0.60 for the floor area ratio.

**OBJECTIVE 1.6:** ***Public Services and Facilities.*** To assure that needed public services and facilities are developed concurrent with the impact of new development.

**POLICY 1.6.1:** ***Coordinating Public Facilities with Land Use.*** The Town shall extend public facilities only to existing and proposed land use activities, as shown on the *Future Land Use Map*, which shall require and demand such services. Undeveloped land shall not be

designated for development without assurance through the *Comprehensive Plan* that public facilities shall be available concurrently with the impacts of development. The impacts of land uses, including their densities and intensities, shall be coordinated with the Town's ability to finance or require provision of necessary public facilities at conditions at or exceeding the adopted minimum level of service standards.

**POLICY 1.6.2:** ***Coordinating Public Facilities with Concurrency Management System.*** The timing and location of public facilities shall be coordinated with the Town's Concurrency Management System to assure that development occurs in an orderly and timely manner consistent with the availability of facility capacities.

**POLICY 1.6.3:** ***Land Use Allowed within Wellfield Protection Zones.*** A wellfield protection zone shall be established within a radius distance of seventy-five, two hundred, and five hundred feet from potable water wells. The following guidelines apply to the wellhead protection zone:

a. No new development (except facilities related to the public water system) shall be permitted within one-hundred and fifty feet from a well.

b. Within a two-hundred-foot radius distance, septic tanks, sanitary sewer facilities, or solid waste or disposal facilities shall be prohibited.

c. Within a five-hundred-foot radius of a well, manufacturing or light industrial uses shall be prohibited, including activities that require the storage, use handling, production or transportation of restricted substances; agricultural chemicals, petroleum products, hazardous/toxic wastes, industrial chemicals, etc. In addition, wastewater treatment plants, percolation ponds, mining activities and similar activities are prohibited. Low density single family, commercial, retail, and office land uses shall be allowed within the 500-foot zone for potable water wells.

d. All wells and wellhead protection zones shall be delineated on the Town's *Existing* and *Future Land Use Maps*.

**POLICY 1.6.4:** ***Public Facility and Service Standards.*** The Town shall continue to ensure that public facilities and services meet or exceed the standards established in the *Capital Improvements Element* required

by Chapter 163.3177, F.S. and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development.

**POLICY 1.6.5:** ***Meeting LOS Standards.*** The Town shall require, prior to approval of a building permit and/or development order, that the locally established "Level of Service of Standards" are being met or that facility improvements will be available concurrently with the impact of new construction or development such that level of service standards are maintained.

**OBJECTIVE 1.7:** ***Land Use Coordination and Soils and Topography.*** To require that soil conditions, topography, and availability of facilities and services be coordinated with land uses.

**POLICY 1.7.1:** ***Coordinating Future Land Uses with Soil Conditions.*** Land use activities, including their densities and intensities, shall be compatible to soil types whose properties are capable of supporting the structures, parking areas, ancillary uses, and facilities proposed to be placed on them.

In the event the *Future Land Use Map* identifies a land use allowed within an incompatible soil type, a field study may be performed on the site by a professional hydrologist, registered engineer, or other similar profession to delineate actual boundaries and soil types exhibited on the subject site. The Town shall reserve the right to have such a field study verified by the local U.S. Soil Conservation Office or a comparable State agency.

**POLICY 1.7.2:** ***Engineering Practices, Topography, and Soils.*** The Town shall maintain a unified Land Development Code and continue to require that sound engineering practices be required with respect to the topography and soil conditions, prior to the approval of development activities in Town.

**OBJECTIVE 1.8:** ***Coordination of Land Patterns, New Development, and the Concurrency Management System.*** Assure that future land use patterns and new development in Howey-in-the-Hills are coordinated consistently with the Town's Concurrency Management System.

**POLICY 1.8.1:** ***Availability of Public Facilities.*** Development orders and permits shall not be issued unless the necessary facilities and services are

available concurrent with the impacts of development. Future land use allocations, including their related densities and intensities, shall not exceed the financial and legal ability of the Town to provide or require provision of public facilities to serve those land uses delineated on the *Future Land Use Map*. The Town's Concurrency Management System shall be used to determine whether adequate public facility capacities are available to meet the demands generated by new development and redevelopment.

**POLICY 1.8.2:** ***Efficiency in the Provision of Public Facilities.*** Allocation of future land use shall occur in a manner which promotes efficient distribution and provision of public facilities. Land use allocations shall assure that future sites can be acquired for public facilities programmed within the *Five-Year Schedule of Capital Improvements* or determined necessary to meet demands generated by growth and development anticipated during the planning period.

**POLICY 1.8.3:** ***Mandatory Compliance with the Concurrency Management System.*** The Town shall issue no development order or permit for development unless the applicant demonstrates that impacts associated with the proposed development meet criteria set forth within the Town's Concurrency Management System. All applicants of development shall demonstrate through narrative and graphic information that:

1.) necessary facilities and resources are in place and functional concurrent with the impacts of development; and

2.) the subject development shall not reduce the levels of service below the minimum adopted standard established in the *Public Facilities Element* policy for each applicable public facility.

For proposed developments which shall require public facilities or services provided by the Town, no development order or permit for development shall be issued until a maximum capacity for a public facility is assigned to and reserved for the subject development. The reservation of capacity for a public facility shall be granted to an applicant of development only upon satisfactory compliance with the Town's Concurrency Management System and other applicable ordinances. All rights pertaining to the assignment and forfeit of capacity allocations shall be defined within the Town's Concurrency Management System.

**POLICY 1.8.4:** ***Amendments to the Comprehensive Plan.*** The Town shall require all applicants pursuing an amendment to the *Future Land Use Map* to demonstrate that all facilities or service capacities are currently available and shall be available concurrent with the impacts of development. Any necessary facilities or services shall be part of the *5-year CIP* or the *Long-range Capital Plan*. An amendment to the *Future Land Use Map* shall not constitute the reservation of capacity for any public facility. Reservation of capacities shall only be granted to development orders or permits which demonstrate specific impacts which a development will place on public capacities. The Town shall consult with the St. Johns River Water Management District, prior to the approval of a building permit or its functional equivalent, to determine whether adequate water supplies and related facilities to serve new development will be available no later than the anticipated date of issuance by the Town a certificate of occupancy or its functional equivalent.

**OBJECTIVE 1.9:** ***Blighted Areas.*** Blighted areas shall be redeveloped, and the Town shall take the necessary action to prevent or limit their occurrence.

**POLICY 1.9.1:** ***Amending the Comprehensive Plan to Address Blighted Areas.*** At the time blighted areas are identified within Howey-in-the-Hills, the Town shall amend the *Comprehensive Plan* to include appropriate policies which address the redevelopment needs of that area. Such policies shall be based on an evaluation and analysis which shall be prepared within the Date Inventory and Analysis Section. The Town shall also re-evaluate the future land use designation for the blighted area to determine if a more appropriate designation, density and intensity of development would better encourage the private section to invest in redevelopment.

**POLICY 1.9.2:** ***Identifying Blighted Areas.*** The Town shall annually survey all areas of the Town to determine if blighted areas are occurring.

**POLICY 1.9.3:** ***Code Enforcement.*** The Town shall enforce its Codes to require needed improvements within the Town and discourage the creation of blighted areas in Town.

**OBJECTIVE 1.10:** ***Urban Sprawl.*** Discourage urban sprawl through a future land use pattern which promotes orderly, compact development.

**POLICY 1.10.1:** ***Promote Orderly, Compact Growth.*** Land use patterns delineated on the *Future Land Use Map* shall promote orderly, compact growth. The Town shall encourage growth and development in developed areas where public facilities and services are presently in place, and in those areas which public facilities can provide the most efficient service.

**POLICY 1.10.3:** ***Coordination with Lake County.*** The Town of Howey-in-the-Hills shall coordinate with Lake County to promote a regional development concept that directs future growth to urbanized or urban/rural transitional areas where public facilities and services are available or proposed to be available as required in the Town's Concurrency Management System.

**OBJECTIVE 1.11:** ***Innovative Land Development Applications.*** Future growth and development shall be managed through the preparation, adoption, implementation and enforcement of innovative land development regulations.

**POLICY 1.11.1:** ***Use of Mixed Use Developments.*** To discourage urban sprawl and to maximize existing and planned public facilities, the Town has adopted the Village Mixed Use and Town Center Mixed Use land uses.

Mixed Use designations may include single family, multiple family, commercial, recreation, open space and institutional land uses not to exceed development densities and intensities of use established for these land uses in this *Element*.

**POLICY 1.11.2:** ***Use of Cluster Developments.*** To promote the conservation of permeable surface area and maintain the Town's rural character, cluster developments shall be promoted by the Town during the development review process. Developers of Mixed Use/Planned Unit Developments and residential subdivisions shall be encouraged to cluster development in order to preserve open space.

**POLICY 1.11.3:** ***Maintaining Innovative Land Development Regulations.*** The Town shall maintain innovative land development regulations that encourage mixed-use developments and incorporate site design planning techniques that will enhance the quality of large scale developments or redevelopment area(s).

**POLICY 1.11.4:** ***Establishing Architectural Guidelines.*** The Town shall apply the architectural standards in the Land Development Regulations to the Town Center Mixed Use and Village Mixed Use land uses to maintain the unique and hometown charm of Howey-in-the-Hills. The Town shall encourage historical and traditional styles native to the Howey-in-the-Hills area and new and innovative architectural design when appropriate.

**POLICY 1.11.5:** ***Requiring Underground Utilities.*** The Town shall require all new subdivisions, residential and commercial developments, approved after the adoption of this *Comprehensive Plan*, to have underground telephone, cable and electrical utility lines to provide a more attractive, efficient, and safer development.

**POLICY 1.11.6:** ***Promoting Interconnected neighborhoods.*** The Town shall encourage the development of interconnected neighborhoods using pedestrian linkages, bicycle facilities, and golf carts.

**POLICY 1.11.7** ***Multiple access to subdivisions***. The Town shall require new developments consisting of 50 lots or more to have a minimum of

two points of vehicular access. This policy shall not be construed as prohibiting private streets or prohibiting the use of emergency access only points in addition to the standard vehicular access point.

**OBJECTIVE 1.12*:*** ***Identifying a Defined Planning Area.*** To identify an area surrounding the existing Town limits as the defined planning area for the Town.

**POLICY 1.12.1:** ***Defined Planning Area Definition.*** To protect the Town's unique charm and hometown character, the Town hereby adopts the Utility Service Area as the maximum planning area (see the Town's *Utility Service Area Map*). The Town shall not annex outside this boundary.

**POLICY 1.12.2:** ***Defined Planning Area and Concurrency.*** All land within the defined planning area established in Policy 1.12.1 that annexes into the Town shall be subject to the Town's adopted Concurrency Management System and level of service standards. Prior to the approval of annexing land within the defined planning area, the Town shall ensure that timely development occurs before the annexation and connection to the Town's utility service system is made available. The Town shall also ensure that the availability of public infrastructure is made only to proposed developments that are adjacent to existing developments within the Town as opposed to sporadic "leap frog" development resulting in urban sprawl.

**OBJECTIVE 1.13:** ***Electric Infrastructure.*** To maintain, encourage, and ensure adequate and reliable electric infrastructure is readily available in the Town.

**POLICY 1.13.1:** ***Permitting New Electric Distribution Substations.*** The Town shall allow new electric distribution substations in all land use categories except Conservation. The Town shall, if possible, avoid locating substations where they would be incompatible with adjacent land uses.

**POLICY 1.13.2:** ***Compatibility of New Electric Distribution Substations.*** The Town shall require the compatibility of new electric distribution substations with surrounding land uses (including heightened setback, landscaping, buffering, screening, lighting, etc.) as part of a joint public/private site planning effort.

**POLICY 1.13.3:** ***New Electric Distribution Substation Standards.*** The following standards shall apply to new distribution electric substations:

In nonresidential areas, the substation must comply with the setback and landscaped buffer area criteria applicable to other similar uses in that district, if any.

Unless the Town Council approves a lesser setback or landscape requirement, in residential areas, a setback of up to 100 feet between the substation property boundary and permanent equipment structures shall be maintained as follows:

1. For setbacks between 100 feet and 50 feet, an open green space shall be formed by installing native landscaping, including trees and shrub material, consistent with the relevant local government's land development regulations. Substation equipment shall be protected by a security fence consistent with the Town's Land Development Regulations.

2. For setbacks of less than 50 feet, a buffer wall 8-feet high or a fence 8-feet high with native landscaping consistent with the relevant local government's regulations shall be installed around the substation.

**POLICY 1.13.4:** ***New Electric Distribution Substation Compliance.*** All new distribution electric substations in Town shall comply with the guidelines and standards established in Chapter 163.3208, F.S.

**OBJECTIVE 1.14:** ***Consistency and Compatibility with the Adopted Comprehensive Plan.*** To ensure the Town's Land Development Regulations, Zoning Districts, and Performance Standards are consistent with and compatible to the adopted *Comprehensive Plan*.

**POLICY 1.14.1:** ***Land Development Regulations Consistency.***

The Land Development Regulations for the Town of Howey-in-the-Hills shall be consistent with, and serve to implement the goals, objectives and policies established within the *adopted Comprehensive Plan*. To implement the goals, objectives and policies of the *adopted Comprehensive Plan*, provisions shall be incorporated into the Land Development Regulations, and shall contain specific and detailed provisions which as a minimum:

a. Regulate the subdivision of land;

b. Regulate the use of land and water consistent with this Element, ensure the compatibility of adjacent land uses, and provide for open space;

c. Protect the environmentally sensitive lands designated in the *Comprehensive Plan*, particularly those identified in the *Future Land Use Map* series;

d. Regulate development within areas which experience seasonal and periodic flooding;

e. Specify drainage and stormwater management requirements;

f. Protect potable water wellfields and aquifer recharge areas;

g. Specify minimum design standards for sanitary sewer and septic tank systems;

h. Regulate signage;

i. Ensure safe and convenient on-site and off-site traffic flow and parking needs of motorized and non-motorized transportation;

j. Require that development meet all appropriate provisions of the Town's Concurrency Management System, including level of service standards adopted by the Town Council, prior to the issuance of a development order or permit; and

k. Provide that public facilities and services meet or exceed the standards established in the capital improvements element required by Florida Statutes and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development.

**POLICY 1.14.2:** ***Consistency of Zoning Districts with the Future Land Use Map.*** The Town may elect to further regulate land use activities within land use districts shown on the *Future Land Use Map* through the establishment of zoning districts. Such zoning districts shall be defined within the Land Development Regulations, and a Zoning Map shall illustrate the demarcations of each district. The density and intensity of land use activities established for each zoning district shall be consistent with density and intensity qualitative

standards set forth on the *Future Land Use Map* for the associated land use district.

Land development regulations adopted to implement this *Comprehensive Plan* shall be based on and be consistent with the residential densities and non-residential intensities established herein.

**POLICY 1.14.3:** ***Consistency with Performance Standards.*** Performance standards established within the Land Development Regulations shall be consistent with the goals, objectives and policies established within the *adopted Comprehensive Plan*. By December 2012, the Land Development Regulations shall be amended to ensure that the performance standards comply with the adopted *Comprehensive Plan*.

**OBJECTIVE 1.15:** ***Protection of Natural Resources.*** To ensure the protection of natural resources in the Howey-in-the-Hills area.

**POLICY 1.15.1:** ***Policies for Managing Environmentally Sensitive Areas.*** Policies in the *Conservation Element* for managing environmentally sensitive natural systems, including but not limited to Little Lake Harris, Lake Illinois, wetlands, floodplain areas, significant vegetative communities and wildlife habitats of endangered and threatened species, shall be implemented through performance standards stipulated in the Land Development Regulations.

**POLICY 1.15.2:** ***Intergovernmental Coordination and Natural Resource Management.*** The Town shall coordinate with State agencies including, the St. Johns River Water Management District, the Florida Department of Environmental Protection, and the East Central Florida Regional Planning Council as well as Lake County and other agencies concerned with managing natural resources for the purpose of protecting the function and existence of natural systems.

**POLICY 1.15.3:** ***Protection of Endangered and Threatened Animal and Plant Species.*** The Town shall protect endangered and threatened animal and plant species by assuring the preservation of native habitat required for their propagation and survival. Policies pertaining to the adoption of performance standards and development regulations, as herein cited in this *Comprehensive Plan* shall implement the protection of habitat used by these species.

**OBJECTIVE 1.16:** ***Compatible and Consistent Land Uses.*** To ensure that land uses are compatible and consistent with surrounding land uses.

**POLICY 1.16.1:** ***Existing Non-Compatible Land Uses.*** The Town shall reduce or eliminate existing non-complying land use activities to the greatest reasonable and practical extent without intruding on the constitutional rights of the effected landowners. No existing non-conforming structure shall be increased or expanded. The Land Development Regulations shall define circumstances under which the existing non-conforming use shall be eliminated or reduced in intensity and shall provide principles for regulating improvements to existing non-complying structures as well as changes to non-conforming uses.

**POLICY 1.16.2:** ***Managing Future Land Use.*** The *Future Land Use Map* and related policies together with the Land Development Code shall be applied as a planning and management tool in order to prevent development of land uses which do not conform to the Town's character as reflected in the Town's adopted *Future Land Use Map*, *Zoning Map*, and other applicable laws, ordinances, and administrative rules.

**OBJECTIVE 1.17:** ***Renewable Energy Resources.*** To encourage the development and use of renewable energy resources, efficient land use patterns, and reducing greenhouse gas emissions in order to conserve and protect the value of land, buildings, and resources, and to promote the good health of the Town's residents.

**POLICY 1.17.1:** ***Energy Efficient Land Use Pattern.*** The Town shall maintain an energy efficient land use pattern and shall continue to promote the use of transit and alternative methods of transportation that decrease reliance on the automobile.

**POLICY 1.17.2:** ***Promoting Walking and Bicycling.*** The Town shall continue to encourage and develop the "walk-ability and bike-ability" of the Town as a means to promote the physical health of the Town's residents, access to recreational and natural resources, and as a means to reduce greenhouse gas emissions.

~~**POLICY 1.17.3:** ***Establishing an Energy Management Plan.*** By December 2012, the Town shall develop and implement an Energy Management Plan to minimize electric, fuel and water resources in Town buildings, fleet vehicles and on public properties.~~

**POLICY 1.17.~~4~~ 3:** ***Solar Collectors.*** No action of the Town shall prohibit or have the effect of prohibiting solar collectors, or other energy devices based on renewable resources from being installed on a building and as further set forth within Section 163.04, Florida Statutes.

**POLICY 1.17.~~5~~ 4:** ***Construction of Public Facilities and Buildings.*** Public buildings and facilities shall be constructed and adapted where reasonably feasible to incorporate energy efficient designs and appropriate ~~"green"~~ building standards. ~~Green Building standards that should be observed are contained in the Green Commercial Buildings Designation Standard, Version 1.0, published by the Florida Green Building Coalition, Inc.~~

**POLICY 1.17.~~6~~ 5:** ***Energy Efficient Design and Construction Standards.*** The Town shall continue to promote and enforce energy efficient design and construction standards as these become adopted as part of the State Building Codes. ~~The Town shall also promote commercial and residential standards that are promulgated from time to time by the Florida Green Building Coalition, Inc.~~

**POLICY 1.17.~~7~~ 6:** ***Promoting Mixed Use Developments.*** The Town shall continue to promote mixed-use developments in areas planning for urban development or redevelopment as a mean to produce energy efficient land use patterns and reduce greenhouse gas emissions.

**POLICY 1.17.~~8~~ 7:** ***Development Incentives for Smart Growth Development.*** The Town shall revise its Land Development Regulations by December 2012 to offer incentives and flexibility for development projects that will make development application, review and approval processes easier, faster and more cost effective for projects that are consistent with the Smart Growth Principles of the C*omprehensive Plan* and that can be demonstrated to reduce infrastructure costs, promote the preservation of open space and habitat lands, provide energy efficient land use patterns, and reduce greenhouse gas emissions. Other incentives shall also be evaluated for projects that participate in energy-efficient development programs such as:

- U.S. Environmental Protection Agency's Energy Star Buildings and Green Lights Program to increase energy efficiency through lighting upgrades in buildings;
- Rebuild America;
- Building for the 21st Century;
- Energy Smart Schools;
- National Industrial Competitiveness through Energy;

- U.S. Department of Environmental Protection's Pollution Prevention (P2) Program;
- U.S. Green Building Council (LEED);
- Florida Water Star[SM] Program; or
- Florida Green Building Coalition (FGBC), including pursuing certification as a Green Government.

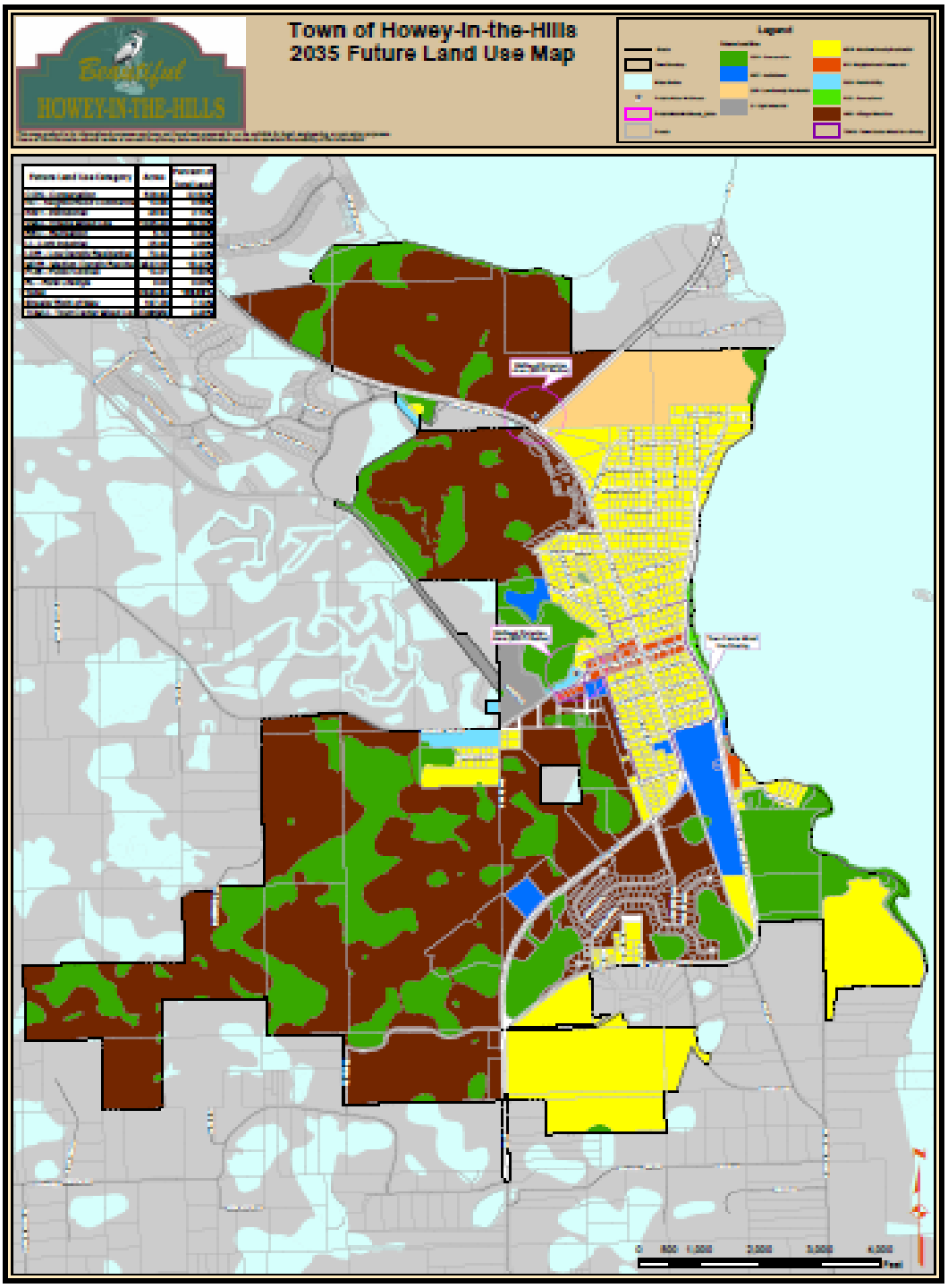
**OBJECTIVE 1.18:** ***Mechanism to Manage Growth and Development.*** To ensure that the *Comprehensive Plan* represents the primary mechanism which manages growth and development within the Town of Howey-in-the-Hills.

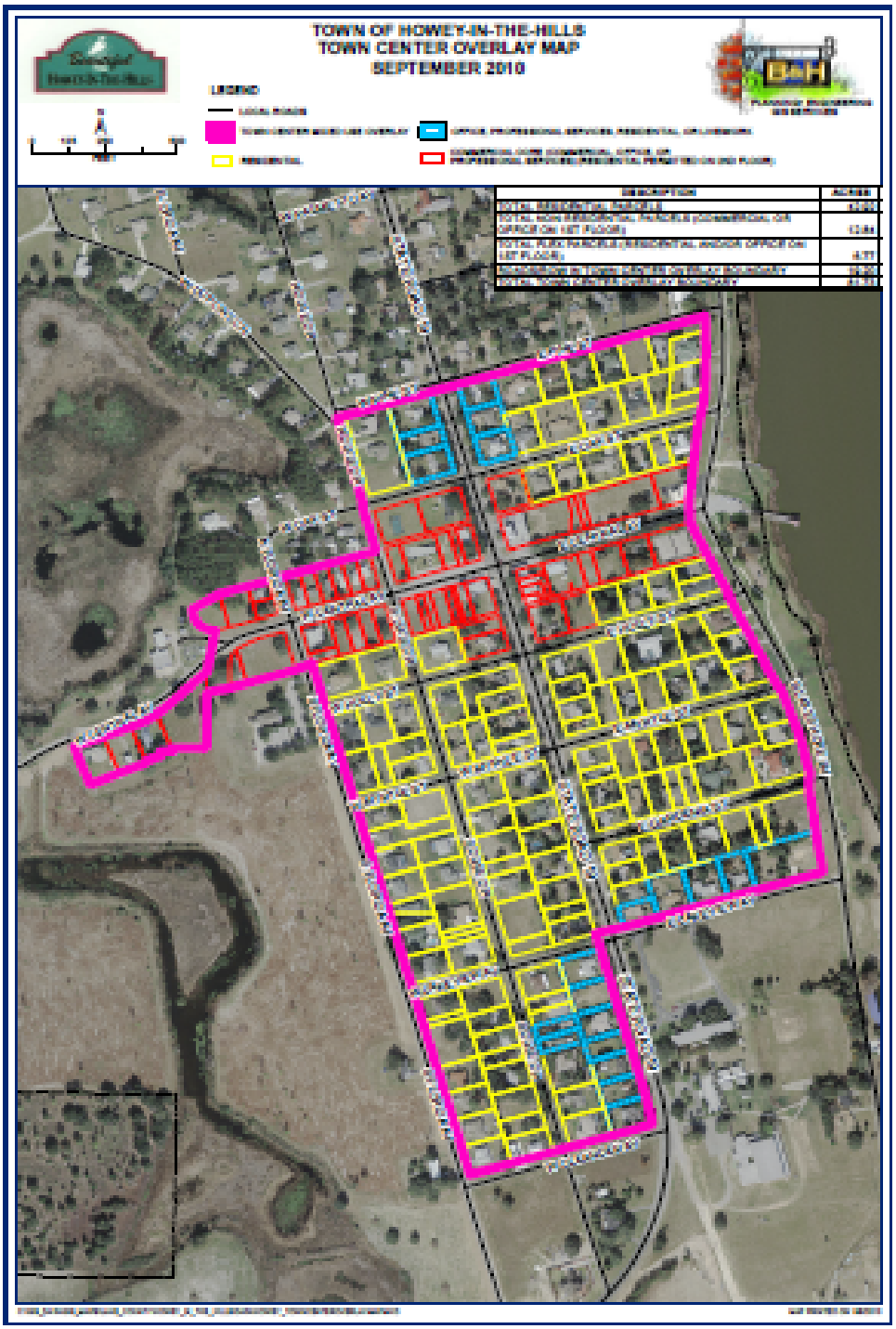
**POLICY 1.18.1:** ***Precedence Over Other Land Use Control Mechanisms.*** Growth management and land use controls stipulated in the adopted *Comprehensive Plan* through goals, objectives and policies shall take precedence over all other land use policies established in other land use control mechanisms adopted by the Town of Howey-in-the-Hills, including but not limited to the Land Development Regulations and other components of the Code of Ordinances.

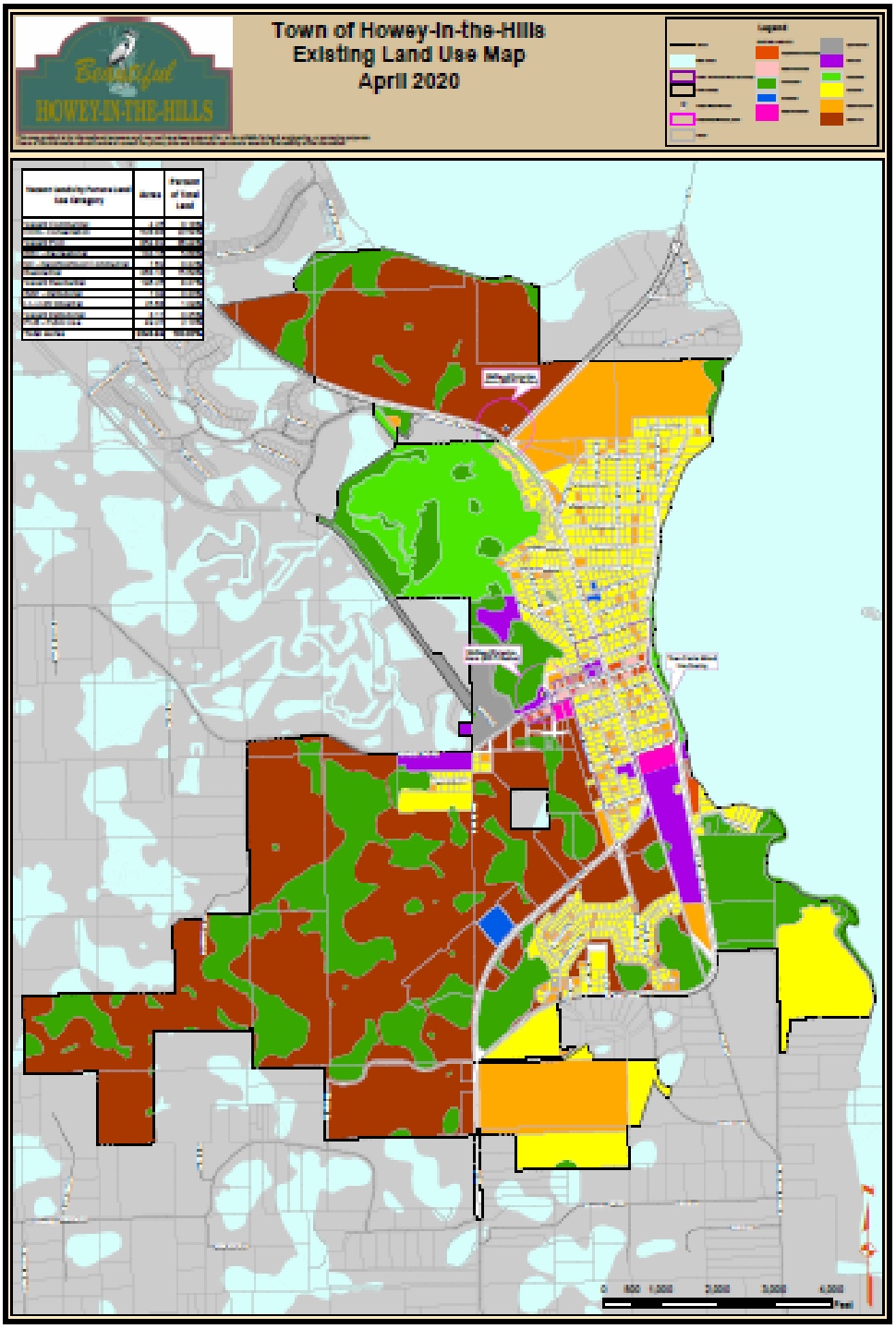
**POLICY 1.18.2:** ***Growth Management through Maintenance of Land Development Regulations.*** The Town shall maintain the Land Development Regulations to reflect growth management controls established within the updated *Comprehensive Plan*.

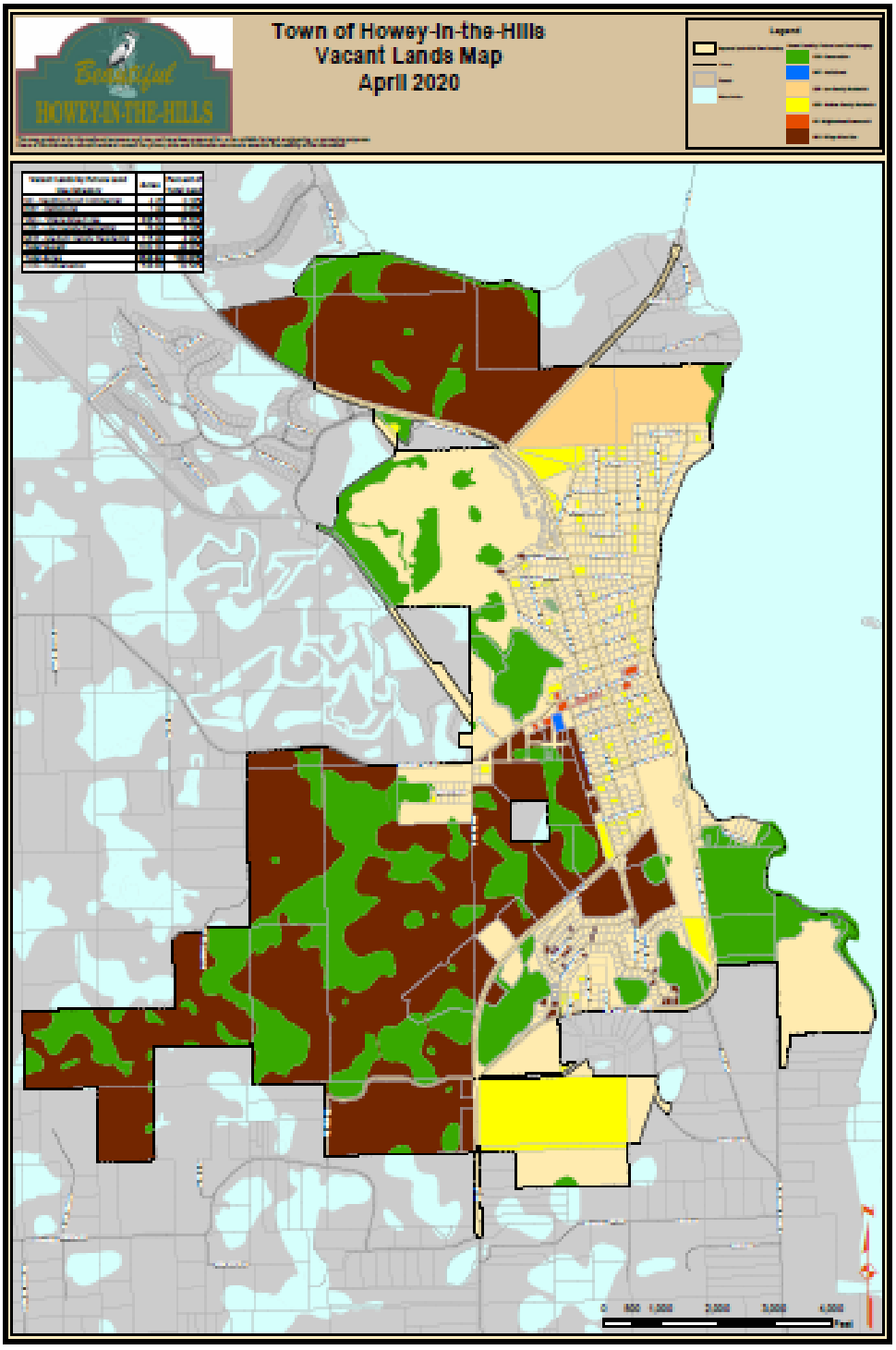
**POLICY 1.18.3:** ***Compliance with State and Federal Laws.*** The *Comprehensive Plan* shall not violate Statutes established in Florida Law or Administrative Rule, nor shall it violate the Constitution of the State of Florida or that of the United States of America.

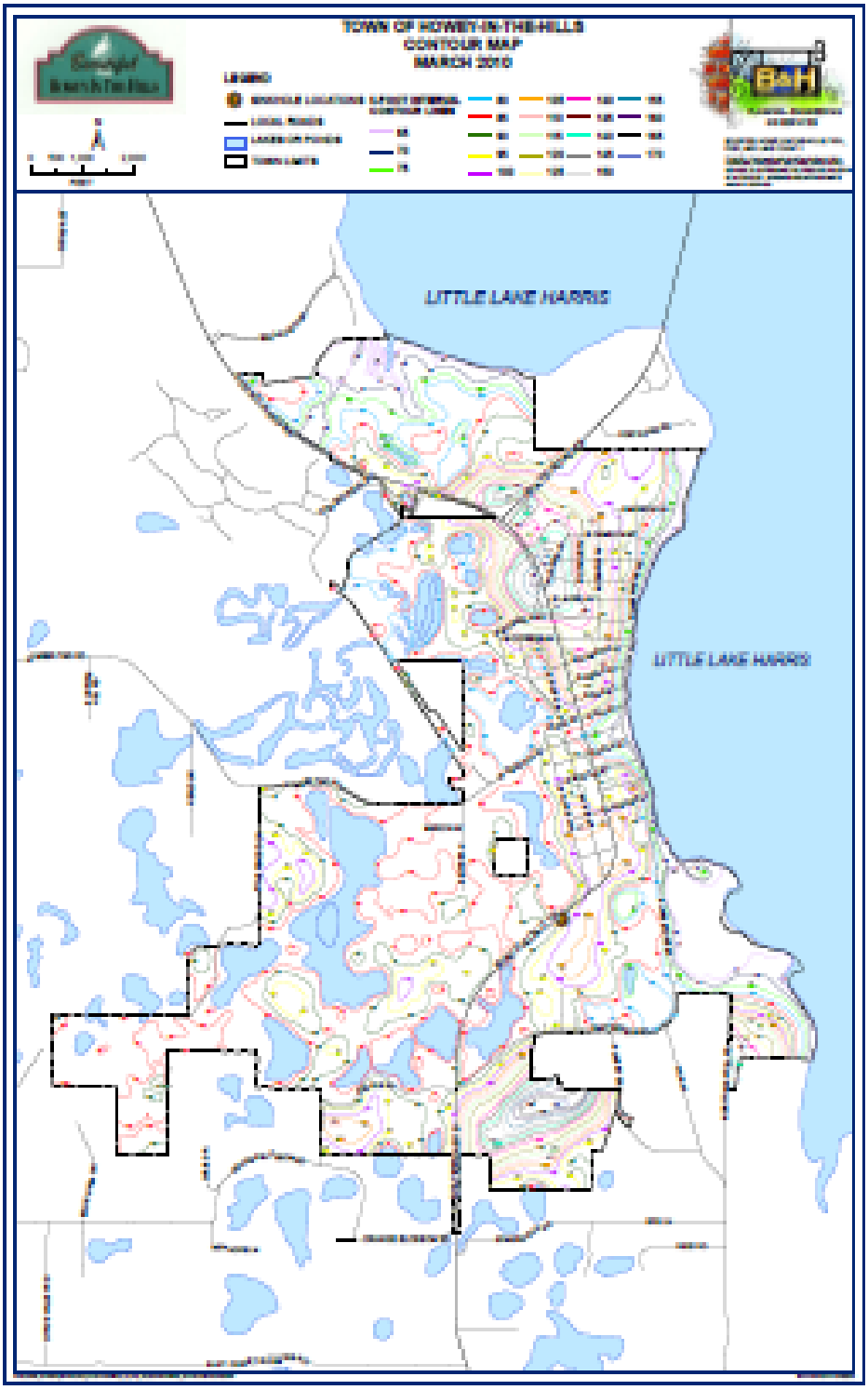
THE FOLLOWING MAPA ARE TO BE DELETED.

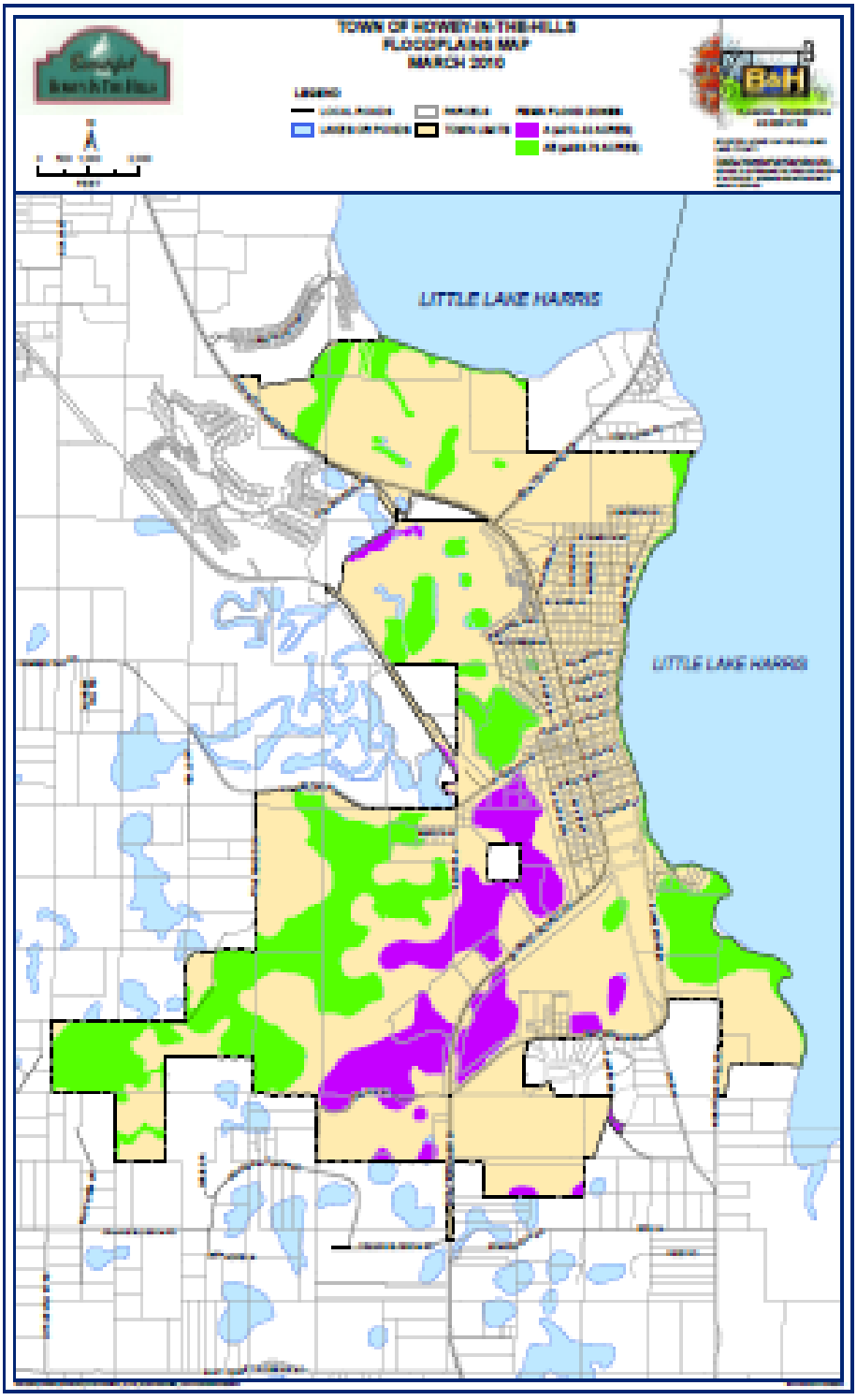

Town of Howey-In-the-Hills
2035 Future Land Use Map
Legend

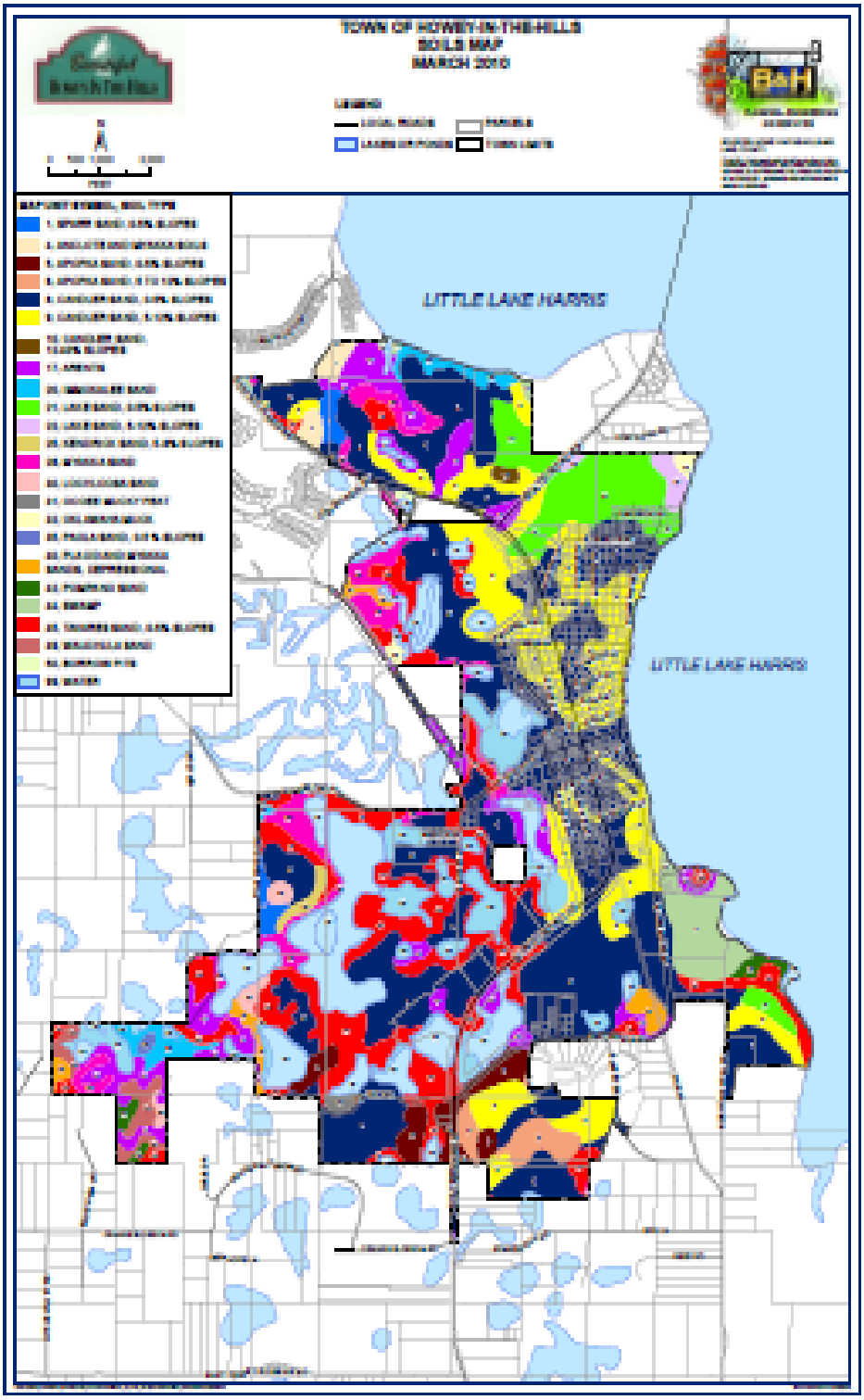

TOWN OF HOWEY-IN-THE-HILLS
TOWN CENTER OVERLAY MAP
SEPTEMBER 2010
LEGEND

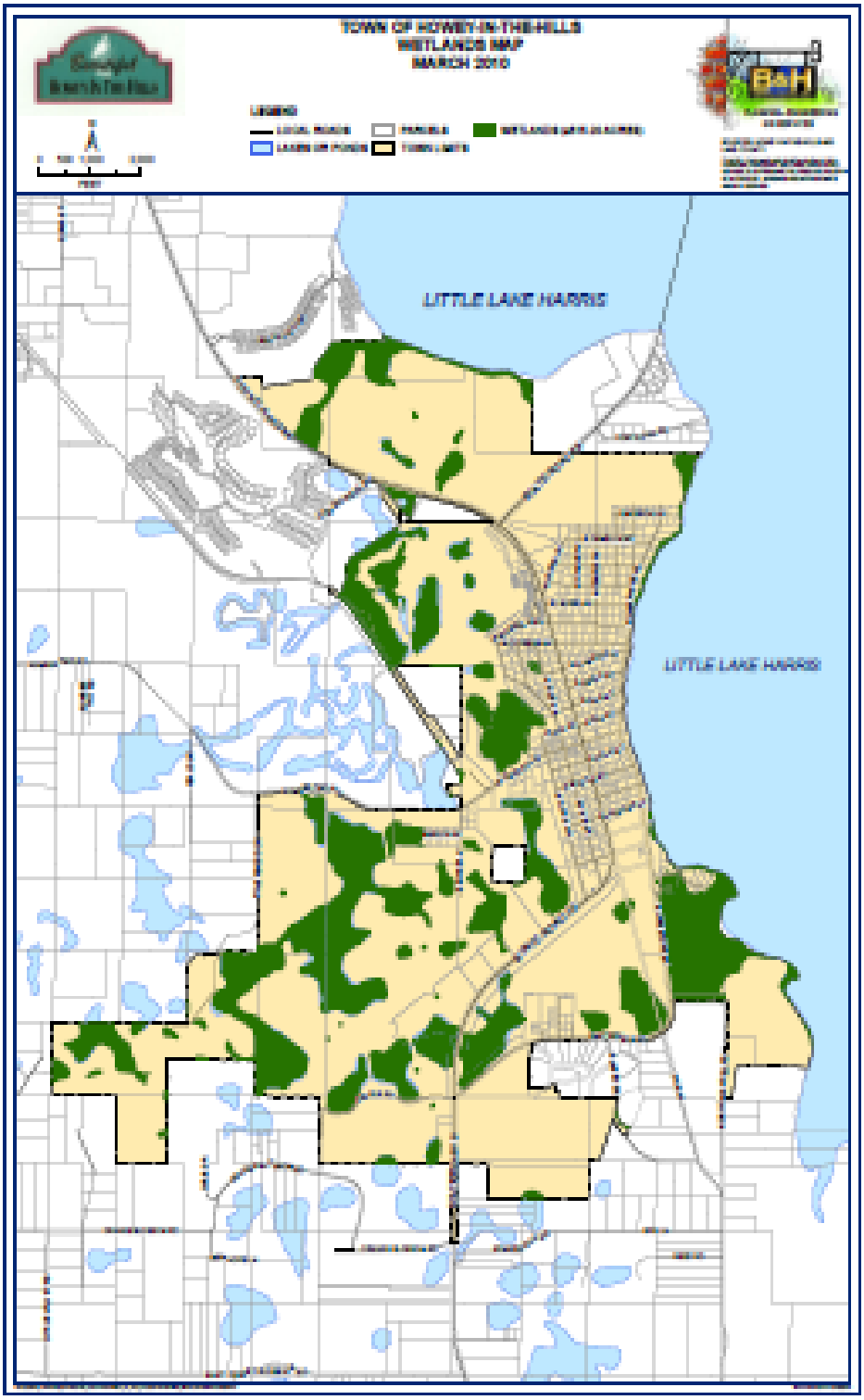

Town of Howey-In-the-Hills
Existing Land Use Map
April 2020

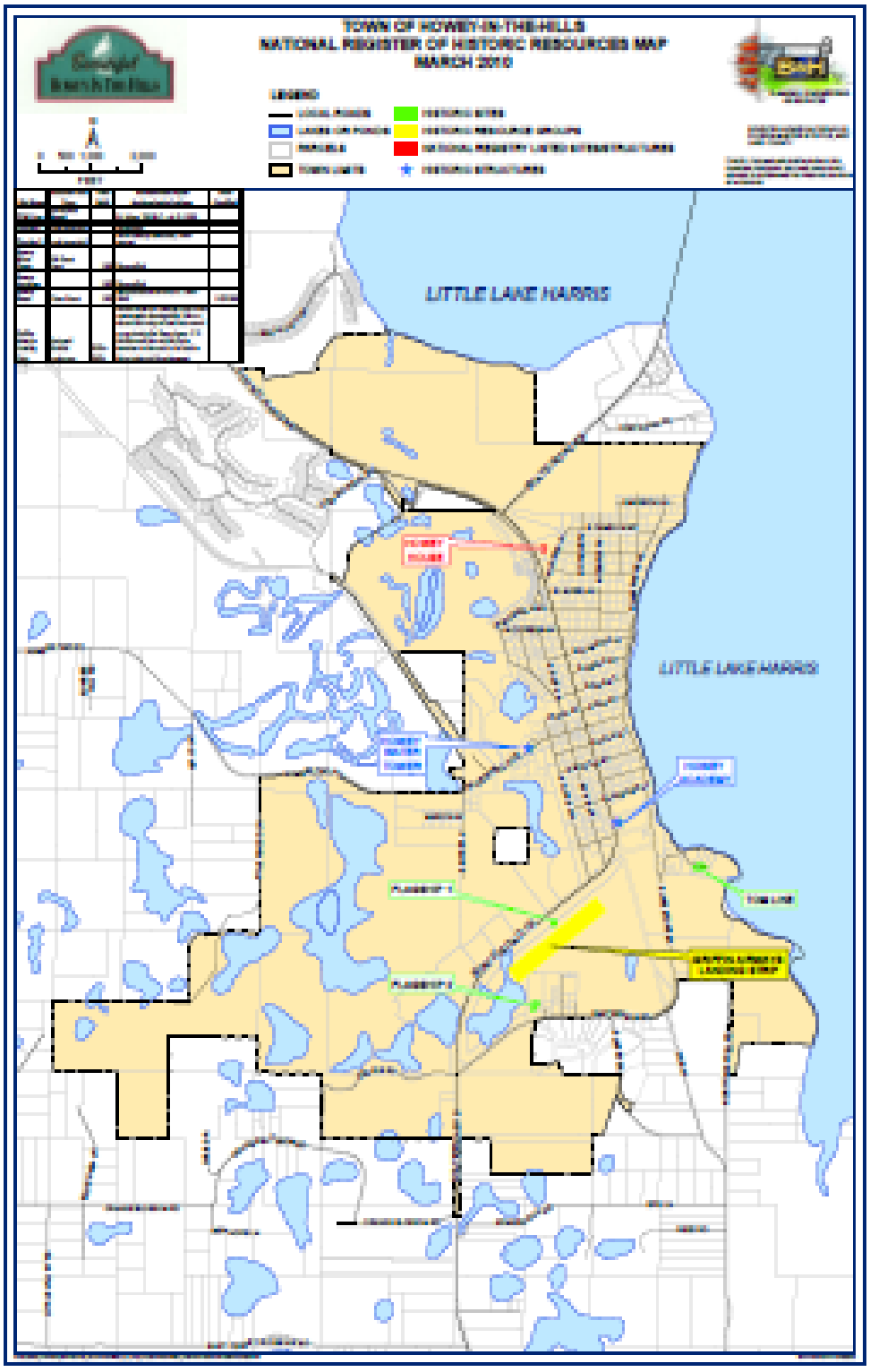

Town of Howey-In-the-Hills
Vacant Lands Map
April 2020
Legend


TOWN OF HOWEY-IN-THE-HILLS
CONTOUR MAP
MARCH 2010
LEGEND
LITTLE LAKE HARRIS
LITTLE LAKE HARRIS


TOWN OF HOWEY-IN-THE-HILLS
FLOODPLAINS MAP
MARCH 2010
LEGEND
LITTLE LAKE HARRIS
LITTLE LAKE HARRIS

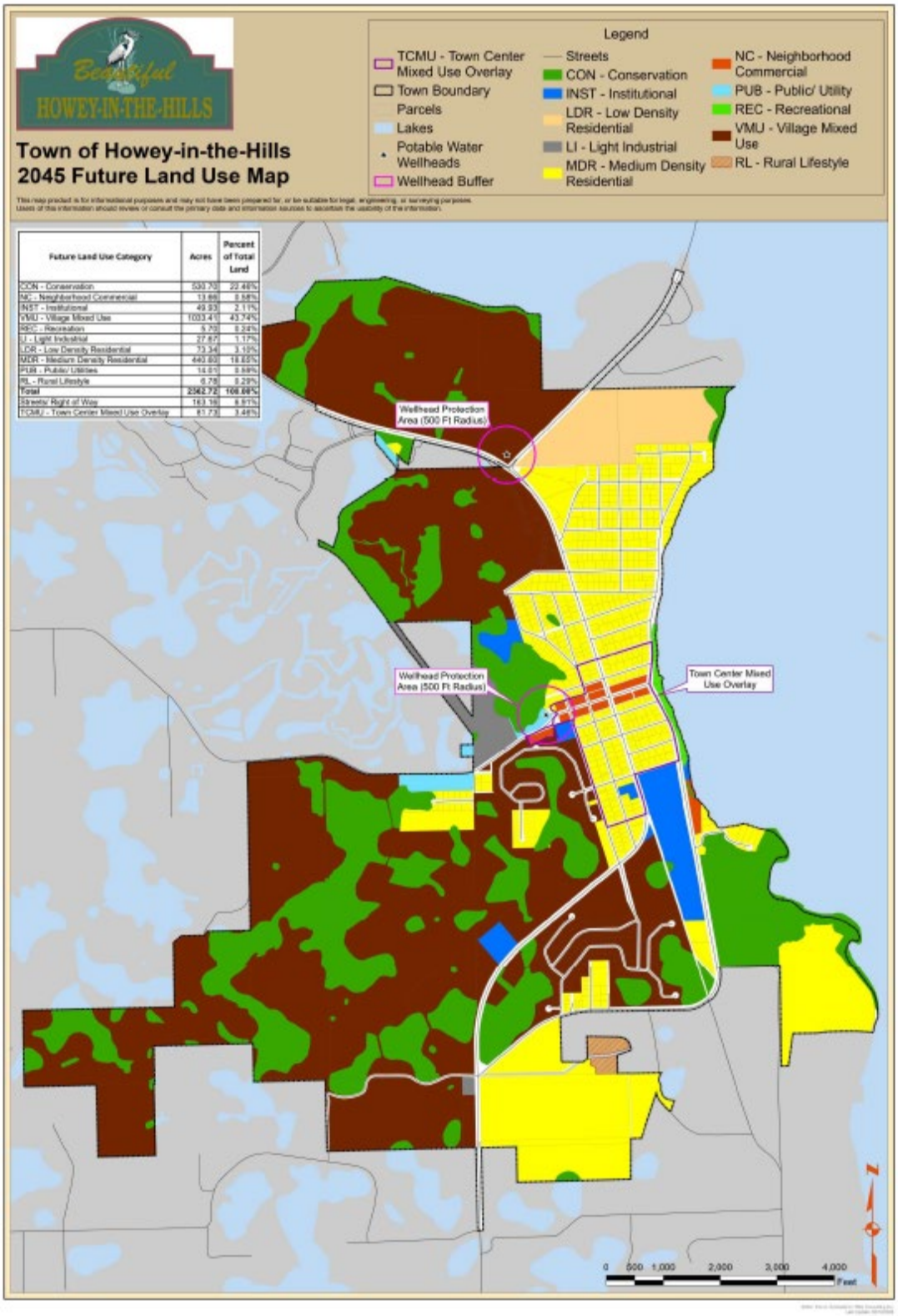

TOWN OF HOWEY-IN-THE-HILLS
SOILS MAP
MARCH 2010
LITTLE LAKE HARRIS
LITTLE LAKE HARRIS

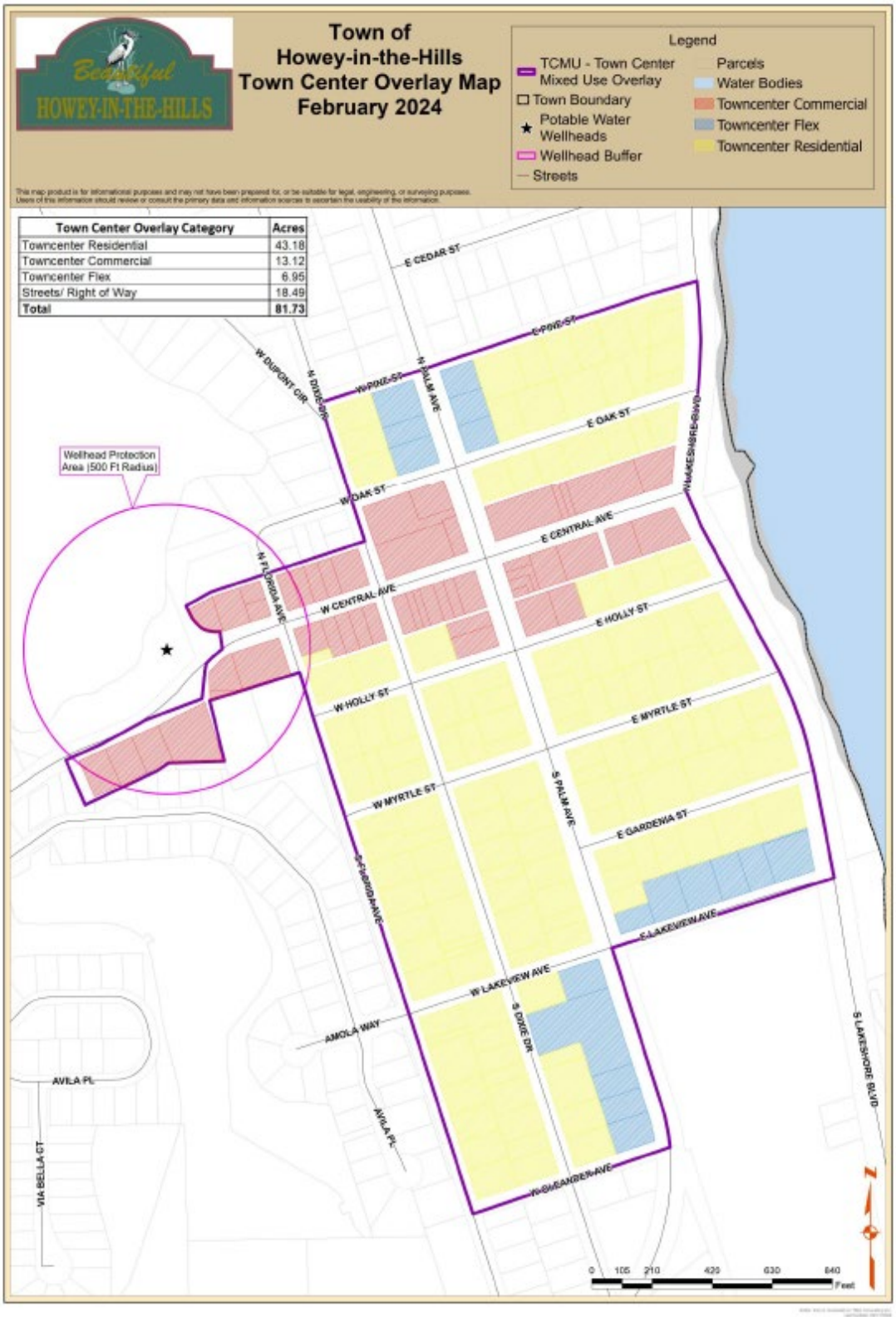

TOWN OF HOWEY-IN-THE-HILLS
WETLANDS MAP
MARCH 2010
LITTLE LAKE HARRIS
LITTLE LAKE HARRIS

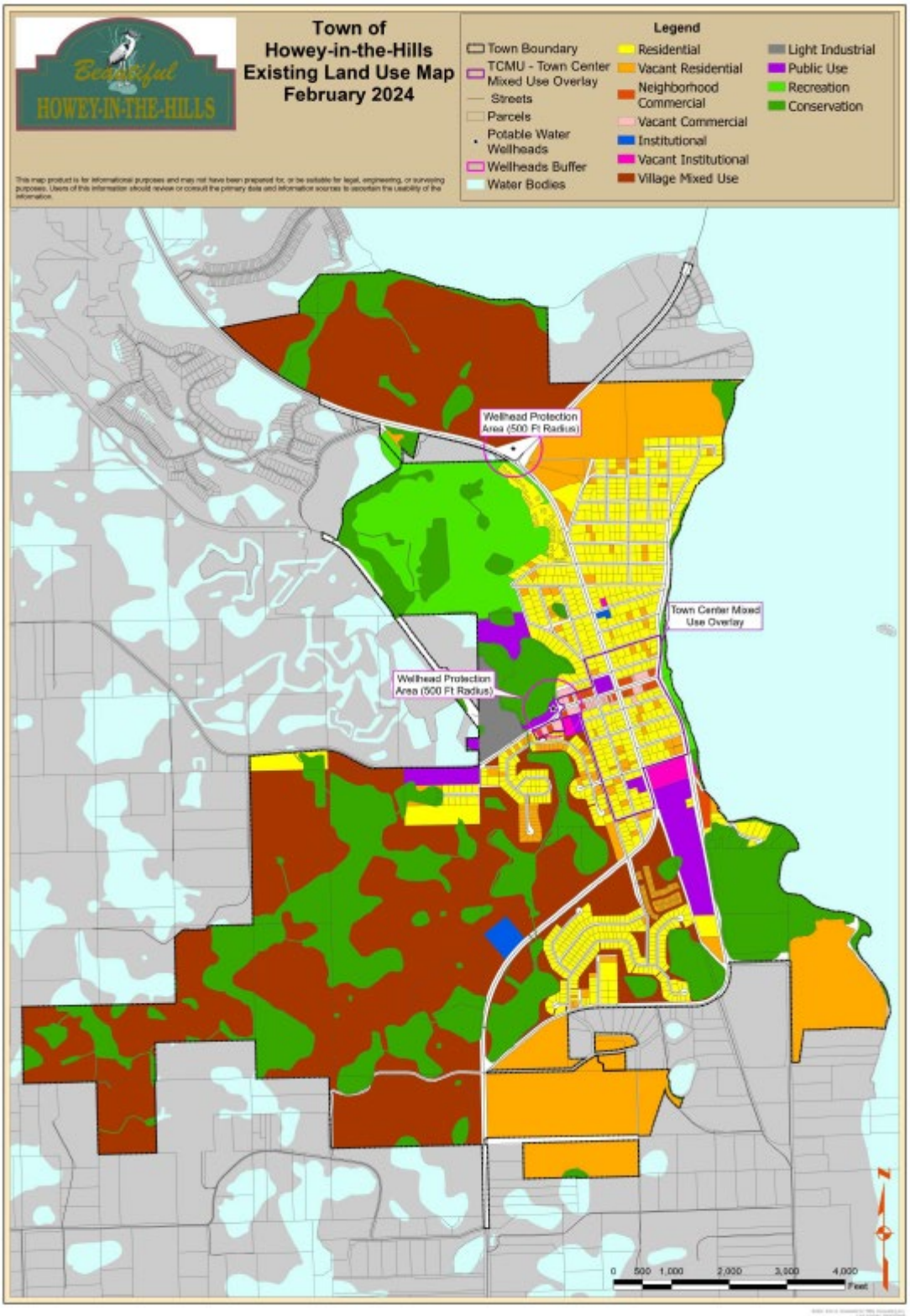

TOWN OF HOWEY-IN-THE-HILLS
NATIONAL REGISTER OF HISTORIC RESOURCES MAP
MARCH 2010
LEGEND
LITTLE LAKE HARRIS
LITTLE LAKE HARRIS

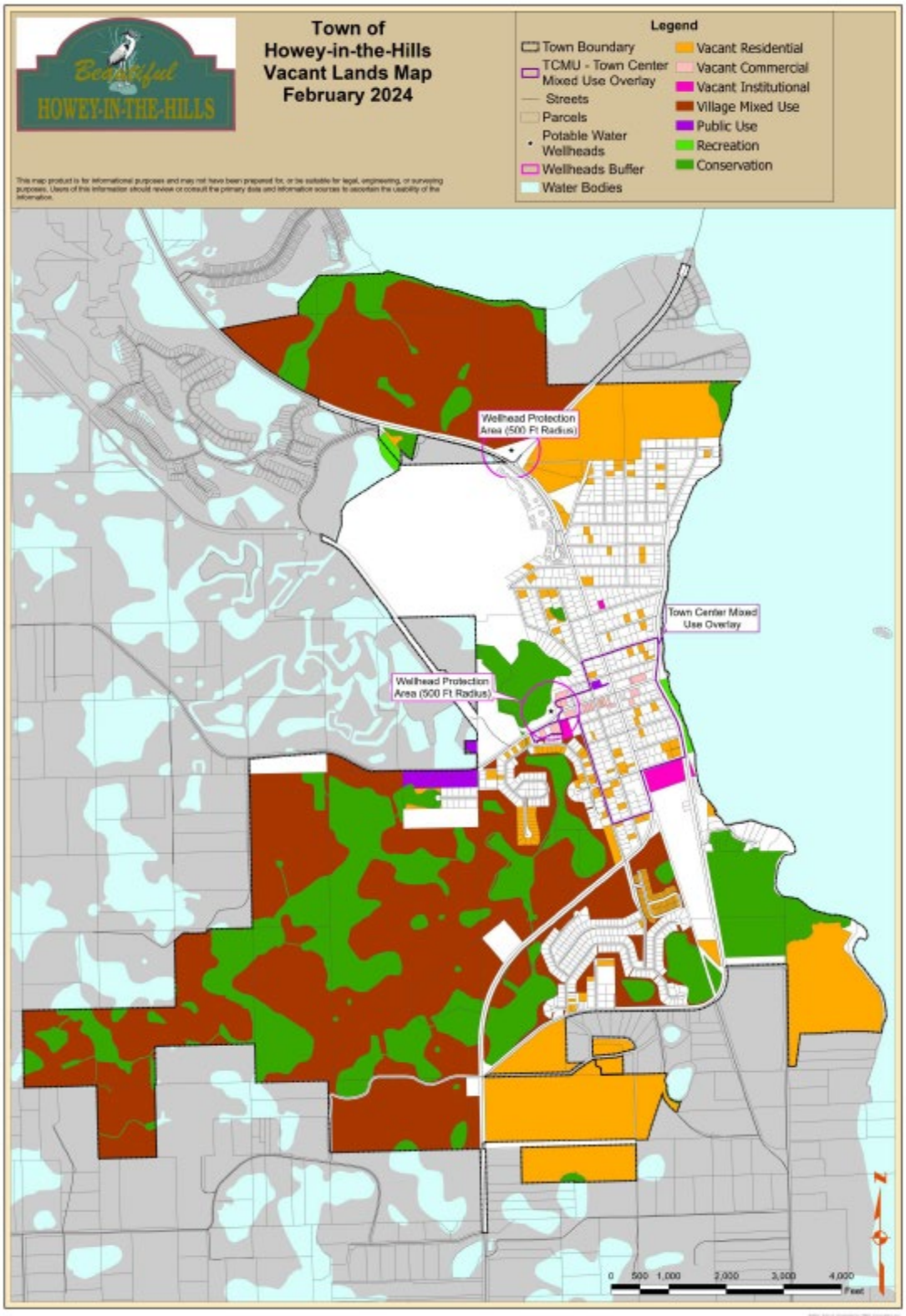
THE FOLLOWING MAPS ARE TO BE ADDED TO REPLACE THE DELETED VERSIONS.

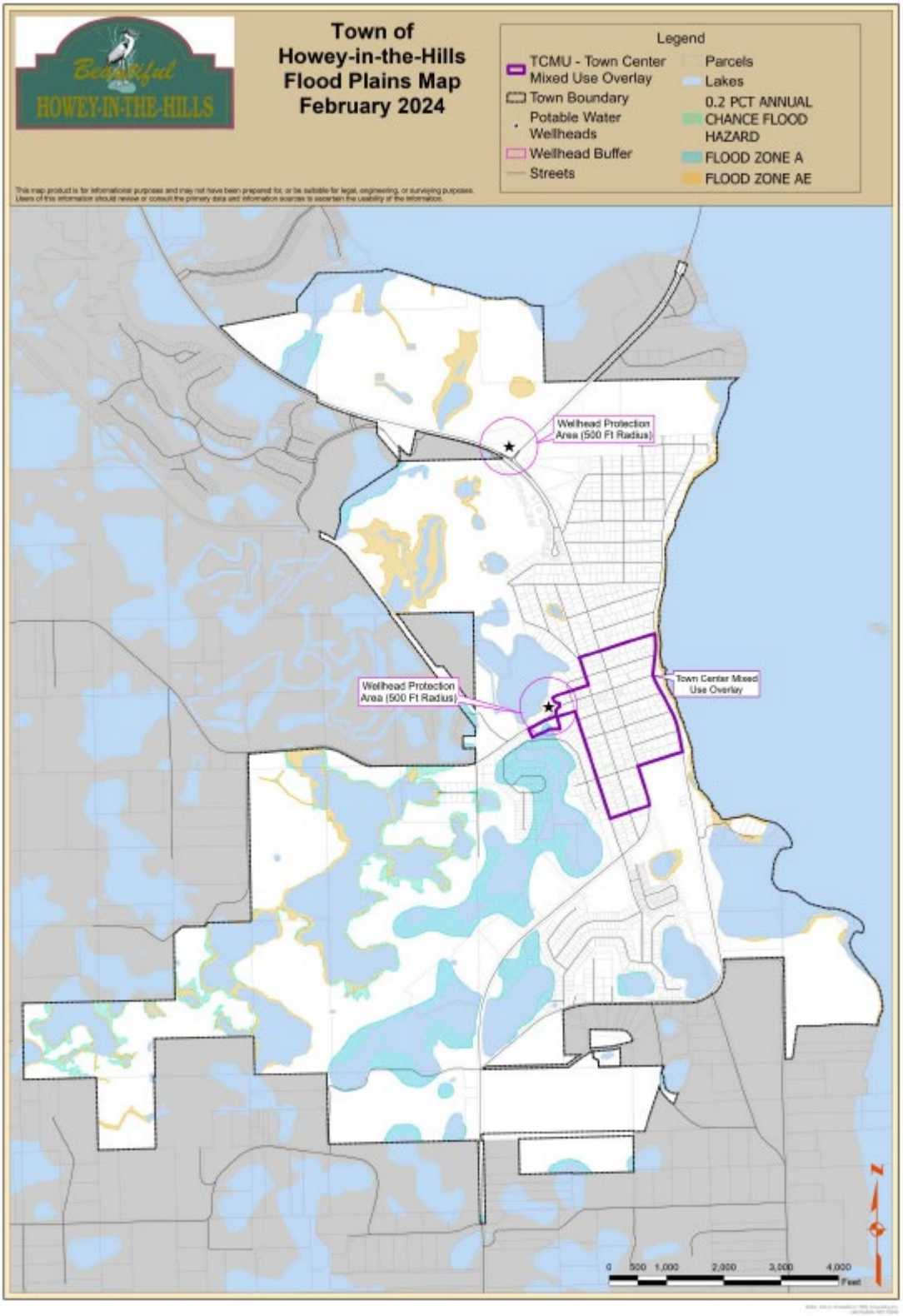
THE CONTOUR MAP AND SOILS MAP ARE DELETED FROM THE ELEMENT AS THE INFORMATION IS AVAILABLE FROM LAKE COUNTY SOURCES IN MORE READABLE VERSIONS.

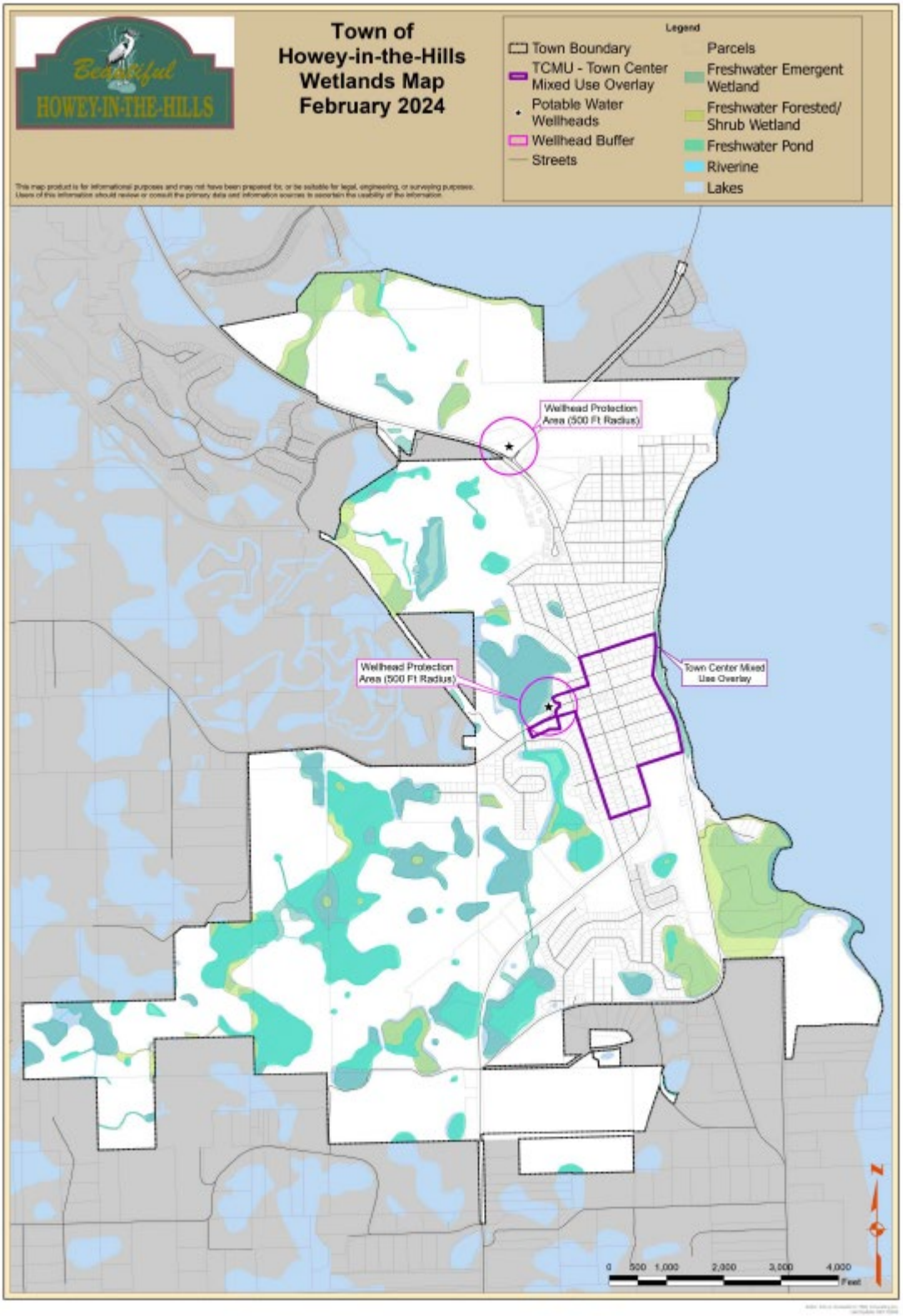

Town of Howey-in-the-Hills
2045 Future Land Use Map
Legend
TCMU - Town Center Mixed Use Overlay
Town Boundary
Parcels
Lakes
Potable Water Wellheads
Wellhead Buffer
Streets
CON - Conservation
INST - Institutional
LDR - Low Density Residential
LI - Light Industrial
MDR - Medium Density Residential
NC - Neighborhood Commercial
PUB - Public/ Utility
REC - Recreational
VMU - Village Mixed Use
RL - Rural Lifestyle
Future Land Use Category
Acres
Percent of Total Land
CON - Conservation 530.70 22.46%
NC - Neighborhood Commercial 13.86 0.58%
INST - Institutional 49.93 2.11%
VMU - Village Mixed Use 1003.41 43.74%
REC - Recreation 5.73 0.24%
LI - Light Industrial 27.67 1.17%
LDR - Low Density Residential 73.34 3.10%
MDR - Medium Density Residential 440.80 18.65%
PUB - Public/ Utilities 14.01 0.59%
RL - Rural Lifestyle 6.78 0.29%
Total 2342.72 100.00%
Streets/ Right of Way 163.16 6.91%
TCMU - Town Center Mixed Use Overlay 81.73 3.46%
Wellhead Protection Area (500 Ft Radius)
Wellhead Protection Area (500 Ft Radius)
Town Center Mixed Use Overlay
N
0 500 1,000 2,000 3,000 4,000
Feet

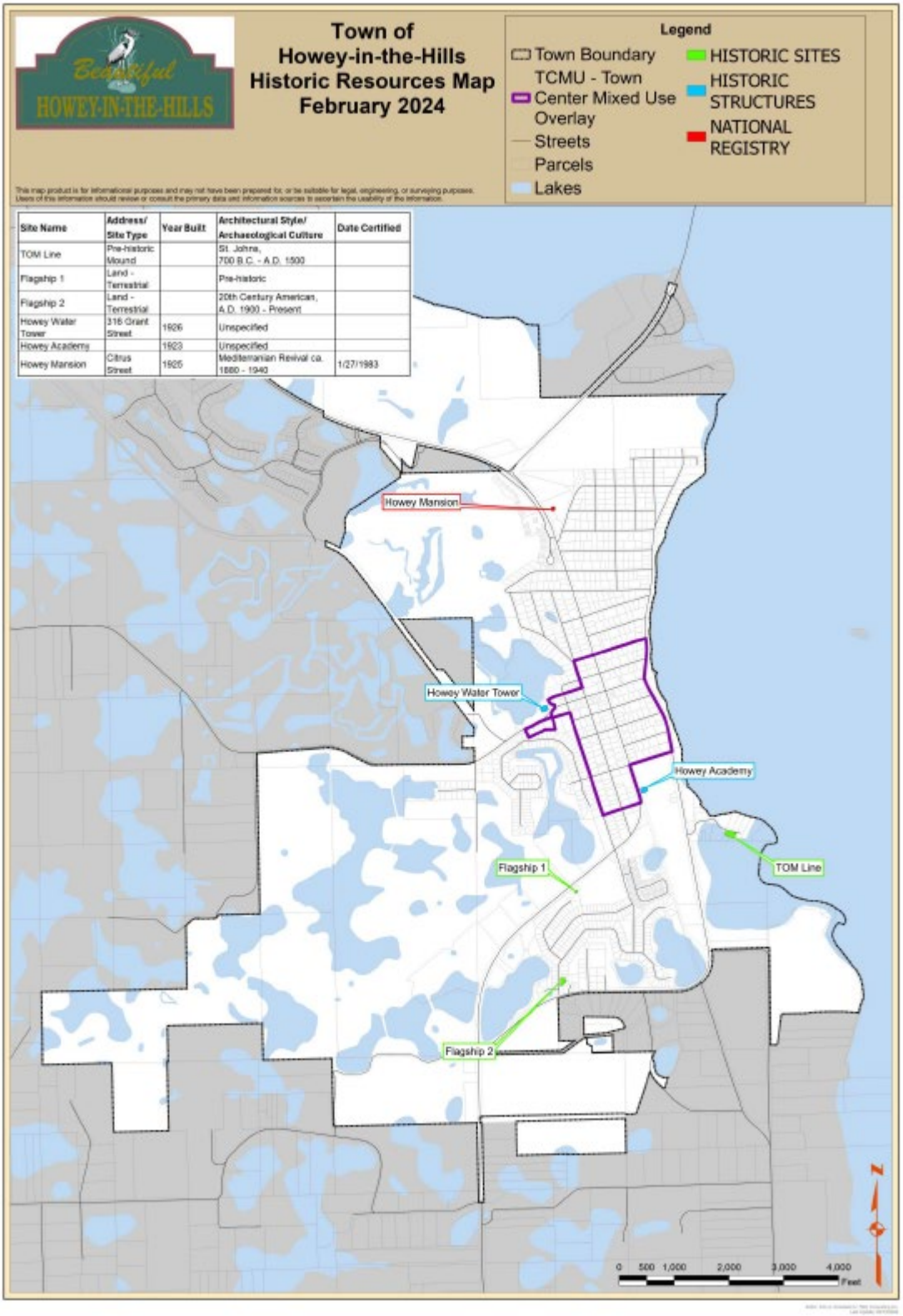

Town of
Howey-in-the-Hills
Town Center Overlay Map
February 2024
Legend
TCMU - Town Center Mixed Use Overlay
Town Boundary
Potable Water Wellheads
Wellhead Buffer
Streets
Parcels
Water Bodies
Towncenter Commercial
Towncenter Flex
Towncenter Residential
This map product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
Town Center Overlay Category | Acres
Towncenter Residential | 43.18
Towncenter Commercial | 13.12
Towncenter Flex | 6.95
Streets/ Right of Way | 18.49
Total | 81.73
Wellhead Protection Area (500 Ft Radius)
E CEDAR ST
W DUPONT CIR
N DIXIE DR
W PINE ST
E PINE ST
N PALM AVE
E OAK ST
W OAK ST
S LAKESHORE BLVD
E CENTRAL AVE
W CENTRAL AVE
N FLORIDA AVE
E HOLLY ST
W HOLLY ST
E MYRTLE ST
W MYRTLE ST
S PALM AVE
E GARDENIA ST
S FLORIDA AVE
S LAKEVIEW AVE
W LAKEVIEW AVE
AMOLA WAY
S DIXIE DR
AVILA PL
VIA BELLA CT
W GARDENIA AVE
0 105 210 420 630 840
Feet
N


Town of
Howey-in-the-Hills
Existing Land Use Map
February 2024
Legend
Town Boundary
TCMU - Town Center Mixed Use Overlay
Streets
Parcels
Potable Water Wellheads
Wellheads Buffer
Water Bodies
Residential
Vacant Residential
Neighborhood Commercial
Vacant Commercial
Institutional
Vacant Institutional
Village Mixed Use
Light Industrial
Public Use
Recreation
Conservation
Wellhead Protection Area (500 Ft Radius)
Wellhead Protection Area (500 Ft Radius)
Town Center Mixed Use Overlay
0 500 1,000 2,000 3,000 4,000
Feet


Town of
Howey-in-the-Hills
Vacant Lands Map
February 2024
Legend
Town Boundary
TCMU - Town Center Mixed Use Overlay
Streets
Parcels
Potable Water Wellheads
Wellheads Buffer
Water Bodies
Vacant Residential
Vacant Commercial
Vacant Institutional
Village Mixed Use
Public Use
Recreation
Conservation
Wellhead Protection Area (500 Ft Radius)
Wellhead Protection Area (500 Ft Radius)
Town Center Mixed Use Overlay
0 500 1,000 2,000 3,000 4,000
Feet


Town of
Howey-in-the-Hills
Flood Plains Map
February 2024
Legend
TCMU - Town Center Mixed Use Overlay
Town Boundary
Potable Water Wellheads
Wellhead Buffer
Streets
Parcels
Lakes
0.2 PCT ANNUAL CHANCE FLOOD HAZARD
FLOOD ZONE A
FLOOD ZONE AE
Wellhead Protection Area (500 Ft Radius)
Wellhead Protection Area (500 Ft Radius)
Town Center Mixed Use Overlay
N
0 500 1,000 2,000 3,000 4,000
Feet


Town of
Howey-in-the-Hills
Wetlands Map
February 2024
Legend
Town Boundary
TCMU - Town Center Mixed Use Overlay
Potable Water Wellheads
Wellhead Buffer
Streets
Parcels
Freshwater Emergent Wetland
Freshwater Forested/ Shrub Wetland
Freshwater Pond
Riverine
Lakes
Wellhead Protection Area (500 Ft Radius)
Wellhead Protection Area (500 Ft Radius)
Town Center Mixed Use Overlay
0 500 1,000 2,000 3,000 4,000
Feet




| Site Name | Address/ Site Type | Year Built | Architectural Style/ Archaeological Culture | Date Certified |
|---|---|---|---|---|
| TOM Line | Pre-historic Mound | | St. Johns, 700 B.C. - A.D. 1500 | |
| Flagship 1 | Land - Terrestrial | | Pre-historic | |
| Flagship 2 | Land - Terrestrial | | 20th Century American, A.D. 1900 - Present | |
| Howey Water Tower | 316 Grant Street | 1926 | Unspecified | |
| Howey Academy | | 1923 | Unspecified | |
| Howey Mansion | Citrus Street | 1925 | Mediterranian Revival ca. 1880 - 1940 | 1/27/1983 |

| Chapter 2 - Transportation Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 4 | B | updated population (2020) |
| 4 | B | added info about Number Two Road |
| 5 | Table 1 | added roads: Amola, Avila |
| 6 | Table 1 | added roads: Lido, Murano |
| 7 | Table 1 | added road: Via Bella |
| 10 | | removed paragraph about Interlocal Agreements |
| 10 | Table 2 | updated year to 2022 |
| 10 | Table 2 | updated table name |
| 10 | Table | updated Level of Service (LOS) capacities, year, and AADT, V/C, and LOS |
| 11 | 2 | added location of SR 19 |
| 12 | 6 | updated subdivisions |
| 13 | Table 3 | updated year to 2023 |
| 14 | Table 3 | added 6 streets with sidewalks to table |
| 14 | Table 4 | updated date to 2023 |
| 14 | 7 | updated sentence regarding transportation issues with SR 19 |
| 15 | 7 | added paragraph about 2nd transportation issue with Number 2 Road |
| 15 | 7 | removed sentence about collecting impact fees on behalf of Lake County |
| 15 | 8 | remove sentence long range plans for CR 48 |
| 15 | 8 | added plans for road projects including round-about |
| 15 | 8 | added FDOT project on SR 19 |
| 15 | 8 | removed last sentence about SR19 as adopted 2040 long range Metropolitan Planning Organization (MPO) |
| 16 | 8 | added round-abouts |
| 16 | 8 | removed sentence about intersections identified |
| 16 | 8 | removed sentence about environmental constraints limiting connections |
| 17 | E | changed year "2035" to "2045" |
| 17 | E | changed table #, removed sentence about SR 19 bridge underway |
| 17 | Table 5 | changed year "2016" to "2022" |
| 17 | Table 5 | updated LOS capacities, year, and AADT, V/C, and LOS |
| 18 | E | added paragraph about transportation improvement projects |
| 23 | Policy 1.5.4 | removed bike storage facilities |
| 23 | Policy 1.5.5 | removed this policy about preservation of scenic route designation |
| 23 | | renumbered policy numbers |
| 24 | Policy 1.6.2 | removed information about adopted level of service |
| 28 | | note about replacement of maps |

# TRANSPORTATION ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED AUGUST 10, 2020

**TRANSPORTATION ELEMENT**
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# CHAPTER 2
# TRANSPORTATION ELEMENT

## A. PURPOSE AND FORMAT

The purpose of the *Transportation Element* is to plan for future motorized and non-motorized transportation systems, pursuant to Chapter 163, Florida Statutes. An essential basis for planning transportation systems is the *Future Land Use Element*, specifically the *Future Land Use Map*. Clearly, the *Future Land Use Map* will direct where roadway facilities must be improved and where new roadway facilities may be needed. The criteria for determining the extent of facilities needed are the adopted level of service (LOS) standards.

Before a local government can responsibly plan for its future, it must assess the capability of its existing transportation system to serve current demand. It is, therefore, necessary to determine existing levels of service and to identify existing roadway deficiencies within the transportation system.

The content of this *Element* includes: (1) an introduction; (2) an inventory of the existing transportation system, including the *Existing Transportation Map*; (3) an analysis of existing roadway conditions within the transportation system; (4) an analysis of projected needs; (5) a discussion of issues and opportunities; (6) a listing of goals, objectives, and policies; and (7) the *Future Transportation Map*.

## B. INTRODUCTION

### 1. Transportation System Overview

The Town of Howey-in-the-Hills, with a population of ~~1,106 (2015)~~ 1,643 (2020) is located in the central portion of Lake County adjacent to Little Lake Harris. Only three major roads provide access into Town: (1) County Road 48, (2) State Road 19, and CR 455. County Road 48 provides a direct connection to the City of Leesburg and US 27. State Road 19 provides direct access to the Florida Turnpike and the cities of Groveland (south) and Tavares (north). County Road 455 provides access into Town from the east, intersecting SR 19 just south of Town. Number Two Road is classified as a rural minor collector which provides access from the west to SR-19 via Central Avenue.

The historic downtown area of Howey-in-the-Hills is served by local streets in a more traditional grid system. All the streets in Howey-in-the-Hills are paved, although the pavement widths vary. Newer development in the Village Mixed Use areas typically applies a more curvilinear street design.

## C. INVENTORY OF THE EXISTING SYSTEMS

### 1. Present Town Limits

The *Existing Transportation Map* provides a description of the Town's current system. Table 1 lists the current streets within the Town.

As previously noted, County Road 48, State Road 19, and County Road 455 are the main routes that provide access to and from Howey-in-the-Hills. County Road 48 is a two-lane undivided collector that connects US 27 and SR 19. State Road 19 runs north and south from Groveland to Tavares at US 441. It is classified as a two-lane undivided arterial. State Road 19 is the primary north-south route through Town. County Road 455 is not in the Town limits but provides access to the south end of Town from the east.

There are a few other roads in Town that feed County Road 48 and State Road 19. County Road Number 2 connects with CR 48 west of Howey-in-the-Hills. A portion of CR No. 2 is in the Town's Utility Service/Planning Area as it heads east towards Howey's historic downtown area. In the Town limits, the road's name changes to Grant/Central Avenue. Grant/Central Avenue connects with SR 19 in the Town Center and crosses SR 19 where it terminates at Lakeshore Boulevard. Florida Avenue is a local road in Town that connects Grant/Central Avenue with SR 19 on the south side of Town. And Lakeshore Boulevard/E. Revels Road connects the neighborhoods along Little Lake Harris to SR 19, again on the south side of Town.

**TABLE 1: STREETS WITHIN THE TOWN LIMITS**

| Street Name | General Notes | Length in Miles |
|---|---|---|
| 7th Avenue | Local road; intersects Revels Road | 0.03 |
| Amola Way | Local Road; Talichet | 0.07 |
| Avila Place | Local Road; Talichet | 0.81 |
| Bellisimo Place | Local road; Venezia South | 0.64 |
| Calabria Way | Local road; Venezia South | 0.20 |
| Camino Real Boulevard | Local road; adjacent to State Road 19 | 0.58 |
| County Road 48 | Major Collector road | 0.67* |
| E. Camellia Way | Local road; connects to Lakeshore Dr. and N. Citrus Ave. | 0.32 |
| E. Cedar Street | Local road; connects to Lakeshore Dr. and State Road 19 | 0.21 |
| E. Central Avenue | Local road; connects to Lakeshore Dr. and State Road 19 | 0.14 |
| E. Croton Way | Local road; connects to Lakeshore Dr. and N. Citrus Ave. | 0.32 |
| E. Cypress Avenue | Local road; connects to Lakeshore Dr. and State Road 19 | 0.27 |

| Street Name | General Notes | Length in Miles |
|---|---|---|
| E. Gardenia Street | Local road; connects to Lakeshore Dr. and State Road 19 | 0.16 |
| E. Holly Street | Local road; connects to Lakeshore Dr. and State Road 19 | 0.15 |
| E. Lakeview Avenue | Local road; connects to Lakeshore Dr. and State Road 19 | 0.15 |
| E. Laurel Avenue | Local road; connects to Lakeshore Dr. and State Road 19 | 0.32 |
| E. Magnolia Avenue | Local road; connects to Lakeshore Dr. and State Road 19 | 0.30 |
| E. Mission Lane | Local road; connects to Lakeshore Dr. and N Valencia Ave. | 0.22 |
| E. Myrtle Street | Local road; connects to Lakeshore Dr. and State Road 19 | 0.16 |
| E. Oak Street | Local road; connects to Lakeshore Dr. and State Road 19 | 0.17 |
| E. Orchid Way | Local road; connects to N. Citrus Avenue and N. Tangerine Ave. | 0.30 |
| E. Palmetto Avenue | Local road; connects to Lakeshore Dr. and State Road 19 | 0.25 |
| E. Pine Street | Local road; connects to Lakeshore Dr. and State Road 19 | 0.19 |
| E. Revels Road | Minor Collector; connects to Lakeshore Dr. and State Road 19 | 0.95 |
| Fifth Avenue | Local road; intersects with E. Revels Road | 0.05 |
| Island Drive | Local road; intersects with Lakeshore Dr. | 0.25 |
| Lido Loop | Local Road; Venezia South | 0.41 |
| Mare Avenue | Local road; intersects with W. Central Ave. | 0.10 |
| Marilyn Avenue | Local road; intersects with S. Marie Ave. | 0.13 |
| Messina Place | Local road; Venezia South | 0.33 |
| Murano Way | Local road; Venezia South | 0.03 |
| Napoli Way | Local road; Venezia South | 0.04 |
| N. Buckhill Road | Local road; intersects with Lakeshore Dr. | 0.01 |
| N. Citrus Avenue | Local road; connects to State Road 19 and E. Camellia Way | 0.22 |
| N. Dixie Drive | Local road; connects to W. Cypress Ave. and W. Central Ave. | 0.39 |
| N. Florida Avenue | Local road; connects to W. Cypress Ave., W. Dupont Cir., W. Oak Street, and W. Central Ave. | 0.23 |
| N. Georgia Avenue | Local road; connects to W. Cypress Ave. and W. Dupont Cir. | 0.12 |
| N. Hamlin Avenue | Local road; connects to E. Croton Way and E. Camellia Way | 0.21 |
| N. Lakeshore Boulevard | Local road: runs along Little lake Harris and connects to State Road 19 | 0.82 |
| N. Tangerine Avenue | Local road; connects to Lakeshore Dr. and E. Mission Lane | 0.27 |
| N. Temple Avenue | Local road; connects to E. Cypress Ave. and E. Camellia Way | 0.42 |
| N. Valencia Avenue | Local road; connects to E. mission Lane and E. Croton Way | 0.25 |
| Number Two Road | Minor Collector; connects to S. Mare Ave. and W. Central Ave. | 0.24* |
| Orange Blossom Road | Local road; connects to State Road 19 | 0.01 |
| Palm Avenue | Local road; connects to Lakeshore Dr. | 0.01 |
| Revels Road | Local road; connects to State Road 19 | 0.74 |

| Street Name | General Notes | Length in Miles |
|---|---|---|
| San Luis Boulevard | Local road; connects to County Road 48 | 0.01 |
| Silverwood Lane | Local road | 0.13 |
| Sixth Avenue | Local road; intersects Lakeshore Dr. | 0.15 |
| S. Dixie Drive | Local road; connects to State Road 19 and W. Central Ave. | 0.50 |
| S. Florida Avenue | Local road; connects to State Road 19 and W. Central Ave. | 0.53 |
| S. Lakeshore Boulevard | Local road: runs along Little lake Harris and connects to E. Revels Road | 0.97 |
| S. Mare Avenue | Local road; connects to W. Central Ave. | 0.31 |
| State Road 19 | Minor arterial; major road in Town | 3.22* |
| Sunset Drive | Local road; intersects Lakeshore Dr. | 0.01 |
| Terracotta Terrace | Local road; Venezia South | 0.30 |
| Turn Lane | Local road; intersects State Road 19 | 0.02 |
| Venezia Boulevard | Local Road; intersects SR 19 (Venezia South) | 0.32 |
| Via Bella Court | Local Road; Talichet | 0.13 |
| W. Central Avenue | Local road; connects to State Road 19 | 0.52 |
| W. Cypress Avenue | Local road; connects to State Road 19 and N. Georgia Ave. | 0.22 |
| W. Dupont Circle | Local road; connects to N. Dixie Dr. and N. Georgia Ave. | 0.24 |
| W. Grant Street | Local road; intersects W. Central Ave. | 0.03 |
| W. Holly Street | Local road; connects to State Road 19 and S. Florida Ave. | 0.14 |
| W. Lakeview Avenue | Local road; connects to State Road 19 and S. Florida Ave. | 0.14 |
| W. Magnolia Avenue | Local road; connects to State Road 19 and W. Cypress St. | 0.25 |
| W. Myrtle Street | Local road; connects to State Road 19 and S. Florida Ave. | 0.14 |
| W. Oak Street | Local road; connects to State Road 19 and S. Florida Ave. | 0.14 |
| W. Oleander Avenue | Local road; connects to State Road 19 and S. Florida Ave. | 0.14 |
| W. Palmetto Avenue | Local road; connects to State Road 19 and N. Dixie Dr. | 0.07 |
| W. Pine Street | Local road; connects to State Road 19 and N. Dixie Dr. | 0.07 |
| | **Total Miles** | 20.13 |

* This length represents that portion of the road within the current Town limits.

The above table indicates that there are currently a little over 20 miles of roads in Town.

Overall, there are about 11.5 miles combined of bicycle/pedestrian pathways in Town. A detailed inventory of the bicycle/pedestrian pathways is featured in the *Recreation and Open Space Element* as well as the Analysis of Existing Transportation System section of this *Element*.

No mass transit is currently available in the Town.

## 2. Levels of Service (LOS)

The concept of levels of service is defined as a qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers. A level-of-service definition generally describes these conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. There are six levels of service, from A to F, with level-of-service A representing the best operating conditions and level-of-service F the worst.

Level-of-service definitions – In general, the various levels of service are defined as follows:

- Level-of-service A represents free flow. Individual users are virtually unaffected by the presence of others in the traffic stream. Freedom to select desired speeds and to maneuver within the traffic stream is extremely high. The general level of comfort and convenience provided to the motorist, passenger, or pedestrian is excellent.
- Level-of-Service B is in the range of stable flow, but the presence of other users in the traffic stream begins to be noticeable. Freedom to select desired speeds is relatively unaffected, but there is a slight decline in the freedom to maneuver within the traffic stream from LOS A. The level of comfort and convenience provided is somewhat less than at LOS A, because the presence of others in the traffic stream begins to affect individual behavior.
- Level-of-service C is in the range of stable flow, but marks the beginning of the range of flow in which the operation of individual users becomes affected by the presence of others, and maneuvering within the traffic stream requires vigilance on the part of the user. The general level of comfort and convenience declines at this level.
- Level-of-service D represents high-density, but stable, flow. Speed and freedom to maneuver are restricted, and the driver or pedestrian experiences a generally poor level of comfort and convenience. Small increases in traffic flow will generally cause operational problems at this level.
- Level-of-service E represents operating conditions at or near the capacity level. All speeds are reduced to a low, but relatively uniform value. Freedom to maneuver within the traffic stream is difficult, and it is generally accomplished by forcing a vehicle or pedestrian to "give way" to accommodate such maneuvers. Comfort and convenience levels are poor, and driver or pedestrian frustration may be high.
- Level-of-service F exists wherever the amount of traffic approaching a point exceeds the amount which can traverse the point. Operations within the queue are characterized by stop-and-go waves, and they are unstable. Vehicles may progress at reasonable speeds for several hundred feet or more, then be required to stop in a cyclical fashion. The common term for this is "stop and go traffic" and it most always refers to heavy congestion.

### 3. Traffic Accidents

Traffic accidents within the Town are primarily concentrated along SR 19 with local hot spots being the intersections at CR 48, Citrus Avenue and Revels Road. Otherwise, accidents are dispersed throughout the Town and average between 20 and 30 accidents per year.

### 4. Public Transportation

No bus or rail service is provided to the Town. The Town will continue to work with the Lake-Sumter MPO to expand the public transportation opportunities throughout Lake County.

### 5. Rights-of-Way Acquisition and Protection

The acquisition and preservation of rights-of-way (ROW) for future road improvements is important in planning the future transportation system for Howey-in-the-Hills. The Town shall continue to coordinate with FDOT and Lake County regarding the preservation and acquisition of ROW for state and county roads within the Town limits. As developments are planned along SR 19, CR No. 2, and CR 48, Howey-in-the-Hills will work with FDOT and Lake County to determine if right of way is needed during the development approval process.

Howey-in-the-Hills is also planning for future Town roads within the Town limits. As proposed developments are reviewed, the Town is requiring additional connections between CR No. 2 and SR 19 on the south end of Town to better disperse traffic. To the extent possible, the Town will also require connections between developments to limit the amount of traffic on SR 19 and CR 48.

## D. ANALYSIS OF EXISTING TRANSPORTATION SYSTEM

### 1. Functional Classification

Functional classification is defined as the assignment of roads into systems according to the character of service they provide in relation to the total road network. The functional classification of public roads in this *Element* is based on FDOT criteria, which considers quantitative and qualitative factors such as jurisdiction, land access, route length, and trip lengths. A road hierarchy is used to identify relative importance of roads within the system, provide guidance for level-of-service and design standards, aid in establishing improvement priorities, identify maintenance responsibility, and assist in determining funding and financing policies. Based on the Roadway Functional Classifications, State Road 19 is the only Arterial, County Road 48 is the only Major Collector, and County Road Number 2 and E. Revels Rd are the only Minor Collectors currently within the Town limits. The remaining roads are classified as Local Roads.

~~In 2007, the Town entered into an Interlocal Agreement with the Lake-Sumter MPO, along with Lake County and all the other local governments in Lake County, to create and fund a Master Transportation Concurrency Management System Program. This approach was seen as the best way to ensure that levels of service are monitored and that necessary improvements are approached on a County-wide basis to make the best use of available funds.~~

Table 2 below represents the ~~Lake County Transportation Concurrency Management System~~ most recent traffic counts for the roads monitored in and around Howey-in-the-Hills. These counts were performed in in ~~2015~~ 2022.

**TABLE 2: ~~LAKE COUNTY TRANSPORTATION CONCURRENCY MANAGEMENT SYSTEM TRAFFIC COUNTS, 2015~~**

**HOWEY-IN-THE-HILLS AREA TRAFFIC COUNTS**

| Road Name | From | To | No. Lanes | Functional Classification | Adopted LOS | LOS Capacity | ~~2009~~ 2022 | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | AADT | V/C | LOS |
| C.R. 48 | Lime Avenue | SR 19 | 2 | Major Collector | D | ~~13,680~~ 21,780 | ~~8,181~~ 9,982 | ~~0.60~~ 0.48 | B |
| SR 19 | Lake Harris North End | CR 48 | 2 | Uninterrupted | D | ~~15,100~~ 18,590 | ~~12,900~~ 15,980 | ~~0.85~~ 0.88 | C |
| SR 19 | CR 48 | Central Avenue | 2 | Arterial 1 | D | ~~14,100~~ 14,160 | ~~8,700~~ 8,950 | ~~0.62~~ 0.63 | ~~B~~ C |
| SR 19 | Central Avenue | CR 455 | 2 | Uninterrupted | D | ~~15,100~~ 24,200 | ~~NA~~ 8,950 | ~~NA~~ 0.37 | B |

As part of the interlocal agreement with the MPO, as new development is proposed in Howey-in-the-Hills (either land use amendments or subdivision or site plan submittals), the landowner is required to perform a Traffic Impact Study (TIS). All jurisdictions have agreed to use the same TIS methodology in order to assist the MPO staff with making it as easy as possible to administer the concurrency management system.

Any proposed development that will impact a road segment beyond the adopted level of service standards will need to follow the Town's *Transportation Proportionate Fair Share Program*. As development is proposed, it will need to provide adequate analysis of its impact on the road segments in Town to determine if the adopted LOS will be maintained.

### 2. Constrained Facilities

FDOT requests that local governments identify constrained roadways in their Comprehensive Plans to ensure maintenance of the operating conditions, so that significant degradation in the level-of-service does not occur. A constrained roadway is one in which

adding more through lanes to meet current or future needs is not possible due to physical, environmental or policy barriers.

SR 19 is a constrained facility through the Howey-in-the-Hills historical town center between Citrus Avenue and Florida Avenue. The road is not only physically constrained by current development; it would also create irreversible harm to the Town's historic downtown character to create a four-lane corridor. The majority of traffic on SR 19 in Howey-in-the-Hills is through traffic. Because of the constraints placed by all the lakes in the region, SR 19 is one of the few direct routes to get from South Lake County to North Lake County. The Town has explored a three-lane section design for SR 19 through the downtown area and ultimately rejected this design solution.

### 3. Evacuation Routes

This section identifies the designated local and regional transportation facilities, critical to the evacuation of the coastal population prior to an impending natural disaster.

A regional evacuation transportation network that links existing county-level evacuation routes and any additional arterials/collectors in the region was provided by the East Central Florida Regional Planning Council. Based on the regional evacuation network, State Road 19 is the only road in Town categorized as evacuation route in the Statewide Regional Evacuation Study. Howey-in-the-Hills has not been subject to an evacuation order as a result of storm activity.

### 4. Parking System

At this time, the Town does not have any significant public parking facilities other than the on-street parking at the Town Hall and Library along Central Avenue. The on-street parking serves as parking for the local commercial businesses and employees and visitors to the Town's government buildings.

### 5. Intermodal Facilities

Intermodal facilities are those transportation networks that accommodate and interconnect different modes of transportation and serve interstate, intrastate, and international movement of goods. Some facilities considered intermodal include ports, airports, bus stations, and train terminals. At this time, Howey-in-the-Hills does not have any intermodal facilities.

### 6. Pedestrian/Bicycle System

The pedestrian pathways, such as sidewalks, are primarily located in the downtown area, along a few residential streets in the northern portion of Town, and along Lakeshore Drive.

There are about 4 miles of pedestrian pathways in Town in addition to the ~~Venezia Subdivision which is developing with sidewalks on both sides of all streets~~ the newer subdivisions including Venezia and Talichet where sidewalks are required on both sides of all local streets.

The bicycle pathways in Town are along State Road 19 and County Road 48. While there is no striping indicating that these are bicycle lanes, the shoulders are wide enough to classify them as bicycle lanes. There are about 8 miles of bicycle pathways in Town. A detailed inventory of these facilities is presented in the *Recreation and Open Space Element* of this *Comprehensive Plan*. The existing bicycle/pedestrian pathways in Town are featured on the *Existing and Future Transportation Maps*.

The Town has a history of support for pedestrian and bicycle planning extending back to the mid-2000's. At that time the Lake-Sumter MPO has developed a regional bike map to identify all the major bikeway facilities within Lake and Sumter County. State Route 19 and County Road No.2/Central Avenue were identified in the Lake County Regional Bike Map as regional bicycle corridors. Previously, the Town Council reviewed and approved the bike facility for S. Lakeshore Boulevard and East Revels Road as a future North/South bicycle corridor. In July 2007, the Town Council reviewed a draft bike route proposed for the regional Lake-Sumter MPO bike map. The draft map included the following streets as regional bicycle facilities:

1. State Route 19;
2. S. Lakeshore Blvd and E. Revels Road; and
3. County Road No.2.

In March of the next year, the Town Council supported the MPO bike map and endorsed the bike map for final approval by the Lake-Sumter MPO Board. In addition to the map, the Council also supported the need for future bicycle improvements. These enhancements included the following:

- widen and add pavement for bike lanes;
- bicycle signage and striping;
- bicycle racks and benches (rest areas);
- regional bike maps need to identify S. Lakeshore Blvd and East Revels Road; and
- apply for regional funding for these enhancements.

Subsequent to these actions Lake County adopted its initial multi-use trails plan in 2008. The plan, which is still in effect, proposes service to Howey-in-the-Hills through the Central Lake Trail. This trail has not moved forward in any more specific planning other than a general corridor alignment.

In 2019 the Town has moved forward with a pedestrian and bicycle facilities master plan as required by policies in the Transportation Element. This plan provides more detail on

specific sidewalk projects and examines the Central Lake Trail options including routes preferred by the Town. Amendments to several policies in the Transportation element have been made to initiate implementation of the master plan recommendations.

**TABLE 3**
**~~2019~~ 2023 SIDEWALK INVENTORY**
**TOWN OF HOWEY-IN-THE-HILLS**

| **EAST-WEST STREETS** | | | | |
|---|---|---|---|---|
| **STREET** | **WIDTH** | **LENGTH (lf)** | **SIDE** | **CONDITION** |
| N. Citrus | 5-feet | 550 | North | Good |
| E. Laurel | 5-feet | 1015 | North | Good |
| | 5-feet | 850 | South | Good |
| E. Magnolia | 5-feet | 680 | North | Good |
| | 5-feet | 250 | South | Good |
| E. Palmetto | 4-feet | 125 | South | Fair |
| E. Central | 5-feet | 450 | South | Fair |
| W. Central | 5-feet | 300 | North | Excellent |
| | 5-feet | 300 | South | Excellent |
| | 5-feet | 300 | South | Fair |
| W. Oak | 5-feet | 300 | South | Good |
| | | | | |
| **NORTH-SOUTH STREETS** | | | | |
| **STREET** | **WIDTH** | **LENGTH (lf)** | **SIDE** | **CONDITION** |
| N. Dixie | 5-feet | 250 | East | Good |
| N. Lakeshore | 6-feet | 2350 | East | Excellent |
| S. Lakeshore | 6-feet | 2550 | East | Excellent |
| | 4-feet | 1700 | West | Excellent |
| N. Palm (SR-19) | 5-feet | 2050 | West | Good |
| | 5-feet | 2400 | East | Good |
| S. Palm (SR-19) | 5-feet | 1900 | West | Good |
| | 5-feet | 1225 | East | Good |
| | | | | |
| **VENEZIA SOUTH** | | | | |
| **STREET** | **WIDTH** | **LENGTH (mi)** | **SIDE** | **CONDITION** |
| Bellissimo | 4-feet | 0.64 | Both | Excellent |
| Calabria | 4-feet | 0.20 | Both | Excellent |

| | | | | |
|---|---|---|---|---|
| Messina | 4-feet | 0.33 | Both | Excellent |
| Napoli | 4-feet | 0.04 | Both | Excellent |
| Terracotta | 4-feet | 0.30 | Both | Excellent |
| Venezia | 4-feet | 0.32 | Both | Excellent |
| Lido Loop | 5-feet | 0.41 | Both | Excellent |
| Murano Way | 5-feet | 0.03 | Both | Excellent |
| | | | | |
| **TALICHET** | | | | |
| **STREET** | **WIDTH** | **LENGTH (mi)** | **SIDE** | **CONDITION** |
| Amola Way | 5-feet | 0.07 | Both | Excellent |
| Avila Place | 5-feet | 0.81 | Both | Excellent |
| Lido Loop | 5-feet | 0.41 | Both | Excellent |
| Murano Way | 5-feet | 0.03 | Both | Excellent |

Source: TMH Consulting, Inc.

**TABLE 4**
**~~2019~~ 2023 BICYCLE FACILITY INVENTORY**
**TOWN OF HOWEY-IN-THE-HILLS**

| Facility Type | General Description | Miles |
|---|---|---|
| Bicycle | SR 19 Right Shoulder from southern town limits to northern town limits | 3.22 |
| Bicycle | SR 19 Left Shoulder from southern town limits to northern town limits | 3.22 |
| Bicycle | CR 48 left shoulder from town limits to SR 19 intersection | 0.67 |
| Bicycle | CR 48 right shoulder from town limits to SR 19 intersection | 0.67 |
| | | |
| | **TOTAL** | **11.53** |

Source: Town of Howey-in-the-Hills Recreation and Open Space Element

### 7. Deficiencies in Town

Currently, there are no LOS deficiencies for roads in Town. Most of the roads have additional capacity to support growth. ~~The~~ One of the primary transportation issues in Howey-in-the-Hills ~~in~~ is ~~the future will be~~ SR 19. Although most of the traffic on SR 19 is through traffic that does not originate nor end in Howey-in-the-Hills, the Town understands the need to address this issue.

The Town has also addressed the issue of SR 19 with regards to new growth in the development review process. Two large planned unit developments that lie between SR 19 and County Road No. 2 were required to include collector roads within their developments that would connect SR 19 with County Road No. 2. These future roadways

will allow for better distribution of traffic and prevent all trips from having to use SR 19 through the downtown area. As future growth is proposed in Howey-in-the-Hills, the Town will continue to ensure that the road network provides for the most efficient system and that alternative modes of transportation are encouraged. The Town's emphasis on mixed use developments and the redevelopment of the Town Center to a live-work environment will also help to alleviate traffic on SR 19 and the road network overall.

A second transportation issue is improvements to Number 2 Road. The existing road is substandard but will be experiencing increased traffic. The Town has required any development accessing Number 2 road to provide additional right-of-way to meet Lake County standards and to include turn lanes and other improvements to bring the affected road section up to standard. The Town has agreed to support Lake County in working on solutions for the balance of Number 2 Road. One option to consider is a bypass that would create an alternate route to Number 2 Road.

The Town does not have its own road impact fee; ~~it collects road impact fees on behalf of Lake County~~. Lake County has impact fee districts and each year, a 5-year program is approved by the County Commission that includes projects by district. Lake County does provide for input from the cities and towns in the County as to what projects receive funding; however, the final decision is made by the County Commission.

**8. New Facilities or Expansion**

The Lake-Sumter MPO has identified the regional need to improve the road network's capacity as well as maintenance concerns such as the need to replace the Little Lake Harris Bridge. ~~The long-range plans are to widen both the bridge and County Road 48 for future capacity needs~~. Current plans call for widening SR 19 from Lane Park Road to CR 48 to four lanes and upgrading the intersection at CR 48 to a roundabout design. Current funding is only for the PD&E phase. Funding for the road and bridge widening still needs to be programmed, however, these improvements are in the Lake-Sumter MPO cost-feasible plan which gives them a funding priority.

FDOT also has an improvement project on SR 19 from Groveland to Oleander Avenue in Howey. This improvement is primarily a resurfacing project that will include sidewalk projects recommended by the Town's bicycle and pedestrian plan. This project has been expanded to include sidewalk improvements north to Citrus Avenue which were also recommended by the Town's bicycle and pedestrian plan.

In 2009, the Lake-Sumter MPO and FDOT District 5 completed a comprehensive Efficient Transportation Decision Making (ETDM) study to review and identify the regional corridors for future widening within Central Lake County. This study reviewed the following regional corridors: State Route 19, County Road 561 and County Road 48. State Route 19 is currently identified as a constrained roadway through Howey-in-the-Hills. ~~Based on this constraint, SR 19 through the Town is identified in the adopted cost-feasible~~

~~*Transportation 2040* long-range transportation plan of the Lake-Sumter MPO as a two-lane restricted arterial corridor.~~

The Town has identified several key intersections along State Road 19 which may eventually need traffic signals or roundabouts as developments receive approvals and put new traffic on the roads. ~~These intersections have been identified in a cumulative traffic study completed in 2007 for several large residential developments within the Town~~. These intersections are the following:

- Central Avenue at SR 19 (existing flashing light);
- S. Florida Avenue/Venezia Development Entrance at SR 19; and
- E. Revels Road at SR 19.

The *Future Transportation Map* shows two proposed roads within proposed developments that will provide connection between County Road No. 2 and SR 19 south of the Howey-in-the-Hills downtown core. These future collector roads will enhance the road network by providing alternative routes thereby resulting in better distribution of traffic. ~~Although environmental constraints will limit alternative north-south connections, the Town will also encourage north-south routes to provide alternatives to SR 19 in the southern region of the Town's planning area~~.

## E. ANALYSIS OF PROJECTED NEEDS

This section shows the methodology used for the transportation analysis of existing and future conditions for the Town of Howey-in-the-Hills Comprehensive Plan ~~2035~~ 2045 horizon. This analysis is drawn from the 2040 long-range plan prepared by the Lake-Sumter MPO. The 2040 long-range transportation plan is rooted in part in a travel demand model (CFRPM 6.0) to forecast travel demand patterns, but it also employs other factors such as economic growth needs, population distribution patterns based on County-wide forecasting rather than local government forecasts (about 7,500 new residents countywide each year), and other limiting factors such as constrained roadways. Howey-in-the-Hills has one of the constrained roadways in SR 19 south of CR 48 to CR 455.

For the short-term, the Town has adequate road capacity as evidenced by the traffic count data presented in Table ~~1~~ 2. Growth rates have been accelerating since 2014 as the local economy and housing development recover from the recession. Over the longer term the Town can expect increasing traffic impacts. Road improvements planned and programmed for Howey-in-the-Hills and the immediate environs are limited. ~~The replacement of the SR 19 bridge over Lake Harris is under way and is the only funded improvement~~. Widening SR-19 from CR-561 to CR-48 is funded for PD&E ~~for right-of-way~~ but ~~design and~~ construction remains unfunded and outside of the cost feasible plan. Plans to widen CR-48 west of SR 19 are also unfunded.

**TABLE 5: ~~2016~~ 2022 LOS CAPACITY ANALYSIS**

| Road Name | From | To | No. Lanes | Functional Classification | Adopted LOS | LOS Capacity | ~~2016~~ 2022 | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | AADT | V/C | LOS |
| CR 48 | Lime Avenue | SR 19 | 2 | Major Collector | D | ~~13,680~~ 21,780 | ~~8,181~~ 9,982 | ~~0.60~~ 0.48 | B |
| SR 19 | ~~Lake Harris North End~~ Lane Park | CR 48 | 2 | Uninterrupted | ~~C~~ D | ~~15,100~~ 18,590 | ~~12,900~~ 15,980 | ~~0.85~~ 0.88 | C |
| SR 19 | CR 48 | Central Avenue | 2 | Arterial 1 | ~~C~~ D | ~~14,100~~ 14,160 | ~~8,700~~ 8,950 | ~~0.62~~ 0.63 | ~~B~~ C |
| SR 19 | Central Avenue | CR 455 | 2 | Uninterrupted | ~~C~~ D | ~~15,100~~ 24,200 | ~~NA~~ 8,950 | ~~NA~~ 0.37 | B |

As development of the Village Mixed Use projects moves forward, the limited slate of transportation improvements will result in increased levels of congestion as a necessary outcome of the constrained section of SR 19. The Town can expect travel patterns to shift to some degree as through traffic looks for alternate routes to avoid the restrictions on SR 19.

In addition to the slate of transportation improvements included in the long-range plan, the Town needs to push the MPO to include a connector between SR-19 and US-27 using an alignment south of Town. This routing can be developed jointly with Lake County and the City of Groveland. This routing will help reduce pressure on both SR 19 and Number Two Road. Secondly, consideration needs to be given to widening CR-48 between SR-19 and US 27 given the increasing residential development on both the east and west ends of this corridor. This is another potential improvement that can reduce pressure on Number Two Road. Thirdly, the Town needs to work with the MPO and Lake County to include the Central Lake Bike Trail through Howey.

## F. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1:** Provide a safe, convenient, efficient traffic circulation system for both motorized and non-motorized transportation modes.

**OBJECTIVE 1.1:** ***Safe, Convenient, and Efficient Traffic Circulation System.*** Provide a safe, convenient, and energy efficient transportation system through the establishment of minimum level of service standards and the provision of multi-modal transportation facilities with proposed road improvements.

**POLICY 1.1.1:** ***Minimum Level of Service Standards.*** The Town hereby adopts the following level of service standards for the below listed roadway classifications:

| Road Class | AADT Level of Service |
|---|---|
| Principal Arterials: None are present | C |
| Minor Arterials: State Road 19 | D |
| Major Collectors: County Road 48 | D |

| Road Class | Peak Hour Minimum Level of Service (*) |
|---|---|
| Minor Collectors: E. Revels Road and County Road No. 2 | D |
| Local Roadways: All roadways not classified as collectors or arterials. | D |

(*) Level of service shall be predicated on the lowest quality design hour, which shall represent the thirtieth highest hour of traffic, as determined by FDOT.

**POLICY 1.1.2.:** ***Review of Proposed Developments.*** The Town shall review all proposed development for compliance and consistency with the adopted levels of service using its Concurrency Management System. No development shall be approved until the concurrency management system has been evaluated to determine that estimated impacts will not cause the level of service to decrease below the adopted minimum standard.

**POLICY 1.1.3:** ***Transportation Impact Fees.*** The Town will work with Lake County to propose impact fee projects in and around Howey-in-the-Hills. Any road impact fee-funded projects that Lake County includes in its 5-year Road Impact Fee Program will be included in the Town's *Capital Improvements Program* to denote future capacity enhancing improvements.

**POLICY 1.1.4:** ***Bicycle and Pedestrian Transportation Facilities.*** The Town adopts the sidewalk master plan map and the trails master plan map as the plans for sidewalks and bicycle facilities for the Town. The Town shall work with Lake County, developers, and other possible funding agencies to implement the improvements identified in the plan.

**POLICY 1.1.5:** ***Functional Classification System.*** The Town shall classify all roadways within its jurisdictional area according to the most current functional classification system established by the Florida Department of Transportation (FDOT).

**POLICY 1.1.6:** ***Parking and Traffic Flow.*** The Town shall require new development to submit a site plan that provides for adequate off-street parking and safe, convenient on-site and off-site traffic flow for motorized and non-motorized vehicles.

**POLICY 1.1.7:** ***Transportation Facility Planning.*** Planning for transportation facilities shall ensure:

a. All streets/roads are constructed and certified to meet all Town standards;
b. Residential street layouts avoid cul-de-sacs when possible;
c. Residential areas are accessible to emergency vehicles;

d. Residential streets shall have interconnections where possible to better distribute traffic;
e. New subdivisions or developments shall address circulation, access control, off-street parking and landscaping of median strips and rights-of-way; and
f. Design criteria for landscaping and signs along new streets/roads shall be enforced.

**POLICY 1.1.8:** ***Plantings, Fencing, or Construction.*** No plantings, fencing or construction shall be permitted on street/road rights-of-way except with the permission of the Town Council and based on a study and finding that no safety hazard will result. In addition, all streets will be examined for existing hazards which if discovered should be removed.

**OBJECTIVE 1.2:** ***Future Land Use Compatibility.*** The *Transportation Element* shall be consistent and compatible with proposed growth and development shown in the *Future Land Use Element* and *Future Land Use Map*.

**POLICY 1.2.1:** ***Town Transportation Forecasting.*** The Town shall utilize population, dwelling unit and employment projections obtained in the *Future Land Use Element* as data assumptions in forecasting future Town transportation needs.

**POLICY 1.2.2:** ***Transportation System Improvements.*** In areas designated for new growth, the Town shall determine the transportation system improvements needed prior to development approvals.

**POLICY 1.2.3:** ***Consistency with Future Land Use Element and Map.*** Decisions and actions the Town initiates or implements that will have an impact on the transportation system shall be consistent with the adopted *Future Land Use Map* and *Future Land Use* goals, objectives and policies of this *Plan*.

**POLICY 1.2.4:** ***Future Transportation Map.*** All transportation planning shall be consistent with the *Future Transportation Map* which is adopted with this *Plan* by the Town Council along with the *Future Land Use Map* and the *Capital Improvements Element*.

**POLICY 1.2.5:** ***Conflicts with the Future Land Use Map.*** Any changes to the transportation system shall be reviewed for conflicts with the *Future Land Use Map*. The *Future Transportation Map* and the *Capital Improvements Element* shall be coordinated and changed concurrently if necessary.

**POLICY 1.2.6:** ***Statement of Findings.*** Any proposed amendments to this *Element*, to include the *Future Transportation Map*, shall include a statement of findings supporting such proposals.

**POLICY 1.2.7:** ***Cost/Benefit Studies.*** Cost/benefit studies shall be prepared and adopted by the Town as a technical supplement to any transportation capital improvement program.

**POLICY 1.2.8:** ***Energy Efficiency.*** Energy efficiency shall be a consideration in any plans for improvements or expansion of the road network by the Town.

**POLICY 1.2.9:** ***Coordinating Traffic Studies, Road Improvements, and Future Roadway Needs.*** The Town, through the Lake-Sumter MPO's Concurrency Management System, shall coordinate traffic studies, road improvements, and future roadway needs with all the local jurisdictions in Lake County to ensure that the adopted levels of service are maintained.

**POLICY 1.2.10:** ***Consistency with Adopted Levels of Service.*** The Council shall review all proposed developments for consistency with this *Element* and the impact upon the adopted level of service standards.

**POLICY 1.2.11:** ***Concurrency Management System.*** The Town shall implement its Concurrency Management System to monitor impacts on the transportation system created by development and growth in Town. The Concurrency Management System shall also be used to assure integration of future land uses with available capacities on transportation corridors.

**OBJECTIVE 1.3:** ***Right-of-way Preservation and Acquisition.*** Provide for the protection and acquisition and preservation of existing and future rights-of-way.

**POLICY 1.3.1:** ***Building Encroachments.*** The Town shall continue to provide for protection of rights-of-way from building encroachments as well as providing for the acquisition and preservation of any existing and future rights-of-way.

**POLICY 1.3.2:** ***Dedication of Needed Rights-of-way.*** The Town shall continue requiring dedication of needed rights-of-way from new development, through subdivision regulations and applicable local ordinances.

**POLICY 1.3.3:** ***Encroachment of Development.*** The Town shall prohibit encroachment of development and required setbacks into established present and future rights-of-way and, within the law, require dedication of rights-of-way through development orders issued by the Town.

**OBJECTIVE 1.4:** ***Future Roadway Improvements.*** Provide transportation improvements to meet the projected needs of growth and development anticipated during the planning period.

**POLICY 1.4.1:** ***Analyzing Transportation Plans and Programs.*** The Town shall annually (during the Town's annual concurrency assessment) analyze transportation plans and programs of FDOT, ECFRPC, and Lake County to establish consistency and compatibility to plans and policies set forth within the Town's *Comprehensive Plan*. The Town shall likewise notify these three entities of all programs and improvements, amendments to the *Comprehensive Plan*, and status of the Concurrency Management System which pertain to transportation.

**POLICY 1.4.2:** ***Monitoring the Transportation System.*** The Town shall continue to monitor the available capacity of all roads identified in the Town's Concurrency Management System. The Town shall use the most recent traffic count figures recorded by Lake County or FDOT to update roadway capacities. The Concurrency Management System shall include provisions requiring developers to perform, or pay fees for services in lieu thereof, a traffic impact study to measure proposed impacts on the current availability of road capacities as a requirement in the development review process. The Town will continue to work with the Lake Sumter MPO to coordinate the transportation concurrency management system as outlined in the interlocal agreement.

**OBJECTIVE 1.5:** ***Bicycle and Pedestrian Ways and Scenic Roadways.*** Promote a system of bicycle and pedestrian ways in planning for transportation facilities and analyze roadways for scenic designations.

**POLICY 1.5.1:** ***Bicycle and Pedestrian Facilities Plan***. The Town shall implement sidewalk and bicycle facilities according to the adopted plan maps and include proposed projects in the Town's capital improvements program as individual projects are presented for development.

**POLICY 1.5.2:** ***Coordination with Lake County.*** The Town shall coordinate with Lake County on the implementation of the Lake County Trails Master Plan which is hereby adopted by reference. The Town shall seek to advance the Central Lake Trail component of the plan..

**POLICY 1.5.3:** ***Provision of Bicycle and Pedestrian Ways***. The Town shall enforce the provisions established in the Land Development Regulations regarding the development review process that requires applicants of PUDs, site plans, subdivisions, and replats to provide for the needs of bicycle and pedestrian facilities.

**POLICY 1.5.4:** ***Bicycle Storage Facilities***. The Town shall ~~continue to provide bicycle storage facilities at existing and proposed Town parks and shall~~ analyze the need to provide such facilities at ~~other~~ Town public buildings ~~within the~~ as proposed in the bicycle and pedestrian plan. The Town shall enforce the guidelines established in the Land Development Regulations regarding the requirement of all new shopping centers, recreation areas, and other public uses to provide storage facilities for bicycles.

~~**POLICY 1.5.5:** ***Preservation of Scenic Route Designation.*** The Town shall coordinate with the Florida Department of Transportation to preserve the State's designation of S.R. 19 as a "Backwoods Trail" to promote the roadway's unique scenic character.~~

**POLICY 1.5.~~6~~ 5:** ***Bicycle and Pedestrian Walkways Connection.*** Bicycle and pedestrian walkways shall connect schools, the downtown area, parks and recreational areas and should include plans for bicycle parking.

**POLICY 1.5.~~7~~ 6:** ***Infill Development Sidewalk Policy.*** In developed areas of the Town not served by a sidewalk network, infill residential development shall not be required to construct sidewalk unless the sidewalk will extend an existing sidewalk or where the development will include 80% or more of a block face..

**POLICY 1.5.~~8~~ 7:** ***Automobile Emission Pollution.*** The Town shall enforce the guidelines and standards established in the Land Development Regulations regarding bicycle paths and pedestrian walkways to reduce the potential for automobile emission pollution and promote the use of bicycles and walking in the Town.

**OBJECTIVE 1.6:** ***Coordination with Transportation Authorities.*** The Town shall coordinate traffic improvements and transportation planning activities with adjacent towns, the Florida Department of Transportation, Lake County, the Lake-Sumter MPO, and other public transportation authorities or planning groups involved in the planning construction and operation of transportation facilities and services.

**POLICY 1.6.1:** ***Coordinate Traffic Improvement Plans.*** Prior to scheduling any improvements to State or County roads in the *Five-Year Schedule of Improvements*, the Town shall notify and coordinate such improvement plans with the jurisdictional authority for that road. The Town shall coordinate transportation plans and improvements with the Five-Year Transportation Improvements Programs or Schedule of Improvements adopted by the FDOT and Lake County.

**POLICY 1.6.2:** ***Consistency in Level of Service Standards.*** Level of service standards established for state or county roads shall be compatible with the respective state and county level of service standards to the maximum extent allowed under the Florida Highway System Plan, Section 187.201 (State Comprehensive Plan), Florida Statutes, and Chapter 163, Florida Statutes, ~~and Chapter 9J-5, Florida Administrative Code. In the event the adopted level of service is not compatible with the level of service standards established for roads under either the jurisdiction of the Florida Department of Transportation or Lake County, the Town shall provide a justification in the data inventory and analysis supporting document of the *Comprehensive Plan.*~~

**POLICY 1.6.3:** ***Intergovernmental Coordination Element***. The *Intergovernmental Coordination Element* shall be used as a guide in establishing or enhancing communication or transportation planning and problems.

**POLICY 1.6.4:** ***Future Transportation Map.*** The Town shall share its *Future Transportation Map* and proposed changes thereto with neighboring cities, towns, and the County and review for compatibility the traffic plans of those agencies.

**POLICY 1.6.5:** ***Median Landscaping and Road Beautification.*** The Town shall continue to pursue grant opportunities for median landscaping and road beautification.

**POLICY 1.6.6:** ***Transportation Demand Management.*** The Town shall coordinate with the County and Lake-Sumter MPO on a Congestion/Mobility Management Program to identify Transportation Demand Management strategies to mitigate peak-hour congestion impacts.

Strategies may include: growth management and activity center strategies, telecommuting, transit information systems, alternative work hours, carpooling, vanpooling, guaranteed ride home program, parking management, addition of general purpose lanes, channelization, computerized signal systems, and intersection or midblock widenings.

**POLICY 1.6.7:** ***Numerical Indicators.*** The Town shall coordinate with the County and Lake-Sumter MPO in the establishment of numerical indicators against which the achievement of the mobility goals of the community can be measured, such as modal split, annual transit trips per capita, and automobile occupancy rates.

**POLICY 1.6.8:** ***Assumptions and Policies in the Transportation Element.*** The Town shall ensure that all assumptions and policies in the *Transportation Element* are consistent or coordinated with other Plan Elements, the Lake-Sumter MPO Long-range Transportation Plan, the FDOT adopted Five-year Work Program, the long-range and short-range elements of the Florida Transportation Plan, the East Central Florida Regional Planning Council Strategic Regional Policy Plan, and the Lake County Comprehensive Plan through establishment of formal coordination mechanisms and other informal coordination mechanisms.

**POLICY 1.6.9:** ***Alternative Road Bypass Route(s).*** The Town shall cooperate with the County, Lake-Sumter MPO, and FDOT to identify the future conditions and road improvements necessary to develop alternative road bypass route(s).

**POLICY 1.6.10:** ***Coordination with Lake-Sumter MPO and FDOT.*** The Town or designated transportation consultant shall work with the Lake-Sumter MPO and Lake County on the regional transportation forecast model to include the various urban collector roadways and key intersections within Town and Lake County to help distribute the traffic.

**OBJECTIVE 1.7:** ***Future Transportation Map.*** The Town shall exercise control over traffic planning and changes by maintaining a *Future Transportation Map*.

**POLICY 1.7.1:** ***Future Transportation Map.*** All traffic planning shall be consistent with the *Future Transportation Map* which is adopted with this *Plan* by the Town Council along with the *Future Land Use Map* and the *Capital Improvements Element*.

**POLICY 1.7.2:** ***Conflicts with Future Land Use Map.*** Any changes to the transportation system shall be reviewed for conflicts with the *Future Land Map*. The *Future Transportation Map* and the *Capital Improvements Element* shall be coordinated and changed concurrently if necessary.

**POLICY 1.7.3:** ***Statement of Findings.*** Any proposed amendments to this *Element*, to include the *Future Transportation Map*, shall include a statement of findings supporting such proposals.

**POLICY 1.7.4:** ***Cost/Benefit Studies.*** Cost/benefit studies shall be prepared and adopted by the Town as a technical supplement to any transportation capital improvement program.

**POLICY 1.7.5:** ***Energy Efficiency.*** Energy efficiency shall be a consideration in any plans for improvements or expansion of the road network by the Town.

**POLICY 1.7.6:** ***Future Transportation Map Review.*** The Town shall review its *Future Transportation Map* yearly in conjunction with the Monitoring and Evaluation Review.

**OBJECTIVE 1.8:** ***Transportation Costs.*** The Town shall establish mechanisms that will allow new growth to proportionally contribute to the cost of new transportation capital facilities.

**POLICY 1.8.1:** ***Impacts on the Town's Transportation Facilities.*** The Town shall review all development proposals and require that they provide sufficient information to ascertain impacts on the Town's transportation facilities.

**POLICY 1.8.2:** ***Development Agreements.*** Where feasible, the Town shall enter into development agreements with proposed land developments to establish how project impacts may be addressed through mechanisms such as right-of-way dedication, roadway construction, multimodal design (bicycle, pedestrian, golf cart), and impact fee payments and credits.

**POLICY 1.8.3:** ***Proportionate Fair Share Ordinance.*** The Town shall enforce its Proportionate Fair Share Ordinance to establish a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors.

**POLICY 1.8.4:** ***Fair Share Payments.*** The Town shall require all new developments to pay their fair share for the improvement or construction of needed transportation facilities to maintain adopted level of services standards. Fair share payments will be collected consistent with the adopted *Proportionate Fair Share Ordinance*.

**POLICY 1.8.5:** ***Proportionate Share of Cost.*** Land development shall bear proportionate share of the cost of the provision of the new or expanded road capital facilities or signalization required by such development.

**POLICY 1.8.6:** ***Imposition of Impact Fees.*** The imposition of impact fees is a preferred method of regulating land development in order to help ensure that it bears a proportionate share of the cost of road capital facilities necessary to accommodate that development.

**POLICY 1.8.7:** ***Compensation for Administrative Expense.*** After compensation for administrative expense, all remaining funds collected from road impact fees shall be used for the purpose of capital improvements for the expansion of transportation facilities associated with the arterial and collector road networks in Howey-in-the-Hills or the adjacent County network.

**POLICY 1.8.8:** ***Capital Improvements Funding.*** Transportation capital improvements that may be funded by impact fees include transportation planning, preliminary engineering, engineering design studies, land surveys, rights-of-way acquisition, engineering, permitting, and construction of all the necessary features for arterial and collector road construction projects of the type made necessary by the new development.

**OBJECTIVE 1.9:** ***Access Points.*** The Town shall continue to enforce its zoning regulations to control access points onto collector streets and roadways.

**POLICY 1.9.1:** Guidelines and standards for the location of access points on County Roads shall be coordinated with Lake County and on State Roads with the FDOT (the permitting authority) with the following guidelines addressed as a minimum:

a. Access points to major streets/roads shall be limited in number.
b. Where frontage roads are available, no additional access points shall be permitted between established intersections.

c. In the design of new areas, frontage roads shall be provided, whenever right-of-way is available, to provide access to private property; and
d. Distance from intersections, width and frontage requirements should be studied.

**OBJECTIVE 1.10:** ***Environmental Concern.*** The environment shall be a major concern in any expansion of the transportation system.

**POLICY 1.10.1:** ***Natural Environment Sensitivity.*** Planning for future transportation improvements shall recognize the sensitivity of the natural environment to protect the quality of existing and future neighborhoods.

**POLICY 1.10.2:** ***Conservation Resource Areas.*** Transportation facilities shall not be placed in conservation resource areas or impact those places unless an overriding public need can be clearly demonstrated.

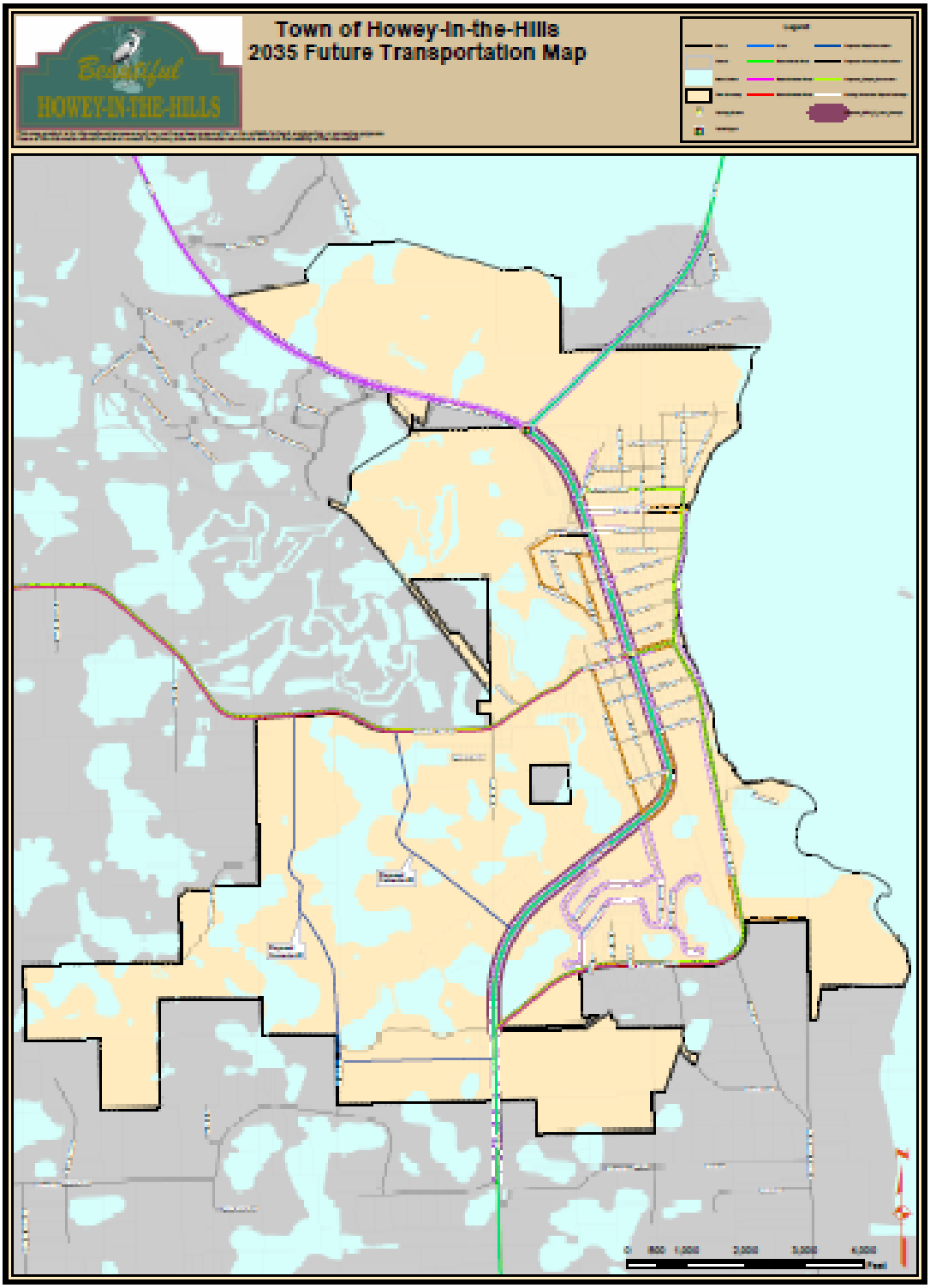
**POLICY 1.10.3:** ***Encouraging the State and County.*** The State and County shall be encouraged to monitor the environment before, during and after construction of traffic improvements.

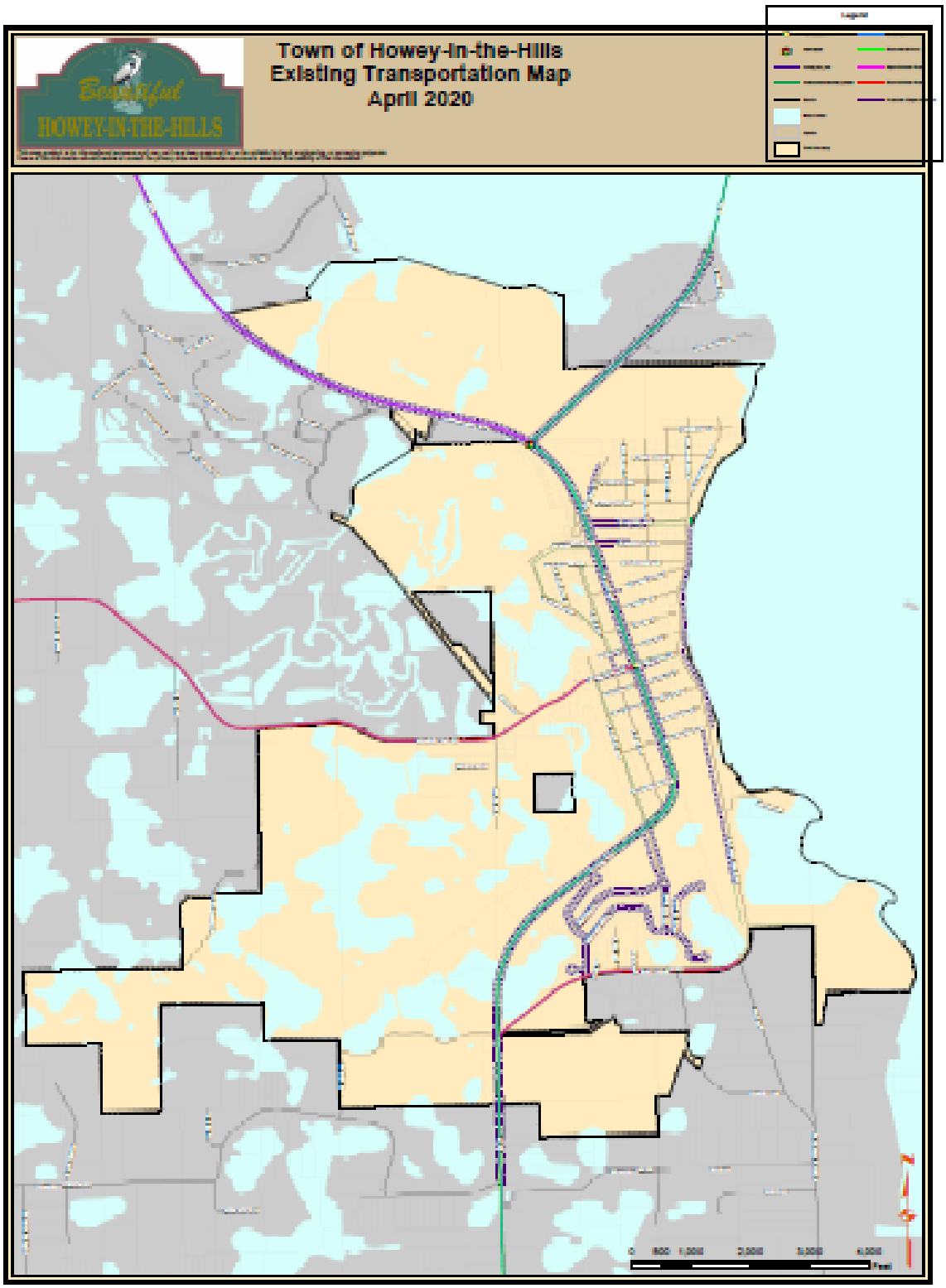
**OBJECTIVE 1.11:** ***Public Transit.*** In the event that Lake County Express proposes any plans to establish a transit route in Howey-in-the-Hills, the Town shall work with Lake County Express to provide a safe and efficient public transit system.

**POLICY 1.11.1:** Transit ridership shall be accommodated on certain Town roads. It is anticipated that if Lake County Express were to establish a route through Howey-in-the-Hills, it would most likely be taking residents to work, shopping, or other venues outside the Town. The Town shall encourage any such public transportation by:

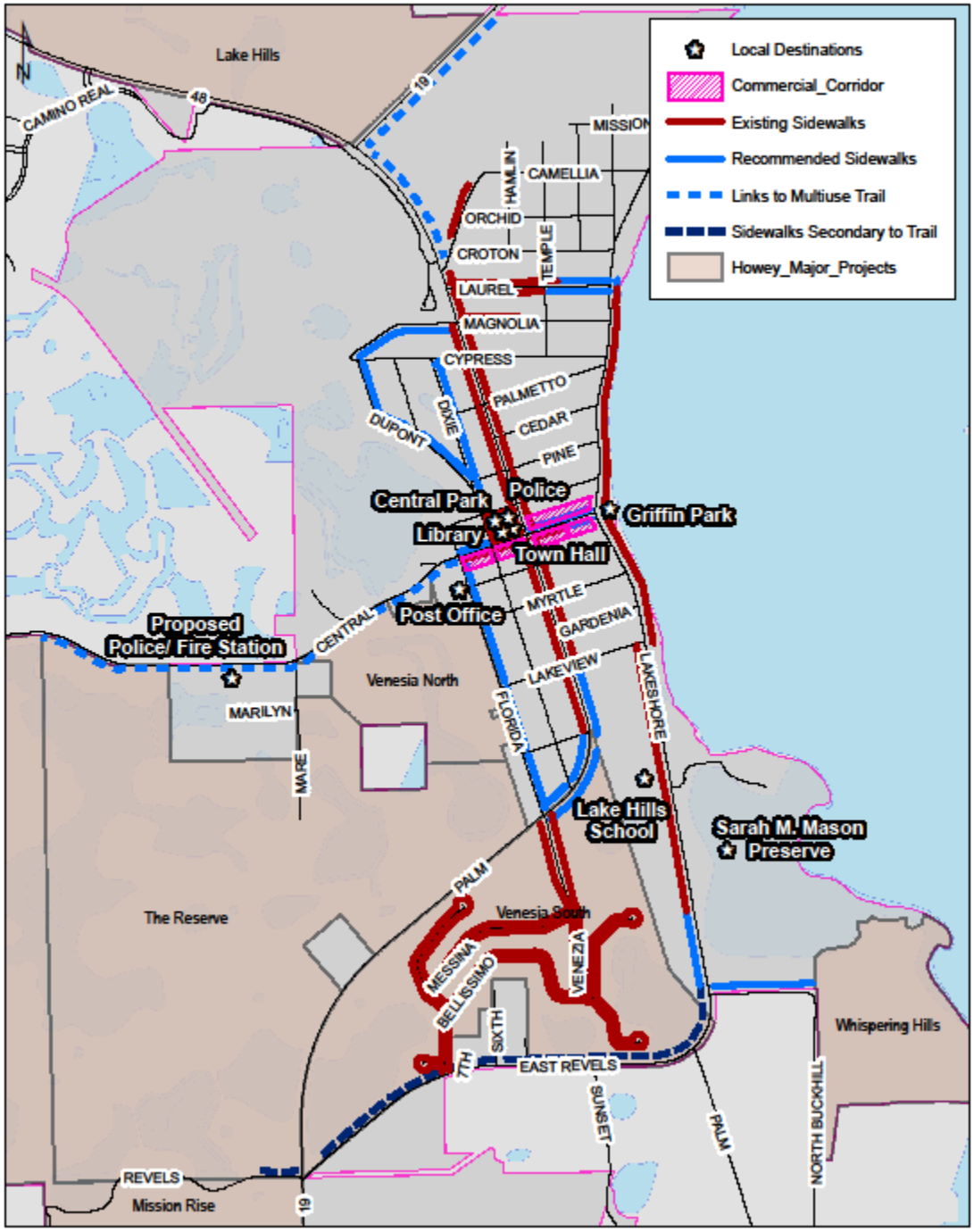
- Working with Lake County Express to determine where a transit stop may be feasible.
- Requiring transit stops to meet ADA requirements; and
- Clearly delineated walkways from the building to the transit stop.

THE FOLLOWING TWO MAPS ARE DELETED AND REPLACED WITH UPDATED VERSIONS. THE SIDEWALK AND TRAILS MASTER PLAN MAPS REMAIN.

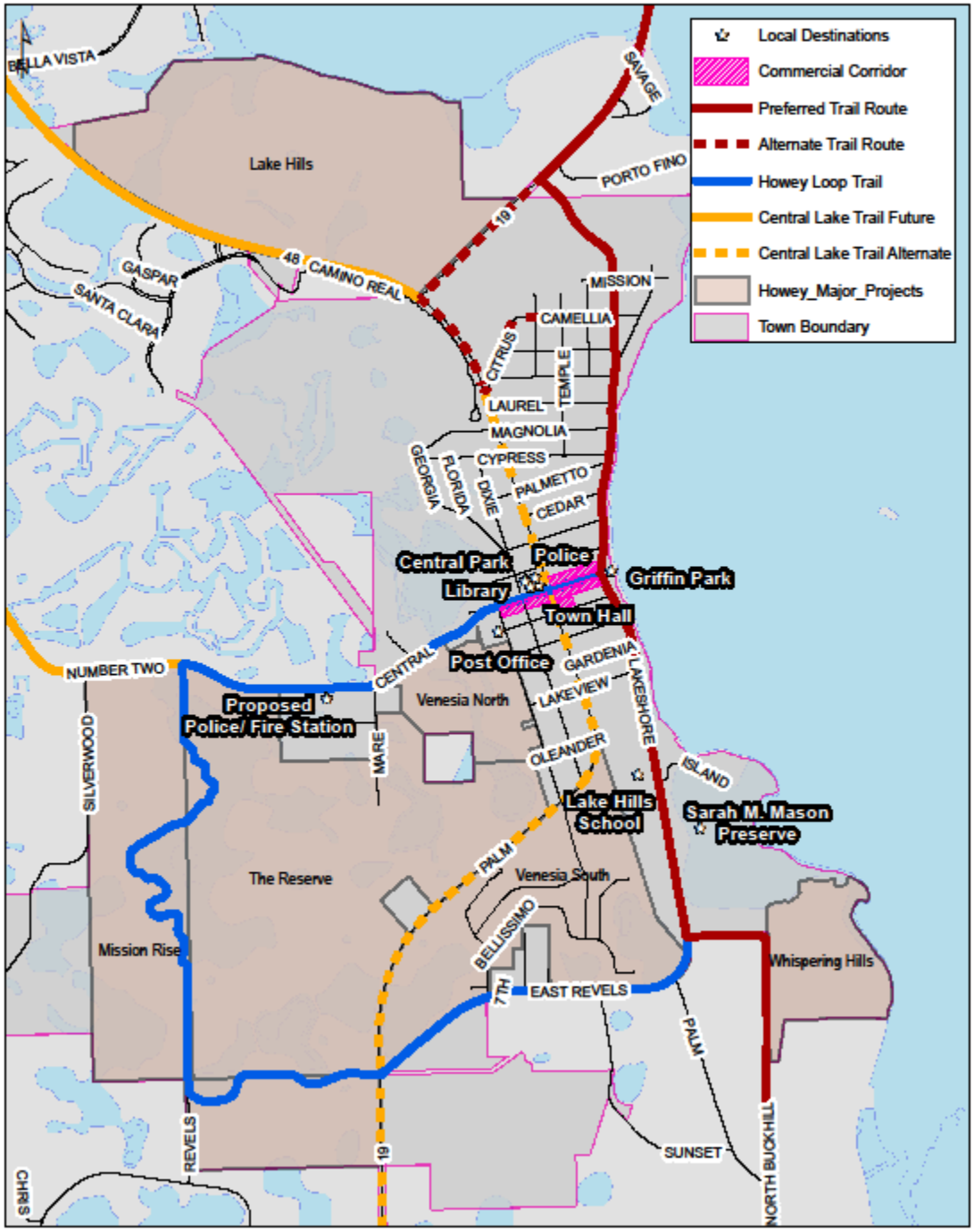

Town of Howey-In-the-Hills
2035 Future Transportation Map
Beautiful
HOWEY-IN-THE-HILLS

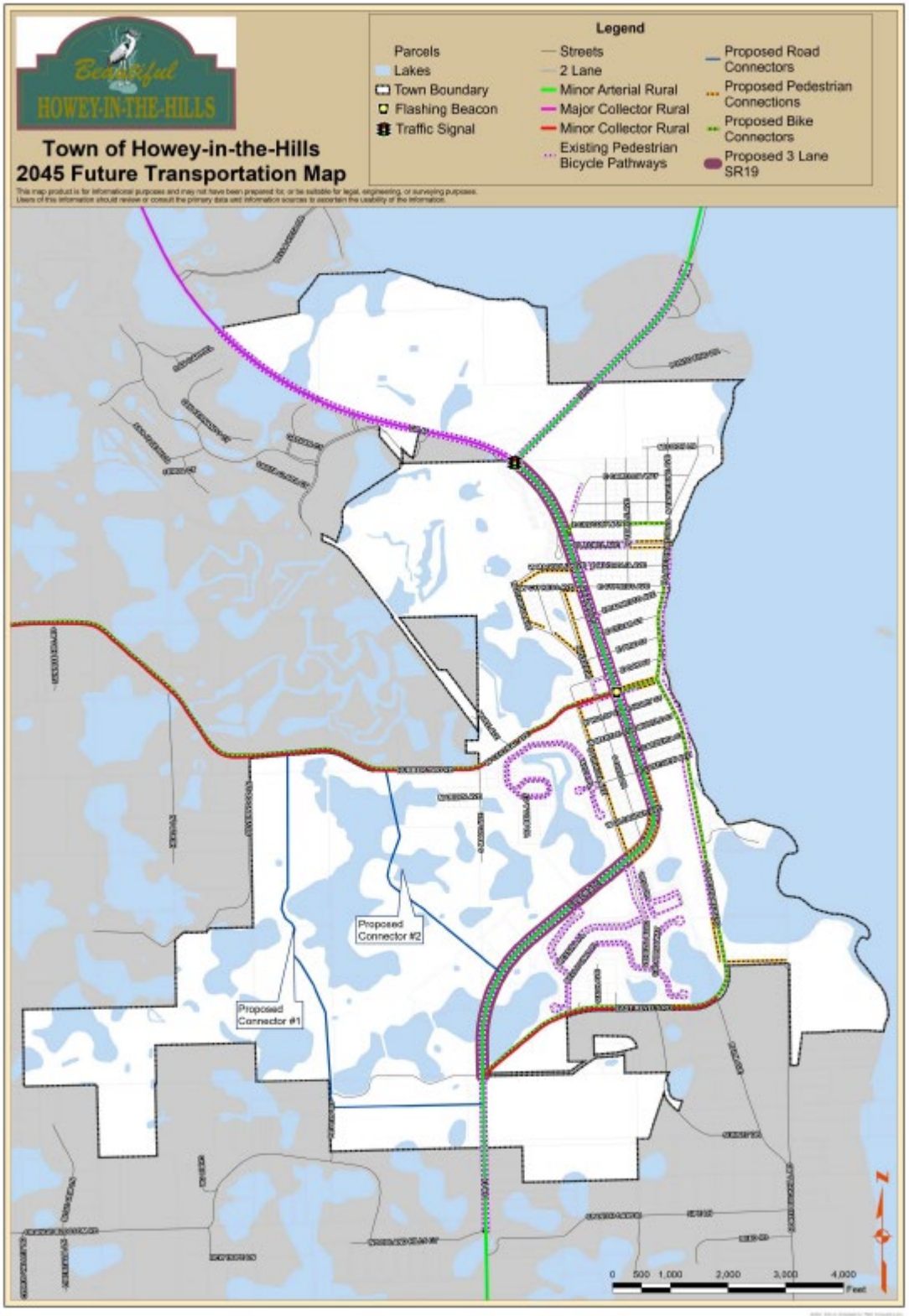

Town of Howey-in-the-Hills
Existing Transportation Map
April 2020
Beautiful
HOWEY-IN-THE-HILLS

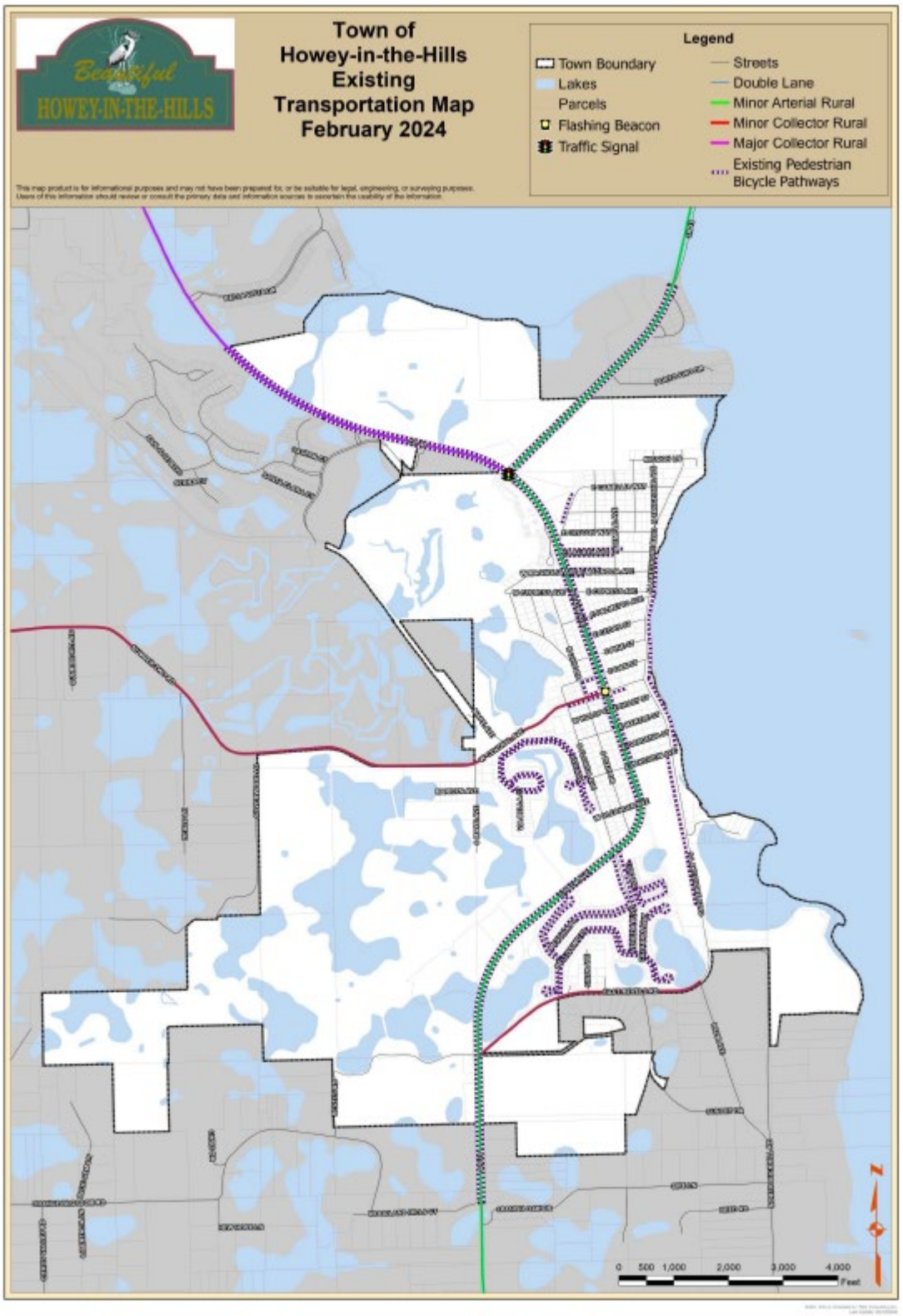
## Howey-in-the-Hills Sidewalk Master Plan Map



## Howey-in-the-Hills Trails Master Plan Map




Beautiful
HOWEY-IN-THE-HILLS
Town of Howey-in-the-Hills
2045 Future Transportation Map
Legend
Parcels
Lakes
Town Boundary
Flashing Beacon
Traffic Signal
Streets
2 Lane
Minor Arterial Rural
Major Collector Rural
Minor Collector Rural
Existing Pedestrian Bicycle Pathways
Proposed Road Connectors
Proposed Pedestrian Connections
Proposed Bike Connectors
Proposed 3 Lane SR19
Proposed Connector #2
Proposed Connector #1
0 500 1,000 2,000 3,000 4,000
Feet
N


Town of
Howey-in-the-Hills
Existing
Transportation Map
February 2024
Legend
Town Boundary
Lakes
Parcels
Flashing Beacon
Traffic Signal
Streets
Double Lane
Minor Arterial Rural
Minor Collector Rural
Major Collector Rural
Existing Pedestrian
Bicycle Pathways
0 500 1,000 2,000 3,000 4,000
Feet

| Chapter 3 - Housing Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 1 | B | changed date from "2010" to "2020" |
| 1 | | added survey data source |
| 1 | B | updated dwelling unit count |
| 1 | 1a | change Census year from "2010" to "2020" |
| 2 | B | updated Table 1 |
| 3 | | added survey data source |
| 3 | B | updated Table 2 |
| 4 | B | updated Table 3 |
| 4 | 1d | updated housing values and rent |
| 5 | | updated Table 4 |
| 7 | | update dwelling unit count |
| 5 | 1e | updated cost of rental housing |
| 6 | 1f | updated subsidized housing |
| 6 | | change from "2010" to "2020" |
| 7 | | changed text regarding ordinance |
| 8 | | remove sentence about mobile homes in all residential districts |
| 9 | | new information about housing construction |
| 9 | | new information about housing demand and need |

# HOUSING ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED APRIL 22, 2020

**HOUSING ELEMENT**
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# CHAPTER 3
# HOUSING ELEMENT

## A. INTRODUCTION

The purpose of this *Element* is to provide guidance to the Town of Howey-in-the-Hills to develop appropriate plans and policies to demonstrate their commitment to meet identified or projected deficits in the supply of housing. These plans and policies address government activities as well as provide direction and assistance to the efforts of the private sector.

## B. INVENTORY

An examination of the Town's housing stock by type, age, tenure, value, and condition, is essential in determining the type of new housing which should be built within the Town. To a large extent, characteristics of existing structures determine what can be built and marketed in the future. The following comprises a housing inventory, the first step in a supply side analysis, compiled primarily from the ~~2010~~ 2020 US Census and subsequent survey data from the American Community Survey. According to ~~2010 Census data~~ these sources, the Town had ~~630~~ 782 dwelling units in ~~2010~~ 2020 and 896 units in 2022.

### 1. Housing Characteristics

This section provides an inventory of Howey-in-the-Hills' dwelling units by their type (single family, multi-family, and mobile home), age, tenure (owner- or renter-occupied), and cost.

#### a. Housing Unit Structure

The ~~2010~~ 2020 Census found that about ~~88~~ 84 percent (~~544~~ 660 units) of the Town's housing stock was comprised of single-family units (see Table 1). There were no mobile homes in the Town and to date, the Town does not have any mobile home/RV parks.

#### b. Age of Housing Units

~~Howey-in-the-Hills entered a residential construction housing boom between 1950 and 1989 and another peak during 1995-1998. Consequently, about 34% of housing in Town is less than 30 years old and 53% is less than 45 years old (see Table 2). The effects of the housing market collapse and the 2008 recession are evident in the lack of new housing construction between 2010 and 2015.~~ Table 2 shows some interesting trends in housing growth over time. For most decades the Town added about 100 to 110 new houses. During the 1950's the Town added about one and one-half times the normal range with 157 units. The effects of the recession in the 2010s were clearly evident as the Town added only 64 units through the decade.

Since 2020 the statistics show a rapid growth that looks to be equivalent to the 1950's boom period.

Generally speaking, the economically useful age of residential structures is considered to be approximately 50 years. Once a residence has reached that age, repairs become more costly and the ability to modernize the structure to include amenities considered standard for today's lifestyles is diminished. Therefore, when a community's housing stock reaches this age threshold, the need for housing rehabilitation, demolition, and new construction may become more apparent. As indicated in Table 2, about ~~34~~ 33 percent of the Town's housing stock is 50 or more years of age.

**TABLE 1: HOUSING UNIT BY STRUCTURE TYPE**
**HOWEY-IN-THE-HILLS**

| | ~~2000~~ | | ~~2010~~ | | ~~2015~~ | |
|---|---|---|---|---|---|---|
| **Structure Type** | **Number of Units** | **Percent of Total Units** | **Number of Units** | **Percent of Total Units** | **Number of Units** | **Percent of Total Units** |
| ~~Single-Family Detached~~ | ~~392~~ | ~~86.92%~~ | ~~510~~ | ~~81.4%~~ | ~~515~~ | ~~80.7%~~ |
| ~~Single-Family Attached~~ | ~~30~~ | ~~6.65%~~ | ~~34~~ | ~~7.0%~~ | ~~20~~ | ~~3.1%~~ |
| ~~Two-Family*~~ | ~~9~~ | ~~2.00%~~ | ~~0~~ | ~~0%~~ | ~~22~~ | ~~3.1%~~ |
| ~~Multi-Family~~ | ~~18~~ | ~~3.99%~~ | ~~86~~ | ~~11.6%~~ | ~~75~~ | ~~11.8%~~ |
| ~~Mobile Homes~~ | ~~2~~ | ~~0.44%~~ | ~~0~~ | ~~0%~~ | ~~6~~ | ~~1.3%~~ |
| ~~Other~~ | ~~0~~ | ~~0.00%~~ | ~~0~~ | ~~0%~~ | ~~0~~ | ~~0%~~ |
| ~~**Total**~~ | ~~**451**~~ | ~~**100.00%**~~ | ~~**630**~~ | ~~**100.00%**~~ | ~~**638**~~ | ~~**100%**~~ |

| | 2010 | | 2020 | | 2022 | |
|---|---|---|---|---|---|---|
| **Structure Type** | **Number of Units** | **Percent of Total Units** | **Number of Units** | **Percent of Total Units** | **Number of Units** | **Percent of Total Units** |
| Single-Family Detached | 510 | 81.4% | 660 | 84.4 | 753 | 84.0 |
| Single-Family Attached | 34 | 7.0% | 16 | 2.0 | 35 | 3.9 |
| Two-Family* | 0 | 0% | 8 | 1.0 | 6 | 0.7 |
| Multi-Family | 86 | 11.6% | 98 | 12.5 | 97 | 10.8 |
| Mobile Homes | 0 | 0% | 0 | 0 | 5 | 0.6 |
| Other | 0 | 0% | 0 | 0 | 0 | 0 |
| **Total** | **630** | **100.0%** | 782 | 100.0 | **896** | **100.0** |

Note: Thee ACS which is the source for 2022 data is based on statistical analysis rather than actual counts so there will be some error in the totals and in some case the type of units such as mobile homes.

**TABLE 2: NUMBER OF YEAR-ROUND UNITS BY AGE**
**HOWEY-IN-THE-HILLS**

| Year Constructed | 2000 | | 2010 | | 2015 | |
|---|---|---|---|---|---|---|
| | Number of Units | Percent of Total | Number of Units | Percent of Total | Number of Units | Percent of Total |
| 2014 or Later | | | | | 0 | 0.0 |
| 2010-2013 | | | | | 0 | 0.0 |
| 2000-2009 | | | 160 | 25.4 | 123 | 19.3 |
| 1990-1999 | 93 | 20.6 | 75 | 11.9 | 126 | 19.7 |
| 1980-1989 | 59 | 13.1 | 56 | 8.9 | 93 | 14.6 |
| 1970-1979 | 86 | 19.1 | 93 | 14.8 | 79 | 12.4 |
| 1960-1969 | 64 | 14.2 | 64 | 10.2 | 57 | 8.9 |
| 1949-1959 | 90 | 20.0 | 129 | 20.5 | 104 | 16.3 |
| 1940-1949 | 11 | 2.4 | 16 | 2.5 | 12 | 1.9 |
| 1939 or Earlier | 48 | 10.6 | 37 | 5.8 | 44 | 6.9 |

| Year Constructed | 2010 | | 2020 | | 2022 | |
|---|---|---|---|---|---|---|
| | Number of Units | Percent of Total | Number of Units | Percent of Total | Number of Units | Percent of Total |
| 2020 or Later | | | | | 114 | 12.7 |
| 2010-2019 | | | 64 | 8.2 | 64 | 7.1 |
| 2000-2009 | 160 | 25.4 | 113 | 14.5 | 113 | 12.6 |
| 1990-1999 | 75 | 11.9 | 111 | 14.2 | 111 | 12.4 |
| 1980-1989 | 56 | 8.9 | 96 | 12.3 | 96 | 10.7 |
| 1970-1979 | 93 | 14.8 | 105 | 13.4 | 105 | 11.7 |
| 1960-1969 | 64 | 10.2 | 101 | 12.9 | 101 | 11.3 |
| 1949-1959 | 129 | 20.5 | 157 | 20.1 | 157 | 17.5 |
| 1940-1949 | 16 | 2.5 | 8 | 1.0 | 8 | 0.9 |
| 1939 or Earlier | 37 | 5.8 | 27 | 3.4 | 27 | 3.0 |

### c. Tenure and Vacancy

Based on 2010 Census data, about 77% of the Town's dwelling units were occupied and the remaining 146 units were vacant. The occupancy rate was lower than the dwelling unit occupancy rate for the Town in 2000 reflecting the local impacts of

~~the recession. About 22% of the units in the Town were used for seasonal, recreational, or occasional use.~~

Table 3 shows the Town's housing stock continues to be dominated by owner-occupied homes. The trend line shows a slight decrease in the percentage of renter households. Vacant housing unit totals will include seasonally occupied units. Compared to many Florida communities the seasonal usage is relatively low at less than 10%.

**TABLE 3: HOUSING CHARACTERISTICS BY TENURE**
**HOWEY-IN-THE-HILLS**

| ~~Tenure~~ | ~~2000~~ | | ~~2010~~ | | ~~2015~~ | |
|---|---|---|---|---|---|---|
| | ~~Units~~ | ~~Percent~~ | ~~Units~~ | ~~Percent~~ | ~~Units~~ | ~~Percent~~ |
| ~~Total Housing Units~~ | ~~451~~ | ~~100.0~~ | ~~630~~ | ~~100.0~~ | ~~638~~ | ~~100.0~~ |
| ~~Owner-Occupied~~ | ~~336~~ | ~~74.5~~ | ~~407~~ | ~~64.6~~ | ~~442~~ | ~~69.3~~ |
| ~~Renter Occupied~~ | ~~54~~ | ~~12.0~~ | ~~77~~ | ~~12.2~~ | ~~85~~ | ~~13.3~~ |
| ~~Vacant Housing Units~~ | ~~61~~ | ~~13.5~~ | ~~146~~ | ~~23.2~~ | ~~111~~ | ~~17.4~~ |
| ~~Vacant Housing Units (For Seasonal or Recreational Use)~~ | ~~24~~ | ~~39.3~~ | ~~32~~ | ~~21.9~~ | | |

| Tenure | 2010 | | 2020 | | 2022 | |
|---|---|---|---|---|---|---|
| | Units | Percent | Units | Percent | Units | Percent |
| Total Housing Units | 630 | 100.0 | 782 | 100.0 | 896 | 100.0 |
| Owner-Occupied | 407 | 64.6 | 591 | 75.6 | 710 | 79.2 |
| Renter Occupied | 77 | 12.2 | 124 | 15.8 | 107 | 11.9 |
| Vacant Housing Units | 146 | 23.2 | 67 | 8.6 | 79 | 8.8 |
| Vacant Housing Units (For Seasonal or Recreational Use) | 32 | 5.1 | NA | NA | NA | NA |

### d. Housing Values and Rent

***Value and Cost of Owner-Occupied Housing***

~~Census 2010 data show that about 17.5% of the houses in Howey-in-the-Hills were valued less than $150,000 (see Table 4). This change in lower values housing ranges shows the impact of the housing boom of the early 2000s. Housing survey data for 2015 shows this trend had reversed with the percentage of housing valued under $150,000 increased to about 40%.~~

Table 4 shows a gradual increase in the value of owner-occupied housing units. Nearly 60% of the housing units have values in excess of $300,000 compared to about 28% in 2010. The percentage of housing between $200,000 and $300,000 has remained relatively constant since 2010 at about 30%. The median housing value is reported as $243,500 for 2020.

**TABLE 4: VALUE OF SPECIFIED OWNER-OCCUPIED HOUSING UNITS HOWEY-IN-THE-HILLS**

| | ~~2000~~ | | ~~2010~~ | | ~~2015~~ | |
|---|---|---|---|---|---|---|
| ~~Total Value~~ | ~~Number Of Units~~ | ~~Percent of Total~~ | ~~Number of Units~~ | ~~Percent of Total~~ | ~~Number of Units~~ | ~~Percent of Total~~ |
| ~~<$50,000~~ | ~~8~~ | ~~2.56%~~ | ~~7~~ | ~~1.7~~ | ~~25~~ | ~~5.7~~ |
| ~~$50,000-$99,999~~ | ~~119~~ | ~~38.14%~~ | ~~34~~ | ~~8.4~~ | ~~42~~ | ~~9.5~~ |
| ~~$100,000-$149,999~~ | ~~94~~ | ~~30.13%~~ | ~~30~~ | ~~7.4~~ | ~~111~~ | ~~25.1~~ |
| ~~$150,000-$199,999~~ | ~~60~~ | ~~19.23%~~ | ~~90~~ | ~~22.1~~ | ~~99~~ | ~~22.4~~ |
| ~~$200,000-$299,999~~ | ~~25~~ | ~~8.01%~~ | ~~126~~ | ~~31.0~~ | ~~103~~ | ~~23.3~~ |
| ~~$300,000-$499,000~~ | ~~4~~ | ~~1.28%~~ | ~~100~~ | ~~24.6~~ | ~~59~~ | ~~13.3~~ |
| ~~$500,000-$999,999~~ | ~~2~~ | ~~0.64%~~ | ~~20~~ | ~~4.9~~ | ~~3~~ | ~~0.7~~ |
| ~~$1,000,000 or more~~ | ~~0~~ | ~~0.00%~~ | ~~0~~ | ~~0.0~~ | ~~0~~ | ~~0.0~~ |
| ~~**Total**~~ | ~~**312**~~ | ~~**100.00%**~~ | ~~407~~ | ~~100.0~~ | ~~442~~ | ~~100.0~~ |

| | 2010 | | 2020 | | 2022 | |
|---|---|---|---|---|---|---|
| Total Value | Number Of Units | Percent of Total | Number of Units | Percent of Total | Number of Units | Percent of Total |
| <$50,000 | 7 | 1.7 | 4 | 0.7 | 17 | 2.4 |
| $50,000-$99,999 | 34 | 8.4 | 22 | 3.7 | 5 | 0.7 |
| $100,000-$149,999 | 30 | 7.4 | 97 | 16.4 | 36 | 5.1 |
| $150,000-$199,999 | 90 | 22.1 | 116 | 19.6 | 25 | 3.5 |
| $200,000-$299,999 | 126 | 31.0 | 166 | 28.1 | 209 | 29.4 |
| $300,000-$499,000 | 100 | 24.6 | 114 | 19.3 | 292 | 41.1 |
| $500,000-$999,999 | 20 | 4.9 | 72 | 12.2 | 126 | 17.7 |
| $1,000,000 or more | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| **Total** | 407 | 100.0 | 591 | 100.0 | 710 | 100.0 |

### e. Cost of Rental Housing

Rental housing is minor part of the current housing profile in the Town. The ~~2016 American FactFinder data (Table S2503)~~ 2020 Census identified only ~~67~~ 124 occupied rental units, and the number of rental housing units where the occupants

where paying in excess of 30% of income for housing was ~~only a handful~~ significant at 62%. Median rent was reported as $1,347. As the Village Mixed Use projects develop over time there may be more rental housing introduced into the community, but ~~currently the cost of rental housing is a minor issue~~ for the rental housing already in the Town, affordability has increasingly become an issue as it has across Florida.

### f. Subsidized Housing

According to the Florida Housing Data Clearinghouse there are no renter-occupied housing developments in Town listed in the Assisted Housing Inventory database with any subsidized units~~. Overall, there are 66 subsidized housing developments in the County with 5,324 subsidized units~~.

## 2. Group Homes

The Florida Department of Children and Family Services (DCF) licenses group homes for children 19 years or less. Group homes that serve persons with disabilities are regulated by the Agency for Persons with Disabilities (APD). The Town currently has no licensed group homes.

The Town has adopted and enforces Land Development Regulations which specifically address foster homes and nursing homes. Foster homes and nursing homes are allowed in the residential zoning districts.

## 3. Housing Conditions

Effective public policy requires that the condition of housing be measured on an objective scale. To measure adequacy, the U.S. Census records the presence or absence of items such as water supply, kitchen facilities, central heating and plumbing and whether housing units are overcrowded[1]. Plumbing facilities have usually been singled out as the equipment most relevant to an overall evaluation of housing conditions. The lack of central heating equipment is excluded since it is not considered a reliable indicator of local housing adequacy due to the Town's and County's warm climate. According to the ~~2010~~ 2020 Census data, no homes in the Town's housing stock were reported as substandard[2] or in an unacceptable condition.

[1] Meaning that more than one person per room was housed in the occupied housing unit.

[2] Housing units are considered to be substandard if they are overcrowded, do not have heat, or lack complete kitchens or plumbing.

A Code Enforcement ~~Ordinance and Board have~~ process has been established to assist in correction of problems and the maintenance of the housing stock. The Town has adopted and enforces the state-mandated building codes.

### a. Housing Improvement Strategies

The key to implementing a housing improvement strategy is selecting the appropriate treatment for an area and applying it at the proper time. There are essentially three approaches to halting or preventing structural quality decline. They are preservation, rehabilitation, and redevelopment.

***Preservation.*** The preservation technique is appropriate for structures found to be in sound condition. The concept of preservation involves continued maintenance and protection of the existing housing stock through code enforcement, as well as the provision of necessary public facilities and services.

Preservation is intended to be a long-term approach to combat structural decay. The process jointly involves property owners, tenants, local officials, and private lending institutions. Further, preservation techniques involve conservation, maintenance, continued protection through ordinance enforcement, and infrastructure improvement in areas where most structures are found to be in sound condition, with only a small percentage rated as deteriorating or substandard.

***Rehabilitation.*** Rehabilitation is appropriate for areas where between 10 and 49 percent of the residential structures are classified as deteriorating or in substandard condition. The Town currently has no areas with this concentration of substandard housing structures, so the use of a concentrated rehabilitation technique is not required at this time.

Rehabilitation strategies include the repair of existing structural defects, the correction of environmental deficiencies, and the upgrading of public services and facilities to eliminate blighting conditions. Deteriorating units can be improved to meet the standards of established codes. Construction or reconstruction in the vicinity of these dwelling units may also be necessary to increase the potential for private investment. Rehabilitation activities would require the Town to provide information to property owners describing procedures and methods of undertaking rehabilitation projects. Participation in housing assistance programs may be a component of this strategy. Homeowners may be eligible for financial assistance from the County administered programs.

***Redevelopment***. A rehabilitation program may not be economically feasible if 50 percent or more of the dwelling units in an area are rated as deteriorated or substandard. In such case, a redevelopment strategy is appropriate. Redevelopment

primarily involves the clearance of existing structures to allow for the construction of new structures in the area in accordance with an approved plan. This treatment is intended to have a long-term effect, ensuring satisfactory conditions for 50 years or more.

### 4. Historically Significant Housing

The Florida Division of Historical Resources maintains and regularly updates the Florida Master Site File. The Florida Master Site File is a paper file archive and computer database of recorded historical cultural resources in Florida. Categories of resources recorded at the Site File include archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts. The Site File also holds copies of survey reports and other manuscripts relevant to Florida history and prehistory. There are six historic structures or sites added to the State's *Master Site File*. The Howey House was listed in the National Register of Historic Places.

**TABLE 5: HISTORIC SITES AND STRUCTURES**

| Site Name | Address/Site Type | Year Built | Architectural Style/ Archaeological culture | Date Certified |
|---|---|---|---|---|
| TOM Line | Pre-historic Mound | | St. Johns, 700 B.C. – A.D. 1500 | |
| Flagship 1 | Land-terrestrial | | Prehistoric | |
| Flagship 2 | Land-terrestrial | | 20th Century American, 1900-present | |
| Howey Water Tower | 316 Grant Street | 1926 | Unspecified | |
| Howey Academy | | 1923 | Unspecified | |
| Howey ~~House~~ Mansion | | 1925 | Mediterranean Revival ca. 1880-1940 | 1/27/1983 |

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

### 5. Mobile Home Parks

The Florida Department of Business and Professional Regulation (DBPR) maintains an inventory of the licensed mobile home projects in Florida. DBPR reported that there are no mobile home parks in Howey-in-the-Hills. ~~Mobile homes are permitted in all residential districts within Town if the units comply with the guidelines established in the Land Development Regulations~~.

### 6. Housing Construction

~~Between 2010 and 2015, housing development in the Town was nearly at a standstill. Available statistical data shows the housing stock increased by eight units over the five-year period. With the restart of the Venezia Phase 1 subdivision, housing growth began a recovery in the late 2015 and 2016 time period. Current and recently completed construction includes more than 70 units with another 24 units in some stage of permitting. This subdivision will ultimately include 170 single-family units plus some potential townhouse units~~. As noted above since 2020, the Town has entered one of the most significant housing construction periods in its history. To a large degree this growth is reflective of area growth trends as development pressure has extended northward from the four corners area and Groveland along the SR 19 corridor. New housing construction has been located in the larger projects approved during the 2004 to 2008 time frame. These projects were dormant for many years, but have now moved forward with development in The Reserve and Lake Hills moving through the approval process in 2022, 2023 and 2024.

## C. PROJECTED HOUSING DEMANDS AND NEEDS

Howey-in-the-Hills has relatively few issues with the quality of housing, and it has relatively little experience in dealing with low or moderate-income housing, mobile homes, and even market rate multi-family housing. As noted above, demand for these types of housing has been relatively low in the community. The Town desires a housing stock that is largely owner occupied and dominated by single-family housing. The policies in the plan and the active market forces are producing this result, so the plan is effective in this regard. The Housing Element does include policies dealing with affordable housing issues, mobile homes, group housing, historic structures and other related issues. The Town will have guidance in addressing these housing issues should they arise.

~~One of the key items in the 2010 housing analysis is the identification of sufficient land area to support future housing demand. Actual demand has been lower than expected due to the lower than projected population growth. The conclusion in 2010 was that the Town did have sufficient available land area to support the projected housing need, and nothing has occurred in the succeeding years to alter this conclusion. The local market is in the process of absorbing the 172-lot Venezia South subdivision while the Whispering Hills (107 lots) has progressed through the plat stage~~. With the two large residential projects (The Reserve and Lake Hills) actively moving to market, the Town should have an adequate supply of housing to meet anticipated demand. Pending projects including Watermark and Whispering Heights have also received development approval and are ready for development if additional market rate housing is needed. The Town is actively developing housing policy for the other potential development areas that would support larger lot, lower density housing.

Much of the potential for housing diversity lies in the Village Mixed Use projects. Venezia ~~is~~ was the first of these to come to market with the current single-family subdivision supported by commercial and townhouse development areas ~~that are yet to be developed~~. There are ~~three~~ two

other VMU projects that received conceptual approval prior to the recession ~~and have not resumed development~~ these are now moving through active development phases. ~~One of these, the Lake Hills development at SR 19 and CR 48 has received approval for a revised layout. The revised plan still contains single family and townhouse residential units with some commercial development area and recreation facilities. Development timing on this project and the other VMU development is uncertain. However, these projects offer the opportunity to introduce a more diverse housing stock when the market demand appears~~. The comprehensive plan intended these projects to accommodate the mixed use and more diverse housing types so that the established single-family neighborhoods would maintain their traditional character. ~~The plan to date is working in this regard and no major change in direction is indicated~~. The Town is actively working to modify the housing policy for other potential development areas to reinforce the larger lot, single-family neighborhoods that form the core of the older housing areas in the Town. The key housing trends identified by the analysis include:

- The Town is entering into a period of rapid housing development that is the most significant since the 1950s.
- The overall housing stock is getting younger on average as more recent construction is added to the unit base. The percentage of housing older than 50 years of age is about 33%.
- The housing stock is dominated by owner occupied units at nearly 80%.
- Housing values are increasing with 60% of the housing units valued at more than $300,000.
- The quality of the housing stock remains excellent.
- Affordability for rental housing is becoming an issue with nearly 60% of renters paying in excess of 30% of income for housing.

~~Given the small growth in total housing units, major changes in the housing profile are not expected, and the comparison data generally supports this position. Of note:~~

- ~~Single-family housing still comprises over 80% of the total housing units. Multi-family housing, primarily townhouse development, expected with the Village Mixed Use projects did not appear as these projects, except for Venezia, were lost during the recession. Several of these projects are being recast, but no active development is occurring.~~
- ~~The rework of Table 4 shows housing values have drifted downward. The Town's housing stock, in terms of value, has clearly not fully recovered from the recession impacts. Despite this trend median housing value remains relatively high at $171,900.~~
- ~~The number of vacant housing units has decreased as units vacated during the recession have been reabsorbed by new owners and renters.~~

- ~~Of units identified as vacant, a significant portion are identified as seasonally occupied. This factor tends to overstate the vacancy level somewhat.~~
- ~~There has been some aging of the population. This trend is noticeable in many of the outer counties in the Orlando Metropolitan Area~~.

~~Other statistics indicate the Town has eliminated housing units that are declared overcrowded (more than one person per room) and housing units that lack a kitchen or lack some plumbing. While never a significant problem in the Town, this data suggests improvements in the overall condition of the housing stock however minor in scope. For 2015 the number of persons reported as living in poverty was 1.9%. When combined with the Town's median household income of $63,021, affordable housing does not comprise a significant demand within the community~~.

### 1. Land Requirement

The Town's *Existing Land Use Map* shows that there are ~~208~~ 321 acres of residential land use supporting ~~1,234~~ 1,643 residents in ~~2015~~ 2020. At this ratio, the Town will need ~~212~~ 564 additional acres for residential development to support the ~~2035~~ 2045 population. The *Future Land Use Map* shows a total of ~~525~~ 780 acres of residential lands in Village Mixed Use areas. As such, the Town has sufficient land to accommodate the projected housing needs for the planning period. Additionally, there is a significant amount of vacant land adjacent to the Town boundary in the event of future annexations.

### 2. Private sector contribution

All new construction or redevelopment is expected to be provided by the private sector as it has in the past. Several small builders currently build in the area. The Town shall continue to work with developers interested in constructing residential units on the Town's vacant residential lots.

### 3. Private sector housing delivery process

Like other small, affluent areas, the delivery process is simple. A buyer purchases a vacant lot from the owner or through a real estate broker and arranges his/her financing through local lenders and contracts with a local contractor for construction or he/she may buy from the local contractor who has purchased a lot and built a house. The builder may or may not have financing arranged. This method has been adequate since the Town was incorporated.

### 4. Provision of housing for very low, low, and moderate income households

~~Given the price of land in the Town, the provision of land or housing for persons in the very low, low, and moderate income groups is possible~~. As residential demand increases,

the cost for vacant residential land increases putting added pressure on the ability to provide housing for low and moderate income groups. The minimum lot size for single-family residential in Town is 9,000 square feet. The Town's ~~approved~~ Village Mixed use developments include options for multi-family development and allow some lot sizes smaller than 9,000 square feet that are the best opportunities for lower cost housing. ~~As such, the Town's existing Land Development Regulations do not establish a great hindrance for a low price family home~~.

The County's State Housing Initiatives Partnership (SHIP) program is designed to assist low and moderate income households with home purchases. The funds can be used for down payments, closing costs and mortgage buydowns for new homes, or for existing homes that have been or will be repaired within twelve months of transfer of title. Extremely low, very low and low income households purchasing newly constructed homes will also be eligible for partial impact fee waivers. The Town encourages low income residents seeking assistance with housing to participate in the County's SHIP program. The Town shall avoid the concentration of affordable housing units in specific areas of the Town.

### 5. Rural and Farm Worker Households

The Town has adopted 'Rural Lifestyle' as a land use category in the *Future Land Use Element* and *Future Land Use Map* to meet the housing needs of rural and farm worker households in Town. These lands are primarily for single-family detached homes with agricultural uses. The Town requires the following for lands with a Rural Lifestyle land use:

- Must have a minimum of 2 acres for this land use;
- Maximum density of 1 dwelling unit per 2 acres;
- All buildings shall not exceed 0.15 floor area ratio;
- The maximum Impervious surface coverage is 20%; and
- 50% open space is required.

The Town will continue to ensure that there is a sufficient amount of land needed to support the rural and farm worker household needs during the planning period.

### 6. Infrastructure Requirements

Housing is affected by the availability and quality of public services and facilities such as water, sewer, drainage, and roadways. The level of service standards for the public services and facilities are presented in the *Capital Improvements Element*.

The Town's existing potable water demand meets the adopted LOS standard for water capacity. The Town has sufficient potable water capacity to meet the population demands during the planning period. The Town is in the process of a comprehensive analysis of the

water system to address the operational characteristics of the network and recommend improvements. ~~This report is expected to be complete is 2018~~. The replacement of the north water treatment plant now under construction will address most of the system's capacity and operating concerns.

The Town has agreements in place to provide limited wastewater treatment for ~~all~~ some new subdivisions and residential development in the Village Mixed Use projects. ~~The Venezia South project is on sewer, and the Town is in the process of adding sewer to the core commercial area on Central Avenue. This system is being designed to expandable to nearby residential areas as the resources to fund the expansions become available~~. For all current housing units, this service is currently managed through septic tanks which are permitted through the Lake County Health Department. The Town is in the process of developing a plan for the provision of wastewater services for all new development.

The Town ensures the provision of adequate stormwater drainage systems through the development review process. The Town's adopted level of service standards are used in reviewing all new development. Permits are also required from all applicable State, Federal, and local agencies regarding stormwater. No development is approved or can begin construction until all such permits are received by the Town.

The Town shall continue to ensure that the provision of housing is supported with the appropriate infrastructure for the current and anticipated residents of Howey-in-the-Hills.

## D. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1**: The provision of safe, adequate, sanitary, and energy-efficient housing to meet the needs of the present and future residents of the Town while encouraging retention of historically significant structures.

**OBJECTIVE 1.1:** ***Housing Implementation Program***. The Town shall update its housing implementation program to require safe, adequate, sanitary and affordable housing for the existing population and by 2025 for the anticipated population growth to include those persons needing special housing.

**POLICY 1.1.1:** ***Housing Discrimination.*** The Town shall continue to promote standards to eliminate any housing discrimination and encourage housing opportunities for all its citizens, and encourage involvement of the Town, its citizens and both private and non-profit sector in the housing production effort.

**POLICY 1.1.2:** ***Environmentally Sensitive Lands Compatibility.*** The Town shall ensure that residential land use policies are compatible with environmentally sensitive areas and continue to encourage residential development into areas which do not demonstrate significant environmental constraints.

**POLICY 1.1.3:** ***Innovative Standards.*** The Town shall continue to enforce regulations established in the Land Development Code to create innovative permitting, building, zoning and parking codes and standards that support the residents' visions of the Town's image.

**POLICY 1.1.4:** ***Eliminating Excessive Requirements.*** The Town shall provide clear and concise ordinances, codes, regulations and permitting processes for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting the housing needs.

**POLICY 1.1.5:** ***Sufficient Residential Land***. The Town shall designate sufficient sites on the *Future Land Use Map* to meet the ~~2035~~ 2045 projected housing needs of the Town.

**POLICY 1.1.6:** ***Limitation of Multiple Family Housing.*** Multiple family houses may only locate within areas established in the Town's Land Development Regulations.

**POLICY 1.1.7:** ***Job Training/Development and Economic Development.*** The Town shall support job training, job creation and economic

development as a part of the overall strategy addressing the affordable housing needs of the Town, while recognizing that these efforts will be limited due to the limited amount of non-residential development in Howey-in-the-Hills.

**POLICY 1.1.8:** ***Annexation.*** The Town shall continue to investigate the benefits of annexation to enhance the Town's housing stock.

**OBJECTIVE 1.2:** ***Housing Opportunities for Rural and Farm Worker Households.*** Provide housing opportunities for rural and farm worker households within agricultural areas.

**POLICY 1.2.1:** ***Available Lands for Farm Worker Households.*** The Town shall ensure that adequate 'Rural Residential' lands needed to support the rural and farm worker households demands during the planning period are designated on the *Future Land Use Map*. The Town shall also continue to provide a diversity of housing types to accommodate all income groups, including those employed by agricultural businesses.

**OBJECTIVE 1.3:** ***Adequate Sites for Very-low, Low and Moderate Income Households.*** The Town shall assure adequate sites and housing opportunities are present for very low, low and moderate income households.

**POLICY 1.3.1:** ***Promote Diversity in Housing Types.*** The Town shall promote a diversity of housing types by designating an adequate number of sites for single family and multiple family housing needed to support the short-range and long-range population demands of the Town on the *Future Land Use Map*.

**POLICY 1.3.2:** ***County-wide Formation of an Affordable Housing Program.*** The Town shall support the formation of a county-wide affordable housing program which seeks to develop public/private partnerships to improve the efficiency of the housing delivery system to meeting demands for affordable housing within unincorporated and municipal jurisdictions.

**POLICY 1.3.3.:** ***Sites for Federal and State Housing Programs.*** The Town shall help Lake County to identify sites for housing supported by the Farmer's Mortgage Housing Administration or by other Federal and State housing programs.

**POLICY 1.3.4:** ***Principles to Ensure the Availability of Adequate Sites for Very-low, Low and Moderate Income Housing.*** To ensure adequate sites are available for very-low, low and moderate income housing, the

Town shall enforce the standards established in the Land Development Regulations regarding the minimum floor area for single-family medium density land use, multi-family residential land use and multi-family units established in the Village Mixed Use and Town Center Mixed Use land use designations.

**POLICY 1.3.5:** ***Concentration of Affordable Housing.*** The Town shall avoid the concentration of affordable housing units in specific areas of the Town.

**POLICY 1.3.6:** ***Creating and Preserving Affordable Housing.*** The Town shall coordinate with Lake County in efforts to minimize the need for additional local affordable housing services by creating and preserving affordable housing units in Town and encouraging developers to incorporate affordable/workforce housing in new developments.

**OBJECTIVE 1.4:** ***Mobile Homes and Low and Moderate Income Housing.*** The Town shall require that development regulations do not prevent the provision of very low, low and moderate income housing or mobile homes and assure that adequate sites are available for mobile homes.

**POLICY 1.4.1:** ***Development Guidelines.*** The Town shall continue to ensure that guidelines established in the Land Development Regulations are not exclusionary, with respect to permitting very low, low and moderate income housing and mobile homes. The regulations shall also provide development guidelines for mobile homes and address the required public services and facilities needed to support mobile home developments.

**POLICY 1.4.2:** ***Accessory Apartments.*** The Town shall continue to enforce the guidelines and standards established in the Town's Land Development Regulations to enable single family homeowners to provide accessory apartments as a means of extending the pool of affordable housing for the elderly.

**POLICY 1.4. 3:** ***Cooperation with Lake County.*** The Town shall cooperate with the Lake County Housing Authority and other appropriate agencies to determine possible sites and programs for housing for very low, low, and moderate income persons.

**POLICY 1.4. 4:** ***Projected Affordable Housing Needs.*** The Town shall designate sufficient sites on the *Future Land Use Map* to meet the projected affordable housing needs of the Town.

**OBJECTIVE 1.5:** ***Group Homes and Foster Care Facilities.*** The Town shall require that the needs of those residents requiring group home or foster care are met.

**POLICY 1.5.1:** ***Licensed Foster Care, Community Residential or Group Home Facilities.*** All group homes, community residential or foster care facilities within Howey-in-the-Hills shall be licensed by the Florida Department of Health and Rehabilitative Services. The development review process shall require applicants of group home and community residential home developments to provide evidence of appropriate HRS licenses prior to the issuance of a development order or permit.

**POLICY 1.5.2:** ***Location of Group Homes, Community Residential Facilities, and Foster Care Facilities.*** The Town shall continue to permit the location of foster care, community residential homes, and group homes in residential areas as well as any additional land use districts permitted in the Town's Land Development Regulations. These facilities shall serve as alternatives to institutionalization.

**OBJECTIVE 1.6:** ***Archeological Sites and Historical Buildings.*** The Town shall identify archeological sites and buildings of historical significance and develop means of preserving and/or maintaining such items.

**POLICY 1.6.1:** ***Identification of Historically Significant Housing.*** The Town shall promote the identification of historically significant housing worthy of preservation by offering opportunities to the Lake County Historical Society, other historical and architectural societies, and Town citizens to inform Town officials of housing units and other structures containing significant historical or architectural value.

**POLICY 1.6.2:** ***Distinguishing Historic Buildings.*** The Town shall distinguish buildings as historic if the following criteria are met:

a. The age of the subject site exceeds fifty years.
b. Whether the house represents the last remaining example of its kind in the neighborhood or Town.
c. Whether documented proof indicates that the house played a significant role in the history of Howey-in-the-Hills, Lake County, or the State of Florida.

**POLICY 1.6.3:** ***Technical Assistance.*** The Town shall provide technical assistance to property owners of historically significant housing by supporting applications pursuing historical designations on the Florida Department of State Master File and the National Register of Historic Places. The Town shall also promote the rehabilitation of historically significant structures through assistance with grantsmanship functions and coordination with State technical services available for such activities.

**POLICY 1.6.4:** ***Rehabilitation or Relocation of Historic Structures.*** Criteria pertaining to the rehabilitation or relocation of a designated historic structure shall follow the U.S. Secretary of the Interiors "Standard for Rehabilitation and Guidelines for Rehabilitating Historic Buildings." Additional criteria for approving the relocation, demolition, or rehabilitation of a historic structure shall follow provisions consistent with Florida State Statutes.

**POLICY 1.6.5:** ***Lake County Historical Society.*** The Town shall continue to assist the Lake County Historical Society in its efforts to provide information, education and technical assistance relating to archeological sites and historic preservation programs and to assist in preparation of any needed regulations.

**POLICY 1.6.6:** ***Useful Life of the Existing Housing Stock.*** The Town shall encourage the extension of useful life of the existing housing stock, as well as improve and stabilize neighborhood quality.

**POLICY 1.6.7:** ***Florida Master Site File.*** The Town shall use the *Florida Master Site File* as a resource to identify archeological resources and historically significant structures.

**OBJECTIVE 1.7:** ***Neighborhood Stabilization.*** Establish principles and guidelines to eliminate substandard housing, regulate demolition, and improve quality of existing housing, and support neighborhood character.

**POLICY 1.7.1:** ***Demolition of Housing.*** To protect the useful life of existing housing, and to preserve the availability of affordable housing, the Town shall regulate the demolition of housing through its permitting program to review the merits of all proposed demolitions. The Town shall evaluate demolition applications predicated on its contribution to the improvement of public health, safety, and welfare, and to the preservation and stabilization of the surrounding neighborhood. No housing unit shall be demolished without issuance of a demolition permit.

**POLICY 1.7.2:** ***Promote Maintenance of Housing.*** The Town shall continue to enforce building and housing codes; and enforce construction, electrical, septic and plumbing requirements to maintain the quality of existing housing stock and to protect public health and safety.

**POLICY 1.7.3:** ***Provide Supportive Services and Facilities.*** The Town shall assure that necessary potable water, sanitary sewer, solid waste collection, and drainage facilities are available for residential areas through the annual update of the Town's Concurrency Management System. The Town shall also coordinate with Lake County, the State of Florida, and the private sector to plan for facilities and services that cannot be provided within Howey-in-the-Hills due to the regional nature or economy-of-scales associated with the provision of such facilities and services.

**POLICY 1.7.4:** ***Elimination of Substandard Housing Conditions.*** The Town shall not allow housing to deteriorate to a state qualifying conditions as substandard by enforcing building and housing codes, as well as other building requirements discussed in Policy 1.7.2. The Town shall continue to inspect housing units for compliance with building and zoning requirements and rules stipulated within the Land Development Regulations upon receipt of a written or verbal complaint filed with the Town Clerk.

**POLICY 1.7.5:** ***Structural and Aesthetic Improvement.*** Land development regulations controlling the aesthetic qualities of residential structures shall be uniformly applied and enforced without any distinction as to whether a building is a conventionally constructed or manufactured building and shall be consistent with Florida Statutes.

**POLICY 1.7.6:** ***Federal and State Funding.*** The Town shall continue to seek federal and state funding for housing subsidy programs and the rehabilitation and/or demolition of identified substandard housing.

**OBJECTIVE 1.8:** ***Displaced Persons***. The Town shall require that persons displaced by actions of governmental agencies are provided fair and uniform treatment consistent with Florida Statutes.

**POLICY 1.8.1:** ***Relocation of Housing Due to Removal or Demolition.*** No projects scheduled within the *Five-Year Capital Improvements Program* and *Schedule* will require land occupied by existing housing stock. However, if an unanticipated need arises where housing must be

destroyed to provide right-of-way or land for a public facility or service necessary to protect or enhance public health, safety, and welfare, the Town shall require the entity, whether public or private, removing such structures to assist in the relocation of displaced households to homes within the incorporated or unincorporated areas of Lake County.

**POLICY 1.8.2:** ***Housing Relocation Funds.*** The Town shall pursue funds from the Federal Housing Relocation Program, administered by the Department of Housing and Urban Development, to financially assist the relocation of displaced households. The Town shall also coordinate with Lake County and the private sector to assure the availability of comparable or improved housing for those requiring relocations.

**POLICY 1.8.3:** ***Private Sector Initiated Housing.*** The Town shall require developers initiating public housing for very low, low, and moderate income household which are financed (in part or completely) with Federal or State grants or loan assistance to assume full fiscal responsibility for obtaining temporary or permanent housing for households displaced by such construction activities.

**POLICY 1.8.4:** ***Compliance with State Statutes.*** The Town shall ensure that requirements of State Statutes are met when property is taken, whether for relocation, or for other reasons.

**POLICY 1.8.5:** ***Relocation Housing Verification.*** The availability of relocation housing shall be researched and verified by Town Staff prior to commencement of any governmental residential revitalization program enacted for the Town.

**OBJECTIVE 3-1-.9:** ***Housing Implementation Programs and Strategies.*** To establish mechanisms to improve the implementation of housing programs.

**POLICY 1.9.1:** ***Development Review Process.*** The Town's development review process shall be efficient and equitable with a reasonable review schedule and timeframe assuring that development occurs in compliance with concurrency requirements, building and construction codes, subdivision regulations, infrastructure performance requirements, and other rules and principles. The Land Development Regulations shall clearly explain all procedures and stages involved in the development review process, administration and enforcement activities and responsibilities of the Town, responsibilities of an applicant of development, opportunities for

public participation, all responsibilities and duties of citizen boards, and an appeal process available to an applicant in cases involving a dispute with the Planning and Zoning Committee.

The Development Review Process shall be compatible with State statutes pertaining to the review and issuance of development orders, public participation procedures, and advertisement of public meetings and workshops.

**POLICY 1.9. 2:** ***Administer Housing Codes and Development Regulations.*** The Town shall annually evaluate (by the month of March) the effectiveness of its housing code enforcement program and the adequacy of all Town construction codes. Where such evaluation identifies an inadequate codes or enforcement procedures, the Town shall improve the regulatory and permitting processes to promote public health, safety, and welfare, and to maintain the desired character of neighborhoods and a small Town image.

**POLICY 1.9. 3:** ***Intergovernmental Coordination.*** The Town shall coordinate housing issues, concerns, and problems with other relevant State, Federal, and local agencies pursuant to policies stipulated within the I*ntergovernmental Coordination Element*.

**OBJECTIVE 1.10:** ***Special Population Groups.*** The Town shall continue to cooperate with other governmental agencies and any private organizations to ensure that the needs of special population groups are met.

**POLICY 1.10.1:** ***Community Development Block Grants.*** The Town shall cooperate with Lake County by participation in Community Development Block grants from HUD.

**POLICY 1.10.2:** ***Local, State and Federal Housing Programs.*** The Town shall encourage Lake County to utilize local, State and Federal housing programs to upgrade existing substandard units and to provide rental and mortgage assistance to very low, low, and moderate income and special needs groups.

**OBJECTIVE 1.11:** ***Green House Gas Emissions.*** The Town shall establish mechanisms to reduce greenhouse gas emissions and encourage the use of renewable resources in the design and construction of new housing.

**POLICY 1.11.1:** ***Green Development.*** The Town shall promote the highest feasible level of "green" development in both private and municipally-

supported housing. Green development specifically relates to the environmental implications of development. Green building integrates the built environment with natural systems, using site orientation, local sources, sustainable material selection and window placement to reduce energy demand and greenhouse gas emissions.

**POLICY 1.11.2:** ***Energy Efficiency.*** The Town shall require energy-efficient and water saving measures to be implemented in all new construction and redevelopment projects.

**POLICY 1.11. 3:** ***Energy Conservation Techniques.*** The Town shall promote energy conservation techniques such as Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.

**POLICY 1.11. 4:** ***Building Orientation.*** The Town shall encourage building orientation that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or small wind energy systems, to reduce the demand for electricity and reduce greenhouse gas emissions.

**POLICY 1.11. 5:** ***Orientation of Trees and Shrubs.*** Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapotranspiration and shade.

**POLICY 1.11. 6:** ***Florida Friendly Landscaping.*** Maximize natural areas and assets and incorporate Florida Friendly landscaping into development projects to reduce energy and water consumption.

| Chapter 4 - Public Facilities Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 2 | Table 1 | replaced population estimates and projections |
| 3 | 2 | removed sentences about contracting with local govts for Waste Water Treatment (WWT) |
| 3 | 2 | added Community Development District (CDD) WWT recipients |
| 3 | 2 | added CDD limited capacity and exploration of other WWT sources |
| 3 | 2 | removed 2 paragraphs about sanitary sewer facilities |
| 5 | 3 | removed references to Soils Map and FAC |
| 6 | 4 | revised sentence about interlocal agreements for WWT |
| 6 | 4 | added subdivision names receiving CDD WWT |
| 6 | 4 | removed paragraph about Central Lake CDD capacity |
| 6 | 4 | revised paragraph about future sources of WWT |
| 7 | 2 | removed paragraphs about 2015 population |
| 8 | 3 | changed year from "2035" to "2045" |
| 8 | 3 | changed amount of daily garbage expected and year from "2035" to "2045" |
| 8 | Table 3 | replaced table on Solid Waste Level of Service projections |
| 8 | 3 | removed sentence about using Lake County landfill and replaced with waste hauler |
| 9 | Table 4 | added Bishops Gate to table |
| 10 | 2 | revised paragraph about stormwater drainage |
| 10 | 2 | revised paragraph about additional drainage facilities to protect Little Lake Harris |
| 12 | 3 | deleted paragraph about Stormwater Master Plan underway |
| 13 | 2 | added sentence about North water plant |
| 13 | 2 | deleted paragraph about FDEP records indicating capacities |
| 13 | 2 | added paragraph about Central Avenue plant capacity |
| 13 | 2 | changed "20" to "40 pounds per inch" adopted level of service standard |
| 14 | 2 | removed paragraph section about master plan update in 2018 |
| 15 | E | revised paragraph about water conservation and no longer permitting treated water for irrigation |
| 17 | Policy 1.1.1 | deleted annual concurrency review in Capital Improvements Program |
| 19 | Policy 1.2.6 | added "Town shall consider other options for WWT" |
| 20 | Policy 1.5.3 | replaced information about Lake County landfills with contracted disposal services |
| 20 | Policy 1.5.4 | removed policy about solid waste programs with Lake County |
| 21 | Policy 1.5.5 | updated policy number |
| 21 | Policy 1.6.1 | removed policy about existing landfill deficiencies |

| | | |
|---|---|---|
| 21 | Policy 1.6.2.1 | updated policy number |
| 22 | Policy 1.8.3 | revised sentence regarding minimum storage capacity and updated year/gallons table |
| 22 | Polcy 1.8.4 | revised "20" to "40" pound |
| 22 | Objective 1.10 | deleted years |
| 24 | Policy 1.12.1 | replaced numbered list of potable water techniques and programs |
| 25 | Policy 1.12.2 | removed "delay future demand for alternative water supplies" |
| 25 | Policy 1.12.2 | added water efficient irrigation to bulleted list |
| 25 | Policy 1.12.2 | added bullet about distribution for non-potable water |
| 26 | Policy 1.12.10 | deleted policy about metering irrigation water uses |
| 27 | Policy 1.12 | updated subsequent policy numbers |
| 27 | Policy 1.13.1 | changed water supply work plan years to 2024-2033 |
| 28 | Policy 1.13.3 | deleted forthcoming District Water Supply Plan information |
| 28 | Policy 1.13.3 | added "amend comprehensive plan as required within 18 months of regional water supply plan" |
| 28 | Policy 1.13.3 | deleted South Florida Water Management District |
| 37 | | note about replacing maps |

# PUBLIC FACILITIES ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED APRIL 22, 2020

**PUBLIC FACILITIES ELEMENT**
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# CHAPTER 4
# PUBLIC FACILITIES ELEMENT

## A. INTRODUCTION

### 1. SCOPE OF THE ELEMENT

This *Element* has been prepared to meet the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes (F.S.). In relevant part, the Act requires comprehensive plans to describe:

1) sanitary sewer, solid waste, drainage, potable water, and aquifer recharge protection problems and needs;
2) ways to provide for future requirements; and
3) general facilities that will be required for solution of the problems and needs.

### 2. ORGANIZATION OF THE ELEMENT

This *Element* is divided into sections containing:

1) the applicable support documents, which are the technical reports summarizing the data and analysis on which the Element is based; and
2) the goals, objectives, and policies for the Element, as adopted in the Comprehensive Plan for the Town.

The support documents are presented as sub-elements for the different types of facilities in the *Element*. Each sub-element includes:

1) background information about relevant terms, concepts and regulatory provisions;
2) a survey of existing conditions; and,
3) an assessment of existing and future needs and recommendations for meeting those needs.

Population estimates were derived from the *Future Land Use* and *Housing Elements* and are presented in Table 1 below.

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

~~POPULATION PROJECTION~~
~~HOWEY-IN-THE-HILLS, FLORIDA~~

| ~~Year~~ | ~~Resident~~ | ~~Seasonal~~ | ~~Total~~ |
|---|---|---|---|
| ~~2010~~ | ~~1098~~ | ~~110~~ | ~~1208~~ |
| ~~2015~~ | ~~1106~~ | ~~111~~ | ~~1217~~ |
| ~~2020~~ | ~~1604~~ | ~~160~~ | ~~1764~~ |
| ~~2025~~ | ~~1925~~ | ~~193~~ | ~~2118~~ |
| ~~2030~~ | ~~2118~~ | ~~212~~ | ~~2330~~ |
| ~~2035~~ | ~~2266~~ | ~~227~~ | ~~2493~~ |

TABLE 1: POPULATION ESTIMATES AND PROJECTIONS 2010 -2045

POPULATION PROJECTION
HOWEY-IN-THE-HILLS, FLORIDA

| Year | Resident | Seasonal | Total |
|---|---|---|---|
| 2010 | 1098 | 110 | 1208 |
| 2020 | 1643 | 160 | 1803 |
| 2025 | 1981 | 198 | 2179 |
| 2030 | 2459 | 221 | 2680 |
| 2035 | 2997 | 240 | 3237 |
| 2040 | 3535 | 283 | 3818 |
| 2045 | 4134 | 331 | 4465 |

Source: US Census, BEBR and TMH Consulting projections.

## B. SANITARY SEWER

### 1. INTRODUCTION

This section of the *Infrastructure Element* assesses the availability, demands, and needs of sanitary sewer in Howey-in-the-Hills. This section also presents an analysis of the soils found in Howey-in-the-Hills as they correspond to the suitability to support the use of septic tanks in Town.

## 2. EXISTING CONDITIONS

The Town understands that future development and redevelopment will require the provision of wastewater ~~devices~~ service. Accordingly, Howey-in-the-Hills has adopted an interlocal agreement with neighboring local governments to provide wastewater treatment to future developments in the Town ~~The Town will own the collection system~~ and development within the Town's Chapter 180 Utility Service Boundary ~~and will contract with neighboring local governments to provide wholesale wastewater treatment to designated areas. The Town understands these will need to be established prior to approving future development or redevelopment. Howey-in-the-Hills has also established a wastewater impact fee to aid in the provision of this essential service.~~

It is important to note that the Central Lake Community Development District (CDD) currently provides wastewater treatment for the Lake Hills School in Howey-in-the-Hills, Talichet Subdivision, and the Venezia South residential development and will provide wastewater treatment for ~~three new~~ The Reserve development (~~the Mission Rise, The Reserve, and Venezia North~~ Talichet) ~~that are~~ currently ~~in development review~~ under construction. The Town ~~is also working on~~ has completed a program to retrofit Central Avenue with sanitary sewer serving the core commercial area of the Town. The Town will own and maintain the collection system (mains, lift stations, etc.) within the Town limits. ~~This provision of services was established through an interlocal agreement which is further described in the *Intergovernmental Coordination Element*~~. The CDD has stated that only limited treatment capacity is available in their current facility beyond the commitments already made unless the plant is expanded. Thus, the Town continues to explore other options for the provisions of sewer service ranging from the use of package treatment plants, to construction of a town-owned wastewater treatment plant, to contracting for service from nearby local governments and additional purchased service from the CDD.

~~Regarding sanitary sewer facilities, the only current demand on the Central Lakes CDD wastewater treatment facility is the Lake County public school in Howey and the Venezia South development. The existing level of service provided by the sanitary sewer facilities is estimated at 250 GPD/ERU as outlined in the agreement between the Town and the Central Lake CDD.~~

~~With regard to sanitary sewer capacity, the Central Lake CDD received capacity reservation fees from the three Planned Unit Developments in order to expand its treatment capacity to .87 MGPD. The balance of the wastewater treatment capacity expansion remains as excess capacity in place for when the Howey planned unit developments require treatment capacity.~~

Septic tanks will provide sanitary sewer service to development locating on a lot not less than 15,000 square feet (i.e., ¼ of an acre) if the soils have been determined adequate for the use of septic tanks. The minimum size for septic tanks in Town is 750 gallons. Such

systems must provide service consistent with the adopted level of service standards and meet the guidelines established by the Lake County Health Department.

Effluent from septic tank systems is discharged to the drain field where it can percolate into the soil. Soil permeability and depth to the water table are limiting factors on septic tank performance.

The *Federal Water Pollution Control Act* (PL 92-500) is the controlling national legislation relating to the provision of sanitary sewer service. The goal of this *Act* is the restoration and/or maintenance of the chemical, physical and biological integrity of the nation's waters. The *Act* established the national policy of implementing area wide waste treatment and management programs to ensure adequate control of sources of pollutants.

The Florida Department of Health and Rehabilitation Services (DHRS) regulates septic tank and drain field installation within the state. These requirements have been adopted by rule in Chapter 10D-6, F.A.C.

The Lake County Health Department regulates and approves septic systems within the Town. A percolation test and studies of the soil are used to determine size, siting, and type of individual systems.

The Town ensures that the following guidelines regarding septic tank locations are enforced during the development review process:

- 200 feet from sewage disposal system to any public water well.
- 75 feet from any sewage disposal system to any private water well.
- 75 feet from the high water line of any lake, canal, stream, or other body of water. Lots created prior to 1972 require 50 feet from the high water line of any surface.
- 10 feet from any water main or service line installed below the ground.
- 5 feet from the property line and building foundations; and
- Septic tank inlet shall be within 15 feet of plumbing stub out.

Additionally, limitations are in effect relating to the size of the facilities to be constructed (i.e., number of bedrooms) including the projected volume of waste as compared to the size of the property upon which construction is to occur.

Currently, the Town does not have a systematic monitoring of septic systems. System checks are done on a compliance basis.

### 3. SOILS

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

There are a variety of soil types in Howey-in-the-Hills ~~(see the Town's *Soils Map*)~~. The general descriptions of the soils in the Town are found below in Table 2 ~~[9J-5.011(1)(f)(4), F.A.C.]~~. All upland soils are suitable for development and show little limitation for the use of septic tanks.

**TABLE 2: SOILS**

| Map Unit Name | Hydric Soil | Drainage Class | Steel Corrosion | Concrete Corrosion | Acres |
|---|---|---|---|---|---|
| Anclote and Myakka Soils | Yes | Very Poorly Drained | High | Moderate | 0.21 |
| Apopka Sand | No | Well Drained | Moderate | High | 31.28 |
| Arents | No | Somewhat Poorly Drained | Unranked | Unranked | 83.35 |
| Borrow Pits | Partially Hydric | Unranked | Unranked | Unranked | 2.78 |
| Candler Sand, 0 to 5 Percent Slopes | No | Excessively Drained | Low | High | 698.59 |
| Candler Sand, 12 to 40 Percent Slopes | No | Excessively Drained | Low | High | 3.16 |
| Candler Sand, 5 to 12 Percent Slopes | No | Excessively Drained | Low | High | 259.16 |
| Immokalee Sand | Partially Hydric | Poorly Drained | High | High | 7.31 |
| Kendrick Sand, 5 to 8 Percent Slopes | No | Well Drained | Moderate | High | 6.24 |
| Lake Sand, 0 to 5 Percent Slopes | No | Excessively Drained | Low | High | 114.40 |
| Lake Sand, 5 to 12 Percent Slopes | No | Excessively Drained | Low | High | 12.98 |
| Lochloosa Sand | No | Somewhat Poorly Drained | High | High | 5.20 |
| Myakka Sand | Partially Hydric | Poorly Drained | High | High | 85.87 |
| Ocoee Mucky Peat | Yes | Very Poorly Drained | High | High | 4.11 |
| Oklawaha Muck | Yes | Very Poorly Drained | High | Low | 6.14 |
| Placid and Myakka Sands, Depressional | Yes | Very Poorly Drained | High | High | 17.30 |
| Pompano Sand | Partially Hydric | Poorly Drained | High | Moderate | 8.62 |
| Sparr Sand, 0 to 5 Percent Slopes | No | Somewhat Poorly Drained | Moderate | High | 14.50 |
| Swamp | Yes | Very Poorly Drained | Unranked | Unranked | 53.97 |
| Tavares Sand, 0 to 5 Percent Slopes | No | Moderately Well Drained | Low | High | 278.99 |
| Water | Unranked | Unranked | Unranked | Unranked | 281.87 |

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

Source: U.S. Department of Agriculture, Natural Resources Conservation Service's Orange County Soils Geographic Information Systems database March 2010.

## 4. ANALYSIS

As previously noted, there are agreements in place for wastewater treatment for certain properties in the ~~development review process~~ Town and discussions ~~with neighboring cities to enter interlocal agreements for future wastewater treatment provisions~~ are ongoing regarding the treatment options aside from the Central Lake CDD. The Central Lakes Community Development District ~~also~~ currently treats the wastewater from the one public school in Howey-in-the-Hills, the Venezia and Talichet subdivisions, Central Avenue, and Boondocks restaurant complex. The CDD is also committed to serve The Reserve development on south SR 19 and has extended an offer to treat wastewater from the Lake Hills residential project. The Town understands the need to continue to analyze the appropriateness and feasibility of wastewater treatment options for future growth

The soils in Town are overall suitable for septic tanks. The Town shall continue to prohibit septic tanks to be located in environmentally sensitivegraph areas or within 200 feet of a public potable water well or within 75 feet of a private potable water well. The Town shall also continue to enforce the water and sewer concurrency standards

~~The Central Lake CDD has the capacity to treat the wastewater that will be generated by the three planned unit developments and the Lake County public school. The off-site improvements for connection to the wastewater treatment facility have been designed and constructed. Each development will design and construct the collection systems for their developments and the Town will own and maintain the collection system. This will ensure capacity for these developments through the planning period~~

For future growth in the Town and in the Town's Utility Service Area for the long-range planning period, wastewater treatment will be provided ~~through interlocal agreements with surrounding local governments. Both the City of Groveland and the City of Leesburg have surplus capacity that is available. The current wastewater agreements provide the necessary treatment for the projected population over the long-range planning period. The anticipated wastewater agreements to serve beyond the planning period will be in place prior to the approval of any final development orders for growth beyond the 1,528 residential units and 385,000 square feet of commercial development~~ from a combination of sources including the CDD and options ranging from construction of a Town-owned treatment plant, to purchase of capacity from other local governments, to the use of package plants to meet interim needs.

# C. SOLID WASTE

## 1. INTRODUCTION

Solid waste is defined as "any garbage, refuse, sludge...and any other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from residential, industrial, commercial, mining, and agricultural operation, and from community

activities". Hazardous waste is defined as "a solid waste, or combination of solid waste which because of its quantity, concentration, or physical, chemical, or infectious attributes, may:

(a) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, or

(b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed" (U.S.C. 6903 (5)).

This section of the *Public Facilities Element* assesses the Town's needs for solid waste disposal and the adequacy of the existing disposal method.

## 2. EXISTING CONDITIONS

The Town provides twice weekly curbside garbage collection through a contract with a private hauler. In 2009, Lake County completed the construction of the landfill cells that are anticipated to handle the demand over the short term. Lake County also has planned expansions, permitted through FDEP that will provide sufficient capacity through the long term.

Lake County maintains and operates 5 residential drop-off (RDO) facilities throughout the County and a Citizen Convenience Center at the Astatula Landfill where residents can self-haul their solid, hazardous, recycling materials and special wastes. Special wastes consist of used motor oil, furniture, waste tires, white goods, and electronic wastes. Each RDO handles different amounts and types of waste depending on its size and location. Collectively, they receive on average 3,000 tons per year. The Citizen Convenience Center at the Astatula Landfill is the closest RDO to the Town.

~~The Town's population in 2015 was 1,217 (BEBR) With 565 solid waste customers, that would equate to 2.15 persons per household. (The 2010 Census estimated the number of persons per household in Howey-in-the-Hills was 2.42) Using the 2.15 persons per household, and the average of 4.14 pounds of solid waste per customer per day, each person in Town generated an average of 1.93 pounds per day. The Town's adopted level of service for solid waste is a maximum of 6 pounds per person per day. So, the current LOS of 1.92 pounds per day meets the Town's adopted concurrency standard~~.

~~The Town shall continue to cooperate with the County to comply with the latest State regulations regarding the disposal of solid waste. The Town Clerk is the Town liaison with the County~~.

## 3. ANALYSIS

As previously noted, the solid waste generated in Town is currently meeting the adopted level of service standard of 6 pounds per person per day. the Town has assessed the projected solid waste needs based on the ~~2035~~ 2045 population projections.

The adopted solid waste level of service is 6 pounds per person per day. As such, the Town is expected to generate about ~~15,000~~ 27,000 pounds a day of garbage in ~~2035~~ 2045 (see Table 3). The Town shall continue to monitor the adopted LOS standards through the annual concurrency review and identify and address all deficiencies during the planning period.

~~**TABLE 3: SOLID WASTE LEVEL OF SERVICE PROJECTIONS, 2020-2035**~~

| ~~Year~~ | ~~Population~~ | ~~Adopted LOS Standard~~ | ~~Pounds per Year~~ | ~~Pounds per Day~~ |
|---|---|---|---|---|
| ~~2020~~ | ~~1,764~~ | ~~6 pounds per person per day~~ | ~~3,863,160~~ | ~~10,584~~ |
| ~~2025~~ | ~~2,118~~ | ~~6 pounds per person per day~~ | ~~4,638,420~~ | ~~12708~~ |
| ~~2030~~ | ~~2,330~~ | ~~6 pounds per person per day~~ | ~~5,102,700~~ | ~~13,980~~ |
| ~~2035~~ | ~~2,493~~ | ~~6 pounds per person per day~~ | ~~5,459,670~~ | ~~14,958~~ |

**TABLE 3: SOLID WASTE LEVEL OF SERVICE PROJECTIONS, 2025-2045**

| Year | Population | Adopted LOS Standard | Pounds per Year | Pounds per Day |
|---|---|---|---|---|
| 2025 | 2179 | 6 pounds per person per day | 4,772,000 | 13,074 |
| 2030 | 2680 | 6 pounds per person per day | 5,869,200 | 16,080 |
| 2035 | 3237 | 6 pounds per person per day | 7,089,000 | 19,422 |
| 2040 | 3818 | 6 pounds per person per day | 8,361,400 | 22,908 |
| 2045 | 4465 | 6 pounds per person per day | 9,778,400 | 26,790 |

Sources: Town of Howey-in-the-Hills and TMH Consulting, Inc., March 2010.

~~Like all local governments in Lake County, Howey-in-the-Hills uses the Lake County landfill for its solid waste needs~~. The Town's waste hauler is responsible for arranging disposal, but currently uses the county landfill as the primary location. At the current time, the Town has no plans to change its solid waste collection methods. The Town shall continue to cooperate with the County on recycling efforts. There is sufficient capacity to support the Town's solid waste disposal needs through the end of the planning period.

Hazardous wastes are corrosive, toxic, flammable, or reactive substances that may harm public health and the environment. Some examples of hazardous wastes are motor oil, paints, pesticides, fluorescent light bulbs, and pool chemicals. Hazardous wastes are collected at the Household Chemical Collection Center, near the Phase II landfill, or at the residential drop-off facilities. The County also operates a mobile hazardous waste disposal unit. The 302 Facilities in Town are presented in Table 4 below. A detailed inventory of

the facilities with small quantity generators in and/or adjacent to the Town is available from the County.

**TABLE 4: 302 FACILITIES IN TOWN**

| SERC ID | Facility Name |
|---|---|
| 5817 | Silver Springs Citrus |
| 8283 | Town of Howey-in-the-Hills – Well 2 |
| 8444 | Bella Vista Golf and Yacht Club (Bishops Gate) |
| 23119 | Town of Howey-in-the-Hills – Well 2 |

Source: East Central Florida Local Emergency Planning Committee Hazardous Materials Emergency Response Plan 2008 Current Revision.

The Town has no hazardous waste landfill or any hazardous waste management personnel. No system for household collection of such waste has yet been established, however as County regulations are formulated, the Town will comply and citizens are urged to use County facilities and collection days.

## D. DRAINAGE

### 1. INTRODUCTION

Drainage is the conveyance, treatment and attenuation of water generated from storm events. Drainage systems are designed to safely and efficiently manage stormwater to reduce the threat to human safety and property from flooding caused by stormwater. The adequacy and efficiency of a drainage system depends upon variables such as:

- system capacity,
- intensity and duration of a storm event,
- topography, and
- soil permeability, and level of the water table.

Drainage systems designed to accommodate stormwater from a rainfall event of average intensity and duration may be unable to accommodate stormwater generated by an exceptionally intense or long rainfall event. These variables, as well as physical limitations such as elevation and available land, and cost are considered in the planning of drainage systems.

This section addresses major natural drainage features, existing facilities and programs, and opportunities for stormwater management in Howey-in-the-Hills.

## 2. EXISTING CONDITIONS

The Town regulates and enforces stormwater drainage through its Land Development Regulations and the concurrency requirements of this *Comprehensive Plan*. The Town has established the minimum drainage level of service standard for water quality as:

| Facility Type | Pollution Abatement Treatment |
|---|---|
| Retention with Percolation or Detention with filtration | Runoff from first inch of rainfall or one-half inch of runoff if it has less than 50% impervious surface and less than 100 acres, whichever is greater |
| Detention without filtration or wet detention | The first inch of runoff from the site or 2.5 inches times the site's impervious surface, whichever is greater |

In addition, the Town's land development code requires that stormwater management systems be designed based on the 10-year, 24-hour storm at minimum, but must also address the effects of the 25-year, 24-hour storm.

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

Increased development and land coverage could increase the need to construct additional drainage facilities to protect Little Lake Harris from nutrient runoff. Drainage problems do exist with stormwater runoff believed to be discharging directly into Little Lake Harris. The Town has ~~received one grant to install~~ constructed a baffle box near the boat ramp to collect materials and allows for sediment removal before the water gets to the lake. ~~The Town intends to apply for similar grants in the future~~. ~~Most of this runoff is a result of the construction of State Road 19 through Howey-in-the-Hills years ago. There are no major flooding problems associated with stormwater runoff~~. The Town has obtained additional grant funds to supplement Town funds in addressing other localized water quality and drainage improvements.

Level of service standards established in the *Comprehensive Plan* will continue to remain consistent with State statutes pertaining to the performance of drainage systems. The

Town ensures the provision of adequate stormwater drainage systems through the development review process. Permits are also required from all applicable State, Federal, and local agencies with regard to stormwater. No development is approved or is allowed to begin construction until all such permits are received by the Town.

The guidelines established in the Town's Land Development Regulations are consistent with the applicable stormwater drainage requirements of the County, State, and Federal agencies. The Town's drainage facilities are operated (maintained) by Town staff or by Homeowners' Associations.

The Town is situated in the Ocklawaha River watershed in the Howey Slough, Lake Harris and Eustis, Little Lake Harris, and Little Everglades drainage basins. The Ocklawaha River watershed covers 2,769 square miles from the Green Swamp in Polk County and Lake Apopka sub-basins north through the Rodman Reservoir to the river's discharge into the St. Johns River near the town of Welaka. Along the way the river receives water from Silver Springs via Silver River and Orange Creek. It is the largest tributary watershed of the St. Johns River.

The Town lies on the Lake Wales Ridge, a physiographic high that has a high potential for aquifer recharge to the Floridan Aquifer. There is little topographic relief within the Town (90 feet). The upper limit is approximately 150 feet above sea level and drops to near 60 feet at Little Lake Harris. Neither differential creates serious problems in the Town. An extract of the U.S. Geological Survey topographical map is featured on the Town's *Contour Map*.

Palm Avenue (State Road 19) has storm sewers along both sides of the street with sewer openings approximately every 200 feet. The concrete pipe carrying stormwater measures 15" inside diameter. Additional stormwater openings are located at the following intersections with Lakeshore Drive:

- East Croton Way
- East Laurel Avenue
- East Magnolia Avenue
- East Pine Street
- East Oak Street
- East Central Avenue
- East Myrtle Street
- East Lakeview Avenue

Stormwater enters these sewer openings and is believed to exit directly into Little Lake Harris further down the slope to the east. The remaining stormwater percolates into the soil or runs over the surface to the lowest point, Little Lake Harris. These systems were constructed several decades ago, and the Town does not have access to those construction plans. As such, information on the design capacity of the system is unknown.

There is a 4'x 25'x100' retention basin behind the post office located on West Central Avenue. This system was designed to capture the stormwater runoff from the impervious surfaced parking lot in front of the building.

There has been no backup of the system from Palm Avenue down toward Lakeshore Blvd. during precipitation events in the past 25 years. There has also been no flooding in Town.

### 3. ANALYSIS

The Town requires that all new development provide evidence to show that level of service (LOS) ratings in stormwater conveyances serving the new development will not be degraded to an LOS lower than currently exists as a result of the new development's construction and stormwater runoff contribution.

The Town is concerned about the stormwater runoff into Little Lake Harris. As stated earlier, the Town was awarded a grant to address this issue and plans to install additional improvements as funds become available. Howey-in-the-Hills shall also work with Lake County in an educational and enforcement program regarding measures to conserve and protect the water quality of Little Lake Harris.

Due to the terrain which slopes towards Little Lake Harris, run-off in the eastern areas of Town quickly enter the lake. As such, Lakeshore Blvd. is subject to heavy silting after storms. To preserve and restore the water quality of Lake Little Harris, a berm and swale drainage facility parallel to the shoreline would retard flow and catch soils and contaminants carried by runoff.

~~A Stormwater Master Plan for the Downtown area is currently underway. This Plan will address current and future stormwater needs as development and redevelopment occurs along Central Avenue and State Road 19 and down to Little Lake Harris~~.

The Town shall continue to enforce the stormwater standards established in the Town's Land Development Regulations and this *Comprehensive Plan*. Once the *Downtown Stormwater Master Plan* is completed, projects will be included in the Town's *Capital Improvements Program* as funds become available.

## E. POTABLE WATER

### 1. INTRODUCTION

The source of Howey-in-the-Hills's potable water is the Floridan Aquifer. The Town's potable water system provides water for both residential and non-residential purposes, including fire-fighting demands.

This section presents the existing conditions and capacity of the water treatment, storage, and distribution components in the system, calculates the current level of service, and uses it to determine future growth demand on the potable water system.

## 2. EXISTING CONDITIONS

The Town's water system consists of two water plants located approximately one mile apart with a total of three active wells, one out-of-service well, one 500,000-gallon ground storage tank and one 15,000-gallon hydropneumatic tank. The elevated storage tank remains in place but is not active.

The oldest water plant is located on Central Avenue west of State Road 19 in the central part of town. The roughly triangular-shaped parcel upon which this plant is located is bounded on the east by Grant Street, on the south by West Central Avenue and on the north by Lake Illinois.

The second water plant is located in the north part of town at the intersection of State Road 19 and County Road 48 and is referred to as the "North plant". The North plant is in the process of being replaced with two new wells, treatment capacity and storage at a site adjacent to the current north plant.

~~Florida Department of Environmental Protection records indicate that the design capacities for two plants are 1.8 million gallons per day (mgd) 0.72 mgd respectively, for a combined design capacity of 2.52 mgd. In 2017 the system pumped 314,000 gallons on the average day and the peak day in March was 792,400 gallons. The Town holds a current consumptive use permit for 10 MGD and is the process of amending its CUP as the Town current supplies volumes in excess of this level with consumption reaching 12 MGD.~~

The Central Avenue Plant includes wells 2 and 4 with a capacity of 1.8 mgd and pumps about 310,000 gallons on an average day. This plant includes a 500,000-gallon ground storage tank. Well 1 is not currently active. The north plant includes well three with a capacity of 0.72 mgd and pumps about 120,000 gallons per day. The Central Avenue plant draws from the upper Floridan Aquifer. The new north plant will include wells 5 and 6 and draw from the lower Floridan Aquifer. The new plant will have a capacity approximately the same as the Central Avenue Plant including an additional 500,000-gallon ground storage tank. The Town's consumptive use permit (CUP) allows the Town to draw up to 328.5 million gallons annually or about 900,000 gallons per day. Current usage per day is about 48% of the maximum daily use allowed by the CUP.

The Town's Public Works Department is responsible for ensuring the minimum line pressure is maintained or exceeded. Digital electronic pressure recording devices monitor and record pressure readings. In addition to these measures, electronic pressure monitors that display the distribution pressure 24-hours-per-day are located at the water production facilities. The Town is currently meeting the ~~20~~ 40 pounds per inch adopted level of service standard.

The Town provides water for all residential and non-residential uses within the Town limits as well as within its Utility Service Area (see the Town's *Utility Service Area Map).* There

are no private water treatment plants in Town. There are 2 private wells for the Mission Inn complex located in the unincorporated enclave surrounded by the Town along County Road 48. The one well is used for irrigating the golf course and the other well is for drinking water. The Town has enacted an ordinance to prohibit the installation of any new private wells for drinking ~~or watering vegetation~~. The Town requires all new subdivision developments to tie into the Town's water system. There are no records indicating the number of private wells in the Town since no permits were required if wells were less than 4 inches in size. A large percentage of the private wells are under this size. Those private, commercial, or agricultural wells that may exist and may be in use are not connected to, nor are they intended or allowed to be connected to the Town's water distribution system.

The Town has periodically made improvements to the potable water system and is now in the process of replacing the north wells and treatment plant. ~~doing a comprehensive evaluation and master plan update including full modeling. The plan update is expected to be completed in late 2018 and will provide recommendations for system improvements. Once complete, this study will be used to identify prioritized projects for inclusion in the capital improvements program.~~

## 3. ANALYSIS

The Town will continue to be the supplier of potable water within the Town limits as well as within the Town's Utility Service Area. The Town will also continue to monitor and maintain the potable water services provided in the Town's Utility Service Area during the planning period.

The Town shall continue to enforce the guidelines established in the Town's Cone of Influence and Wellhead Protection Areas. The Town's Wellhead Protection Areas are featured on the Town's *Existing Land Use Map* and *Future Land Use Map*.

The Town shall continue to promote the following principles of xeriscape landscaping to be used for new developments or for new houses in older portions of the Town:

- appropriate planning and design.
- use of soil amendments.
- efficient irrigation.
- practical turf areas.
- use of drought tolerant plants.
- use of mulches; and
- appropriate maintenance.

The Town shall continue to work with Lake County and the St Johns River Water Management District to encourage water conservation through a combined program of public education and plumbing and irrigation system retrofits and refinements.

The Town shall continue to enforce the standards established in the adopted *Water Conservation Ordinance* and *Landscaping Ordinance* as strategies to conserve water in the Town's Utility Service Area. ~~Additionally, the Town has adopted an inclined block rate structure in order to provide a financial incentive to its customers to conserve water.~~ The Town no longer permits the use of treated water for irrigation purposes. All new developments are required to include an irrigation system to accommodate re-use water, and when re-use water is not available, the development is required to provide an alternate source of water for irrigation use.

In order to meet long-term needs, the Town will need to make adjustments to the water supply and distribution system as well as increase its consumptive use permit. The ongoing potable water master plan will provide the specific guidance on improvements necessary to meet future demands.

## F. NATURAL GROUNDWATER AQUIFER RECHARGE

### 1. INTRODUCTION

Recharge is a process whereby rainfall percolates downward through the soil to reach the underlying aquifers. Indicators which help to identify recharge areas are soil type, texture, slope, and land use. Water percolates more efficiently through soils with coarse texture than through clay and organic textured soils.

The slope and land use affect the length of time that water is retained. Therefore, these factors affect how much water will percolate or run off the surface. If land is covered by impervious surfaces such as buildings, parking lots and roads, then little recharge can occur. Lateral seepage must occur under these areas for any recharge function to exist. Recharge can be preserved either through land use intensity controls or design requirements for maintaining or improving recharge.

The geology in Lake County is similar to other areas in Central Florida. At the surface are deposits of sands. These sands grade to finer materials and contain more silts and clays with depth. These surficial deposits range in thickness from a few feet to hundreds of feet. Underlying the sands in most areas of the County is a confining bed of clay. These clays are generally considered a part of the Hawthorn formation. Below the clay are thick sequences of carbonate rocks -- limestone, dolomitic limestones, and dolomite.

The St Johns River Water Management District has designated a large portion of Lake County as a "Priority Water Resource Caution Areas". These are areas where existing and reasonably anticipated sources of water and conservation efforts may not be adequate (1)

to supply water for all existing legal uses and reasonably anticipated future needs and (2) to sustain the water resources and related natural systems.

The Floridan aquifer is the principal source of drinking water for Lake County. Most of the water in the Floridan aquifer is derived from the County's average annual rainfall of approximately 48 inches. The County's annual recharge rate to the Floridan aquifer averages about 7 inches per year (in/yr). Recharge rates range from as high as 20-30 in/yr or greater on the Lake Wales and Mount Dora Ridges to 0 in/yr in the area along the St. Johns River and the Ocala National Forest. Additional recharge also occurs through drainage wells drilled into the Floridan aquifer to dispose of excess surface water in Ocala and western Orange County. Recharge to the surficial aquifer system, and consequently to the FAS, is augmented locally by artificial recharge - wastewater land application, rapid-infiltration basins, and septic systems. The recharge rate in Howey-in-the-Hills and the surrounding area is 1 to 10 inches per year and the discharge rate is less than 1 inch per year.

**2. Analysis**

The Town enforces recharge provisions though the guidelines and standards established in this *Comprehensive Plan*.

The Town shall continue to protect the groundwater and aquifer recharge by enforcing the standards established in the Town's Cone of Influence and Wellhead Protection Areas. The Town shall also continue to protect and conserve the groundwater by restricting development on environmentally sensitive lands.

The Town's well drained sandy soils, lakes and ponds, wooded areas, and grassy yards contribute to water recharge. The larger residential lots also contribute to the water recharge in the area. The Town's stormwater regulations have been identified and discussed earlier and contribute to recharge.

There are no known groundwater recharge problems in Howey-in-the-Hills. The Town shall continue to protect the quality of groundwater recharge through enforcing the Town's Land Development Regulations. The quality of groundwater recharge shall also be protected by ensuring that all stormwater conveyances serving new development does not degrade the LOS lower than currently exists as a result of the new development's construction and stormwater runoff contribution.

The Town's Land Development Regulations and the *Goals, Objectives* and *Policies* in this *Comprehensive Plan* are adequate measures focused on the protection of the ground water and aquifer recharge in the Howey-in-the-Hills area.

## G. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

# GENERAL APPLICATIONS

**GOAL 1:** Assure provision of sanitary sewer, solid waste, potable water, and drainage facilities and services that efficiently maximize capacity of existing facilities, promote managed growth, protect public health and safety, and maintain environmental quality, with consideration to limited financial resources.

**OBJECTIVE 1.1:** ***Implement a Capital Improvement Schedule.*** The Town's *Five-Year Capital Improvement Schedule* established within the *Capital Improvements Element shall* adequately time improvement needs with available funding and location of development. This *Improvement Schedule* shall be consistent with public facility improvement needs identified within this *Comprehensive Plan*.

**POLICY 1.1.1:** ***Evaluation of Capital Improvement Schedule.*** The Town shall annually evaluate ~~(during the annual concurrency review established in the *Capital Improvements Element*)~~ the implementation of capital improvements proposed within the *Capital Improvement Program* and rank improvements according to priority of need.

**POLICY 1.1.2:** ***Criteria for Ranking and Evaluating Capital Improvements.*** Proposed Capital Improvement Projects shall be evaluated and ranked according to the following priority level guidelines:

1.) ***Indicated Need***: Implementation is needed to:
- Protect public health, safety, and environmentally sensitive natural resources;
- Comply with State or Federal requirements to provide facilities and services;
- Preserve or maximize the use of existing facilities; and
- Improve efficiency of existing facilities.

2.) ***Additional Facility Needs***: Implementation is needed to:
- Eliminate facility or capacity deficiencies for service provided to existing developed areas; and
- Extend facilities and expand capacities in a manner consistent with the Future Land Use Element goals, objectives, and policies and the Future Land Use Map.

3.) ***Adequate Funding***: Adequate Funding for a project shall be available prior to its commencement, and project cost shall not cause accrued debt obligation to exceed beyond the limits of the Town's debt capacity.

**POLICY 1.1.3:** ***Deficiencies of Capital Improvements.*** In the event deficiencies should develop in the provision of public facilities, the Town shall grant existing deficiencies priority among capital improvements scheduled within the *Capital Improvement Program*. The Town shall issue no development permits for new development that will result in an increase in demand on deficient facilities.

## SANITARY SEWER FACILITIES

**OBJECTIVE 1.2:** ***Assure Availability of Capacity.*** Assure that adequate sanitary sewer capacity is available to support demands generated by existing and new development during the planning period concurrent with the issuance of a development permit or at the time service will be demanded.

**POLICY 1.2.1:** ***Level of Service Standards.*** The Town hereby adopts the following level of service standard for sanitary sewer by which development shall be evaluated for demand generation:

Dwelling Unit - 120 gallons per day, per resident

**POLICY 1.2.2:** ***Minimum Design Capacity of On-Site Septic Tank Systems.*** The Town shall allow septic tanks that are designed in accordance with the criteria established and enforced by the Lake County Heath Department.

**POLICY 1.2.3:** ***Compliance with Levels of Service.*** During the development review process, the Town shall require new development and redevelopment projects to provide written evidence of compliance with the sanitary sewer level of service standards and with the minimum design capacity for on-site septic tank systems.

**POLICY 1.2.4:** ***Compliance with State and County Regulations.*** During the development review process, the Town shall require applicants for development orders or permits to demonstrate compliance with applicable State permit requirements for on-site septic tanks, as administered by the Florida Department of Health and Rehabilitative Services in conjunction with the Lake County Health Department.

**POLICY 1.2.5:** ***Concurrency Management System: Wastewater.*** The Town's *Concurrency Management System* shall be used as a measure to monitor the sanitary sewer system, evaluate compliance with the adopted level of service standards, and ensure consistency with the *Future Land Use Element* and *Future Land Use Map* in order to assure that septic tank systems, as well as any other sanitary sewer system which may be installed, comply with goals, objectives, and policies set forth herein. The *Concurrency Management System* shall be reviewed and updated to indicate current capacity conditions during the annual concurrency review.

**POLICY 1.2.6:** ***Provision of Wastewater Treatment.*** The Town shall maintain its agreement with the Central Lake Community Development District for the provision of sanitary sewer treatment services and coordinate with the Central Lake CDD on system capacities and connections. The Town shall consider other options for the provision of wastewater treatment in addition to honoring the CDD commitments.

**POLICY 1.2.7:** ***Wholesale Wastewater Treatments.*** The Town shall continue to monitor and enforce the guidelines provided in the wholesale wastewater treatment agreements established with the Central Lake Community Development District. The Town shall also provide coordination with any future wastewater treatment providers established within the Town's Utility Service Area Boundary.

**OBJECTIVE 1.3:** ***Deficiencies in Sanitary Sewer and Septic Tank Services.*** Identify and correct any deficiencies in the operation of sanitary sewer/septic tank systems.

**POLICY 1.3.1:** ***Identify and Correct Existing Deficiencies.*** The Town shall notify the Lake County Health Department of any complaints registered by citizens or businesses pertaining to any septic tanks not functioning properly. The Town shall request that the Lake County Health Department notify them of any septic tanks found not to be performing properly.

**OBJECTIVE 1.4:** ***Meet Future Demands.*** Provide additional facilities and capacities to meet demands generated by future development during the planning period.

**POLICY 1.4.1:** ***Establishing Interlocal Agreements with Wastewater Treatment Providers.*** The Town shall maintain its agreement with the Central Lake Community Development District for the provision of sanitary sewer treatment services and coordinate with the Central Lake CDD on system capacities and connections. The Town shall own and

maintain the collection system of such wastewater treatment facilities. The Town ~~may~~ shall also investigate the option of establishing its own wastewater treatment plant.

**POLICY 1.4.2:** ***Provision of Facilities.*** All development shall be required to have on-site sanitary sewer or septic tank services operating prior to the issuance of a certificate of occupancy.

**POLICY 1.4.3:** ***State Grant Funds.*** The Town shall continue to research available State grant funds applicable for infrastructure needs/feasibility studies for local governments.

## SOLID WASTE

**OBJECTIVE 1.5:** ***Assure Availability of Capacity.*** Assure that adequate solid waste collection and disposal capacities are available to support demands generated by existing and new development concurrent with the issuance of a development permit or at the time service will be demanded.

**POLICY 1.5.1:** ***Level of Service Standards.*** The Town hereby adopts a minimum level of service standard for solid waste collection services of 6 pounds per day per resident.

**POLICY 1.5.2:** ***Collection of Solid Waste.*** The Town shall annually evaluate the performance of services provided by commercial solid waste collection businesses which hold an established franchise agreement to provide such services to customers in Howey-in-the-Hills.

**POLICY 1.5.3:** ***Disposal of Solid Waste.*** The Town shall ~~continue to use Lake County landfills and the trash burning facility, or other County disposal facilities, through year 2025 for final disposal of solid waste~~ contract for the disposal of solid waste through the services of the Town's waste management provider.

~~**POLICY 1.5.4:** ***Coordinate Solid Waste Programs with Lake County.*** The Town shall coordinate with Lake County on an annual basis to:~~

~~a.) assure that Howey-in-the-Hills is allocated a proportional share of capacity in County-operated land fills, or other disposal facilities;~~
~~b.) reduce solid waste disposal levels through recycling programs administered by Lake County;~~
~~c.) offer assistance to Lake County in the management of hazardous waste as pursuant to State regulations (403.7265, F.S.).~~

**POLICY 1.5.~~5~~ 4:** ***Concurrency Management System: Solid Waste.*** The Town shall monitor performance of solid waste collection services, available capacities, and compliance with levels of service through its *Concurrency Management System*.

**OBJECTIVE 1.6:** ***Deficiencies in the Solid Waste Services.*** Identify and correct any deficiencies in the provision of solid waste collection and disposal facilities and services.

~~**POLICY 1.6.1:** ***Existing Landfill Deficiencies.*** The Town shall coordinate with Lake County to confirm the County's progress relating to alternative disposal facilities needed to replace the Astatula landfill.~~

**POLICY 1.6.~~2~~ 1:** ***Coordinate with Lake County Hazardous Waste Management.*** The Town shall coordinate with Lake County Environmental Utilities Department regarding hazardous waste management to reduce potential threat to public health and safety, and to environmental quality.

**OBJECTIVE 1.7:** ***Maximize Use of Existing Facilities.*** Prevent the formation of unauthorized dumping sites within the Town to maximize use of existing facilities and to protect public health and safety.

**POLICY 1.7.1:** ***Removal of Unauthorized Dumping Sites.*** The Town shall remove, or require landowners to remove, any unauthorized dumping sites that may gather on private property. The Town shall remove any unauthorized dump sites on public property.

## POTABLE WATER

**OBJECTIVE 1.8:** ***Assure Availability of Capacity.*** Assure that adequate potable water capacities are available to support demands generated by new development concurrent with the issuance of a development permit or at the time service will be demanded.

**POLICY 1.8.1:** ***Level of Service Standards.*** The Town hereby adopts the following overall potable water level of service standards by which development shall be evaluated for demand on the water system capacity and for demands generated by development:

Overall System Demand - 242.0 gallons per day per capita
Residential Uses: 150.8 gallons per day per resident

**POLICY 1.8.3:** ***Minimum Storage Capacity.*** ~~Minimum storage capacity of the Town water system shall provide the following gallons~~: The Town shall maintain adequate storage capacity to support the designated level of service for potable water and to meet the needs for fire flow and other system demands.

| ~~Year~~ | ~~Gallons~~ |
|---|---|
| ~~2010~~ | ~~500,000~~ |
| ~~2015~~ | ~~520,000~~ |
| ~~2020~~ | ~~530,000~~ |
| ~~2025~~ | ~~530,000~~ |

**POLICY 1.8.4:** ***Minimum Line Pressure.*** The Town potable water distribution system shall provide a minimum pressure of ~~20~~ 40 pounds per square inch (p.s.i.) to provide adequate service for potable water demands and to meet fire flow pressure requirements. Maximum pressure will not exceed 100 p.s.i.

**POLICY 1.8.5:** ***Compliance with Minimum Level of Service, Storage Capacity, and Line Pressure.*** The Town shall issue development orders or permits predicated on demonstrated compliance with the potable water level of service standards, minimum line pressure standards, and available storage capacity. All development or redevelopment projects, with regards to potable water, shall comply with all relevant federal, state, and local permit requirements.

**POLICY 1.8.6:** ***Concurrency Management System: Potable Water.*** The Town shall enforce the guidelines established in its *Concurrency Management System* regarding potable water facilities and services provided to the Town of Howey-in-the-Hills.

**OBJECTIVE 1.9:** ***Deficiencies in the Water System.*** Identify and correct any deficiencies in the water system, including storage and distribution facilities.

**POLICY 1.9.1:** ***Identify and Correct Existing Deficiencies.*** The Town shall evaluate available capacity and performance of the water system on an annual basis, during the Town's *Concurrency Management System* review.

**OBJECTIVE 1.10:** ***Meet Future Potable Water Demands.*** Provide additional facilities and capacities to meet water demands generated by future development during the short-range ~~(2011-2015)~~ and long-range ~~(2025)~~ planning period.

**POLICY 1.10.1:** ***Mandatory Connection to System.*** The Town shall require all new development to connect to the Town's Water System.

**POLICY 1.10.2:** ***Available Capacity Prior to Development.*** The Town shall assure adequate water capacity is available prior to the issuance of a development order or permit. The evaluation of adequate water capacity shall be based on procedures established within the Town's *Concurrency Management System*.

**POLICY 1.10.3:** ***Developing Cost-effective and Technically Feasible Water Resources.*** The Town shall coordinate with the St. Johns River Water Management District, Lake County, and other local governments or private utility providers to develop cost-effective and technically feasible water resources that will satisfy and supplement future demands without causing adverse impacts to water quality and quantity, wetlands, aquatic systems, or the environment.

**OBJECTIVE 1.11:** ***Maximize Use of Existing Facilities and Minimize Urban Sprawl.*** Direct growth to areas currently serviced by the water system to maximize use of existing facilities and to minimize urban sprawl.

**POLICY 1.11.1:** ***Coordination with the Future Land Use Map.*** The extension of potable water services shall be consistent with land use allocations delineated on the *Future Land Use Map*; with goals, objectives, and policies established in the *Future Land Use Element* of the Town's *Comprehensive Plan*; and with the plans and policies of the St. Johns River Water Management District.

**POLICY 1.11.2:** ***Availability of Adequate Water Supplies to Serve Development.*** The Town shall issue no development orders or development permits without first consulting with the utility service provider (Town of Howey in the Hills Public Works Department) to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the Town of a certificate of occupancy or its functional equivalent. The Town will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

**OBJECTIVE 1.12:** ***Conservation of Potable Water Supplies.*** The Town shall promote the conservation and responsible use of its potable water resources.

**POLICY1.12.1:** ***Conservation of Potable Water Supplies.*** The Town shall conserve its potable water supplies through the implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

~~1. Requiring installation of water conserving plumbing fixtures in new and renovated buildings which are, at minimum, consistent with the requirements of the State Water Conservation Act (s. 553.14, F.S.). The development review process shall include a review of development applications to assure such fixtures will be installed. No certificate of occupancy shall be issued unless such fixtures are in place concurrent with deadlines established for water facilities within the Town's Concurrency Management System.~~

~~2. Implementing a soil moisture monitoring and rain sensor device distribution program.~~

~~3. Promoting native and drought tolerant landscaping that incorporates the principles of design, appropriate plant selection, soil improvement, efficient irrigation, mulching, turf concentration, and proper maintenance.~~

~~4. Promoting water reuse and/or reclamation, where appropriate, for landscape and farm irrigation, and other appropriate applications.~~

~~5. Distribute educational materials provided by the St. Johns River Water Management District to residents and businesses through water bill mailings which describe sources of water consumption and opportunities for conservation.~~

~~6. Implementation of a leak detection program in order to discover and curtail wasteful losses of potable water from the public water supply delivery network.~~

~~7. Check the performance of water meters connected to the Town's well system on a regular basis to assure proper functioning. Replace malfunctioning system meters.~~

~~8. Encouraging residents to use sensors and controls such as rain shutoff sensors, soil moisture sensors, or evapotranspiration controllers for in-ground irrigation systems.~~

1. Maintain a public education and outreach program.
2. Maintain landscape demonstration garden.
3. Display and distribute water conservation material.
4. Post water conservation information on the Town's website and social media platforms.
5. Provide high water user customer support.
6. Check the performance of water meters connected to the Town's well system on a regular basis to assure proper functioning.
7. Promote irrigation restrictions.
8. Maintain a water conserving rate structure.
9. Maintain a water loss control program.
10. Require development to use non-potable water for irrigation.
11. Continue to implement provisions within the land development regulations requiring new development to use and/or preserve native or drought-resistant vegetation for landscaping to the greatest reasonable extent.

**POLICY 1.12.2:** ***Protection and Conservation of Water Supplies and Future Demand.*** The Town shall continue to implement development regulations to further the protection and conservation of potable water supplies ~~and delay the future demand for alternative water supplies~~. Such strategies shall include, at minimum, the following programs or standards:

- Water wise principles and site design standards.
- Appropriate plant selection and location standards.
- Encouraging new residential, commercial, and mixed-use developments to incorporate programs such as Florida Water Star$^{SM}$, ENERGY STAR, the Florida Green Building Coalition's Green Home and Development Standards, Florida Yards and Neighborhood Program, and the U.S. Green Building Council's LEED program that encourages water efficiency in household appliances, plumbing fixtures, irrigation systems, and landscapes;
- Promotion of Low Impact Development standards.
- Water efficient irrigation design and installation standards.
- Establishing incentives for developments that incorporate strategies that promote the reduction in the use of water and the protection of the environment and natural resources; and
- A distribution system for non-potable water (i.e., stormwater, surface water, and reclaimed water) shall be installed throughout concurrent with development for all land uses within the project (i.e., residential and nonresidential). The non-potable distribution system shall be developed in parallel to the potable water system and maintained for utilization when sufficient

quantities of stormwater, surface water, or reclaimed water are available for irrigation. Irrigation systems installed in a development shall be designed to accept non-potable water.

**POLICY 1.12.3:** ***Alternative Water Supply Efforts.*** To further reduce the demand for potable water, the Town shall explore all financially feasible alternative water supply efforts that can be implemented by the Town.

**POLICY 1.12.4:** ***Coordination with Appropriate Agencies.*** The Town shall coordinate with appropriate agencies regarding the identification and implementation of alternative water supply projects, resource allocations, and changes in the Town's Utility Service Area.

**POLICY 1.12.5:** ***Potable Water Service Connection Meters.*** The Town shall ensure that all potable water service connections are metered.

**POLICY 1.12.6**: ***Water Conservation Plan.*** The Town shall implement all features established in the Water Conservation Plan submitted to the St. Johns River Water Management District as part of the Consumptive Use Permit process.

**POLICY 1.12.7:** ***Leak Detection and Repair Program.*** The Town shall conduct an annual water audit of the Town's water system and implement a leak detection and repair program if the system losses and unaccounted for water utility uses exceed 10 percent.

**POLICY 1.12.8:** ***Maintaining an Overall Water Conservation Program.*** The Town shall maintain an overall water conservation program that includes an educational program, periodic revisions to the Town's Water Conservation and Landscape Ordinances, and other innovative measures.

**POLICY 1.12.9:** ***Maintaining a Progressive Water Rate Schedule.*** The Town shall maintain a progressive water rate structure to encourage the conservation of potable water. The Town will implement the water rate structure consisting of a base rate and six increasing rate blocks as adopted in Resolution #2007-001. This rate structure will be reviewed periodically and revised as needed to continue to serve as a financial incentive to conserve water.

~~**POLICY 1.12.10:** ***Metering all Irrigation Water Uses.*** The Town shall establish a program to meter all irrigation water uses, regardless of source~~.

**POLICY 1.12.~~11~~10:** ***Sub-metering of Large Water Customers.*** The Town will continue to require sub-metering of all large water customers such as shopping centers and apartment complexes. Large meters will not be allowed for multiple-unit developments.

**POLICY 1.12.~~12~~11:** ***Including Specific Data on Monthly Water Bills.*** The Town will continue to include on monthly water bills, information showing previous usage and current usage, and will print water conservation tips on the water bills on a quarterly basis.

**POLICY 1.12.~~13~~12:** ***Supporting Water Shortage and Conservation Plans and Monitoring Irrigation Use.*** The Town will continue to support District-promulgated water shortage and water conservation plans. The Town will continue to monitor irrigation use and will notify users of irrigation systems when improper watering practices are observed.

**POLICY 1.12.~~14~~13:** ***Providing Potable Water Interconnection for Emergency Purposes.*** The Town shall continue to provide potable water interconnection with the Central Lake Community Development District, the Mission Inn, and adjacent municipalities for emergency purposes.

**POLICY 1.12.~~15~~14:** ***Coordinating with Adjacent Utility Service Providers.*** The Town shall coordinate with adjacent utility service providers to establish interlocal agreements for the supply of non potable water within the Town's Utility Service Area.

**OBJECTIVE 1.13:** ***Consistency of Town's Water Supply Plan.*** Ensure consistency with the Town's adopted *Water Supply Facilities Work Plan,* the *Comprehensive Plan,* and the St. Johns River Water Management District's *Water Supply Facilities Plan*.

**POLICY 1.13.1:** ***Adoption of Water Supply Work Plan.*** The Town hereby adopts by reference the goals, objectives, and policies in the Town's *10-year Water Supply Facilities Work Plan* ~~*(2010-2020)*~~ (2024-2033) to ensure that the adopted *Comprehensive Plan* is consistent with and compatible with the adopted *Work Plan*.

**POLICY 1.13.2:** ***Assessing SJRWMD's Water Supply Facilities Work Plan***. The Town of Howey-in-the-Hills' *Water Supply Facilities Work Plan (Work Plan)*, shall assess existing and projected water sources and needs for at least a 10-year planning period and consider the *Regional Water Supply Plan* of the St. Johns River Water

Management District. The *Work Plan* shall identify traditional and alternative water supply sources that the Town may use to meet existing and projected water demands. The alternative water supply projects in the *Work Plan* will be selected from the applicable District's Regional Water Supply Plans or otherwise proposed by the Town.

**POLICY 1.13.3:** ***Update of the Town's Water Supply Facilities Work Plan.*** Howey-in-the-Hills shall coordinate with the St. Johns River Water Management District during updates to their *Regional Water Supply Plan*, to identify potentially feasible alternative water supply projects in the Town and to ensure that alternative water supply options for the Town are included. ~~in the forthcoming *District Water Supply Plan 2010*. Within 18 months of the adoption of the St. Johns River Water Management District's *Water Supply Plan*, the Town shall complete updates of the appropriate elements and adopt related plan amendments in order to address all of the 10-year water facilities supply work plan components of Chapter 163, F.S.~~ The Town shall also update its *Water Supply Facilities Work Plan* ~~every five years~~, and amend the comprehensive plan as required within 18 months of the adoption of the ~~South Florida Water Management District~~ Regional *Water Supply Plan*.

**POLICY 1.13.4:** ***Development, Support, and Priority of the Regional Water Supply Plan.*** The Town will continue to participate in the development of the St. Johns River Water Management District's *Regional Water Supply Plan (RWSP)*, support the recommendations of the *RWSP*, and prioritize projects identified in the RWSP that are within the Town's limits.

## DRAINAGE

**GOAL 2:** Assure adequate drainage capacity to protect public health and safety, and investment in property against flood conditions and to prevent deterioration of ground and surface water quality.

**OBJECTIVE 2.1:** ***Assure Available Drainage Capacity.*** Assure that available natural and man-made drainage features provide adequate capacity to receive, retain, detain, and release stormwater in a timely manner.

**POLICY 2.1.1:** ***Minimum Drainage Level of Service – Water Quantity.*** The Town hereby adopts, for existing as well as new development, the

following minimum stormwater drainage level of service standards for retention volume and design storm:

a. Retention Volume – Complete retention of the post-development minus the pre- development run off occurring at the established design storm.

b. Design Storm – The following interim level of service standards will be used until the *Comprehensive Plan* is amended to incorporate findings and recommendations of the *Storm Water Master Plan* update:

| Facility Type | Design Storm |
|---|---|
| Canals, ditches, roadside swales, or culverts for stormwater external to the development | 25 Year |
| Canals, ditches, roadside swales, or culverts for stormwater internal to the development | 10 Year |
| Crossdrains | 25 Year |
| Storm sewers | 10 Year |
| Major Detention/Retention Structures [1] | For the Probable Maximum Precipitation as required by SJRWMD |
| Minor Detention/Retention Structures [1] | 25 Year |
| Development occurring in the 100-year Flood Zone must elevate the first floor 18" above the 100-year Flood Elevation | |

[1] Major/Minor Detention/Retention Structures are based on Hazard Classification for Dams and Impoundments as defined by the SJRWMD.

**POLICY 2.1.2:** ***Minimum Drainage Level of Service – Water Quality.*** The Town hereby adopts, for existing as well as new development, the following minimum stormwater drainage level of service standards for pollution abatement treatment:

| Facility Type | Pollution Abatement Treatment [2] |
|---|---|

| | |
|---|---|
| Retention with percolation or Detention with filtration | Runoff from first inch of rainfall or one-half inch of runoff if it has less than 50% impervious surface and less than 100 acres, whichever is greater. |
| Detention without filtration or wet detention | The first inch of runoff from the site or 2.5 inches times the site's impervious surface, whichever is greater. |

[2] If the site's runoff directly discharges to Class I, Class II, or Outstanding Florida Waters (OFW), then the Pollution Abatement Treatment Requirements shall be increased an additional fifty percent (50%) more than described, an off-line retention or off-line detention with filtration of the first inch of runoff shall be required. The Town shall discourage the use of detention with filtration pollution abatement systems due to their high failure rate and costly maintenance; thus, the Town shall allow detention with filtration only if detention without filtration cannot be used.

**POLICY 2.1.3:** ***Erosion and Sediment Controls.*** The provisions in the Land Development Regulations regarding erosion and sediment controls for construction occurring in all areas and soils throughout the Town, particularly areas adjacent to surface waters and natural drainage ways shall be enforced by the Town.

**OBJECTIVE 2.2:** ***Existing Drainage Deficiencies.*** Identify and correct any deficiencies in the natural and man-made drainage features.

**POLICY 2.2.1:** ***Correct Identified Drainage Deficiencies.*** Upon completion of the Town's *Town Center Stormwater Master Plan*, the Town shall amend the *Comprehensive Plan* to include any recommended drainage improvements or deficiencies. Recommended improvements shall be added to the Town's *5-year Schedule of Capital Improvements* as funds become available.

**POLICY 2.2.2:** ***Use of Retention Ponds in Stormwater Management.*** The Town shall utilize retention ponds, or other methods as recommended by the Town's *Stormwater Management Master Plan*, to abate the flow of untreated stormwater run-off.

**OBJECTIVE 2.3:** ***Control Impacts of Future Stormwater Runoff.*** Control impacts of future stormwater runoff and associated impacts to water quality.

**POLICY 2.3.1:** ***Protect Natural Drainage Ways.*** The Town shall protect natural drainage ways by managing development with the following requirements:

a. ***Shoreline Protection Zone.*** To protect the lakefront from the encroachment of development, the Town shall establish a shoreline protection zone for Little Lake Harris and Lake Illinois. Development within the shoreline protection zone, as described in Policy 1.2.3 of the *Conservation Element*, shall be limited to recreation, conservation, or other open space land uses.

b. ***Protection of Floodplain.*** The Town shall restrict future development with the 100-year flood zones to recreation and conservation land uses. The Town shall also restrict alteration of floodplain and major drainage ways, the establish conditions on existing undeveloped, platted, and subdivided land uses within such areas.

c. ***Open Space Requirements.*** The *Future Land Use Element* and the *Future Land Use Map* shall establish land use types and densities which are compatible to the preservation of permeable ground surface areas. Impervious surface ratios and open space requirements shall be established by the Town, which in turn shall be consistent with hydrogeological and soil characteristics controlling development densities. The *Future Land Use Element* shall include open space and impervious surface ratios for all land use categories.

d. ***Promote On-Site Retention and Natural Percolation of Surface Water to Groundwater Aquifers.*** The Town shall require developments to install on-site retention structures that promote percolation of surface water to the groundwater aquifer.

**POLICY 2.3.2:** ***Coordinate Watershed Management with Federal, State, and Local Agencies.*** Assure coordination of watershed management plans and policies with the Lake County, St. Johns River Water Management District, East Central Regional Planning Council, Florida Department of Environmental Protection, Florida Department of Agriculture, and the U.S. Corp. of Engineers, and other appropriate agencies.

**OBJECTIVE 2.4:** ***Integration of Natural Drainage Features.*** Maximize the integration of existing natural drainage ways and retention ponds to assist in the management of stormwater runoff.

**POLICY 2.4.1:** ***Wetlands for On-Site Stormwater Storage and Natural Drainage.*** Wetlands serve as natural collectors of stormwater and as natural filters of sediments and contaminants carried in such waters. The Town shall review proposed developments for the best applicable integration of natural drainage features and wetland storage areas as contributing components to on-site stormwater management. Primary on-site stormwater management will consist of constructed facilities.

## GROUNDWATER AQUIFER RECHARGE

**GOAL 3:** Protect and maintain groundwater aquifer high recharge areas.

**OBJECTIVE 3.1:** ***High Recharge of Stormwater to Groundwater Aquifers.*** Promote high recharge of stormwater to groundwater aquifers with consideration to retention time to reduce potential for downward percolation of contaminants into groundwater supplies.

**POLICY 3.1.1:** ***Preserving Permeable Surface Area.*** The *Future Land Use Element* and the *Future Land Use Map* shall establish land use types and densities which are compatible to the preservation of permeable ground surface areas. Impervious surface ratios and minimum open space requirements are discussed in Policy 1.1.2 in the *Future Land Use Element*.

**POLICY 3.1.2:** ***On-Site Stormwater Retention.*** On-site retention structures for new development shall be designed for net retention and infiltration of pre-development recharge to groundwater aquifers. Chapter 40C-42, FAC calls for retention of the first one (1) inch of rainfall.

**POLICY 3.1.3:** ***Compatible Land Use for Preservation of Ground Water Quality.*** To protect against potential contamination of ground water supplies, the *Future Land Use Element* shall not permit heavy industrial uses.

**POLICY 3.1.4:** ***Wellfield Protection.*** In order to protect the quality and quantity of Howey-in-the-Hills potable water supply, a wellfield protection zone shall be established within a radius distance of one-hundred and fifty, two hundred, and five hundred feet from potable water wells. The following land uses are prohibited within these zones.

- No new development (except facilities related to the public water system) shall be permitted within one-hundred and fifty feet from a well.

- Within a two-hundred-foot radius distance, septic tanks, sanitary sewer facilities, or solid waste disposal facilities shall be prohibited.

- Within a five-hundred-foot radius of a well, manufacturing, or light industrial uses shall be prohibited, including activities that require the storage, use, handling, production, or transportation of restricted substances on the Florida Substance List, and agricultural chemicals, petroleum products, hazardous/toxic wastes, industrial chemicals, etc. In addition, wastewater treatment plants, percolation ponds, mining activities and similar activities are prohibited. Low density single family, commercial, retail and office land uses shall be allowed within the 500-foot zone for potable water wells.

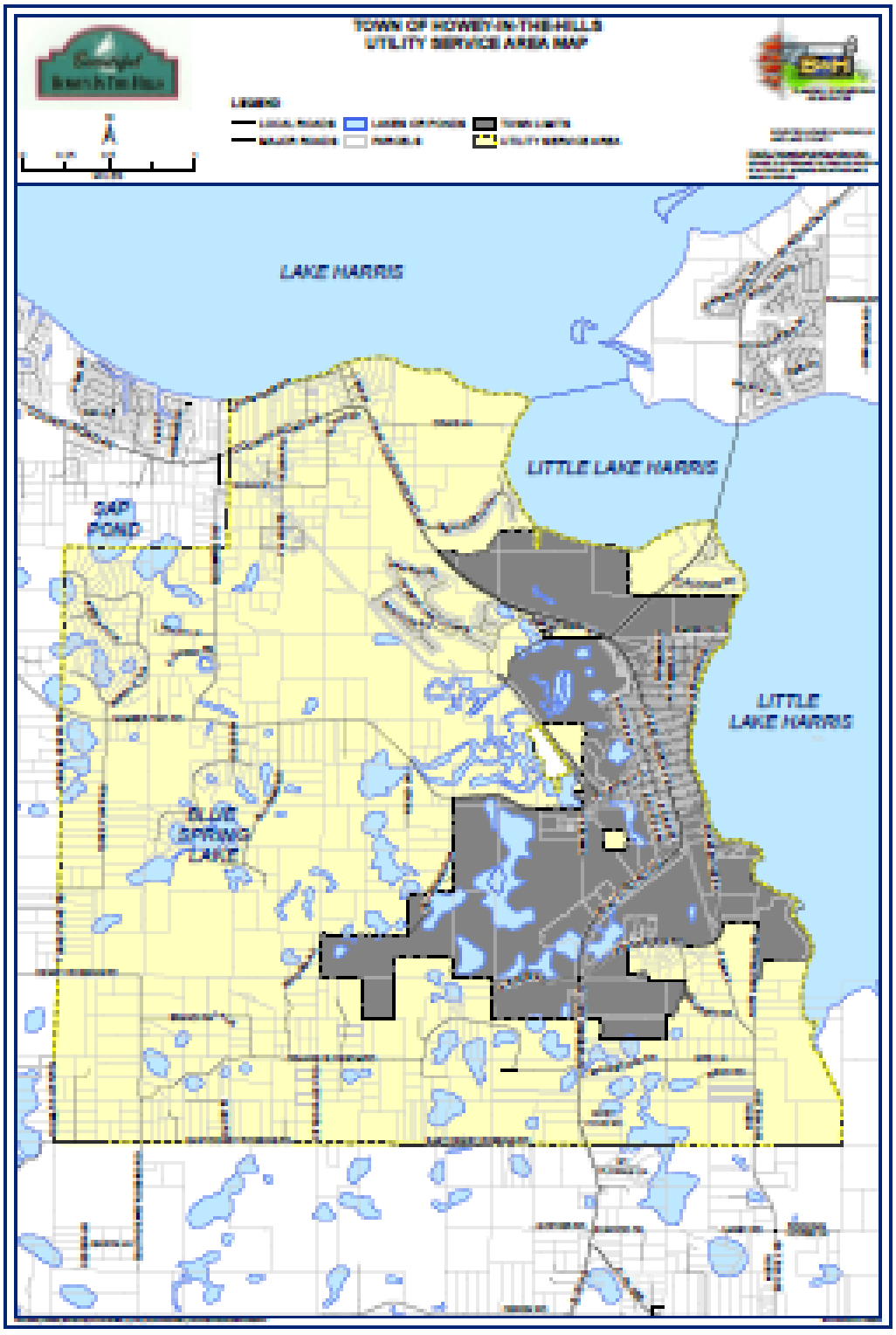
- All wells and wellhead protection zones shall be delineated on the Town's *Existing* and *Future Land Use Maps*.

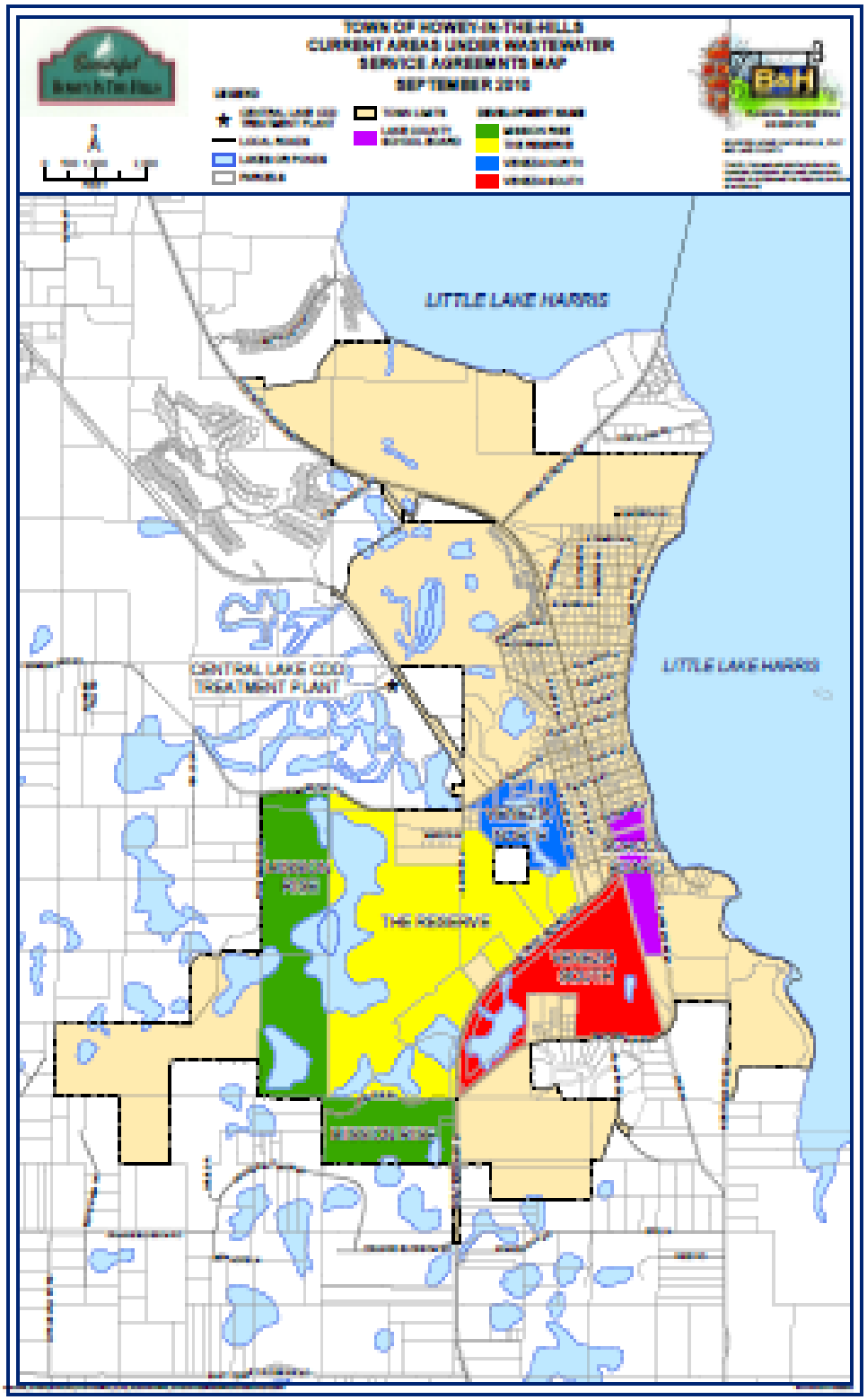
## UTILITY SERVICE AREA BOUNDARY

**GOAL 4:** Maintain and protect the Town's Utility Service Area Boundary.

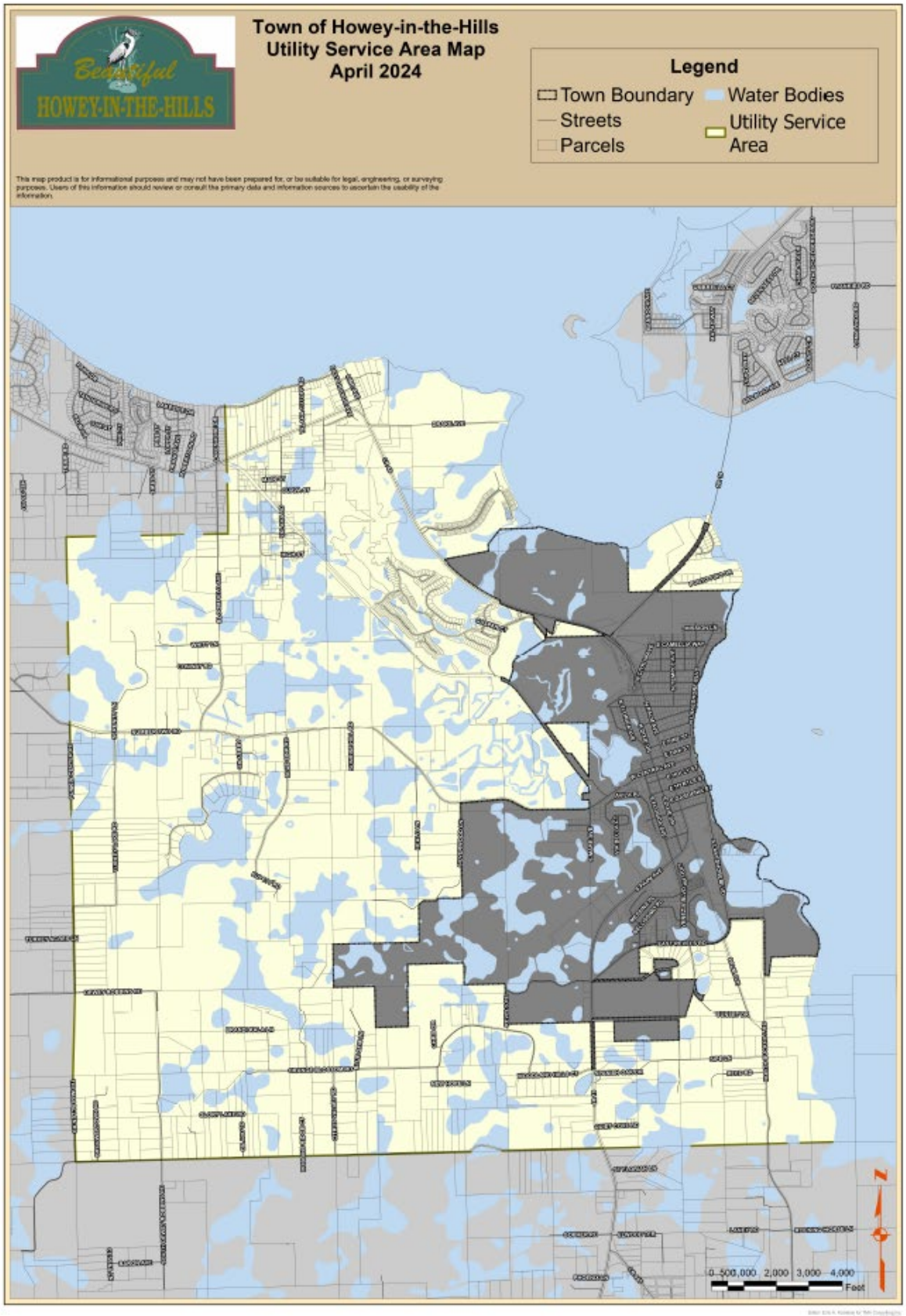
**OBJECTIVE 4.1:** ***Ensuring Consistency with the Utility Service Area Boundary.*** Provide a utility service area boundary that is consistent with the utility service boundaries of adjacent local governments.

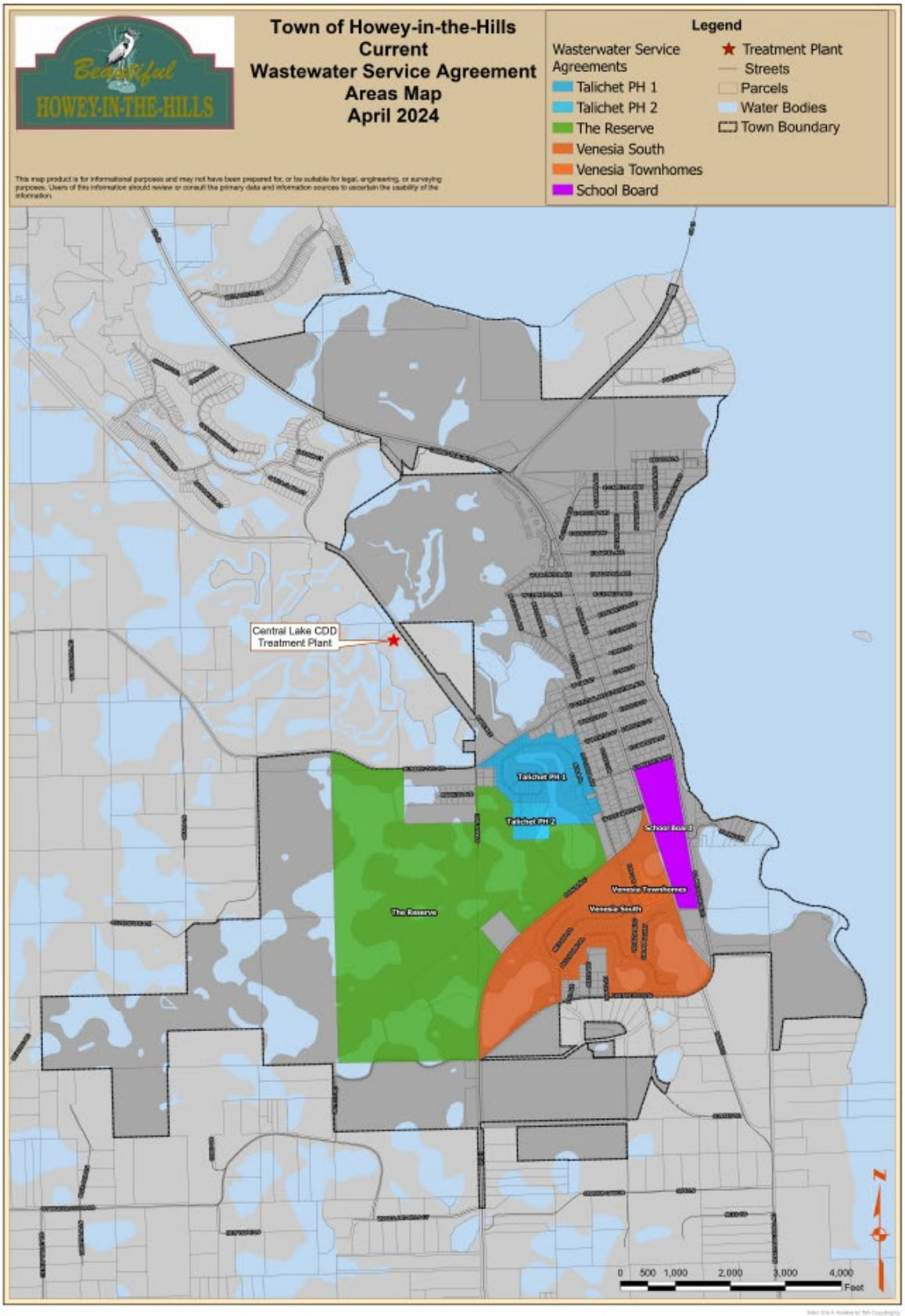
**POLICY 4.1.1:** ***Local Government Coordination and Overlapping of Utility Service Area Boundaries.*** The Town shall continue to ensure that the overlapping of utility service area boundaries with adjacent local governments is avoided by coordinating with the adjacent local governments and maintaining and abiding by the established interlocal agreements for municipal services.


TOWN OF HOWEY-IN-THE-HILLS
UTILITY SERVICE AREA MAP
LEGEND
LAKE HARRIS
LITTLE LAKE HARRIS
SAP POND
LITTLE LAKE HARRIS
BLUE SPRING LAKE


TOWN OF HOWEY-IN-THE-HILLS
CURRENT AREAS UNDER WASTEWATER
SERVICE AGREEMENTS MAP
SEPTEMBER 2010
LITTLE LAKE HARRIS
LITTLE LAKE HARRIS
CENTRAL LAKE COO
TREATMENT PLANT
THE RESERVE

THE FOLLOWING MAPS REPLACE THE MAPS ABOVE.


Beautiful
HOWEY-IN-THE-HILLS
Town of Howey-in-the-Hills
Utility Service Area Map
April 2024
Legend
Town Boundary
Streets
Parcels
Water Bodies
Utility Service Area
This map product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.
N
0 500,000 2,000 3,000 4,000
Feet


Town of Howey-in-the-Hills
Current
Wastewater Service Agreement
Areas Map
April 2024
Legend
Wasterwater Service Agreements
Talichet PH 1
Talichet PH 2
The Reserve
Venesia South
Venesia Townhomes
School Board
Treatment Plant
Streets
Parcels
Water Bodies
Town Boundary
Central Lake CDD Treatment Plant
0 500 1,000 2,000 3,000 4,000
Feet

| Chapter 5 - Conservation Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 1 | 2 | removed last sentence about US Geological survey topo map |
| 2 | 2 | addd sentence about flood plains areas same as wetland areas |
| 4 | 5 | removed reference to Soils Map |
| 5 | 6 | changed "518" to "530" conservation acres |
| 6 | 9 | removed reference to Contour Map |
| 7 | 11 | removed reference to Contour Map |
| 8 | Table 2 | updated FLUCCS land use and land coverage table acreages |
| 11 | 5 | added heading "Environmentally Sensitive Lands", updated acreage from "518" to "530" |
| 12 | 5 | revised sentence about active eagles nest |
| 12 | 7 | revised paragraph about FDEP Water System Sanitary Survey Report |
| 13 | 10 | replaced "one" with "the" |
| 13 | 11 | removed sentence about reliability and redundancy issues |
| 14 | Policy 1.1.1 | removed sentence about FLU map allocating land for manufacturing |
| 14 | Policy 1.1.3 | removed bullet about promoting PUD / Mixed Use |
| 18 | Policy 1.3.2 | changed "in the event" to "where" |
| 19 | Policy 1.3.5b | revised paragraph about nonpotable water |
| 19 | Policy 1.3.5c | removed this bullet about low volume plumbing fixtures, updated subsequent #'s |
| 23 | Policy 1.4.4 | tree protection: removed "and native vegetation" |
| 25 | Policy 1.7.2 | removed "and native vegetation" |
| 31 | Policy 1.14.1 | changed maximum from 50% to 25% for wetland percentage of open space |

# CONSERVATION ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED APRIL 22, 2020

**CONSERVATION ELEMENT**
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# CHAPTER 5
# CONSERVATION ELEMENT

## A. INTRODUCTION

### 1. Purpose

The purpose of the *Conservation Element* is to provide a guide for the conservation, use, and protection of natural resources located within the Town. The *Element* is intended to protect and enhance the public health, safety, welfare and the quality of the environment.

In addition, the *Element* establishes a plan and policy direction concerning conservation of natural resources and will provide a basis for decision-making by Town officials. As growth occurs, the need for protection and management of the Town's natural resources will increase.

The Town's natural resources are identified and analyzed. A description of these resources and their significance is also presented. Policies to maintain and enhance these resources as well as shape growth patterns of the Town are included.

### 2. Environmental Setting

The Town is situated in the Ocklawaha River watershed in the Howey Slough, Lake Harris and Eustis, Little Lake Harris, and Little Everglades drainage basins. The Ocklawaha River watershed covers 2,769 square miles from the Green Swamp in Polk County and Lake Apopka sub-basins north through the Rodman Reservoir to the river's discharge into the St. Johns River near the town of Welaka. Along the way the river receives water from Silver Springs via the Silver River and Orange Creek. It is the largest tributary watershed of the St. Johns River.

The Town lies on the Lake Wales Ridge, a physiographic high that has a high potential for aquifer recharge to the Florida Aquifer. There is little topographic relief within the Town (90 feet). The upper limit is approximately 150 feet above sea level and drops to near 60 feet at Little Lake Harris. Neither differential creates serious problems in the Town. ~~An extract of the U.S. Geological Survey topographical map is featured on the Town's *Contour Map*.~~

## B. INVENTORY OF CONSERVATION RESOURCES

### 1. Rivers, bays, lakes, estuarine systems, natural reservations, etc.

There are no rivers or streams that flow through the Town. Lake Illinois and a few small unnamed lakes are within the Town limits. Additionally, the Town is adjacent to Little

Lake Harris. Most of these lakes are maintained by the County. There are no lakes in Town classified as "A Florida Outstanding Water". The lakes are used for boating, swimming, fishing and other water activities. Overall, pollution comes from home fertilizations and road runoff. However, there are no major pollution and water quality issues with Little Lake Harris and the other lakes within the Town.

### 2. Floodplains

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

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

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

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

### 3. Groundwater Resources

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

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

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

The federal Safe Drinking Water Act, as amended in 1986, established a new program for the States to delineate and manage Wellhead Protection Areas for the protection of public ground water supplies. The Wellhead Protection Program is the first resource-based approach at the federal level for ensuring that ground water supplies are protected from a wide range of potential contaminating sources. The U.S. Environmental Protection Agency is the principal federal agency for implementing the Wellhead Protection Program with the states.

Wellhead protection areas are the surface and subsurface areas surrounding a water well or well field supplying a public water system, through which contaminants are reasonably likely to move toward and reach the water well or well field. Factors to consider in developing wellhead protection include:

- delineating protection areas around well fields.
- assessing the locations and threats to the well(s).
- developing management approaches and educational outreach programs; and
- regulatory or non-regulatory tools to reduce contamination threats.

The Town restricts development (except facilities related to the public water system) from occurring within a 150-foot radius of any existing or proposed public well (Primary Protection Zone). No septic tanks, sanitary sewer facilities, or solid waste or disposal facilities are permitted within a 200-foot radius of any existing or proposed public well (Secondary Protection Zone). The Town also has established a 500 foot in radius wellhead protection area within which manufacturing or light industrial uses are prohibited. The wellhead protection areas for the Town's potable water supply wells are shown on the *Existing* and *Future Land Use Maps.*

### 4. Commercial Valuable Mineral Sources

There are three commercially valuable minerals utilized in Lake County: sand, clay and peat. A large amount of fill dirt is also removed.

The County has extensive deposits of clay and sand that cover the majority of Lake County and major deposits of peat located near lakes Apopka, Griffin and Minnehaha and the Okahumpka Marsh. These deposits were utilized as muck farms, but they have since been purchased for conservation or urban development. The County possesses two limestone deposits along its western border at Okahumpka and the Green Swamp Area of Critical State Concern. There are also substantial phosphate deposits in the far northern portion of Lake County along Lake George. However, the Ocala National Forest has land use policies that strictly forbid the mining of phosphates in the Forest.

Lake County requires that mining operations must follow certain procedures in order to obtain approval from the County before beginning operations. There are no mining operations in the Town.

### 5. Areas with Soil Erosion Problems

Soil erosion is not a significant issue in Lake County, except for where large areas are prematurely cleared for development. There are no areas in the Town with soil erosion problems.

Slopes of more than 10 percent are considered unsuitable for septic tank drain fields. These slopes generally correspond with the ridge and upland regions of the County, where the soils have some potential for erosion when denuded of vegetation and are usually classified as having low runoff potential. There are a variety of soil types in Howey-in-the-Hills ~~(see the Town's *Soils Map*)~~. The general descriptions of the soils in the Town are found below in Table 1.

**TABLE 1: SOILS**

| Map Unit Name | Hydric Soil | Drainage Class | Steel Corrosion | Concrete Corrosion | Acres |
|---|---|---|---|---|---|
| Anclote and Myakka Soils | Yes | Very Poorly Drained | High | Moderate | 14.34 |
| Apopka Sand, 0 to 5 Percent Slopes | No | Well Drained | Moderate | High | 51.88 |
| Apopka Sand, 5 to 12 Percent Slopes | No | Well Drained | Moderate | High | 28.00 |
| Arents | No | Somewhat Poorly Drained | Unranked | Unranked | 141.21 |
| Borrow Pits | Partially Hydric | Unranked | Unranked | Unranked | 2.82 |
| Candler Sand, 0 to 5 Percent Slopes | No | Excessively Drained | Low | High | 760.47 |
| Candler Sand, 12 to 40 Percent Slopes | No | Excessively Drained | Low | High | 3.16 |
| Candler Sand, 5 to 12 Percent Slopes | No | Excessively Drained | Low | High | 299.71 |
| Immokalee Sand | Partially Hydric | Poorly Drained | High | High | 32.30 |
| Kendrick Sand, 5 to 8 Percent Slopes | No | Well Drained | Moderate | High | 6.24 |
| Lake Sand, 0 to 5 Percent Slopes | No | Excessively Drained | Low | High | 114.40 |
| Lake Sand, 5 to 12 Percent Slopes | No | Excessively Drained | Low | High | 12.98 |

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

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

Source: U.S. Department of Agriculture, Natural Resources Conservation Service's Lake County Soils Geographic Information Systems database.

### 6. Environmentally sensitive lands; fisheries; important habitat or corridors; marine habitats, rare or endangered ecosystems or wildlife; and vegetative communities including forests

Howey-in-the-Hills has about ~~518~~ 530 acres of lands designated as Conservation on the *Future Land Use Map.* The Town identifies Conservation lands as all land used for wetlands, some forests, public managed lands, floodplains, flood prone areas, and other areas in which valuable natural resources are found. No buildings are allowed on conservation lands. The only permitted uses are boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies.

Wetlands by definition are transitional lands between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is covered with shallow waters. They provide habitat for many species of birds, fish, and animals, and contain Aquifer Recharge Zones that allow the groundwater to be replenished. Wetlands are protected by local, regional, state, and federal regulations because of the numerous benefits they provide.

Wetland functions are interconnected with the hydrology of the area. This connection determines the presence, extent, movement, and quality of water in the wetland. It is estimated that wetlands account for about 515 acres in the Town (see the Town's *Wetlands Map*). The Town has established guidelines and standards for wetland buffer zones in this *Plan* and in the Land Development Regulations.

There are no areas of critical state concern in the Town.

There are no first magnitude springs in the Howey-in-the-Hills area.

**7. Air**

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

The Town requires that air pollutants, including smoke, particulate matter, odor and toxic matter be consistent with Florida Department of Environmental Protection's air pollution standards.

**8. Water**

The Town currently owns, operates and maintains a central potable water treatment and distribution system. The Town's potable water system provides water for both residential and non-residential purposes, including fire-fighting demands. The details of the water system are found in the Public Facilities Element.

The Town requires all new construction to connect to its potable water distribution system. A detailed analysis of the Town's potable water system is featured in the *Public Facilities Element* of this *Comprehensive Plan*.

**9. Sinkholes**

Sinkholes are a natural and common geologic feature in areas underlain by limestone and other rock types that are soluble in natural water. The term sinkhole is used for closed depressions in the land surface that are formed by surficial solution or by subsidence or collapse of surficial materials owing to the solution of near-surface limestone or other soluble rocks. One small sinkhole, which occurred in 1998, has been noted over the years in the Howey-in-the-Hills area ~~(see the Town's *Contour Map*)~~.

## 10. Vegetative and Land Cover Types

Data Documentation for Lake County prepared by the St. Johns River Water Management District (SJRWMD) in 2004 was examined with regard to the land cover within the Town. The SJRWMD identified 35 classes of vegetative and land cover types in Howey-in-the-Hills (see Table 2).

## 11. Topography

~~An examination of the Town's *Contour Map* indicates that the~~ The highest elevation in the Town is at 170 feet above sea level south of E. Revels Road, west of Sunset Drive, and east of State Road 19. Around this area, there is a difference of about 80 feet in elevation. Lakes and major wetland areas are shown at about 80 feet. Along Little Lake Harris, the difference in elevation is about 10 to 15 feet. There are no differential elevations that create serious problems in the Town.

## 12. Issues

The probability exists of pollution from many sources included, but not limited to:

- homes along the lakefronts (fertilizers, etc.).
- stormwater runoff from local streets; or
- malfunctioning septic tanks.

**TABLE 2: SJRWMD'S LAND USE AND LAND COVER FOR HOWEY-IN-THE-HILLS**

| FLUCCS* | Description | Acres |
|---|---|---|
| 1100 | Residential, low density - less than 2 dwelling units/acre | 75.09 |
| 1200 | Residential, medium density - 2-5 dwelling units/acre | 220.72 |
| 1290 | Medium density under construction | 0.21 |
| 1300 | Residential, high density - 6 or more dwelling units/acre | 12.41 |
| 1400 | Commercial and services | 15.47 |
| 1480 | Cemeteries | 6.71 |
| 1510 | Food processing | 26.49 |
| 1700 | Institutional | 39.99 |
| 1820 | Golf courses | 117.63 |
| 1860 | Community recreational facilities | 2.88 |
| 2110 | Improved pastures (monoculture, planted forage crops) | 128.39 |
| 2120 | Unimproved pastures | 170.32 |
| 2130 | Woodland pastures | 4.02 |
| 2150 | Field Crops | 13.67 |
| 2210 | Citrus groves | 568.74 |
| 2510 | Horse Farms | 0.00 |
| 3100 | Herbaceous upland non-forested | 55.64 |
| 3300 | Mixed upland non-forested | 0.59 |
| 4110 | Pine Flatwoods | 9.61 |
| 4340 | Upland mixed coniferous/hardwood | 56.95 |
| 4410 | Coniferous pine | 317.75 |
| 4430 | Forest regeneration | 19.72 |
| 5100 | Streams and waterways | 1.91 |
| 5200 | Lakes | 38.81 |
| 5250 | Open water within a freshwater marsh / Marshy Lakes | 69.85 |
| 5300 | Reservoirs - pits, retention ponds, dams | 30.08 |
| 6170 | Mixed wetland hardwoods | 4.71 |
| 6210 | Cypress | 2.23 |
| 6300 | Wetland forested mixed | 82.64 |
| 6410 | Freshwater marshes | 135.96 |
| 6430 | Wet prairies | 0.53 |
| 6440 | Emergent aquatic vegetation | 13.03 |
| 6460 | Mixed scrub-shrub wetland | 100.82 |
| 7400 | Disturbed Land | 0.08 |
| 8310 | Electrical power facilities | 0.72 |
| | **TOTAL** | **2,344.34** |

| FLUCCS * | Description | Acres | % |
|---|---|---|---|
| 1100 | Residential, low density - less than 2 dwelling units/acre | 38.0731 | 1.609% |
| 1180 | Residential, Rural - Less than or equal to 0.5 dwelling units per acre (one unit on 2 or more acres) | 8.3516 | 0.353% |
| 1200 | Residential, Med. Density - Two to five dwelling units per acre | 301.6878 | 12.746% |
| 1300 | Residential, High Density | 17.0085 | 0.719% |
| 1400 | Commercial and Services | 9.3131 | 0.393% |
| 1480 | Cemeteries | 6.7126 | 0.284% |
| 1510 | Food processing | 26.4365 | 1.117% |
| 1700 | Institutional | 56.6450 | 2.393% |
| 1820 | Golf course | 115.8057 | 4.893% |
| 1860 | Community recreational facilities | 2.8878 | 0.122% |
| 2110 | Improved pastures | 126.3193 | 5.337% |
| 2130 | Woodland pastures | 17.2319 | 0.728% |
| 2150 | Field crops | 23.3098 | 0.985% |
| 2210 | Citrus groves | 405.7462 | 17.143% |
| 2430 | Ornamentals | 0.6710 | 0.028% |
| 3100 | Herbaceous Upland Nonforested | 125.8634 | 5.318% |
| 3300 | Mixed Upland Nonforested | 200.2551 | 8.461% |
| 4200 | Upland Hardwood Forest | 8.7772 | 0.371% |
| 4340 | Upland mixed coniferous/hardwood | 72.7684 | 3.074% |
| 4410 | Coniferous pine | 150.2215 | 6.347% |
| 4430 | Forest regeneration | 163.9841 | 6.928% |
| 5200 | Lakes | 0.0485 | 0.002% |
| 5300 | Reservoirs | 17.2315 | 0.728% |
| 6170 | Mixed wetland hardwoods | 20.0335 | 0.846% |
| 6210 | Cypress | 7.0190 | 0.297% |
| 6300 | Wetland Forested Mixed | 89.5607 | 3.784% |
| 6410 | Freshwater marshes | 219.2805 | 9.264% |
| 6430 | Wet prairies | 18.8743 | 0.797% |
| 6440 | Emergent aquatic vegetation | 23.8118 | 1.006% |
| 6460 | Mixed scrub-shrub wetland | 92.1100 | 3.892% |
| 7400 | Disturbed land | 0.0871 | 0.004% |
| 8310 | Electrical power facilities | 0.7171 | 0.030% |

| | | | |
|---|---|---|---|
| 8340 | Sewage treatment plants | 0.0485 | 0.002% |
| - | TOTAL | 2366.8921 | 100.000 % |

~~Note~~s: *FLUCCS = Florida Land Use, Cover and Forms Classification System
Source: St. Johns River Water Management District's GIS Land Use and Land Cover 2004-2005 District Wide Data.

## C. ANALYSIS

### 1. Rivers, bays and lakes

As previously mentioned, Lake Illinois and a few small unnamed lakes are within the Town limits. Additionally, the Town is adjacent to Little Lake Harris. While most of these lakes are maintained by the State and County agencies, the Town will continue efforts to inform lakefront property owners about water quality and protection measures in and/or adjacent to Howey-in-the-Hills. The Town will enforce appropriate codes on lakefront areas that are in the Town's jurisdiction.

To protect lakefronts from the encroachment of development, the Town has established a shoreline protection and lakefront littoral zone. Only passive recreational activities are permitted within the lakeshore protection zone. The Town will continue to ensure that no other construction activity will encroach into the lakeshore protection zone.

The residents of Howey-in-the-Hills see the lakes as a critical element of their quality of life and understand the importance of preserving and maintaining the lakes' water quality. The Town shall continue to support initiatives to improve and protect the lakes in the Howey-in-the-Hills area.

### 2. Floodplains

To protect the floodplain area, the Town requires applicants for development and redevelopment projects to position structures and impervious surfaces to areas outside of the flood zone to the extent possible. Manufacturing, commercial, and office land uses are prohibited from encroaching the uplands of the 100-year flood zone, with the exception to 100% permeable surface parking areas designed for seasonal or occasional overflow demands. The Town has additional flood plain protection measures established in the Land Development Regulations.

While there are areas with FEMA Flood Zone designations 'AE' and 'A', the Town knows of no flood prone (low lying areas) in the areas around the local lakes.

### 3. Minerals

As previously mentioned, there are three commercially valuable minerals utilized in Lake County: sand, clay and peat. A large amount of fill dirt is also removed. The Town anticipates that these commercially valuable minerals will continue to be extracted in various parts of the County during the short range and long-range planning period. In the event of mineral extraction within the Town, the Town will ensure that all Federal, State and County regulations shall be are followed.

### 4. Soil Erosion

There are no areas known to have soil erosion problems and no great elevation differences exist in Town. To prevent both soil erosion and sedimentation, the Town requires a soil erosion and sedimentation control plan whenever a development will involve any clearing, grading, or other form of distributing land by movement of earth, provided that any one of the following applies:

- Excavation, fill, or any combination thereof will exceed 500 cubic yards.
- Fill will exceed 3 feet in vertical depth at its deepest point as measured from the natural ground surface.
- Excavation will exceed 4 feet in vertical depth at its deepest point as measured from the natural ground surface.
- Excavation, fill, or any combination thereof will exceed an area of 1,000 square feet.
- Plant and/or tree cover is to be removed from an area exceeding 1,000 square feet on any parcel of land: or
- Whenever excavation or fill is proposed within 100 feet of a stream, stream channel, or body of water, a soil erosion and sedimentation control plan shall be provided.

In addition to the standards listed above, the Town has established additional erosion control measures in the Land Development Regulations.

### 5. Environmentally Sensitive Lands

**Environmentally sensitive lands, fisheries, wildlife, marine habitats and vegetative communities including forests. As previously stated, the Town has identified about ~~518~~ 530 acres of conservation lands on the *Future Land Use Map*. These are environmentally sensitive lands with natural resources that the Town shall continue to protect and conserve. In addition, the Town considers the lakes in the area as natural resources and as such, the Town shall use its full authority and the cooperation of other governmental agencies to protect, maintain, and enhance the water quality of these lakes.**

Species such as indigo, coral, and rattlesnakes; doves, quail, osprey, woodpeckers and other birds; squirrels, raccoons, rabbits, otters, pileated and other woodpeckers, and owls, are seen in the Town.

No attempt has been made to instigate identification of rare or unique plants and animals or vegetative communities. It is hoped that as a result of public participation in this *Plan*, that additional information and efforts will result.

~~No endangered, threatened species or those of special concern are known to be in the Town~~. One active eagles nest has been identified and buffer zones will be designated around the nest should any development proposals arise in that area.

The Town shall continue to require that no development other than water-related passive recreation or conservation facilities will be allowed in the wetland areas of Town.

**6. Air**

Overall, the air quality in Howey-in-the-Hills, a small community with no point source problems, is good. The Town will continue to review the air quality plans of Lake County on a regular basis to monitor the air quality standards in the Howey-in-the-Hills area.

**7. Water**

~~The most recent FDEP Community Public Water System Sanitary Survey Report identified no significant deficiencies at either of the Town's water plants. The three minor housekeeping issues identified were promptly corrected. The Town has no known issues with water quantity. The Town has experienced some issues related to water quality caused by dead-end water lines, and the Town has initiated a program of hydrant flushing to address those issues~~. The Town is in the process of replacing the north water treatment plant with a new facility supported by two new production wells. When complete the new plant will provide adequate water to support planned development and stabilize water pressures in the northern portion of Town. Improvements to the south water treatment plant have also been made and the Town now has a capital improvements program for updating the water system.

**8. Sinkholes**

As previously stated, the Town is in an area with no major sinkhole problems; one small sinkhole occurred in 1998. When a sinkhole develops, the Town shall implement proper planning and engineering strategies to repair or alleviate damages needed to reduce adverse environmental impacts.

### 9. Wellfield Protection Areas

The Town shall continue to restrict development (except facilities related to the public water system) from occurring within a 150-foot radius of any public wells. No septic tanks, sanitary sewer facilities, or solid waste or disposal facilities shall be permitted within a 200-foot radius of any existing or proposed public well. The Town shall also maintain a 500-foot radius wellhead protection area within which manufacturing or light industrial uses are prohibited. Land use restrictions within the wellhead protection area are established in the Town's Land Development Regulations.

### 10. Hazardous Waste

Hazardous waste is discussed in the *Public Facilities Element*. Solid waste disposal is achieved through franchise agreements with ~~one~~ the solid waste hauler. Hazardous waste is regulated by State and local rules. The Town shall provide education to its residents and businesses on the importance of proper handling of hazardous wastes, especially in relation to protecting natural resources.

### 11. Water requirements

As previously mentioned, the Town's potable water system provides water for both residential and non-residential purposes, including fire-fighting demands. The system has enough capacity to support the population demand during the planning period of this *Comprehensive Plan*. ~~However, there are significant reliability and redundancy issues that require upgrades to existing facilities and construction of additional facilities.~~

### 12. Coordination

The Town shall work independently and with Lake County to educate and enforce lakefront regulations in order to protect the water quality. Howey-in-the-Hills will also work independently as well as with Lake County to preserve some of the natural environment along the lakes as a habitat for native species.

## D. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1:** Conserve, protect and effectively manage natural resources within the Town of Howey-in-the-Hills, particularly environmentally sensitive lands that include Little Lake Harris, Lake Illinois, all wetlands, groundwater quality, and scarce vegetative communities.

**OBJECTIVE 1.1:** ***Protect Air Quality.*** Protect Air Quality within the Town of Howey-in-the-Hills by complying with or exceeding air standards established by the Florida Department of Environmental Protection and the United States Environmental Protection Agency.

**POLICY 1.1.1:** ***Commercial and Industrial Land use Designations.*** The Town shall promote land use activities which are conducive to maintaining existing air quality by defining permitted or non-permitted uses within commercial and industrial land use designations. ~~The *Future Land Use Map* shall not allocate any land for use by manufacturing activities~~.

**POLICY 1.1.2:** ***Coordinate with Lake County and Neighboring Local Governments.*** The Town shall coordinate with Lake County and other neighboring local governments to assure that land use controls applicable to adjacent areas promote land uses which shall not adversely impact air quality within the Town. The Town shall encourage these jurisdictions to consider the affects of prevailing wind directions on the location of manufacturing or commercial developments occurring adjacent to the Town, with emphasis to avoid locating any pollution-generating activities to the south, west, or north side of the Town.

**POLICY 1.1.3:** ***Automobile Emission Pollution.*** The Town shall continue to reduce the potential for automobile emission pollution by:

1. Requiring vegetative buffers strips, walls and/or berms between roadways and new developments.

2. Establishing additional bike paths/walkways to promote the reduction in use of automobiles; and

3. ~~Promote Planned Unit Development/Mixed Use type of land use, where feasible.~~

**POLICY 1.1.4:** ***Prohibition of New Industries.*** The Town shall continue to prohibit new industries in the Town which might have adverse impacts on air quality.

**POLICY 1.1.5:** ***Open Burning.*** The Town shall discourage open burning due to its adverse impacts on air quality.

**POLICY 1.1.6:** ***Alternative Energy Resources.*** The Town shall encourage the use of alternative energy resources that do not degrade air quality.

**OBJECTIVE 1.2:** ***Protect Water Quality of Surface and Ground Waters.*** Protect the quality of surface and ground water by controlling existing and potential sources of contaminants and by coordinating the Federal, State and County entities having jurisdictional authority over these water sources.

**POLICY 1.2.1:** ***Restricting Manufacturing Uses.*** The *Future Land Use Element* shall not allocate any Manufacturing land use activities adjacent to lake front areas or within high recharge groundwater aquifer areas that generate pollutants that may adversely impact the quality of surface and ground waters. The guidelines established in the Town's Land Development Regulations regarding manufacturing uses permitted within non-residential districts shall serve as a guide to monitor the type and intensity of such uses in the Town.

**POLICY 1.2.2:** ***Proposed Commercial Developments.*** During the development review process, the Town shall require applicants of proposed commercial developments to provide evidence that all appropriate operating permits have been issued by State regulatory agencies, particularly for commercial activities, such as gasoline stations, using on-site storage facilities for chemical or hazardous materials and wastes.

**POLICY 1.2.3:** ***Shoreline Protection and Lakefront Littoral Zones.*** Development occurring adjacent to lake shoreline or wetland areas shall prepare a design and management plan prior to the construction of the on-site improvements. This plan shall include and comply with the following guidelines:

a. ***Preserve Native Vegetation***. Only native vegetation shall be maintained within the shoreline and lakefront littorals zone.

b. ***Shoreline Management Plan.*** Require a shoreline management plan that describes procedures to assure minimal impacts to water quality and shoreline erosion. Where deemed necessary, silt screening shall be implemented to retain alluvial sediments carried by runoff stormwater or wave action.

c. ***Protection of Littoral Zone.*** Applicants of new development or redevelopment shall include the following with the site plan and development application:

1. Include typical cross sections of the surface water management system showing 100 Year Water Mark elevation and the 3-foot contour (i.e., below average elevation), which ever is greater.

2. Specify what vegetation will be removed or planted in the littoral zone within the proposed development plan, including the extent, method, type and timing of any planting to be provided.

3. Provide a description of any management procedures to be followed in order to assure the continued viability and health of the lakefront littoral zone. The lakefront littoral zone as established should consist entirely of native vegetation and should be maintained permanently as part of the water management system. As a minimum, 10 square feet of vegetated lakefront littoral zone per linear foot of lake shoreline is required as part of the surface water management system.

d. ***Limiting Development.*** Limit development within the lakefront littoral zone to water-dependent structures such as docks and piers.

e. ***Class III Waters Protection.*** Class III Waters (i.e., waterbodies which currently support recreation and foster maintenance of fish and aquatic wildlife). All lakes within or adjacent to the Town are Class III waters. These waters shall be protected through the following activities:

1. Dredging activities shall be limited to Florida Department of Environmental Protection (FDEP) approved dredging.

2. Ensure good water quality by coordinating with the FDEP, Florida Department of Natural Resources (FDNR_, and the St. Johns River Water Management District in monitoring the quality of stormwater run-off and all discharge. The Town shall notify the appropriate

agency with jurisdiction as potential issues or problems are identified by the Town.

3. Limit the use of Class III waters to water dependent activities that are not contrary to the public interest and satisfy a community need.

f. ***Require Wetland Buffer Zones.*** In order to protect the quality and quantity of surface waters and provide habitat for semi-aquatic or water-dependent terrestrial species of wildlife, buffer zones shall be provided landward of all wetlands as outlined below.

1. No development of disturbance of area is permitted within 25 feet of a designated wetland area. These areas shall be marked with appropriate signage as conservation areas.

2. No building or impervious surface area (except for wet retention areas) is permitted within 50 feet of a designated wetland area.

Uniform buffer area standards shall be consistent with criteria and requirements stipulated in Policy 1.2.6,

g. ***Shoreline Protection Zone.*** To protect the lake front areas from the encroachment of development, a shoreline protection zone shall be delineated. There shall be no disturbance within 50 feet of the landward extent of wetlands as set forth in Rule 62-340, except for pilings for docks or piers. There shall be no buildings, pools, ponds, or other structures in this protection zone. There shall be no septic tanks within 75 feet of the landward extent of wetlands as set forth in Rule 62-340. All development shall be subject to the building setback requirements regarding the shoreline protection zone established in the Town's Land Development Regulations.

**POLICY 1.2.4:** ***Designation of Wetlands.*** The Town shall designate all wetlands within the Town as Conservation within the *Future Land Use Elemen*t and on the *Future Land Use Map*.

**POLICY 1.2.5:** ***Limiting Development within Wetland Areas.*** The Town shall limit development within all wetland areas to land uses supporting conservation facilities and water-related passive recreation activities.

**POLICY 1.2.6:** ***Sites under Construction Requirement.*** To protect water quality within lakes, the Town shall require sites under construction to provide measures to retard, impede, and treat surface water runoff, consistent with water quality level of service standards established in the *Public Facilities Element*.

**OBJECTIVE 1.3:** ***Protect the Quantity of Surface and Ground Water.*** Protect the quantity of surface and ground water through preservation of permeable surface and through promotion of conservation activities affecting the consumption of potable water.

**POLICY 1.3.1:** ***Avoid Reduction of Recharge Volumes Entering Ground Water Supplies.*** The Town shall avoid reduction of recharge volumes entering ground water supplies through the following governmental actions:

a. The *Future Land Use Element* and the *Future Land Use Map* shall promote land use activities and development densities which are compatible to high recharge potential percolation rates.

b. The *Public Facilities Element* shall promote recharge and discourage runoff.

c. Promote the application of permeable parking lot surfaces for commercial developments proposed within high recharge areas.

**POLICY 1.3.2:** ***State Grant Funds for Infrastructure Needs.*** The Town shall continue to research available State grant funds applicable for infrastructure needs/feasibility studies for local governments. ~~In the event~~ Where a wastewater system is installed, then the Town shall evaluate the merits of a wastewater reclamation program to reduce potable water consumption associated with lawn and landscaping irrigation.

**POLICY 1.3.3:** ***Compliance with Water Management District Consumptive Use Permit.*** The Town shall not exceed maximum allowable rates of water consumption issued by the St. Johns River Water Management District for ground water withdrawal from municipal wells. The Town shall comply with maximum allowable rates

specified within the Water Management District's *Consumptive Use Permit*.

**POLICY 1.3.4:** ***Cooperation with Water Management District Emergency Water Plan.*** The Town shall cooperate with the St. Johns River Water Management District (SJRWMD) in the enforcement of the provisions of the Water Management District's emergency water shortage plans, and in the implementation of the appropriate groundwater conservation and protection programs outlined in the Regional Water Supply Plan of the SJRWMD. [9J-5.013(2)(c)(4), F.A.C.]

**POLICY 1.3.5:** ***Promote Conservation of Water.*** To conserve potable ground water sources and to accomplish reasonable reductions in water consumption, the Town shall undertake the following activities:

a. The Town shall notify the St. Johns River Water Management District of the presence of any abandoned free-following artesian wells identified within its municipal jurisdiction.

b. ~~The Town shall require new developments to use non-potable water for irrigation where such non-potable water sources are available.~~ A distribution system for nonpotable water (i.e., stormwater, surface water, and reclaimed water) shall be installed throughout concurrent with development for all land uses within the project (i.e., residential and nonresidential). The nonpotable distribution system shall be developed in parallel to the potable water system and maintained for utilization when sufficient quantities of stormwater, surface water, or reclaimed water are available for irrigation. Irrigation systems installed in a development shall be designed to accept nonpotable water.

c. ~~The Town shall require low volume plumbing fixtures in all new construction.~~

~~d~~. c The Town shall routinely evaluate the performance of its water distribution system to determine if excessive leakage is occurring. In addition, the well pump water meters shall be monitored on a quarterly basis to assure proper operation and recording. The Town shall schedule repairs to any identified damage or deficiency in the distribution system based on the extent of damage, urgency to correct the problem, and availability of necessary funds. Any improvement qualifying

as a capital improvement and not deemed to represent an emergency shall be included within the *Capital Improvement Program*.

~~e~~. d The Town shall require new development to use and/or preserve native or drought-resistant vegetation for landscaping to the greatest reasonable extent.

**POLICY 1.3.6:** ***Preservation of Permeable Surface.*** The *Future Land Use Element* and the *Future Land Use Map* shall establish land use types and densities which are compatible to the preservation of permeable ground surface areas. Impervious surface ratios shall be based on open space requirements established by the Town, which in turn shall be consistent with hydrogeological and soil characteristics controlling development densities. The *Future Land Use Element* shall include open space requirements and impervious surface ratios for all land use categories consistent with the following guidelines:

| | Minimum open space requirements |
|---|---|
| Rural Lifestyle | 50% |
| Low Density Residential | 2 dwelling units per acre |
| Medium Density Residential | 25% |
| Town Center Mixed Use | 25% |
| Village Mixed Use | 25% |
| Neighborhood Commercial | 0.50 floor area ratio; 70% max. impervious surface coverage |
| Light Industrial | 70% max. impervious surface coverage; .6 FAR |
| Institutional | 25% |
| Recreation | Max. 30% impervious surface coverage |
| Conservation | No buildings except boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies. |
| Public/Utilities | 0.25 FAR; max. impervious surface coverage of 50% |

The open space definition and standards established in Policy 1.14.1 of this *Element* shall also be enforced by the Town.

**POLICY 1.3.7:** ***Water Supply Facilities Plan.*** Howey-in-the-Hills' *Water Supply Facilities Work Plan (Work Plan)* shall assess existing and projected water sources and needs for at least a 10-year planning period and consider the *Regional Water Supply Plan* of the St. Johns River Water Management District. The *Work Plan* will also identify traditional and alternative water supply sources, including water conservation efforts, which the Town may use to reduce or satisfy existing and projected water demands.

**POLICY 1.3.8:** ***Water Conservation and Work Plan.*** The Town will continue to implement the water conservation efforts identified in the *Work Plan*. These efforts will include concentrating on outreach and education as well as irrigation system modifications and indoor plumbing retrofits.

**OBJECTIVE 1.4:** ***Conserve and Protect Native Vegetative Communities.*** To establish performance criteria designed to protect and retain major vegetative communities and aquatic habitats, including Sandhill communities, and Wetlands. To preserve sufficient natural upland habitat of each community type and wetlands to maintain viable populations of all native plant and animal species.

**POLICY 1.4.1:** ***Alteration or Clearing of Native Habitat.*** Activities which require the alteration or clearing of native habitat of designated species shall be surveyed for occurrences of designated species by qualified ecologists prior to the issuance of a development permit.

**POLICY 1.4.2:** ***Management Plans and Land Dedication.*** Development activities which have adverse effect upon a designated species shall require mitigation or shall not be permitted. Where viable habitat for designated species occur on a site, management plans and incentives to dedicate lands for conservation shall be encouraged.

**POLICY 1.4.3:** ***Restriction of Development Activities.*** All development activities shall be prohibited within the preservation areas established in Policy 1.4.2 except for recreational and educational uses. A sufficient number of preservation/conservation areas of appropriate size and location shall be identified and maintained by the Town or other entity to guarantee protection of viable populations of all native plant and animal species.

**POLICY 1.4.4:** ***Priority of Preservation or Conservation Areas.*** Priority for preservation/conservation areas shall be placed on the following areas:

a. ***Shoreline.*** The area at the water line and landward at least 25 feet shall be preserved as natural areas for protection of plants, animals, and other wildlife as well as water quality.

b. ***Upland Vegetative Communities, Wildlife Habitats, and Protection of Endangered and Threatened Flora and Fauna Species.*** These natural resources and species shall be protected through the following activities:

1. Upland vegetative communities and wildlife habitats (particularly those identified as primary habitat for endangered or threatened species) for which the Town or State agency deems environmentally significant shall be protected from adverse impacts associated with development. Upland areas identified within the *Conservation Element* as essential breeding, feeding or habitat sites for endangered or threatened flora or fauna creatures shall be protected.

i. **Conservation Designation.** Important upland habitat may be designated as conservation under the following circumstances:

1. The site is owned by a government body or agency:

2. The site is programmed for purchase by a government agency within the first three years of the *Five-Year Schedule of Capital Improvements*.

3. The site is designated as conservation through the development review process.

A habitat management plan will not be required unless proposed development within the site designated as conservation intends to remove or displace an active nesting or breeding area on an endangered or threatened specie or will remove or eradicate a living endangered or threatened plant.

ii. **Undesignated Sites with Endangered or Threatened Species.** Any areas identified within the *Conservation Element* as refuge, breeding, feeding, or habitat areas of endangered or threatened species shall be subject to the following activities:

1. An applicant for development of any kind shall prepare a Critical Habitat Management Plan prepared by a professional biologist, ecologist, or other related professional. As a minimum standard this Plan shall analyze the following issues:

   a. Affected Species.
   b. Land needs to support continued on-site presence of the species.
   c. Impacts of proposed development which will disturb the species.
   d. Recommended management plans and measures necessary to protect the subject species.
   e. Cost to implement the recommended management plan.

The Town reserves the right to have a State agency review the Critical Habitat Management Plan and provide a response. The adequacy of the study shall be determined by the Town. The final development plan shall conform to recommendations determined within the study.

iii. **Tree Protection Ordinance.** The Town's Tree ~~and Native Vegetation~~ Protection Ordinance shall be used in managing and protecting the impacts of development on major vegetative communities and aquatic habitats. These regulations shall mandate fair and equitable restoration and/or compensatory mitigative measures in order to compensate for loss of vegetation and to enhance stabilization of fragile slopes and/or lake shorelines.

**OBJECTIVE 1.5:** ***Conserve, Appropriately Use and Protect Fisheries.*** Conserve appropriately use and project fisheries indigenous to Little Lake Harris.

**POLICY 1.5.1:** ***Manage Impacts of Development on Fisheries.*** The Town shall promote land use activities within the *Future Land Use Element* and designated on the *Future Land Use Map* which are compatible with preservation of fisheries within Little Lake Harris. The Town shall prohibit any land use which shall detrimentally affect water quality or water temperature within Little Lake Harris.

**POLICY 1.5.2:** ***Assist Federal and State Agencies in the Maintenance of Fish Populations.*** The Town shall coordinate with and assist Federal and State environmental and wildlife preservation agencies to protect fish populations within Little Lake Harris and to promote environmental management activities which enhance fish propagation through natural processes or by managed fish restocking.

**POLICY 1.5.3:** ***Aquatic Weed Control.*** The Town shall coordinate with the Lake County Water Authority to control any aquatic weed, algae blooms, or other aquatic plant proliferation occurring within Little Lake Harris.

**OBJECTIVE 1.6:** ***Conserve Wildlife and Wildlife Habitats.*** Conserve and Protect Wildlife and Wildlife Habitats through the management of growth and development within the Town, and through coordination with Lake County and State agencies involved in wildlife management.

**POLICY 1.6.1:** ***Manage Impacts of Development on Wildlife Habitats.*** The Town shall restrict development activities known to adversely impact endangered, threatened, or rare wildlife and wildlife habitats of special concern as defined by the Florida Fish and Wildlife Commission (FFWC) and/or Florida Department of Environmental Protection (FDEP).

**POLICY 1.6.2:** ***Coordinate with the State and Regional Agencies to Promote Preservation of Wildlife and Wildlife Habitats.*** The Town shall notify the Florida Department of Agriculture and Consumer Affairs to any significant clusters of endangered or threatened plant (fauna) species occurring within its jurisdiction. The Town shall notify the FFWC and/or FDEP in the presence of any roosting, nesting, or frequented habitat areas for endangered or threatened wildlife occurring within its jurisdiction.

**OBJECTIVE 1.7:** ***Protection of Soils, Minerals, and Environmentally Sensitive Lands***. Conserve, appropriately use, and protect soils, minerals, environmentally sensitive lands and native vegetative communities.

**POLICY 1.7.1:** ***Soil Erosion and Sedimentation Control.*** To prevent both soil erosion and sedimentation, the Town shall require a soil erosion and sedimentation control plan whenever a development will involve any clearing, grading, or other form of distributing land by movement of earth, provided that any one of the following applies:

- Excavation, fill, or any combination thereof will exceed 500 cubic yards.
- Fill will exceed 3 feet in vertical depth at its deepest point as measured from the natural ground surface.
- Excavation will exceed 4 feet in vertical depth at its deepest point as measured from the natural ground surface.
- Excavation, fill, or any combination thereof will exceed an area of 1,000 square feet.
- Plant and/or tree cover is to be removed from an area exceeding 1,000 square feet on any parcel of land: or
- Whenever excavation or fill is proposed within 100 feet of a stream, stream channel, or body of water, a soil erosion and sedimentation control plan shall be provided.

In addition to the standards listed above, all development and redevelopment projects involving land clearing shall comply with additional erosion control measures set forth in the Land Development Regulations.

**POLICY 1.7.2:** ***Tree ~~and Native Vegetation~~ Protection Ordinance.*** The *Tree ~~and Native Vegetation~~ Protection Ordinance* shall be applicable to all clearing and grading activities in Town. Developers shall be required to take precautionary measures, where necessary, to avert destruction or damage to native vegetation and existing trees.

**POLICY 1.7.3:** ***Coordination with the U.S. Soil Conservation District.*** The Town shall notify the local office of the U.S. Soil Conservation Service of any soil erosion problems that may occur within the Town's jurisdiction.

**POLICY 1.7.4:** ***Regulation of Mining Activities.*** No mining activities shall be permitted within the Town and discouraged in any neighboring area.

**OBJECTIVE 1.8:** ***Protection of Conservation, Floodplain, and Wetland Areas.*** The Town shall protect identified conservation, floodplains and wetland areas by implementing the following policies.

**POLICY 1.8.1:** ***Designation of Environmentally Sensitive Areas.*** The *Future Land Use Element* shall designate all wetlands, sink holes, floodplains, and surface waters as Conservation; the Town may designate significant high recharge areas, and undisturbed natural vegetative communities as Conservation depending on the necessity to protect such areas under this designation. The *Future Land Use Map* Series shall illustrate areas designated as Conservation. The precise delineation of each area must be through specific studies and field determination.

**POLICY 1.8.2:** ***Permitted Buildings in Conservation Areas.*** No buildings shall be permitted in areas designated for Conservation on the *Future Land Use Map* except for boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies.

**POLICY 1.8.3:** ***Additional Wetlands Protection.*** The Town shall continue to ensure that:

a) development plans for new development identify the location and extent of wetlands located on the property:

b) development plans provide measures to assure that predevelopment flows and quality of water will be provided to maintain wetlands after development; and,

c) where alteration of wetlands is necessary in order to allow reasonable use of property it should be clearly in the public interest and there is no practical alternative which reduces or avoids impacts to wetlands. Mitigation shall only be a last resort action to be used only after other measures such as reconfiguring of the development to avoid sensitive areas, reduction of density, etc. have been considered and shown not to be feasible. There shall be no net loss of sensitive lands. Any mitigation shall avoid impact to ecologically valuable uplands.

**POLICY 1.8.4:** ***Minimizing Fill within Floodplain.*** The Town shall ensure that flood control measures for new development minimize fill within the floodplain area defined within the Town's *Floodplain Protection Ordinance*. Where no alternative fill exists, compensatory storage

for such fill should be provided through excavation of a volume of uplands equivalent to the loss of storage within the defined floodplain caused by the placement of fill.

**POLICY 1.8.5:** ***Floodplain Mitigation.*** Development within the 100 Year Floodplain shall provide necessary mitigation to maintain the natural stormwater flow regime. The 100 Year Floodplain Zone shall be delineated within the *Future Land Use Map* Series. The boundary of the 100 Year Floodplain Zone shall be determined by the most recent Flood Insurance Maps prepared by the Federal Emergency Management Agency. Mitigation shall occur through the following activities:

a. ***Prohibited Land Uses and Activities.*** Storing or processing materials that would, in the event of a 100 Year Storm, be buoyant, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited. Material or equipment immune to substantial damage by flooding may be stored if securely anchored to prevent flotation or if readily removable from the area upon receipt of a flood warning. Manufacturing land uses shall be prohibited from encroaching the 100 Year Floodplain Zone.

b. ***Minimum Floor Height Elevation.*** All new construction and substantial improvements of existing construction must have the first-floor elevation for all enclosed areas at eighteen inches above the 100 year flood elevation.

c. ***Construction Materials and Methods.*** All new construction and substantial improvements of existing construction shall be constructed with materials and utility equipment resistant to flood damage and using methods and practices that will minimize flood damage and prevent the pollution of surface waters during a 100 year flood event.

d. ***Service Facilities and Utilities.*** Electrical heating, ventilation, plumbing, air conditioning, and other service facilities shall be designed or located to prevent water form entering or accumulating within the components during a base flood. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate both infiltration of flood water into the systems and discharges for the systems into flood waters.

e. ***Residential Subdivision Plans and Design.*** Plans and designs for subdivisions shall minimize potential flood damage by locating recreation and conservation uses, if included in the plans, to areas within the Flood Zone, reserving as much land as possible outside the flood zone for other land uses. Flood zones shall be identified on all final development plans submitted to the Town.

f. ***Stormwater Facilities.*** The Town shall require development to have drainage facilities in place and functioning concurrent with the impacts of development, as stipulated by deadlines established within the Concurrency Management System. Such drainage facilities shall be designed to comply with the Town's established level of service standard. Developers shall be required to install all necessary drainage facilities necessary to maintain the natural flow regime of the 100-year floodplain, consistent with level of service standards.

**POLICY 1.8.6:** ***Incompatible Land Uses.*** The Town shall ensure that future land uses that are incompatible with the protection and conservation of wetlands are directed away from wetlands.

**POLICY 1.8.7:** ***Legal Agreement.*** Newly created mitigated areas, preservation or conservation areas as a part of a development shall be identified in a legal agreement which ensures their protection and maintenance in perpetuity. These areas shall be depicted on the *Future Land Use Map* as Conservation lands.

**OBJECTIVE 1.9:** ***Hazardous Waste.*** Manage the use and disposal of hazardous wastes to protect natural resources and public health and safety.

**POLICY 1.9.1:** ***Collection and Disposal of Hazardous Waste.*** The Town shall cooperate with the County, State and Federal Government in the collection and disposal of hazardous waste.

**POLICY 1.9.2:** ***Protect Natural Ecological Systems and Resources.*** The Town shall continue to enforce land development regulations which incorporate development restrictions directed toward preserving natural ecological systems and resources.

**POLICY 1.9.3:** ***Assist Lake County Hazardous Waste Management Program.*** The Town shall assist Lake County in the monitoring and management of hazardous waste generators within Howey-in-the-Hills by

coordinating with the Lake County Department of Environmental Utilities to notify County staff about new commercial developments that may use or generate hazardous waste. The Town shall also notify the County of the presence of any disposed, buried, or stored wastes or material for which the volatility and chemical contents thereof are unknown.

**OBJECTIVE 1.10:** ***Conservation of Historically Significant Sites.*** Conserve historically significant sites to maintain the historical character of the Town.

**POLICY 1.10.1:** ***Promote the Identification of Historically Significant Sites.*** The Town shall coordinate with the State Division of Historic Resources in continuing to identify, protect, analyze, and explain the Town's historically significant sites. Such efforts shall include determination of their worth and vulnerability, as well as determination of specific applicable preservation management policies.

**POLICY 1.10.2:** ***Preservation of Historic, Archaeological, and Cultural Resources.*** The Town shall prohibit activities that depreciate or eliminate the historical value of sites registered on State or Federal historic files. Activities deemed adverse to the preservation of historic sites shall include:

a. Demolition or alteration of all or part of such sites.

b. Isolation from, or alteration of the associated environment.

c. Placement of visual, audible, or atmospheric elements that foster discordance with the character of the property.

d. Transfer or sale of a registered historical site without adequate contractual written agreement to maintain and preserve the historical character of the structure.

e. Removal or placement of native vegetation shall be subject to restrictions and requirements stated within the Town's *Tree and Native Vegetation Protection Ordinance*.

**POLICY 1.10.3:** ***Registration of Locally Historic Sites.*** The Town shall promote and support local efforts, including those fostered by the Lake County Historical Society, to effectively pursue registration of historically significant sites under Federal and State certified historical master files.

**POLICY 1.10.4:** ***Florida Master Site File.*** The Town shall use the *Florida Master Site File* as a resource to identify archeological resources and historically significant structures.

**OBJECTIVE 1.11:** ***Implementation and Evaluation of Conservation Activities.*** Conservation activities shall be evaluated and implemented according to the following policies:

**POLICY 1.11.1:** ***Conservation Activities and Capital Improvements.*** Conservation activities involving the purchase of land or the expenditure of funds qualifying as a capital improvement as defined within the *Capital Improvement Element,* shall be scheduled and budgeted within the *Five-Year Capital Improvement Program* and *Schedule*.

**POLICY 1.11.2:** ***Evaluating Conservation Activities.*** The Town shall periodically review conservation goals, objectives and policies supported in the *Conservation Element* of this *Comprehensive Plan* to measure the effectiveness of the Town's conservation activities. Deficiencies identified within the evaluation process shall be analyzed to determine ameliorative measures necessary for correction.

**OBJECTIVE 1.12:** ***Intergovernmental Coordination Activities for the Conservation of Natural Resources.*** Manage natural resources and conservation issues transcending the Town's jurisdictional area or constituting an issue of regional nature through intergovernmental coordination.

**POLICY 1.12.1:** ***Intergovernmental Coordination.*** The Town shall coordinate with Federal, State, and Lake County agencies to manage natural resources and conservation activities and identify and regulate wetland areas, floodplains, environmentally sensitive lands, conservation areas, and unique native habitats in Town. Such management activities shall engage, but not be limited to participation in technical review activities; ensuring public facilities are readily available to serve proposed developments; or attending public meetings regarding environmental issues that will have a direct or adverse impact to the Town.

**POLICY 1.12.2:** ***Coordination with the East Central Florida Regional Planning Council.*** The Town shall coordinate with the East Central Florida Regional Planning Council in preparing amendments to the Town's *Comprehensive Plan* and to review any development of regional impact (DRI) studies associated with any development within the Town, or for DRI projects impacting natural resources or conservation activities within Howey-in-the-Hills.

**OBJECTIVE 1.13:** ***Reducing Energy Requirements.*** Enhancing conservation and efficiency measures to reduce energy requirements shall be practiced.

**POLICY 1.13.1:** ***Energy Conservation Measures.*** The Town shall conduct energy audits, monitor energy use and implement cost-effective energy conservation measures in all public buildings.

**POLICY 1.13.2:** ***Promote the Use of Energy Saving.*** The Town shall continue to reduce levels of all air-conditioning, heating and lighting systems during non-business hours and promote the use of energy saving features in all government buildings.

**POLICY 1.13.3:** ***Energy Efficient Construction and Operation.*** Local codes and ordinances shall be structured to permit handicap implementation of energy efficient construction and operation.

**OBJECTIVE 1.14:** ***Redefining Open Spaces.*** To redefine and provide a more specific definition of open spaces and ensure that adequate uplands are preserved for the residents and guests of Howey-in-the-Hills to enjoy.

**POLICY 1.14.1:** ***Definition of Open Space.*** The Town hereby adopts the following definition for open spaces:

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

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

**POLICY 1.14.2:** ***Purchasing Environmentally Sensitive Lands and Uplands.*** To ensure adequate uplands are preserved for the public to enjoy, the Town shall acquire additional open space by purchasing

environmentally sensitive lands and lands adjacent to uplands as practical and feasible.

| Chapter 6 - Rereation and Open Space Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 1 | 1a | updated parkland acreage from "22.93" to "77.69" |
| 1 | 1a | removed sentence about only includes upland acreage |
| 1 | 1a | added sentence about using former landfill for parkland |
| 2 | Table 1 | updated park name, added Pine Park 2 acres, updated total acreage |
| 2 | Table 2 | updated level of service (LOS) acreage, park space needed, surplus acreage |
| 2 | b | added paragraph about schools in Town limits |
| 3 | d | added volleyball courts |
| 4 | 2 | added sentence about private recreation facilities |
| 4 | 3 | removed sentence about 4.5 acres designated for recreation |
| 5 | 4 | revised sentence about sidewalks |
| 5 | 4 | added sentence referencing Table 4 in Transportation Element |
| 5 | Table 3 | removed this table |
| 8 | Table 4 | changed to Table 3, update years to "2023-2040" |
| 9 | Policy 1.1.1 | changed year from "2035" to "2040" |
| 11 | Policy 1.1.4 | added "and/or service improvements" |
| 11 | Policy 1.1.6 | removed date, added "enforce minimum standards" |
| 13 | Policy 1.4.2 | removed Lake Illinois |
| 13 | Policy 1.5.1 | changed 50% to 25% for max allowable wetlands to be counted as open space |
| 14 | Policy 1.6.3 | removed last sentence about Park Impact Fee Ordinance |

# RECREATION AND OPEN SPACE ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED APRIL 22, 2020

# RECREATION AND OPEN SPACE ELEMENT
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# CHAPTER 6
# RECREATION AND OPEN SPACE ELEMENT

## A. INTRODUCTION

### 1. Purpose

The purpose of the *Recreation and Open Space Element* is to plan for a comprehensive system of public and private recreation and open space sites which are available to the public, but which are not inappropriate for the size and physical constraints of the Town.

This *Element* of the *Comprehensive Plan* assesses current opportunities, analyzes future needs and contains goals, objectives and policies that shall be used by the Town to ensure public and private recreation and open space sites available to the public within the Town's boundaries are adequate for the needs of the Town and its citizens, but are not inappropriate for the size and physical constraints of the Town.

## B. EXISTING RECREATION SITES

Long-range recreation and parks systems planning is a vital component of community planning. In order to facilitate the accomplishment of a successful comprehensive parks plan, an inventory of existing recreational facilities and programs must be undertaken. Recreation and open space opportunities in Howey-in-the-Hills and its immediate vicinity are described below.

### 1. PUBLIC FACILITIES

This section assesses the public facilities in Howey-in-the-Hills and its immediate vicinity.

#### a. Town Parks and Recreation

There are ~~22.93~~ 77.69 acres of parkland in Howey-in-the-Hills. The largest park in Town is the Sarah Maude Nature Preserve, which is about 54 acres of preserve and 17 acres of upland ~~(the Town only includes the upland acres in the overall parkland acres)~~ and the smallest Town park is Tangerine Point Park at 0.1 acres. Table 1 below features the list of Town parks with their corresponding acreage. There has been discussion about using the former Town landfill for parkland, but site development has not been undertaken yet. When completed the site will add approximately five acres to the park inventory.

**TABLE 1: HOWEY-IN-THE-HILLS PARKS, 2010**

| Park | Acreage |
|---|---|
| Griffin Park | 5.5 acres |
| Sara Maude Nature Preserve | 54.4 acres preserve<br>16.9 upland acres |
| Blevins Park | 0.25 acres |
| ~~Market~~ Grove Square Park | 0.11 acres |
| Tangerine Point Park | 0.1 acres |
| Central Park | 0.43 acres |
| Pine Park | **2.00 acres** |
| **TOTAL** | **~~23.29~~ 79.69 acres** |

Source: Town of Howey-in-the-Hills Staff

The Town requires that level of service be met for park space. Table 2 below outlines the requirements for park space.

**TABLE 2: EXISTING LEVELS OF SERVICE FOR PARKS**

| Land/Facility | LOS | Adopted LOS | Land/Facilities Needed Based on BEBR Pop. Of ~~1,106~~ 1,790 as of ~~2015~~ 2023 | Surplus or Deficiencies ~~2015~~ 2023 |
|---|---|---|---|---|
| Park Space | ~~23.29~~ 25.29 acres | 6.5 acres of park space per 1,000 residents | ~~7.2~~ 11.6 acres of park space | Surplus of ~~16.09~~ 13.69 acres |

**b. School Board of Lake County**

There are currently three public school facilities located within the Town limits. Three separate schools use two of the facilities; Lake Hills School facility having two separate schools, one for the profoundly disabled children of Lake County and a second school for behaviorally challenged handicapped children. Lake Success Academy located in the old Howey Elementary School facility is used to serve another limited student population. In addition the old Howey Academy facility and a second facility across the street from the Howey Academy facility are used for back office staff functions of the school district. All functions located in Howey serve county-wide services.

The Lake County School District has purchased a 19-acre tract on CR 48 near SR-19 which is currently designated for an elementary school. No timetable has been set for construction of the school as it is not in the current five-year capital facilities plan.

~~Lake Hills School, which serves students with moderate to profound disabilities from Pre-K to the 12th grade, is the only public school located in Town.~~ Lake Hills School sits on approximately 17 acres of land along South Lakeshore Drive. The recreational and open space facilities at the school include playground areas and equipment for young school children and varied open spaces between such facilities. The Lake Hills School has sufficient space needed to accommodate ball fields on the site.

There are three Lake County public schools (Astatula Elementary School, Tavares Middle School and Lake Technical Center - Astatula) within 5 miles of Howey-in-the-Hills. Astatula Elementary and Tavares Middle have the typical recreational facilities provided onsite such as ball fields, gymnasiums, outdoor tracks, children playground areas, etc. All these schools can be easily accessed by the Town's residents.

### c. Libraries

There is a library located in Howey-in-the-Hills, the Marianne Beck Memorial Library located on West Central Avenue next to the Town Hall building. The Town owns and operates the library. The Marianne Beck Memorial Library's card enables residents to tie directly to the Lake County Library System catalog.

There is also a public library in Tavares about 5 miles from Howey-in-the-Hills. It also provides library services to the residents of Howey-in-the-Hills. Although it is not within the Town limits, it is within easy access of all Town's residents.

### d. Lake County

The County's Parks and Trails Division maintains parks, recreation sites and boat ramps, and natural public lands in the County. There are three dozen parks, preserves and boat ramps dispersed across the County.

The Hickory Point Recreational Waterfront Park, which is about 2 miles northeast of Town, is the closest County operated facility to the Town. Hickory Point premiered in February 1992. With 12 paved boat ramps, including two that can accommodate deep-draft vessels, and ample parking for vehicle and boat trailers, the park offers the basic amenities for all sort of anglers. Along with the boat ramps into Lake Harris, Hickory Point offers a day-use marina (no overnight mooring allowed) with an observation platform and two fishing piers. The park also features a swimming beach, volleyball courts, boardwalks, outdoor picnic areas with barbecue grills, open-field play areas, nature trail, playground, horseshoe pits and a sand volleyball court. The highlight of Hickory Point is its two-story, screened picnic pavilion with first-floor picnic tables and barbecue grills. The second floor

features two screened banquet rooms. The pavilion can accommodate small groups or large gatherings of up to 275 people.

The Lake Jem Park, which is about 8 miles northeast of Town in Tavares, is the second closest County operated facility to the Town. Lake Jem Park offers visitors the opportunity to launch a boat, canoe or kayak into the Beauclair Canal, hike the 1/2-mile nature trail, fish from the banks of the canal or have a family picnic while the children enjoy the playground shaded by huge Live Oaks.

**e. State of Florida**

The Division of Forestry of the Florida Department of Agriculture and Consumer Services does not administer any state forest lands in and/or adjacent to Howey-in-the-Hills.

## 2. PRIVATE FACILITIES

The private sector provides recreation and leisure opportunities that reduce demands for public recreation services. Through its site plan review process the Town can encourage developers to construct pedestrian and bicycle paths linking residential developments with off-site recreational facilities. Private recreation facilities are a requirement of the Village Mixed Use developments.

The Mission Inn Resort and Country Club, which is located partially within the Town, provides a world class golf course, tennis and a state-of-the-art fitness center for its members and guests.

Other for-profit sites in the Howey-in-the-Hills area may provide facilities for indoor activities, such as movie theaters, a bowling alley and game rooms.

## 3. EXISTING OPEN SPACE

The Town defines natural reservations and open spaces as land that is relatively free of manmade structural mass, and shall be provided for the aesthetic, health, environmental and economic benefits in any new development. Open space can provide buffering, assist in insuring privacy, provide a forum for growth of trees and animals, and provide recreational activity areas. Open space lands may be preserved, enhanced and restored in order to maintain or improve the natural, scenic, ecological, cultural, hydrological, or geological values of a given property.

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

## 4. EXISTING BICYCLE/PEDESTRIAN PATHWAYS

While the Town has not adopted an official Bicycle/Pedestrian Master Plan, it has developed an inventory of the bicycle and pedestrian pathways in the Town. Overall, there are about 11.5 miles combined of bicycle/pedestrian pathways in Town (see Table 3 and the Town's *Existing and Future Transportation Maps*). The residents and guests of Howey-in-the-Hills value the quality of life associated with the bicycle/pedestrian pathways in Town. Additionally, the bicycle/pedestrian pathways contribute to the unique hometown charm.

The pedestrian pathways are primary located in the downtown area, along a few residential streets in the northern portion of Town, and along Lakeshore Drive. ~~There are about 4 miles of pedestrian pathways in Town.~~ The new residential areas of Venezia and Talichet have sidewalks on both sides of all streets. A complete sidewalk inventory is provided in Table 3 of the Transportation Element.

The bicycle pathways in Town are along State Road 19 and County Road 48. While there is no striping indicating that these are bicycle lanes, the shoulders are wide enough to classify them as bicycle lanes. There are about 8 miles of bicycle pathways in Town. Table 4 of the Transportation Element provides a listing of these pathways. The Hilltop Groves subdivision is committed to providing a multi-use bicycle and pedestrian pathway through the project connecting SR-19 and Number Two Road. The Town has also designated the 2-acre Pine Park Tract as a trail head.

~~**TABLE 3: EXISTING BICYCLE/PEDESTRIAN PATHWAYS, 2010**~~

| ~~Facility Type~~ | ~~General Description~~ | ~~Miles~~ |
|---|---|---|
| ~~Pedestrian~~ | ~~Lakeshore Dr. from E. Laurel Ave. to Lake Hills School~~ | ~~1.25~~ |
| ~~Pedestrian~~ | ~~SR 19 on left side heading north from W. Oleander Dr. to W. Magnolia Ave.~~ | ~~0.84~~ |
| ~~Pedestrian~~ | ~~SR 19 on Left heading south from N. Citrus Ave. to E. Lakeview Ave.~~ | ~~0.81~~ |
| ~~Pedestrian~~ | ~~E Laurel on north side from SR 19 to 2nd House from Lakeshore~~ | ~~0.26~~ |
| ~~Pedestrian~~ | ~~E Laurel on south side from SR 19 to 2nd House from Lakeshore~~ | ~~0.26~~ |
| ~~Pedestrian~~ | ~~E Magnolia on north side from SR 19 to 3rd house from Temple~~ | ~~0.12~~ |
| ~~Pedestrian~~ | ~~W. Central Ave. on north side from Library parking edge to SR 19~~ | ~~0.06~~ |
| ~~Pedestrian~~ | ~~W. Central Ave. on south side from Library parking edge to SR 19~~ | ~~0.06~~ |
| ~~Pedestrian~~ | ~~E Central Ave. on south side from SR 19 to 3rd building from N. Lakeshore Dr.~~ | ~~0.10~~ |
| ~~Bicycle~~ | ~~SR 19 Right Shoulder from southern town limits to northern town limits~~ | ~~3.22~~ |
| ~~Bicycle~~ | ~~SR 19 Left Shoulder from southern town limits to northern town limits~~ | ~~3.22~~ |
| ~~Bicycle~~ | ~~CR 48 left shoulder from town limits to SR 19 intersection~~ | ~~0.67~~ |
| ~~Bicycle~~ | ~~CR 48 right shoulder from town limits to SR 19 intersection~~ | ~~0.67~~ |

| | | |
|---|---|---|
| | ~~TOTAL~~ | ~~11.53~~ |

~~Source: Town of Howey-in-the-Hills and B&H Consultants, Inc.~~

### 5. Waterways

There are no rivers or streams that flow through the Town. Lake Illinois and several unnamed lakes are within the Town limits. Additionally, the Town is adjacent to Little Lake Harris. The majority of these lakes are maintained by the County. There are no lakes in Town classified as "A Florida Outstanding Water". The lakes are used for boating, swimming, fishing and other water activities. Additionally, the Town has classified the land that is adjacent to Little Lake Harris or Lake Illinois as either conservation/open space or recreation lands on the *Existing* and *Future Land Use Maps*. The Town has adopted measures to ensure the conservation and protection of these lands from development.

## C. ANALYSIS

There are more than adequate passive recreational facilities and open spaces readily available and accessible to the residents and guests of Howey-in-the-Hills.

The Town shall continue to coordinate with the County on establishing measures to enhance the recreation and open space opportunities in Town. The Town will also continue to solicit grants from public and private agencies and donations of money to improve and enhance existing public recreational facilities.

There are no known problems regarding the accessibility of the Town's parks or recreational facilities by the elderly, the handicapped or the economically disadvantaged.

The County operated parks in the area will serve populations well beyond the residents and guests of the Town. Access to these parks will be almost exclusively by car.

The existing road network is not severely congested and there is a significant opportunity for additional bicycle/pedestrian pathways in Town. The proposed bicycle pathways are presented on the Town's *Future Transportation Map*.

Lakeshore Drive, which is considered a local scenic route, runs along Little Lake Harris. The existing residential structures, presence of environmentally sensitive areas, recreational paths and open spaces, and proximity to Little Lake Harris make it a valuable asset to the Town. As such, to preserve the quality of life for the residents and visitors of Howey-in-the-Hills, the Town has declared Lakeshore Drive as a constrained facility. A constrained roadway is one in which adding lanes to meet current or future needs is not possible due to physical, environmental or policy barriers.

Table 4 3 below outlines the requirements as well as the current and projected levels of service for park space. The Town does have the sufficient land needed to support the demand for park space and bicycle/pedestrian pathways during the planning period. As developments are considered, the Town will continue to ensure that park space and bicycle/pedestrian pathways will be required as part of those residential developments and that adopted level of service standards are met.

The Town shall continue to enforce the *Goals, Objectives,* and *Policies* of this *Element* to ensure the provision and maintenance of sufficient parks, recreation facilities, and open space areas are available to the residents and visitors of Howey-in-the-Hills.

**TABLE 4 3: HOWEY-IN-THE-HILLS' PROJECTED LEVELS OF SERVICE FOR PARKS, ~~2015 -2035~~ 2023 -2040**

| Land/Facility | ~~2015~~ 2023 Park Area | Adopted LOS | Land/Facilities Needed to support ~~2020~~ 202 f3 population | ~~2020~~ 2023 Surplus or Deficiencies | Land/Facilities Needed to support 2025 population | 2025 Surplus or Deficiencies | Land/Facilities Needed to support 2030 population | 2030 Surplus or Deficiencies | Land/Facilities Needed to support ~~2035~~ 2040 population | ~~2035~~ 2040 Surplus or Deficiencies |
|---|---|---|---|---|---|---|---|---|---|---|
| Park Space | ~~23.29~~ 25.29 acres | 6.5 acres per 1,000 population | ~~11.47~~ 11.60 acres | Surplus of ~~11.82~~ 13.69 acres | ~~13.77~~ 12.87 acres | Surplus of ~~9.52~~ 12.42 acres | ~~15.14~~ 15.98 acres | Surplus of ~~8.15~~ 9.31 acres | ~~16.20~~ 22.98 acres | Surplus of ~~7.09~~ 2.31 acres |

## D. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1:** Ensure maintenance and improvement of existing public parks, recreation facilities and open space areas to satisfy the health, safety, and welfare needs of the Town's citizens and their guests, and enhance the total quality of life within the Town, in an efficient and appropriate manner.

**OBJECTIVE 1.1:** ***Provision of Adequate Recreational Opportunities.*** Assure the provision of adequate recreational opportunities for all residents and their guests to meet the Level of Service Standards during the short-range and long-range planning periods.

**POLICY 1.1.1:** ***Level of Service Standards.*** The Town hereby adopts the following minimum level of service through the year ~~2035~~ 2040.

| Facility | Level of Service |
|---|---|
| Park Space | 6.5 Acres per 1,000 residents |

**POLICY 1.1.2:** ***Size and Population Guidelines.*** The Town hereby establishes the following size and population guidelines for recreational facilities and user-oriented parks:

**Population Guidelines for User-Oriented Outdoor Recreation Activities**

| Activity | Resource* Facility | Population Served |
|---|---|---|
| Golf | 9-hole golf course | 25,000 |
| Golf | 18-hole golf course | 50,000 |
| Tennis | Tennis court | 2,000 |
| Baseball/softball | Baseball/softball field | 3,000 |
| Football/soccer | Football/soccer field | 4,000 |
| Handball/racquetball | Handball/racquetball court | 10,000 |
| Basketball | Basketball court | 5,000 |
| Swimming (Pool) | Swimming (Pool)* | 8,700 |
| Shuffleboard | Shuffleboard court | 1,000 |
| Freshwater fishing non-boat | 800 feet of Fishing pier | 5,000 |
| Freshwater fishing power boating, water skiing, and sailing | Boat ramp lane | 1,500 |

* Based on a standard community swimming pool measuring 81 ft x 60 ft (4,860 ft).

**Size and Population Guidelines for User Oriented Park Sites:**

| | |
|---|---|
| **District Park**: | 5 acres per 1,000 population and a minimum park size of 5 acres |
| **Vest Pocket /Tot Lot Park** | 0.5 acres per 1,000 population and a minimum park size of 1 acre or 0.25 acres for parks adjoining schools |
| **Community Park** | 2 acres per 1,000 population and a minimum park size of 20 acres or 5 acres for parks adjoining schools |
| **Neighborhood Park** | 2 acres per 1,000 population and a minimum park size of 5 acres or 2 acres for parks adjoining schools |

Source: Florida Department of Environmental Protection – Division of Parks and Recreation, Outdoor Recreation in Florida – 2000: Florida's Statewide Comprehensive Outdoor Recreation Plan, Tables 4.3, 4.4 and 4.5.

**Urban-District Park** - An urban-district park is designed to serve the recreation needs of several communities, a city, or a county, and usually provides some areas and facilities that are resource-based. Typical areas and facilities include natural areas, campgrounds and play apparatus. Additional facilities may include a zoo, a golf course or a botanical garden.

Driving periods of up to 30 to 40 minutes may be required to reach an urban-district park, which should, when possible, be located on the periphery of a large urban area. Such parks should serve an average population of 50,000, with a desirable space allowance of 5 acres per 1,000 people. While 100 acres may meet minimum requirements, a size range of 200 acres or more is desirable.

**Vest Pocket/Tot Lot Park** - Equipped play areas, or "tot lots" as they are often called, are open areas with play apparatus for preschool and school age children. It is recommended that an equipped play area serve neighborhoods of between 500 and 2,500 people on a minimum of 1/4-acre at a site adjoining an existing recreation facility or elementary school. Elsewhere, 1 acre is suggested. Recommended facilities include play apparatus, landscaping, benches and open space. Depending on local recreation needs, picnic tables may be included.

**Community Park** – A community park is a "ride to" park, located near major streets. It is designed to serve the needs of 4 to 6 neighborhoods. It serves an area with a radius of up to 3 miles, or a service population of up to 25,000. A minimum of 20 acres for each community park is recommended, with acreage needs based on a standard of 2 acres per 1,000 population. Typical facilities at a community park may include swimming pools, ball fields, tennis courts, play areas, picnic areas, multipurpose courts, recreation buildings, and sports fields. Additional recreation

facilities may be included to meet a particular recreation demand in the community. Two important elements of every community park are the use of landscaping and the provision of passive recreation activity areas.

**Neighborhood Park** – The neighborhood park is a "walk-to" park, generally located along streets where people can walk or bicycle without encountering heavy traffic. It serves the population of a neighborhood in a radius of up to one-half mile and should have at least 2 acres for each 1,000 population. Its size usually ranges from 5 to 10 acres, and it serves a population of up to 5,000.

Because the service areas of a neighborhood park and an elementary school often coincide, it is desirable for the neighborhood park to physically join the elementary school, when feasible. Typical facilities developed in the neighborhood park may include play apparatus, recreation buildings, multipurpose courts, sports fields, picnic areas and free play areas. Additional facilities may be added, depending on the recreation demands of the neighborhood.

**POLICY 1.1.3:** ***Concurrency Management System.*** Minimum land requirements needed to comply with the above adopted level of service standard shall be monitored and evaluated on an annual basis during the Town's Concurrency Management System annual update.

**POLICY 1.1.4:** ***Planned Capital Improvements.*** The Town shall include land acquisition for recreation space and facilities within the *Capital Improvement Schedule* if future demand and/or service improvements warrant~~s~~ additional recreation space.

**POLICY 1.1.5:** ***Mandatory Dedication of Land.*** The Town shall require new development to provide recreation space and/or facilities, or pay fees in lieu thereof, consistent with the *Park and Impact Fee Ordinance* minimum level of service acreage requirements as applied to anticipated population associated with said development.

**POLICY 1.1.6**: ***Incentives to Developers.*** The Town shall, ~~by December 2012~~, ~~adopt incentives~~ enforce minimum standards in the Land Development Regulations for developers to provide additional recreation facilities in their developments and recognize that private parks, open space and recreational areas within a development are an integral part of the recreational facilities provided to the Town's residents and guests.

**OBJECTIVE 1.2:** ***Maximize Use of Existing Recreation Space.*** Maximize the use of existing recreation space by promoting recreation activities.

**POLICY 1.2.1:** ***Implementing Organized Recreation Activities.*** The Town shall consider implementing organized recreational activities for the Town's residents.

**POLICY 1.2.2:** ***Innovative Site Design.*** The Town shall encourage the use of innovative site design and development techniques in order to maximize the provision of usable recreational facilities and open space areas at a minimum cost.

**POLICY 1.2.3:** ***Maintenance of Existing Public Recreational Facilities.*** The Town shall actively solicit grants from public and private agencies to improve and enhance existing public recreational facilities.

**OBJECTIVE 1.3:** ***Efficient and Convenient Access.*** Recreation sites and facilities shall be accessible to the public through efficient and convenient entry and through availability of parking where feasible.

**POLICY 1.3.1:** ***Access to Recreation Sites.*** Vehicular access ways leading to recreation sites shall meet all Town standards as outlined in the Land Development Regulations.

Access ways for bicycle and pedestrian traffic shall also be included, unless analysis of traffic circulation facilities indicates that such design lacks feasibility due to cost limitations, design constraints, or a threat to public safety.

**POLICY 1.3.2:** ***Available Automobile Parking.*** The Town shall require the provision of designated parking areas, either paved or unpaved, at all recreation sites according to parking requirements established within the Land Development Regulations.

**POLICY 1.3.3:** ***Secure Storage Areas for Bicycles.*** Bicycle storage areas shall be provided at all recreation sites. The type and quantity of such facilities shall be determined by the Town Council.

**POLICY 1.3.4:** ***Access to Sites and Facilities for Transportation Disadvantaged.*** The Town shall assure that all recreation sites are accessible to transportation disadvantaged (handicapped and elderly) citizens through the provision of designated handicapped parking areas, as required by State law, and through design consideration to recreation facilities that enable participation.

**OBJECTIVE 1.4:** ***Access to Little Lake Harris and Lake Illinois.*** Provide public access points to Little Lake Harris and Lake Illinois.

**POLICY 1.4.1:** ***Acquire and Maintain Access Points to Lakefront Areas.*** The Town shall emphasize recreation facilities, when a public demand has been identified, which promote access to Little Lake Harris.

**POLICY 1.4.2:** **Coordinate Public and Private Efforts.** The Town shall coordinate public and private efforts to provide, improve, and enhance public access points to Little Lake Harris ~~and Lake Illinois~~ to be used as recreational opportunities for the Town's residents and guests.

**OBJECTIVE 1.5:** ***Assure Provision of Open Space.*** Assure provision of Open Space through land acquisition or dedications.

**POLICY 1.5.1:** ***Open Space Definitions.*** The Town hereby adopts the following definition for open space.

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

| | **Minimum open space requirements** |
|---|---|
| Rural Lifestyle | 50% |
| Low Density Residential | 2 dwelling units per acre |
| Medium Density Residential | 25% |
| Town Center Mixed Use | 25% |
| Village Mixed Use | 25% |
| Neighborhood Commercial | 0.50 floor area ratio; 70% max. impervious surface coverage |

| | Minimum open space requirements |
|---|---|
| Light Industrial | 70% max. impervious surface coverage; .6 FAR |
| Institutional | 25% |
| Recreation | Max. 30% impervious surface coverage |
| Conservation | No buildings except boardwalks, docks, observation decks, and similar facilities as allowed by the Town and all regulatory agencies. |
| Public/Utilities | 0.25 FAR; max. impervious surface coverage of 50% |

**OBJECTIVE 1.6:** ***Coordinate Public and Private Recreation Resources.*** Coordinate recreation planning activities with Local and State Governments to avoid duplication of services.

**POLICY 1.6.1:** ***Public Access to School Facilities.*** The Town shall coordinate with Lake County and the Lake County School Board to establish an interlocal agreement which allows public access to school recreation sites when school is not in session including the Lake Hills School along S. Lakeshore Drive and any proposed public schools in and/or adjacent to the Town .

**POLICY 1.6.2:** ***Coordination with Lake County Park System.*** The Town shall coordinate with the Lake County Parks and Recreation Division prior to the scheduling of recreation improvements in the Town's *Capital Improvement Element* to assure that duplication of recreation services does not occur with Lake County parks and recreation facilities and that existing facilities are used to their maximum capacities. Coordination shall also include a review of the priority of County recreation improvements in order to incorporate Howey-in-the-Hills recreation interests and needs.

**POLICY 1.6.3:** ***Coordination with Private Recreation Space and Facilities.*** The Town shall coordinate with the private development sector to assure that new residential developments within Howey-in-the-Hills provide a fair and equitable share of recreation space and facilities demanded by their occupants. ~~This will be primarily accomplished through the *Park Impact Fee Ordinance*~~.

| Chapter 7 - Intergovernmental Coordination Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 3 | 2 | changed population count year from "2015" to "2020" |
| 3 | 2 | changed population from "1106" to "1803" |
| 3 | 2 | changed expected growth through "2045" |
| 4 | 2 | removed paragraph about Mayor and Council |
| 4 | 2 | changed "no adjacent municipality" to "Groveland" |
| 4 | B | added City of Groveland |
| 4 | B | changed "Department of Community Affairs" to "Commerce" |
| 4 | B | removed Haines City |
| 4 | B | removed LCBCC |
| 4 | B | added LCBCC ISBA |
| 4 | B | removed LCBCC engineering study for Lakeshore Boulevard |
| 5 | B | replaced Mayor with Town Manager |
| 5 | B | removed coordination by telephone, email, visits, fax |
| 6 | D | removed "The Mission" |
| 6 | E | updated paragraph about potable water service area |
| 6 | F | revised sentence about coordination mechanisms |
| 6 | F | deleted paragraph about ongoing efforts to establish a Joint Planning Agreement (JPA) |
| 6 | F | add LC to annexation considerations |
| 7 | F | removed section reference |
| 7 | F | added sentence about continuing to apply school concurrency criteria |
| 7 | G | deleted word "willingly" |
| 8 | Policy 1.1.4 | revised sentence about establishing JAA |
| 11 | Policy 1.5.3 | changed "Deptartment of Community Affairs" to "Commerce" |
| 12 | Policy 1.5.8 | removed this policy regarding water supply facilities work plan |
| 13 | Policy 1.5.9 | removed this policy and updated subsequent numbers accordingly |
| 14 | Policy 1.5.13 | removed this policy regarding providing potable water interconnection for emergency |
| 15 | Policy 1.7.1 | changed Clerk to Manager |
| 16 | Policy 1.8.2 | changed "Deptartment of Community Affairs" to "Commerce" |
| 16 | Objective 1.9 | removed this objective regarding campus master plan |

# INTERGOVERNMENTAL COORDINATION ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

UPDATED APRIL 22, 2020

**INTERGOVERNMENTAL COORDINATION ELEMENT**
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# CHAPTER 7
# INTERGOVERNMENTAL COORDINATION ELEMENT

## A. INTRODUCTION

### 1. Purpose

It is the purpose of the *Intergovernmental Coordination Element* to identify and resolve incompatible goals, objectives, policies and development proposed in local government comprehensive plans and to determine and respond to the needs for coordination processes and procedures with adjacent local governments, and regional and state agencies. Intergovernmental coordination shall be utilized to the extent required to carry out the provisions of this Chapter.

The effective implementation of federal, state, regional and local planning policies requires:

1) the identification of all agencies with which the local government must coordinate.
2) a thorough understanding of the roles of each agency and that of the local government; and
3) the creation of adequate intergovernmental coordination mechanisms to carry out policies.

This *Element* seeks to accomplish these objectives through a systematic identification and analysis; deficiencies are addressed and actions to improve coordination are proposed.

Through analysis and subsequent improvement of intergovernmental coordination, local governments will be able to identify and resolve incompatible goals, objectives, policies, and development proposed in its local comprehensive plan.

Ultimately, the refinement of such a process should allow local governments to coordinate comprehensive planning with other entities, ensuring compatible development and adequate public services across jurisdictional boundaries. The coordination process is a continuous one and should provide for effective monitoring evaluating systems as well.

### 2. Howey-in-the-Hills' Setting

The Town of Howey-in-the-Hills is located in Central Florida within the central portion of Lake County. The Town has modestly grown over the years with a ~~2015~~ 2020 population of ~~1,106~~ 1803. The Town does have several major subdivision projects in the pipeline which are expected to fuel some additional growth through ~~2035~~ 2045.

~~The Town has a voting mayor, four council positions, and appointed positions consisting of the town clerk, police chief, planning director, and public works director. The Council also acts as the Land Planning Agency.~~

~~No municipality is~~ Groveland is the only city directly adjacent to Howey-in-the-Hills. ~~However,~~ The City of Tavares is about 1 ½ miles northeast of Town, the City of Leesburg is about 4 miles northwest of Town, the Town of Astatula is about 1 ½ miles east of town, and the City of Groveland is about 2 miles south of Town.

## B. INTERGOVERNMENTAL COORDINATION DATA REQUIREMENTS

Howey-in-the-Hills is a small town that has formal agreements with many governmental entities in order to coordinate future planning and provide daily services. One example is the agreement with Lake County for fire and rescue services. Another example is the interlocal agreement with the local governments in Lake County, including Lake County Public Schools, for school concurrency.

Inventory – Adjacent Governments, School Board, Agencies, Districts and Utilities that Provide Services to the Town include:

City of Groveland

East Central Florida Regional Planning Council.

Florida Department of Agriculture.

Florida Department of ~~Community Affairs~~ Commerce.

Florida Department of Environmental Protection.

Florida Department of Transportation.

Florida Fish and Wildlife Commission.

~~Haines City – Utilization of Special Magistrate to Enforce Municipal Codes; 2009-current~~.

~~Lake County Board of County Commissioners – Annexation of a portion of County Road 48, Number Two Road, and North Buckhill Road for Police Protection and Traffic Control; 2007-current~~.

Lake County Board of County Commissioners – Interlocal Service Boundary Agreement, 2013.

Lake County Board of County Commissioners - CDBG, 2009-2010.

Lake County Board of County Commissioners - Contractor Licensing and Regulations Services; 2008-current.

~~Lake County Board of County Commissioners - Engineering Study for Lakeshore Blvd and East Revels Road; 2009-2010~~.

Lake County Board of County Commissioners - Animal Control, 2005- current.

Lake County Board of County Commissioners – Collection of Impact Fees and Fire Rescue Assessments; 2002-current.

Lake County Board of County Commissioners – County wide Communications System; 2007-current.

Lake County Board of County Commissioners – Distribution of Local Government Infrastructure Surtax; 2000-current.

Lake County Board of County Commissioners – Library Systems; 2008-current.

Lake County School Board – Community Development District for Wastewater Services for the Lake Hills Exceptional Student Education Center; 2008-current.

Lake County School Board – School Facilities Planning and Siting; 2006-current.

Lake County School Board (Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency); 2008-present.

Lake County Water Alliance; 2005-current.

Lake-Sumter Metropolitan Planning Organization; 2007-current; and

St. Johns River Water Management District.

Coordination with the Board of County Commissioners is by the ~~Mayor~~ Town Manager with assistance as needed by ~~the other~~ members of the Council, the Town Attorney, and the Town Clerk ~~and her staff~~. ~~Coordination is by telephone, email, personal visits, letters or FAX~~. The Police Chief coordinates with the sheriff. ~~Telephone, email, personal visits, letters and FAX are used~~. Where applicable, joint planning and service agreements are used

## C. LAKE COUNTY SCHOOL BOARD

An interlocal agreement with the Lake County School Board was initially adopted in 2006 and amended in 2008. The Town will keep the Lake County School Board advised as to new developments and development patterns along with associated data and population projections to aid in the planning of school expansions and new schools. Similarly, the School Board will keep the Town informed of their plans and needs for new facilities and sites. An agreement to include the School Board in the development review process on a regular basis is beneficial to both parties. The Town currently sends all proposed residential development projects to the Lake County Schools Planning Department to assist in their planning efforts.

Specific problems and needs identified in all *Elements* of this *Plan* would benefit at least indirectly from improved or additional intergovernmental coordination. Such agreements with the Lake County School Board would allow for more efficient provision of facilities and services including roads, water, sewer, parks, recreation, schools and public safety.

## D. WASTEWATER SERVICE AGREEMENTS

In 2007, the Town of Howey-in-the-Hills and the Central Lake Community Development District (CDD), a Florida Special District created pursuant to Chapter 190 of the Florida Statutes, entered into a wholesale wastewater service agreement with ~~The Mission~~, The Reserve, and Venezia North and South planned unit developments. The developments will connect to the CDD's wastewater system and purchase wastewater capacity on a wholesale basis. It is important to note that the Town will own and maintain the wastewater collection system (mains, lift stations, etc.) within the Town limits.

## E. POTABLE WATER SERVICE AREA MAP

~~It is important to note that the Town's original Potable Water Service Area Map adopted in August 2003 indicated that there was a conflict between the utility service area claimed by the Town and the utility service area claimed by the City of Groveland. To resolve this conflict, as required by Chapter 180 F.S., the Town adopted Resolution #2010-004, which redefined the Town's utility service area to exclude those areas of overlap with the City of Groveland's utility service area (see *Appendix A* of the *Public Facilities Element* for details). The revised utility service area is featured on the Town's *Utility Service Area Map*. The Utility Service Area represents the long-range planning area for Howey-in-the-Hills.~~

The Town has established a Chapter 180 Potable Water Service Area through an interlocal agreement with Lake County and other local governments. The Town currently serves a portion of the Chapter 180 service area with its existing potable water system and planned expansions. Lake County has granted approval to the planned Drake Point development to establish its own potable water treatment plant serving that project which lies within the Town's designated 180 area.

## F. INTERGOVERNMENTAL COORDINATION ANALYSIS REQUIREMENTS

All existing coordination mechanisms described in Section B of this *Element* ~~are~~ have proven to be generally effective ~~and no problems exist~~.

~~The Town is continuing ongoing efforts to establish a Joint Planning Agreement with the County. Additionally, the Town is continuing efforts with the County to establish and maintain the water quality standards of Little Lake Harris and Lake Illinois. Howey-in-the-Hills shall pursue a formal agreement with Lake County on educating lakefront property owners on the importance of protecting the lakes from various means of pollution and will seek joint enforcement provisions~~.

The Town shall evaluate and compare any future annexations or developments with Lake County and the East Central Florida Regional Planning Council's (ECFRPC) *Comprehensive Policy Plan* to ensure consistency. Howey-in-the-Hills will work with the ECFRPC on any regional planning matters.

No designated area of critical state concern falls partially or wholly within the Town.

~~With reference to S 163.3177(6) (h) 1 F.S., Section B above covered this *Element*~~.

An Interlocal Agreement for Public School Facility Planning between the Town, the Lake County School Board, and all other local governments in Lake County was adopted ~~as required by the state's school concurrency regulations~~ in 2006. While school concurrency is no longer mandatory, the Town has chosen to continue to apply concurrency criteria to schools. This agreement will ensure the short- and long-range planning for future schools in the county to accommodate new students as a result of new residential growth. The agreement also calls for joint use of facilities and co-location of schools and parks as well as coordination of the necessary infrastructure (roads, water, and wastewater) to support new schools. Through this process, schools will be properly located to reduce urban sprawl and respect existing neighborhoods.

## G. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1:** Coordinate with Federal, State and Local government and quasi-government entities whose respective empowered activities, duties and responsibilities influence, effect, or control governmental affairs and land development decisions held by the Town of Howey-in-the-Hills in order to establish effective growth management, development activities, and natural resource conservation, with consideration to limited available finances.

(Note: No municipalities are located adjacent to the Town of Howey-in-the-Hills.)

**OBJECTIVE 1.1:** ***Coordination with Lake County.*** Coordinate with Lake County on issues pertaining to land use activities and public programs applicable to adjacent unincorporated lands and unincorporated enclaves.

**POLICY 1.1.1:** ***Exchange of Comprehensive Plans.*** The Town shall ~~willingly~~ provide a copy of its *Comprehensive Plan* to Lake County and shall review the most recent *Lake County Comprehensive Plan* on the County's website to mutually promote consistency with adopted Plans.

**POLICY 1.1.2:** ***Notification of Amendments to Comprehensive Plan and Development Activities.*** The Town shall file a written request to Lake County to receive notification of any proposed land use amendments, changes to adopted levels of service, and all applications for development affecting land adjacent to Town boundaries as well as such activities occurring within one mile from the Town's limits, within a reasonable timeframe for the Town to respond to any concerns. The Town shall reciprocate such

information to Lake County and allow response to Lake County growth management concerns.

**POLICY 1.1.3:** ***Coordinating Growth Management Issues.*** The Town shall coordinate growth management issues with Lake County by presenting Town concerns through documented transmittals, scheduled meetings, attendance at County public hearings, joint ad hoc technical coordination committees, and, where relevant, less formal communications.

The Town shall promote reciprocal participation of County staff and officials in local growth management affairs. Growth management issues to be pursued, but not limited to, comprise the following:

- annexations.
- availability of and impact to existing and proposed public services.
- concurrency requirements.
- compatible and consistent land uses.
- impacts to environmentally sensitive lands and the preservation of natural resources.
- affordable housing issues and housing needs for special groups.
- access to recreational facilities; and
- emergency management related issues.

All proposed public facilities shall be consistent with the guidelines and standards established in the *Public Facilities* and *Capital Improvements Elements* of this *Comprehensive Plan*.

**POLICY 1.1.4:** ***Establishing a Joint Annexation Agreement.*** ~~By December 2012~~, the Town shall coordinate with Lake County ~~to establish~~ on a joint annexation agreement. This agreement shall at minimum address the following:

- appropriate procedures for annexation.
- establishing compatible and consistent land uses for lands in the annexation zone; and
- defining the appropriate application of concurrency within the annexation zone.

**OBJECTIVE 1.2:** ***School Board Cooperation and Coordination.*** Full cooperation and coordination with the Lake County School Board as needed to coordinate planning activities and maximize the use of available public facilities.

**POLICY 1.2.1:** ***Existing Agreements with School Board.*** The Town will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the Town determine its long-term recreation needs.

**POLICY 1.2.2:** ***Annual Review of School Board Interlocal Agreement.*** Review annually the interlocal agreement with the School District of Lake County to ensure inclusion of:

- coordination of *Public School Facilities Element*.
- review of population projection figures.
- corroboration on public school facilities siting.
- infrastructure and safety needs of schools.
- adoption of level of service standards.
- creation of a public school capital facilities program; and
- definition of the geographic application of school concurrency; the use of schools by the public, including use as emergency shelters; and for outlining public school concurrency requirements for future development.

**POLICY 1.2.3:** ***Deficient Levels of Service.*** The Town shall coordinate with the School District of Lake County to identify deficient Levels of Services for public school facilities, and to mitigate for those deficiencies through the development process when applicable.

**POLICY 1.2.5:** ***Participation in Joint Meetings.*** The Town shall participate in regularly scheduled joint meetings with all participants identified in the *Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency*.

**OBJECTIVE 1.3:** ***Abiding by and Enforcing School Board Interlocal Agreement.*** The Town shall abide by and enforce the interlocal agreement between the Town and School Board to require cooperation in terms of population and school siting.

**POLICY 1.3.1:** ***Provision of Facility Plans and Projections.*** The School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

**POLICY 1.3.2:** ***Provision of Site Plans.*** The School Board shall provide the Town with any plans to site schools within the corporate limits or joint planning area.

**POLICY 1.3.3:** ***Provision of Land Use Amendments.*** The Town shall provide to the School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, enrollment projections, or school facilities.

**POLICY 1.3.4:** ***School Board Member.*** The Town shall allow a member of the School Board to sit on the local planning agency and comment on proposals that have the potential to increase density.

**POLICY 1.3.5:** ***Lake County Educational Concurrency Review Committee.*** Take part in the Lake County Educational Concurrency Review Committee established by the County, School Board and municipalities that shall meet at least annually but more often if needed, as outlined in the Interlocal Agreement between Lake County, Lake County School Board and Municipalities for School Facilities Planning and Siting, and will hear reports and discuss issues concerning school concurrency.

**POLICY 1.3.6:** ***Joint Staff School Concurrency Review Group.*** Take part in The Joint Staff School Concurrency Review Group, comprised of Staff of the County, Cities, and School Board, that shall meet at least quarterly, as outlined in the Interlocal Agreement between Lake County, Lake County School Board and Municipalities for School Facilities Planning and Siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use and school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The School Board staff shall be responsible for making meeting arrangements.

**OBJECTIVE 1.4:** ***Sufficient School Capacity.*** The Town shall, throughout the planning period, coordinate with Lake County Public Schools (LCPS) to ensure that sufficient school capacity is available to support proposed development and that necessary infrastructure is available to accommodate new schools.

**POLICY 1.4.1:** ***Representative to Serve on Educational Concurrency Review Committee.*** The Town shall designate a representative to serve on the LCPS Educational Concurrency Review Committee to discuss issues and formulate recommendations regarding the coordination of land use and schools.

**POLICY 1.4.2:** ***Projecting Student Population.*** The Town shall provide projected development data to LCPS on a regular basis to assist in development of a long-range planning model to project student enrollment.

**POLICY 1.4.3:** ***Reviewing LCPS Model Projections.*** As a member of the LCPS Educational Concurrency Review Committee, the Town shall review LCPS model projections for consistency with the Town's projections and, if necessary, shall recommend additions or modifications to the model results.

**POLICY 1.4.4:** ***Compliance with School Concurrency Agreement.*** The Town shall comply with the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency adopted in 2008.

**OBJECTIVE 1.5:** ***Coordinate with the Plans of Federal and State Regulatory Agencies.*** Coordinate with the plans of Federal, State, and Regional Government Agencies to establish consistency and compatibility between the Town's *Comprehensive Plan* and the plans and proposed activities of these regulatory agencies.

**POLICY 1.5.1:** ***Coordinating Planning Activities.*** The Town shall continually coordinate planning activities involving *Elements* of the *Comprehensive Plan* with Lake County, Lake County School Board, Florida Department of Transportation, and any other regional or state agencies with land use or environmental regulatory authority, which provide services within the Town of Howey-in-the-Hills.

**POLICY 1.5.2:** ***State Road 19 and County Road 48 Improvements and Maintenance.*** The Town shall coordinate with the Florida Department of Transportation on issues pertaining to improvements and maintenance of SR 19 and Lake County on issues pertaining to improvements and maintenance on County Road 48.

**POLICY 1.5.3:** ***Affordable Housing Issues.*** The Town shall coordinate with the U.S. Department of Housing and Urban Development and the Florida Department of ~~Community Affairs~~ Commerce independently and in conjunction with the Lake County Department

of Planning and Development to obtain financial assistance for affordable housing programs serving very low, low, and moderate income households within Lake County, including supporting infrastructure.

**POLICY 1.5.4:** ***Coordination with State and Federal Agencies on Public Facilities.*** Issues concerning coordination with State and Federal agencies involve drainage, solid waste and hazardous waste, potable water, sanitary sewer, and natural groundwater aquifer recharge. The Town shall coordinate plans and improvements proposed and scheduled within the *Comprehensive Plan* with those planned by the respective State and Federal agencies having authority to implement such improvements. Coordination shall also include the availability of State and Federal funds to support implementation of proposed infrastructure needs. All proposed public facilities shall be consistent with the guidelines and standards established in the *Public Facilities* and *Capital Improvements Elements* of this *Comprehensive Plan*.

**POLICY 1.5.5:** ***Coordination with State and Federal Agencies on Conservation Issues.*** Conservation issues that require coordination with State and Federal agencies include the possible acquisition of land adjacent to Little Lake Harris occupying an undisturbed vegetative community, protection of the natural groundwater aquifer, historical sites, wetlands, Little Lake Harris, sinkhole potential, wildlife and wildlife habitats, and air quality. The Town shall coordinate the Comprehensive Plan with plans and programs under the authority of the State and Federal agencies, according to the relationship of the conservation activity with the various agencies.

**POLICY 1.5.6:** ***Recreational Coordination.*** The Town shall coordinate recreation plans proposed within the *Comprehensive Plan* with proposed programs and plans established by the Florida Department of Natural Resources and the Florida Forever program as well as Lake County.

**POLICY 1.5.7:** ***Emergency Management.*** The Town shall coordinate growth and development proposed within the *Comprehensive Plan* with the proposed emergency preparedness plans and programs of the Florida Department of Emergency Management and the Lake County Department of Emergency Management.

**POLICY 1.5.8:** ~~***Assessing SJRWMD's Water Supply Facilities Work Plan.*** The Town of Howey-in-the-Hills' *Water Supply Facilities Work Plan*~~

~~*(Work Plan)*, shall assess existing and projected water sources and needs for at least a 10-year planning period and consider the *Regional Water Supply Plan* of the St. Johns River Water Management District. The *Work Plan* shall identify traditional and alternative water supply sources that the Town may use to meet existing and projected water demands. The alternative water supply projects in the *Work Plan* will be selected from the applicable District's Regional Water Supply Plans or otherwise proposed by the Town.~~

**POLICY 1.5.9:** ~~***Update of the Town's Water Supply Facilities Work Plan.*** Howey-in-the-Hills shall coordinate with the St. Johns River Water Management District during updates to their *Regional Water Supply Plan*, to identify potentially feasible alternative water supply projects in the Town. Within 18 months of the adoption of the St. Johns River Water Management District's *Water Supply Plan*, the Town shall complete updates of the appropriate elements and adopt related plan amendments in order to address all of the 10-year water facilities supply work plan components of Chapter 163, F.S. The Town shall also update its *Water Supply Facilities Work Plan* every five years, within 18 months of the adoption of the St. Johns Water Management District Regional *Water Supply Plan.*~~

**POLICY 1.5.~~10~~ 8:** ***Coordination with Local Governments Bordering the Utility Service Area.*** The Town shall coordinate with all municipalities that border the Town's Utility Service Area (City of Groveland, Town of Astatula, City of Leesburg, City of Minneola, and City of Tavares) to maintain and implement an interlocal agreement in regards to addressing, at minimum, the following growth management issues:

- annexation issues.
- jurisdictional responsibility of public facilities.
- concurrency requirements.
- compatible and consistent land uses.
- impacts to environmentally sensitive lands and the preservation of natural resources.
- affordable housing issues and housing needs for special groups.
- access to recreational facilities; and
- emergency management related issues.

All proposed public facilities shall be consistent with the guidelines and standards established in the *Public Facilities* and *Capital Improvements Elements* of this *Comprehensive Plan*.

**POLICY 1.5.~~11~~ 9:** ***Local Government Coordination and Overlapping of Utility Service Area Boundaries.*** The Town shall continue to ensure that the overlapping of utility service area boundaries with adjacent local governments is avoided by coordinating with the adjacent local governments and maintaining and abiding by the established interlocal agreements for municipal services.

**POLICY 1.5.~~12~~ 10:** ***Wholesale Wastewater Treatments.*** The Town shall continue to monitor and enforce the guidelines provided in the wholesale wastewater treatment agreements established with the Central Lake Community Development District. The Town shall also provide coordination with any future wastewater treatment providers established within the Town's Utility Service Area Boundary.

**POLICY 1.5.13:** ~~***Providing Potable Water Interconnection for Emergency Purposes.*** The Town shall continue to provide potable water interconnection with the Central Lake Community Development District, the Mission Inn, and adjacent municipalities for emergency purposes.~~

**OBJECTIVE 1.6:** ***Coordination with the East Central Florida Regional Planning Council.*** Coordinate proposed development within the *Comprehensive Plan* with policies established within the ECFRPC's Regional Policy Plan.

**POLICY 1.6.1:** ***Cooperation with the East Central Florida Regional Planning Council (ECFRPC).*** The Town shall cooperate with the ECFRPC in the review of regional policies and standards which require coordination with local governments and their comprehensive planning activities. The Town shall assure that proposed growth and developments within the *Comprehensive Plan* remain generally consistent with the ECFRPC's Regional Policy Plan. Other issues of coordination shall include, but may not be limited to, development of regional impact (DRI's), comprehensive plan review, intergovernmental coordination, and conflict resolution.

**OBJECTIVE 1.7:** ***Informal and Formal Mechanisms for Coordinating Impacts of Developments.*** Informal and formal mechanisms for coordinating impacts of development proposed in adjacent governmental jurisdictions shall be established.

**POLICY 1.7.1:** ***Formal Mechanism with the County.*** The Town shall work with Lake County to mutually disseminate information pertaining to proposed development adjacent to the Town, or proposed within a distance at which an impact to levels of service will be evident, in order to coordinate growth and development affecting adjacent government's adopted levels of services or other development concerns addressed within the *Comprehensive Plan*. Such an Agreement should stipulate required responsibility of a developer to include a joint technical analysis of both jurisdiction's Concurrency Management Systems where a proposed development is anticipated to impact levels of service within both areas.

The Town ~~Clerk~~ Manager shall assume responsibility to coordinate with Lake County on development impacts transcending Town boundaries.

**POLICY 1.7.2:** ***Informal Mechanisms with the County's Planning Department.*** The Town's planning consultant shall coordinate with the Lake County Department of Planning and Development to jointly review impacts of County development on Howey-in-the-Hills' adopted levels of service and anticipated growth and development within the Town. Such activities shall occur through joint meetings, written and verbal communications, and Town attendance at appropriate County public meetings addressing the proposed development.

**POLICY 1.7.3:** ***Resolving Annexation Issues.*** The Town shall communicate and coordinate with adjacent homeowners, nearby neighborhoods and others within any future joint planning area to resolve any annexation issues.

**POLICY 1.7.4:** ***Requested Interlocal Agreements.*** The Town shall cooperate in the preparation of any needed or requested Interlocal agreements.

**OBJECTIVE 1.8:** ***Conflict Resolution Through Mediation.*** The Town shall coordinate with other public entities in drafting a strategic plan for Lake County for resolving conflicts between Howey-in-the-Hills and Lake County, other Lake County municipalities, the Lake County School Board, and Special Purpose Districts.

**POLICY 1.8.1:** ***Informal Mediation Process.*** The Town shall establish an informal mediation process for solving local intergovernmental coordination problems among local governments and other units of government providing services.

**POLICY 1.8.2:** ***Formal Mediation Process.*** Where informal mediation fails to resolve local conflicts, the Town Council shall determine if the issue warrants intervention of an unbiased mediation forum. Such mediation shall be granted to the East Central Florida Regional Planning Council unless evidence is shown that the ECFRPC will not represent a fair or unbiased mediator. Upon such determination, the Town shall coordinate with the Florida Department of ~~Community Affairs~~ Commerce to resolve intergovernmental conflict with another Regional Planning Council serving as the mediator.

**OBJECTIVE 1.9:** ~~***Campus Master Plan.*** When a campus master plan prepared pursuant to Section 240.155, Florida Statutes, includes area within the Town, the Town shall recognize the campus master plan, and the Town shall coordinate with any University or College regarding the provisions of any campus master development agreement.~~ Reserved.

~~**POLICY 1.9.1:** ***Coordinating with Campus Master Plans.*** For applicable campus master plans prepared pursuant to Section 240.155, Florida Statutes, the Town shall meet with the University or College to establish procedures to recognize a campus master plan and to coordinate regarding the provisions of the campus master development agreement.~~

**OBJECTIVE 1.10:** ***Countywide Significant Facilities.*** The Town shall coordinate with Lake County regarding the siting of facilities with countywide significance, including locally unwanted land uses.

**POLICY 1.10.1:** ***Defining Facilities of Countywide Significance and Unwanted Land Uses.*** Facilities of countywide significance include but are not limited to hospitals, major school facilities, and governmental complexes. Locally unwanted land uses include but are not limited to uses that produce enough traffic, noise, smoke, odor, dust, fumes or vibrations to have an effect on the health and general welfare of the citizens of Howey-in-the-Hills.

**POLICY 1.10.2:** ***Identifying Facilities of Countywide Significance and Unwanted Land Uses.*** The Town shall meet annually or more frequently if needed with Lake County to identify facilities of countywide significance, including locally unwanted land uses, and to discuss the planning of these facilities. The coordination shall identify the best available data and analysis regarding these facilities and land uses and provide recommendations, if appropriate, regarding the siting of the facilities and land uses.

**POLICY 1.10.3:** ***Notice to County.*** The Town shall provide the County notice and opportunity to comment on the siting of facilities of countywide significance, including locally unwanted land uses. The Town shall provide an opportunity for the comments to be addressed in the siting process.

**OBJECTIVE 1.11:** ***Population Projections.*** The Town shall coordinate population projections with Lake County, the Lake County School Board, the Lake-Sumter Metropolitan Planning Organization, and other units of local government providing public facilities and services.

**POLICY 1.11.1:** ***Developing Countywide Population Projections.*** The Town shall meet annually or more frequently if needed with the Lake County Planning Department to discuss and develop countywide population projections that include expected growth shown in the Town's *Comprehensive Plan*. The Town will review the draft population projections and consider using them in the Town's *Comprehensive Plan* to foster the joint utilization of consistent and coordinated population projections between the Town and County.

**POLICY 1.11.2:** ***School Board Projections.*** The Town shall meet annually or more frequently if needed with the Lake County School Board to discuss population projections used in the Town's *Comprehensive Plan* in order to allow the School Board to consider Town growth and development projections and the Town to consider School Board enrollment projections. The population projections shall address but not be limited to the location, timing and amount of school students.

**POLICY 1.11.3:** ***Lake-Sumter MPO Projections.*** The Town shall meet annually or more frequently if needed with the Lake-Sumter Metropolitan Planning Organization to discuss population projections and consider expected growth shown in the Town's *Comprehensive Plan*.

**POLICY 1.11.4:** ***Other Units of Government and Population Projections.*** The Town shall meet annually or more frequently if needed with other units of local government providing public facilities and services to discuss population projections used in the Town's *Comprehensive Plan*.

| Chapter 8 - Capital Improvements Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 8 | B1 | updated paragraph about schools |
| 8 | B1 | changed "Florida Hospital Water" to "Advent Waterman Hospital", "Leesburg" to "UF Health" |
| 9 | B1 | changed needs cost from "$1500" to "$5000" |
| 13 | c | changed cost from "range" to "vary in cost" |
| 13 | d | local option taxes: added that Town shares in two of these revenue sources |
| 14 | e | removed amount State collects for alcohol license, added license fee |
| 15 | C | added "fair share" contribution regarding FDOT road projects |
| 15 | 2 | added "input into" regarding CIP as part of the annual capital budget |
| 17 | 7 | changed "may" to "shall" |
| 18 | D | removed section of paragraph about detailed engineering study |
| 19 | 2 | updated paragraph about installation for sewage collection system |
| 19 | 2 | updated development using CDD |
| 19 | 2 | added Town considering establishing its own WWT facility |
| 19 | 2 | removed sentence about implementing WW impact fee |
| 19 | 2 | removed sentence about developer installing collection lines & lift stations |
| 21 | a | changed "local road" to "minor collector" |
| 22 | 5a | removed paragraph about requirement to apply for new ERSP |
| 24 | 7 | added paragraph about new developments obtaining a certificate of capacity from school district, stated the Reserve is exempt |
| 25 | Policy 1.1.1 | changed "$1500" to "$5000" |
| 26 | Policy 1.2.1 | removed this policy regardng adequate facility ordinance |
| 26 | Policy 1.2.2 | removed this policy regarding financial feasible CIP, changed subsequent numbering |
| 30 | Policy 1.3.3 | removed this policy regarding adoption of SJRWMD work plan |
| 31 | Policy 1.4.1 | changed "Clerk" to "Manager" |
| 34 | Policy 1.8.5 | removed reference to Florida Administrative Code |
| 36 | Policy 1.10.1a | delete must be financially feasible |
| 37 | c | deleted financiall feasible |
| 39 | 4 | revised  fair share contribution |
| 40 | 5 thru 7 | deleted points 5-7 regarding development agreements |
| 42 | | changed "Clerk" to "Manager" |
| 42 | 3 | changed "July" to "December" |
| 42 | 4 | changed "Planner" to "Manager" |

# CAPITAL IMPROVEMENTS ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED MARCH 14, 2022

**CAPITAL IMPROVEMENTS ELEMENT**
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# CHAPTER 8
# CAPITAL IMPROVEMENTS ELEMENT

## ANNUAL UPDATE OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN

## A. INTRODUCTION

### 1. BACKGROUND AND HISTORY

The preparation of the annual update to the *Capital Improvements Element (CIE)* was conducted consistent with and following the guidelines prepared by the Florida Department of Community Affairs (DCA) in A Guide to the Annual Update of the *Capital Improvements Element*. Staff followed the guide to ensure compliance and consistency with the requirements of the Florida Statutes and the Florida Administrative Code.

There is often confusion about the difference between the *CIE* and the *Capital Improvements Program (CIP)*. In brief, the *CIE* is a required element of the *Comprehensive Plan* and is concerned with the capital improvement projects necessary to meet or maintain the adopted Level of Service (LOS) standards established in the *Comprehensive Plan* or to implement the Goals, Objectives, and Policies of the *Comprehensive Plan*. The *CIP* provides a schedule of all capital projects to be undertaken by the Town, including the purchase of equipment and the construction of new governmental facilities and buildings.

The update of the *CIE* includes two parts: The Data and Analysis section and the *Schedule of Capital Improvements*. The Data and Analysis section includes an explanation of Level of Service (LOS) standards, the public facilities to be included in the report, an analysis of the existing and projected LOS for the planning period covered by the schedule, a projection of future revenues and expenditures, and most importantly an analysis of the Schedule's financial feasibility.

The second section of the update is the *Capital Improvements Project Schedule (the Schedule)*. This is a table with information on every capital project necessary to meet or maintain the adopted LOS standards. Information such as a brief project description, the funding source, and the fiscal year for funding different phases of the project are also included in the Schedule. The Schedule establishes a link between the proposed improvements and the LOS standards established for the public infrastructure.

Chapter 163.3180, F.S., requires that all local governments shall maintain concurrency and establish LOS standards for the following public facilities:

1. Potable Water,

2. Wastewater,
3. Public Recreation and Open Space,
4. Transportation,
5. Drainage or stormwater,
6. Solid Waste,
7.

Where the local government elects to adopt a public school facilities element, a level of service for schools must be included as well. The Town does participate with the Lake County School Board in schools planning via an interlocal agreement and the goals, objectives and policies established in this comprehensive plan.

## 2. PROCESS FOR ANNUAL ADOPTION AND REVIEW

The purpose of the annual update is to maintain a financially feasible *5-year Schedule of Capital Improvements*. The *CIE* is a statement of budgetary policy and a planning document for capital expenditures and improvements for public use.

Section 163.3177 (3)(b), F.S. mandates that the *CIE* must be updated "on an annual basis". The adoption of the annual update is done by local ordinance and then submitted to the State review agency as evidence of compliance.

## 3. GENERAL COMPONENTS OF THE SCHEDULE

In general, the schedule must include those capital improvement projects for which the local government has fiscal responsibility. The schedule must also include projects such as school facilities, certain transportation facilities funded by other agencies (FDOT, or County), and privately funded projects necessary to ensure that adopted LOS standards are achieved or maintained.

### a. Time Period

The schedule must be sub-divided into five one-year (fiscal year) periods.

### b. Project Description and General Location

The schedule should include a brief general description of each project. The description must contain enough detail to demonstrate that the project is consistent with the facility needs identified in the other elements of the plan or in the data and analysis section of the *CIE*.

The schedule should indicate the location of the project. Identifying the location of the project informs the community and landowners where infrastructure

improvements are scheduled. If necessary, a map indicating the location of the capital improvements may be included as part of the update.

**c. Consistency with Other Elements**

The schedule must include a demonstration of consistency with the individual elements of the *Comprehensive Plan*.

**d. Projects and Costs**

A local government has discretion in establishing the types of projects that will be included in the schedule. A "capital improvement" is defined as physical assets "which are large scale and high in cost … generally nonrecurring and may require multiyear financing". The schedule must identify the cost for each project.

**e. Revenue Sources**

The revenue sources that will be used to fund each project must be identified in the schedule. The supporting data and analysis needs to identify "existing funding sources" and include a projection of the amount of revenue expected to be collected from existing sources and other revenue sources.

Revenue sources could include any source that can be used to fund capital projects, including ad valorem taxes, bonds, state and federal funds or grants including FDOT funding, tax revenues, impact fees, and developer contributions.

**f. "Committed" versus "Planned" Funding Sources**

A "committed funding" source is one which is available for and dedicated to financing capital improvements included in the schedule and is based on expected revenues from an existing source. Thus, "committed funding source" means that expected revenues from an existing revenue source have been dedicated to funding the capital improvements included in the schedule. A developer's contribution becomes a committed funding source when it is included in a legally binding agreement.

A "planned funding" source is one that is not currently available to the local government to use to fund capital projects. Examples of these include grants or the issuing of bonds based on referenda. A local government must demonstrate that a source is planned by adopting in the *CIE* a reasonable strategy that will be pursued

to secure the revenue source. For example, the strategy could commit the local government by a certain date to initiate the referendum process or submit a grant application.

### g. Grants as a Funding Source

Grants may be used to fund *CIE* projects. When reporting grants as a funding source it is necessary to identify the specific grant program to be used, the amount of the grant, and the funding source of any required local match. Depending on the status of a grant application, grants may be a "committed" or "planned" funding source. Grants which have been approved may be used as "committed funding" source for any of the five years of the *CIE Schedule.*

## 4. PROJECTS TO BE INCLUDED IN THE SCHEDULE

The projects to be included in the *Schedule* must include all the capital projects necessary to achieve and maintain the LOS standards, reduce existing deficiencies, provide for necessary replacements, and meet future demands during the time period covered by the schedule.

The schedule may include other facilities related to locally approved concurrency, or facilities not required to address either state-required or locally approved concurrency. In general, the schedule need only include projects for which the local government has fiscal responsibility. However, the schedule must include certain public and privately funded projects for which the government does not have fiscal responsibility. These could include: (1) Water supply projects, (2) public schools, (3) MPO's TIP, and (4) developer funded projects necessary to maintain LOS standards.

### a. Projects to Achieve and Maintain LOS standards

As previously stated, the schedule must address the facility needs identified in the other elements of the plan for which LOS Standards must be adopted; these are the facilities for which concurrency is required. The concurrency facilities are: (1) Sanitary Sewer, (2) Potable Water, (3) Drainage or Stormwater, (4) Solid waste, (5) Parks and Recreation, (6) Transportation facilities, including mass transit, and (7) Public Schools.

**b. Projects to Reduce Existing Deficiencies**

In addition to projects to achieve and maintain LOS standards, the schedule must also include projects to reduce existing deficiencies. A deficiency is a facility or service that is operating below the adopted LOS standard. If the annual update demonstrates that LOS standard will not be met during the five-year planning period, then the local government must adopt either a long-term concurrency management system or planning strategies to address these deficiencies.

**c. Replacement Projects**

The schedule must include projects that are needed as "replacement" for facilities that wear out or are obsolete. Such projects may include facilities that have are malfunctioning or are constantly out of service such that the facility is unable to meet the demand for services.

**d. Projects to Meet Future Demand**

The updated schedule must include projects to meet future demand. Such projects should be identified in the data and analysis section of each element. The basic concurrency requirement included in the statute states that facilities must be "available when needed". The exact definition varies from facility to facility and only water, sewer, drainage and solid waste concurrency is mandated by State law. The function of the schedule is to time the construction of capital projects so that they are available when needed.

The following discussion defines "available when needed" for each type of concurrency:

Sanitary sewer, solid waste and drainage

- At the time of issuance of a Certificate of Occupancy (CO), the necessary facilities are in place, or
- At the time of issuance of Development Order (DO), the necessary facilities are guaranteed in an enforceable development agreement to be in place at the time of issuance of CO.

Potable Water

- Potable water facilities must be available as described in Section A. 1, above and prior to approving a building permit the local government must check

with its water supplier to verify that adequate water supplies will be available no later than the anticipated date of issuance of a CO.

- If the local government is located in an area for which the water management district (WMD) has prepared a *Regional Water Supply Plan (RWSP)*, the *Potable Water sub-element* must incorporate the water supply projects chosen by the local government from those identified in the *RWSP* or proposed by the local government to meet projected demand within the area served by the local government.

In addition, the *Potable Water sub-element* must include a 10-year water supply facilities work plan for building needed facilities. The first five years of the adopted work plan must be included in the schedul*e*.

Recreation and Open Space: The statute distinguishes between open space and outdoor recreation acreage and the actual facilities constructed on such land.

- Before a local government can issue a CO, the acreage for needed park and recreation facilities must be dedicated or acquired by the local government. If developer fair share funds are to be used to acquire the acreage, then these funds must be committed before the local government can grant approval to begin construction.
- The actual facilities needed to serve new development must be in place or under actual construction no later than one (1) year after the local government issues a CO. The schedule should be constructed so that the local government is able to meet both these tests and avoid denying COs. The list of park and recreation facilities in the Schedule must be consistent with the supporting data and analysis in the *Recreation and Open Space Element*.

Public Schools:

The Town has elected to continue with concurrency for public schools. This process is governed by an interlocal agreement adopted by the school board and the local governments in Lake County. The agreement establishes procedures and processes for evaluating projects relative to school needs, and the school district provides an annual five-year capital budget that is reviewed as part of the Town's annual CIE update.

Transportation Facilities (Including mass transit): A *Comprehensive Plan* is financially feasible for transportation facilities if it can be demonstrated that LOS standards will be achieved and maintained by the end of the planning period even

if in a particular year such improvements are not concurrent as required by Chapter 163.3180, F.S.

- Concurrency Test: Transportation facilities needed to serve new development must be in place or under actual construction within three (3) years after the local government issues a building permit.
- List of projects: The schedule must include projects on which the local government has relied or intends to rely for concurrency purposes. The schedule need not include costs related to project planning and design since this phase of a project does not add roadway capacity and cannot be used to satisfy concurrency.
- Right-of-way acquisition projects can be included in the schedule as one component of the total cost of a project. If a right-of-way acquisition project is included in the schedule, the schedule must also include the construction phases of the project.

Metropolitan Planning Organization (MPO) Projects: The schedule must include transportation improvements included in the first five years of the applicable MPO's *Transportation Improvement Program (TIP)* to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must also be coordinated with the applicable MPO's long range transportation plan.

Strategic Intermodal System (SIS) Projects: The local government must adopt LOS Standards for SIS facilities that are consistent with FDOT standards. Projects needed to maintain the Standards must be included in the Schedule. MPO's are required to update their *TIP* every summer (July 1) and to include all regional/county projects in the new five-year work plan.

- Proportionate-share: A developer may choose to satisfy all transportation concurrency requirements by contributing or paying proportionate fair-share mitigation if transportation facilities or facility segments identified as mitigation for traffic impacts are specifically identified for funding in the *5-year Schedule of Capital Improvements* or if contributions for such facilities or segments are incorporated in the next update of the *5-year Schedule of Capital Improvements Element*.

- De Minimis Report Requirement: A de minimis impact is an impact that affects no more than 1% of the maximum service volume at the adopted LOS standard. Development which causes only a de minimis impact is not subject to traffic concurrency. However, total traffic volume should not

exceed 110% of the maximum service volume at the adopted LOS standard. Local governments must maintain records to ensure that the 110% criterion is not exceeded.

The annual update of the *CIE* must demonstrate that the 110% criterion has not been exceeded or, if it has been exceeded, that the impacted roadway is scheduled for improvement in the schedule. No de minimis exceptions may be granted on roadways where the 110% criterion is exceeded until such time as the volume of the roadway is reduced below 110%. A single-family home on an existing lot of record will always constitute a de minimis impact regardless of the level of deficiency.

## B. CAPITAL IMPROVEMENTS INVENTORY

### 1. Need Derived from Other Elements

The analysis documented in the other comprehensive plan elements have identified facility improvements needed to meet the existing service deficiencies and those needed to meet the demands of future growth.

The Town does not provide public education services. Public education in Lake County is a function of the elected Lake County School Board. Lake Hills School, which serves students with moderate to profound disabilities from Pre-K to the 12th grade, is the only public school located in Town. ~~There are three Lake County public schools (Astatula Elementary School, Tavares Middle School and Lake Technical Center - Astatula) within 5 miles of Howey-in-the-Hills. There are no public school facilities planned in the Town during the short-range and long-range planning period.~~ The Town is currently served by Astatula Elementary School, Tavares Middle School and Tavares High School. The Town includes three schools serving special needs populations and some administrative offices. In addition, the school district has purchased a 22-acre site on CR 48 in the Town limits for a future elementary school. Planned construction of this school is outside the current five-year plan. The former Howey Academy buildings house some administrative functions for the school district.. Appendix B of the *Public School Facilities Element* features the concurrency service areas for the public schools in Lake County.

The State Department of Children and Families (DCF) determines the need for new health care facilities with a formula based on occupancy rates, historic use by age group, and population projections by age group. Although the Town currently has no full-service hospitals, there is the ~~Florida Hospital Waterman~~ Advent Waterman Hospital located about 8 ½ miles northeast in the City of Tavares and the ~~Leesburg Medical Center~~ UF Health Hospital located about 11 miles northwest in the City of Leesburg that serve the Howey-

in-the-Hills area. The nearest Emergency Medical Service station is located about 4 miles northeast of Town in the City of Tavares on Lane Park Cutoff

Individual capital improvement needs identified in this element are, for the most part, those improvements, which cost ~~$1,500~~ $5,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other elements of this *Comprehensive Plan* are listed with a brief description in the Town's *5-year Schedule of Improvements* along with their estimated costs and projected year of expenditure. The improvements are listed by type of service, related to the various elements of the *Comprehensive Plan*. The *Capital Improvements Element* addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the *Comprehensive Plan*.

It should be noted that the capital improvement projects contained in the Town's *5-year Schedule of Improvements* are not inclusive of all the anticipated capital expenditures by the Town during the planning period. The Town's *5-year Schedule* is limited only to those major components identified by the preceding elements of the Town's *Comprehensive Plan* in order to analyze development impacts and trends at a level of detail which is both manageable and fairly accurate.

The cost estimates for the capital improvements indicated in this element were developed using standard engineering practice regarding construction costs, in conjunction with information derived from actual construction costs of similar projects, certified bid documents on similar projects, and engineering cost estimates conducted on similar projects.

## 2. Existing Financial Resources

The first step in planning capital improvements, as well as arranging the necessary financing through the budgeting process, is to inventory the major sources of funding available to the Town. The revenue sources listed below comprises a working inventory for which the Town's ability to fund the needed capital improvements will be assessed. In addition, the current status of each revenue source currently used by the Town is indicated. It is important to note that the list below includes all of the major financial resources available to the Town and is not limited to the funds which will be used for the capital improvement projects identified in the *5-year Schedule of Improvements* included in this element. These currently utilized financial resources comprise, in part, the revenue sources which will be used to fund the identified capital improvements projects.

### 3. Local Revenue Sources

#### a. Property Taxes (Ad Valorem)

Property taxes are normally based on a millage rate (i.e. one mill equates to $1 per $1,000 of assessed value, or .1%), which is then applied to the taxable value of all real property, as well as all other tangible personal property. The revenue from ad valorem taxes may be used to fund both operating costs and capital projects, unless prohibited by local policies. Provisions at the State level exist for raising the millage rate above the 10-mill cap set by local referendum for debt service or provision of municipal-type services within the Town.

#### b. Public Utility or User Charges

The revenue from these charges is generated primarily as a result of the rates charged to Town residents for utilization of Town-owned utilities such as water, drainage, and solid waste removal/disposal. Revenue from these operations include user fees, miscellaneous customer service charges, and interest income.

#### c. Other taxes, fees, and charges

This category of revenue source includes special assessments, various administrative fees, and other charges for using services or facilities owned and operated by the Town. Some examples of these charges are public document sales, property appraisal fees, fines and forfeitures, permit and license fees, Town fund interest income, Town property sale income, rental income, and all private contributions (real estate, gifts, donations, etc) to the Town.

#### d. Franchise Fees

The Town currently charges a franchise fee (based on the applicable gross revenues charged) for utility services, which are provided by private companies within the Town.

#### e. Public Service or Utility Tax

A municipality may levy a tax on the purchase of electricity, metered or bottled gas, water, cable television, and telecommunication services. The tax may be

levied upon only the purchases within the municipality and may not exceed ten (10) percent of the applicable payments received by the seller of the taxable item from the purchaser of the purchase of such service.

### f. Special Source of Revenue

Additional funding mechanisms are sometimes required due to the availability of existing revenue sources and/or the project priorities assigned by the Town Council. The options available to the Town regarding alternate sources of revenue for funding capital improvement projects are listed below.

1) **System Development of Impact fees.** Fees which are charged in advance of new development to pay for infrastructure needs, but not operating costs, resulting directly from the new development. The fees must be equitably allocated to the specific group(s) which directly benefit from the capital improvements. In addition, the assessment levied must fairly reflect the true cost of the capital improvements.

### g. Special Assessment

Like impact fees, special assessments are charged to residents, agencies or areas who directly benefit from the provision of a new service or facility by the Town. For example, the construction of a gravity sewer system for an existing neighborhood may be financed through a special assessment to the neighborhood's individual homeowners rather than through a revenue fund of the Town.

### h. Borrowing

Occasionally, many local governments are required to resort to borrowing funds to pay for capital improvements due to their extremely high cost. Usually, either long-term or short-term financing is used to provide these funds. The short-term financing option is normally handled by local banks and is used to raise the required revenue for periods of one to five years. The more customary method is to authorize long-term bond issues, which range in length from five to thirty years.

Listed below are several types of bond issues available to the Town.

1) **General Obligation Bonds.** These are bonds which are backed by the full faith and credit of the local government and are required to be approved by

a voter referendum. Since these bonds are secured by the taxing power of government, they generally offer lower interest rates than other bonds. The revenues collected from ad valorem taxes on real estate, as well as other sources of revenue are used to service the government's debt. General obligation bonds should be used to fund capital improvements which benefit the whole Town rather than specific areas or groups of citizens.

2) **Revenue Bonds.** The revenue obtained from the issuance of these bonds is normally used to finance publicly owned facilities such as water treatment and wastewater treatment facilities. The charges collected from the users of the facilities are used directly to retire the bond obligations. This basically allows the capital project to be self-supporting. It should be noted that the interest rates generally tend to be higher than those of general obligation bonds. Also, the issuance of the bonds may be approved by the Town Council without a voter referendum.

3) **Industrial Revenue Bonds.** This type of bond, though issued by a local government, is actually assumed by companies or industries that use these funds to construct facilities. The low interest rates associated with this type of bond (due to their tax-exempt status) makes it particularly attractive to industry. The advantages to the local government is that the private sector is responsible for the retirement of the debt and that the new employment opportunities are created in the community.

### 4. State Sources

The Town also depends on annual disbursements from State government to supplement its revenue sources. The revenue sources discussed above represent those funds generated by Town levies which may be collected and disbursed at the local level. The revenue sources discussed in this section represent those funds which are:

(1) generated locally, but collected and later reimbursed to the Town by the State;
(2) adopted as a local option tax or license fee, collected and reimbursed by the State; or
(3) shared by the State in the form of grants to the local government, but originate from State general revenues. The amounts available from these sources may vary widely from year to year depending on legislative actions.

**a. Revenue Sharing Trust Fund**

This component of revenue consists of 1 percent of sales and use tax collections, 1 percent of the State alternative fuel use decal fee collections, and the remainder is generated from the one-cent municipal fuel tax. The sales and use tax collections were substituted for the cigarette tax revenues that previously were used for this fund by the Florida Legislature. The municipal fuel tax funds are restricted for transportation related expenditures.

**b. Other Shared Revenue**

This category of revenue sources includes several major financial resources which, like the Revenue Sharing Trust Fund, are shared between local and State government agencies.

The following taxes and licensing fees generate a large portion of the total annual revenue for the Town's General Fund.

1) **Sales Tax** – The current sales tax in the State is 6%, and is levied on retail sales, and such things as commercial rentals, admission fees to entertainment facilities, and motor vehicle sales. The collection is returned to the counties and municipalities in accordance with specific formulae. The variables of the formulae, in the case of towns, include the population of the municipality, as well as the total and unincorporated population of the County.

**c. Mobile Home Licenses**

Mobile Home licenses ~~currently range from $31.60 to $86.60~~ vary in cost depending on what time length is established in the rate structure. Each city or town in the State shares in the allocation of the revenues from this source based on the number of units located in the city or town. The city or town in turn shares a portion of the revenue with the local school board. This has proven to be a relatively stable revenue source over time.

**d. Local Option Taxes**

Currently, there are four (4) possible sources of revenue available to the Town within this category. All the funds are generated locally, but the funds are collected and disbursed by the Florida Department of Revenue. The Town currently shares in only two (2) of these revenue sources.

**e. Alcoholic Beverage License**

The Division of Alcoholic Beverages and Tobacco for the State of Florida administers the issuance of licenses associated with the sale and/or consumption of alcoholic beverages. ~~The State collects in excess of $37 million annually from this fee. Of this amount,~~ A portion of the license fee is returned to counties and municipalities as a State shared revenue.

**f. Other Sources of Shared Revenues**

The Town also receives other shared revenues from both the County and other government agencies. These revenues include the Excise Tax, County Business Tax Receipt fees, Court fines and forfeits, and County Library Member Agreement fees.

**5. Federal and State Grants and Loans**

The Federal Government and State of Florida offer a variety of funding opportunities including block grants, loans and specific use grant programs that may be available for projects within the Town. For a Town with limited financial resources these programs can be highly useful sources of revenue. The Town regularly monitors these funding opportunities and applies for funding when the opportunity arises.

## C. LOCAL POLICIES AND PRACTICES

To guide the location and timing of land development, local policies and practices are used, particularly in support of the goals, objectives, and policies of the *Future Land Use Element*. State agencies and water management districts which provide public facilities within the Town's jurisdiction will directly influence these policies and practices. One such influence was found to be generated by the Florida Department of Transportation's (FDOT) 5-year Transportation Plan. This influence stemmed from the fact that State Road 19 is within the Town's jurisdiction, and therefore largely the financial responsibility of the FDOT. Plans for the improvement of State Road 19 may be included in the before mentioned 5-year Transportation Plan. However, there are other such roadways not included in the Plan. Either scenario affects the capacity of the roadways, which in turn affects the level and intensity of development, as well as the degree of financial commitment for which the Town must plan.

In the absence of improvement plans by FDOT, special provisions may be made when the Town desires improvement of a State road to maintain local levels of service standards. These provisions

may include the Town expending funds for roadway improvements or providing FDOT with the funds, either of which may be collected through an impact fee or "fair share" contribution.

In this section, many of the local practices and policies used by the Town are described in terms of their general concept and the circumstances surrounding their use. The policies and practices both used in the past and currently in use are identified. Policies and practices not in use which have the potential for being used by the City are discussed in a later section of the *CIE*.

### 1. Level of Service Standards

Level of Service (LOS) standards indicate the degree of service provided or proposed to be provided by public facilities based on their operational characteristics. Basically, the LOS indicates the capacity per unit of demand for each public facility. Therefore, the LOS is a summary of the existing or desired public facility conditions. These LOS standards are to be established for the specific purpose of issuing permits or development orders to ensure that adequate capacity is available and will be maintained in public facilities for future development.

LOS standards can affect both the timing and location of development by encouraging development of those areas which have public facilities with excess capacity. In addition, development is not allowed unless the needed facilities and services are available. This development and provision of services usually occur in a phased sequence over a period of time.

### 2. Capital Improvements Program (CIP)

A *Capital Improvements Program* is a plan for capital expenditures to be incurred each year over a fixed period of years to meet anticipated facility improvements and needs. The *CIP* identifies each capital project or other capital expenditures anticipated by the Town, as well as presenting estimates of the resources needed to finance the project.

The *CIP* is designed to be consistent with the *CIE* of the local comprehensive plan because it reflects the goals, objectives, and policies of the *Element* and its implementation strategy, including the *5-year Schedule of Improvements*. In addition, the *CIP* is not restricted to only those public facilities addressed in the comprehensive plan, as is the *CIE*.

The first year of a *CIP* becomes input into the annual capital budget with longer range capital expenditures identified for the 5-year program. The capital budget encompasses enacting appropriations for those capital projects delineated for the first year of the *CIP*. The *CIP*, similar to *CIE*, is reviewed on an annual basis.

### 3. Impact Fees

Impact fees are imposed by many local governments on new developments to offset the costs of new public facilities necessitated by the development. Local government may use this strategy as one method of implementing the *CIE*.

Impact fee development is a logical outgrowth of the *CIE* preparation. A rational basis for developing an impact fee ordinance comes from the assessment of the local government's capital improvement needs and its capability to provide for those needs.

Infill development location and timing may be affected and controlled through the use of impact fees. This is because infill development usually occurs in those areas having capital facilities with excess capacity. If the local government chooses not to recover the costs of capital facilities in underutilized service areas, infill development may be encouraged by the absence of impact fees on developments proposed within those areas.

### 4. Utility Service Areas

The delineation of utility service areas within a comprehensive plan or *CIP* may be used to describe areas where local governments intend to provide public facilities and services. When used in conjunction with a *CIE* and *CIP*, utility service areas can be used as a tool to coordinate the timing of public facilities and service provision within areas planned for development.

Additionally, the following benefits may be the result of using utility service areas:

a) Encourage efficient and orderly growth patterns;
b) Preserve agricultural and environmentally sensitive areas; and
c) Support control on facility extensions

### 5. User Charges and Connection Fees

User charges are designed to recover the costs of public facilities or services from those who benefit from them. Many areas of local government employ the use of user charges. Monthly sewer charges paying for the operation and maintenance of wastewater facilities as well as retiring debt service on revenue bonds is a good example of user charge usage. This technique may also be applied to transportation, potable water, solid waste, recreation, and parking facilities and services.

These charges may be designed to vary, depending on the quantity and location of the services rendered, in order to affect the pace and pattern of development. In other words, the greater the distance from the service area, the higher the user charge.

### 6. Concurrency Management System

This controls the timing and location of development by conditioning new development approvals on evidence that sufficient facilities and services are present or will be provided in order to maintain adopted LOS standards. Therefore, development approval becomes contingent on the ability of local governments to provide facilities and services, and furthermore, may require the development itself to furnish the facilities and services in order to maintain the adopted LOS standards. Additional benefits associated with a Concurrency Management System are as follows:

a) Supports the consistency of the *CIE* with the *Future Land Use Element*;
b) Provides for the orderly expansion of public facilities;
c) Stabilizes capital improvement expenditures and taxing structures for capital improvements; and
d) Reduces the possibility of damage to the environment from the use of overburdened facilities.

Typically, the Concurrency Management System interacts with the development approval process by requiring that all zoning, subdivision, or planned unit development (PUD) approval be granted only upon demonstrated compliance with the system. The building permit stage is another level at which a Concurrency Management System may function. In this context, the Concurrency Management System may control development in areas that are already approved, but not as yet built on, such as pre-platted lands.

### 7. Mandatory Dedication or Fees in Lieu Of

The Town ~~may~~ shall require, as a condition to plat approval, that subdivision developers dedicate a portion of the land within the development to be used for public purposes such as roads, parks, and schools. Dedication may be made to the governing body, or to a private group such as a homeowner's association.

When a subdivision is of such small scale or topographic conditions that a land dedication cannot reasonably be required, the Town ~~may~~ shall require that the subdivider pay a fee in lieu of dedication which is equivalent to the amount of land that otherwise would have been dedicated by the developer. The fee ~~may~~ shall be deposited into a separate account for use in the future towards the provision of such facilities.

As a result of the public facility provision, the adjacent area benefiting from the initiative would likely become more attractive to development. Therefore, the acquired service potential ~~may~~ shall be used to encourage growth in desired areas.

### 8. Moratoria

A moratorium, or stop-gap ordinance, is used to temporarily halt or freeze development in an area for a specified period of time on an emergency basis. The ordinance may be imposed on building permits, development approvals, or governmental services such as potable water connections or wastewater system extensions and/or connections. The moratorium normally is imposed for a "reasonable time" to allow the necessary planning activities to take place pending comprehensive plan preparation, adoption, or amendment. The State of Florida's legal system has found development moratoria to be a valid measure of last resort in the protection of local public health, safety, and welfare when adopted in accordance with applicable procedures. Some other considerations in adopting a moratorium include:

a) Determining legal status of existing permit applications and approvals to determine the extent of "vested rights" for those developments approved prior to ordinance adoption;
b) Specifying the geographic extent of the moratorium (whether it will include the entire Town limits, or limited to specific hazard areas with existing service insufficiencies); and
c) Specifying the time frame and conditions under which the moratorium will be imposed.

## D. DATA AND ANALYSIS

The data and analysis for public facilities is detailed in the individual plan elements and may be referenced there. Specific note is taken regarding the ongoing master planning being done for the Town's potable water and sanitary sewer systems. ~~This is a detailed engineering study which will identify short-term and long-term capital needs and projects. These studies will not be complete prior to the adoption of the 2018 capital improvements program, and, therefore, will be more heavily referenced in future CIP annual updates.~~ The following sections layout the level of service requirements for each class and type of public facility.

## 1. POTABLE WATER

The Town of Howey-in-the-Hills maintains and operates the potable water system that provides potable water service to the Town. The *Comprehensive Plan* sets two different levels of service for potable water usage. The first LOS standard is 242.0 gallons per day per capita for the overall customer usage and the second LOS standard is 150.8 gallons per day per resident for the residential customers. (Policy 1.10.1 of the *Public Facilities Element*)

## 2. WASTEWATER

The Town does not have a wastewater treatment plant. The Central Lake Community Development District (CDD) currently provides wastewater treatment for the Lake Hills School, the Venezia South Subdivision, the Talichet Subdivision and a few other adjacent properties. ~~The Town is in the process of installing a collection system to serve Central Avenue.~~ The Town has completed installation of a sewage collection system to serve Central Avenue, and some hook-ups have been completed. Some other minor additions have been made to the collection system Additional connections are pending the resolution of available treatment capacity with the CDD. . Howey in the Hills has also entered into an agreement with the Central Lakes CDD to obtain wholesale wastewater treatment for the Town for ~~three proposed Planned Unit Developments~~ the Reserve development with the first residential phase of this project beginning in 2024. Under that agreement, the Town is the 'customer' and will in turn supply the wastewater service to individual homes and businesses in those PUDs. The Town will own and maintain the collection system (mains, lift stations, etc.) within the Town limits. The Town is also ~~working on~~ considering entering into similar arrangements with neighboring local governments to supply wastewater treatment to future growth or establishing its own treatment facility.

The Town has adopted a level of service standard of 120 gallons per day per resident for sanitary sewer. ~~The Town has also implemented a wastewater impact fee~~. ~~Although Howey in the Hills has no current plans to build its own wastewater treatment plant,~~ The impact fee is a standard mechanism used to finance the cost of providing wastewater collection and treatment services to serve new growth. This may include financing for construction of the collection system as well as the cost of purchasing treatment capacity at existing plants. ~~One developer has already installed collection lines and lift stations to support the first phase of its development. Those lines and lift stations will be owned and maintained by the Town~~.

## 3. PUBLIC RECREATION AND OPEN SPACE

The Town has adopted LOS standards for parks and recreation facilities. LOS standards for parks are based on availability of recreational resources divided by the total number of

users. This is the basic system for calculation of recreational LOS as established by the National Park and Recreation Association (NPRA). Utilization of such standards by the Town provides for adequate public access to recreational facilities and parkland. Employing these same standards into the future should likewise continue to satisfy LOS requirements.

The Town's *Comprehensive Plan* establishes the Recreation and Open Space LOS standards as 6.5 acres per 1,000 residents. (Policy 1.1.1) The Town also uses the following guidelines to help in determining the provision of recreation facilities:

| Facility | Guidelines per Population |
|---|---|
| Playground | 1 per 1,000 |
| Tennis Court | 1 per 1,000 |
| Baseball/Softball | 1 per 2,000 |
| Football/Soccer | 1 per 4,000 |
| Handball/Racquetball Court | 1 per 3,000 |
| Basketball Court | 1 per 2,000 |
| Shuffleboard * | 1 per 1,000 |
| Boat Ramps | 1 per 6,500 |
| Swimming Pool | 1 per 15,000 |

* May be substituted for horseshoe pits, bocci court, or other lawn game.

An analysis of the existing and projected population increase and the available acreage for parks and recreational facilities indicate that the Town currently has a surplus in parks and recreation acreage to meet the demand for public park land/ open space.

## 4. TRANSPORTATION

A LOS C represents stable traffic flow operations. However, ability to maneuver and change lanes may be more restricted than LOS B, and longer queues and/or adverse signal coordination may contribute to lower average travel speeds. A LOS D borders on a range in which small increases in traffic flow may cause substantial increase in approach delay and, hence, decrease in speed. This may be due to adverse signal progression inappropriate signal timing, high volumes or some combination of these. LOS E represents traffic flow characterized by significant delays and lower operating speeds. Such operation may be due to some combination of adverse progression, high signal density, extensive queuing at critical intersections, and inappropriate signal timing. For planning purposes, this LOS equals lane capacity.

### a. Level of Service Analysis

The Town's *Comprehensive Plan* establishes Transportation LOS standards as featured below (Policy 1.1.1 of the *Transportation Element*):

**TABLE 1: ADOPTED TRANSPORTATION LEVEL OF SERVICE STANDARDS**

| Road Class | Minimum LOS |
|---|---|
| Minor Arterials (SR 19) | LOS D (AADT) |
| Major Collectors (CR 48) | LOS D (AADT) |
| Minor Collectors - E. Revels Road, S. Lakeshore Blvd., S. Florida Avenue, and Central Ave./County Road No. 2 | LOS D (Peak Hour Minimum) |
| Local Roads | LOS D (Peak Hour Minimum) |

The Howey-in-the-Hills *Comprehensive Plan* lists five roads that the Town monitors for LOS: (1) State Road 19 (minor arterial), (2) County Road 48 (major collector), (3) Lakeshore Boulevard/East Revels Road ~~(local road)~~ (minor collector), (4) Number Two Road ~~(local road)~~ (minor collector), and (5) North Buckhill Road ~~(local road)~~ (minor collector). The adopted LOS for minor arterials and major collectors is an Annual Average Daily Traffic Minimum LOS D. The adopted LOS for minor collectors and local roads is a Peak Hour Minimum LOS D.

The three primary roads that carry traffic in and around Howey-in-the-Hills are S.R. 19, C.R. 48, and C.R. 455. All three of these roads operate at a LOS D or better using the Generalized Annual Average Daily Volumes for Areas Transitioning into Urbanized.

The Town does not collect road impact fees. These fees are collected by Lake County and dispersed to appropriate districts for improvements to roadways.

As developments apply for Final Plan approval, they will be required to provide the number of peak hour, peak direction trips for each of the road segments in the above table. If there is adequate capacity available a certificate of concurrency for transportation shall be issued.

Once the certificate is issued, that capacity is deemed reserved, and needs to be deducted from the remaining capacity left in the system. That reserved capacity then becomes part of future annual concurrency reports. As the reserved capacity

becomes actual trips on the road, that part of the reservation is deducted from the total that was reserved.

## 5. STORMWATER

The Town's stormwater management system relies upon the natural drainage patterns to convey, reduce, and control the stormwater run-off. When necessary to provide adequate flood protection, the natural drainage pattern was altered. Also, the drainage basins were interconnected to provide adequate relief during major storm events. The system was originally designed to handle a 100-year/24-hour storm event without flooding adjacent lands.

### a. Level of Service Analysis

In the Town, all proposed development projects are reviewed for compliance with the rules and regulations established in the *Land Development Code*. In addition to approval by the Town, new development exceeding thresholds established in Chapter 40C-42, F.A.C are required to apply for a SJRWMD Environmental Resource Stormwater Permit (ERSP). ~~Existing stormwater management systems that increase pollutant loadings, peak discharge rate, decrease on-site detention storage, or meet the thresholds established under new stormwater management systems are also required to apply for a new ERSP or a modification to their existing permit~~.

The *Comprehensive Plan* sets various LOS standards for drainage. The first set of standards is for Retention Volume and Design Storm. (Policy 2.1.2 of the *Public Facilities Element*)

Retention Volume: Complete retention of the post-development minus the pre-development run off occurring at the established design storm.

Design Storm: The following interim LOS standards will be used until the Comp Plan is amended to incorporate findings and recommendations of the programmed Stormwater Master Plan:

| Facility Type | Design Storm |
|---|---|
| Canals, ditches, roadside swales, or culverts for stormwater external to the development | 25 Year |
| Canals, ditches, roadside swales, or culverts for stormwater internal to the development | 10 Year |
| Crossdrains | 25 Year |

| Facility Type | Design Storm |
|---|---|
| Storm Sewers | 10 Year |
| Major Detention/Retention Structures | For the probable maximum precipitation as required by SJRWMD |
| Minor Detention/Retention Structures | 25 Year |

Note: Major/Minor Detention/Retention Structures are based on Hazard Classification for Dams and Impoundments as defined by the SJRWMD.

The second set of LOS standards for drainage outlined in the *Comprehensive Plan* is for pollution abatement treatment. (Policy 2.1.3 of the *Public Facilities Element*)

The following minimum stormwater drainage LOS standards are required for pollution abatement treatment:

| Facility Type | Pollution Abatement Treatment |
|---|---|
| Retention with percolation or detention with filtration | Runoff from first inch of rainfall or one-half inch of runoff if it has less than 50% impervious surface and less than 100 acres, whichever is greater. |
| Detention without filtration or wet detention | The first inch of runoff from the site or 2.5 inches times the site's impervious surface, whichever is greater. |

Note: If the site's runoff directly discharges to Class I, Class II, or Outstanding Florida Waters (OFW), then the Pollution Abatement Treatment requirements shall be increased an additional fifty percent (50%) more than described, an off-line retention or off-line detention with filtration of the first inch of runoff shall be required. The Town shall discourage the use of detention with filtration pollution abatement systems due to their high failure rate and costly maintenance; thus, the Town shall allow detention with filtration only if detention without filtration cannot be used.

The Town of Howey-in-the-Hills ensures the provision of adequate stormwater drainage systems through the development review process. The above standards are used in reviewing all new development. Permits are also required from all applicable State, Federal, and local agencies with regard to stormwater. No development is approved or is allowed to begin construction until all such permits are received by the Town.

## 6. SOLID WASTE

The Town of Howey-in-the-Hills provides twice weekly curbside garbage collection through a contract with a private hauler. Service also includes a weekly recycling collection.

### a. Level of Service Analysis

The adopted Level of Service (LOS) for solid waste in the Howey-in-the-Hills *Comprehensive Plan* is 6 pounds per person per day. (Policy 1.6.1 of the *Public Facilities Element*) This LOS was derived taking into consideration the capacity of the landfill.

## 7. PUBLIC SCHOOL FACILITIES

The Town has elected to retain public school concurrency as part of its public facility requirements. Policy 1.1.1 of the *Public Schools Facilities Element* of the *Comprehensive Plan* states that "LOS is defined as school enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The LOS standard is the maximum level of school utilization that will be permitted in the Lake County School District. The LOS for all schools shall be set at 100% of FISH permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the level of service maintained at 100% of the school capacity. In no instance shall the school capacity increase more than 125% due to additional CORE (dining) capacity." Appendix B: *Lake County School Districts 5-Year District Facilities Work Program* is attached.

New development is required to obtain a certificate of capacity from the school district based on the district's application and review procedures. The review is required of all residential development other than single-family homes on existing lots. The Reserve development is exempt from the school concurrency requirements based on their approval prior to the establishment of school concurrency. Developments which proposed restricting residents to age 55 and older, may be determined to be exempt from school impact fees, but they are still required to complete a review and approval process through the school district.

## E. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1:** To provide for timely and efficient provision of adequate public facilities that upholds quality of life through the use of sound growth management and fiscal policies.

**Purpose of Capital Improvements Management**

**OBJECTIVE 1.1:** ***Capital Improvements Provision and Programming.*** Capital Improvements shall be provided for purposes of correcting existing deficiencies, accommodating desired future growth, and replacing deteriorated or obsolete facilities. Capital Improvements shall be programmed within the *Five-Year Schedule of Capital Improvements*, according to the rank of priorities and timing set forth therein.

**POLICY 1.1.1:** ***Qualification and Scheduling of Capital Improvements.*** The Town shall include within the *Five-year Schedule of Capital Improvements* only those improvements identified in any of the respective elements of the Town's *Comprehensive Plan* which meet the requirements cited below for qualification as a capital improvement:

- Infrastructure - Improvements shall be a permanently fixed structure with a minimum life expectancy of five-years or more, and have an estimated cost of ~~$1,500~~ $5,000 or more;
- Land Acquisitions - All land acquisitions;
- Service or Supporting Facilities - Facilities and services necessary to support the maintenance of infrastructure or to provide a needed service, and having an estimated cost of ~~$1,500~~ $5,000 or more;
- Preparatory Services - Expenditures for professional engineering, planning, or research services that may be necessary prior to the implementation of infrastructure projects, supporting facilities and services, land acquisitions, or other services which exceed $5,000 or more dollars; and
- Bond Issues - Any infrastructure, land acquisitions, supporting facility improvements, or services requiring financing through the issuance of a bond

**POLICY 1.1.2:** ***Distinguishing and Classifying Capital Improvements.*** The *Capital Improvements Element* and the *Five-Year Schedule of*

*Improvements* shall distinguish and classify capital improvements according to the following three categories:

- Current Deficiencies – improvements required to eliminate a current deficiency in the provision of facilities and services;
- Replacement facilities – improvements required to replace existing facilities which are obsolete or worn-out to a degree which threatens the maintenance of an adopted level of service standard;
- New Capital Improvements – improvements necessary to provide new facilities and services to meet demands generated by anticipated growth and development identified within the *Future Land Use Element*.

**Level of Service**

**OBJECTIVE 1.2:** ***Maintaining LOS standards.*** Maintain adopted LOS standards, as defined in the individual *Comprehensive Plan* elements, and meet existing and future needs by coordinating land use decisions with the *Five-year Improvement Schedule of Capital Improvements* provided by the *Capital Improvements Element (CIE)*

~~**POLICY 1.2.1:** ***Adequate Facility Ordinance.*** The Town Council shall adopt an adequate facilities ordinance to ensure that at the time the development order is issued adequate facility capacity is available or will be available when needed to serve the development.~~

~~**POLICY 1.2.2:** ***Financially Feasible CIP.*** The Town of Howey in the Hills shall construct a financially feasible *Capital Improvements Plan.*~~

**POLICY 1.2~~.3~~ 1:** ***Adopted Level of Service Standards.*** The following levels of service are hereby adopted and shall be maintained for existing or previously permitted development and for new development or redevelopment in the Town or in the Town utility service area.

**Sanitary Sewer:**
Dwelling Unit - 120 gallons per day, per resident

**Potable Water:**
Overall System Demand - 242.0 gallons per day, per resident
Residential Demand Only - 150.8 gallons per day, per resident

**Solid Waste:**
6 lbs. per day, per capita

**Drainage:**

| **Water Quantity** | |
|---|---|
| Retention Volume | Complete retention of the post development minus the pre-development runoff occurring at established design storm stated below. |
| Facility Type | Design Storm |
| Canals, ditches, roadside swales, or culverts for stormwater external to the development | 25 Year |
| Canals, ditches, roadside swales, or culverts for stormwater internal to the development | 10 Year |
| Crossdrains | 25 Year |
| Storm sewers | 10 Year |
| Major Detention/Retention Structures | For the Probable Maximum Precipitation as required by SJRWMD(1) |
| Minor Detention/Retention Structures | 25 Years(1) |
| Development occurring in the 100 Year Flood Zone must elevate the first floor 18 inches above the 100 Year Flood Elevation | |
| **Water Quality** | |
| Facility Type | Pollution Abatement Treatment (2) |
| Retention with percolation or detention with filtration | Runoff from first inch of rainfall or one-half inch of runoff if it has less than 50% impervious surface and less than 100 acres, whichever is greater. |
| Detention without filtration or wet detention | The first inch of runoff from the site or 2.5 inches times the site's impervious surface, whichever is greater. |

Notes: (1) Major/Minor Detention/Retention structures are based on Hazard Classification for dams and impoundments as defined by SJRWMD.

(2) If the site's runoff directly discharges to Class I, Class II or Outstanding Florida Waters (OFW), then the Pollution Abatement Treatment Requirements shall be increased an additional fifty percent (50%) more than described, an off-line retention or off-one detention with filtration of the first inch of runoff shall be required. The Town shall discourage the use of detention with filtration pollution abatement systems due to their high failure rate and costly maintenance; thus, the Town shall allow detention with filtration only if detention without filtration cannot be used.

| **Transportation:** | **Level of Service** |
|---|---|
| Principal Arterial | "C" based on Average Annual Daily Traffic |
| Minor Arterial | "D" based on Average Annual Daily Traffic |
| Major Collector | "D" based on Average Annual Daily Traffic |
| Minor Collector and Local | "D" based on Peak Hour Directional |

**Recreation and Open Space:**
6.5 acres of park space per 1,000 residents

**Population Guidelines for User-Oriented Outdoor Recreation Activities**

| Activity | Resource* Facility | Population Served |
|---|---|---|
| Golf | 9-hole golf course | 25,000 |
| Golf | 18-hole golf course | 50,000 |
| Tennis | Tennis court | 2,000 |
| Baseball/softball | Baseball/softball field | 3,000 |
| Football/soccer | Football/soccer field | 4,000 |
| Handball/racquetball | Handball/racquetball court | 10,000 |
| Basketball | Basketball court | 5,000 |
| Swimming (Pool) | Swimming (Pool)* | 8,700 |
| Shuffleboard | Shuffleboard court | 1,000 |
| Freshwater fishing non-boat | 800 feet of Fishing pier | 5,000 |
| Freshwater fishing power boating, water skiing, and sailing | Boat ramp lane | 1,500 |

* Based on a standard community swimming pool measuring 81 ft x 60 ft (4,860 ft).

**Size and Population Guidelines for User Oriented Park Sites:**

| | |
|---|---|
| **District Park**: | 5 acres per 1,000 population and a minimum park size of 5 acres |
| **Vest Pocket /Tot Lot Park** | 0.5 acres per 1,000 population and a minimum park size of 1 acre or 0.25 acres for parks adjoining schools |

| | |
|---|---|
| **Community Park** | 2 acres per 1,000 population and a minimum park size of 20 acres or 5 acres for parks adjoining schools |
| **Neighborhood Park** | 2 acres per 1,000 population and a minimum park size of 5 acres or 2 acres for parks adjoining schools |

Source: Florida Department of Environmental Protection – Division of Parks and Recreation, Outdoor Recreation in Florida – 2000: Florida's Statewide Comprehensive Outdoor Recreation Plan, Tables 4.3, 4.4 and 4.5.

**POLICY 1.2.~~4~~ 2:** ***Monitoring and Tracking De Minimis Impacts.*** The Town shall implement a methodology to monitor and track approved de minimis impacts on the roadway network within its jurisdiction. All de minimis impacts (an impact that would not affect more than one percent of the maximum volume at the adopted Level of Service of the affected transportation facility) shall be compiled into an annual report and submitted to the state land planning agency with the annual *Capital Improvements Element* update.

**POLICY 1.2.~~5~~ 3:** ***Public School Deficiencies and Future Needs.*** The Town shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.

**POLICY 1.2.~~6~~ 4:** ***Issuance of Development Order.*** The Town shall issue no development order for new development which results in an increase in demand on deficient facilities prior to the completion of improvements required to upgrade the respective facility to adopted standards.

**POLICY 1.2.~~7~~ 5:** ***Level of Service for Public Schools.*** The level of service for all schools shall be set at 100% of FISH (Florida Inventory of School Houses) permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the level of service maintained at 100% of the school capacity. In no instance shall the school capacity increase more than 125% due to additional CORE (dining) capacity. Coordination with the Lake County School Board's *Five Year District Facilities Work Plan*, the plans of other local governments, and as necessary, updates to the *Concurrency Service Area Map* is required to ensure that the adopted Level of Service Standards for Concurrency Service Areas will be achieved and maintained.

On or before September 15th of each year and after consideration of the written comments of the County and the Cities, the Lake County School Board will adopt a financially-feasible Work Program that includes school capacity sufficient to meet anticipated student demand within the County, based on the LOS standards set forth in the Interlocal Agreement. The School Board will construct and/or renovate school facilities sufficient to maintain the LOS standards set forth in the Interlocal Agreement, consistent with the adopted *5-Year Facilities Work Program*. Nothing in this agreement shall be construed to abrogate the School Board's constitutional authority in determining delivery of student services, including but not limited to school scheduling or to require the School Board to redistrict any school more than once in any three consecutive year period. The Town of Howey-in-the-Hills shall adopt the Schools Board's adopted work program into their CIE updates each December.

**OBJECTIVE 1.3:** ***Local Government and External Agency Plans.*** The Town hereby adopts all applicable outside local government and external agency plans necessary to maintain and provide for level of service.

**POLICY 1.3.1:** ***Adoption of School District's Work Plan.*** The Town hereby adopts by reference the Lake County School District's current 5-Year Work Program, to meet anticipated school capacity and student demands projected by the County and municipalities based on the adopted Level of Service standards for public schools.

**POLICY 1.3.2:** ***Adoption of FDOT's Work Plan.*** The Town hereby adopts by reference the Florida Department of Transportation's current 5-Year Work Program, to meet anticipated demand through improvement of state transportation facilities within the jurisdiction.

~~**POLICY 1.3.3:** ***Adoption of SJRWMD's Work Plan.*** The Town hereby adopts by reference the St. Johns River Water Management District's (SJRWMD) *Water Supply Plan 2005*, to meet anticipated water supply and demand needs within the jurisdiction~~.

**Capital Improvements Prioritization**

**OBJECTIVE 1.4:** ***Capital Improvements Priority.*** Prioritization of capital improvement projects in a manner that achieves and maintains adopted LOS standards while protecting the Town's investment in existing public facilities.

**POLICY 1.4.1:** ***Town Clerk and Council Authority and Responsibility.*** The Town ~~Clerk~~ Manager shall have the authority and responsibility to evaluate and recommend a ranked order of priority for capital improvements which are proposed for inclusion in the *Five-year Schedule of Capital Improvements*. The Town Council shall review and retain its authority to adopt the recommendations of the Town ~~Clerk~~ Manager with or without modifications in the proposed *Five-year Schedule of Improvements*.

**POLICY 1.4.2:** ***Evaluation and Ranking of Capital Improvements.*** Proposed capital improvement projects shall be evaluated and ranked in order of priority according to the following guidelines:

- whether the project is needed to protect the public health and safety, to fulfill the Town's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities;
- whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement cost, provides service to developed areas lacking full service, or promotes in-fill development; and,
- whether the project represents a logical extension of facilities and services from the Town to the urban fringe or is compatible with the plans of the state agencies, or the St. Johns River Water Management District.

**POLICY 1.4.3:** ***Ranking 5-year Schedule.*** In addition to standards established in Policy 1.4.2, the Town shall rank capital improvement types (defined in Policy 1.1.2) within the *Five-Year Schedule of Capital Improvements* according to the following order of priority:

a. Current capital improvement deficiencies;
b. Replacement of worn-out or obsolete facilities;
c. New capital improvements required to meet demands generated by anticipated future growth and development (as identified within this *Comprehensive Plan*).

d. Capital improvements financed by grant funds earmarked for a specific use or financed by restricted revenues that can not be applied to an improvement identified as a higher priority may be scheduled before other higher priority projects in the *Five-Year Schedule of Improvements* on the basis that these funds may be forfeited if not used for that specific purpose or within a certain timeframe.

**POLICY 1.4.4:** ***Support of Comprehensive Plan.*** Proposed capital improvement projects shall support the Goals, Objectives and Policies of this *Comprehensive Plan*.

**OBJECTIVE 1.5:** ***Coordination of Land Uses and Fiscal Resources.*** The Town shall coordinate its land use decisions and available or projected fiscal resources with a schedule of capital improvements in order to maintain adopted levels of service which meet the existing and future facility standards.

**POLICY 1.5.1:** ***Elimination of Public Hazards.*** The Town shall eliminate public hazards in its implementation of capital improvements.

**POLICY 1.5.2:** ***Capacity Deficits and Local Budget Impact.*** The Town shall work to avoid and eliminate capacity deficits and minimize local budget impact when implementing capital improvements.

**POLICY 1.5.3:** ***Anticipating and Projecting Growth Patterns.*** The Town shall anticipate and project growth patterns in its implementation and accommodation of new development and the redevelopment of facility and capital improvements.

**POLICY 1.5.4:** ***Capital Improvements Financial Feasibility.*** All capital improvements shall be made in a financially feasible manner and take into account the plans of state agencies, local governments and water management districts that provide facilities within the Town of Howey-in-the-Hills.

**POLICY 1.5.5:** ***Concurrency of Public Facilities and Services.*** The Town shall make public facilities and services available concurrent with the impacts of development subsequent to the writing of this *Comprehensive Plan*. The Town shall deem which public facilities and services are necessary in cases of phased development but shall

require that this provision is made available concurrent to the impact of development.

**POLICY 1.5.6:** ***Public Facilities and Environmentally Sensitive Lands.*** The Town shall not invest public funds in public facilities located on designated environmentally sensitive lands, as defined in the *Conservation Element*, within its jurisdiction unless the facility is necessary to:

a. Preserve environmentally sensitive land;
b. Provide access to designated passive recreation sites or to connect developable areas; and
c. Promote the health and safety of citizens.

**OBJECTIVE 1.6:** ***Proportionate Cost of Future Development.*** The Town shall ensure future development bears its proportionate cost of facility improvements necessitated by the development in order to adequately maintain adopted levels of service.

**POLICY 1.6.1:** ***Use of Revenue Bonds.*** The limitation on the use of revenue bonds as a percent of total debt shall follow applicable Florida statutes and acceptable financial practices.

**POLICY 1.6.2:** ***Total Dept Service.*** The maximum ratio of total debt service to total revenue shall follow applicable Florida statutes and acceptable financial practices.

**POLICY 1.6.3:** **P*roperty Tax Base Indebtedness.*** The maximum ratio of outstanding capital indebtedness to property tax base shall follow applicable Florida statutes and acceptable financial practices.

**OBJECTIVE 1.7:** ***Public Facility Needs.*** The Town shall demonstrate its ability to require provisions for needed improvements identified in local jurisdictions comprehensive plan elements in order to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the ability of local government to fund and provide provisions of future needed capital improvements.

**POLICY 1.7.1:** ***Construction and Replacement Schedule.*** The Town shall identify needs and establish construction and replacement schedules within the *Capital Facilities Element*.

**POLICY 1.7.2:** ***Establishing LOS Standards.*** The Town shall establish level of service standards for public facilities.

**POLICY 1.7.3:** ***Prior Issued Development Orders.*** The Town shall account for needed facilities of prior issued development orders in the assessment of public facility needs for those development orders issued prior to the *Comprehensive Plan*.

**Budgetary Procedure**

**OBJECTIVE 1.8:** ***Annual Update of Capital Improvements Element.*** The *Capital Improvement Element* shall be updated annually to reflect existing and projected capital needs in accordance with the adopted level of service standards, for the purpose of assessing the costs of those needs against projected revenues and expenditures.

**POLICY 1.8. 1:** ***Resources for Enterprise Funds.*** Available resources for enterprise funds are to be calculated as net income less existing debt service principal payments plus any new service or special assessment revenue to be generated by the project financed through the anticipated debt proceeds.

**POLICY 1.8.2:** ***Resources for General and Specific Revenue Funds.*** Available resources for the general and special revenue funds would be calculated as the excess of revenue over expenditures and other uses plus any new revenue or special assessment collections generated by the project financed through the anticipated debt proceeds.

**POLICY 1.8. 3:** ***Reservation of Enterprise Funds.*** The Town shall reserve Enterprise Fund surpluses for planned capital expenditures.

**POLICY 1.8.4:** ***Securing Grants or Private Funds.*** Efforts shall be made to secure grants or private funds whenever available to finance the provisions of capital improvements.

**POLICY 1.8. 5:** ***Collection of Impact Fees.*** All new development, which has a direct or indirect impact on roads, schools, parks, potable water, or sewer, shall continue to be subject to impact fees collected and/or administered by the Town. Monies collected as impact fees shall be spent to benefit the Town's infrastructure ~~[9J-5.016(3)(b)(4), F.A.C.].~~

**POLICY 1.8. 6:** ***Impact Fee Ordinance.*** The Town shall assess its impact fee ordinances to assure that new development pays its pro rata share of the costs required to finance capital improvements necessitated by such development.

**POLICY 1.8.7:** ***Reviewing All sources of Revenue.*** Before the annual budget process is initiated, the Town shall review all sources of revenue not previously utilized as revenue and shall act to obtain and receive revenue from these potential sources where a benefit to the Town can be predicted.

**POLICY 1.8.8:** ***Private Contributions.*** The Town shall rely upon private contributions as a funding source within the *Five-year Schedule of Capital Improvements* only when the obligation to fund a specific capital improvement is addressed in an enforceable development agreement or development order. The Town shall not be responsible for funding capital improvements that are the obligation of the developer. If the developer fails to meet any capital improvement commitment that is programmed in the *Five-year Schedule of Capital Improvements*, a plan amendment to delete the capital improvement from the *Schedule* shall be required.

**POLICY 1.8.9:** ***Assessed Property Tax Base.*** The assessed property tax base shall be determined by the Lake County Property Appraiser's Office.

**POLICY 1.8.10:** ***Bond or Loan Maturity Date.*** The maturity date for any bond or loan shall not exceed the reasonable expected useful life of a financed project.

**Capital Improvements Planning**

**OBJECTIVE 1.9:** ***Annual Incorporation of 5-year CIP.*** Incorporate a *Five-year Capital Improvements Plan* into the annual budget in order to reserve funds for the needed future capital facilities.

**POLICY 1.9.2:** ***Adoption of Annual Capital Improvement Budget.*** The Town will, as part of its annual budgeting process, adopt a Capital Improvement budget.

**POLICY 1.9.3:** ***Correcting Deficiencies and Replacing Facilities.*** The Town shall provide for necessary capital improvements to correct existing deficiencies, accommodate desired future growth, and replace worn-out or obsolete facilities, as indicated in the *Five-year LOS-Related Schedule of Capital Projects*.

**POLICY 1.9.4:** ***Coordination with Comprehensive Plan.*** Review and update the *Capital Improvement Element* annually to ensure close coordination between the *Capital Improvement Plan* process and the annual budgeting process. This coordination shall address development timing, financial feasibility, and the Goals, Objectives, and Policies of the *Comprehensive Plan*.

**POLICY 1.9.5:** ***Projects within the 5-year Schedule.*** The *Five-year Schedule of Capital Improvements Plan* projects shall reflect the results of the local infrastructure studies in the annual update of the *Five-year Schedule of Capital Improvements* following completion of each study.

**POLICY 1.9.6:** ***Compliance with State of Florida Law.*** The Town of Howey-in-the-Hills shall comply with all State of Florida law regarding the management of debt.

**OBJECTIVE 1.10:** ***Concurrency Management System.*** Insurance of development orders and permits by the Town shall be controlled by the Town's Concurrency Management System, which requires that facilities and services which do not reduce the adopted level of service standards are in place, shall be in place or are guaranteed by a binding contract or agreement to be provided prior to the impact of the development.

**POLICY 1.10.1:** ***Concurrency Provisions.*** The Town's Concurrency Management System shall provide the following:

a. the capital improvements budget and a five-year schedule of capital improvements which, in addition to meeting all the other statutory and rule requirements, ~~must be financially feasible~~ and are adopted annually in the budget process;

b. the *Five-year Schedule of Improvements* which includes both necessary facilities to maintain the established level of service standards to serve the new development proposed to be permitted and the necessary facilities required to

eliminate that portion of existing deficiencies which are a priority to be eliminated during the five-year period under the Town's *Schedule of Capital Improvements*~~.~~;

c. a realistic, ~~financially feasible~~ funding system based on currently available revenue sources which is adequate to fund the public facilities required to serve the development authorized by the development order and development permit and which public facilities are included in the *Five-year Schedule of Capital Improvements*;

d. the *Five-year Schedule of Capital Improvements* must include the estimated date of commencement of actual construction and the estimated project completion date and which areas will be provided with public funds in accordance with the *5-year Capital Improvement Schedule*;

e. a provision that a plan amendment shall be required to eliminate, defer or delay construction of any facility or service which is needed to maintain the adopted level of service standard and which is listed in the *5-year Schedule of Improvements*;

f. a requirement that development orders and permits are issued in a manner that will guarantee that the necessary public facilities and services will be available to accommodate the impact of that development;

g. a provision that the Town, on an annual basis, shall determine whether it is adhering to the adopted level of service standards and its *5-year Schedule of Capital Improvements* and that the Town has a demonstrated capability of monitoring the availability of public facilities and services;

h. development guidelines for interpreting and applying level of service standards to applications for development orders and permits and determining when the test for concurrency must be met. At a minimum, the latest point in the application process for the determination of concurrency is prior to the approval of a development order or permit which

contains a specific plan for development and which would authorize the commencement of construction of physical activity on the land. Development orders and permits approved prior to the actual authorization for the commencement of construction or physical activity will be contingent upon the availability of public facilities and services necessary to serve the proposed development; and

**POLICY 1.10.2:** ***Requirement for Public Facilities and Services.*** The Town's *Concurrency Management System* shall provide that public facilities and services needed to support development are available concurrent with the impacts of such development by meeting the following standards prior to issuance to permit.

a. For potable water, sewer, solid waste, and drainage, at a minimum, the following standards will satisfy the concurrency requirement:

(1) the necessary facilities and services are in place at the time a development permit is issued; or

(2) a development permit is issued subject to the condition that the necessary facilities and services will be in the place when the impacts of the development occur; or

(3) the necessary facilities are under construction at the time a development permit is issued; or

(4) the necessary facilities and services are guaranteed in an enforceable development agreement. The agreement must guarantee that the necessary facilities and services will be in place when the impact of development occur; or

(5) the necessary facilities and services are in place no later than the issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.

b. For parks and recreation, at a minimum, the following standards will satisfy the concurrency requirement:

(1) at the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or

(2) the necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the actual construction of the facilities or the provision of services within one year of the issuance of the applicable development permit.; or

(3) the necessary facilities and services are in place no later than 1 year after issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.

c. For roads, at a minimum, the following Standards will satisfy the concurrency requirement:

(1) the necessary facilities and services are in place at the time a development permit is issued; or

(2) a development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) the necessary facilities are under construction at the time a permit is issued; or

(4) at the time the development permit issued, the necessary facilities and services are the subject of a binding executed contract which provides for the ~~commencement of the actual construction of the required facilities or the provision of services within three years of the approval of the development permit as required by Chapter 163.3180, F.S.;~~ fair share contribution equal to the development's impact on transportation facilities.

(5) ~~The necessary facilities and services are guaranteed in an enforceable development agreement which requires the~~

~~commencement of the actual construction of the facilities or the provision of services within three years of the approval of the applicable development permit as required in Chapter 163.3180, F.S.; or~~

(6) ~~the necessary facilities and services are guaranteed in an enforceable development agreement that includes the provisions of paragraphs 1-3 above. An enforceable development agreement may include, but is not limited to, development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur; or~~

(7) ~~the necessary facilities and services are in place or under actual construction no later than 3 years after issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.~~

d. In determining the availability of services or facilities, a developer may propose and the Town Council by a majority of the votes of its total membership may approve developments in stages or phases so that facilities and services needed for each phase shall be available at the time the impacts for that phase occur.

e. The latest point in the application process for the determination of concurrency is prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

**POLICY 1.10.3**: ***Exemptions from Transportation Concurrency.*** The Town shall allow exemptions from transportation concurrency for infill development, redevelopment projects, and downtown revitalization as required by Chapter 163.3180 F.S. Such exemptions are contingent upon if the proposed development is otherwise consistent with the Town's adopted *Comprehensive Plan* and is a project that promotes public transportation or is located within an area designated in the *Comprehensive Plan* for:

a. Urban infill development;
b. Urban redevelopment;
c. Downtown revitalization;
d. Urban infill and redevelopment under s. 163.2517; or
e. An urban service area specifically designated as a transportation concurrency exception area which includes lands appropriate for compact, contiguous urban development, which does not exceed the amount of land needed to accommodate the projected population growth at densities consistent with the adopted *Comprehensive Plan* within the 10-year planning period, and which is served or is planned to be served with public facilities and services as provided by the *Capital Improvements Element*.

**POLICY 1.10.4**: ***Exemptions from Transportation Concurrency and Special Part-time Demands.*** The Town shall allow exemptions from the concurrency requirement for transportation facilities for developments located within urban infill, urban redevelopment, urban service, or downtown revitalization areas or areas designated as urban infill and redevelopment areas established under Chapter 163.2517, which pose only special part-time demands on the transportation system. A special part-time demand is one that does not have more than 200 scheduled events during any calendar year and does not affect the 100 highest traffic volume hours.

**POLICY 1.10.5**: ***De Minimis Transportation Impact.*** The Town shall allow a de minimis transportation impact of not more than 0.1% of the maximum volume of the adopted level of service as an exemption from concurrency as required by Chapter 163.3180 F.S.

**POLICY 1.10.6**: ***Transportation Impact of Redevelopment Projects.*** In the event of redevelopment projects, the Town shall allow the redevelopment project to create 110% of the actual transportation impact caused by existing development before complying with concurrency as required by Chapter 163.3180 F.S.

**POLICY 1.10.7**: ***Approved Development and Proportionate Fair Share.*** The Town shall allow approved development that does not meet concurrency to occur if the Town has failed to implement the requirements of this *CIE* and the developer makes a binding commitment to pay the

proportionate fair share of the cost for facilities and services associated with the development.

**Capital Improvements Implementation**

The Town ~~Clerk~~ Manager shall have the responsibility for implementing the *Goals, Objectives and Policies* within this *Element*. Specific responsibilities include:

1. During the month of May of each year, request capital budget and public improvements updates from each municipal department head.

2. Request recommendations from each elected official and the Planning Agency.

3. During ~~July~~ December of each year, present an updated Table 20 to the Board, with explanations for each addition, deletion or revision.

4. Develop administrative procedures to implement the capital improvement policies. The Town ~~Planner~~ Manager shall provide checklists, directions, time frames and such other review criteria as shall be necessary to assure that facilities and services meet the standards adopted as a part of this plan and are available concurrent with the impacts of development.

Table 20 *Five-year Schedule of Capital Improvements* (see next page).

**TABLE 20**
**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**
**5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**

| Description | Funding Source | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 | Total |
|---|---|---|---|---|---|---|---|---|
| **Public Works** | | | | | | | | |
| Acquire Drake Pointe Water-WW | Bond Issue | | | $ 5,000,000 | | | | $ 5,000,000 |
| Annual stormwater improvements | Various | $ 130,000 | $ 50,000 | $ 50,000 | $ 50,000 | $ 50,000 | $ 50,000 | $ 380,000 |
| Central Avenue Streetscape | General Fund | | | | | $ 30,000 | $ 500,000 | $ 530,000 |
| Drilling for Well #5 & #6 | Various | $ 1,500,000 | | | | | | $ 1,500,000 |
| Emergency Lift Station Bypass Pumps | Various | $ 340,000 | | | | | | $ 340,000 |
| Install Sanitary Sewer to Septic | Various | | $ 510,000 | | | | | $ 510,000 |
| N. Water Treatment Plant Construction | Various | $ 1,000,000 | $ 3,000,000 | $ 3,000,000 | $ 500,000 | | | $ 7,500,000 |
| Wastewater Treatment Plant Construction | Impact Fees (WW) | $ 2,500,000 | | | | | | $ 2,500,000 |
| Road Reconstruction | Infrastructure | $ 295,000 | $ 375,000 | $ 375,000 | $ 375,000 | $ 375,000 | $ 375,000 | $ 2,170,000 |
| Sidewalk Improvements | General Fund | $ 10,000 | $ 60,000 | $ 60,000 | $ 60,000 | $ 60,000 | $ 60,000 | $ 310,000 |
| Venezia South Second Access | General Fund | | | | $ 75,000 | | | $ 75,000 |
| Water Mains - North | Impact Fees (Water) | $ 100,000 | $ 100,000 | $ 100,000 | $ 100,000 | $ 100,000 | $ 100,000 | $ 600,000 |
| Water Mains - South | Impact Fees (Water) | | | $ 100,000 | $ 100,000 | $ 100,000 | | $ 300,000 |
| Water Master Plan | Water Utility Fund | $ 20,000 | | | | | | $ 20,000 |
| Water Tower Repair and Painting | General Fund | $ 150,000 | | | | | | $ 150,000 |
| *Fire Truck Repair and Painting* | General Fund | $ 50,000 | | | | | | $ 50,000 |
| | | | | | | | | **$ 21,935,000** |
| **General Community Services** | | | | | | | | |
| Library Expansion | Impact Fees | | | $ 150,000 | $ 800,000 | $ 200,000 | | $ 1,150,000 |
| Municipal Complex Design | Various | | | | | | $ 1,400,000 | $ 1,400,000 |
| Police Station Expansion/Renovation | Various | | $ 250,000 | $ 1,250,000 | $ 1,250,000 | $ 250,000 | | $ 3,000,000 |
| *Town Hall Retrofitting* | Various | | | $ 250,000 | | | | $ 250,000 |
| | | | | | | | | **$ 5,800,000** |
| **Parks and Recreation** | | | | | | | | |
| Convert Landfill to Park (Peak Park) | Impact Fees (Parks) | $50,000 | | | | | $ 5,000 | $ 55,000 |
| Grove Square Park | Impact Fees (Parks) | | | $ 10,000 | | | | $ 10,000 |
| Improvements to Griffin Park | Various | | | | $ 10,000 | | $ 90,000 | $ 100,000 |
| Lakeshore Shoreline Improvements | Grant (Unspecified) | | 100,000 | | $ 200,000 | $ 720,000 | | $ 1,020,000 |
| Repair/renovate Sara Maude Park | Impact Fees (Parks) | $ 300,000 | | | | | | $ 300,000 |
| Repair/replace finger piers | Impact Fees (Parks) | | | $ 30,000 | $ 30,000 | $ 30,000 | $ 30,000 | $ 120,000 |
| Town Park South End (Pine Park) | Impact Fees (Parks) | $ 50,000 | | | $ 200,000 | $ 200,000 | $ 200,000 | $ 650,000 |
| | | | | | | | | **$ 2,255,000** |
| Per Year | | $ 6,495,000 | $ 4,445,000 | $ 10,375,000 | $ 3,750,000 | $ 2,115,000 | $ 2,810,000 | |
| Program Total | | | | | | | | **$ 29,990,000** |

**TABLE 20 A**
**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**
**5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**

| Description | Funding Source | FY24 | FY25 | FY26 | FY27 | FY28 | FY29 | CIP Total |
|---|---|---|---|---|---|---|---|---|
| **Transportation Mitigation Projects** | | | | | | | | |
| SR 19 @ CR 48 Intersection | Fair Share | | $ 742,500 | | | | | $ 742,500 |
| SR 19 @ Central Ave Intersection | Fair Share | | $ 742,500 | | | | | $ 742,500 |
| Revels Rd @ SR 19 Intersection | Fair Share | | | | | $ 742,500 | | $ 742,500 |
| Florida Ave @ SR 19 Intersection | Fair Share | | | $ 148,500 | | | | $ 148,500 |
| Florida Ave @ Number 2 Rd. Intersection | Fair Share | | | | $ 148,500 | | | $ 148,500 |
| Pedestrian Improvements | Various | | $ 20,000 | $ 20,000 | $ 20,000 | $ 40,000 | | $ 100,000 |
| Bicycle Improvements | Various | | | $ 20,000 | $ 30,000 | $ 50,000 | | $ 100,000 |
| Streetscape | Various | | | | | $ 250,000 | | $ 250,000 |
| **Total** | | **$ -** | **$ 1,505,000** | **$ 188,500** | **$ 198,500** | **$ 1,082,500** | **$ -** | **$ 2,974,500** |

| Chapter 9 - Concurrency Management Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 1 | Definititons | added "final" to plat approval |
| 4 | 5 | replaced paragraph about "enforceable development agreement" with "proportionate share agreement" |
| 4 | 7 | replaced sentence about facilities & services in place no later than 3 years to projects in town center overlay and town center flex overlay exempt |
| 12 | 5 | replaced paragraph about "enforceable development agreement" with "proportionate share agreement" |
| 13 | 7 | replaced sentence about facilities & services in place no later than 3 years to projects in town center overlay and town center flex overlay exempt |
| 14 | Policy 1.1.5 | deleted entire policy |

# CONCURRENCY MANAGEMENT SYSTEM ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

AMENDED ON APRIL 22, 2020

**CONCURRENCY MANAGEMENT SYSTEM ELEMENT**
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# CHAPTER 9
# CONCURRENCY MANAGEMENT SYSTEM ELEMENT

## Definitions

The following definitions shall apply to the Concurrency Management System.

***Concurrency Facilities:*** Public facilities and services for which a level of service must be met concurrent with the impacts of development or an acceptable deadline shall include:

a. Potable Water.
b. Sanitary Sewer.
c. Drainage.
d. Recreation.
e. Solid Waste.
f. Transportation.
g. Public Schools.

***"Proceeding in Good Faith"***: Identifiable actions taken by an applicant of an approved final development order to proceed with actual construction and implementation of the final development plan.

***Final Development Order:*** The official authorization from the Town of Howey-in-the-Hills approving the final development plans for a proposed development project. The issuance of a final development order issued after the effect date of the ordinance adopting the Comprehensive Plan shall only occur if the final development plan complies with the goals, objectives, and policies established in the *Comprehensive Plan*.

Final development orders shall include final subdivision plan approvals, final plat approval, final site plan approval, and building permit.

## A. OVERVIEW OF THE CONCURRENCY MANAGEMENT SYSTEM

The Concurrency Management System (CMS) is a mechanism to assist in the implementation of the goals, objectives, and policies of the Town's *Comprehensive Plan*. The purpose of the CMS is to establish an ongoing mechanism which ensures facilities and services needed to support development will be available concurrent with the impacts of such development. Prior to the issuance of a development order and development permit, the CMS must ensure the adopted level of service standards required for the following facilities will be maintained: roads; potable water; sanitary sewer; solid waste; stormwater management; parks and recreation; and public schools.

The CMS is an accounting system that maintains a record of the existing levels of service and what impacts, if any, can be expected as a result of proposed developments, facility expansions, and other factors that can affect the adopted level of service standards of a community.

## B. REQUIREMENTS FOR CONCURRENCY

The Town will require that all development meet the requirements of concurrency. The following are the requirements for concurrency:

*Minimum requirements for Concurrency.* The Town shall maintain a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and will address the following items.

For potable water, sewer, solid waste, and drainage, at a minimum, the following standards will satisfy the concurrency requirement:

(1) the necessary facilities and services are in place at the time a final development order is issued; or

(2) a final development order is issued subject to the condition that the necessary facilities and services will be in the place when the impacts of the development occur; or

(3) the necessary facilities are under construction at the time a final development order is issued; or

(4) the necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee

that the necessary facilities and services will be in place when the impact of development occurs; or

(5) the necessary facilities and services are in place no later than the issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.

For parks and recreation, at a minimum, the following standards will satisfy the concurrency requirement:

(1) at the time the final development order is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the construction of the required facilities or the provision of services within one year of the issuance of the final development order; or

(2) the necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the construction of the facilities or the provision of services within one year of the issuance of the applicable development order. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes; or

(3) the necessary facilities and services are in place no later than 1 year after issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.

For roads, at a minimum, the following standards will satisfy the concurrency requirement:

(1) the necessary facilities and services are in place at the time a final development order is issued; or

(2) a final development order is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) the necessary facilities are under construction at the time a final development order is issued; or

(4) at the time the final development order is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the construction of the required facilities or the provision of services within three years of the approval of the development order; or

(5) ~~The necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the construction of the facilities or the provision of services within three years of the approval of the applicable development order as required in Chapter 163.3180, F.S. An enforceable development agreement may include, but is not limited to, development agreements pursuant to section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes; or~~

The necessary facilities are guaranteed through a proportionate share agreement which meets the requirements of Chapter 163.3180 F.S.

(6) the necessary facilities and services are guaranteed in an enforceable development agreement that includes the provisions of paragraphs 1-3 above. An enforceable development agreement may include, but is not limited to, a development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur; or

(7) ~~the necessary facilities and services are in place or under construction no later than 3 years after issuance of a certificate of occupancy.~~

In order to promote non-residential development in the Central Avenue corridor, projects proposed in the Town Center Overlay and Town Center Flex Overlay shall be exempt from traffic concurrency.

For school facilities, the following standards will satisfy the concurrency requirement:

(1) For district-wide concurrency service areas:

a. at the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

2. For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is

available in one or more contiguous service areas and school capacity is available district-wide.

## C. ISSUANCE OF DEVELOPMENT ORDERS OR PERMITS

The Town's CMS shall ensure all development can meet the requirements for concurrency prior to the issuance of a final development order or permit. All applicants for final development orders or permits shall be required to provide all information deemed necessary by the Town so that the impacts of the proposed development may be accurately assessed. Once the Town has determined that a proposed development meets the requirements for concurrency, and has issued a Town development order or permit, the Town shall not revoke that development order or permit because of a subsequent facility capacity deficiency, unless the proposed development would cause unhealthy or unsafe conditions, or unless the proposed development was issued a development order or permit under erroneous information supplied by the proposed developer, or unless the proposed developer fails to meet the conditions of approval of the final development order or permit. In this latter situation, certificates of occupancy may also be denied.

The Town shall establish expiration dates for development orders, development permits, and for the reserved capacity of public facilities allocated to specific development orders or permits as required by concurrency.

Howey-in-the-Hills shall annually determine the available capacity for public facilities for which the Town has operational or maintenance responsibility, and for State and County roads. Owners or operators of public facilities not operated, maintained, or owned by the Town shall supply the Town with available capacity information annually, or as otherwise reasonable depending on development activity that requires the use of such a facility.

## D. GOAL, OBJECTIVE AND POLICY STATEMENTS SUPPORTING CONCURRENCY

The concurrency doctrine is supported by various goals, objectives, and policies throughout the Town's *Comprehensive Plan*. These policy statements are adopted by the Town and will be implemented by the concurrency management system. The policy statements generally establish standards and criteria for concurrency.

## E. PUBLIC FACILITY CAPACITY AND LEVEL OF SERVICE INVENTORY

As part of its CMS, the Town will be responsible for the collection and maintenance of an inventory of all public facilities and services. The inventory shall be based on the most recently available information and shall be used to monitor the adopted level of service standards and to determine public facility capacity. This information shall be made available to the public and shall be updated annually by December 1 of each year.

The following inventories shall be maintained by Howey-in-the-Hills in order to evaluate the concurrency requirements of proposed development and expansions to an existing development and to assess existing and future capacity of public facilities and services:

**1. Transportation**

The Town will maintain an inventory of the level of service on roadway links within its jurisdiction. The existing level of service will be based on the most recent traffic count data reported by the Florida Department of Transportation and Lake County for each segment identified in the *Transportation Element* of this *Comprehensive Plan* or plan amendment. Traffic count data and level of service standards will be updated yearly, based on reported information from the FDOT and Lake County. The inventory shall, at a minimum, include the following:

a) the adopted level of service standard.
b) existing facility capacities and deficiencies.
c) capacity reserved for approved but unbuilt development.
d) the projected capacities or deficiencies attributable to approved but unbuilt development; and
e) any existing or scheduled road improvement to be made on Town, County, or State maintained roadways within the Town's jurisdiction; or improvements to be made by other public agencies or in conjunction with approved development.

**2. Potable Water**

An inventory of the Town's potable water system will, at a minimum, include the following:

a) the level of service standards adopted in the *Comprehensive Plan*.
b) existing design capacities and system deficiencies.
c) capacity reserved for approved but unbuilt development.
d) the projected capacities or deficiencies attributable to approved but unbuilt development; and
e) any improvements or expansions made to the system by the Town or any approved development order, in the current fiscal year, and the impact on existing capacities or deficiencies.

**3. Sanitary Sewer**

For all developments on a central sanitary system, the Town will maintain an inventory that includes:

a) the level of service standards adopted in the *Comprehensive Plan*.

b) existing design capacities and system deficiencies.
c) the permitted capacity.
d) capacity reserved for approved but unbuilt development.
e) the projected capacities or deficiencies attributable to approved but unbuilt development; and
f) any improvements or expansions made to design or permitted capacity by the Town or any approved development order, in the current fiscal year, and the impact on existing capacities or deficiencies.

**4. Solid Waste Disposal**

An inventory of the Town's solid waste disposal system will, at a minimum, include the following:

a) the level of service standards adopted in the *Comprehensive Plan*.
b) existing and projected design capacities of all applicable solid waste disposal facilities.
c) capacity reserved for approved but unbuilt development.
d) the projected capacities or deficiencies attributable to approved but unbuilt development; and
e) any improvements or expansions made to the design capacity, and the impact on existing capacities or deficiencies.

**5. Stormwater Management**

An inventory of the Town's stormwater management facilities will, at a minimum, include the following:

a) the level of service standards adopted in the *Comprehensive Plan*.
b) the existing level of service measured by storm event; and
c) any proposed stormwater management facilities that will impact the capacity of the Town's stormwater management facilities.

**6. Recreation and Open Space**

An inventory of the Town's recreational sites and facilities will, at a minimum, include the following:

a) the existing acres of recreational sites as outlined in the *Recreation and Open Space Element*.
b) the adopted level of service standard as outlined in the *Recreation and Open Space Element*.
c) the existing capacities or deficiencies of the Town's recreation system.
d) capacity reserved for approved but unbuilt development.

e) the projected capacities or deficiencies attributable to approved but unbuilt development; and
f) any improvements or expansions made to the system by the Town or any approved development order, in the current fiscal year, and the impact on existing capacities or deficiencies.

## F. CONCURRENCY MONITORING SYSTEM

In addition to maintaining an inventory of public facilities and services, Howey-in-the-Hills will also be responsible for maintaining a record of public facility and service capacities or volumes which are committed for approved developments as a result of development orders issued by the Town. If service is provided by an entity other than the Town, this will require coordination between the service provider and the Town in order to maintain an accounting system which accurately tracks approved developments.

Accountability shall be established by reserving capacity from the total available capacity for all approved development orders. Once capacity has been reserved for a specific development, it cannot be reassigned to another development prior to the expiration of the first development's development order or permit. Capacity reservations shall be renewed yearly in order to be accounted for in the annual concurrency process. Upon the expiration of an approved development order with concurrency standing, which has not been implemented, or which the Town has determined to have been abandoned by the applicant, the capacity allocated to the proposed development shall be deleted. Deleted capacity shall then become available to other proposed developments. A priority waiting list shall be established for the purpose of allocating deleted capacity. When determining how much capacity is available for proposed developments, the Town shall consider all capacity that has been reserved for approved development orders.

## G. CONCURRENCY ASSESSMENT

The Howey-in-the-Hills Town Council or its designee will be responsible for determining whether concurrency will be met when it considers applications for development orders for final site plans and/or final subdivision plans. When reviewing applications for development orders, the Council shall perform an assessment to determine whether public facilities will be available concurrent with the impacts of the proposed development. A facility inventory, as outlined above, shall be used as a basis for establishing existing conditions. The ability of existing public facilities to service new development shall be determined based on the following criteria:

(a) the ability of existing facilities to accommodate the proposed development at the adopted level of service.
(b) existing facility deficiencies which will need to be corrected prior to the completion of the proposed development.
(c) facility improvements or additions needed to accommodate the impacts of proposed development at the adopted level of service standard.

(d) the date facility improvements or additions need to be completed in order to maintain the adopted level of service for the public facilities affected by the proposed development.

## H. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1:** The Town shall ensure that public facilities and services needed to accommodate growth during the planning period (up to 2035) are safely and efficiently provided concurrently with associated growth.

**OBJECTIVE 1.1:** ***Implementing the Concurrency Management System.*** To implement the Town's *Concurrency Management System* and ensure that public facilities and services needed to support development are available concurrent with the impacts of such development.

**POLICY 1.1.1:** ***Assist Applicants of Development.*** The Land Development Regulations shall continue to contain a descriptive guide to assist developers and other interested parties in understanding the concurrency determination process, steps to performing a concurrency review, and the development review process involving the issuance of a certificate of concurrency.

**POLICY 1.1.2:** ***Adoption of Level of Service Standards.*** The standards for levels of service for each type of public facility mandatorily subject to concurrency requirements shall apply to development orders issued by the Town of Howey-in-the-Hills upon the commencement date established within the adopting ordinance applicable to this *Comprehensive Plan.*

**POLICY 1.1.3:** ***Concurrency Requirements.*** The Town Council shall ensure that the impacts of development on public facilities within the Town's jurisdictional area occur concurrently with such development prior to an issuance of a final development order.

**POLICY 1.1.4:** ***Requirement for Public Facilities and Services.*** The Town's *Concurrency Management System* shall provide that public facilities and services needed to support development are available concurrent with the impacts of such development by meeting the following standards prior to issuance of a final development order.

a. For potable water, sanitary sewer, solid waste, and drainage, at a minimum, the following standards will satisfy the concurrency requirement:

(1) the necessary facilities and services are in place at the time a final development order is issued; or

(2) a final development order is issued subject to the condition that the necessary facilities and services will be in the place when the impacts of the development occur; or

(3) the necessary facilities are under construction at the time a final development order is issued; or

(4) the necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee that the necessary facilities and services will be in place when the impact of development occurs; or

(5) the necessary facilities and services are in place no later than the issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.

b. For parks and recreation, at a minimum, the following standards will satisfy the concurrency requirement:

(1) at the time the final development order is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the construction of the required facilities or the provision of services within one year of the issuance of the final development order; or

(2) the necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the construction of the facilities or the provision of services within one year of the issuance of the applicable development order. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes; or

(3) the necessary facilities and services are in place no later than 1 year after issuance of a certificate of occupancy.

c. For roads, at a minimum, the following Standards will satisfy the concurrency requirement:

(1) the necessary facilities and services are in place at the time a final development order is issued; or

(2) a final development order is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) the necessary facilities are under construction at the time a final development order is issued; or

(4) at the time the final development order is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the construction of the required facilities or the provision of services within three years of the approval of the development order, or

(5) ~~The necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the construction of the facilities or the provision of services within three years of the approval of the applicable development order as required in Chapter 163.3180, F.S. An enforceable development agreement may include, but is not limited to, development agreements pursuant to section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes; or~~

The necessary facilities are guaranteed through a proportionate share agreement which meets the requirements of Chapter 163.3180 F.S.

(6) the necessary facilities and services are guaranteed in an enforceable development agreement that includes the provisions of paragraphs 1-3 above. An enforceable development agreement may include, but is not limited to, a development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur; or

(7) ~~the necessary facilities and services are in place or under construction no later than 3 years after issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.~~
Non-residential and mixed use projects in the Town Center Commercial Overlay District are exempt from traffic concurrency.

d. For school facilities, the following standards will satisfy the concurrency requirement:

(1) For district-wide concurrency service areas:

a. at the time the residential development order or permit is issued, the necessary facilities and services are in place or under construction; or

b. A residential development order or permit is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under construction not more than 3 years after permit issuance as provided in the adopted public school facilities program.

(2) For less than district-wide concurrency service areas: If public school concurrency is applied on less than a district-wide basis in the form of concurrency service areas, a residential development order or permit shall be issued only if the needed capacity for the particular service area is available in one or more contiguous service areas and school capacity is available district-wide.

e. In determining the availability of services or facilities, a developer may propose, and the Town Council may approve developments in stages or phases so that facilities and services needed for each phase shall be available.

f. The latest point in the application process for the determination of concurrency is prior to the approval of a final development order or permit.

~~**POLICY 1.1.5:** ***Roadways Concurrency Requirements and 5-Year CIP.*** In addition to guidelines established in Policy 1.1.4, roadways facilities will be~~

~~deemed concurrent based on the adopted *Five-Year Capital Improvements Program (CIP)* as described in the following criteria:~~

~~1. The *Five-Year CIP* and the *Capital Improvements Element* of the Town's *Comprehensive Plan* are financially feasible.~~

~~2. the *Five-Year CIP* includes improvements necessary to correct any identified facility deficiencies and maintain adopted levels of service for existing and permitted development.~~

~~3. The *Five-Year CIP* is a realistic, financially feasible program based on currently available revenue sources and development orders will only be issued if the public facilities necessary to serve the development are available or included in the *Five-Year Schedule of Capital Improvements*.~~

~~4. The *Five-Year CIP* identifies whether funding is for design, engineering, consultant fees, or construction and indicates, by funded year, how the dollars will be allocated.~~

~~5. The *Five-Year CIP* identifies the year in which actual construction of the roadway project will occur and only those projects scheduled for construction within the first three years of the Howey-in-the-Hills or Florida Department of Transportation five-year programs will be utilized for concurrency determination.~~

~~6. A plan amendment will be required in order to eliminate, defer, or delay construction of any roadway facility or service which is needed to maintain the adopted level of service standard.~~

| Chapter 10- Public Participation Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| 1 | C | removed Florida Administrative Code reference |
| 2 | 5 | removed Florida Administrative Code reference |

# PUBLIC PARTICIPATION ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

UPDATED APRIL 22, 2020

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# CHAPTER 10
# PUBLIC PARTICIPATION ELEMENT

## A. INTRODUCTION

The purpose of the *Public Participation Element* is to ensure public participation in the Town's planning process. This *Element* is developed around the following goals:

1. Provide all residents of Howey-in-the-Hills the opportunity to participate in their government to the fullest extent possible to promote their health, safety, welfare and general well being.
2. Promote efficiency in the governmental process by streamlining actions involving public participation whenever possible.
3. Conform to all applicable local, state, and federal laws relative to public notice and citizen participation requirements.

These goals will be achieved by following the procedures provided within this *Element*.

## B. OVERVIEW OF COMPREHENSIVE PLAN

Public participation is actively encouraged in the comprehensive planning process. The *Local Government Comprehensive Planning and Land Development Regulation Act*, as amended from time to time, set forth minimum public participation procedures designed to provide effective public participation in the planning process and to provide real property owners with notice of all official actions that will regulate use of their property. The purpose of this "Citizen Participation Manual" is to inform the citizens of the public participation process in a nontechnical manner as it relates to the Town's *Comprehensive Plan*.

Among other goals, the *Local Government Comprehensive Planning and Land Development Regulation Act* states, "It is the intent of this Act that its adoption is necessary so that local governments can preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions".

## C. ADOPTED PUBLIC PARTICIPATION PROCEDURES AND POLICIES

As required by Ch. 163.3181 F.S., ~~and Rule 9J-5.004 F.A.C.,~~ the following procedures are adopted to guide and assist the Town Council, Town Staff and the public during the preparation, public hearings, and other required steps in the development of the Town's *Comprehensive Plan*.

## Public Participation Policies

1. All plan and plan amendment preparation, modification, and adoption shall be advertised in accordance with Florida Statutes

2. The Town shall update the *Comprehensive Plan* or parts thereof as often as is deemed necessary by the Town Council and in accordance with Florida Statutes.

3. The Town shall utilize its Planning and Zoning Board as a public forum for citizen participation and to keep the general public informed.

4. Written comments from the public regarding planning issues shall be encouraged and entered into the public record.

5. The Town shall provide written responses to said citizen inquiries upon request regarding the *Comprehensive Plan*. The Town Council shall respond to any comments or suggestions regarding the *Plan* made to them at the public hearings. ~~[9J-5.004(2)(d) and (2)(e), F.A.C.]~~

6. Prior to transmitting the amended *Comprehensive Plan* to the State Department of Community Affairs, the Local Planning Agency and Town Council shall hold transmittal hearings to transmit the amended *Plan* to the State.

A copy of the *Comprehensive Plan* and current drafts of the *Plan* and any proposed amendments to the *Plan* shall always be available at the Town Clerk's office during regular office hours for inspection by the public. Copies of any portions thereof may be purchased from the Clerk.

## Monitoring and Evaluation Policies

Given that the Town's adopted *Comprehensive Plan* dates to 1991, the *Plan* has been formally reviewed as required by State law. It is the purpose of this section to ensure the continuation of evaluation and appraisal efforts, and to set forth those actions that will be adopted as a part of this *Plan* that will measure future and ongoing monitoring and evaluation.

1. **Updating Baseline Data and Measurable Objectives:** During the annual update of the *Capital Improvements Element*, Town Staff shall prepare updated baseline data and measurable objectives as needed. The data will then be provided to the Local Planning Agency, which shall provide its recommendation to the Town Council.

2. **Assured, Continued Monitoring and Evaluation:** The annual updating of the *Capital Improvements Element*, and the involvement of the Town's Local Planning Agency are some methods by which the Town has assured that monitoring and evaluation will be continuous. In addition, as required by Chapter 163.3191, F.S.,

the Town will adopt an evaluation and appraisal report once every 7 years assessing the progress in implementing the Town's *Comprehensive Plan*.

| Chapter 11- Public School Facilities Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| | | no changes recommended |

# PUBLIC SCHOOL FACILITIES ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON OCTOBER 11, 2010

UPDATED APRIL 22, 2020

# PUBLIC SCHOOL FACILITIES ELEMENT
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APPENDIX B: LAKE COUNTY CONCURRENCY SERVICE AREA MAP

# CHAPTER 11

# PUBLIC SCHOOLS FACILITIES ELEMENT

## A. PURPOSE

The purpose of the *Public School Facilities Element* is to function as a guiding document the Town will use to apply policies that will enable the Lake County School System to implement a financially feasible plan to provide sufficient capacity for public school facilities within the jurisdiction of the Town of Howey in the Hills. It is not intended to discuss or address curriculum requirements, administration of facilities, or other duties with which the Lake County School Board is tasked. While the Public Schools Facility Element is no longer a required element of the comprehensive plan, the Town has elected to retain the element as an optional element. The interlocal agreement between the Town and the Lake County School Board also remains in effect.

## B. EXISTING CONDITIONS

### 1. Existing School Enrollment

Existing student enrollments for elementary, middle, and high schools for the Town of Howey in the Hills and surrounding jurisdictions, which are required under interlocal agreements to share capacity as of October 15, 2005, are provided by the Lake County School Board in its adopted *Five Year Facilities Master Plan / Capital Improvement Program*.

### 2. Lake County School District Enrollment to Capacity Comparison

The Lake County School Board uses the Florida Inventory of School Houses (FISH) capacity information for each school, based on Florida Department of Education (FDOE) formulas. FISH Capacity is the number of students that may be housed in a facility at any given time based on a utilization percentage of the number of existing satisfactory student stations, based on FDOE formulas. It is a product of the number of classrooms at a school and the student stations assigned to each room type. The capacity of some spaces is modified for actual square footage of the teaching space.

The School Enrollment to Capacity Comparison is used to determine the percent utilization of a school facilities capacity; and includes the number of portables on campus and portable capacity; the total capacity that includes portables and the permanent facility; dining capacity; and media capacity.

The school enrollment to capacity comparison is a major indicator of school overcrowding. Using the ratio of enrollment to permanent FISH capacity, an analysis can be conducted to determine which schools in Lake County are over capacity. An analysis can also be done

to determine capacity utilization using portable capacity and/or dining and media capacity. An enrollment to Capacity Comparison for schools located in the Town of Howey in the Hills and surrounding jurisdictions required under interlocal agreements to share capacity is provided by the Lake County School Board in its adopted *Five-Year Facilities Master Plan / Capital Improvement Program*.

### 3. School Attendance Zones

Existing district-wide school attendance zones for each school facility are provided by school type (Elementary, Middle, and High) on the School Attendance Zone Maps (Appendix A figures 1, 2, and 3, respectively).

### 4. Level of Service Standards

An analysis of the adequacy of the existing level of service for each public school facility has been conducted, using three different LOS scenarios, in order to develop appropriate level of service standards based on a school's current physical condition. The final option chosen by the School Concurrency Committee is described below in Section E, item 1. The analysis and results are provided by the Lake County School Board in its adopted *Five-Year Facilities Master Plan / Capital Improvement Program*.

#### a. Target Level of Service Standard

The Interlocal Agreement has established an agreed upon level of service standard. A consensus has been reached between the County, School Board, and municipalities as to what the level of service should be for Lake County public schools.

The agreed upon Level of Service calculation will be:

- The level of service for all schools shall be set at 100% of FISH permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the level of service maintained at 100% of the school capacity. In no instance shall the school capacity increase more than 125% due to additional CORE (dining) capacity.
- Elementary: 100% of permanent FISH capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

The Level of Service Standard for public schools as they relate to the Town of Howey in the Hills and surrounding jurisdictions required under interlocal

agreement to share capacity is provided by the Lake County School Board in its adopted *Five Year Facilities Master Plan / Capital Improvement Program*.

## C. SCHOOL ENROLLMENT PROJECTIONS

### 1. School Concurrency Service Areas (CSA)

Lake County Concurrency Service Areas have been defined and are depicted in Appendix B of this *Element*. The map identifies fifteen (15) concurrency service areas where a combination of adjacent service areas includes at least one of each school type: elementary, middle, and high school. Additionally, four (4) lake areas have been identified which are naturally occurring water bodies between certain CSAs which would cause undue travel for both the student and/or our transportation services if concurrency with adjacent service areas were literally interpreted and usage were permitted.

### 2. School Assignments

Detailed information regarding the schools within individual service areas, with respect to student enrollment projections, and new construction and additions to our existing facilities over the next five years of our capital plan is provided by the Lake County School Board in its adopted *Five Year Facilities Master Plan / Capital Improvement Program*.

Details of projected school facility surpluses-deficiencies over the long range planning period by school type along with the proposed general locations of the additional facilities needed to mitigate deficiencies are provided by the Lake County School Board in its adopted *Five Year Facilities Master Plan / Capital Improvement Program*. Future Needs

Based on enrollment projections as shown in the Lake County School Board's adopted *Five Year Facilities Master Plan*, various capital improvements will be needed during the 5-year planning period. These projected capital improvements and estimated revenues for the Lake County School Board are reviewed and revised on an annual basis using the process specified in the interlocal agreement on school concurrency.

## D. GOALS, OBJECTIVES AND IMPLEMENTING POLICIES

**GOAL 1:** It is the goal of the Town of Howey-in-the-Hills to work with the Lake County School Board and provide for the future availability of public school facilities in a manner consistent with the adopted level of service standard. the implementation of school concurrency will be accomplished by adhering to and recognizing the Town's authority in land use decisions, which include the authority to approve or deny comprehensive plan amendments, re-zonings, or other development orders that generate students and impact the Lake County School System; and the Lake County School Board's statutory and constitutional responsibility to provide adequate public schools.

**OBJECTIVE 1.1:** ***Adoption of Level of Service Standards.*** Level of Service (LOS) standards shall be adopted in order to ensure that there is sufficient school capacity to support student growth for each year of the five-year planning period and for the long-term planning horizon.

**POLICY 1.1.1:** ***School Enrollment Level of Service.*** The LOS is defined as school enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The LOS standard is the maximum level of school utilization that will be permitted in the Lake County School District. The LOS for all schools shall be set at 100% of FISH permanent capacity. In instances where the CORE (dining) capacity is greater than the FISH permanent capacity, the school capacity shall then be increased to that of the CORE (dining) capacity and the level of service maintained at 100% of the school capacity. In no instance shall the school capacity increase more than 125% due to additional CORE (dining) capacity.

Elementary: 100% of permanent FISH capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

**POLICY 1.1.2:** ***Schools Operating in Excess of LOS and Issuance of Development Orders.*** Individual schools are discouraged from operating in excess of the established LOS. Moreover, the issuance of development orders and building permits shall be strictly conditioned upon the availability of school capacity and the maintenance of the adopted LOS.

**POLICY 1.1.3:** ***Sufficiency of Five-year CIP.*** The LOS standards will be used to determine whether sufficient school capacity exists to accommodate future development projects and evaluate the sufficiency of the *Five-Year Schedule of Capital Improvements*. The *Five-year Schedule of Capital Improvements* shall be reviewed, updated, and adopted annually thus ensuring those projects necessary to address existing deficiencies, and to meet future needs based upon our adopted level of service standards, are adequately planned for. Furthermore, coordination with the Lake County School Board's *Five Year District Facilities Work Plan*, the plans of other local governments, and as necessary, updates to the Concurrency Service Area map is required to ensure that the adopted Level of Service

Standards for Concurrency Service Areas will be achieved and maintained.

**POLICY 1.1.4:** ***Future Amendments to Concurrency Service Area.*** In coordination with Section 5.3 of the Interlocal Agreement between Lake County, Lake County School Board and Municipalities for School Facilities Planning and Siting, future amendments to the Concurrency Service Areas (CSA's) may be accomplished by the School Board only after review and comment by the County and other municipalities within Lake County as provided in Section 5.1.1 of the Interlocal Agreement. Amendments to the CSA's shall be established to maximize available school capacity, taking into account transportation costs, desegregation plans, diversity policies, and the extent to which development approvals have been issued by a local government based on the availability of school capacity in a CSA contiguous to the CSA in which the development approval was issued. Amendments to the CSA's and attendance zones shall be designed to make efficient use of new and existing public school facilities in accordance with the Level of Service Standards set forth in the Interlocal Agreement.

**OBJECTIVE 1.2:** ***Comprehensive Plan Amendments and Other Land Use Decisions.*** Ensure that comprehensive plan amendments and other land use decisions are simultaneously evaluated with school capacity availability within the Town.

**POLICY 1.2.1:** ***Consideration of Adequate School Capacity.*** School Board findings and comments on the availability of adequate school capacity shall be considered when evaluating the decision to approve comprehensive plan amendments and other land use decisions.

**POLICY 1.2.2:** ***Student Generation Impacts and School Capacity.*** The School Board shall review potential new development student generation impacts and available school capacity. Where capacity will not be available to serve students from the property seeking development approval and proportionate share mitigation is not an option, the School Board shall not issue a favorable concurrency determination. The Town may use lack of school capacity demonstrated by an unfavorable concurrency determination as a reason for denial.

**OBJECTIVE 1.3:** ***Educational Facilities Planning and Construction Coordination.*** Ensure that the planning and construction of educational facilities are coordinated so that the timing is proper, the selected location is compatible with the surrounding area, the construction is

concurrent with necessary services and infrastructure and the proposal is consistent with the comprehensive plan.

**POLICY 1.3.1:** ***Consistency with Land Use Designations and Comprehensive Plan.*** The Town shall coordinate with the School Board so that proposed public school facility sites are consistent with the applicable land use designations and policies of the *Comprehensive Plan*. Pursuant to Section 235.193, F.S., the Town will consider each site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. In addition, road capacity and traffic concerns will also be evaluated. The Town will also continue to pursue the development of mutually acceptable guidelines for the selection of future school sites including, but not limited to:

- Acquisition of school sites which allow for future expansions to accommodate future enrollment and other facility needs deemed beneficial for joint-uses, as identified by the Lake County School Board and the Town.
- Coordination of the location, phasing, and development of future school sites to ensure that site development occurs in conjunction with the provision of required infrastructure to serve the school facility.
- Preferences for urban and urbanizing areas; and
- Provide for allowances for rural sites as deemed necessary and appropriate under certain circumstances.

**POLICY 1.3.2:** ***Co-location of Schools with Other Public Facilities.*** The Town shall coordinate with the School District to evaluate and locate potential sites where the co-location of schools with other public facilities, such as parks, libraries, and community centers can be selected.

**OBJECTIVE 1.4:** ***Community Design and Compatible Surrounding Land Use.*** Enhance community design through effective school facility design and siting standards. Encourage the siting of school facilities so that they are compatible with the surrounding land use.

**POLICY 1.4.1:** ***Comprehensive Plan and School Facility Programs Consistency.*** The Town shall closely coordinate with the School Board in order to provide consistency between the Town's *Comprehensive Plan* and public school facilities programs, such as:

- Greater efficiency for the School Board and the Town by locating schools to take advantage of existing and planned roads, water, sewer, parks, and drainage systems.
- Improved student access and safety by coordinating the construction of new and expanded schools and sidewalk construction programs.
- The location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities.
- The expansion and rehabilitation of existing schools to support neighborhoods.

**POLICY 1.4.2:** ***Emergency Preparedness Coordination.*** Local governments and the school district shall coordinate emergency preparedness issues including, but not limited to, the use of school facilities as public shelters during emergencies.

**POLICY 1.4.3:** ***Bicycle and Pedestrian Access.*** Public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Bicycle access and trails to public schools should be incorporated in trail projects and programs that are currently scheduled by the Town and County. Parking and sidewalks at public schools will be provided consistent with the *Comprehensive Plan*.

**POLICY 1.4.4:** ***Design and Location of Proposed Facilities.*** Schools shall be designed consistent with the *Comprehensive Plan*. Land uses in which schools will be an allowable use will be directed by the Town's *Comprehensive Plan* and any subsequent zoning and land development codes must be consistent with the *Comprehensive Plan*. Existing and proposed facilities shall be located proximate to proposed residential areas.

**GOAL 2:** It is the goal of the Town to establish a process for the implementation of school concurrency by providing for capacity determination standards, availability standards, applicability standards, and proportionate share mitigation.

**OBJECTIVE 2.1:** ***Capacity Determination Standards.*** Establish capacity determination standards.

**POLICY 2.1.1:** ***School Capacity and Proposed Development.*** The School Board shall determine whether adequate school capacity exists for a proposed development based on LOS standards.

**POLICY 2.1.2:** ***Concurrency Review and Proposed Development.*** The School District shall conduct a concurrency review that includes findings and recommendations of whether there is adequate school capacity to accommodate the proposed development for each type of school within the Town consistent with the LOS standard. The School District shall issue a concurrency determination based on the findings and recommendations.

**OBJECTIVE 2.2:** ***Availability Standards.*** Establish availability standards.

**POLICY 2.2.1:** ***Denying Subdivision Plat or Site Plan.*** The Town shall not deny a subdivision plat or site plan for the failure to achieve and maintain the adopted level of service for public school capacity where:

- Adequate school facilities will be in place or under construction within three (3) years after the issuance of the subdivision plat or site plan according to the School Boards *5-year Capital Improvement Plan* at the time of approval.
- Adequate school facilities are available, and the capacity impacts of development can be satisfied by utilizing available capacity in an adjacent Concurrency Service Area or;
- The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan.

**POLICY 2.2.2:** ***Issuance of School Concurrency Determination.*** If the School District determines that adequate capacity will not be in place or under construction within three (3) years after the issuance of final subdivision or site plan approval according to the Lake County School Boards *5 year Capital Improvement Plan* at the time of approval and mitigation is not an acceptable alternative, the School District shall issue a School Concurrency Determination stating that capacity is not available. If the School District determines that adequate capacity does not exist, but mitigation, through proportionate share mitigation is an option, the development will remain active pending the conclusion of mitigation negotiations.

**OBJECTIVE 2.3:** ***Proportionate Share Mitigation Alternatives.*** Establish proportionate share mitigation alternatives which are financially feasible and will achieve and maintain the adopted level of service standard consistent with the adopted School Board's financially feasible *Capital Improvement Plan*.

**POLICY 2.3.1:** ***Mitigation as Alternative to Offset Impacts.*** In the event that mitigation is an acceptable alternative to offset the impacts of a proposed development, where the adopted LOS standards would otherwise be exceeded, the following options listed below, for which the School District assumes operational responsibility through incorporation in the adopted School Board's financially feasible *Capital Improvements Program* and which will maintain the adopted LOS standards, shall include but not be limited to:

- The donation, construction, or funding of school facilities created by the proposed development.
- The creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits.

**POLICY 2.3.2:** ***Proposed Mitigation and Permanent Capacity Improvement.*** Proposed mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible *5-Year Capital Improvement Program*. Consideration may be given by the School Board to place an additional improvement required for mitigation on its *Capital Improvement Program*. The proposed mitigation must satisfy the demand created by the proposed development consistent with the adopted LOS standards or identified as an amendment to the adopted *Capital Improvement Program*. Portable classrooms will not be accepted as mitigation.

**POLICY 2.3.3:** ***Proposed Mitigation and Development Agreement.*** Mitigation shall be directed to projects on the School Board's financially feasible *Capital Improvement Program* that the School Board agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding development agreement between the School Board, the relevant local government, and the applicant executed prior to the issuance of the subdivision plat, site plan, or functional equivalent. If the school agrees to the mitigation, the School Board must commit in the agreement to placing the improvement required for mitigation on its *Capital Improvement Program*. This development agreement shall include landowner's commitment to continuing renewal of the development agreement upon its expiration.

**POLICY 2.3.4:** ***Proportionate-share Mitigation Obligation.*** The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve

the new development by the average cost per student station. The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value. The process to determine proportionate share mitigation obligation shall be as follows:

**Step 1:** Determine the number of students to be generated by the development

Number of Dwelling Units in the proposed development (by unit type)

**MULTIPLIED BY**

Student Generation Rate (by type of DU and by School Type)

**EQUALS**

Number Students Stations needed to serve the proposed development

**Step 2:** Comparing the available capacity to the number of student stations calculated in Step 1 to assess the need for mitigation

Available Capacity

**MINUS**

The Number of new Students Stations needed to accommodate the proposed development

**EQUALS**

The shortfall (negative number) or surplus (positive number) of capacity to serve the development

**Step 3:** Evaluating the available capacity in contiguous service areas

If Step 2 results in a negative number, repeat that step for one or more contiguous service areas. If this step results in a negative number, then proceed to step 4 to calculate the proportionate share mitigation.

**Step 4:** Calculating proportionate share mitigation

Needed additional Student Stations from Step 3

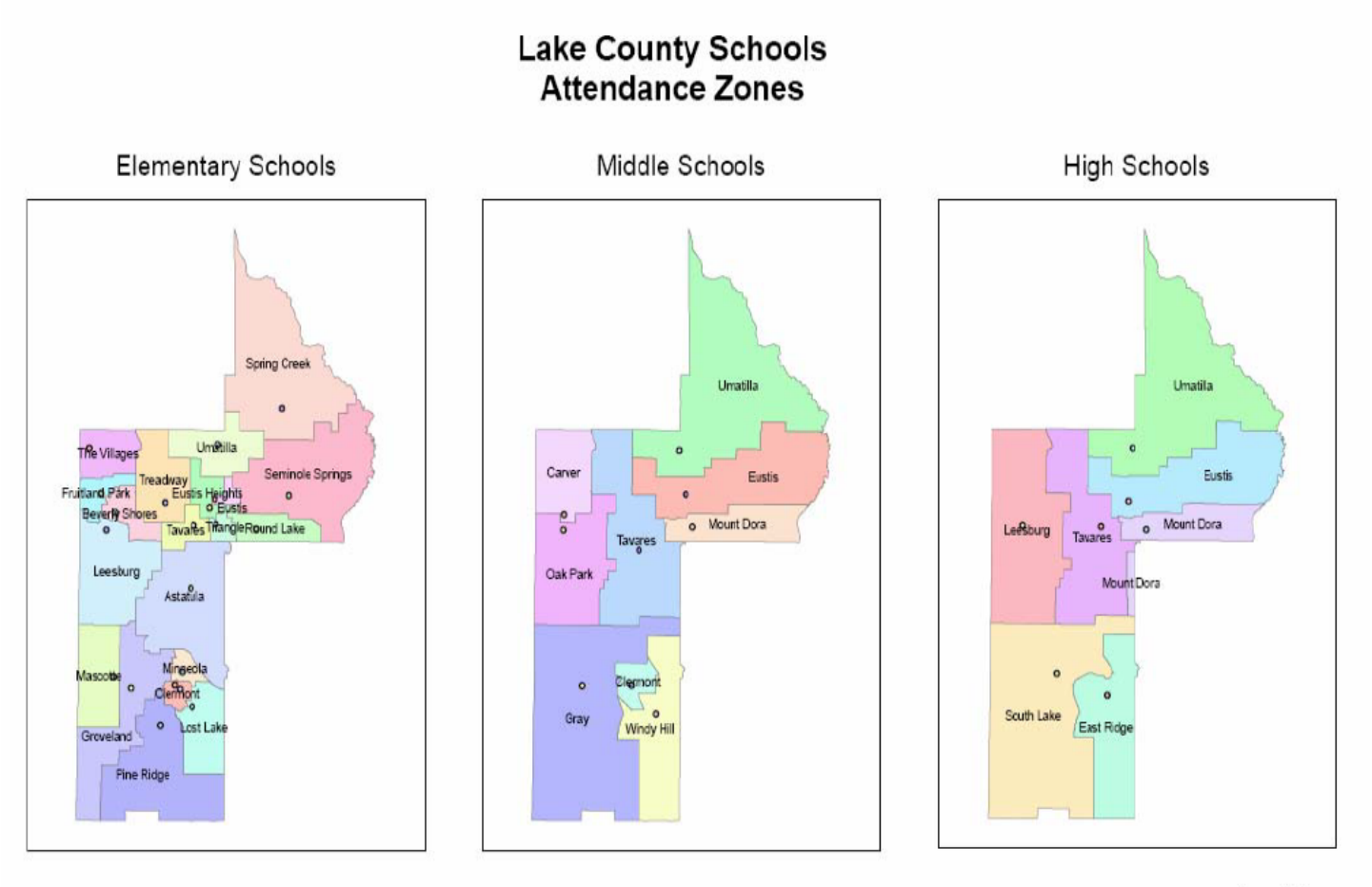
**MULTIPLIED BY**

Average cost per Student Station

**EQUALS**
Proportionate-Share Mitigation Obligation

**OBJECTIVE 2.4:** ***Student Generation Rates.*** The student generation rates used to determine the impact of a particular development application on public schools shall be consistent with Lake County School Board and Florida Department of Education Standards. The student generation rates shall be reviewed and updated every two (2) years in accordance with professionally accepted methodologies.

# APPENDIX A: Map of School Attendance Zone


Lake County Schools
Attendance Zones
Elementary Schools
Middle Schools
High Schools
Spring Creek
The Villages
Umatilla
Seminole Springs
Treadway
Fruitland Park
Eustis Heights
Eustis
Beverly Shores
Tavares
Triangle
Round Lake
Leesburg
Astatula
Mascotte
Minneola
Clermont
Lost Lake
Groveland
Pine Ridge
Umatilla
Carver
Eustis
Mount Dora
Tavares
Oak Park
Clermont
Gray
Windy Hill
Umatilla
Eustis
Leesburg
Tavares
Mount Dora
Mount Dora
South Lake
East Ridge

| Chapter 12- Property Rights Element | | |
|---|---|---|
| **Page** | **Section** | **Summary of Changes** |
| | | no changes recommended |

# PROPERTY RIGHTS ELEMENT

TOWN OF HOWEY-IN-THE-HILLS

LAKE COUNTY, FLORIDA

ADOPTED ON

**PROPERTY RIGHTS ELEMENT**
**TABLE OF CONTENTS**

A. INTRODUCTION .....1
B. PROPERTY RIGHTS GOALS, OBJECTIVES AND POLICIES.....1

# CHAPTER 12
# PROPERTY RIGHTS ELEMENT

## A. INTRODUCTION

The purpose of the *Property Rights Element* is to ensure that specific property rights as enumerated by the Florida legislature are considered in the decision-making process for preparing and implementing the Town's comprehensive plan. These property rights are specified in Florida Statutes 163.3177(6)(i) adopted in 2021. These property rights are required to be addressed in a separate element.

The Town intends that its planning process be open and transparent with regard to any decision making that applies to amendments to the comprehensive plan and the land development code. Chapter 10 of the comprehensive plan provides a detailed program for public participation including a set of goals, objectives and policies. The public participation process is also guided by a set of standards adopted in the Town's land development regulations that require a level of public notice that in many cases exceeds the requirements of State law.

## B. PROPERTY RIGHTS GOALS, OBJECTIVES AND POLICIES

As required by Ch. 163.3177 F.S., the following procedures are adopted to guide and assist the Town Council, Town Staff and the public in addressing property rights in the planning and development regulatory process..

**GOAL 12** The Town of Howey-in-the-Hills will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

**OBJECTIVE 12.1:** ***Property Rights*****.** The Town of Howey-in-the-Hills will respect judicially acknowledged and constitutionally protected private property rights.

> **POLICY 12.1.1:** ***Right to Possess and control Property.*** The Town of Howey-in-the-Hills will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
>
> **POLICY 12.1.2** ***Right to Use and Improve Property.*** The Town of Howey-in-the-Hills will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

**POLICY 12.1.3** ***Right to Privacy*****.** The Town of Howey-in-the-Hills will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

**POLICY 12.1.4** ***Right to Dispose of Property*****.** The Town of Howey-in-the-Hills will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

**RESOLUTION 2025-008**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, ADOPTING A POLICY FOR THE USE OF THE TOWN'S ELECTRONIC SIGN LOCATED AT TOWN HALL; PROVIDING FOR ADMINISTRATION AND ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Howey-in-the-Hills owns and operates an electronic sign located at 101 N. Palm Avenue, intended as a platform to inform residents about official Town business and civic events; and

**WHEREAS**, a significant portion of the funding for the electronic sign was generously provided by the Friends of the Library, a 501(c)(3) nonprofit organization, with the express intent that the sign be utilized to solely promote the civic work of the Town; and

**WHEREAS,** the Town Council recognizes the need for a formal policy to ensure that the use of the electronic sign remains consistent with its intended purpose, maintains content integrity, and is administered in an equitable and efficient manner; and

**WHEREAS,** Town staff has utilized internal best practices since the sign's installation, and the Town Manager has recommended codifying these practices through formal Council adoption; and

**WHEREAS,** the Town Council finds that it is in the public interest to adopt a policy that establishes clear guidelines for acceptable content, scheduling, and responsibilities regarding the use of the Town's electronic sign;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA.**

**Section 1.** The Town Council hereby adopts the Electronic Sign Usage Policy, attached hereto as Exhibit A and incorporated by reference herein, as the official policy governing the use of the Town's electronic sign located at Town Hall.

**Section 2.** The Town Manager, or designee, is authorized to implement and administer the policy, including the scheduling of content and the management of compliance with its provisions.

**Section 3.** This Resolution shall be effective upon passage.

***Signatures on the following page.***

**PASSED AND RESOLVED** this 27th day of May, 2025, by the Town Council of the Town of Howey-in-the-Hills, Florida.

**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**
By: its Town Council

By: _____
Graham Wells, CMC, Mayor

Attest:

_____
John Brock, Town Clerk

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

_____
Tom Wilkes, Town Attorney

# Exhibit A
## Town of Howey-in-the-Hills
## Electronic Sign Usage Policy

**Purpose**

The purpose of this policy is to establish consistent, equitable, and purposeful guidelines for the use of the Town's electronic sign, located at Town Hall, as a public communication tool that promotes official Town business and civic engagement.

**Scope**

This policy applies to all requests for content placement on the Town's electronic sign.

**Policy Guidelines**

1. **Authorized Content**
    - The following are typical categories of information that may be displayed:
        - Official Town meetings (e.g. Council, Boards, Public Hearings, Workshops)
        - Official Town events (e.g., Halloween, Easter, Christmas)
        - Town employment opportunities and board vacancies
        - Library programming (official programs, sponsored/co-sponsored by the library and free and open to the public)
        - Friends of the Library fundraisers/events (as co-funders of the sign.)
    - Public safety alerts and emergency information may also be posted as needed, as well as locally relevant information from other governmental entities.

2. **Ineligible Content**
    - Non-governmental events, commercial advertising, or promotions from private or nonprofit entities or individuals not co-sponsored by the Town.

3. **Content Management**
    - The Town Manager or designee (including Library or Town Hall staff as applicable) shall be responsible for managing content submissions and scheduling, ensuring compliance with this policy and with aesthetic and technical best practices.
    - As much as possible, content will follow digital signage best practices, including:
        - Maximum of eight slides in rotation
        - No more than three lines of text per slide
        - Appropriate lead time:
            - 14+ days for holiday events
            - 7 max. days for recurring monthly events
            - 2 max. days for weekly programming

4. **Deliberation/Appeal**
    - In any particular cases not herein addressed or where there is any ambiguity in interpretation, the Town Manager or designee shall make the final determination.

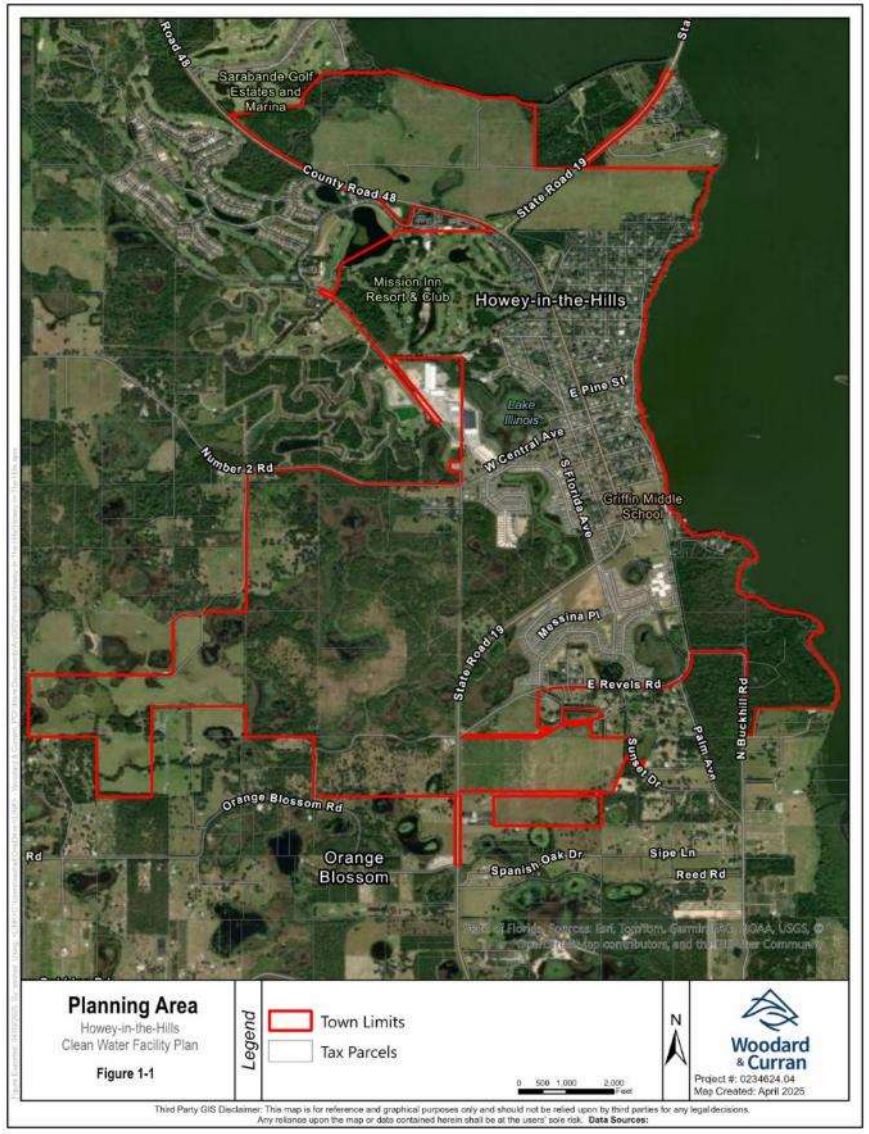


# Town of Howey-in-the-Hills Wastewater Facility Plan

Kevin Becotte, PE
Senior Project Manager
June 9, 2025

Woodard & Curran

# Collection & Treatment



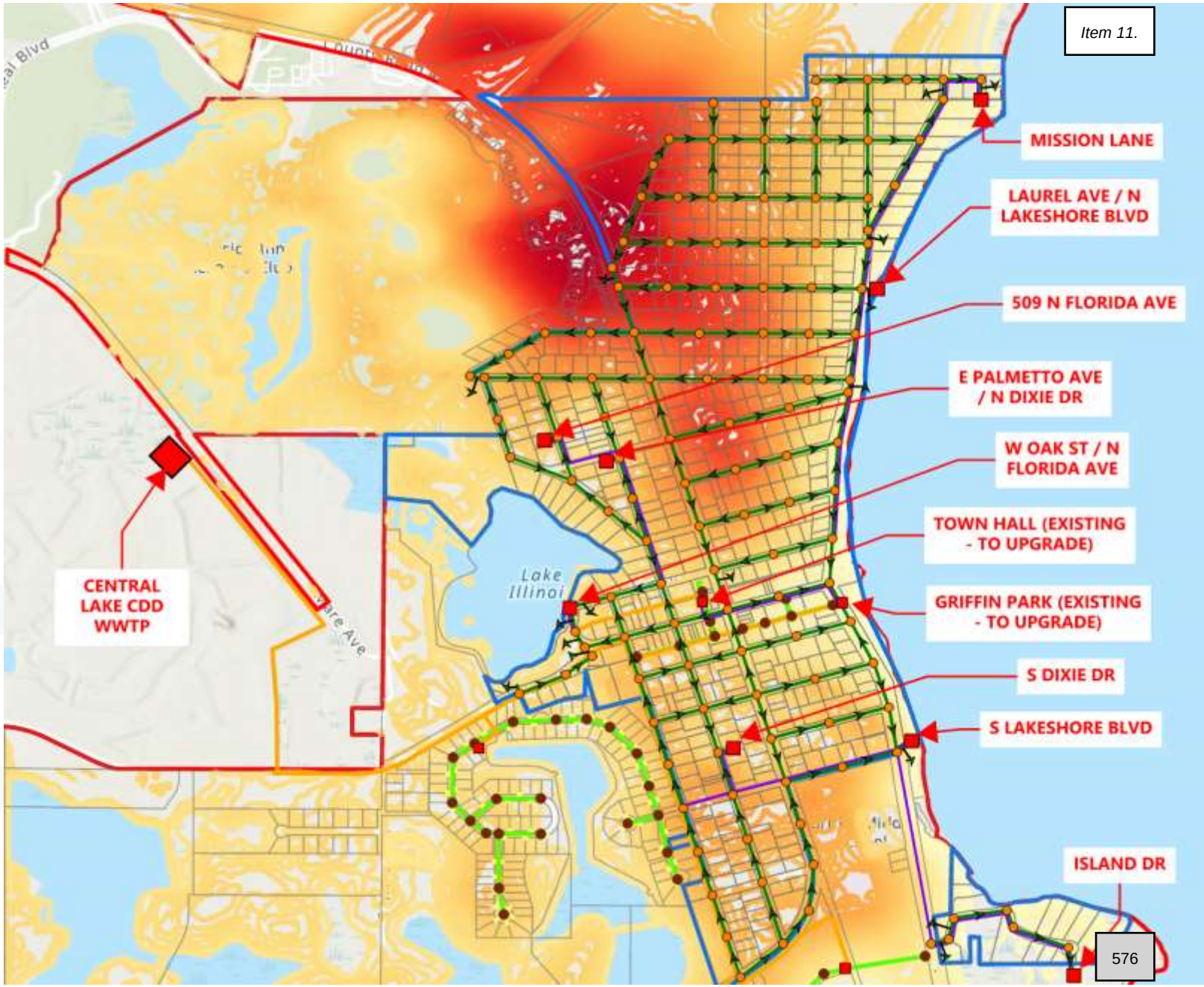

- Septic to Sewer
  - "Old Howey"
- Treatment Alternatives



Woodard & Curran

# Septic to Sewer

- 597 Parcels
  - Includes 96 vacant
- 8 Lift Stations
  - Plus - Upgrade 2 LS
- Pipelines
  - 56,800 Feet of Gravity
  - 12,400 Feet of Forcemains
- 189 Manholes
- Cost = $32.4M



# Treatment Alternatives

1. "Do Nothing" – No Septic to Sewer project
2. Septic to Sewer - Wastewater Treatment at CDD WWTF
3. Septic to Sewer - Wastewater Treatment at Regional Facility
   - Send Wastewater to Groveland via a Master Pump Station and Forcemain
4. Septic to Sewer - Wastewater Treatment at Town WWTF
   - Town purchases CDD WWTF
   - Town becomes Partner w/CDD

Woodard & Curran

# 1. “Do Nothing”

- No cost
- Environmental Impact to Lake

# 2. Septic to Sewer - Wastewater Treatment at CDD WWTF



- 400,000 gpd
  - 1,600 ERUs
  - (Equivalent Residential Unit)
- CIAC Fee $4,574.25/ERU



Woodard & Curran

# 3. Septic to Sewer - Wastewater Treatment at Regional Facility




- Wastewater to Groveland
  - Master Pump Station
  - Forcemain (4.2 miles)
  - Impact Fee $3,735/unit
    - (Per 2019 Ordinance)



Woodard & Curran

# 4. Septic to Sewer - Wastewater Treatment at Town WWTF



A. Town Acquires CDD WWTF

B. Town becomes Partner w/CDD



Woodard & Curran

# ALTERNATIVE COSTS

*1. "Do Nothing" = $0.00*

## 2. CDD WWTF



$35,126,000

## 3. Groveland




$43,728,000

## 4. Town Acquisition



$39,808,000

(+$8.7M from 1,905 ERUs)

Woodard & Curran

# Thank You

Woodard & Curran



# Purchase Frozen Grove WWTF

| | At Cost | 20% |
|---|---|---|
| Plant & Infrastructure Improvements | $15.9M | $15.9M |
| Land (~25 acres @ $50K/ac) | $ 1.3M | $ 1.3M |
| Inflation | $ 0.0M | $ 3.4M |
| Total (Range) | $17.1M | $20.6M |

- Note: CIAC fees paid by existing customers (Town or County) should be identified and deducted from final negotiated price.

Woodard & Curran

**Date:** 6/5/2025

**To:** Mayor and Town Council

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

**Re:** Consideration and Approval: **Talichet Lift Station Transfer**

**Objective:**

To secure the transfer of ownership of the Talichet Lift Station from the Talichet Homeowners Association (HOA) to the Town of Howey-in-the-Hills and upgrade the lift station to meet the Town's Standards.

**Summary:**

The Talichet HOA has requested to transfer ownership of the lift station to the Town of Howey-in-the-Hills. The Talichet lift station would need to be upgraded to meet the Town's Standards. The Town of Howey-in-the-Hills would contract the Town's utility contractor Utility Repair Experts (U.R.E.) with a cost of $83,193.30. The Talichet HOA would work with the Town to repay the total construction cost and would reduce the Fiscal Impact for the Talichet Lift Station Upgrade Project from $83,193.30 to zero dollars ($0). The project cost will be covered and budgeted out of the FY25 Budget Wastewater fund (402), Sewer, Wastewater Services account (535), R&M – Equipment object code (460); this is to be budgeted through a Budget Adjustment at a subsequent Town Council meeting.

**Recommended Motions:**
*The Town Council has the following options:*

Motion to approve Talichet Lift Station transfer from the Talichet at Venezia North Homeowners' Association, Inc. and approve the agreement with Utility Repair Experts to bring the lift station up to Town standards.

**Fiscal Impact:**

Project: Talichet Lift Station Upgrade Project
Total Cost: $83,193.30

**Staff Recommendation:**

Approve the Town's staff to add the Talichet Lift Station to the Town's assets, to work with the Town's utility contractor, Utility Repair Experts (U.R.E.) to upgrade the Talichet Lift Station to meet the Town's standards, and to amend the budget to account for the expenditure and revenue at a subsequent meeting.

# TRANSFER AGREEMENT

This Transfer Agreement (this "Agreement") is made and entered into this _____ day of_____, 2025 (the "Effective Date"), by and between TALICHET AT VENEZIA NORTH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), and the Town of HOWEY-IN-THE-HILLS, a Florida municipal corporation (the "Town"); together Association and Town are collectively referred to herein as "Parties."

## RECITALS

A. The Association currently owns and operates a certain sewer pump station located on a portion of the land described as Tract K, according to the Plat of Talichet at Venezia North, as recorded in Plat Book 73, Page 79, of the Public Records of Lake County, Florida (the "Property"), which provides wastewater management services to the Talichet of Venezia North community.

B. The Town is a municipal corporation in the State of Florida responsible for providing wastewater management services within its jurisdiction.

C. The Association and the Town have determined that it is in the best interests of their respective members and residents for the Town to assume ownership of the Property and operational responsibility for the Lift Station.

D. The Parties desire to enter into this Agreement to provide for the transfer of ownership and control of the Property, including the Lift Station thereon and all pipes, appurtenances, and other elements necessary for or a part of the proper functioning of the Lift Station within the boundaries of the Property (the "Lift Station Improvements"), whether above or below the surface, of Tract K from the Association to the Town, and to set forth the terms and conditions of such transfer.

E. The Parties acknowledge and agree that the Town will obtain a loan in the amount of Eighty-three Thousand One Hundred Ninety-three and 30/100 Dollars ($83,193.30) to pay for upgrades to the Lift Station (the "Loan") and that the Association will reimburse the Town for the installment payments.

F. The Parties acknowledge and agree that this Agreement is subject to the approval of the Members of the Association in accordance with the Association's governing documents and Florida law. If the Members fail to approve this Agreement, the Agreement shall be null and void.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Incorporation of Recitals:

The foregoing Recitals are true and correct and incorporated herein.

2) Transfer of Ownership and Control:
   a) The transfer of ownership shall be subject to all existing easements, covenants, restrictions, and other matters of record affecting the Property.
   b) The Association and Town shall execute, concurrently with the deed transferring ownership of the Property to the Town, an easement agreement in favor of the Association, a copy of which is attached hereto as **Exhibit "A,"** retaining the right but not the obligation to enter upon the Property for lawn and landscaping maintenance purposes should sod or other *flora* exist on the Property. This provision shall survive the closing of the transaction.

3) Assumption of Obligations:
   a) Effective as of the Closing Date, the Town shall assume all responsibility for the operation, maintenance, repair, and replacement of the Property and the Lift Station Improvements, in accordance with applicable laws, regulations, and industry standards.
   b) The Town shall be responsible for obtaining and maintaining all necessary permits and licenses for the operation of the Lift Station Improvements.
   c) **THE TOWN REPRESENTS AND WARRANTS THAT (i) THE TOWN IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT THE TOWN HAS INSPECTED OR WILL INSPECT THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION, (ii) THE TOWN IS FULLY RELYING ON THE TOWN'S (OR THE TOWN'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY THE ASSOCIATION OR ANY OF ITS REPRESENTATIVES EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, (iii) THE TOWN HAS THOROUGHLY INSPECTED AND EXAMINED OR WILL (OR THE TOWN'S REPRESENTATIVES HAVE OR WILL) THOROUGHLY INSPECT AND EXAMINE THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE TOWN IN ORDER TO ENABLE THE TOWN TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND (iv) THE TOWN SHALL, SUBJECT TO THIS AGREEMENT, PURCHASE THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, LATENT OR OTHERWISE AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THE QUIT CLAIM DEED TO BE DELIVERED AT CLOSING AND THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO THE TOWN, THE ASSOCIATION AND THE ASSOCIATION'S PARTNERS, OFFICERS OF THE ASSOCIATION'S PARTNERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (HEREINAFTER REFERRED TO AS THE**

**"THE ASSOCIATION'S RELATED PARTIES") HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND THE TOWN ACCEPTS THAT THE ASSOCIATION AND THE ASSOCIATION'S RELATED PARTIES HAVE DISCLAIMED ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS HEREINABOVE PROVIDED AND AS EXPRESSLY SET FORTH HEREIN), OF OR RELATING TO (a) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (b) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (c) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (d) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE PROPERTY. THE TOWN ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH THE TOWN DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THIS DATE SHALL NOT BE AT THE ASSOCIATION'S EXPENSE EXCEPT FOR ANY DAMAGES FROM VIOLATIONS OF THE ASSOCIATION'S REPRESENTATIONS AND WARRANTIES HEREIN. THE TOWN EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT THE TOWN MIGHT OTHERWISE HAVE AGAINST THE ASSOCIATION RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CLAIMS FOR VIOLATIONS OF THE ASSOCIATION'S REPRESENTATIONS AND WARRANTIES. THE TOWN FURTHER ACKNOWLEDGES THAT (i) THE TOWN IS NOT IN A DISPARATE BARGAINING POSITION AND (ii) THIS PROVISION IS A MATERIAL INDUCEMENT TO THE ASSOCIATION TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSFER OF THE PROPERTY. THE PROVISIONS HEREOF SHALL SURVIVE THE CLOSING.**

4) Transfer of Records:
   a) The Association shall deliver to the Town, within _____ days of the Effective Date, all records, documents, and information in its possession or control and not readily available to the Town relating to the Lift Station Improvements, including, but not limited to:
      i) As-built plans and specifications;

ii) Maintenance records;
iii) Permits and licenses;
iv) Operational manuals; and
v) Updated survey of Tract K.

5) Payment by Association:
   a) In consideration for the Town's acceptance of ownership and operational responsibility for the Lift Station Improvements, the Association shall pay to the Town the sum of Eighty-three Thousand One Hundred Ninety-three and 30/100 Dollars ($83,193.30) ("Transfer Price") plus any applicable interest at a rate not to exceed 5% per annum, payable as follows:

      i) The Loan shall be paid in full within 12 months of the first payment from Association to the Town.
      ii) The Association shall reimburse the Town for each installment payment of the Loan to pay the Transfer Price plus applicable interest. The Association shall not be liable for late fees or other charges incurred due to the Town's untimely payment of the installments.
      iii) The terms of reimbursement of the installment payments shall be Net 60, requiring payment by the Association to the Town within 60 days of delivery of an invoice to the Association.

6) Indemnification:
   a) The Association shall indemnify, defend, and hold harmless the Town from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Association ownership or operation of the Property and the Lift Station Improvements prior to the Transfer Date. This Section does not pertain to any incident arising from the sole negligence of the Town.
   b) The Town, to the extent authorized by Florida law and without waiving, extending, or expanding the limited waiver of sovereign immunity in Section 768.28, Florida Statutes, shall indemnify, defend, and hold harmless the Association, its directors, officers, members, employees, management, agent, and their respective successors and assigns from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Town's ownership of the Property and operation of the Lift Station Improvements on or after the Closing Date. This Section does not pertain to any incident arising from the sole negligence of the Association.

7) Representations and Warranties:
   a) The Association represents and warrants to the Town that:
      i) The Association has the legal right and authority to enter into this Agreement and to transfer ownership of the Property and the Lift Station Improvements to the Town, subject to the approval of the Association's Members.
      ii) The Association shall maintain the Lift Station Improvements in their current condition, subject to normal wear and tear, until the Closing Date.
      iii) The Association has disclosed to the Town all known material information relating to the condition and operation of the Lift Station Improvements.
   b) The Town represents and warrants to the Association that:

i) The Town has the legal right and authority to enter into this Agreement and to accept ownership of the Property and the Lift Station Improvements.
ii) The Town has the financial and operational capacity to assume responsibility for the operation, maintenance, repair, and replacement of the Property and the Lift Station Improvements.

8) Condition Precedent to Closing:

This Agreement is subject to approval of the Association's members in accordance with the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Talichet at Venezia North, recorded at Official Records Book 5573, Page 2210, Lake County, Florida ("Membership Approval"). In the event that the Association is unable to obtain the requisite approval within 120 days from the Effective Date, the Association shall provide notice to the Town in which event this Agreement shall be terminated and the Parties relieved of all obligations hereunder. In the event that the Association obtains Membership Approval, the Association shall provide notice of same to the Town and closing shall proceed pursuant to Paragraph 9, unless the Town notifies the Association at least five (5) days prior to the Closing Date that the Town is canceling the Agreement.

9) Closing:

Closing of this Agreement shall occur within 15 days of the Association's delivery of notice of Membership Approval to the Town (the "Closing Date"). At closing, the Association shall deliver the following documents to the Town:

a) A quit claim deed conveying title to the Property to the Town.
b) A bill of sale conveying title to the Lift Station Improvements to the Town.

10) Default:

If either Party defaults in the performance of its obligations under this Agreement, the non-defaulting Party shall be entitled to pursue all available remedies at law or in equity, including, without limitation, specific performance and injunctive relief.

11) Reserved.

12) Notices:

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by electronic mail, certified mail (return receipt requested), or sent by a nationally recognized overnight courier service, addressed to the Parties at their respective addresses set forth below or such address a Party may provide to the other Party in writing for such purpose:

i) If to the Association:

Talichet at Venezia North Homeowners' Association, Inc.
c/o Community Management Professionals
Attn: Hurley Francois, Manager
4901 Vineland Rd, Suite 455
Orlando, Florida 32811
Email address: hfrancois@community-mgmt.com

Attention: Hurley Francois, Manager

With a copy to:

S. David Cooper, Esq.
Becker
390 N. Orange Ave., Suite 2400
Orlando, FL 32801

ii) If to the Town:

Town of Howey-in-the-Hills
Sean O'Keefe
Town Manager
101 N. Palm Avenue
Howey-in-the-Hills, Florida 34737
Email address: sokeefe@howey.org

With a copy to:

Thomas J. Wilkes
GrayRobinson, P.A.
301 E. Pine Street Suite 1400
Orlando, Florida 32801
Email address: Tom.wilkes@gray-robinson.com

13) Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether oral or written.

14) Amendment:

This Agreement may be amended only by a written instrument signed by both Parties. Such amendment shall take effect only if approved by the Town Council for the Town.

15) Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in the appropriate State Court in Lake County, Florida. The Parties waive any objection to said venue or jurisdiction, and any trial shall be a bench trial and not a jury trial.

16) Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17) Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

*[Signature page follows]*

TALICHET AT VENEZIA NORTH
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation

By: _____
Name: _____
Title: _____

TOWN OF HOWEY-IN-THE-HILLS,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

Attested: _____
Name: _____
Town Clerk

Agreed as to Form by Town Attorney: _____

EXHIBIT "A"

This instrument prepared without
review of title or opinion of title by:
S. David Cooper, Esquire
Becker & Poliakoff, P.A.
390 N. Orange Ave., Suite 2400
Orlando, FL 32801

PARCEL TAX ID No.: 26-20-25-0010-00K-00000

**GRANT OF EASEMENT**

Know all men by these presents that the **TOWN OF HOWEY-IN-THE-HILLS**, a Florida municipal corporation with a mailing address of _____, ("Town") and the owner of that certain land in Lake County, Florida, described on **Exhibit "1"** attached hereto and made a part hereof (the "**Easement Area"**) as **Grantor**, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to **TALICHET AT VENEZIA NORTH HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation, **as Grantee**, ("Association") for the use and benefit of the Association, and its officers, agents, personnel, employees, successors, assigns, and authorized agents, a perpetual non-exclusive unencumbered easement for and in favor of the Association on, over, upon, under, and across the Easement Area, which shall run with the land and be binding upon the Town and successors in interest, and shall remain in full force and effect forever as a perpetual unencumbered right, privilege, and easement for the purpose of landscape and lawn maintenance and removal of *flora* and *fauna* as necessary, in the sole judgment of the Association, be to maintain the appearance of the Easement Area in accordance with the aesthetic values of the community. The Town shall at no cost to the Association provide the Association with access to any gates or barriers in or on the Easement Area, updated and replaced as necessary.

To the extent authorized by Florida law, the Association shall hold harmless, defend, and indemnify the Town from any and all claims, suits, and actions, including claims for reasonable attorneys' fees and all costs of litigation, and judgments of any names and description, arising out of or incidental to the Association's exercise of its rights in the Easement Area performed hereunder. This Section does not pertain to any incident arising from the sole negligence of the Town.

The Town covenants that it has the full right and title to execute and deliver this Grant of Easement to the Association and to convey the said easements on, over, upon, under and across the Easement Area and that the property is not encumbered by any lien or mortgage.

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be properly given if hand-delivered or mailed by certified or registered U.S.

Mail, or delivered by a generally accepted overnight courier service, such as Federal Express or United Parcel Service. Notices shall be addressed as follows, with a copy sent via email:

i) If to the Association:

Talichet at Venezia North Homeowners' Association, Inc.
c/o Community Management Professionals
Attn: Hurley Francois, Manager
4901 Vineland Rd, Suite 455
Orlando, Florida 32811
Email address: hfrancois@community-mgmt.com

With a copy to:

Becker & Poliakoff, P.A.
Attn: S. David Cooper, Esquire
390 N. Orange Avenue, Suite 2400
Orlando, Florida 32801
Phone: (407) 215.9663
sdcooper@beckerlawyers.com

ii) If to the Town:

Town of Howey-in-the-Hills
Sean O'Keefe
Town Manager
101 N. Palm Avenue
Howey-in-the-Hills, Florida 34737
Email address: sokeefe@howey.org

With a copy to:

Thomas J. Wilkes
GrayRobinson, P.A.
301 E. Pine Street Suite 1400
Orlando, Florida 32801
Email address: Tom.wilkes@gray-robinson.com

Either Party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed.

No modifications, alterations, or changes to this Easement shall be valid or binding upon the Parties, unless the modifications, alterations, and/or changes are documented in a writing signed by the Parties. Such modification, alteration, or change shall take effect only if approved by the Town Council for the Town.

If any provision of this Easement is deemed invalid and/or unlawful, said invalid and/or unlawful provision shall be severed from this Easement and the remaining provisions shall remain in full force and effect.

This Easement may be executed in one or more counterparts, any one of which need not be executed by more than one Party, but all such counterparts taken together will constitute one and the same instrument. The final executed Easement shall be recorded in the Public Records of Lake County, Florida, at the Association's sole expense.

This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue for any proceedings brought pursuant to his Easement shall be in a Florida state court of appropriate jurisdiction in Lake County, Florida. The Parties waive any objection to said venue or jurisdiction, and any trial shall be a bench trial and not a jury trial. Each Party shall have all rights available at law or in equity in the event of a breach or default under this Easement by the other Party, and the Parties expressly agree that remedies shall include injunctive relief, specific performance and recovery of costs, given that this Easement deals with important property issues.

In the event of any default under any of the terms of this Easement, the non-defaulting Party may institute legal proceedings or avail itself of any legal remedies available to such Party.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal this ___ day of _____, 2025.

***[Signatures to follow the following pages.]***

**Signed, sealed and delivered in the presence of**

Witness

GRANTOR:
THE TOWN OF HOWEY-IN-THE-HILLS, a municipal corporation

_____
Signature

_____
Print Name and Address

_____
Date

_____
Signature

_____
Print Name

_____
Date

Witness

_____
Signature

_____
Print Name and Address

_____
Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing Grant of Easement was acknowledged before me, in person, this ____ day of ____, 2025, by _____, as _____ of The Town of Howey-in-the-Hills, a Florida municipal corporation, who is _____ personally known to me or has produced a _____ driver's license as identification.

SEAL

_____
Notary Public

_____
Printed Name of Notary Public
My commission expires:

**Signed, sealed and delivered in the presence of**

Witness

GRANTEE:
TALICHET AT VENEZIA NORTH HOMEOWNERS' ASSOCIATION, INC.
A Florida not for profit corporation

_____
Signature

_____
Print Name and Address

_____
Date

_____
Signature

_____
Print Name

_____
Date

Witness

_____
Signature

_____
Print Name and Address

_____
Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing Grant of Easement was acknowledged before me, in person, this ____ day of ____, 2025, by _____ of Talichet at Venezia North Homeowners' Association, Inc. a Florida not for profit corporation, who is _____ personally known to me or has produced a _____ driver's license as identification.

_____
Notary Public

SEAL

_____
Printed Name of Notary Public
My commission expires:

## Exhibit "1"

Tract K of TALICHET AT VENEZIA NORTH, according to the Plat thereof, as recorded in Plat Book 73, at page 78, Public Records, Lake County, Florida.

# Quote

UTILITY REPAIR EXPERTS

115 Sourwood Lane, Ste D
Groveland, FL 34736
Phone – (352) 638-0416

Date: May 13, 2025
Quote# 1030
Expiration Date: June 13, 2025

**To** Talichet Lift station Rehab

| Qty. | Description | Unit Price | Line Total |
|---|---|---|---|
| | **Labor -Remove existing panel and install new Panel including control components and integrate into City's SCADA System**<br>**1- Duplex Pump Control Panel 230 Vac 3 phase 10 HP, 29A to include-Nema 3R 304 SS gasketed enclosure powder coated white with inner door, back panel and 3 point latch, Main breaker, 230 Vac 3 phase, Square D Emergency breaker, 230 Vac 3 phase, Generator receptacle with angle adapter, Surge arrestor 230 Vac, Incoming power phase monitor with fuses, (2) Circuit breaker sized for 10 HP 230 Vac 3, (2) FVNR motor starter (size 2), sized for 10 HP 230 Vac 3 phase pump motors (Square D), Current switch, Surge arrestor 120 Vac, 120 Vac control circuit breakers, (2) 3 Position selector switches Hand-Off-Auto, (2) Pilot lights, Non-PTT, Pump Run, (2) Pilot lights, Non-PTT Pump Seal Fail, (1) Pushbutton, Alarm Silence, (2) Run Time meters, (2) Seal Fail relays, (2) Pushbutton, Pump Reset, Float back up control (24 Vac), Alternator, (1) Pushbutton, Float Reset, (1) Pilot light, In Float Backup, PLC, Allen Bradley MicroLogix 1400, Analog input module (Allen Bradley), Operator interface, Cellular modem, Cellular antenna, Transformer (24VAC), GFI receptacle, DC power supply, Battery back-up, Vent drain, Alarm horn, Alarm light, Misc. panel components, nameplates, wire duct, terminals, etc., UL listing, Vega ultrasonic level transmitter, (4) Floats, Float hanger** | | **$67,178.10** |
| | **2- Install 160 LF of 6' black vinyl chain-link fence, (1) 14' wide double gate. (City to provide survey and provide boundary markers)** | | **$6,240.00** |
| | **3- Excavate 6-inches down remove grass and dirt within fenced area, install a mesh weed barrier, spread 29 cubic yards of stone 6-inches thick.** | | **$9,775.20** |
| | ******12-14-week lead time on the panel****** | | |
| | | **Total** | **$83,193.30** |

Quotation prepared by: *Steve Guba*

To accept this quotation, sign here and return: _____

*Thank you for your business!*

*Utility Repair Experts 115 Sourwood Lane, Ste D, Groveland, FL 34736*

*License # CUC1226232*

**Date:** 6/5/2025

**To:** Mayor and Town Council

**From:** John Brock, Town Clerk/Deputy Town Manager

**Re:** Consideration and Approval: **Rescheduling the July 14, 2025 Town Council Meeting**

**Objective:**

To reschedule the July 14, 2025, Town Council Meeting due to the physical absence of both Sean O'Keefe and John Brock.

**Summary:**

Due to the confirmed travel and professional development commitments of key staff members, the July 14, 2025, Regular Town Council Meeting must be rescheduled. Town Clerk/Deputy Town Manager John Brock will be attending the Florida Association of City Clerks summer conference and will be out of town from Sunday, July 13, through Wednesday, July 16, 2025. Concurrently, Town Manager Sean O'Keefe will also be unavailable during this period.

Given the essential roles these staff members play in the proper execution and documentation of Council proceedings (as well as the technical setup), it is recommended to reschedule the July 14, 2025, Regular Town Council Meeting to an alternative date. Staff recommends either Thursday, July 10, 2025, or Thursday, July 17, 2025, for consideration. These dates would maintain the regularity of monthly Council sessions while accommodating staff availability and ensuring compliance with public notice requirements.

**Recommended Motions:**

1. Motion to reschedule the July 14. 2025 Town Council meeting to (*insert date*).

**Fiscal Impact:**

None

**Staff Recommendation:**

Staff recommends either Thursday, July 10, 2025, or Thursday, July 17, 2025, for consideration. These dates would maintain the regularity of the twice a month Council sessions while accommodating staff availability and ensuring compliance with public notice requirements.

**Date:** June 9, 2025

**To:** Mayor and Town Council

**From:** Sean O'Keefe

**Re:** Consideration and Approval: **Willdan Impact Fee Study Proposals**

**Objective:**
To consider and approve a Professional Services Agreement with Willdan Financial Services, including individual supplemental agreements to conduct a series of impact fee and utility rate studies.

**Summary:**
The Town has tried to obtain impact fee study proposals from various groups, including Tindale Oliver, Benesch, TischlerBise, and Duncan Associates, with no resulting proposals. Willdan Financial Services, which is now the parent company to Alpha Inspections, the Town's Building Official, has submitted a proposal to the Town of Howey-in-the-Hills to conduct comprehensive updates and new assessments of various municipal impact fees and utility rates. The scope of the proposal includes:

- Water Impact Fee Study
- Parks and Recreation Impact Fee Study
- Police Protection Impact Fee Study
- Sewer Impact Fee Study
- Mobility Impact Fee Study
- Stormwater Rate Study (Phase 1 with optional Phase 2)

Each study has been priced as a not-to-exceed budget and can be adopted individually. However, Willdan has advised that conducting multiple studies concurrently will yield cost savings through consolidated meetings, reports, and presentations. This comprehensive effort will help ensure that future development equitably contributes to the infrastructure it necessitates, while also aligning the Town's funding mechanisms with current growth patterns and service demands.

**Fiscal Impact:**
The total fiscal impact will vary depending on the number of studies authorized. Each supplemental agreement includes a defined not-to-exceed cost of $7,500, with the exception of the Stormwater study, which is fixed at $10,000 for Phase 1, and a not-to-exceed cost of $13,500 for the optional Phase 2. Concurrent execution of multiple studies is anticipated to lower overall costs by minimizing duplicative efforts. The total for five impact fee studies and Phase 1 of the Stormwater Rate study is a total of $47,500.

**Staff Recommendation:**
Staff recommends approval of the Professional Services Agreement with Willdan Financial Services and the execution of the supplements for the various proposed studies.

# WILLDAN FINANCIAL SERVICES
# PROFESSIONAL SERVICES AGREEMENT

**This Agreement** is made and entered into this this _____ day of _____, 2025, by and between Willdan Financial Services (hereinafter "Willdan" or the "Consultant") and the Town of Howey-in-the-Hills, Florida (hereinafter the "Client").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## PART I: SCOPE OF SERVICES

**1.1 Authorization:** The Client employs the Consultant and the Consultant agrees to be employed to provide consulting services as requested from time to time by the Client. Any requests for services to be performed by the Consultant made by the Client, or a representative of the Client acting with apparent authority, shall be deemed as having been made by the Client.

**1.2 Additional Services:** Whenever requested by the Client, the Consultant shall prepare a "Supplement" to this Agreement setting forth the scope of services to be provided by the Consultant. "Additional Services" are defined herein to mean: (i) any specific changes to the Scope of Services whereby the Consultant will incur labor costs and expenses in the prosecution of professional services by virtue of requests of the Client or its authorized representatives, (ii) professional services not specifically contemplated in any Supplement due to the unavailability or delay in providing the data and information required from the Client, its other advisors and consultants, and necessary to prosecute the contemplated services and, (iii) professional services not specifically detailed in any Supplement. Any Supplement(s) shall set forth the detailed scope of services to be provided by the Consultant and any modification to the payment provisions of this Agreement as set forth in Part II.

All Supplements shall be reduced to written agreement, and thereafter attached to this Agreement, and made a part hereof.

**1.3 Acceptance:** All services to be provided hereunder shall be deemed accepted by the Client if not rejected by Client in writing within forty-five (45) days of the date of the invoice for said services. In the event the Client shall find such services not in accordance with the terms of this Agreement, the Client shall set forth in a written notice the basis of its claim that said services are not in accordance with the terms of this Agreement, and Consultant shall thereafter have forty-five (45) days from receipt of said notice to contest such notice or cure any defect.

## PART II: PAYMENT

**2.1 Compensation for Professional Services:** Upon submission of monthly invoices for services furnished, the Client shall pay the Consultant at the Consultant's office in Orange County, Florida, an amount equal to either (i) the actual hours of service furnished multiplied by the professional service rates listed in Attachment A, or (ii) a fixed fee if so defined and identified in the Supplement(s) that provides the scope of services for this project or other subsequent project engagements. The rates listed in Attachment A are subject to adjustment on January 1

of each succeeding calendar year to reflect changes in rates as officially established by the Consultant's Board of Directors.

**2.2 Reimbursement of Costs and Expenses:** The Client will reimburse the Consultant each month, at cost, for all out-of-pocket expenses directly chargeable to the work covered by this Agreement, unless such costs are to be included on a fixed fee basis if so defined and identified in the Supplement that provides the scope of services for this project or other subsequent project engagements. Such out-of-pocket costs will include items such as reproduction, printing, postage, delivery and shipping, telephone, facsimile, airfare, hotels, meals and rental vehicles utilized in the prosecution of professional services.

**2.3 Late Payment:** Monthly invoices shall be due and payable within thirty (30) calendar days from the date of the receipt of an invoice. All balances not paid within thirty (30) calendar days from the date of the receipt of the invoice shall bear and accrue interest at the Prime Rate as published weekly in the Wall Street Journal for the applicable period of time.

**PART III: NOTICES**

Any and all notices relating to this Agreement shall be in writing and delivered in person or by certified mail, return receipt requested and by e-mail to:

**CONSULTANT:**
Willdan Financial Services
200 South Orange Avenue, Suite 1550
Orlando, Florida 32801
Attn: Jeff McGarvey, Managing Principal
(407) 459-7117
jmcgarvey@willdan.com

**CLIENT:**
Town of Howey-in-the-Hills
101 N. Palm Avenue
P.O. Box 128
Howey-in-the-Hills, FL 34737
Attn: Sean O'Keefe, Town Manager
(352) 324-2290
sokeefe@howey.org

Either party may, upon giving notice as required under this section, designate a change in address. Any change in the address for receipt of notices given hereunder shall be effective on the date of receipt.

**PART IV: STANDARD PROVISIONS**

**4.1 Professional Relationship:** The Consultant shall be an independent contractor and not an employee of Client under this Agreement. The Consultant shall not be an agent or representative of the Client, except as may be specifically provided in a separate writing between the parties. This Agreement and the relationship created between the parties shall in no manner restrict the Consultant from independently soliciting and/or engaging in any business activity or providing any service, including that which may be a direct or indirect extension of the services provided hereunder to or for any third party. Said business or service shall not create

any obligation or liability between the Consultant and the Client, nor result in a conflict with the Client's interests.

**4.2 Force Majeure:** Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

**4.3 Work Product**: All reports, analysis, documents, computer models and data (hereinafter "Work Product") developed for the Client by the Consultant under the terms of this Agreement shall become the property of the Client upon the request of the Client.

**4.4 Termination:** This Agreement shall continue until terminated either by the Client or the Consultant. The Client or the Consultant may suspend or terminate any or all services covered by this Agreement at any time upon written notice to the other party. The effective date of any notice of suspension or termination shall be the date such notice is received by the party being notified of the suspension or termination. In the event of a notice of suspension or termination of this Agreement, the Client shall pay the Consultant, upon submission of invoices, for all services rendered and expenses incurred through the effective date of such suspension or termination.

**4.5 Warranties:** The Consultant represents and warrants that the services furnished under this Agreement will be in accordance with generally accepted professional practices within its profession. There are no other guarantees or warranties, including implied or statutory warranties, that shall apply to the services set forth in this Agreement. In the event the Work Product is challenged after adoption by the Client, the Consultant will cooperate with the Client and at no cost to the Client, including but not limited to defending the Consultant's Work Project in discovery, deposition, trial, and/or administrative hearing.

**4.6 Liability and Damages:** Consultant and its subcontractors shall have no liability for any consequential, indirect, or incidental losses or damages and Client hereby releases Consultant from any such liability. The total liability of Consultant and its sub-contractors to Client, arising out of or in connection with this Agreement, from any and all causes, shall in no event exceed the limits of the Consultant's Professional Liability Insurance policy, the amount of which is $1,000,000. The limitations of Consultant's liability set forth in this Agreement shall apply even in the event of Consultant's fault, negligence, breach of contract, or strict liability.

**4.7 Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, said provision shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**4.8 Amendments:** This Agreement and any Supplements attached hereto incorporate the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, negotiations or discussions between the parties. This Agreement cannot be amended, modified or supplemented in any respect, except by

subsequent written agreement or Supplement entered into by both parties.

**4.9 Parties Bound:** This Agreement shall be binding on and inure to the benefit of the contracting parties and their respective heirs, executors, administrator, legal representative, successors, and assigns when permitted by this Agreement.

**4.10 Remedies:** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, including the fees of paralegals, and costs. This provision shall survive the termination of this Agreement.

**4.11 Venue:** This Agreement shall be construed under and in accordance with the laws of the State of Florida, and the parties agree that venue for the enforcement of this Agreement shall be in Lake County, Florida.

## PART V: PROJECT DISCLAIMER

The Town of Howey-in-the-Hills or Client further represents, acknowledges, and agrees that:

(i) The Client uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The Client is not looking to Willdan to provide, and Client shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Client with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Client, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Client, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the Client recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Client will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement

and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Client is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

EXECUTED AND EFFECTIVE on the date first shown above, and IN WITNESS WHEREOF, the parties hereto have set our hands and seals on the date first shown above.

| **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA** | **WILLDAN FINANCIAL SERVICES** |
|---|---|
| By: _____ (Signature) | By: _____ (Signature) |
| By: _____ (Name Printed) | By: Jeff McGarvey (Name Printed) |
| Title: _____ | Title: Vice President, Managing Principal |
| Date: _____ | Date: _____ |

**WILLDAN FINANCIAL SERVICES**
**ATTACHMENT A**
**TO**
**PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICE RATES**

| Position | Hourly Rate |
|---|---|
| Group Manager | $250 |
| Managing Principal | $300 |
| Principal Consultant | $270 |
| Senior Project Manager | $250 |
| Project Manager | $210 |
| Senior Project Analyst | $150 |
| Senior Analyst | $135 |
| Analyst II | $120 |
| Analyst I | $110 |

***** Effective Date: January 1, 2025.

# SUPPLEMENT NO. ___
# TO THE PROFESSIONAL SERVICES AGREEMENT
# BETWEEN WILLDAN FINANCIAL SERVICES AND
# TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

## POLICE PROTECTION IMPACT FEE STUDY

This document represents Supplement No. ____ to the Professional Services Agreement (the "Agreement") dated on _____, 2025 by and between Willdan Financial Services ("Willdan" or the "Consultant") and the Town of Howey-in-the-Hills, Florida (the "Client" or "Town"). All provisions of the Agreement remain in effect except as specifically defined in this Supplement.

In accordance with the Agreement, this Supplement sets forth the Scope of Services and Professional Service Fees for Willdan to provide certain financial consulting services to the Town. The applicable services consist of the preparation of a Police Protection Impact Fee Study ("Study").

## Project Objectives

The objective of this project is to prepare police protection development impact fees pursuant to Florida State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results.

Many agencies have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development impact fees need only a majority vote of the Town Council for adoption.

## Summary of Approach

Willdan's methodology for calculating police protection fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and housing affordability. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

Outlined below is Willdan's proposed scope of services to develop the Study.

## Scope of Services

| Task 1: | Identify and Resolve Policy Issues |
|---|---|

***Objective:*** Identify and resolve policy issues raised by the study.

***Description:*** Review agency documents related to existing capital planning policies and funding programs including existing development impact fees. Meet with representatives of affected Town departments to gather background regarding the Town's fee program. Bring policy issues to Town staff's attention, as appropriate, during the project and seek guidance prior to proceeding.

Potential policy issues include:

- Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); development impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing master plans and CIPs to identify needed facilities;
- Availability of existing studies;
- Types of police protection facilities and equipment to be funded by the fee;

- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified;
- Master-planned development and relationship to fee program;
- Existing development agreements;
- Implementation concerns and strategies; and
- Potential additional fees consistent with the Town's goals and policies.

***Meetings:*** One meeting to initiate the project, discuss data needs, and begin discussion of applicable policy issues.

***Deliverables:*** 1) Information requests; 2) revised project scope and schedule (if needed); and 3) summary of policy decisions (if needed).

## Task 2: Identify Existing Development and Future Growth

***Objective:*** Identify estimates of existing levels of development; as well as a projection of future growth consistent with current planning policy.

***Description:*** Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from the fee program.

Consult with Town staff to identify growth projections for the next 5 years. Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4).

Develop approach for converting land use data to measure facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for the police protection impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Willdan will obtain approval of estimates and projections from Town staff prior to proceeding.

## Task 3: Determine Facility Standards

***Objective:*** Determine standards to identify facilities and capital assets required to accommodate growth.

***Description:*** Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of:

- Adopted policy standards (e.g. General Plan, Comprehensive Plan, master facility plans listed above);
- Standards derived from existing facility and capital asset inventories; or
- Standards derived from a list of planned facility projects.

Town staff to provide policies, inventories, and project lists.

## Task 4: Determine Facilities Needs and Costs

***Objective:*** Identify the type, amount and cost of facilities and capital assets required to accommodate growth and correct deficiencies, if any.

***Description:*** Quantify total planned facilities and capital assets based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities as a specific list of capital projects from a master facility plan or other planning document. Location of planned facilities and other capital assets may or may not be specified. If only a general description of planned facilities is available through the planning horizon, Town staff should provide a list of specific capital projects for use of fee revenues during the short term (e.g. five years).

Distinguish between: facilities/capital needed to serve growth (that can be funded by development impact fees); and facilities needed to correct existing deficiencies (that cannot be funded by development impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities) to calculate the fee schedule.

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent Town experience, local market data such as land transactions, and Willdan experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

## Task 5: Identify Funding and Financing Alternatives

***Objective:*** Determine the extent of alternative (non-fee) funding available for new facilities.

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that we will identify:

1. Funding from non-development impact fee sources to correct existing deficiencies; and
2. Funding from new development other than development impact fees that must be credited against new development's development impact fee contributions, such as developer contributed capital or improvements.

Identify anticipated alternative funding based on information from Town staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis.

## Task 6: Calculate Fees and Prepare Report

***Objective:*** Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

***Description:*** Generate fee schedule to apportion facility costs and capital asset needs to individual development projects. Review response times. Use facility costs/capital asset needs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for Town staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.

Following one round of comments from Town staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one round of comments on the administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one round of comments received on the public draft report. Submit up to ten bound copies of report.

Additionally, in conjunction with the limitation in impact fee increases as well as phase-in provisions added to the Florida Impact Fee Act in 2021 as a result of House Bill 337, Willdan will work with the Town to prepare and present a Demonstrated Need Study at up to two (2) public meetings.

***Meetings:*** We will attend up to four meetings with the Town. In addition to the project kick-off meeting, Willdan anticipates one meeting to review initial results with Town staff (web conference); one Town Council meeting to present the public draft report; and one public hearing to present the report for adoption. Participation at more than four meetings shall be billed at our additional per meeting cost.

***Deliverables:*** Draft report tables, administrative draft report, public draft report, final

report (if needed), demonstrated need study (if required), and slide presentation (if needed).

## Town Staff Assistance

To complete our tasks, we will need the cooperation of Town staff. We suggest that the Town assign a key individual to represent the Town as the project manager who can function as our primary contact. We anticipate that the Town's project manager will:

1) Coordinate responses to requests for information;
2) Coordinate review of work products; and
3) Help resolve policy issues.

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(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Town with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Town, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any

assumptions related to revenue growth) established by the Town, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

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***IN WITNESS WHEREOF***, the parties have executed this Supplement No. ___ on the date(s) indicated below.

| **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA** | | **WILLDAN FINANCIAL SERVICES** | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| | (Signature) | | (Signature) |
| By: | _____ | By: | Jeff McGarvey |
| | (Name Printed) | | (Name Printed) |
| Title: | _____ | Title: | Vice President, Managing Principal |
| Date: | _____ | Date: | _____ |

# SUPPLEMENT NO. ___
# TO THE PROFESSIONAL SERVICES AGREEMENT
# BETWEEN WILLDAN FINANCIAL SERVICES AND
# THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

## STORMWATER RATE STUDY

This document represents Supplement No. ____ to the Professional Services Agreement (the "Agreement") dated on _____, 2025 by and between Willdan Financial Services ("Willdan" or the "Consultant") and the Town of Howey-in-the-Hills, Florida (the "Client" or "Town"). All provisions of the Agreement remain in effect except as specifically defined in this Supplement.

In accordance with the Agreement, this Supplement sets forth the Scope of Services and Professional Service Fees for Willdan to provide certain financial consulting services to the Town. The applicable services consist of the preparation of a Stormwater Rate Study ("Study"). Provided herein is a detailed description of the scope of work anticipated to meet the project objectives of the Town for its stormwater rates. The proposed scope of work is intended to develop initial rates and charges for the Town's Stormwater system.

## Purpose

The Town is interested in developing a Stormwater Enterprise Fund. The purpose of this project is to assist the Town in establishing a Stormwater Enterprise Fund by developing rates and charges to provide sustainable and equitable funding for stormwater management operations, regulatory compliance, capital improvements, and other program needs. This scope is organized into two phases:

- **Phase 1**: Development of flat rates for residential and non-residential customers.
- **Phase 2**: Detailed analysis of impervious area and property characteristics to develop a refined rate structure and select a billing method.

Provided herein is a description of the tasks associated with each phase of the stormwater rate study. Based on the Consultant's understanding of the project requirements, the scope of work proposed for this project is detailed in the following discussions.

## Scope of Services

### Phase 1: Initial Program Development and Flat Rate Structure

**Task 1: Needs Assessment and Program Review** - Willdan will review current stormwater program components, including operations, maintenance, regulatory obligations, and

planned improvements. As part of this review, Willdan will identify existing revenue sources (if any) and any shortfalls in the Town's stormwater program funding.

**Task 2: Financial Analysis and Revenue Requirements** – Willdan will develop a financial plan to determine the total annual revenue needed to support stormwater services. This plan will include costs for program administration, O&M, capital investment, and reserves.

**Task 3: Rate Structure Design (Flat Rates)** – Willdan will create a flat-rate fee model for residential and non-residential/commercial customers. This rate structure will be fair, simple, and align with service level and funding goals of the Town.

**Task 4: Stakeholder Coordination** – Willdan will coordinate with Town staff, Town officials, and stakeholders through meetings or workshops and educate stakeholders on the goals and benefits of a dedicated stormwater fund.

**Task 5: Preparation of Preliminary/Final Phase 1 Summary Report** – Willdan will prepare a summary report including revenue requirement analysis, flat-rate methodology and fee proposals, and recommendations for next steps in rate refinement.

## Phase 2: Detailed Rate Analysis and Billing Implementation

**Task 1: Customer and Property Class Analysis** – As part of this task, Willdan will categorize properties by type (residential, commercial, institutional, etc.) using GIS, parcel data, and land use records to support classification.

**Task 2: Impervious Surface Area Review** – Willdan will review and analyze impervious surface data for non-residential properties utilizing available tools such as aerial imagery or LiDAR, where applicable.

**Task 2: Equivalent Residential Unit (ERU) Development** – Willdan will determine the average impervious surface for a typical residential property by preparing an impervious area analysis on a random sample of residential parcels located throughout the Town. This ERU analysis and resulting square footage allowance per ERU will be used as the basis for assigning ERUs and fees to non-residential parcels.

**Task 4: Rate Model Refinement** – Willdan will update the financial model and financial projections developed in Phase 1 based on using and ERU-based rate structure and promoting revenue sufficiency.

**Task 5: Billing and Collection Methodology** – Willdan will assess options for billing and collection including integration with utility bills or including on property tax bills as a non-ad valorem assessment. Willdan will make recommendations based on an assessment of the Town's overall needs.

**Task 6: Public Engagement and Communication** – Willdan will develop outreach materials (FAQs, presentations, handouts) and provide support at a Townhall meeting and or education campaign on the new stormwater rates and charges.

**Task 7: Preparation of Preliminary/Final Phase 2 Summary Report** – Willdan will prepare a summary report including revenue requirement analysis, final rate structure, ERU methodology, and billing method recommendations.

## Meetings, Presentations, and Deliverables

For Phase 1 and Phase 2, the analyses, conclusions and recommendations utilized in the development of the proposed stormwater rates and charges will be presented in a draft letter report document for review by Town staff. Upon review, the comments and changes provided by staff will be incorporated into a final letter report document. Upon completion, an electronic (PDF) copy of the final rate study report will be provided for the Town's records.

**Kick-Off Meeting.** An initial kick-off meeting will be scheduled with Town representatives during a mutually convenient time at the start of the project to discuss project requirements, finalize project scheduling and reporting requirements, and receive overall project direction. The meeting is part of the project initiation activities and will help ensure that the project objectives are clearly defined and understood by all parties.

**Project Status Meeting/Web Conferences.** After data has gathered and analyzed, and significant progress has been made on the project, web-conference meetings will be scheduled to provide status updates of the preliminary analysis to staff in order to obtain input as the project progresses. This task will be for the time period prior to completion of a draft report.

**Draft Report Meeting/Web Conference.** After allowing sufficient review time from the delivery of the draft report, a meeting or web conference will be scheduled to present the results to staff. The purpose will be to: 1) provide staff members with a better understanding of the analyses and assumptions applied in developing the proposed rates, and 2) obtain personal feedback and comments from staff members responsible for implementing any proposed revisions.

**Public Presentation.** If desired, the results of each phase of the Stormwater Rate Study will be presented to the Town Council during a public meeting (i.e. a general workshop session or public hearing). This presentation will be provided in order to offer the supporting rationale for the proposed rates and charges and to address any questions and/or concerns raised by Town officials prior to action being taken on the rates and charges.

## Items to be Furnished at No Expense to the Project Team

To complete our tasks, we will need the cooperation of Town staff. The Town will assist Willdan by furnishing, at no cost to the Willdan, all available pertinent information including customer billing data, financial reports, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. The Town shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the Town or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

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## Professional Fees

On the basis of the Scope of Services described herein, the Consultant's total labor billings and all out-of-pocket costs and expenses directly chargeable to the work performed and described in the Scope of Services section of this Supplement will be performed for the following, unless additional services are specifically authorized in writing by the Client:

- Phase 1 – fixed fee of $10,000
- Phase 2 – not-to-exceed fee of $13,500

Payment for such services shall be invoiced monthly.

***IN WITNESS WHEREOF***, the parties have executed this Supplement No. ___ on the date(s) indicated below. This authorization is for (please initial):

Phase 1 Only: _____ Phase 1& 2: _____

| **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA** | | **WILLDAN FINANCIAL SERVICES** | |
|---|---|---|---|
| By: | _____ (Signature) | By: | _____ (Signature) |
| By: | _____ (Name Printed) | By: | Jeff McGarvey (Name Printed) |
| Title: | _____ | Title: | Vice President, Managing Principal |
| Date: | _____ | Date: | _____ |

# SUPPLEMENT NO. ___
# TO THE PROFESSIONAL SERVICES AGREEMENT
# BETWEEN WILLDAN FINANCIAL SERVICES AND
# TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

## PARKS AND RECREATION IMPACT FEE STUDY

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In accordance with the Agreement, this Supplement sets forth the Scope of Services and Professional Service Fees for Willdan to provide certain financial consulting services to the Town. The applicable services consist of the preparation of a Parks and Recreation Impact Fee Study ("Study").

## Project Objectives

The objective of this project is to prepare parks and recreation development impact fees pursuant to Florida State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results.

Many agencies have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development impact fees need only a majority vote of the Town Council for adoption.

## Summary of Approach

Willdan's methodology for calculating parks and recreation impact fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and housing affordability. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for parks and recreation facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded parks and recreation facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the parks and recreation impact fee schedule.

Outlined below is Willdan's proposed scope of services to develop the Study.

## Scope of Services

| Task 1: | Identify and Resolve Policy Issues |
|---|---|

***Objective:*** Identify and resolve policy issues raised by the study.

***Description:*** Review agency documents related to existing capital planning policies and funding programs. Meet with representatives of affected Town departments to gather background regarding the Town's impact fee program. Bring policy issues to Town staff's attention, as appropriate, during the project and seek guidance prior to proceeding.

Potential policy issues include:

- Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); development impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Availability of existing studies;
- Types of facilities to be funded by each fee;
- Land use categories for imposition of fees;

- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified;
- Master-planned development and relationship to fee program;
- Existing development agreements;
- Implementation concerns and strategies; and
- Potential additional fees consistent with the Town's goals and policies.

***Meetings:*** One meeting to initiate the project, discuss data needs, and begin discussion of applicable policy issues.

***Deliverables:*** 1) Information requests; 2) revised project scope and schedule (if needed); and 3) summary of policy decisions (if needed).

## Task 2: Identify Existing Development and Future Growth

***Objective:*** Identify estimates of existing levels of development; as well as a projection of future growth consistent with current planning policy.

***Description:*** Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from the impact fee program.

Consult with Town staff to identify growth projections for the next 5 to 10 years. Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4).

Develop approach for converting land use data to measure facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for parks and recreation impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Willdan will obtain approval of estimates and projections from Town staff prior to proceeding.

## Task 3: Determine Facility Standards

***Objective:*** Determine standards to identify facilities required to accommodate

growth.

***Description:*** Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Example includes park acres per thousand residents;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of a development impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Example includes facility costs per capita.

As part of this task, Willdan will Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of:

- Adopted policy standards (e.g. General Plan, Comprehensive Plan, master facility plans listed above);
- Standards derived from existing facility inventories; or
- Standards derived from a list of planned facility projects.

Town staff to provide policies, inventories, and project lists.

## Task 4: Determine Facilities Needs and Costs

***Objective:*** Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

***Description:*** Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not

be specified. If only a general description of planned facilities is available through the planning horizon, Town staff should provide a list of specific capital projects for use of fee revenues during the short term (e.g. five to ten years).

Distinguish between: facilities needed to serve growth (that can be funded by development impact fees); and facilities needed to correct existing deficiencies (that cannot be funded by development impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities) to calculate the fee schedule.

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***IN WITNESS WHEREOF***, the parties have executed this Supplement No. ___ on the date(s) indicated below.

| **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA** | | **WILLDAN FINANCIAL SERVICES** | |
|---|---|---|---|
| By: | _____ (Signature) | By: | _____ (Signature) |
| By: | _____ (Name Printed) | By: | Jeff McGarvey (Name Printed) |
| Title: | _____ | Title: | Vice President, Managing Principal |
| Date: | _____ | Date: | _____ |

# SUPPLEMENT NO. ___
# TO THE PROFESSIONAL SERVICES AGREEMENT
# BETWEEN WILLDAN FINANCIAL SERVICES AND
# THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

## WATER IMPACT FEE STUDY

This document represents Supplement No. ____ to the Professional Services Agreement (the "Agreement") dated on _____, 2025 by and between Willdan Financial Services ("Willdan" or the "Consultant") and the Town of Howey-in-the-Hills, Florida (the "Client" or "Town"). All provisions of the Agreement remain in effect except as specifically defined in this Supplement.

In accordance with the Agreement, this Supplement sets forth the Scope of Services and Professional Service Fees for Willdan to provide certain financial consulting services to the Town. The applicable services consist of the preparation of a Water Impact Fee Study ("Study"). Provided herein is a detailed description of the scope of work anticipated to meet the project objectives of the Town for its water impact fees. The proposed scope of work is intended to develop a review and evaluation of the Town's existing fees associated with the recovery of applicable capital costs from new customers connecting to the water utility system.

## Summary of Approach

The Impact Fees will be developed in accordance with Florida Statutes Title XI, Chapter 163.31801. Based on the statutes, as well as common industry practice, the calculation of the Impact Fees will employ generally accepted accounting, engineering, and planning methodologies. Such methodologies will include the buy-in, incremental cost or marginal cost, and combined cost. A brief description of each of these methods as identified in American Water Works Association Manual M1 is described below. Each of these methods will be developed for consideration in calcluating the Impact Fees.

- ***Buy-in Method***. Based on the value of the existing system's capacity. Under this method, new development "buys" a proportionate share of capacity at the cost (value) of the existing facilities.

- ***Incremental/Marginal Cost Method***. Based on the value or cost to expand the existing system's capacity. This method assigns to new development the incremental cost of future system expansion needed to serve new development.

- ***Combined Cost Method***. Based on blended value of both the existing and expanded system capacity. This method uses a combination of the buy-in and incremental/marginal cost methods.

Provided herein is a description of the tasks associated with the water impact fee analysis. Based on the Consultant's understanding of the project requirements, the scope of work proposed for this project is detailed in the following discussions.

## Scope of Services

### Task 1: Data Collection and Review

Willdan will provide a data request which sets for the information required to perform the study. Once received, Willdan will review the data for completeness to ensure it is sufficient for use in calculating the impact fee. The types of data requested may include, but not be limited to, the following:

- *Detailed asset listing*
- *5 to 10 Year Capital Improvement Plan ("CIP")*
- *Available engineering documents describing existing and planned facilities (e.g. Master Plans)*
- *Detailed amortization schedules for outstanding debt issued to fund existing water facilities*

### Task 2: Identification of System Capacities

The available master planning and capital improvement information will be utilized to identify the existing and future transmission capacities for the water system. Such information will be used to determine the existing and future levels of transmission capacities for use in calculating the water impact fees.

### Task 3: Buy-In Analysis

**Sub-Task 3.1 – Allocation of Existing Assets.** Utilize detailed data of the existing water system assets as provided by the utility as the basis for developing the impact fee. Identify which assets or portions of the assets that may have been funded through grants or contributed by developers as these amounts would be excluded as recoverable assets in the development of the fees.

**Sub-Task 3.2 – Determination of Replacement Cost of Assets.** The replacement cost of each asset line item will be determined using construction cost indices set forth in such publications as the Handy-Whitman Index or the Engineering News Record.

**Sub-Task 3.3 – Determination of Replacement Cost Less Depreciation (RCLD).** The depreciation amount for each asset line item will be deducted from the replacement cost for that line item. The total of the Replacement Cost Less Depreciation ("RCLD") value of all assets will be used as the basis to determine the Buy-In method's fees.

**Sub-Task 3.4 – Determination of Applicable Credits and/or Financing Costs.** Depending upon the funding and/or financing mechanisms used to pay for existing capital facilities,

it may be appropriate to apply debt service credits. In addition to debt service, the analysis will consider credits for grants and other generally accepted valuation adjustments.

## Task 4: Incremental/Marginal Cost Analysis

**Sub-Task 4.1 – Functional Allocation of CIP.** The most current CIP will be reviewed and summarized, and the level of future growth/capacity related capital expenditures will be identified in order to determine the projected amount of growth-related capital expenditures to be incurred during the planning horizon. This task will involve the identification of planned capital project costs incurred as a result of customer growth and will include utilization of information provided in Master Plans or other engineering reports prepared for the utility (if available). The analysis will include costs of construction or expansion that are necessitated by and attributable to new development. The planned capital costs will be allocated between major facility components of treatment, transmission, and distribution/collection.

**Sub-Task 4.2 – Determination of Applicable Credits.** The analysis will include a credit against the projected aggregate cost of water capital improvements. The credit will be determined based upon generally accepted calculations and will reflect a deduction of outstanding debt principal. The debt service credit will help ensure that customers are not "double-paying" for capital facilities.

## Task 5: Calculation of Impact Fees

**Sub-Task 5.1 – Buy-In Method.** The asset values, as adjusted for applicable credits, and capacity information will be utilized to develop impact fees that equitably recover the capacity-related cost of existing water facilities.

**Sub-Task 5.2 – Incremental/Marginal Cost Method.** The applicable growth-related project costs delineated between treatment and distribution/collection related, and the capacity added by those projects will be utilized to develop impact fees that equitably recover the cost of future growth-related projects.

**Sub-Task 5.3 - Combine Cost Method.** The buy-in and incremental/marginal cost methods will be combined to calculate the water impact fees. The calculation methodology will separate fees by major utility component (treatment and transmission/collection). The proposed fees will include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.

## Task 6: Neighboring Utility Comparisons

A customer impact comparison will be prepared in order to assess the comparability of the proposed impact fees to those of other municipal utility systems in the same geographical region. The fees used for the other systems will be the most current fees

available.

## Task 7: Demonstrated Need Study (If Required)

House Bill 337 took effect on July 1, 2021 and amended the Florida Impact Fee Act, with several key changes affecting the implementation of impact fees in Florida. Newly created Florida Statutes Subsection 163.31801(6) imposed limitations as to how local jurisdictions can increase impact fees, applicable retroactively to January 1, 2021. This new subsection imposed the following phase-in limitations for impact fee increases:

1) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increase fee is adopted.

2) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

3) An impact fee increase may not exceed 50 percent of the current impact fee rate.

4) An impact fee may not be increased more than once every 4 years.

5) An impact fee may not be increased retroactively for a previous or current fiscal year or calendar year.

6) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations listed above under 1), 2), 3), and 4) provided the following criteria are met:

    a. A demonstrated need study has been completed within the 12 months prior to the adoption of the proposed impact fee increase, expressly demonstrating the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

    b. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

    c. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

If required, Willdan will work with the Town to prepare and present a Demonstrated Need Study to the Town Council at up to two (2) public meetings.

## Task 8: Meetings, Presentations, and Deliverables

The analyses, conclusions and recommendations utilized in the development of the proposed impact fees will be presented in a draft letter report document for review by Town staff. Upon review, the comments and changes provided by staff will be incorporated into a final letter report document. Upon completion, an electronic (PDF) copy of the final impact fee report will be provided for the Town's records.

**Sub-Task 7.1 – Initial Kick-Off Meeting.** An initial kick-off meeting will be scheduled with Town representatives during a mutually convenient time at the start of the project to discuss project requirements, finalize project scheduling and reporting requirements, and receive overall project direction. The meeting is part of the project initiation activities and will help ensure that the project objectives are clearly defined and understood by all parties.

**Sub-Task 7.2 – Project Status Meeting/Web Conferences.** After data has gathered and analyzed, and significant progress has been made on the project, web-conference meetings will be scheduled to provide status updates of the preliminary analysis to staff in order to obtain input as the project progresses. This task will be for the time period prior to completion of a draft report.

**Sub-Task 7.3 – Draft Report Meeting/Web Conference.** After allowing sufficient review time from the delivery of the draft report, a meeting or web conference will be scheduled to present the results to staff. The purpose will be to: 1) provide staff members with a better understanding of the analyses and assumptions applied in developing the proposed rates, and 2) obtain personal feedback and comments from staff members responsible for implementing any proposed revisions.

**Sub-Task 7.4 – Public Presentation.** If desired, the results of the impact fee study will be presented to the Town Council during a public meeting (i.e. a general workshop session or public hearing). This presentation will be provided in order to offer the supporting rationale for the proposed revisions and to address any questions and/or concerns raised by Town officials prior to action being taken on the fees.

## Items to be Furnished at No Expense to the Project Team

To complete our tasks, we will need the cooperation of Town staff. The Town will assist Willdan by furnishing, at no cost to the Willdan, all available pertinent information including customer billing data, financial reports, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. The Town shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying

costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the Town or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

## General Disclosure

The Town further represents, acknowledges, and agrees that:

(i) The Town uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The Town is not looking to Willdan to provide, and Town shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Town with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Town, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Town, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the Town recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Town will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Town is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

## Professional Fees

On the basis of the Scope of Services described herein, the Consultant's total labor billings and all out-of-pocket costs and expenses directly chargeable to the work performed and described in the Scope of Services section of this Supplement will be performed for a fee **not to exceed $7,500** unless additional services are specifically authorized in writing by the Client. Payment for such services shall be invoiced monthly.

***IN WITNESS WHEREOF***, the parties have executed this Supplement No. ___ on the date(s) indicated below.

| **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA** | | **WILLDAN FINANCIAL SERVICES** | |
|---|---|---|---|
| By: | _____ (Signature) | By: | _____ (Signature) |
| By: | _____ (Name Printed) | By: | Jeff McGarvey (Name Printed) |
| Title: | _____ | Title: | Vice President, Managing Principal |
| Date: | _____ | Date: | _____ |

# SUPPLEMENT NO. ____
# TO THE PROFESSIONAL SERVICES AGREEMENT
# BETWEEN WILLDAN FINANCIAL SERVICES AND
# THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

## MOBILITY IMPACT FEE STUDY

This document represents Supplement No. _____ to the Professional Services Agreement (the "Agreement") dated on _____, 2025 by and between Willdan Financial Services ("Willdan" or the "Consultant") and the Town of Howey-in-the-Hills, Florida (the "Client" or "Town"). All provisions of the Agreement remain in effect except as specifically defined in this Supplement.

In accordance with the Agreement, this Supplement sets forth the Scope of Services and Professional Service Fees for Willdan to provide certain financial consulting services to the Town. The applicable services consist of the preparation of a Mobility Impact Fee Study ("Study").

## Project Objectives

The objective of this project is to prepare mobility impact fees pursuant to Florida State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results.

Many agencies have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development impact fees need only a majority vote of the Town Council for adoption.

## Summary of Approach

Willdan's methodology for calculating mobility impact fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and housing affordability. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for multi-modal facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded multi-modal facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the mobility impact fee schedule.

Outlined below is Willdan's proposed scope of services to develop the Study.

## Scope of Services

| Task 1: | Identify and Resolve Policy Issues |
|---|---|

***Objective:*** Identify and resolve policy issues raised by the study.

***Description:*** Review agency documents related to existing capital planning policies and funding programs. Meet with representatives of affected Town departments to gather background regarding the Town's impact fee program. Bring policy issues to Town staff's attention, as appropriate, during the project and seek guidance prior to proceeding.

Potential policy issues include:

- Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); development impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing multi-modal master plans and CIPs to identify needed facilities;
- Availability of existing studies;
- Types of multi-modal needs (roads, traffic lights, trails, sidewalks, etc.) to be funded by each fee;

- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified;
- Master-planned development and relationship to fee program;
- Existing development agreements;
- Implementation concerns and strategies; and
- Potential additional fees consistent with the Town's goals and policies.

***Meetings:*** One meeting to initiate the project, discuss data needs, and begin discussion of applicable policy issues.

***Deliverables:*** 1) Information requests; 2) revised project scope and schedule (if needed); and 3) summary of policy decisions (if needed).

## Task 2: Identify Existing Development and Future Growth

***Objective:*** Identify estimates of existing levels of development; as well as a projection of future growth consistent with current planning policy.

***Description:*** Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from the impact fee program.

Consult with Town staff to identify growth projections for the next 5 to 10 years. Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4).

Develop approach for converting land use data to vehicle miles traveled (VMT) to measure system demand. For example, identify population and employment density factors to convert population and employment estimates to VMT. Select appropriate approach for mobility impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Willdan will obtain approval of estimates and projections from Town staff prior to proceeding.

## Task 3: Determine Facility Standards

***Objective:*** Determine standards to identify facilities required to accommodate growth.

***Description:*** Facility standards document a reasonable relationship between new development and the need for new infrastructure. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of system standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Example includes arterial lanes per vehicle miles traveled (VMT);
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of a development impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of roadway systems; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Example includes facility costs per vehicle trip.

As part of this task, Willdan will Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of:

- Adopted policy standards (e.g. General Plan, Comprehensive Plan, transportation master plans listed above, etc.);
- Standards derived from existing facility inventories; or
- Standards derived from a list of planned projects.

Town staff to provide policies, inventories, and project lists.

## Task 4: Determine Facilities Needs and Costs

***Objective:*** Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

***Description:*** Quantify total planned investments based on growth projection from Task

2 and facility standards from Task 3. Express planned investments in general quantities such as lane miles, or as a specific list of capital projects from a master facility plan. Location of planned investments may or may not be specified. If only a general description of planned facilities is available through the planning horizon, Town staff should provide a list of specific capital projects for use of fee revenues during the short term (e.g. five to ten years).

Distinguish between: investment needed to serve growth (that can be funded by development impact fees); and investment needed to correct existing deficiencies (that cannot be funded by development impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities) to calculate the fee schedule.

Gather planning-level data on new investments based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent Town experience, local market data such as land transactions, and Willdan experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

## Task 5: Identify Funding and Financing Alternatives

***Objective:*** Determine the extent of alternative (non-fee) funding available for new investment.

***Description:*** If development impact fees are going to only partially fund a capital project, the agency should report on the anticipated source and timing of the additional funding. There are two types of alternative funding sources that we will identify:

1. Funding from non-development impact fee sources to correct existing deficiencies; and
2. Funding from new development other than development impact fees that must be credited against new development's development impact fee contributions, such as developer contributed capital or improvements.

Identify anticipated alternative funding based on information from Town staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume infrastructure to be funded predominantly on a pay-as-you-go basis.

## Task 6: Calculate Fees and Prepare Report

***Objective:*** Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

***Description:*** Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for Town staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.

Following one round of comments from Town staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one round of comments on the administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one round of comments received on the public draft report. Submit up to ten bound copies of report.

***Meetings:*** We will attend up to four meetings with the Town. In addition to the project kick-off meeting, Willdan anticipates one meeting to review initial results with Town staff (web conference); one Town Council meeting to present the public draft report; and one public hearing to present the report for adoption. Participation at more than four meetings shall be billed at our additional per meeting cost.

***Deliverables:*** Draft report tables, administrative draft report, public draft report, final report (if needed), and slide presentation (if needed).

## Town Staff Assistance

To complete our tasks, we will need the cooperation of Town staff. We suggest that the Town assign a key individual to represent the Town as the project manager who can function as our primary contact. We anticipate that the Town's project manager will:

1) Coordinate responses to requests for information;
2) Coordinate review of work products; and
3) Help resolve policy issues.

Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. Town shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to Town or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.

## General Disclosure

The Town further represents, acknowledges, and agrees that:

(i) The Town uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The Town is not looking to Willdan to provide, and Town shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Town with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Town, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Town, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the Town recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Town will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Town is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

## Professional Fees

On the basis of the general Scope of Services described herein, Willdan's total labor billings and all out-of-pocket costs and expenses directly chargeable to this Supplement will **not exceed $7,500** unless specifically authorized in writing by the Town. Further, no work will be performed under this Supplement unless specifically directed by the Town.

***IN WITNESS WHEREOF***, the parties have executed this Supplement No. ___ on the date(s) indicated below.

| **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA** | | **WILLDAN FINANCIAL SERVICES** | |
|---|---|---|---|
| By: | _____ (Signature) | By: | _____ (Signature) |
| By: | _____ (Name Printed) | By: | Jeff McGarvey (Name Printed) |
| Title: | _____ | Title: | Vice President, Managing Principal |
| Date: | _____ | Date: | _____ |

# SUPPLEMENT NO. ___
# TO THE PROFESSIONAL SERVICES AGREEMENT
# BETWEEN WILLDAN FINANCIAL SERVICES AND
# THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

## SEWER IMPACT FEE STUDY

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In accordance with the Agreement, this Supplement sets forth the Scope of Services and Professional Service Fees for Willdan to provide certain financial consulting services to the Town. The applicable services consist of the preparation of a Sewer Impact Fee Study ("Study"). Provided herein is a detailed description of the scope of work anticipated to meet the project objectives of the Town for its sewer impact fees.

## Summary of Approach

The Impact Fees will be developed in accordance with Florida Statutes Title XI, Chapter 163.31801. Based on the statutes, as well as common industry practice, the calculation of the Impact Fees will employ generally accepted accounting, engineering, and planning methodologies. Such methodologies will include the buy-in, incremental cost or marginal cost, and combined cost. A brief description of each of these methods as identified in American Water Works Association Manual M1 is described below. Each of these methods will be developed for consideration in calcluating the Impact Fees.

- ***Buy-in Method***. Based on the value of the existing system's capacity. Under this method, new development "buys" a proportionate share of capacity at the cost (value) of the existing facilities.

- ***Incremental/Marginal Cost Method***. Based on the value or cost to expand the existing system's capacity. This method assigns to new development the incremental cost of future system expansion needed to serve new development.

- ***Combined Cost Method***. Based on blended value of both the existing and expanded system capacity. This method uses a combination of the buy-in and incremental/marginal cost methods.

Provided herein is a description of the tasks associated with the sewer impact fee analysis. It is our understanding that the Town currently sends effluent from Town customers to Central Lake Community Development District to be treated. Therefore,

the objective is to develop impact fees in order to equitably recover the historical and projected capital investments made by the Town in major collection infrastructure. Based on the Consultant's understanding of the project requirements, the scope of work proposed for this project is detailed in the following discussions.

## Scope of Services

### Task 1: Data Collection and Review

Willdan will provide a data request which sets for the information required to perform the study. Once received, Willdan will review the data for completeness to ensure it is sufficient for use in calculating the impact fee. The types of data requested may include, but not be limited to, the following:

- *Detailed asset listing*
- *5 to 10 Year Capital Improvement Plan ("CIP")*
- *Available engineering documents describing existing and planned facilities (e.g. Master Plans)*
- *Detailed amortization schedules for outstanding debt issued to fund existing sewer facilities*

### Task 2: Identification of System Capacities

The available master planning and capital improvement information will be utilized to identify the existing and future transmission capacities for the sewer system. Such information will be used to determine the existing and future levels of transmission capacities for use in calculating the sewer impact fees.

### Task 3: Buy-In Analysis

**Sub-Task 3.1 – Allocation of Existing Assets.** Utilize detailed data of the existing sewer system assets as provided by the utility as the basis for developing the impact fee. Identify which assets or portions of the assets that may have been funded through grants or contributed by developers as these amounts would be excluded as recoverable assets in the development of the fees.

**Sub-Task 3.2 – Determination of Replacement Cost of Assets.** The replacement cost of each asset line item will be determined using construction cost indices set forth in such publications as the Handy-Whitman Index or the Engineering News Record.

**Sub-Task 3.3 – Determination of Replacement Cost Less Depreciation (RCLD).** The depreciation amount for each asset line item will be deducted from the replacement cost for that line item. The total of the Replacement Cost Less Depreciation ("RCLD") value of all assets will be used as the basis to determine the Buy-In method's fees.

**Sub-Task 3.4 – Determination of Applicable Credits and/or Financing Costs.** Depending

upon the funding and/or financing mechanisms used to pay for existing capital facilities, it may be appropriate to apply debt service credits. In addition to debt service, the analysis will consider credits for grants and other generally accepted valuation adjustments.

## Task 4: Incremental/Marginal Cost Analysis

**Sub-Task 4.1 – Functional Allocation of CIP.** The most current CIP will be reviewed and summarized, and the level of future growth/capacity related capital expenditures will be identified in order to determine the projected amount of growth-related capital expenditures to be incurred during the planning horizon. This task will involve the identification of planned capital project costs incurred as a result of customer growth and will include utilization of information provided in Master Plans or other engineering reports prepared for the utility (if available). The analysis will include costs of construction or expansion that are necessitated by and attributable to new development. The planned capital costs will be allocated between major facility components of treatment, transmission, and distribution/collection.

**Sub-Task 4.2 – Determination of Applicable Credits.** The analysis will include a credit against the projected aggregate cost of sewer capital improvements. The credit will be determined based upon generally accepted calculations and will reflect a deduction of outstanding debt principal. The debt service credit will help ensure that customers are not "double-paying" for capital facilities.

## Task 5: Calculation of Impact Fees

**Sub-Task 5.1 – Buy-In Method.** The asset values, as adjusted for applicable credits, and capacity information will be utilized to develop impact fees that equitably recover the capacity-related cost of existing sewer facilities.

**Sub-Task 5.2 – Incremental/Marginal Cost Method.** The applicable growth-related project costs delineated between treatment and distribution/collection related, and the capacity added by those projects will be utilized to develop impact fees that equitably recover the cost of future growth-related projects.

**Sub-Task 5.3 - Combine Cost Method.** The buy-in and incremental/marginal cost methods will be combined to calculate the sewer impact fees. The calculation methodology will separate fees by major utility component (treatment and transmission/collection). The proposed fees will include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.

## Task 6: Neighboring Utility Comparisons

A customer impact comparison will be prepared in order to assess the comparability of the proposed impact fees to those of other municipal utility systems in the same

geographical region. The fees used for the other systems will be the most current fees available.

## Task 7: Meetings, Presentations, and Deliverables

The analyses, conclusions and recommendations utilized in the development of the proposed impact fees will be presented in a draft letter report document for review by Town staff. Upon review, the comments and changes provided by staff will be incorporated into a final letter report document. Upon completion, an electronic (PDF) copy of the final impact fee report will be provided for the Town's records.

**Sub-Task 7.1 – Initial Kick-Off Meeting.** An initial kick-off meeting will be scheduled with Town representatives during a mutually convenient time at the start of the project to discuss project requirements, finalize project scheduling and reporting requirements, and receive overall project direction. The meeting is part of the project initiation activities and will help ensure that the project objectives are clearly defined and understood by all parties.

**Sub-Task 7.2 – Project Status Meeting/Web Conferences.** After data has gathered and analyzed, and significant progress has been made on the project, web-conference meetings will be scheduled to provide status updates of the preliminary analysis to staff in order to obtain input as the project progresses. This task will be for the time period prior to completion of a draft report.

**Sub-Task 7.3 – Draft Report Meeting/Web Conference.** After allowing sufficient review time from the delivery of the draft report, a meeting or web conference will be scheduled to present the results to staff. The purpose will be to: 1) provide staff members with a better understanding of the analyses and assumptions applied in developing the proposed rates, and 2) obtain personal feedback and comments from staff members responsible for implementing any proposed revisions.

**Sub-Task 7.4 – Public Presentation.** If desired, the results of the impact fee study will be presented to the Town Council during a public meeting (i.e. a general workshop session or public hearing). This presentation will be provided in order to offer the supporting rationale for the proposed revisions and to address any questions and/or concerns raised by Town officials prior to action being taken on the fees.

## Items to be Furnished at No Expense to the Project Team

To complete our tasks, we will need the cooperation of Town staff. The Town will assist Willdan by furnishing, at no cost to the Willdan, all available pertinent information including customer billing data, financial reports, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any

errors that result from inaccurate data provided by the client or a third party. The Town shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the Town or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

## General Disclosure

The Town further represents, acknowledges, and agrees that:

(i) The Town uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The Town is not looking to Willdan to provide, and Town shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Town with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Town, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Town, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the Town recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Town will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Town is not asking Willdan to provide, and

Willdan is not in fact providing or required to provide, any municipal advisory services.

## Professional Fees

On the basis of the Scope of Services described herein, the Consultant's total labor billings and all out-of-pocket costs and expenses directly chargeable to the work performed and described in the Scope of Services section of this Supplement will be performed for a fee **not to exceed $7,500** unless additional services are specifically authorized in writing by the Client. Payment for such services shall be invoiced monthly.

***IN WITNESS WHEREOF***, the parties have executed this Supplement No. ___ on the date(s) indicated below.

| **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA** | | **WILLDAN FINANCIAL SERVICES** | |
|---|---|---|---|
| By: | _____ (Signature) | By: | _____ (Signature) |
| By: | _____ (Name Printed) | By: | Jeff McGarvey (Name Printed) |
| Title: | _____ | Title: | Vice President, Managing Principal |
| Date: | _____ | Date: | _____ |

**Date:** June 9, 2025

**To:** Mayor and Town Council

**From:** Oscar Ojeda, Finance Supervisor

**Re:** Discussion: **Road Infrastructure Funding Solutions**

**Objective:**

To explore the potential for utilizing funds from the Transportation and Infrastructure Fund to secure a 5-year loan for financing road improvement projects

**Summary:**

The Infrastructure and Transportation Funds currently receive an estimated $280,000 per year, with a projected total of approximately $1.4 million in revenue over the next five years. The current interest rates for loans range between 4.25% and 4.50%. Based on this information a loan of $1.2 million would be the maximum both funds could repay in a 5-year period. Any higher amount would require the Town to commit funds from the General Fund to repay the loan. For this financial decision to be justified, the anticipated savings must equal or surpass the total cost of the loan's interest.

| Loan Amount | Interest Rate | Monthly Payment | Interest | Total Cost | Shortfall |
|---|---|---|---|---|---|
| $1.2 Million | 4.25% | $ 22,235.47 | $ 134,128.02 | $ 1,334,128.02 | $ (65,871.98) |
| | 4.50% | $ 22,371.62 | $ 142,297.39 | $ 1,342,297.39 | $ (57,702.61) |
| $1.3 Million | 4.25% | $ 24,088.42 | $ 145,305.35 | $ 1,445,305.35 | $ 45,305.35 |
| | 4.50% | $ 24,235.93 | $ 154,155.50 | $ 1,454,155.50 | $ 54,155.50 |
| $1.5 Million | 4.25% | $ 27,794.33 | $ 167,660.02 | $ 1,667,660.02 | $ 267,660.02 |
| | 4.50% | $ 27,964.53 | $ 177,871.73 | $ 1,677,871.73 | $ 277,871.73 |

Borrowing this money would allow for the completion of Holly, Tangerine, Valencia, Georgia, and Mission Lane. There would be an approximate savings of no more than $5,000 per project.

**Fiscal Impact:**

Over $130k in interest over the next 5 years.

**Staff Recommendation:**

Given the recent discussions, on tax policy changes that could affect the amount allocated for Infrastructure and Transportation Funds, staff does not recommend pursuing a loan.

June 03, 2025

To Whom It May Concern,

On behalf of the Town Council of Howey-in-the-Hills, please accept this letter as formal opposition to Application No. RZ-PZ2024-105, which proposes to rezone approximately 16.6 acres located in unincorporated Lake County from Agricultural (A) to Residential R-4. The subject property lies adjacent to the Town's gateway near the S.R. 19 bridge, within the Interlocal Service Boundary Agreement (ISBA) area, and is adjacent to existing Town limits.

After careful review of the application, citizen input, and staff analysis, the Town of Howey-in-the-Hills finds the proposed rezoning to be incompatible with surrounding land uses and inconsistent with the Town's adopted Comprehensive Plan. Specifically:

1. Incompatible Density and Lot Size - The proposed R-4 zoning allows for lot widths as narrow as 50 feet with minimal setbacks, which is in sharp contrast to the Town's adopted development standards. For example:

- The Town's Low Density Residential (LDR) future land use and corresponding zoning districts generally require larger minimum lot sizes and lower density, typically not exceeding 3 dwelling units per acre, often with wider lots and deeper setbacks.
- The proposed 49-lot layout (approx. 3 units/acre gross) undercuts the Town's intent to preserve rural and semi-rural residential character at its boundaries, particularly near key visual corridors such as the S.R. 19 entrance to Town.

2. Inconsistency with the Town's Comprehensive Plan - The proposed rezoning conflicts with several goals, objectives, and policies of the Town's Comprehensive Plan, including:

- Future Land Use Element, Objective 1.1: Encourage compact, compatible, and well-planned development that protects rural character.
- Policy 1.1.6: New development adjacent to the Town's boundaries should be compatible in scale and intensity with existing development patterns.
- Policy 1.1.7: The Town shall discourage uncoordinated, high-density development in areas without adequate infrastructure or land use compatibility.

The proposed rezoning from Agricultural to R-4 does not align with these policies, especially given the lack of utility coordination, inconsistent lot sizes, and its visual prominence at the Town's primary gateway.

3. Negative Gateway Aesthetic and Community Impact - The proposed development would establish a visually dense edge at the Town's entrance, creating a "tunnel effect" as described by local residents.

This density and design are not in keeping with the traditional open character of the Town's lakefront approach, and may create long-term community and aesthetic impacts, particularly near the lakefront and S.R. 19 bridge corridor.

4. Infrastructure and Traffic Concerns - Multiple residents and Council members expressed concern about the cumulative effect of this proposed rezoning on local traffic flow, especially near the already congested Savage Circle and S.R. 19 intersection, where turning delays and line-of-sight limitations pose safety concerns.

The County's application has not demonstrated adequate mitigation or coordination with the Town regarding roadway impacts, nor does it align with prior planning related to annexation infrastructure upgrades.

5. Failure to Coordinate Under the ISBA and Lack of Joint Planning - The parcel lies within the Howey-in-the-Hills Interlocal Service Boundary Area (ISBA)—a designated area intended to promote cooperative planning, infrastructure coordination, and consistent growth standards between the Town and County. However, the Town Council was not adequately engaged during the staff-level review process. Additionally, the record inaccurately reflected that the Town had "no comments," which has now been corrected through this letter.

The Town is open to future discussions about how to improve long-range coordination, whether through amendments to the ISBA or other frameworks such as a Joint Planning Agreement (JPA). Whatever the methods, it is essential that the County and the Town work together to define compatible densities, infrastructure responsibilities, and transitional land use expectations before development of this scale is approved in such a sensitive and visible location, adjacent to municipal boundaries. Proceeding with this rezoning before such coordination takes place undermines the intent of the ISBA and risks long-term land use conflicts.

6. Public Opposition and Lack of Community Support - Numerous residents and property owners—including the Cypress Point Homeowners Association—have voiced strong opposition to this rezoning. The Town Council echoed these concerns during its May 27, 2025 regular Town Council Meeting, where it reached unanimous consensus to formally oppose the application and pursue annexation strategies for the area to ensure more compatible development standards are applied.

Conclusion - For the reasons above, the Town of Howey-in-the-Hills respectfully requests that the Lake County Board of County Commissioners deny Application No. RZ-PZ2024-105. The proposed rezoning undermines the Town's established planning framework, introduces incompatible density at a critical gateway, and lacks the coordinated planning necessary for appropriate growth.

We strongly urge the County to delay action on this application until a Joint Planning Agreement can be negotiated between the County and the Town of Howey-in-the-Hills to ensure shared goals, compatible land use, and long-term planning success in the ISBA area.

We value our partnership with Lake County and look forward to working collaboratively on a better path forward.

Sincerely,

S. O'Keefe

Sean O'Keefe
Town Manager

*Town of Howey-in-the-Hills*

101 N. Palm Ave. • PO Box 128 • Howey-in-the-Hills, FL 34737 • Phone: (352) 324-2290 • Fax: (352) 324-2126

cc (via email):

Margaret Brock
Councilor Jon Arnold, Town of Howey-in-the-Hills
Councilor Tim Everline, Town of Howey-in-the-Hills
Councilor Reneé Lannaman, Town of Howey-in-the-Hills
Councilor David Miles, Town of Howey-in-the-Hills
Mayor Graham Wells, Town of Howey-in-the-Hills
Commissioner Leslie Campione, Chair of the Lake County Board of County Commissioners
Commissioner Timothy Morris, Lake County Board of County Commissioners
Commissioner Sean Parks, Lake County Board of County Commissioners
Commissioner Anthony Sabatini, Lake County Board of County Commissioners
Commissioner Kirby Smith, Lake County Board of County Commissioners
Shari Holt, Lake County Office of Planning & Zoning
Eva Lora, Lake County Office of Planning & Zoning
Mike Fitzgerald, Director of Lake County Office of Planning & Zoning
Town Planning & Zoning Board Member Erick Bright
Town Planning & Zoning Board Member Alan Hayes
Town Planning & Zoning Board Member Joshua Husemann
Town Planning & Zoning Board Member Paul Johns
Town Planning & Zoning Board Member Richard Mulvany
Town Planning & Zoning Board Chair Tina St. Clair
Town Planning & Zoning Board Vice Chair Frances Wagler
County Planning & Zoning Board Member Don Bailey
County Planning & Zoning Board Member Mollie Cunningham
County Planning & Zoning Board Vice Chair Carroll Jaskulski
County Planning & Zoning Board Member Bill Mathias
County Planning & Zoning Board Member Mark McManus
County Planning & Zoning Board Member Addie Owens
County Planning & Zoning Board Chair Laura Jones Smith
County Planning & Zoning Board Member Dan Tatro

**Date:** June 9, 2025

**To:** Mayor and Town Council

**From:** Oscar Ojeda, Finance Supervisor

**Re:** Discussion: **Merging Infrastructure and Transportation Funds**

**Objective:**

To evaluate the merit of merging the Infrastructure and Transportation Funds.

**Summary:**

While there is no direct mandate on whether specific funds such as the Infrastructure and Transportation Funds should be combined or separated, fund separation ensures that resources are used in compliance with legal or regulatory requirements governing each fund. Combining them could reduce the transparency of how resources are being allocated and spent.

**Fiscal Impact:**

None.

**Staff Recommendation:**

Staff recommend that the funds are left as they currently stand.

# MEMO

To: Town Council

CC:

From: John Brock, Town Clerk

RE: May 2025 Month-End Town Hall Report

Date: 06/03/2025

**Utility Billing:**

Top Utility Bill Bad Debt for May 2025

| account | last_ payment_ amount | last_ payment_ date | comments | current_ charges | past_due _amount | service_address |
|---|---|---|---|---|---|---|
| 0285-00 | $310.31 | 08/02/23 | Disconnected for non-payment. Water meter is locked. House is empty. **Liened**. | $57.71 | $1,258.49 | 504 E Mission Lane |
| 0310-00 | $100.00 | 08/27/24 | Disconnected for non-payment. Water meter is locked. **Liened**. | $79.28 | $853.32 | 307 E Orchid Way |
| 0541-00 | $50.00 | 05/05/25 | Partial payments being made. Phone #s on file are not in service. Bank paying $50 each month. House is empty. **Liened**. | $79.28 | $581.66 | 503 Camino Real Blvd |
| 0479-00 | $0.00 | 00/00/00 | "Notice to Owner of Lien Intent" mailed by certified letter 5/29/25. Meter is off and locked. | $88.74 | $506.55 | 103 Sixth Ave |
| 0433-00 | $89.13 | 4/17/25 | Working with resident | $105.21 | $88.26 | 526 N Georgia Ave |
| 0749-00 | $90.00 | 4/7/25 | Disconnected for non-payment. Resident was notified of past due. | $153.52 | $88.13 | 473 Bellissimo Pl - Irrigation |
| 0329-00 | $79.28 | 4/7/25 | Working with resident. | $91.96 | $87.79 | 202 E Orchid Way |
| 0036-00 | $85.87 | 4/7/25 | Working with resident. | $92.13 | $82.27 | 201 W Holly St |
| 0317-00 | $79.28 | 4/15/25 | Working with resident. | $85.87 | $79.28 | 202 E Camelia Way |
| 0496-00 | $79.28 | 5/31/13 | Working with resident. | $85.87 | $79.28 | 203 Camino Real Blvd |
| 1483-00 | $58.37 | 4/14/25 | Disconnected for non-payment. Resident was notified of past due. | $74.28 | $76.32 | 559 Via Bella Ct - Irrigation |

**Building Permits:**

| PERMITS | TOTAL Q1 | TOTAL Q2 | Apr 25 | May 25 | TOTAL Q3 |
|---|---|---|---|---|---|
| Independent - SFR | **0** | **0** | 1 | 1 | **2** |
| Bldg Com. (Sign) | **1** | **1** | 0 | 0 | **0** |
| Building | **5** | **0** | 2 | 1 | **3** |
| Electrical | **8** | **5** | 0 | 1 | **1** |
| Fence / Landscaping / Driveway | **6** | **8** | 3 | 8 | **11** |
| Gas | **3** | **2** | 0 | 1 | **1** |
| HVAC / Mechanical | **7** | **8** | 4 | 3 | **7** |
| Plumbing | **2** | **1** | 0 | 1 | **1** |
| Pool/Decks | **5** | **4** | 1 | 1 | **2** |
| Re-Roof | **15** | **9** | 3 | 5 | **8** |
| Screen Enclosure | **2** | **4** | 1 | 1 | **2** |
| Shed or Workshop | **6** | **1** | 2 | 1 | **3** |
| Solar | **3** | **0** | 0 | 0 | **0** |
| Other Permits | **0** | **0** | 0 | 1 | **1** |
| Windows / Doors | **6** | **3** | 2 | 3 | **5** |
| **Monthly Totals** | **69** | **46** | **19** | **28** | **19** |
| *Monthly Permit Amount* | ***$38,654.05*** | ***$34,549.74*** | *$46,419.75* | *$21,245.13* | **$67,664.88** |
| CO: Venezia Townhome | **11** | 0 | 0 | 0 | **0** |
| CO:Independent - SFR | **0** | 0 | 0 | 0 | **0** |

# Activity Log Event Summary (Cumulative Totals)

## Howey-in-the-Hills PD

## (05/01/2025 - 05/31/2025)

| | | | |
|---|---|---|---|
| <No Event Type Specified> | 2 | Abandoned 911 | 11 |
| Animal Complaint | 6 | Anti-Social Behavior | 20 |
| Arrest | 3 | Assault & Battery | 1 |
| Assist other Agency- Alarms | 3 | Assist other Agency- Back-up | 2 |
| Assist other Agency- In Progress calls | 7 | Assist other Agency- Medical Call | 1 |
| Assist other Agency- Other | 8 | Assist other Agency- Traffic | 10 |
| Baker Act | 2 | Baker Act-Juvenile | 2 |
| Be on the look-out- BOLO | 3 | Case Follow-Up | 1 |
| Citizen Assist | 9 | Civil Complaint-Legal Advice | 1 |
| Disabled Vehicle (DAV) | 5 | Disturbance | 2 |
| Drunk Person - Business | 1 | Fire Investigation | 2 |
| Found / Lost Property | 6 | Fraud Investigation | 1 |
| Golf Cart Registration | 1 | Patrol | 243 |
| Patrol-School | 115 | Property Check SRO | 55 |
| Property Check-Boat Ramp | 24 | Property Check-Business | 90 |
| Property Check-Residence | 46 | Property Check-Schools/Govt. Bldg. | 84 |
| Property Check-Town Property | 163 | Public Relations | 17 |
| Reckless Driver | 1 | Security Check Request | 9 |
| Sick/Injured Person | 5 | Solicitor Complaint | 1 |
| Stolen/Recovered-Vehicle | 1 | Suicide Investigation-Juvenile | 1 |
| Suspicious Incident | 2 | Suspicious Person | 3 |
| Suspicious Vehicle | 5 | Theft - Grand/Petit | 3 |
| Traffic Crash | 2 | Traffic Stop-Civil Citation | 24 |
| Traffic Stop-Criminal Citation | 4 | Traffic Stop-warning | 33 |
| Traffic Watch | 61 | Trespassing Complaint | 1 |
| Well Being Check | 6 | | |

**Total Number Of Events: 1,109**

# Town Council Closed Monthly Case Report

**05/01/2025 - 05/31/2025**

| Main Status | Parcel Address | Violation Type | Violation Type | Case Date | Date Closed |
|---|---|---|---|---|---|
| Closed | 400 E CROTON WAY | Irrigation | Water | 5/8/2025 | 5/23/2025 |
| Closed | 733 CALABRIA WAY | Irrigation | Water | 5/8/2025 | 5/12/2025 |
| Closed | 217 MESSINA PL | Irrigation | Water | 5/7/2025 | 5/13/2025 |
| Closed | 315 TERRACOTTA TER | Irrigation | Water | 5/7/2025 | 5/23/2025 |
| Closed | 205 S LAKESHORE BLVD | Irrigation | Water | 4/22/2025 | 5/23/2025 |
| Closed | 1101 N LAKESHORE BLVD | Irrigation | Water | 4/17/2025 | 5/23/2025 |
| Closed | 404 W DUPONT CIR | Tree Permit | Permits | 4/8/2025 | 5/30/2025 |
| Closed | 528 AVILA PL | Irrgation | Water | 4/1/2025 | 5/23/2025 |
| Closed | 623 AVILA PL | Irrigation | Water | 4/1/2025 | 5/23/2025 |
| Closed | 704 CALABRIA WAY | Irrigation | Water | 3/7/2025 | 5/14/2025 |
| Closed | 548 AVILA PL | Irrigation | Water | 3/6/2025 | 5/14/2025 |
| Closed | 328 TERRACOTTA TER | Junk Vehicles | Parking | 2/25/2025 | 5/23/2025 |
| Closed | 126 E CYPRESS AVE | Junk | Property Maintenance | 2/21/2025 | 5/14/2025 |
| Closed | 594 VIA BELLA CT | No Permits for Fence | Permits | 2/18/2025 | 5/12/2025 |
| Closed | 552 AVILA PL | Irrigation | Water | 2/14/2025 | 5/14/2025 |
| Closed | 214 E LAUREL AVE | Irrigation | Water | 2/14/2025 | 5/14/2025 |
| Closed | 704 S LAKESHORE BLVD | Dumpster | Zoning Chapter 5 | 11/8/2023 | 5/12/2025 |

| Main Status | Parcel Address | Violation Type | Violation Type | Case Date | Date Closed |
|---|---|---|---|---|---|
| Closed | 138 E CENTRAL AVE | Dumpster | Zoning Chapter 5 | 11/8/2023 | 5/12/2025 |
| Closed | 217 W CENTRAL AVE | Dumpster | Zoning Chapter 5 | 11/8/2023 | 5/12/2025 |
| | | | | | |

**Total Records: 19**

**6/3/2025**

# Town Council Open Monthly Case Report

**05/01/2025 - 05/31/2025**

| Case Date | Parcel Address | Violation Type | Violation Type | Main Status | Date Closed |
|---|---|---|---|---|---|
| 5/27/2025 | 587 AVILA PL | Illicit Discharge | Storm Water | Open | |
| 5/20/2025 | 103 SIXTH AVE | Landscape | Zoning Chapter 7 | Open | |
| 5/20/2025 | 412 E REVELS RD | Landscape | Zoning Chapter 7 | Open | |
| 5/19/2025 | 108 S MARE AVE | Temporary Carport | Zoning Chapter 5 | Open | |
| 5/19/2025 | 201 S MARE AVE | Overgrowth | Property Maintenance | Open | |
| 5/19/2025 | 704 S LAKESHORE BLVD | No Permits | Permits | Open | |
| 5/16/2025 | 200 S PALM AVE | Junk Accumulation | Property Maintenance | Open | |
| 5/15/2025 | 510 E REVELS RD | Junk Vehicles | Property Maintenance | Open | |
| 5/8/2025 | 400 E CROTON WAY | Irrigation | Water | Closed | 5/23/2025 |
| 5/8/2025 | 733 CALABRIA WAY | Irrigation | Water | Closed | 5/12/2025 |
| 5/7/2025 | 217 MESSINA PL | Irrigation | Water | Closed | 5/13/2025 |
| 5/7/2025 | 315 TERRACOTTA TER | Irrigation | Water | Closed | 5/23/2025 |
| 5/5/2025 | 504 MISSION LN | Pool not secure | Property Maintenance | Open | |
| | | | | | |

**Total Records: 13**

**6/3/2025**

# Lake County Fire Rescue

315 W. Main Street Tavares, FL 32778

# Howey Monthly Report

Report Dates: April 01 2025 to April 30 2025

| Summary of incident types within municipality | |
|---|---|
| CHEST PAIN | 1 |
| ALARMS | 1 |
| UNKNOWN PROBLEM | 2 |
| FALLS | 1 |
| TRAUMATIC INJURIES | 1 |
| TRAFFIC COLLISION/TRANSPORTATION | 1 |
| SICK PERSON | 3 |
| UNCONSCIOUS/FAINTING | 3 |
| CARDIAC ARREST | 1 |
| ASSAULT | 1 |
| STROKE | 1 |
| SEIZURES | 1 |
| OUTSIDE FIRE | 2 |

**TOTAL CALLS FOR SERVICE: 19**

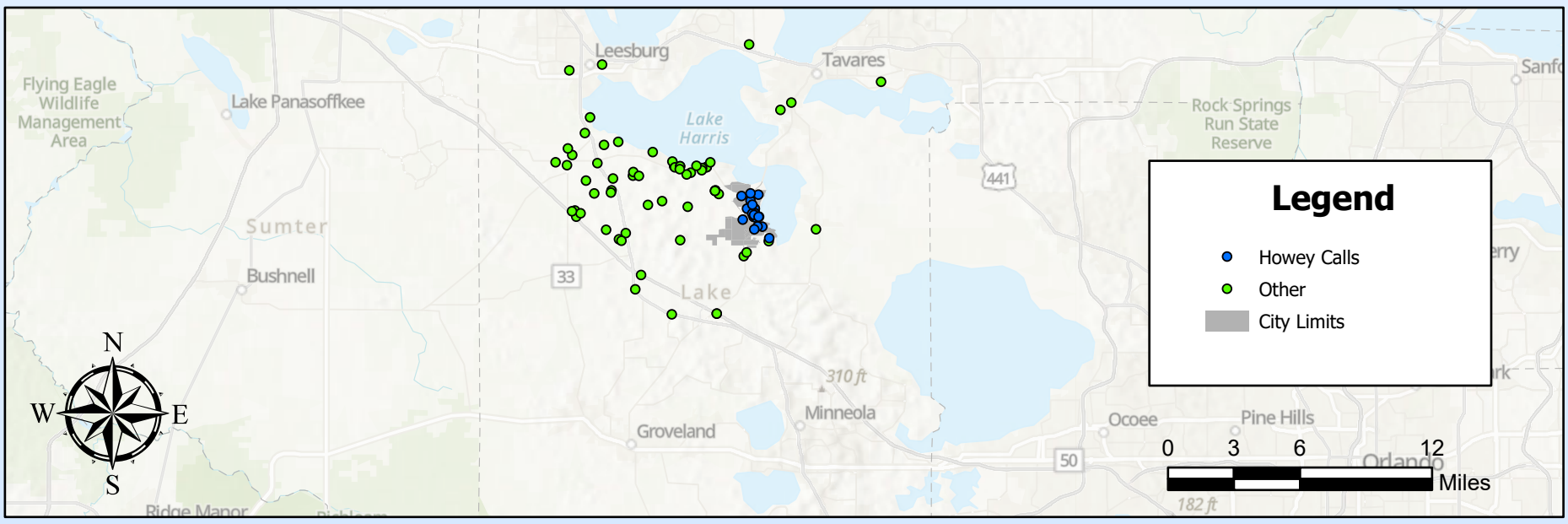
| Summary of incident types outside municipality | |
|---|---|
| TRAUMATIC INJURIES | 1 |
| CHEST PAIN | 6 |
| HEMORRHAGE/LACERATIONS | 1 |
| VEGETATION/WILDLAND/BRUSH/GRASS FIRE | 3 |
| ASSAULT | 1 |
| SEIZURES | 1 |
| FALLS | 11 |
| FUEL SPILL/FUEL ODOR | 1 |
| OUTSIDE FIRE | 1 |
| MOTOR VEHICLE COLLISION | 4 |
| BREATHING PROBLEMS | 5 |
| TRAFFIC COLLISION/TRANSPORTATION | 6 |
| INTERFACILITY EVALUATION/TRANSFER | 1 |
| DIABETIC PROBLEMS | 2 |
| ELECTRICAL HAZARD | 1 |
| SICK PERSON | 6 |
| UNCONSCIOUS/FAINTING | 5 |
| OVERDOSE/POISONING | 1 |
| STROKE | 1 |
| ABDOMINAL PAIN | 1 |
| ALARMS | 1 |
| STRUCTURE FIRE | 3 |
| BIKEFEST | 1 |
| PSYCHIATRIC/SUICIDE ATTEMPT | 1 |

**TOTAL CALLS FOR SERVICE: 65**

| INCIDENT SUMMARY DETAILS | DISPATCHED | CANCELLED | ON SCENE |
|---|---|---|---|
| TOWN OF HOWEY | 19 | 3 | 16 |
| ALL OTHER AREAS | 65 | 17 | 48 |

| HIGH ACUITY CALLS | DISPATCHED | AVERAGE | 90th PERCENTILE |
|---|---|---|---|
| TOWN OF HOWEY | 1 | 6:26 | 6:26 |
| ALL OTHER AREAS | 5 | 10:40 | 13:07 |

## Incident Locations



# Lake County Fire Rescue

315 W. Main Street Tavares, FL 32778

# Howey Monthly Report

Report Dates: May 01 2025 to May 31 2025

| Summary of incident types within municipality | |
|---|---|
| SERVICE CALL | 1 |
| FALLS | 4 |
| ALARMS | 3 |
| EYE PROBLEMS | 1 |
| MOTOR VEHICLE COLLISION | 1 |
| ADVANCED SEND | 1 |
| ABDOMINAL PAIN | 1 |
| ASSAULT | 2 |
| CHEST PAIN | 1 |
| SICK PERSON | 2 |
| STRUCTURE FIRE | 2 |
| ELECTRICAL HAZARD | 1 |
| UNCONSCIOUS/FAINTING | 1 |
| TRAUMATIC INJURIES | 1 |
| OUTSIDE FIRE | 1 |

**TOTAL CALLS FOR SERVICE: 23**

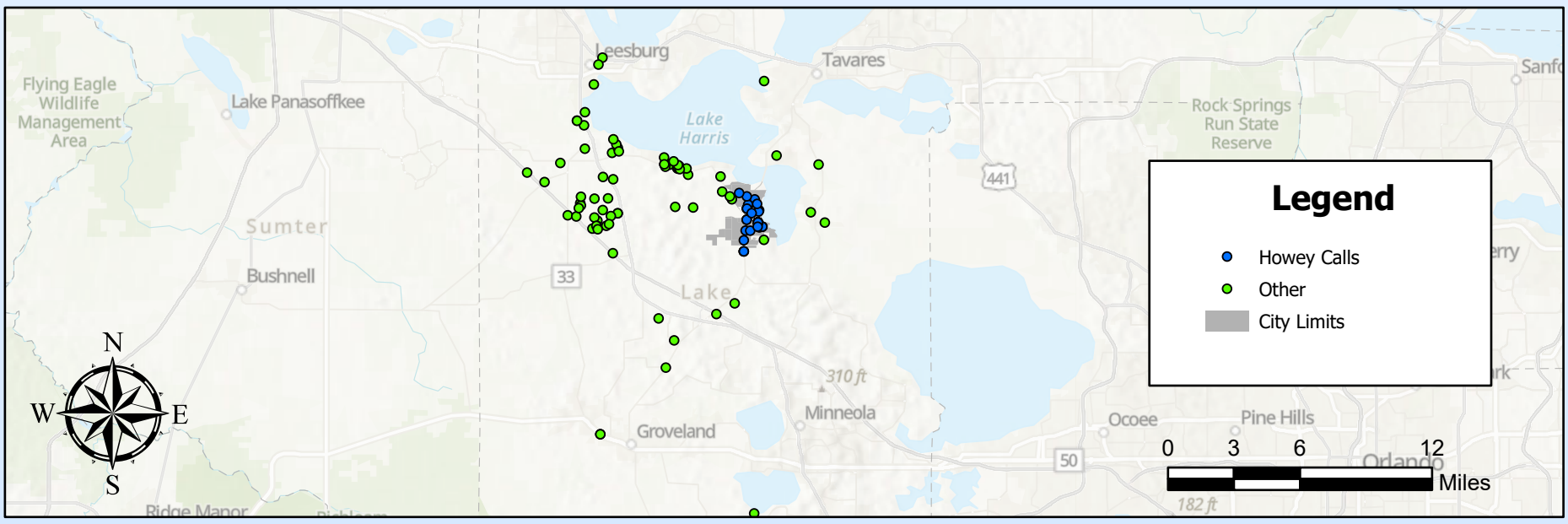
| Summary of incident types outside municipality | |
|---|---|
| ALLERGIC REACTION | 1 |
| BREATHING PROBLEMS | 2 |
| SICK PERSON | 12 |
| TRAUMATIC INJURIES | 2 |
| SERVICE CALL | 3 |
| MOTOR VEHICLE COLLISION | 8 |
| GAS LEAK/GAS ODOR | 3 |
| BACK PAIN | 1 |
| OVERDOSE/POISONING | 2 |
| UNKNOWN PROBLEM | 2 |
| STROKE | 6 |
| HEART PROBLEMS | 2 |
| OUTSIDE FIRE | 3 |
| CHEST PAIN | 2 |
| UNCONSCIOUS/FAINTING | 5 |
| FALLS | 11 |
| DIABETIC PROBLEMS | 2 |
| HEADACHE | 1 |
| TRAFFIC COLLISION/TRANSPORTATION | 1 |
| STRUCTURE FIRE | 4 |
| VEHICLE FIRE | 1 |
| LIGHTNING STRIKE | 1 |
| ALARMS | 2 |

**TOTAL CALLS FOR SERVICE: 77**

| INCIDENT SUMMARY DETAILS | DISPATCHED | CANCELLED | ON SCENE |
|---|---|---|---|
| TOWN OF HOWEY | 23 | 3 | 20 |
| ALL OTHER AREAS | 77 | 23 | 54 |

| HIGH ACUITY CALLS | DISPATCHED | AVERAGE | 90th PERCENTILE |
|---|---|---|---|
| TOWN OF HOWEY | 2 | 6:46 | 6:46 |
| ALL OTHER AREAS | 2 | 10:58 | 11:21 |

## Incident Locations



# Public Works

## May 2025 – Monthly Report

| Activity | Location/ Address | Notes |
|---|---|---|
| Road Maintenance / Potholes | | |
| Stormwater/Drainage | | |
| Street Signs | N. Lakeshore & E. Pine | Replaced Speed Limit sign |
| Sidewalk Maintenance/Repair | | |
| Building Maintenance | | |
| Grounds Maintenance | Blevins Park<br>Central Park<br>Griffin Park<br>Town Hall<br>Town Hall/Library/PD<br>Library<br>Sara Maude Mason Nature Preserve | Ground Maintenance; Planted new tree<br>Swing set area and Playground area maintenance<br>Swing set area and Playground area maintenance<br>Water Fountain maintenance<br>Landscape maintenance – weeding<br>PW removed weeds from garden beds and trimmed hedges<br>Weekly cleanup maintenance (leaves and litter)<br>Raised bat box at Sara Maude<br>Installed benches at Sara Maude |
| Tree Trimming/Tree Removal/Stump Removal | Island Dr.<br>E. Gardenia St. | PW Staff removed tree limb overhanging the roadway.<br>Tree Contractor trimmed trees prior to road project |
| Mowing/Weed Eating | Main Water Plant<br>Well # 3<br>Lakeshore Blvd<br>Cemetery<br>Blevins Park | Monthly Maintenance mowing, weed eating and edging.<br>Monthly Mowing of Town Right of Way<br>9 Acre – Town Owned Parcel |
| Pre-Grade Inspections<br>Landscape/Irrigation Inspections<br>Sidewalk Inspections | In Field Lots | 0 – Final Lot Grading Inspection |
| Lot Grading Plan Reviews<br>Landscape/Irrigation Plan Reviews | In Field Lots | 0 – Lot Grading Plan/Landscape/Irrigation Reviews<br>7 – Lot Grading Plan Reviews |
| Pool Inspections | In Field Lots | 1 – Pre Grade Inspections<br>3 – Final Lot Grade Inspections |

**Additional Updates:**

- LCWA Stormwater Grant Update:
  - The Public Works Director is in contact with LCWA for all grant reports and requirements.
  - The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation.
  - The Town Engineer has completed an update design.
  - Stormwater Project RFB will be open October 2024.
  - Bid Proposals came in higher than Budgeted Grant.
  - Town Staff has been awarded additional LCWA Grant Funding.

- FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:
  - Grants have been awarded from FDEM/FEMA; Staff is awaiting Grant Agreements.
  - FDEM/FEMA Contracts for Lift Station #1 and #2 Bypass Pumps have been approved by Council.
  - CDBG Grant has been awarded to cover Local Funding (Town Funding) for both Lift Stations.
  - Both Lift Station Bypass Pump RFPs have been finished and awaiting legal review, will open soon.

- 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 PS Director are working with residents on right of way and replat.
  - The Town Surveyor has started the replat.
  - Paqco Paving has been awarded the Road Reconstruction Project: Start Date TBD
  - Town Staff have reviewed the replat documents, awaiting signed and sealed copies for legal review.
  - Town Staff is awaiting Final Replat with property signature to present to Town Council.
  - Paquette Paving company will start laying out the road construction realignment and removing trees in the second week of March
  - Town staff awaiting legal review of replat.

# Public Utilities

## May 2025– Monthly Report

| Activity | Location/ Address | Notes |
|---|---|---|
| Service orders | Throughout town | 30 Service orders |
| Utility locates | Throughout town | 72 utility locates |
| Well 3 | Well 3 | Repair broken feed line inside of well house |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Parks and Recreation Board Monthly Report**
**May 2025**

At the Parks and Recreation Advisory Board Meeting on May 8th, 2025, the board members approved the minutes from the April meeting and provided updates on the condition of Town parks. Reports indicated that the cemetery, Central Park, Blevins Park, and Griffin Park were generally in good condition, with minor issues such as curbing shifts at Blevins Park and weed growth on the Sara Maude Mason Boardwalk. Public Services Director Morgan Cates noted that all flags had been replaced at Blevins Park, Central Park, and the cemetery. Additionally, repairs for the Central Park basketball court had been added to the Town's Capital Improvement Plan (CIP).

The board also discussed upcoming projects. Mr. Cates announced that the Town had received a quote for the Boat Ramp replacement and that the project was approved for the next budget cycle. He also informed the board that a combined Request for Proposals (RFP) would be issued for the reconstruction of Finger Piers in the coming year. No board or public comments were made, and the meeting adjourned at 6:11 p.m.



# Library Report May

## A Look Backwards

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Circulation Statistics

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05

Summary

# Introduction



Welcome to the May Library Report, where we take a look back at the exciting happenings of the past month.

From engaging programs to growing circulation numbers, the library has been a bustling hub of activity.

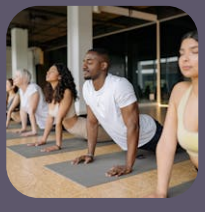
Join us as we explore the highlights of May, showcasing the impact of our services on the community.




# Program Highlights

The library buzzed with a variety of programs last month, engaging all ages and fostering community connection.

## Program Highlights



### Yoga, Zumba, & Meditation

Classes saw strong participation, promoting health and wellness.



### Kids' Activities

Children of all ages enjoyed chess, robotics, Pokemon club meetings, and an afternoon movie at the library.



### Recreation

Weekly gatherings of Canasta and Mahjong brought together game enthusiasts for friendly matches and lively conversation.

# Circulation Statistics

## A Look at Usage



The library saw a steady flow of patrons this month, with a total of 2,700 physical and digital items checked out. This was an increase from the previous month's circulation number of 2035.

The most popular categories were fiction, non-fiction, and audiobooks, highlighting the library's role in providing a variety of reading materials.

Children's books also saw significant circulation, demonstrating the library's impact on early literacy.

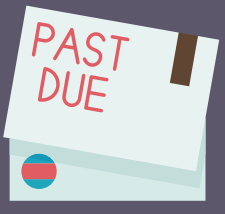
These statistics reflect the community's continued reliance on the library as a source of entertainment, education, and information.




# Financial Overview

The library's financial performance reflects a commitment to providing valuable services at an affordable price.

## Financial Insights




### Late Fees

The library received $27.80 in fines for items returned late.



### Copies & Prints

We received $130.50 for copies and prints.

### Impact Fees

We received approval from the County Library Advisory Board for $200,000 for the design phase of the library expansion.

# Summary

May was a month of growth and engagement for the library, showcasing the positive impact of our programs and resources.

We look forward to continuing to serve our community and provide opportunities for learning, connection, and entertainment in the months to come.

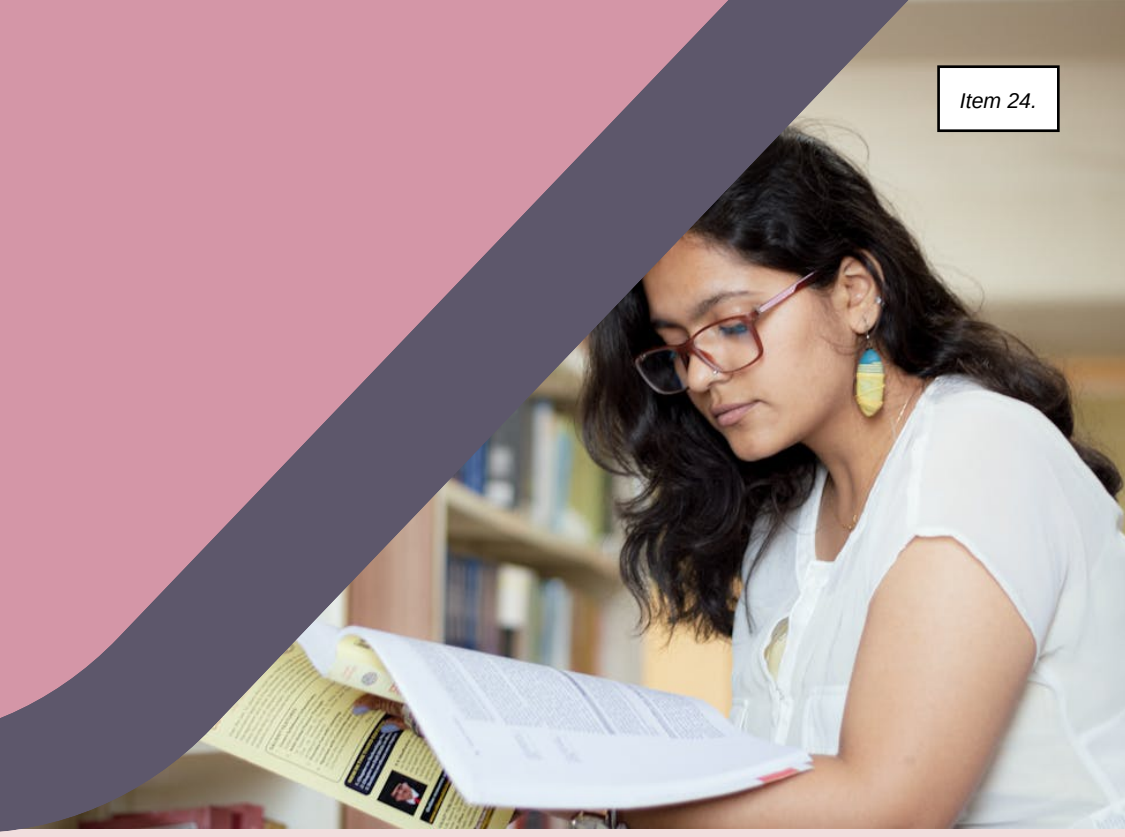




# Library Report April

## A Look Backwards

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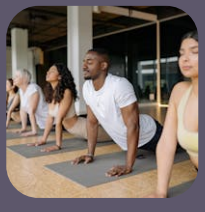
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## Program Highlights



### Yoga, Zumba, & Meditation

Classes saw strong participation, promoting health and wellness.



### Kids' Activities

Children of all ages enjoyed chess, robotics, Pokemon club meetings, and an afternoon movie at the library.



### Recreation

Weekly gatherings of Canasta and Mahjong brought together game enthusiasts for friendly matches and lively conversation.

# Circulation Statistics

## A Look at Usage

The library saw a steady flow of patrons last month, with a total of 2,035 items checked out. This was an increase from the previous month's circulation number of 1627.



The most popular categories were fiction, non-fiction, and audiobooks, highlighting the library's role in providing a variety of reading materials.

Children's books also saw significant circulation, demonstrating the library's impact on early literacy.

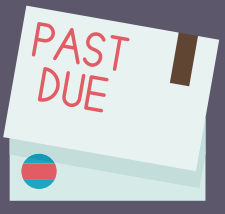
These statistics reflect the community's continued reliance on the library as a source of entertainment, education, and information.




# Financial Overview

The library's financial performance reflects a commitment to providing valuable services within a responsible budget.

## Financial Insights




### Late Fees

The library received $75.45 in fines for items returned late.



### Copies & Prints

We received $115.65 for copies and prints.

# Summary

April was a month of growth and engagement for the library, showcasing the positive impact of our programs and resources.

We look forward to continuing to serve our community and provide opportunities for learning, connection, and entertainment in the months to come.



# Town of Howey-in-the-Hills
# Financial Report for Period April 2025



**GENERAL FUND REVENUES**

| Account Description | Account | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | YTD % | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Ad Valorem Taxes | 311100 | 10,000 | 10,399 | 399 | 1,590,000 | 1,594,899 | 4,899 | 100% | 1,601,518 |
| U.S.T. - Electricity | 314100 | 16,000 | 16,868 | 868 | 96,717 | 118,271 | 21,554 | 71% | 167,000 |
| U.S.T. - Water | 314300 | 7,500 | 7,943 | 443 | 51,276 | 48,077 | (3,199) | 53% | 90,721 |
| U.S.T. - Propane | 314800 | 208 | 1,411 | 1,203 | 1,458 | 2,021 | 563 | 81% | 2,500 |
| CST - Communications Services Tax | 315100 | 5,696 | 7,274 | 1,578 | 45,438 | 47,435 | 1,997 | 69% | 68,348 |
| Town Business Tax Receipt | 321100 | 50 | 60 | 10 | 1,150 | 2,330 | 1,180 | 106% | 2,200 |
| Admin Fee (Town - 100%) | 322102 | 0 | 591 | 591 | 0 | 3,829 | 3,829 | | 0 |
| Developer Fees Pd to Town | 322201 | 2,000 | 2,000 | 0 | 68,542 | 9,000 | (59,542) | 8% | 117,500 |
| Variance Fees | 322202 | 667 | 0 | (667) | 3,467 | 400 | (3,067) | 5% | 8,000 |
| Thompson Grove Development Fees | 322218 | 0 | 0 | 0 | 0 | 400 | 400 | | 0 |
| Building Permit Technology Fee | 322309 | 0 | 591 | 591 | 0 | 3,828 | 3,828 | | 0 |
| Franchise Fee - Electric | 323100 | 11,000 | 11,953 | 953 | 75,009 | 86,942 | 11,933 | 63% | 139,000 |
| Franchise Fee - Sprint Tower Lease | 323202 | 3,420 | 3,386 | (34) | 23,941 | 23,702 | (239) | 58% | 41,042 |
| Franchise Fee - Gas | 323400 | 250 | 295 | 45 | 2,750 | 3,057 | 307 | 61% | 5,000 |
| Franchise Fee - Solid Waste | 323700 | 300 | 379 | 79 | 992 | 1,298 | 306 | 76% | 1,700 |
| Cemetery Fees-Permits | 329500 | 0 | 0 | 0 | 50 | 555 | 505 | 1110% | 50 |
| Marianne Beck Library, E-Rate | 331750 | 0 | 0 | 0 | 0 | 8,100 | 8,100 | | 0 |
| State Grant - Public Safety | 334200 | 40,860 | 0 | (40,860) | 47,860 | 53,990 | 6,130 | 113% | 47,860 |
| State Grant - Other Physical Environment | 334390 | 0 | 0 | 0 | 30,546 | 30,546 | 0 | 25% | 121,069 |
| State Revenue Sharing Proceeds | 335125 | 4,496 | 3,861 | (634) | 31,469 | 23,582 | (7,887) | 44% | 53,947 |
| SRS - Alcoholic Beverage License | 335150 | 0 | 0 | 0 | 1,419 | 1,479 | 60 | 104% | 1,419 |
| SRS- Local Govt. 1/2 Cent Sales Tax | 335180 | 10,255 | 11,898 | 1,643 | 71,787 | 74,193 | 2,406 | 60% | 123,063 |
| Lake County Water Authority Grant - Stormwater | 337310 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 82,280 |
| Library Interlocal Agreement | 337710 | 4,530 | 4,530 | (0) | 31,708 | 40,510 | 8,803 | 75% | 54,354 |
| Library Expansion - Impact Fees Funds | 337720 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 20,707 |
| Lake County Business Tax Receipt | 338200 | 41 | 0 | (41) | 291 | 0 | (291) | 0% | 500 |
| Interest from Tax Collector | 338900 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 10 |
| Public Record Requests | 341901 | 25 | 0 | (25) | 175 | 0 | (175) | 0% | 300 |
| Smoker Rental | 341903 | 50 | (50) | (100) | 350 | 50 | (300) | 8% | 600 |
| Lien Search Charges | 341920 | 417 | 300 | (117) | 2,917 | 2,540 | (377) | 51% | 5,000 |
| School Resource Officer Services | 342910 | 0 | 0 | 0 | 100,000 | 100,984 | 984 | 50% | 201,434 |
| Outside Security Services | 342960 | 0 | 0 | 0 | 12,000 | 11,865 | (135) | 99% | 12,000 |
| Sanitation Revenue | 343500 | 31,352 | 32,397 | 1,045 | 219,465 | 222,624 | 3,159 | 59% | 376,225 |
| Boat Ramp Decals | 343920 | 333 | 480 | 147 | 2,333 | 3,315 | 982 | 83% | 4,000 |
| Golf Cart Permits | 343930 | 83 | 50 | (33) | 583 | 275 | (308) | 28% | 1,000 |
| Miscellaneous Sales | 343999 | 75 | 0 | (75) | 525 | 0 | (525) | 0% | 900 |
| Library copies/Faxes | 347101 | 83 | 83 | 0 | 583 | 405 | (179) | 40% | 1,000 |
| Service Charge - Special Events | 347400 | 200 | 315 | 115 | 400 | 940 | 540 | 235% | 400 |
| Court Fines & Forfeits | 351100 | 833 | 196 | (637) | 5,833 | 3,455 | (2,379) | 35% | 10,000 |
| Library - Fines | 352100 | 67 | 81 | 14 | 467 | 480 | 13 | 60% | 800 |
| Interest Earnings | 361100 | 2,185 | 3,287 | 1,102 | 15,293 | 17,990 | 2,697 | 69% | 26,216 |
| Pd Vest Grant | 363400 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 2,500 |
| Disposition of Fixed Assets | 364000 | 0 | 7,845 | 0 | 0 | 7,845 | 0 | | 0 |
| Sale - Cemetery Lots | 364100 | 0 | 0 | 0 | 1,000 | 6,660 | 5,660 | 666% | 1,000 |
| Donation Historic Board | 366930 | 250 | 0 | (250) | 500 | 730 | 230 | 146% | 500 |
| Donations - Special Events | 366990 | 6,000 | 26,140 | 20,140 | 12,000 | 31,960 | 19,960 | 266% | 12,000 |
| SETTLEMENTS | 369300 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 500 |
| Miscellaneous Revenue | 369900 | 0 | 1,219 | 1,219 | 0 | 2,549 | 2,549 | | 0 |
| Police Fees Collected | 369910 | 0 | 25 | 25 | 300 | 1,291 | 991 | 430% | 300 |
| Due From Other Funds | 381131 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 200,000 |
| Use Of Fund Balance | 389900 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 116,764 |
| Total General Fund Revenues | | 159,227 | 155,806 | (11,266) | 2,550,593 | 2,594,402 | 35,964 | 70% | 3,723,227 |

NOTE; THE FIGURES IN THIS REPORT ARE CORRECT AT THE DATE SHOWN BUT ARE NOT AUDITED 6/6/2025

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

*Pending budget amendment

# Town of Howey-in-the-Hills
# Financial Report for Period April 2025



| GENERAL FUND EXPENDITURE SUMMARY | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | Var % | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Legislative | 511000 | 4,941 | 5,428 | (487) | 21,400 | 22,125 | (725) | 64% | 34,339 |
| Executive | 512000 | 3,476 | 2,591 | 885 | 25,564 | 23,003 | 2,561 | 53% | 43,232 |
| Financial And Administrative | 513000 | 21,030 | 19,598 | 1,432 | 230,186 | 214,659 | 15,527 | 54% | 397,933 |
| Legal Counsel | 514000 | 26,083 | 6,796 | 19,288 | 182,583 | 75,487 | 107,096 | 24% | 313,000 |
| Comprehensive Planning | 515000 | 17,300 | 24,565 | (7,265) | 79,367 | 74,866 | 4,500 | 58% | 130,000 |
| Public Works | 519000 | 22,446 | 16,062 | 6,384 | 142,558 | 101,833 | 40,725 | 44% | 233,566 |
| Law Enforcement | 521000 | 143,304 | 91,542 | 51,761 | 837,575 | 798,279 | 39,296 | 61% | 1,316,291 |
| Other Public Safety-Code Enforcement | 529000 | 5,780 | 5,459 | 321 | 46,604 | 42,735 | 3,869 | 53% | 80,956 |
| Garbage/Solid Waste Control Services | 534000 | 28,000 | 27,944 | 56 | 191,105 | 191,586 | (480) | 59% | 324,253 |
| Stormwater Maintenance | 538000 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 259,250 |
| Other Physical Environment-Cemetery | 539000 | 202 | 112 | 90 | 1,231 | 939 | 292 | 39% | 2,430 |
| Library | 571000 | 15,870 | 10,686 | 5,184 | 116,615 | 95,623 | 20,991 | 50% | 192,976 |
| Parks & Recreation | 572000 | 5,407 | 237 | 5,170 | 39,657 | 20,633 | 19,024 | 32% | 65,500 |
| Historical Preservation | 573000 | 2,146 | 0 | 2,146 | 13,426 | 250 | 13,176 | 1% | 25,753 |
| Special Events | 574000 | 3,700 | 3,660 | 40 | 29,433 | 25,094 | 4,339 | 75% | 33,500 |
| Other Non Operating Uses Proprietary Funds | 950 | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 270,248 |
| Total General Fund Expenditure | | 299,684 | 214,679 | 85,005 | 1,957,304 | 1,687,112 | 270,192 | 45% | 3,723,227 |
| | | - | - | - | - | - | - | | |
| Current Increase (Decrease) to Reserves: | | | (58,873) | | | 907,290.15 | | | |

BANK BALANCES

| Bank Balances- Per Balance Sheet | | Opening Balance | Debit/Credit | Closing Balance | Opening Balance | YTD Debit/Credit | Closing Balance | |
|---|---|---|---|---|---|---|---|---|
| General Fund | 1 | 1,655,411 | (30,970) | 1,624,440 | 557,603 | 1,066,837 | 1,624,440 | 191% |
| Police Advanced Training Fund | 120 | 2,259 | 997 | 3,257 | 1,548 | 1,708 | 3,257 | 110% |
| Automation/Telecommunication Fund | 125 | 62 | 0 | 62 | 62 | 0 | 62 | 0% |
| Special Law Enforcement Trust Fund | 126 | 2,434 | 0 | 2,434 | 2,434 | 0 | 2,434 | 0% |
| Tree Fund | 130 | 1,815 | 0 | 1,815 | 1,815 | 0 | 1,815 | 0% |
| Water Impact Fee Fund | 140 | 334,195 | 1,012 | 335,207 | 347,161 | (11,955) | 335,207 | -3% |
| Parks & Rec Impact Fee Fund | 141 | (154,290) | (49,311) | (203,601) | (27,275) | (176,326) | (203,601) | 646% |
| Police Impact Fee Fund | 142 | 280,482 | 474 | 280,957 | 277,454 | 3,502 | 280,957 | 1% |
| Infrastructure Fund | 150 | 525,959 | 17,119 | 543,078 | 386,377 | 156,701 | 543,078 | 41% |
| Transportation Fund | 152 | (12,716) | 4,446 | (8,271) | 0 | (8,271) | (8,271) | |
| Building Services Fund | 155 | 425,876 | (2,026) | 423,850 | 433,134 | (9,283) | 423,850 | -2% |
| Water Fund | 401 | 565,602 | (220,441) | 345,161 | 860,414 | (515,253) | 345,161 | -60% |
| Wastewater Fund | 402 | 87,845 | 12,194 | 100,039 | 50,000 | 50,039 | 100,039 | 100% |
| Stormwater Fund | 405 | 11,896 | 0 | 11,896 | 11,896 | 0 | 11,896 | 0% |
| Cash in Drawer | | 300 | 0 | 300 | 300 | 0 | 300 | 0% |
| *Total Amount in Money Market Account (These funds are included in the amounts above) | | 2,551,800 | 7,632 | 2,559,433 | 2,159,258 | 400,174 | 2,559,433 | 19% |

# Town of Howey-in-the-Hills
# Financial Report for Period April 2025

**GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT**

| Legislative | 511000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 1,350 | 1,350 | 0 | 9,346 | 9,050 | 296 | | 16,200 |
| Fica | 210 | 84 | 84 | 0 | 581 | 561 | 20 | | 1,004 |
| Medicare | 211 | 20 | 20 | 0 | 138 | 131 | 6 | | 235 |
| Software & Annual Maintenance | 342 | 260 | 266 | (6) | 965 | 962 | 4 | | 1,325 |
| Codification | 347 | 0 | 0 | 0 | 0 | 1,100 | (1,100) | | 0 |
| Travel & Per Diem | 400 | 0 | 200 | (200) | 1,000 | 2,504 | (1,504) | | 1,000 |
| Telephone & Communications | 410 | 177 | 162 | 15 | 1,270 | 1,183 | 87 | | 2,200 |
| Website | 415 | 2,000 | 2,688 | (688) | 2,725 | 2,688 | 37 | | 4,450 |
| Printing - General | 470 | 0 | 0 | 0 | 125 | 177 | (52) | | 125 |
| Employee Appreciation | 493 | 200 | 0 | 200 | 1,350 | 919 | 431 | | 2,500 |
| Dues, Subscriptions, Licenses | 540 | 200 | 0 | 200 | 1,600 | 1,142 | 458 | | 1,800 |
| Training/Education/Tuition | 550 | 450 | 658 | (208) | 1,500 | 1,558 | (58) | | 1,500 |
| Contributions/Donations | 820 | 200 | 0 | 200 | 800 | 150 | 650 | | 2,000 |
| Total Legislative Expenditures | | 4,941 | 5,428 | (487) | 21,400 | 22,125 | (725) | 64% | 34,339 |

| Executive | 512000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 1,895 | 1,825 | 70 | 14,213 | 14,128 | 85 | | 24,636 |
| Fica | 210 | 117 | 106 | 11 | 881 | 825 | 56 | | 1,527 |
| Medicare | 211 | 30 | 25 | 5 | 210 | 193 | 17 | | 357 |
| ICMA Retirement Contribution | 225 | 182 | 182 | (0) | 1,366 | 1,322 | 44 | | 2,372 |
| Life & Health Ins. | 230 | 492 | 454 | 38 | 3,444 | 3,056 | 388 | | 5,901 |
| Workers' Compensation | 240 | 120 | 0 | 120 | 470 | 333 | 137 | | 739 |
| Travel & Per Diem | 400 | 266 | 0 | 266 | 2,132 | 1,575 | 557 | | 3,200 |
| Dues, Subscription, Licenses | 540 | 191 | 0 | 191 | 1,982 | 1,572 | 410 | | 2,300 |
| Training/Education/Tuition | 550 | 183 | 0 | 183 | 866 | 0 | 866 | | 2,200 |
| Total Executive Expenditures | | 3,476 | 2,591 | 885 | 25,564 | 23,003 | 2,561 | 53% | 43,232 |

| Financial And Administrative | 513000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 1,675 | 1,675 | (0) | 12,563 | 12,280 | 283 | | 21,777 |
| Salaries | 120 | 6,177 | 6,009 | 168 | 46,327 | 40,676 | 5,651 | | 80,300 |
| Overtime Wages | 140 | 48 | 12 | 36 | 316 | 38 | 278 | | 521 |
| Fica | 210 | 489 | 469 | 20 | 3,668 | 3,234 | 434 | | 6,361 |
| Medicare | 211 | 114 | 110 | 4 | 856 | 756 | 100 | | 1,488 |
| ICMA Retirement Contribution | 225 | 730 | 684 | 46 | 5,475 | 4,905 | 570 | | 9,493 |
| Life & Health Ins. | 230 | 1,239 | 1,147 | 92 | 8,673 | 7,576 | 1,097 | | 14,867 |
| Workers' Compensation | 240 | 41 | 0 | 41 | 1,287 | 1,187 | 100 | | 1,287 |
| Accounting & Auditing | 320 | 0 | 0 | 0 | 0 | 0 | 0 | | 38,000 |
| Bank Fees | 321 | 0 | 198 | (198) | 600 | 2,863 | (2,263) | | 600 |
| Other Contractual Services | 340 | 0 | 1,021 | (1,021) | 9,000 | 10,331 | (1,331) | | 9,000 |
| Software & Annual Maintenance | 342 | 3,500 | 3,054 | 446 | 10,662 | 8,103 | 2,559 | | 19,300 |
| Codification | 347 | 300 | 0 | 300 | 1,500 | 225 | 1,275 | | 5,000 |
| Pre Employment Screening | 350 | 62 | 0 | 62 | 378 | 0 | 378 | | 750 |
| Travel & Per Diem | 400 | 150 | 142 | 8 | 300 | 224 | 76 | | 3,800 |
| Telephone & Communications | 410 | 1,033 | 939 | 94 | 6,198 | 5,995 | 203 | | 12,400 |
| Website | 415 | 100 | 0 | 100 | 400 | 0 | 400 | | 1,000 |
| Freight/Postage/Shipping | 420 | 500 | 484 | 16 | 2,000 | 1,852 | 148 | | 2,000 |
| Utility Services | 430 | 500 | 492 | 8 | 3,085 | 2,950 | 136 | | 6,000 |
| Rentals & Leases | 440 | 350 | 319 | 31 | 2,435 | 2,315 | 120 | | 2,700 |
| Insurance | 451 | 0 | 0 | 0 | 96,802 | 95,816 | 987 | | 129,690 |
| R & M - Equipment | 460 | 20 | 0 | 20 | 80 | 0 | 80 | | 200 |
| R & M - Computer Maint | 461 | 500 | 0 | 500 | 2,000 | 90 | 1,910 | | 3,000 |
| Printing - General | 470 | 42 | 0 | 42 | 442 | 385 | 58 | | 500 |
| Advertising | 492 | 100 | 89 | 11 | 4,122 | 4,005 | 117 | | 8,000 |
| Office Supplies | 510 | 300 | 0 | 300 | 1,766 | 1,160 | 606 | | 2,800 |
| Operating Supplies | 520 | 2,500 | 2,494 | 6 | 7,000 | 6,596 | 404 | | 12,000 |
| Dues, Subscriptions, Licenses | 540 | 260 | 260 | 0 | 1,050 | 1,097 | (47) | | 1,800 |
| Training/Education/Tuition | 550 | 300 | 0 | 300 | 1,200 | 0 | 1,200 | | 3,300 |
| Total Financial And Administrative Expenditures | | 21,030 | 19,598 | 1,432 | 230,186 | 214,659 | 15,527 | 54% | 397,933 |

# Town of Howey-in-the-Hills
## Financial Report for Period April 2025

| Legal Counsel | 514000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Legal Fees | 316 | 25,000 | 6,703 | 18,297 | 175,000 | 75,105 | 99,895 | | 300,000 |
| Legal Fees-Code Enforcement | 319 | 1,083 | 93 | 990 | 7,583 | 382 | 7,201 | | 13,000 |
| Total Legal Counsel Expenditures | | 26,083 | 6,796 | 19,288 | 182,583 | 75,487 | 107,096 | 24% | 313,000 |

| Comprehesive Planning | 515000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Town Engineering | 316 | 5,300 | 5,300 | 0 | 42,367 | 34,363 | 8,004 | | 70,000 |
| Town Planning | 318 | 12,000 | 19,265 | (7,265) | 37,000 | 40,504 | (3,504) | | 60,000 |
| Total Comprehesive Planning Expenditures | | 17,300 | 24,565 | (7,265) | 79,367 | 74,866 | 4,500 | 58% | 130,000 |

| Public Works | 519000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 1,352 | 1,353 | (0) | 10,142 | 9,759 | 382 | | 17,584 |
| Salaries | 120 | 1,957 | 1,958 | (1) | 14,684 | 15,653 | (969) | | 25,456 |
| Overtime Wages | 140 | 160 | 0 | 160 | 1,565 | 175 | 1,390 | | 5,200 |
| Fica | 210 | 420 | 202 | 218 | 2,425 | 1,557 | 868 | | 2,991 |
| Medicare | 211 | 54 | 47 | 7 | 399 | 364 | 35 | | 699 |
| ICMA Retirement Contribution | 225 | 371 | 68 | 303 | 2,783 | 549 | 2,234 | | 4,824 |
| Life & Health Ins. | 230 | 739 | 739 | 0 | 5,173 | 5,634 | (461) | | 8,868 |
| Workers' Compensation | 240 | 3 | 0 | 3 | 769 | 576 | 193 | | 769 |
| Other Contractual Services | 340 | 11,000 | 10,908 | 92 | 56,400 | 48,873 | 7,527 | | 90,000 |
| Travel & Per Diem | 400 | 42 | 0 | 42 | 292 | 169 | 123 | | 500 |
| Telephone & Communications | 410 | 179 | 143 | 36 | 1,254 | 1,002 | 252 | | 2,150 |
| Utility Services | 430 | 131 | 94 | 37 | 918 | 705 | 213 | | 1,575 |
| Rentals & Leases | 440 | 250 | 0 | 250 | 1,542 | 0 | 1,542 | | 2,500 |
| R & M - Equipment | 460 | 667 | 0 | 667 | 4,667 | 0 | 4,667 | | 8,000 |
| R & M - Computer Maint | 461 | 42 | 0 | 42 | 292 | 0 | 292 | | 500 |
| R & M - Building | 462 | 2,667 | 550 | 2,117 | 18,667 | 1,518 | 17,149 | | 32,000 |
| R & M - Vehicles | 463 | 0 | 0 | 0 | 1,000 | 1,338 | (338) | | 1,000 |
| Office Supplies | 510 | 83 | 0 | 83 | 583 | 0 | 583 | | 1,000 |
| Operating Supplies | 520 | 1,375 | 0 | 1,375 | 11,125 | 8,188 | 2,937 | | 16,500 |
| Gas & Oil | 522 | 667 | 0 | 667 | 5,567 | 4,200 | 1,367 | | 8,000 |
| Uniforms | 523 | 83 | 0 | 83 | 883 | 673 | 211 | | 1,000 |
| Safety Equipment | 524 | 125 | 0 | 125 | 875 | 650 | 225 | | 1,500 |
| Dues, Subscriptions, Licenses | 540 | 25 | 0 | 25 | 175 | 0 | 175 | | 300 |
| Training/Education/Tuition | 550 | 54 | 0 | 54 | 379 | 250 | 129 | | 650 |
| Total Public Services Expenditures | | 22,446 | 16,062 | 6,384 | 142,558 | 101,833 | 40,725 | 44% | 233,566 |

# Town of Howey-in-the-Hills
## Financial Report for Period April 2025

| Law Enforcement | 521000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 12,154 | 12,154 | (0) | 91,153 | 90,800 | 353 | | 158,000 |
| Salaries | 120 | 33,000 | 30,930 | 2,070 | 236,945 | 229,043 | 7,902 | | 404,054 |
| Police - Reserve Salaries | 130 | 1,900 | 880 | 1,020 | 13,363 | 8,163 | 5,201 | | 20,455 |
| Events Payroll | 131 | 1,000 | 250 | 750 | 12,000 | 11,163 | 838 | | 12,000 |
| Overtime Wages | 140 | 2,000 | 1,571 | 429 | 32,023 | 31,689 | 334 | | 47,301 |
| Police - Incentive Pay | 150 | 700 | 680 | 20 | 4,303 | 4,240 | 63 | | 6,840 |
| Fica | 210 | 3,300 | 2,722 | 578 | 23,629 | 22,209 | 1,420 | | 39,048 |
| Medicare | 211 | 750 | 637 | 113 | 5,444 | 5,194 | 250 | | 9,132 |
| Police Retirement Contribution | 220 | 14,279 | 12,748 | 1,531 | 101,925 | 98,782 | 3,142 | | 171,351 |
| Life & Health Ins. | 230 | 12,658 | 12,845 | (187) | 94,111 | 84,439 | 9,672 | | 157,401 |
| Workers' Compensation | 240 | 0 | 0 | 0 | 16,202 | 16,202 | (0) | | 21,602 |
| Other Contractual Services | 340 | 269 | 133 | 135 | 1,882 | 963 | 919 | | 3,226 |
| Software & Annual Maintenance | 342 | 0 | 0 | 0 | 11,700 | 12,273 | (573) | | 11,700 |
| Pre Employment Screening | 350 | 292 | 0 | 292 | 2,042 | 1,292 | 750 | | 3,500 |
| Travel & Per Diem | 400 | 375 | 1,458 | (1,083) | 2,625 | 2,487 | 138 | | 4,500 |
| Telephone & Communications | 410 | 2,200 | 2,234 | (34) | 14,867 | 14,875 | (8) | | 22,000 |
| Freight/Postage/Shipping | 420 | 0 | 0 | 0 | 125 | 82 | 43 | | 300 |
| Utility Services | 430 | 500 | 492 | 8 | 3,500 | 2,950 | 550 | | 6,000 |
| Rentals & Leases | 440 | 500 | 0 | 500 | 34,500 | 33,432 | 1,068 | | 45,100 |
| Insurance | 451 | 2,000 | 0 | 2,000 | 8,461 | 6,432 | 2,029 | | 8,921 |
| R & M - Equipment | 460 | 0 | 686 | (686) | 5,000 | 7,062 | (2,062) | | 5,000 |
| R & M - Computer Maint | 461 | 125 | 0 | 125 | 875 | 14 | 861 | | 1,500 |
| R & M - Building | 462 | 208 | 0 | 208 | 1,458 | 886 | 573 | | 2,500 |
| R & M - Vehicles | 463 | 2,500 | 1,160 | 1,340 | 17,500 | 11,320 | 6,180 | | 30,000 |
| Office Supplies | 510 | 208 | 0 | 208 | 1,458 | 824 | 635 | | 2,500 |
| Operating Supplies | 520 | 2,083 | 0 | 2,083 | 22,583 | 22,930 | (347) | | 25,000 |
| Gas & Oil | 522 | 2,800 | 3,029 | (229) | 19,767 | 19,528 | 239 | | 34,000 |
| Uniforms | 523 | 600 | 0 | 600 | 3,883 | 3,853 | 31 | | 5,000 |
| Weapons | 525 | 417 | 0 | 417 | 4,017 | 4,019 | (3) | | 5,000 |
| Dues, Subscriptions, Licenses | 540 | 125 | 0 | 125 | 875 | 844 | 31 | | 1,500 |
| Training/Education/Tuition | 550 | 500 | 0 | 500 | 3,500 | 1,600 | 1,900 | | 6,000 |
| Cap Outlay - Vehicles | 650 | 40,860 | 0 | 40,860 | 40,860 | 41,756 | (896) | | 40,860 |
| PD Vest Grant - 09/10 | 804 | 5,000 | 6,935 | (1,935) | 5,000 | 6,935 | (1,935) | | 5,000 |
| Total Police Expenditures | | 143,304 | 91,542 | 51,761 | 837,575 | 798,279 | 39,296 | 61% | 1,316,291 |

| Other Public Safety-Code Enforcement | 529000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Salaries | 120 | 3,696 | 3,696 | 0 | 27,720 | 27,632 | 88 | | 48,048 |
| Overtime Wages | 140 | 0 | 0 | 0 | 668 | 104 | 564 | | 1,889 |
| Fica | 210 | 238 | 219 | 19 | 1,771 | 1,652 | 119 | | 3,096 |
| Medicare | 211 | 56 | 51 | 5 | 416 | 386 | 30 | | 724 |
| ICMA Retirement Contribution | 225 | 400 | 370 | 30 | 2,954 | 2,774 | 180 | | 4,994 |
| Life & Health Ins. | 230 | 874 | 940 | (66) | 6,119 | 6,159 | (40) | | 10,494 |
| Workers' Compensation | 240 | 0 | 0 | 0 | 783 | 596 | 186 | | 795 |
| Software & Annual Maintenance | 342 | 60 | 58 | 2 | 1,670 | 406 | 1,264 | | 3,220 |
| Travel & Per Diem | 400 | 30 | 0 | 30 | 530 | 530 | 0 | | 1,000 |
| Telephone & Communications | 410 | 70 | 67 | 3 | 811 | 666 | 145 | | 1,482 |
| Freight/Postage/Shipping | 420 | 50 | 0 | 50 | 250 | 251 | (1) | | 400 |
| Insurance | 451 | 45 | 0 | 45 | 436 | 435 | 2 | | 579 |
| R & M - Vehicles | 463 | 100 | 0 | 100 | 1,100 | 219 | 881 | | 2,000 |
| Printing - General | 470 | 12 | 0 | 12 | 87 | 0 | 87 | | 150 |
| Operating Supplies | 520 | 12 | 0 | 12 | 87 | 5 | 82 | | 150 |
| Gas & Oil | 522 | 60 | 58 | 2 | 555 | 566 | (11) | | 900 |
| Uniforms | 523 | 15 | 0 | 15 | 105 | 0 | 105 | | 180 |
| Dues, Subscriptions, Licenses | 540 | | 0 | 0 | 105 | 105 | 0 | | 105 |
| Training/Education/Tuition | 550 | 62 | 0 | 62 | 437 | 250 | 187 | | 750 |
| Total Other Public Safety-Code Enforcement Expenditures | | 5,780 | 5,459 | 321 | 46,604 | 42,735 | 3,869 | 53% | 80,956 |

| Garbage/Solid Waste Control Services | 534000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Other Contractual Services | 340 | 28,000 | 27,944 | 56 | 191,105 | 191,586 | (480) | | 324,253 |
| Total Garbage/Solid Waste Control Services Expenditures | | 28,000 | 27,944 | 56 | 191,105 | 191,586 | (480) | 59% | 324,253 |

# Town of Howey-in-the-Hills
## Financial Report for Period April 2025

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

| Other Physical Environment (Cemetery) | 539000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Software & Annual Maintenance | 342 | 77 | 0 | 77 | 356 | 0 | 356 | | 930 |
| Utility Services | 430 | 125 | 112 | 13 | 875 | 939 | (64) | | 1,500 |
| Total Other Physical Environment (Cemetery) Expenditures | | 202 | 112 | 90 | 1,231 | 939 | 292 | 39% | 2,430 |

| Library | 571000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 4,300 | 4,308 | (8) | 32,250 | 34,749 | (2,499) | | 55,902 |
| Salaries | 120 | 2,440 | 2,455 | (15) | 18,299 | 18,200 | 99 | | 31,712 |
| Overtime Wages | 140 | 350 | 57 | 293 | 2,000 | 926 | 1,074 | | 2,000 |
| Fica | 210 | 428 | 417 | 11 | 3,209 | 3,298 | (89) | | 5,556 |
| Medicare | 211 | 100 | 97 | 3 | 749 | 771 | (22) | | 1,299 |
| ICMA Retirement Contribution | 225 | 690 | 467 | 223 | 5,173 | 4,108 | 1,065 | | 8,961 |
| Life & Health Ins. | 230 | 1,750 | 894 | 856 | 12,250 | 6,211 | 6,039 | | 20,998 |
| Workers' Compensation | 240 | 0 | 0 | 0 | 1,070 | 1,070 | (0) | | 1,427 |
| Other Contractual Services | 340 | 700 | 667 | 33 | 4,733 | 4,671 | 62 | | 5,000 |
| Software & Annual Maintenance | 342 | 115 | 116 | (1) | 805 | 812 | (7) | | 1,380 |
| Pre Employment Screening | 350 | 13 | 0 | 13 | 88 | 0 | 88 | | 150 |
| Travel & Per Diem | 400 | 42 | 0 | 42 | 292 | 161 | 130 | | 500 |
| Telephone & Communications | 410 | 331 | 94 | 237 | 3,980 | 5,159 | (1,179) | | 3,980 |
| Freight/Postage/Shipping | 420 | 0 | 0 | 0 | 100 | 73 | 27 | | 100 |
| Utility Services | 430 | 1,114 | 1,114 | 0 | 7,114 | 6,053 | 1,061 | | 12,000 |
| R & M - Computer Maint | 461 | 13 | 0 | 13 | 88 | 0 | 88 | | 150 |
| Promotional Activities | 480 | 166 | 0 | 166 | 1,166 | 482 | 684 | | 2,000 |
| Employee Appreciation | 493 | 41 | 0 | 41 | 291 | 0 | 291 | | 500 |
| Office Supplies | 510 | 83 | 0 | 83 | 583 | 136 | 447 | | 1,000 |
| Operating Supplies | 520 | 500 | 0 | 500 | 3,500 | 1,497 | 2,003 | | 6,000 |
| Dues, Subscriptions, Licenses | 540 | 29 | 0 | 29 | 204 | 313 | (109) | | 350 |
| Training/Education/Tuition | 550 | 75 | 0 | 75 | 525 | 0 | 525 | | 900 |
| Cap Outlay - Books & Publications LIBRARY ONLY | 660 | 2,558 | 0 | 2,558 | 17,912 | 6,932 | 10,980 | | 30,707 |
| Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY) | 662 | 33 | 0 | 33 | 235 | 0 | 235 | | 404 |
| Total Library Expenditures | | 15,870 | 10,686 | 5,184 | 116,615 | 95,623 | 20,991 | 50% | 192,976 |

| Parks And Recreation | 572000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Other Contractual Services | 340 | 667 | 0 | 667 | 4,667 | 1,150 | 3,517 | | 8,000 |
| Utility Services | 430 | 240 | 237 | 3 | 1,990 | 1,539 | 451 | | 3,500 |
| R & M - Equipment | 460 | 4,167 | 0 | 4,167 | 29,167 | 14,500 | 14,667 | | 50,000 |
| R & M - Recreation Equip | 468 | 83 | 0 | 83 | 583 | 0 | 583 | | 1,000 |
| Operating Supplies | 520 | 250 | 0 | 250 | 3,250 | 3,444 | (194) | | 3,000 |
| Total Parks & Recreation Expenditures | | 5,407 | 237 | 5,170 | 39,657 | 20,633 | 19,024 | 32% | 65,500 |

| Historical Preservation | 573000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Telephone & Communications | 410 | 5 | 0 | 5 | 35 | 0 | 35 | | 60 |
| Office Supplies | 510 | 83 | 0 | 83 | 583 | 0 | 583 | | 1,000 |
| Operating Supplies | 520 | 1,667 | 0 | 1,667 | 11,667 | 0 | 11,667 | | 20,000 |
| Other Non Operating Uses Proprietary Funds | 950 | 391 | 0 | 391 | 1,141 | 250 | 891 | | 4,693 |
| Total Historical Preservation Expenditures | | 2,146 | 0 | 2,146 | 13,426 | 250 | 13,176 | 1% | 25,753 |

| Special Events | 574000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Other Contractual Services | 340 | 0 | 0 | 0 | 22,500 | 19,851 | 2,649 | | 22,500 |
| Special Events | 343 | 3,700 | 3,660 | 40 | 6,933 | 5,243 | 1,690 | | 11,000 |
| Total Special Events Expenditures | | 3,700 | 3,660 | 40 | 29,433 | 25,094 | 4,339 | 75% | 33,500 |

# Town of Howey-in-the-Hills
# Financial Report for Period April 2025

| POLICE ADVANCED TRAINING FUND | 120 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Police Advanced Training Fund Revenues | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Local Law Enforcement Education | 351130 | 750 | 997 | 247 | 1,500 | 1,709 | 209 | | 1,500 |
| Total Police Advanced Training Fund Revenues | | 750 | 997 | 247 | 1,500 | 1,709 | 209 | 114% | 1,500 |
| | | | | | | | | | |
| Police Advanced Training Fund Expenditures | 521000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Travel & Per Diem | 400 | 21 | 0 | 21 | 246 | 0 | 246 | | 250 |
| Training/Education/Tuition | 550 | 21 | 0 | 21 | 246 | 0 | 246 | | 250 |
| Other Non Operating Uses Proprietary Funds | 950 | 83 | 0 | 83 | 383 | 0 | 383 | | 1,000 |
| Total Police Advanced Training Fund Expenditures | | 125 | 0 | 125 | 875 | 0 | 875 | 0% | 1,500 |
| | | | | | | | | | |
| TREE FUND | 130 | | | | | | | | |
| Tree Fund Revenues | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Code Enforcement Tree Fine | 354300 | 0 | 0 | 0 | 0 | 0 | 0 | | 1,000 |
| Total Tree Fund Revenues | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 1,000 |
| | | | | | | | | | |
| Tree Fund Expenditures | 572000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Other Non Operating Uses Proprietary Funds | 950 | 0 | 0 | 0 | 300 | 0 | 300 | | 1,000 |
| Total Tree Fund Expenditures | | 0 | 0 | 0 | 300 | 0 | 300 | 0% | 1,000 |
| | | | | | | | | | |
| WATER IMPACT FEE FUND | 140 | | | | | | | | |
| Water Impact Fee Fund Revenues | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Water Impact Fees | 322306 | 0 | 0 | 0 | 0 | 0 | 0 | | 15,750 |
| State Grant - Water Supply System | 334310 | 0 | 0 | 0 | 0 | 86,241 | 86,241 | | 0 |
| Interest Earnings | 361100 | 1,025 | 1,012 | (13) | 7,173 | 7,472 | 299 | | 12,296 |
| Total Water Impact Fee Fund Revenues | | 1,025 | 1,012 | (13) | 7,173 | 93,713 | 86,540 | 334% | 28,046 |
| | | | | | | | | | |
| Water Impact Fee Fund Expenditures | 533000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Cap Outlay - Equipment | 640 | 0 | 0 | 0 | 0 | 111,293 | (111,293) | | 0 |
| Other Non Operating Uses Proprietary Funds | 950 | 0 | 0 | 0 | 0 | 0 | 0 | | 28,046 |
| Total Water Impact Fee Fund Expenditures | | 0 | 0 | 0 | 0 | 111,293 | (111,293) | 397% | 28,046 |
| | | | | | | | | | |
| PARKS & REC IMPACT FEE FUND | 141 | | | | | | | | |
| Parks & Rec Impact Fee Fund Revenues | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Parks & Rec Impact Fees | 322303 | 0 | 0 | 0 | 0 | 0 | 0 | | 5,000 |
| Loan Proceeds | 384000 | 0 | 0 | 0 | 0 | 0 | 0 | | 250,000 |
| Use Of Fund Balance | 389900 | 0 | 0 | 0 | 0 | 0 | 0 | | 2,100 |
| Total Parks & Rec Impact Fee Fund Revenues | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 257,100 |
| | | | | | | | | | |
| Parks & Rec Impact Fee Fund Expenditures | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Parks Expansion | 615 | 0 | 49,311 | (49,311) | 0 | 172,575 | (172,575) | | 0 |
| Debt Principal/loan | 710 | 0 | 0 | 0 | 0 | 0 | 0 | | 44,800 |
| Interfund Loan Repayments | 719 | 0 | 0 | 0 | 0 | 0 | 0 | | 200,000 |
| Debt Interest/loan | 720 | 0 | 0 | 0 | 0 | 0 | 0 | | 12,300 |
| Total Parks & Rec Impact Fee Fund Expenditures | | 0 | 49,311 | (49,311) | 0 | 172,575 | (172,575) | 67% | 257,100 |
| | | | | | | | | | |
| POLICE IMPACT FEE FUND | 142 | | | | | | | | |
| Police Impact Fee Fund Revenues | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Police Impact Fees | 322302 | 0 | 0 | 0 | 0 | 0 | 0 | | 5,000 |
| Interest Earnings | 361100 | 480 | 474 | (6) | 3,360 | 3,502 | 142 | | 5,760 |
| Total Police Impact Fee Fund Revenues | | 480 | 474 | (6) | 3,360 | 3,502 | 142 | 33% | 10,760 |
| | | | | | | | | | |
| Police Impact Fee Fund Expenditures | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Other Non Operating Uses Proprietary Funds | 950 | 0 | 0 | 0 | 0 | 0 | 0 | | 10,760 |
| Total Police Impact Fee Fund Expenditures | | 0 | 0 | 0 | 0 | 0 | 0 | 0% | 10,760 |

# Town of Howey-in-the-Hills
## Financial Report for Period April 2025

| INFRASTRUCTURE FUND | 150 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Infrastructure Fund Revenues | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Discretionary Sales Surtax - Infrastructure Surtax | 312630 | 17,676 | 15,639 | (2,037) | 123,731 | 137,810 | 14,079 | | 212,110 |
| Interest Earnings | 361100 | 640 | 632 | (8) | 4,480 | 4,670 | 190 | | 7,680 |
| Use of Fund Balance | 389900 | 0 | 0 | 0 | 0 | 0 | 0 | | 46,788 |
| Infrastructure Fund Revenues Total | | 18,316 | 16,272 | (2,044) | 128,211 | 142,480 | 14,269 | 53% | 266,578 |

| Infrastructure Fund Expenditures | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Cap Outlay - Improvements | 630 | 12,200 | 12,190 | 10 | 27,200 | 15,170 | 12,030 | | 266,578 |
| Total Infrastructure Fund Expenditures | | 12,200 | 12,190 | 10 | 27,200 | 15,170 | 12,030 | 6% | 266,578 |

| TRANSPORTATION FUND | 152 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Transportation Fund Revenues | | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| County Ninth-Cent Gas Tax | 312300 | 835 | 1,000 | 165 | 5,837 | 6,181 | 344 | | 10,000 |
| L.F.T. - First (1 to 6 Cents) | 312410 | 3,705 | 4,212 | 507 | 25,938 | 26,884 | 946 | | 44,468 |
| State Revenue Sharing Proceeds | 335125 | 986 | 848 | (138) | 6,906 | 5,176 | (1,730) | | 11,842 |
| State Reimbursement, Street Lighting | 344990 | 0 | 0 | 0 | 0 | 0 | 0 | | 6,688 |
| Transporation Fund Revenue Total | | 5,526 | 6,060 | 534 | 38,681 | 38,241 | (440) | 52% | 72,998 |

| Transportation Fund Expenditures | 541000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Other Contractual Services | 340 | 0 | 0 | 0 | 33,310 | 30,162 | 3,148 | | 39,998 |
| Street Lighting | 431 | 2,500 | 2,497 | 3 | 16,500 | 17,145 | (645) | | 28,000 |
| Operating Supplies | 520 | 137 | 0 | 137 | 1,837 | 1,840 | (3) | | 2,000 |
| Safety Equipment | 524 | 83 | 0 | 83 | 583 | 0 | 583 | | 1,000 |
| Road Materials & Supplies | 530 | 167 | 0 | 167 | 1,167 | 0 | 1,167 | | 2,000 |
| Total Transportation Expenditures | | 2,887 | 2,497 | 390 | 53,397 | 49,147 | 4,250 | | 72,998 |

| BUILDING SERVICES FUND | 155 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Building Services Fund Revenues | 524000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
| Zoning Permit Application Fees | 322100 | 416 | 0 | (416) | 2,499 | 715 | (1,784) | | 5,000 |
| Plan Review (Bldg Inspector - 100%) | 322101 | 416 | 0 | (416) | 2,499 | 0 | (2,499) | | 5,000 |
| Admin Fee (Town - 100%) | 322102 | 375 | 0 | (375) | 2,250 | 0 | (2,250) | | 4,500 |
| Inspection Fees Collected Due Contractor | 322304 | 3,500 | 3,644 | 144 | 33,500 | 35,959 | 2,459 | | 60,000 |
| Permits Town % | 322305 | 2,500 | 0 | (2,500) | 15,000 | 9,290 | (5,710) | | 30,000 |
| Fees Income - DCA/DBPR | 322307 | 100 | 90 | (10) | 1,103 | 923 | (180) | | 2,000 |
| Interest Earnings | 361100 | 950 | 948 | (2) | 6,714 | 7,005 | 291 | | 11,528 |
| Building Services Fund Revenues Total | | 8,257 | 4,683 | (3,574) | 63,566 | 53,892 | (9,674) | 46% | 118,028 |

| Building Services Fund Expenditures | 524000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 1,130 | 1,129 | 1 | 9,546 | 11,812 | (2,266) | | 14,910 |
| Salaries | 120 | 702 | 730 | (28) | 5,125 | 7,116 | (1,991) | | 9,119 |
| Overtime Wages | 140 | 70 | 4 | 66 | 435 | 37 | 398 | | 600 |
| Fica | 210 | 118 | 112 | 6 | 934 | 1,143 | (209) | | 1,527 |
| Medicare | 211 | 25 | 26 | (1) | 203 | 267 | (64) | | 357 |
| ICMA Retirement Contribution | 225 | 188 | 137 | 51 | 1,468 | 1,470 | (2) | | 2,440 |
| Life & Health Ins. | 230 | 325 | 324 | 1 | 2,766 | 3,141 | (375) | | 4,405 |
| Workers' Compensation | 240 | 0 | 0 | 0 | 392 | 294 | 98 | | 392 |
| Other Contractual Services | 340 | 118 | 0 | 118 | 827 | 0 | 827 | | 1,419 |
| Contractor - (Bldg Inspector - Progressive) | 341 | 5,000 | 2,852 | 2,148 | 35,000 | 31,075 | 3,925 | | 60,000 |
| Software & Annual Maintenance | 342 | 72 | 58 | 14 | 502 | 406 | 96 | | 860 |
| Telephone & Communications | 410 | 29 | 28 | 1 | 204 | 196 | 8 | | 350 |
| DBPR/DCA Impact Fees | 495 | 167 | 0 | 167 | 1,167 | 0 | 1,167 | | 2,000 |
| Office Supplies | 510 | 83 | 0 | 83 | 583 | 97 | 486 | | 1,000 |
| Operating Supplies | 520 | 417 | 0 | 417 | 2,917 | 342 | 2,575 | | 5,000 |
| Other Non Operating Uses Proprietary Funds | 950 | 0 | 0 | 0 | 0 | 0 | 0 | | 13,649 |
| Building Services Fund Expenditures Total | | 8,444 | 5,400 | 3,044 | 62,069 | 57,396 | 4,673 | 49% | 118,028 |

# Town of Howey-in-the-Hills
## Financial Report for Period April 2025

| WATER FUND | 401 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Water Fund Revenues** | **533000** | **Budget** | **Actual** | **Remaining** | **YTD Budget** | **YTD Actual** | **YTD Remaining** | | **Annual Budget** |
| State Grant - Water Supply System | 334310 | 0 | 0 | 0 | 0 | 0 | 0 | | 4,250,000 |
| Water Sales | 343310 | 65,000 | 83,508 | 18,508 | 482,302 | 497,202 | 14,900 | | 931,277 |
| FEES- NEW CON | 343350 | 0 | 0 | 0 | 0 | 0 | 0 | | 522,900 |
| Water Sys Improvement Fee | 343410 | 10,000 | 10,447 | 447 | 70,000 | 73,158 | 3,158 | | 120,000 |
| Sewer | 343505 | 0 | 0 | 0 | 0 | 7 | 7 | | 0 |
| Penalty Charges | 343600 | 1,750 | 1,765 | 15 | 12,250 | 12,044 | (206) | | 21,000 |
| Tampering Fees | 343620 | 0 | 0 | 0 | 0 | 1 | 1 | | 0 |
| Utility/Meter Fines | 353100 | 333 | 0 | (333) | 333 | 0 | (333) | | 4,000 |
| Interest Earnings | 361100 | 2,210 | 2,386 | 176 | 15,470 | 17,642 | 2,172 | | 26,520 |
| Miscellaneous Revenue | 369900 | 1,000 | 960 | (40) | 7,000 | 10,333 | 3,333 | | 12,000 |
| Use Of Fund Balance | 389900 | 0 | 0 | 0 | 0 | 0 | 0 | | 141,454 |
| **Water Fund Revenues Total** | | **80,293** | **99,066** | **18,773** | **587,355** | **610,386** | **23,031** | **10%** | **6,029,151** |

| **Water Fund Expenditures** | **533000** | **Budget** | **Actual** | **Remaining** | **YTD Budget** | **YTD Actual** | **YTD Remaining** | | **Annual Budget** |
|---|---|---|---|---|---|---|---|---|---|
| Executive Salaries | 110 | 16,868 | 16,606 | 262 | 126,511 | 124,797 | 1,714 | | 219,295 |
| Salaries | 120 | 27,610 | 27,769 | (159) | 207,074 | 194,184 | 12,890 | | 358,924 |
| Overtime Wages | 140 | 760 | 2,286 | (1,526) | 15,500 | 13,669 | 1,831 | | 15,500 |
| Fica | 210 | 2,832 | 2,793 | 39 | 21,239 | 19,943 | 1,296 | | 36,811 |
| Medicare | 211 | 662 | 653 | 9 | 5,005 | 4,664 | 341 | | 8,609 |
| ICMA Retirement Contribution | 225 | 4,770 | 2,403 | 2,367 | 33,390 | 17,638 | 15,752 | | 57,240 |
| Life & Health Ins. | 230 | 11,279 | 10,587 | 692 | 78,952 | 72,495 | 6,457 | | 135,342 |
| Workers' Compensation | 240 | 175 | 0 | 175 | 9,455 | 7,091 | 2,364 | | 9,455 |
| Legal Fees | 310 | 3,800 | 0 | 3,800 | 27,600 | 23,853 | 3,748 | | 30,000 |
| Town Engineering | 316 | 1,667 | 1,100 | 567 | 11,667 | 4,200 | 7,467 | | 20,000 |
| Accounting & Auditing | 320 | 1,188 | 0 | 1,188 | 8,313 | 0 | 8,313 | | 14,250 |
| Other Contractual Services | 340 | 0 | 93,712 | (93,712) | 279,152 | 389,904 | (110,752) | | 279,152 |
| Software & Annual Maintenance | 342 | 800 | 232 | 568 | 8,800 | 8,029 | 771 | | 9,600 |
| Travel & Per Diem | 400 | 42 | 0 | 42 | 292 | 0 | 292 | | 500 |
| Telephone & Communications | 410 | 425 | 211 | 214 | 3,402 | 3,292 | 110 | | 5,103 |
| Freight/Postage/Shipping | 420 | 17 | 0 | 17 | 117 | 0 | 117 | | 200 |
| Utility Services | 430 | 3,667 | 5,812 | (2,146) | 29,333 | 28,821 | 512 | | 44,000 |
| Rentals & Leases | 440 | 125 | 72 | 53 | 875 | 605 | 270 | | 1,500 |
| Insurance | 451 | 15,397 | 0 | 15,397 | 61,994 | 46,615 | 15,379 | | 61,994 |
| R & M - Equipment | 460 | 3,750 | 0 | 3,750 | 26,250 | 527 | 25,723 | | 45,000 |
| R & M - Computer Maint | 461 | 42 | 0 | 42 | 292 | 0 | 292 | | 500 |
| R & M - Building | 462 | 417 | 0 | 417 | 2,917 | 0 | 2,917 | | 5,000 |
| R & M - Vehicles | 463 | 675 | 0 | 675 | 4,725 | 156 | 4,569 | | 8,100 |
| Printing - General | 470 | 8 | 0 | 8 | 58 | 0 | 58 | | 100 |
| Miscellaneous Expenses | 490 | 4 | 0 | 4 | 29 | 0 | 29 | | 50 |
| Advertising | 492 | 25 | 0 | 25 | 175 | 0 | 175 | | 300 |
| Office Supplies | 510 | 83 | 0 | 83 | 583 | 319 | 264 | | 1,000 |
| Operating Supplies | 520 | 19,241 | 4,540 | 14,701 | 134,686 | 33,762 | 100,924 | | 230,890 |
| Uniforms | 523 | 13 | 0 | 13 | 88 | 0 | 88 | | 150 |
| Safety Equipment | 524 | 33 | 0 | 33 | 233 | 0 | 233 | | 400 |
| Dues, Subscriptions, Licenses | 540 | 67 | 0 | 67 | 467 | 352 | 115 | | 800 |
| Training/Education/Tuition | 550 | 46 | 0 | 46 | 321 | 190 | 131 | | 550 |
| Cap Outlay - Wetland Monitoring | 613 | 0 | 0 | 0 | 0 | 0 | 0 | | 8,050 |
| Cap Outlay - Improvements | 630 | 0 | 0 | 0 | 0 | 0 | 0 | | 10,000 |
| Cap Outlay - Water Expansion/System Impr. | 633 | 0 | 0 | 0 | 0 | 0 | 0 | | 4,260,000 |
| Debt Principal/loan | 710 | 0 | 0 | 0 | 0 | 0 | 0 | | 114,085 |
| Debt Interest/loan | 720 | 13,500 | 13,417 | 83 | 29,138 | 29,054 | 83 | | 30,545 |
| Other Non Operating Uses Proprietary Funds | 950 | 0 | 0 | 0 | 0 | 0 | 0 | | 6,156 |
| **Water Fund Expenditures Total** | | **129,986** | **182,192** | **(52,206)** | **1,128,632** | **1,024,161** | **104,471** | **17%** | **6,029,151** |

# Town of Howey-in-the-Hills
# Financial Report for Period April 2025

| WASTEWATER FUND | 402 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Wastewater Fund Revenues** | **535000** | **Budget** | **Actual** | **Remaining** | **YTD Budget** | **YTD Actual** | **YTD Remaining** | | **Annual Budget** |
| State Grant - Sewer | 334351 | 0 | 0 | 0 | 0 | 0 | 0 | | 254,501 |
| Waste Water, CDD | 343515 | 10,000 | 14,505 | 4,505 | 70,000 | 89,275 | 19,275 | | 120,000 |
| Waste Water, Town | 343525 | 8,800 | 11,110 | 2,310 | 61,767 | 75,069 | 13,302 | | 106,000 |
| **Total Wastewater Fund Revenues** | | **18,800** | **25,615** | **6,815** | **131,767** | **164,344** | **32,577** | **34%** | **480,501** |

| Wastewater Fund Expenditures | 535000 | Budget | Actual | Remaining | YTD Budget | YTD Actual | YTD Remaining | | Annual Budget |
|---|---|---|---|---|---|---|---|---|---|
| Utility Services | 430 | 14,000 | 12,947 | 1,053 | 78,000 | 77,252 | 748 | | 120,000 |
| R & M - Equipment | 460 | 28,278 | 0 | 28,278 | 113,111 | 0 | 113,111 | | 339,334 |
| Other Non Operating Uses Proprietary Funds | 950 | 0 | 0 | 0 | 0 | 0 | 0 | | 21,167 |
| **Wastewater Fund Expenditures Total** | | **42,278** | **12,947** | **29,331** | **191,111** | **77,252** | **113,859** | **16%** | **480,501** |