



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

Join Zoom Meeting: <https://us06web.zoom.us/j/84031530658?pwd=FCa84OhhjFRV3fL2SeW1rHdjC634NH.1>
Meeting ID: 840 3153 0658 | **Passcode:** 926861

AGENDA

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

ROLL CALL

Acknowledgement of Quorum

AGENDA APPROVAL/REVIEW

CONSENT AGENDA

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

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

PUBLIC HEARING

OLD BUSINESS

NEW BUSINESS

- 2.** Consideration and Approval: **Town Planner Agreement**
- 3.** Consideration and Approval: **Cedar Creek Water Agreement**
- 4.** Discussion: **Update on Asma Hearing**

DEPARTMENT REPORTS

- 5.** Town Manager

COUNCIL MEMBER REPORTS

- 6.** Mayor Pro Tem Gallelli

7. Councilor Lehning
8. Councilor Miles
9. Councilor Lannamañ
10. Mayor MacFarlane

PUBLIC COMMENTS

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

ADJOURNMENT

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

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

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

Topic: **Town Council Meeting**

Time: **Sep 23, 2024 06:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://us06web.zoom.us/j/84031530658?pwd=FCa84OhhjRV3fL2SeW1rHdjC634NH.1>

Meeting ID: 840 3153 0658

Passcode: 926861

Dial by your location

+1 646 558 8656 US (New York)

+1 346 248 7799 US (Houston)

Meeting ID: 840 3153 0658

Passcode: 926861

Find your local number: <https://us06web.zoom.us/u/kevi1nHX4l>

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

Please Print Legibly

Name: Joshua Husemann Date: 16 SEP 2024

Home Mailing Address: 671 Avila Place, Howey in the Hills, FL 34737

Home Physical Address: 671 Avila Place, Howey in the Hills, FL 34737

Florida Drivers License or ID: _____

Phone Number: 443-876-2615 E-mail Address: jhusemann@howey.org

Education: MS Kinesiology

Business (Name & Type): Lake County Schools

Business Address: 200 W Golf Links Ave, Eustis, FL 32726

Business Phone: 352-483-4260 Position: Teacher

Training or experience related to activities of boards or committees to which appointment is sought:
Currently serving on Parks & Rec board as chair, seeking reappointment

Professional Organizations: _____

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

Name of Boards/Committee(s): Parks & Rec Dates Served: 11/2022 - Present
Planning & Zoning 04/2024 - Present

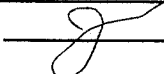
Please check Board(s)/Committee(s) that interest you.

- Cemetery Board
- Historic Preservation Board
- Library Board
- **Police Pension Board
- **Planning & Zoning Board
- Parks & Recreation Board
- Other

** Florida Commission on Ethics require board members to complete and submit Form 1, Statement of Financial Interests

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

Name	Address	Phone Number
1	_____	_____
2	_____	_____
3	_____	_____

 Signature of Applicant

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

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by _____ Date _____
Reviewed by Board _____
Appointed by Town Council _____ Date _____

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

Please Print Legibly

Name: Mary Ellen Arnold Date: 9-13-24
Home Mailing Address: 303 Terracotta Terrace
Home Physical Address: Same
Florida Drivers License or ID: _____
Phone Number: 571-212-4231 E-mail Address: 2lovemassage@gmail.com
Education: AA General Studies
Business (Name & Type): Retired
Business Address: _____
Business Phone: _____ Position: _____

Training or experience related to activities of boards or committees to which appointment is sought:
Parks + Recreation Board for Past 2 years
Professional Organizations: none currently

Have you served on a Town Board(s)/Committee(s) in the past? Yes No
Name of Boards/Committee(s): Parks + Recreation Dates Served: 2022 - Current

- Please check Board(s)/Committee(s) that interest you.
- Cemetery Board
 - Historic Preservation Board
 - Library Board
 - **Police Pension Board
 - **Planning & Zoning Board
 - Parks & Recreation Board
 - Other

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	Name	Address	Phone Number
1	<u>Walter Schaub</u>	<u>520 Bellissiano Pl</u>	<u>432-858-3538</u>
2	<u>Ed Drahik</u>	<u>524 Bellissiano Pl</u>	<u>352 408 2869</u>
3	<u>Elijah Perry</u>	<u>TERRACOTTA TERRACE 34737 (352)</u>	<u>321-8446</u>

Mary Ellen Arnold
Signature of Applicant

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

Additional information may be attached to this form.
FOR TOWN HALL USE

Received by _____ Date _____
Reviewed by Board _____
Appointed by Town Council _____ Date _____



Date: September 23, 2024

To: Mayor and Town Council

From: Sean O’Keefe, Town Manager

Re: Consideration and Approval: **Town Planner Agreement**

Objective:

To retain the services of qualified urban planning professionals to support the Town’s ongoing development needs, ensuring that the Town receives expert guidance on urban planning while maintaining flexibility with a backup firm.

Summary:

The Town issued RFQ 2024-01 seeking urban planning consulting services to support current and future development within Howey-in-the-Hills. After reviewing the proposals, staff has determined that Parks Consulting Services (PCS) has the qualifications, experience, and demonstrated ability to provide the required services effectively for the Town.

PCS has extensive experience working with towns of similar size and has provided comprehensive planning services to municipalities like Montverde, which closely aligns with the needs of Howey-in-the-Hills. In addition, KCT Consulting Services also demonstrated strong capabilities and has been identified as a qualified backup firm should PCS be unavailable or unable to meet the Town’s needs at any given time.

Recommended Motions:

The Town Council has the following options:

1. The Town Council motions to contract with Parks Consulting Services as the primary urban planning consultant and to designate KCT Consulting Services as the backup.

OR

2. Motion to Deny

Fiscal Impact:

Costs associated with retaining these services will depend on the number of hours of the specific projects initiated by the Town.

Staff Recommendation:

Staff recommends contracting with Parks Consulting Services as the Town’s primary urban planning consultant and designating KCT Consulting Services as a backup to ensure continuity of services. This approach ensures the Town has expert planning support while maintaining flexibility with additional resources.

1. Qualifications, skillset, and experience of keypersonnel and ability to provide qualified services
2. Relevant experience in comparable projects/services and experience with similarsize and type jurisdictions in similar environments, including client references.
3. Capability of the Consultant to perform the services required.
4. References
5. Minority Business: If the firm, or its sub-contractors, are designated as a minority business by the State of Florida, five (5%)points shall be awarded.
1. Qualifications, skillset, and experience of keypersonnel and ability to provide qualified services
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3. Capability of the Consultant to perform the services required.

4. References

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Evaluation Scoring Criteria

HALFF

Possible Points

35

30

20

10

5

Total:

KCT Consulting Services

Possible Points

35

30

20

10

5
Total:
Parks Consulting Services
Possible Points
35
30
20
10
5
Total:
Pritchett Steinback Group, Inc.
Possible Points
35
30

20
10
5
Total:
The Lunz Group
Possible Points
35
30
20
10
5
Total:

Points Given
35
25
20
5
0
85
Points Given
30
30
15
10

0
85
Points Given
35
30
20
5
0
90
Points Given
35
20

20
10
0
85
Points Given
20
20
10
5
0
55

1. Qualifications, skillset, and experience of keypersonnel and ability to provide qualified services
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3. Capability of the Consultant to perform the services required

4. References
5. Minority Business: If the firm, or its sub-contractors, are designated as a minority business by the State of Florida, five (5%) points shall be awarded
1. Qualifications, skillset, and experience of key personnel and ability to provide qualified services
2. Relevant experience in comparable projects/services and experience with similar size and type jurisdictions in similar environments, including client references.
3. Capability of the Consultant to perform the services required
4. References
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Evaluation Scoring Criteria

HALFF

Possible Points

35

30

20

10

5

Total:

KCT Consulting Services

Possible Points

35

30

20

10
5
Total:
Parks Consulting Services
Possible Points
35
30
20
10
5
Total:
Pritchett Steinback Group, Inc.
Possible Points
35

30
20
10
5
Total:
The Lunz Group
Possible Points
35
30
20
10
5
Total:

Points Given	
	28
	18
	16
	9
	0
	71
Points Given	
	32
	28
	18

	9
	0
	87
Points Given	
	34
	30
	19
	9
	0
	92
Points Given	
	33

	25
	18
	8
	0
	84
Points Given	
	30
	22
	17
	9
	0
	78

They bring substantial infrastructure consulting experience and local government planning. HALFF has a large team with extensive experience in infrastructure and planning, but they do not mention having AICP or APA-certified personnel in the primary team for this submission. Their team's qualifications are solid but more focused on larger-scale projects, which limits their relevance here.

HALFF has broad experience in transportation planning and working with local governments on infrastructure.

HALFF has a large and diverse team, but their experience leans heavily on infrastructure and larger projects, and their lack of specialization in small-town urban planning reduces their relevance for this particular RFQ.

References include high-profile municipal clients.

No minority business certification noted.

nearly a decade of experience in urban planning, floodplain management, and zoning. Her experience in municipal and private sector planning provides a strong foundation for this role. Kelly Turner, the President, is AICP certified, and KCT has a strong planning background, particularly in floodplain management and zoning. However, their planning capabilities rely partly on subcontractors for certain specialized tasks.

KCT Consulting Services has a diverse portfolio of projects including floodplain management, transportation analyses, and comprehensive planning. Notable projects include coordination of CRS assessments and comprehensive plan updates for municipalities such as New Port Richey and Minneola.

KCT Consulting Services demonstrates strong project management capabilities, supported by Kelly Turner's experience in handling complex planning tasks for various municipalities. While KCT has solid in-house planning capabilities, they do rely on subcontractors for some specialized services, which lowers their score slightly compared to firms with more comprehensive internal resources.

The proposal includes strong references from various municipalities, including the City of New Port Richey and LPG Urban Planners, with testimonials praising Kelly Turner's professionalism, expertise, and work quality.

Kelly Turner has applied for the Women-Owned Business Enterprise (WBE) certification, but it is pending, which does not currently qualify for the full minority business points.

PCS has extensive experience in municipal planning, serving as the town planner for Montverde since 2010. PCS has extensive experience in urban planning and provides in-house AICP-certified personnel.

Their work includes urban planning and long-range planning for several municipalities, focusing on planning and development review.

PCS has a detailed project approach and a history of timely deliverables. PCS has a proven track record of working directly with small municipalities without relying on subcontractors, which demonstrates their strong capability to perform required services.

Strong references from Montverde, Ocoee, and other Florida towns.

No minority business certification mentioned.

This firm brings over 20 years of experience in urban planning and transportation, with specific expertise in transportation analyses, housing needs, development review, and comprehensive planning. Their team includes certified planners and other experienced professionals, indicating a strong foundation in community planning. PSG includes AICP-certified personnel and has demonstrated strong qualifications through previous urban planning projects for various municipalities. Their planning experience is broad but may not be as tailored to smaller communities as PCS.

They have a solid portfolio of comparable projects, including work with municipalities like North Port, Mills River, and Creedmoor. Their experience spans key areas such as housing affordability studies, transportation, and land development regulations.

The firm demonstrates the capability to deliver on projects with a well-rounded team and specialized skills such as GIS, spatial analysis, and transportation analysis. Their collaboration with key partners like 3TP Ventures and Fehr & Peers enhances their ability to perform the required services. municipalities for ongoing work, indicating strong client satisfaction. However, specific references are not heavily detailed.

PSG is both a certified Disadvantaged Business Enterprise (DBE) and a Women-Owned Business Enterprise (WBE), but not an MBE.

Their proposal highlights 25+ years of architectural experience with a focus on Central Florida. They have a strong team, including certified planners, and substantial project management experience. Lunz Group's proposal highlights a skilled team with significant experience, but it does not emphasize AICP or APA certification for key, non-subcontractor personnel. Their experience is strong, but the lack of certification places them lower on this criterion.

They've been involved in various urban planning projects, including master planning for cities like Lakeland and St. Cloud.

The firm demonstrates strong project management capabilities, with clear plans for quality assurance and timely project delivery. The Lunz Group has demonstrated strong capability to deliver planning services, though their focus tends to be on larger projects. Their reliance on a broader, non-specialized team lowers their score for small-town planning.

Provides solid references from municipal projects.

Minority Business certification not noted in their submission.

PREPARED BY AND RETURN TO:

Thomas J. Wilkes
GrayRobinson
301 East Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

AGREEMENT
for
**VOLUNTARY ANNEXATION,
POTABLE-WATER SERVICE,
and
CONTINGENT WASTEWATER SERVICE**

Town of Howey-in-the-Hills, Florida
and
Blue Sky Capital Group, LLC

Cedar Creek Project

THIS AGREEMENT (“Agreement”) is entered into by the **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**, a municipal corporation organized and operating under the constitution and laws of the State of Florida and its Charter (“Town”), and **BLUE SKY CAPITAL GROUP, LLC**, a Florida limited liability company, the address for which is 103 Commerce Street, Suite 103, Lake Mary, Florida 32746 (“Owner”).

PREMISES

1. The Owner holds fee simple title to the land described in **Exhibit "A"** ("**Property**").
2. The Property is located currently in unincorporated Lake County and is being zoned by Lake County for single-family residential uses.
3. Pursuant to law the Town has enacted an ordinance establishing a water- and wastewater-service area (“**Utility Service Area**”) and authorizing

extension of potable-water and wastewater service beyond the corporate limits of the Town.

4. The Town is willing to allow the extension of its water and wastewater utilities and to supply water and wastewater service to property owners and users outside the Town’s current boundaries and within the Utility Service Area, but only if the owners of properties benefitting from the utility services first petition the Town Council for annexation of the benefitting properties to the Town.

5. The Town is ready and willing to extend its boundaries to include the Property, subject to the Owner, on behalf of itself and all its successors in interest, petitioning the Town Council to annex the Property to the Town at such time the Property becomes contiguous to the Town’s boundaries and is eligible otherwise under Florida law for annexation.

6. On behalf of itself and all its successors in interest in the Property, the Owner herewith petitions the Town to annex the Property to the Town in return for the Town allowing the extension of its water and wastewater utilities to the Property.

ACCORDINGLY, the parties agree as follows:

SECTION 1. PREMISES.

The above premises are true and correct and form a material part of this Agreement.

SECTION 2. REPRESENTATION OF OWNERSHIP.

The Owner represents and warrants to the Town that the Owner holds fee simple title to the Property and has the right legally to enter into this Agreement.

SECTION 3. AUTHORITY.

a. This Agreement is entered into under the authority of the Florida Constitution, including specifically its Article VIII, Section 2(b), the powers conferred upon municipalities by Chapters 163, 166, 171, and 180 of Florida Statutes, and the Town’s Charter and Code of Ordinances.

b. The parties expressly stipulate that this Agreement does not constitute a “development agreement” under the Florida Local Government Development Agreement Act, Section 163.3220, *et. seq.*, Florida Statutes, and the provisions of that act do not govern this Agreement.

ANNEXATION

SECTION 4. PETITION AND CONSENT TO ANNEXATION.

a. As consideration for the Town providing and agreeing to provide water and wastewater service to the Property, the Owner herewith petitions the Town Council for the Town under section 171.041 of Florida Statutes (2024) (or its successor legislation), on behalf of both the Owner itself and all the Owner’s successors in interest in the Property, that the Property be annexed to the Town immediately upon the Property becoming contiguous to the Town’s boundary, all in accordance with Florida law and all without further action, petition, consent, or approval of the Owner or its successors in interest.

b. This petition for and consent to annexation of the Property to the Town is irrevocable as long as the Town provides or is willing to provide water or wastewater service, or both, to the Property.

c. The parties expressly agree that (i) under section 171.041 of Florida Statutes (2024) (or a successor statute), this section 3 of this Agreement constitutes the legally complete and sufficient petition by the Owner and its successors for voluntary annexation of the Property to the Town and that (ii) no further consent or petition or approval of any type is or will be needed as a condition to the Town undertaking the annexation. At such time as the Town undertakes the annexation, however, the Owner and all its successors in interest in the Property must execute any and all such certificates, consents, approvals, and other instruments as the Town may reasonably request and as may be necessary or reasonably useful to completion of the annexation.

d. This petition for annexation of the Property is material consideration in return for the Town’s obligations under this Agreement. But for this petition

and consent for annexation of the Property the Town would not be willing to enter into this Agreement.

SECTION 5. UTILITY SERVICE AREA OF TOWN.

On behalf of itself and all its successors in interest in the Property the Owner acknowledges, agrees, and states its preference that the Town is to be the exclusive provider of water- and wastewater-utility service to the Property. The Owner may not engage in the business of providing water- or wastewater-utility service to the Property and may not contract with any other entity or person to provide water or wastewater service to the Property so long as the Town (or its successor in interest) provides or is willing to provide water- and wastewater-utility service, or either, to the Property.

POTABLE-WATER UTILITY SERVICE

SECTION 6. TOWN TO PROVIDE POTABLE-WATER SERVICE

a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property potable-water utility service as set forth herein.

b. As between the Town and the Owner, the Owner is entitled to reserve potable-water utility service for up to 105 single-family dwelling units or "Equivalent Residential Units" ("ERU's"). The Owner's right to ERU's of utility capacity will vest only upon the Owner's payment in full of the Town's one-time initial capital and connection charges for its potable-water utility system. Upon such payment in full, the Town must set aside and deem reserved for the Owner the water-utility capacities for which payment is made. At its option, the Owner may pay the capital and connection charges for some, not all, of its projected dwelling units, in which case its right to service will then vest for those units for which full payment is made.

c. Vesting of the Owner’s right to capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If between the time of such payment and the application by the Owner for a building permit for a dwelling unit the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

SECTION 7. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF WATER-UTILITY IMPROVEMENTS

The Owner’s right to connect the Property to the Town’s water utility is conditioned on the Owner:

1. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, and other equipment, facilities, and improvements required for the Town’s water utility to serve the Property,
2. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,
3. Installing and constructing all such improvements at no cost to the Town, and
4. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town’s acceptance of the improvements:

- a) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town, and
- b) All construction guarantees from the Owner to the Town, such as bonds, letters of credit, and other sureties issued in favor of the Town, shall then be released by the Town.

SECTION 8. INSTALLATION OF UTILITY IMPROVEMENTS

The Owner must design, permit, construct, and install, all at no cost to the Town, all potable-water lines, pipes, valves, pumps, and other fittings, equipment, and improvements required both on and off the Property to provide the Property and the future improvements thereon with water service, connecting the Property to the existing Town water-utilities system.

The Town has the right to review, approve and permit, as appropriate, the water-utility improvements necessary for the Owner to connect the Property to the Town's water utility in a manner consistent with the Town's land-development and utility regulations. Upon completion of the water-utility improvements, both on and off the Property, all water-utility improvements on the Property and within Town rights-of-way and utility easements must be conveyed to the Town in form and substance acceptable to the Town Attorney.

All onsite water-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to existing Town water utilities shall be made at no cost to the Town.

SECTION 9. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.

The engineering design, plans and specifications of all water-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications for the water-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

SECTION 10. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.

From time to time the Town may inspect the construction and installation of the water-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

SECTION 11. TESTING DURING AND AFTER CONSTRUCTION.

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the systems are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

SECTION 12. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.

The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all water-utility improvements and related appurtenances as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

SECTION 13. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.

Upon completion of construction and installation and acceptance by the Town of the water-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney. The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance required by the Town Manager and as approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property shall be required to release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town assurance by way of a “non-disturbance agreement” in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

SECTION 14. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.

In addition to the documents of title to the utility improvements, the Owner must provide to the Town Manager the following documents prior to the Town’s acceptance of the improvements, all as approved by the Town Attorney:

- i. as-built drawings of utility improvements (one hard copy signed and sealed, and one PDF), furnished one week prior to final inspection;
- ii. certification by the Owner’s engineer’s of costs (schedule of values) for on-site and off-site construction and installation;
- iii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
- iv. certification by the design engineer that the system was constructed as designed; and
- v. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

SECTION 15. CONNECTIONS SUBJECT TO RATES AND FEES.

All connections to the Town’s water utility are be subject to the continuing operating rules and regulations of the Town, including without limitation the periodic payment of water charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for potable-water service shall be in accordance with its rate schedules, which are subject to change from time-to-time, and which may include a higher charge for those properties located outside the Town’s boundaries

SECTION 16. OWNER TO OBTAIN PERMITS.

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the water-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

SECTION 17. SERVICING OTHER PROPERTIES.

The Town reserves the right to service other properties through the water-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its water utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or

capacity of water-utility improvements to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

WASTEWATER UTILITY SERVICE

SECTION 18. WASTEWATER CONTINGENCY. The Owner shall obtain wastewater-utility service from the Town if either of these two contingencies occur:

- i. the Lake County Board of County Commissioners requires, as a condition of a zoning or other land-use approval, that the Property be served by a central wastewater utility, or
- ii. the Board of County Commissioners allows the Property to be served by a wastewater-treatment and disposal system other than a central wastewater utility, but on the date the Property is annexed to the Town the Owner (or its successor in interest) has not commenced construction of a material portion of the other type of system.

If either contingency occurs, the Owner (or its successor in interest) shall construct and install the onsite and offsite lines, pumps, lift stations, and other equipment and facilities necessary or useful to connect to the Town’s wastewater-utility system, all as set forth in Sections 19 through 30, inclusive, in this Agreement.

SECTION 19. TOWN TO PROVIDE WASTEWATER SERVICE.

a. Upon the terms and conditions in this Agreement, and in accordance with the Town's codes, ordinances, rules, regulations, and technical standards and requirements, the Town shall provide and shall have the exclusive right to provide to the Property wastewater-utility service as set forth herein.

b. As between the Town and the Owner, the Owner is entitled to reserve wastewater-utility service for up to 105 single-family dwelling units or “Equivalent Residential Units” (“ERU’s”). The Owner’s right to ERU’s of utility capacity will vest only upon:

- i. the Owner’s payment in full of the one-time initial capital and connection charges imposed by the Town for its wastewater-utility system, and
- ii. The Owner obtaining from the Central Lake Community Development District the contract right to treatment and disposal of all wastewater generated by the Owner’s 105 ERU’s.

Upon the Owner’s payment in full of the Town’s one-time charges and the Owner securing the contract right to treatment and disposal of wastewater for its ERU’s, the Town must set aside and deem reserved for the Owner the water-utility capacity for which payment has been made. At its option, the Owner may pay the Town’s one-time capital and connection charges for some, not all, of the Owner’s projected dwelling units, in which case its right to service will then vest for those units for which full payment is made.

c. Vesting of the Owner’s right to wastewater-utility capacity will occur upon payment in full of the capital and connection charges in effect at the time of the payment. If between the time of such payment and the application by the Owner for a building permit for a dwelling unit the Town increases the amount of its one-time capital and/or connection charges, the building permit will be issued only upon payment of the amount of the increase(s).

SECTION 20. DESIGN, CONSTRUCTION, ACCEPTANCE, AND CONVEYANCE OF WASTEWATER-UTILITY IMPROVEMENTS

The Owner’s right to connect the Property to the Town’s wastewater utility is conditioned on the Owner:

- 5. Preparing at no cost to the Town the plans and specifications for all lines, pumps, valves, lift stations, and other equipment, facilities, and improvements required for the Town’s wastewater utility to serve the Property,

6. Installing and constructing the utility improvements in accordance with plans and specifications approved by the Town,
7. Installing and constructing all such improvements at no cost to the Town, and
8. Conveying all such improvements to the Town, at no cost to the Town, by written instrument(s) in form and substance acceptable to the Town Manager.

Upon completion of the improvements the Owner shall apply in writing to the Town Manager for acceptance of the improvements. Upon the Town's acceptance of the improvements:

- c) all warranties and guarantees from contractors and suppliers shall be assigned and delivered by the Owner to the Town, and
- d) All construction guarantees from the Owner to the Town, such as bonds, letters of credit, and other sureties issued in favor of the Town, shall then be released by the Town.

SECTION 21. INSTALLATION OF UTILITY IMPROVEMENTS

The Owner must design, permit, construct, and install, all at no cost to the Town, all wastewater lines, pipes, valves, pumps, lift stations, and other fittings, equipment, and improvements required both on and off the Property to provide the Property and the future improvements thereon with wastewater-utility service, connecting the Property to the existing Town wastewater-utility system.

The Town has the right to review, approve and permit, as appropriate, the wastewater-utility improvements necessary for the Owner to connect the Property to the Town's wastewater utility in a manner consistent with the Town's land-development and utility regulations, customs, and practices. Upon completion of the wastewater-utility improvements, both on and off the Property, all wastewater-utility improvements on the Property and within Town rights-of-way and utility easements must be conveyed to the Town in form and substance acceptable to the Town Attorney.

All onsite wastewater-utility improvements are to be conveyed or otherwise dedicated to the Town in form and substance approved by the Town Attorney. All connections to the Town wastewater utility shall be made at no cost to the Town.

SECTION 22. APPROVAL OF DESIGN, PLANS, AND SPECIFICATIONS.

The engineering design, plans and specifications of all wastewater-utility improvements to be transferred to and owned and operated by the Town are subject to prior approval by the Town Manager. The Owner's registered engineer of record shall incorporate all applicable standards and specifications of the Town into the engineering design, plans, and specifications for the wastewater-utility improvements. The Town shall provide reasonable assistance to the Owner's engineers as would be customary for a utility provider in a comparable design and construction of utility improvements. All construction plans and specifications must be approved by the Town before construction is commenced. The Owner must obtain all federal, state, county, town and other permits required for construction, acceptance and operation of the improvements.

SECTION 23. ACCESS TO CONSTRUCTION; APPROVAL OF WORK AND MATERIALS.

From time to time the Town may inspect the construction and installation of the wastewater-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

SECTION 24. TESTING DURING AND AFTER CONSTRUCTION.

The Owner must require its registered engineer to supervise construction and to certify, under seal, to the Town Manager that the systems are installed in accordance with the approved design plans and specifications. The Owner shall conduct at no expense to the Town all tests required by the Town to verify the improvements are constructed in accordance with the approved engineering plans and specifications and all other Town requirements.

SECTION 25. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.

The Owner shall grant to the Town, at no expense to the Town, adequate transferable easements for all wastewater-utility improvements and related

appurtenances as may be deemed necessary by the Town Manager and all in form and substance acceptable to the Town Attorney.

SECTION 26. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.

Upon completion of construction and installation and acceptance by the Town of the wastewater-utility improvements, the Owner must transfer to the Town title to all the improvements in form and substance approved by the Town Attorney. The Owner shall provide to the Town a copy of the recorded plat, a bill of sale or bills of sale for the improvements as approved by the Town Attorney, easement grants as approved by the Town Attorney, and other evidences of conveyance as required by the Town Manager and approved by the Town Attorney. Mortgagees, if any, holding prior liens on any part of the Property shall be required to release such liens, subordinate their positions, join in a conveyance, grant, or dedication, or give to the Town assurance by way of a “non-disturbance agreement” in form and substance acceptable to the Town Attorney that, in the event of foreclosure, the mortgagee will recognize the utility ownership and easement rights of the Town.

SECTION 27. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.

In addition to the documents of title to the utility improvements, the Owner must provide to the Town Manager the following documents prior to the Town’s acceptance of the improvements, all as approved by the Town Attorney:

- vi. as-built drawings of utility improvements, (one hard copy signed and sealed, and one PDF) furnished one week prior to final inspection;
- vii. certification by the Owner’s engineer’s of costs (schedule of values) for on-site and off-site construction and installation;
- viii. letters of acceptance from the appropriate regulatory agency or agencies for the systems;
- ix. certification by the design engineer that the system was constructed as designed; and
- x. related right-of-way use permits and other permits and licenses obtained from applicable government agencies.

All such documents must be under the seal of an engineer registered in Florida, as required by the Town Manager.

SECTION 28. CONNECTIONS SUBJECT TO RATES AND FEES.

All connections to the Town’s wastewater utility shall be subject to the continuing operating rules and regulations of the Town, including without limitation the periodic payment of wastewater charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for wastewater service shall be in accordance with its rate schedules, which are subject to change from time-to-time, and which may include a higher charge for those properties located outside the Town’s boundaries.

SECTION 29. OWNER TO OBTAIN PERMITS.

The Owner shall obtain, at no cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the wastewater-utility improvements to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

SECTION 30. SERVICING OTHER PROPERTIES.

The Town reserves the right to service other properties through the wastewater-utility improvements constructed, installed and conveyed by the Owner. Nothing in this Agreement prohibits the Town from extending its wastewater utility to any other area, properties, or customers. If the Town requests that the Owner increase the size or capacity of a wastewater-utility improvement to be installed by Owner under this Agreement so that the Town may serve other properties, the Town shall reimburse Owner the increased cost incurred from the increase in capacity of such improvements.

MISCELLANEOUS PROVISIONS

SECTION 18. DEFAULT BY OWNER. The Owner’s failure or refusal to carry out a provision of this Agreement relieves the Town of its obligation to provide water or wastewater service, or both, to the Property.

SECTION 19. APPLICATION FOR SERVICE. Neither the Owner nor any successor owner or occupant (consumer) of the Property may connect a dwelling unit or other improvement to the Town’s utilities until application has been made to the Town by an appropriate party and approval for such connection has been granted. Connections shall occur only in a manner approved by the Town.

SECTION 20. RELOCATION OF UTILITY IMPROVEMENTS. Relocation of utility improvements required for the Owner’s convenience or necessity shall be undertaken only at the Owner’s expense, provided such relocation can be accomplished without adverse impact on any other part of the utility improvements or other consumers.

SECTION 21. DISPUTES.

a. In the event that the Town or the Owner bring an action to enforce this Agreement by court proceedings or otherwise, the parties shall bear their own attorney fees at all levels. Venue for litigation of all disputes must be in the Circuit Court for the Fifth Judicial Circuit of Florida, in Lake County, Florida.

b. In disputes involving compliance with this Agreement, each party shall have all equitable remedies allowed under Florida law, including (but not limited to) declaratory judgment, injunctive relief without necessity of showing irreparable harm, and specific performance. Neither party shall be liable to the other for, and each party releases the other from, liability resulting in direct, indirect, incidental, special, consequential, and punitive damages arising out to the performance of or default under this Agreement, whether based on contract, warranty, or any other legal theory.

c. The Owner shall defend, indemnify, and hold harmless the Town and its officers and employees from all liens, claims, demands, costs (including attorneys’ fees and costs), expenses, damages, losses, and causes of action for damages (“Losses”) because of injury to persons or damage to or loss of property arising from or related to the design, construction, or installation of the utility improvements under this Agreement or otherwise caused by the acts or omissions of the Owner or its officers, managers, employees, agents, contractors or subcontractors, vendors, suppliers or other person acting under its request, control, or direction, and from defect in the design or installation of the utility improvements under this Agreement, except to the extent such Losses are caused

by the gross negligence or willful misconduct of the Town or its officers or employees.

d. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

e. This section will survive the expiration or earlier termination of this Agreement.

SECTION 22. ASSIGNMENT.

This Agreement may not be assigned by the Owner without the prior written consent of the Town, which shall not be unreasonably withheld.

SECTION 24. NOTICE; PROPER FORM.

A notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO TOWN : Town of Howey-in-the-Hills, Florida
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737
Attn: Town Manager

COPY TO: Thomas J. Wilkes, Town Attorney
301 East Pine Street, Suite 1400
Orlando, FL 32801

AS TO OWNER: _____

SECTION 25. TIME OF THE ESSENCE.

Time is hereby made of the essence of this Agreement in all respects.

SECTION 26. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations, whether verbal or written. This Agreement may not be amended except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement and with such writing approved by vote of the Town Council. Documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, and plans and specifications for the utility facilities as and when approved and filed with the Town are hereby incorporated herein by reference.

SECTION 27. BINDING EFFECT.

This Agreement may be recorded by the Town at the Town's expense, in the Public Records of Polk County, Florida This Agreement shall inure to the benefit of and be binding upon the successors to the parties in interest in the Property and shall constitute a covenant running with the Property. By acceptance of a conveyance, grant, devise, lease, mortgage, or other interest in the Property each grantee, devisee, lessee, mortgagee, and other successor in interest to the Owner, and all parties claiming by, through, or under each such person or entity, agree to be bound by all provisions of this Agreement.

SECTION 28. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 29. REIMBURSEMENT OF TOWN EXPENDITURES.

The parties expressly agree that this Agreement is entered into by the parties at the request and for the benefit of the Owner in the pursuit of its development business.

The Town has incurred and will incur substantial expenses that, but for its accommodation of the Owner’s business interests, the Town would not incur. To avoid those expenses in effect being paid by the general body of Town taxpayers, the Owner must reimburse the Town for all its expenses incurred directly in the drafting, negotiation, and administration of this Agreement, including its review of engineering plans and specifications and its inspection of construction and installation of utility improvements hereunder. The reimbursement shall be paid by the Owner no later than 30 days after its receipt of an invoice from the Town, showing reasonable itemization of the expenses incurred by the Town and receipts verifying the expenses.

[SIGNATURE PAGES FOLLOW]

WHEREFORE, the parties set their hand and seal as of the dates shown below:

BLUE SKY CAPITAL GROUP, LLC

by: _____

Print: _____

Title: _____

ATTEST:

Print: _____

Witness: _____

Print: _____

Witness: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of Blue Sky Capital Group, LLC, and they acknowledged executing the same freely and voluntarily and they are personally known to me or provided the following for identification _____. Sworn and subscribed before me, by said persons by means of { } physical presence or { } online notarization on the ___ day of _____, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2024.

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

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

by: its Town Council

by: _____
Hon. Martha MacFarlane, 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

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF LAKE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Martha MacFarlane, as Mayor of the Town of Howey-in-the-Hills, Florida, and she acknowledged executing the same freely and voluntarily. She is personally known to me.

Sworn and subscribed before me, by said persons by means of { } physical presence or { } online notarization on the __ day of _____, 2024, the said persons did take an oath and were first duly sworn by me, on oath, said persons, further, deposing and saying that they have read the foregoing and that the statements and allegations contained herein are true and correct.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2024.

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

EXHIBIT A
THE PROPERTY

[insert legal description]

#61174534 v2



Jo O. Thacker
Attorney
T: (407) 669-4230
jo.thacker@nelsonmullins.com

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nelsonmullins.com

September 19, 2024

NOTICE OF HEARING CANCELLATION

RE: Cancellation of Hearing for Request for Relief Denial of Ordinance 2023-009
Lakeview Investments, LLC V. Town of Howey-In-The Hills

Please take notice that the Hearing scheduled before Special Magistrate Jo O. Thacker on Friday, September 27, 2024, at 9:00 a.m. has been CANCELLED.

This is a courtesy notification. In the event the Hearing is rescheduled, there will be a new notice provided setting the date and time.

A handwritten signature in blue ink that reads 'Jo O. Thacker'.

Jo O. Thacker
Special Magistrate