

TOWN OF ASTATULA
Regular Council Meeting Agenda
Tuesday, August 12, 2025 6:30pm
Astatula Town Hall
25009 County Road 561 | Astatula, FL 34705

Join Zoom Meeting: <https://zoom.us/j/96777379920?pwd=H8GqeWJuWIR2sNfuTkj8ON4O2g4nI5.1>
Meeting ID: 967 7737 9920 | Passcode: 123456

Town Council Members

Zane Teeters, Jr. – Mayor
Marjorie Boyd – Vice-Mayor
Jeanne Quiros
Kay MacQueen
Cheryl Marinelli

Town Staff

Jennifer Tucker, Town Clerk
Wally Hoagland, Police Chief
David Langley, Attorney
Tom Harowski, Interim Town Planner (absent)

Call to Order

Invocation & Pledge of Allegiance

Roll Call, Acknowledgement of Quorum Present and Proper Notice Given

Welcome and Introduction of Guests

A. CITIZEN’S QUESTIONS AND COMMENTS

CITIZEN QUESTION AND COMMENT PERIOD

At this point in the meeting, the Town Council will hear questions, comments, and concerns from the citizens. If the issue raised is not on today’s agenda, action will not be taken by the Council at this meeting. Questions may be answered by staff or referred for appropriate staff action. If further action is necessary, the item may be placed on a future board agenda. Zoning and code enforcement matters cannot be discussed during the public comment period. Procurement matters not scheduled to be heard by the Council today also cannot be discussed during the public comment period. Public comment may be limited to 3 minutes.

B. AGENDA REVIEW

C. 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.

D. APPROVAL OF MINUTES

Approval of Minutes for July 7, 2025 Regular Council Meeting
Approval of Minutes for July 22, 2025 Special Council Meeting

E. PRESENTATIONS

Proclamation – Constitution Week – KM

E. STAFF REPORTS

Police Department & Code Enforcement – Chief Hoagland
Public Works – Interim Director Chief Hoagland
Town Clerk – Jennifer Tucker
Town Attorney – David Langley

F. OLD BUSINESS

1. Discussion and election of Director and Alternate for the Heartland League of Cities - JT

G. NEW BUSINESS

1. Discussion and action on Town's procedure for Human Resources Complaints made by employees against Council Members, Department Heads, or Supervisors – DL
2. Discussion and approval of proposal from Saltus Engineering for Consumptive Use Permit Renewal
3. Discussion and approval of implementation and use of fuel fleet cards - WH
4. Discussion and approval to amend 7.2 Payment in Lieu of Leave/Vacation Time of the Policy and Procedure Manual to allow buy back of accrued vacation time - WH
5. Discussion and approval of Plant Technicians Contract Amendment - JT
6. Discussion and approval of quotes for change-out of water treatment plant auto-flushers - WH
7. Discussion, update and action on gWorks and PowerDMS - ZT
8. Discussion and action on hiring a CFO - ZT
9. Discussion and action of Cheryl Marinelli attending FLC Conference August 14-16 - ZT
10. Discussion, update and action on bids for meeting minutes transcription - ZT
11. Discussion and action on mulch project at Joe Swaffar and Kirkwood Parks - ZT

H. COUNCIL DEPARTMENT LIAISON & COMMITTEE REPORTS

Public Works / Streets – Mayor Zane Teeters, Jr.

Finance / Grants – Vice Mayor Marjorie Boyd

Public Safety / Code Enforcement – Councilor Jeanne Quiros

Legal / Ordinances / Economic Development– Councilor Cheryl Marinelli

Land Development Regulations – Councilor Kay MacQueen

I. REVIEW

Items for Workshops and possible dates

Items for the next Regular Council Meeting

Items for a Special Meeting and possible dates

J. COUNCIL MEMBER MISCELLANEOUS COMMENTS

K. ADJOURNMENT

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 for such purpose 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 Astatula does not prepare or provide this verbatim record.
Note: In accordance with the F.S. 286.26; Any Persons with disabilities needing assistance to participate in any of these proceedings should contact Town Hall, 25009 CR 561, Astatula FL 34705, (352) 742-1100 at least two business days in advance of the meeting.

IMPORTANT DATES

Budget Workshops – Thursday, August 14 @ 5:00pm

Planning and Zoning Meeting – No August Meeting

Regular Council Meeting – September 9, 2025 @ 6:30pm

Solid Waste Hearing – Thursday, September 11, 2025 @ 6:30pm

1st Budget Hearing – Thursday, September 11, 2025 @ 7:00pm

2nd Budget Hearing – Thursday, September 25, 2025 @ 7:00pm

Town of Astatula is inviting you to a scheduled Zoom meeting.

Topic: **Regular Council Meeting** 08/12/25

Time: **Aug. 12, 2025 06:30 PM** Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96777379920?pwd=H8GqeWJuWIR2sNfuTkj8ON4O2g4nI5.1>

Meeting ID: 967 7737 9920

Passcode: 123456

Dial by your location

• +1 929 205 6099 US (New York)

• +1 346 248 7799 US (Houston)

Find your local number: <https://zoom.us/u/abZFFDCmQ1>



Join Zoom Meeting: <https://zoom.us/j/96777379920?pwd=H8GqeWJuWIR2sNfuTkj80N402g4nI5.1>
Meeting ID: 967 7737 9920 | Passcode: 123456

Having been duly advertised as required by law, Mayor Teeters called this Regular Council Meeting to order at 6:32pm. Pastor Matt Lovely gave the invocation, and Mayor Teeters led the Pledge of Allegiance. Mayor recognized past & present P&Z members present. Roger Mellen, Karen Smith, Brad Minger, and Bruce Hanawalt.

Town Council Members Present

Zane Teeters, Jr. – Mayor
Marjorie Boyd – Vice-Mayor
Jeanne Quiros
Kay MacQueen
Cheryl Marinelli

Town Staff Present

Jennifer Tucker, Town Clerk
Wally Hoagland, Police Chief
David Langley, Attorney
Tom Harowski, Interim Town Planner absent

CITIZEN'S QUESTIONS AND COMMENTS

Farmer Helfrich Banks – Shared summer crop tips (black-eyed peas, watermelon, okra, peanuts, sweet potatoes, and luffa). Reflected on America’s 249th birthday, emphasizing the nation as a melting pot of immigrants and urging respect for all.

Susan Richert – Raised concerns about backlog of meeting minutes; questioned why the previous mayor was not arrested for alleged embezzlement; supported name tags and business cards for Council; requested monthly financial reports in simplified format.

Miriam Gomes – Thanked Council for allowing the senior group “The Gathering” to use the Community Center; invited Council to attend meetings on the first Tuesday monthly.

Julia D’Arts – Shared domestic violence statistics; emphasized community responsibility to address the issue.

Mike Hopper – Opposed tax increases; reported deterioration of Tennessee Avenue roadway and overgrowth obstructing sidewalks; discussed safety concerns for pedestrians; offered contact for mowing services.

AGENDA REVIEW

[Motion to table consent agenda item by Mayor Teeters, seconded by councilor MacQueen.](#)

Motion approved unanimously by roll call vote.

CONSENT AGENDA

1. Plant Technician’s Annual Renewal Contract
[Tabled to August Meeting](#)

APPROVAL OF MINUTES

Aug. 13, 2024 Regular Council Mtg.
Sept. 10, 2024 Regular Council Mtg.
Sept. 23, 2024 Special Council Mtg.
Sept. 25, 2024 Emergency Special Council Mtg.
Oct. 7, 2024 Emergency Special Council Mtg.
Oct. 8, 2024 Regular Council Mtg.

Nov. 12, 2024 Regular Council Mtg.
Nov. 25, 2024 Special Council Mtg.
Dec. 4, 2024 Special Council Mtg.
Dec. 10, 2024 Regular Council Mtg.
Jan. 14, 2025 Regular Council Mtg.
Jan. 23, 2025 Special Council Mtg.

Extended discussion regarding the backlog of minutes. Several council members expressed discomfort approving action minutes for meetings they were not on the board for; Attorney Langley expressed urgency due to State Attorney's Office inquiry.

[Motion to table past minutes and direct clerk to obtain quotes for transcription made by Councilor MacQueen, seconded by Councilor Marinelli.](#)

Motion approved 4:1 by roll call vote.

Yea: Teeters, Boyd, MacQueen, Marinelli

Nay: Quiros

Jun. 10, 2025 Regular Council Mtg.

Jun. 24, 2025 Special Council Mtg.

[Motion to approve June minutes by Vice Mayor Boyd, seconded by Mayor Teeters.](#)

Motion approved unanimously by voice vote.

STAFF REPORTS

Police Department – Chief Hoagland

Law Enforcement: Participating in multi-state “Operation Slowdown” July 14–19; school zone camera installation planning underway; organizing backpack giveaway with food, games, and dunk tank fundraiser for APD Charity on August 2nd 10a-1p.

Code Enforcement: Closing old cases; may require Special Magistrate session in August; addressing properties with hurricane damage.

Public Works – Interim Director Chief Hoagland

Mowing season; down two positions but actively recruiting; addressing safety inspection recommendations and new playground equipment for the park.

Town Clerk – Jennifer Tucker

New hires adapting well; Clerk to attend training next week; finance report emailed to Council; invited questions in preparation for budget workshops.

Town Attorney – David Langley

Nothing to report at this time.

NEW BUSINESS

Consideration and approval of Resolution 2025-10 adopting the Maximum Millage Rate for FY2025-2026

Discussion of statutory requirements for setting maximum millage for TRIM notices. Clarified this is not the final rate; final adoption occurs during budget hearings. The council reviewed last year's rates and rollback rate process.

[Motion by Councilor Quiros to table for further information, seconded by Mayor Teeters.](#)

Motion approved unanimously by voice vote.

Consideration and approval to accept the 5% increase in the cost for the collection and disposal of solid waste for FY2025-2026.

Request from GFL for 4.58% increase. The council discussed poor service concerns.

Motion to deny the request for 4.58% increase made by Mayor Teeters, seconded by Vice-Mayor Boyd.
Motion to deny request for increase approved unanimously by roll call vote.

- ***8:13pm Mayor called for a 5-minute recess.***
- ***8:19pm Mayor reconvened the meeting.***

Consideration and approval of appointing Angie Hamblin to the Planning & Zoning Board

Ms. Hamblin shared she has been an Astatula resident for a little over a year but has lived in Lake County for about 24 years. She volunteers at events and has an interest in helping.

Motion to appoint Angela Hamblin to vacant P&Z board seat made by Mayor Teeters, seconded by Councilor MacQueen.
Motion approved unanimously by voice vote.

Review and approval of Surplus Property Policy

Attorney Langley explained the purpose of the policy is to allow department heads to appropriately dispose of surplus property valued under \$5,000 and the proper procedures to follow.

Motion to approve policy made by Vice-Mayor Boyd, seconded by Councilor Quiros.
Motion approved unanimously by roll call vote.

Discussion and approval of disposal of surplus property through an auction

Chief Hoagland informed the council that the PD has two patrol vehicles with equipment to dispose of and would like to sell them at an auction where other municipalities/police departments could purchase as is.

Motion to use auction to dispose of surplus property made by Councilor Quiros, seconded by Councilor MacQueen.
Motion approved unanimously by roll call vote.

Discussion and election of Director and Alternate for the Heartland League of Cities

- ***8:30pm to extend the meeting made by Mayor Teeters, seconded by Councilor MacQueen.***
- Motion approved unanimously by voice vote.**

The council would like additional information to understand the purpose of this league prior to voting.

Motion to table to August meeting to request more info and requirements made by Mayor Teeters, seconded by Vice Mayor Boyd
Motion approved unanimously by voice vote.

Discussion and approval of community involvement and unification activities as proposed by Julia D'Arts

Julia thanked everyone in attendance. Shared the acronym STIGMA and its meaning: Self-image and stereotypes, Traditional Roles in culture, Ineffective Communication, Guilt & Grief, Medical Issues, Anger and Abuse. She encouraged those present to be the one person to make a
2025-07-08 Regular Council Meeting Minutes

difference and help someone else out of abuse. We need unity in our community. She offered her services to help our community through creating and orchestrating programs to promote community involvement and unity. Councilor MacQueen happily offered to meet and assist Julia in her efforts.

Discussion on updating the town letterhead

Councilor MacQueen reported that as of July 1, state law (House Bill 549) requires all official materials to replace “Gulf of Mexico” with “Gulf of America,” including Town letterhead and media communications. She noted the Town was out of compliance. Discussion followed on where the wording appears, whether immediate action was required, and related geographic references.

Motion to direct town attorney to draft ordinance to update the town motto and letterhead to exchange the word Mexico to America made by Mayor Teeters, seconded by Vice Mayor Boyd.

Motion approved unanimously by voice vote.

Clerk Jennifer Tucker and Chief Hoagland-status updates of training and workloads of the new hires

The Town Clerk provided an update during her staff report. Chief Hoagland reported both departments are running well with two vacancies remaining and a new officer in training. All police staff have completed physicals and drug screens, with plans to move to a uniform provider for testing. Department evaluations are current except for new Public Works staff.

Council discussion regarding Councilwoman MacQueen’s recent request for business cards and name tags for Council members

The council discussed Councilor McQueen’s request for business cards and name tags, with debate over whether such items were budgeted. Vice-Mayor Boyd clarified she only sought cost and budget confirmation, not to oppose the purchase. The clerk explained the order process was already underway.

Discussion and approval to officially re-adopt the 2008 version of the Town of Astatula Personnel Rules and Regulations Manual

Attorney Langley and staff reviewed the history of the Town’s Personnel Rules and Regulations Manual, noting missing signed resolutions, absent exhibits, and uncertainty over whether the 2008, 2010, or 2012 versions were formally adopted. The 2008 manual is the last version clearly adopted in full, with later amendments but no complete replacement. Key differences involve paragraph 1.3 providing the mayor with more individual authority as opposed to the council. Discussion on legal clarity, potential liability, and ensuring a consistent base document before a new manual is finalized.

Motion to adopt paragraph 1.3 of the 2008 Rules and Regulation Manual known as the Policy and Procedure manual and all amendments since that time (excluding the missing 2010 exhibit A amendment) made by Mayor Teeters, seconded by Councilor Marinelli.

Motion approved 3:2 by voice vote.

Yea: Teeters, MacQueen, Marinelli

Nay: Boyd, Quiros

Discussion and Possible Action to Establish New Council Liaison Positions

Council discussed creating new liaison positions, with the first proposal to add “Utilities” to the existing Public Works and Streets liaison duties. The mayor cited the growing complexity of utility systems and upcoming wastewater plant responsibilities, while others raised concerns about maintaining proper staff chains of command.

Motion to include utilities in the liaison position of Public Works/Streets made by Mayor Teeters, seconded by Councilor MacQueen.

Motion approved unanimously by voice vote.

Discussion continued with creating a new liaison role to improve engagement with residents, organizations, and schools.

Motion to create a new Community Outreach & Education liaison position made by Mayor Teeters, seconded by Vice Mayor Boyd.

Motion approved unanimously by voice vote.

Motion to appoint Councilor MacQueen as the Community Outreach & Education liaison made by Mayor Teeters, seconded by Vice Mayor Boyd.

Motion approved unanimously by voice vote.

Lastly, council discussed creating a clerk's office and administration liaison, to be combined with the legal and ordinance liaison role, to improve communication, oversight, and support for administrative functions.

Motion to create a Clerk's Office & Administration liaison position made by Mayor Teeters, seconded by Councilor MacQueen.

Motion approved unanimously by voice vote.

Motion to appoint Councilor Marinelli as Clerk's Office & Administration liaison made by Mayor Teeters, no second.

Motion approved unanimously by voice vote.

Discussion and Possible Action Regarding:

Project Name: Town of Astatula Community Development Block Grant – Neighborhood Revitalization (CDBG-NR)

Project Number: 23DB-N31

Project Description: Town Water Plant Improvements for Fire Protection

The council reviewed the final stages of the \$700,000 CDBG water plant improvement project, requiring a \$55,592 Town match. The mayor proposed using ARPA funds, explaining the project's benefits, including a new 250,000-gallon tank to improve fire protection, reduce boil water notices, and address low pressure and sulfur issues.

Motion to approve spending \$55, 592.00 to match for water improvements made by Councilor Quiros, seconded by Councilor MacQueen.

Motion approved unanimously by roll call vote.

Discussion and Possible Action – Immediate Housekeeping and Updates to Official Town Media and Communications

The mayor discussed updates to the Town's official media and communications, noting most issues were corrected by the Clerk, with remaining items addressed as they arise.

No Action Necessary

Discussion and action on debt owed by former mayor.

The council discussed the unpaid debt owed by the former mayor. After prior repayment requests were ignored, members debated whether the matter was civil or criminal.

Motion to direct Chief Hoagland to inquire if this warrants criminal charges made by Mayor Teeters, seconded by Councilor MacQueen.

Motion approved unanimously by voice vote.

COUNCIL DEPARTMENT LIAISON & COMMITTEE REPORTS

Public Works / Streets – Mayor Zane Teeters, Jr.

Acknowledged Public Works doing well; Andy has taken control of the department and is managing solo during Larry’s pre-arranged vacation.

Finance / Grants – Vice Mayor Marjorie Boyd

Reported numerous resident complaints about frequent power outages, even during mild weather. Suggested aging infrastructure may be the cause; noted new housing has updated lines. The mayor has requested a meeting with SECO engineers to address concerns.

Public Safety / Code Enforcement – Councilor Jeanne Quiros

Nothing to report.

Legal / Ordinances / Economic Development– Councilor Cheryl Marinelli

Nothing to report.

Land Development Regulations – Councilor Kay MacQueen

She and the Mayor were featured on several news channels regarding the moratorium. Noted that Astatula is being viewed as a model example for other small towns.

REVIEW

Items for Workshops and possible dates

Budget Workshop – Tuesday, July 22, 2025 @ 6:30pm

Items for the next Regular Council Meeting

Tabled items

Items for a Special Meeting and possible dates.

Max Millage Rate – Tuesday, July 22, 2025 @ 6:00pm

COUNCIL MEMBER MISCELLANEOUS COMMENTS

The mayor thanked the council and staff for their dedication, acknowledging the late hour and emphasizing that despite occasional misunderstandings, everyone shares the goal of improving the Town.

Right before adjournment, Councilor Kay MacQueen requested scheduling a special meeting to address concerns about the Town Clerk position, including potential personnel changes and a review of the clerk’s responsibilities and duties. Attorney Langley requested specifics for the meeting for compliance with the Town’s Rules of Order, which require that special meeting notices specify the date, time, place, and the business to be transacted. During this exchange, the Town Clerk informed the council that she would be unable to attend the meeting because she would be in Miami for training on that date. Despite this, Councilor MacQueen continued to request that the meeting be scheduled.

Motion to have a special meeting to discuss the Town Clerk’s position on Wednesday, July 16th at 6:30pm made by Councilor MacQueen, seconded by Mayor Teeters.

Motion passed by 3:2 voice vote.

Yea: Teeters, MacQueen, Marinelli

Nay: Quiros, Boyd

ADJOURNMENT 10:38 pm

Respectfully submitted,

Zane Teeters, Mayor

ATTEST:

Jennifer Tucker, Town Clerk

Minutes approved by _____ voice vote on _____.



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Meeting ID: 971 3337 1743 | Passcode: 123456

Mayor Teeters called the meeting to order at 6:06pm. Pastor Steve Lee offered the invocation, followed by the Pledge of Allegiance led by Mayor Teeters. Roll Call was performed, meeting notification was confirmed, and a quorum was declared.

Town Council Members

Zane Teeters, Jr. – Mayor
Marjorie Boyd – Vice-Mayor
Jeanne Quiros
Kay MacQueen
Cheryl Marinelli

Town Staff

Jennifer Tucker, Town Clerk
Wally Hoagland, Police Chief
David Langley, Attorney (absent)

CITIZEN'S QUESTIONS AND COMMENTS

Karen Smith – Clarified info on Form 1 with the clerk.

Rebecca Sims (via Zoom) – Asked about the difference between the proposed maximum millage rate and the previous year's rate.

Susan Richert – Stated that the Town should operate under the 2008 Policy and Procedures Manual.

AGENDA REVIEW

Mayor Teeters noted that items 2 and 3 were listed as new business but believed they should be under old business since they had been previously discussed. The clerk clarified that the resolutions had not yet been presented to the Council, justifying the new business classification.

OLD BUSINESS

Consideration and approval of Resolution 2025-10 adopting the Maximum Millage Rate for FY2025-2026

Mayor Teeters reviewed the taxable value certification from the Lake County Property Appraiser, explaining the rollback rate calculations, taxable property values, and reasons for maintaining the maximum millage rate at 7.5 mills. He explained that the maximum rate is a ceiling for TRIM notices, not necessarily the final adopted rate.

Vic Stone asked for clarification of rollback rates and their relation to proposed millage.

Motion to read by title only made by Councilor Quiros, seconded by Vice Mayor Boyd.

Motion approved unanimously by roll call vote.

Motion to approve Resolution 2025-10 made by Councilor Quiros, seconded Vice Mayor Boyd.

Motion approved 4-1 by roll call vote.

Yea: Teeters, Boyd, Quiros, Marinelli

Nay: MacQueen

NEW BUSINESS

Consideration and approval of Resolution 2025-11 adopting and reaffirming paragraph 1.3 of the 2008 version of the Policy and Procedure Manual; affirming all other amendments to the Astatula Policy and Procedure Manual

Motion to remove item made by Councilor MacQueen, seconded by Councilor Marinelli.

Motion unanimously approved by voice vote.

Consideration and approval of Resolution 2025-12 adopting and re-affirming the 2008 version of the Policy and Procedure Manual; affirming all other amendments to the Astatula Policy and Procedure Manual

Motion to read by title only made by Councilor MacQueen, seconded by Councilor Marinelli.

Motion approved unanimously by voice vote.

Motion to approve Resolution 2025-12 made by Councilor Marinelli, seconded by Mayor Teeters.

Motion approved 3:2 by roll call vote.

Yea: Teeters, MacQueen, Marinelli

Nay: Boyd, Quiros

D. COUNCIL MEMBER MISCELLANEOUS COMMENTS

Mayor Teeters reported that he had an “epiphany” regarding the repayment efforts for funds received by the former mayor. He explained that during the previous year’s budget amendment process, the Council had retroactively approved the payment in question, possibly negating repayment requirements. He instructed the Police Chief to pause further collection efforts until the Town Attorney provides a formal legal opinion.

Miriam Gomes inquired why the town is continuing to look for money that was given as an internal mistake to the former mayor who went way above and beyond his mayoral duties.

Vice Mayor Boyd expressed that the former mayor had contributed significantly to the Town and supported the mayor’s decision to pause action until legal advice is received.

Councilor Marinelli stated that while the mistake may require the Town to absorb the cost and move on, she believed the former mayor should have known to return the overpayment

E. ADJOURNMENT 6:40 pm

Respectfully submitted,

Zane Teeters, Mayor

ATTEST:

Jennifer Tucker, Town Clerk

Minutes approved by _____ voice vote on _____.

BY-LAWS OF THE HEARTLAND LEAGUE OF CITIES, INC.

State Corporation Number: N34200

FEIN: 59-2962526

Original Filed and Approved:

ARTICLE I

Section 1. Purpose and Mission.

The purpose of the Heartland League of Cities, Inc. (hereafter, "the League"), is to encourage sharing of information and benefits among the municipal and local governments of Lake County, Florida and adjoining municipal government members within contiguous counties.

ARTICLE II

NAME AND OFFICE

Section 1. The name of the organization shall be Heartland League of Cities, Inc., Hereinafter called the "League."

Section 2. The principal office of the League shall be located at a place designated by the Board of Directors.

Section 3. Other offices for the transaction of the League business may be located at such places as the Board of Directors may from time-to-time determine.

Section 4. Unless otherwise provided in these By-Laws, Robert's Rules of Order Revised shall govern all matters of procedure.

ARTICLE III

MEMBERSHIP

Section 1. The following municipal corporations are eligible for membership in the League: A listing of eligible municipal corporations is attached as Exhibit A.

As used herein, the term "Municipality" shall include all members whether cities or towns. Other municipalities may be considered for membership by the Board of Directors.

Section 2. Associate memberships may be accepted and approved by the Board of Directors upon application and payment of dues. Business firms, county government, independent special districts, regional public agencies, non-profit organizations, elected state and federal officials/offices representing League Municipalities, other organizations as approved by the Board, and individuals may be Associate Members.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The business and property of the League shall be managed by a Board of Directors, which shall consist of one (1) duly designated representative from each Member municipality, the League's Immediate Past President as a non-voting member, provided that they are eligible (as defined in Section 2) and are not designated as a municipality's voting member and two (2) non-voting, municipal officials (i.e., City Manager/Administrator, City Clerk, or City Attorney) annually appointed by the Board.

Section 2. Each Member municipality shall designate one (1) of its elected, governing board members to serve as Director of the League for a period of one (1) year commencing at the date of the Membership meeting in September of each year. The representatives of such municipalities shall be chosen by each municipality in such a manner as it determines. Each Member municipality shall notify the Executive Director of the selected representative's name and municipal position at least one (1) month prior to the commencement of the term of office. Unless otherwise required by the By-Laws, no formal method of appointment shall be required of such representatives to the Board of Directors.

Section 3. No person shall be eligible to be a Director of the League of Cities who is not an elected officer of a Member municipality; however, an appointed municipal official may serve as an Alternate for that municipality. If any such person who is serving as a Director shall cease to hold such a position with a Member municipality, they shall cease to be a Director, and the position will become vacant until the Member municipality selects a qualified elected official from the Member's governing body to fill the unexpired term on the Board pursuant to Article III, Section 2. The Board of Directors shall have the power to remove a Director at any time for just cause, including absence for more than two (2) consecutive meetings of the Board without giving notice of absence to the Executive Director.

Section 4. Associate members shall have no voting privileges.

Section 5. The Board of Directors meet at least quarterly to conduct and manage the business of the League. The President shall determine the time and location of such Board meetings, or in their absence, the Vice President. Virtual meetings may be held with Board concurrence. Notice of such meetings will be provided to the Board of Directors with not less than ten (10)-days' notice prior to the holding of such Board meeting. Emergency Board meetings may be called by the President, Vice President, or by a majority of the Board of Directors, upon twenty-four (24) hours' notice.

Section 6. A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of qualified, voting members of the Board who are present at the meeting, with a minimum of five (5) members. At any time during the meeting, the majority of those present shall have the power to adjourn the meeting to a future time.

Section 7. Each Director shall be entitled to one (1) vote per issue as determined by the Board of Directors.

Section 8. The Director, or a designated alternate voting representative when the Director is unable to attend the Board meeting, may cast their vote in the following manner: for, against or abstain. The alternate voting representative may be an appointed official from the appointing Member's municipality. An abstaining vote shall be counted as a vote for the purpose of ascertaining a quorum.

ARTICLE V OFFICERS

Section 1. The Officers of the Board of Directors shall consist of a President and all the Vice Presidents and the Executive Director.

Vice President, Secretary, and Treasurer. Any person elected to serve as an officer must currently be serving as a Director from a Member municipality. No Member municipality will have more than one representative on the Board of Directors.

Section 2. The Officers shall be elected by majority vote of the Board of Directors prior to the League membership meeting held in November. Each Officer shall hold offices beginning January 1st of the next calendar year, consistent with the fiscal year as outlined in ARTICLE VII, Section 1. At the end of the fiscal term current officers shall automatically advance to the next highest office shown, provided they are still qualified per ARTICLE IV, Section 1, and agree to the advancement:

President becomes Past President

First Vice President becomes President.

Second Vice President becomes First Vice President

Second Vice President in charge of Marketing becomes Second Vice President.

The open office of Second Vice President in charge of Marketing shall be recommended by the Nominating Committee resulting from self-nominations by qualified Board members wishing to be considered. Those wishing consideration shall submit a short resumé to the Nominating Committee outlining their experience and participation in League activities, functions, committees, and attendance.

Presidents may not succeed themselves, except in cases when serving an unexpired term. Nothing in this section shall preclude an individual from serving non-successive terms as President.

Section 3. The President shall preside at all Board of Directors' and Membership meetings, shall have general supervision over the affairs of the League and the other officers, and shall perform all such duties as are related to the office of President.

- a) In the absence or disability of the President, the First Vice President shall perform the President's duties, and in the absence or disability of both the President and the First Vice President, the Second Vice President shall perform the President's duties.
- b) In the event the President resigns or fails to continually qualify, the First Vice President shall become President. After this, the remaining subordinate officers shall advance to the next higher office. Any other Officers creating a vacancy by resignation or continually qualifying to hold office will be filled by the Board of Directors through the Nominating Committee process of self-nominations as outlined in Section 2.

Section 4. The Executive Director shall verify attendance at membership meetings, ensure that the minutes are properly recorded and filed, and shall perform all other duties as may be designated by the President or the Board of Directors.

Section 5. Legislative Committee.

- a) The First Vice President shall chair the Legislative Committee. Each Director shall serve as a member of the Legislative Committee or may designate the Alternative Director or any elected or appointed official or employee from the same member city to serve instead.
- b) In consultation with the Florida League of Cities, the Legislative Committee shall present to the Board of Directors a recommended Legislative Program, not less than sixty (60) days prior to the opening of the regular session of the

Florida Legislature, as provided by law. The Legislative Program, when debated and adopted by the Board of Directors, shall be the official position of the League, and shall be distributed to the members of the Legislative Delegation, and advocated to them by the Legislative Committee.

- c) During the regular session of the Florida Legislature, the Legislative Committee shall review and evaluate the status of the Legislative Program and shall support and encourage the enactment and adoption of its constituent items. Unless otherwise determined by the Legislative Committee Chair, the Legislative Committee shall meet at least monthly during the Legislative Session to determine and act upon local response to the actions of the Legislature and shall keep in regular contact with the Florida League of Cities regarding pending legislative matters.
- d) In addition to recommending a Legislative Program, the Legislative Committee may recommend, and the Board of Directors may adopt a Local Program to be advocated to the respective Boards of County Commissioners, and to other boards and commissions affecting the League's membership.

Section 6. The President shall annually appoint a Finance Committee. The Second Vice President shall serve as chair of the Finance Committee, shall review revenues and expenditures as may be appropriate to ensure financial integrity and shall assist the President and First Vice President in performing the duty set out herein.

Section 7. The Executive Director shall present the financial report at the quarterly membership and Board meetings. The Executive Director shall perform all other duties as may be designated by the President. The Executive Director will sign all checks. In the absence of the Executive Director the President will sign checks.]

Section 8. Upon approval of the Board of Directors, travel expenses of an official representative may be paid from League funds.

ARTICLE VI

EXECUTIVE DIRECTOR

Section 1. The Board of Directors, by majority vote, may secure the services of an Executive Director, who shall serve at the pleasure of the Board of Directors. The Executive Director shall receive such compensation as may be approved from time to time by the Board of Directors.

Section 2. The Executive Director shall be responsible for conveying necessary information between and among the members of the Board of Directors, as directed by the President. At minimum, this information will include ten (10) days' notice of any regularly scheduled meeting, and adequate notice of any special meeting held under these bylaws. The Executive Director shall prepare, and upon approval, send all correspondence for the League and its various committees. There shall be 48-hour notice given to the Board of Directors for special meetings.

Section 3. The Executive Director, in consultation with the President, shall determine and execute logistical arrangements for all meetings of the League, and of its committees. At minimum, the arrangements will include the time, date, and place of every meeting.

Section 4. The Executive Director or designee shall take minutes at each meeting of the League and shall distribute them promptly to the members prior to the next meeting at which approval of the minutes is to be considered. Upon approval of the minutes, the Executive Director shall maintain them as part of the permanent records of the League, together with any pertinent documents or resolutions which may become part of the record. The Executive Director shall be custodian of the records of the League.

Section 5. The Executive Director shall maintain the bank and financial records of the League and shall sign checks and other financial documents. Following the conclusion of each fiscal year, the Executive Director shall provide for the financial records of the previous year to be audited. The written audit shall be submitted to the Board of Directors prior to the adoption of dues for the next fiscal year.

Section 6. The Executive Director shall assist the Finance Committee in preparing and updating the budget by providing data and interpretation of financial information for the League, and in consultation with the Executive Committee, shall see that any financial obligations of the League are duly and timely paid.

Section 7. In addition to these duties, the Executive Director shall perform such other duties as may be required by the Board of Directors.

ARTICLE VII

MEMBERSHIP MEETINGS

Section 1. The League shall meet at least quarterly. Membership luncheon meetings will be held on the second (second) Friday of every all-other months as approved by the Board. Meeting dates may be moved with the approval of the Board.

Section 2. Notice of the time and place of all membership meetings shall be given to each Member of the League not less than ten (10) days prior to the holding of such a meeting.

Section 3. The President, or in their absence, the First Vice President, shall preside at all such Membership meetings.

ARTICLE VIII

DUES

Section 1. The fiscal year shall be from October 1st of each year through September 30th of the following year.

Section 2. Prior to the beginning of each new fiscal year, the Board of Directors shall establish dues which shall be levied against each member city and Associate Member. The dues for membership to the League shall be approved each year with the adoption of the Annual Budget.

Section 3. Dues are payable on or before October 1 each year. Dues not paid by November 1 shall be reported by the Executive Director at the November meeting. Failure of any Member to make timely payment of dues may cause suspension of the voting rights of that municipality. Failure of any Member to make timely payment of dues may cause that Member to be subject to disenrollment as a member.

ARTICLE IX

NOMINATING AND OTHER COMMITTEES

Section 1. Each year the President shall appoint from the Board of Directors the following committees to consist of not less than five (5) persons:

a) Nominating Committee - shall review all self-nominations, as necessary, to serve as officers of the League and make recommendations to the Board of Directors prior to an election. One of the two appointed, non-voting municipal officials shall serve as the Committee Chair. The Nominating Committee will be appointed no later than May 1st of each year. The Nominating Committee will present a proposed slate of Officers to the Board no later than October 31st of each year for approval for approval at the November meeting.

b) Other Committees - The President may also appoint such other committees, from time-to-time, as s/he shall deem necessary. Every two years the President shall appoint a by-law review committee, who shall recommend any changes before the Annual Budget is approved for that year.

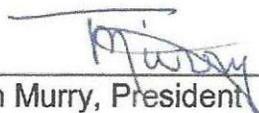
Section 2. Membership of the standing committee and other committees appointed by the President shall be limited to elected officials and appointed personnel (e.g., City Managers, City Attorneys, and department heads) of the member municipalities, provided that the majority of the members of any committee shall not be composed of officers or appointed personnel of any one municipality. The terms of the members of all committees shall terminate upon a newly elected President taking office.

ARTICLE X

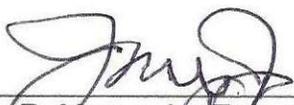
AMENDMENTS

Section 1. These By-Laws may be amended in a manner as defined in Article IX, Section 1(b) by the action of a majority vote at any regular or special Board meeting with at least thirty (30) days advance notice.

Duly adopted according to the Bylaws of the Heartland League of Cities on the ninth day of May, 2025.



Tim Murry, President
Heartland League of Cities, Inc.



Jim R. Myers, Jr., Executive Director
Heartland League of Cities, Inc.

EXHIBIT A

Lake County Cities

- Astatula
- Clermont
- Eustis
- Fruitland Park
- Groveland
- Howey-in the Hilla
- Lady Lake
- Leesburg
- Mascotte
- Minneola
- Montverde
- Mount Dora
- Tavares
- Umatilla

Sumter County Cities

- Bushnell
- Center Hill
- Coleman
- Webster
- Wildwood

Associated Non-voting Members.

- Lake County Commission
- Sumter County Commission

Other members may be added as provided by the Bylaws.

April 18, 2025

Zane Teeters, Mayor
Town of Astatula
25009 CR 561
Post Office Box 609
Astatula, FL 34705
zteeters@astatula.org

Subject: Proposal for Groundwater Modeling and Preparation of Consumptive Water
Use Permit Application and Supporting Documentation

Dear Mr. Teeters:

Saltus Engineering, Inc. (Engineer) is pleased to submit this proposal for professional Civil/Environmental engineering services to the Town of Astatula (TOWN). If you agree with the proposal, please print, sign and return the signature page as the Notice to Proceed. The Groundwater Modeling work will be performed by Liquid Solutions Group, LLC, Geneva, FL.

Background

TOWN owns and operates a water treatment plant (WTP) with two (2) deep wells that supply the community. The withdrawal from the wells is authorized under St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) 2962-3 that will expire December 18, 2025.

TOWN has asked Engineer to provide services to renew the permit.

The Scope of Work is described below.

Scope of Work

This Scope of Work is divided into two (2) tasks:

Task 1– Groundwater Modeling Impact Assessment

This work will be performed by Liquid Solutions Group as a subconsultant to the Engineer in accordance with their April 16, 2025 proposal which is attached for review and reference.

Task 2 – CUP Permitting

Engineer will attend pre-application meetings and prepare and submit CUP permit application to SJRWMD for the permit renewal. Submittal will include the following:

- SJRWMD Permit Application Form(s)
- Comprehensive Water Audit and Unaccounted for water assessment
- 20-year Water Use Projections
- Update Water Conservation Plan
- Respond to SJRWMD questions and requests for additional information.

CLIENT RESPONSIBILITIES

City shall provide the following:

1. Access to the facilities and records as needed.
2. Permitting fees.
3. Information regarding previously developed plans.
4. Surveying or geotechnical services, if needed.

SCHEDULE

The following schedule is proposed for the Scope of Services:

- Task 1 Groundwater Modeling – within 120 days of. Notice to Proceed
- Task 2 CUP Permitting – within 180 days from Notice to Proceed

BUDGET AND PAYMENT

The Work described herein is proposed on a lump sum basis inclusive of expenses. The proposed budget is presented in Table 1 below:

Table 1 - Professional Engineering Services Fees for Scope of Work	
Task Description	Lump Sum Fee
Task 1 – Groundwater Modeling Impact Assessment	\$14,935
Task 2 – CUP Permitting	\$12,300
TOTAL	\$27,235

Engineer shall bill Client on a monthly basis for the percentage of work completed.

Contract terms and conditions will be as outlined in Attachment A – Saltus Engineering, Inc. Engineering Division General Conditions. This proposal shall expire 60 days from the date of this solicitation.

I sincerely appreciate and look forward to this opportunity to be of service to TOWN.

AUTHORIZATION

Accepted By:

_____ Signed:	_____ Date:	_____ Signed:	_____ Date:
Saltus Engineering, Inc. David J. Bolam, P.E. President		Zane Teeters Town of Astatula Mayor	

Attachments



April 16, 2025

Mr. David J. Bolam, P.E.
President
Saltus Engineering, Inc.
P.O. Box 8969
Fleming Island, Florida 32006

SUBJECT: Engineering Services for Town of Astatula CUP Groundwater Modeling Impact Assessment

Dear David:

This letter shall serve as an Agreement between Saltus Engineering, Inc. ("SE") and Liquid Solutions Group, LLC ("LSG") for the provision of engineering services ("Services") by LSG. Specific services under this proposal are described in Attachment A to this Agreement. As noted in Attachment A, additional services can be provided for an additional fee.

The total compensation for these services will be \$14,935. Billing shall occur monthly in proportion to the amount of work completed. Payment shall be due upon LSG's submission of invoice.

LSG's liability shall not exceed the fee that it receives hereunder, and it shall in no event be liable in contract, tort, or otherwise, for any indirect or consequential damages, including but not limited to loss of profits, loss of use, loss of revenue, loss of capital, loss of goodwill, or any other incidental or consequential damages arising out of its performance of the Services.

Please acknowledge your acceptance of the terms of this agreement by signing both copies and returning one to the undersigned.

Sincerely,
Liquid Solutions Group, LLC

By: _____ (Date)
Roberto Denis, Managing Member

Acknowledged and Accepted:
Saltus Engineering, Inc.

By: _____ (Date)
David Bolam, President

**LSG PROPOSAL FOR GROUNDWATER MODELING SERVICES FOR TOWN OF ASTATULA
CUP 2962-4 APPLICATION**

Overview

Liquid Solutions Group (LSG) is pleased to provide the following scope of services to Saltus Engineering (SE) to perform a groundwater modeling impact assessment to support the St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) application 2962-4 for the Town of Astatula (Town). The site is in Southeast Lake County, between County Roads 455 and 448 (north to south), east of State Road 19 in vicinity of County Roads 561 and 48.

Background and Project Understanding

The current CUP (2962-3) for the Town allocates **0.107 million gallons per day (MGD)** of groundwater from the Upper Floridan aquifer for public supply use to serve a projected population of 774 through 2025. This permit will expire on December 18, 2025.

According to the water use meter readings submitted to SJRWMD, the average water use by the Town for 2024 was 0.070 MGD, with a maximum rolling average of 0.091 MGD that occurred in May 2024. Calculations for the projected water demand (through 2030 for a 5-year permit and through 2045 for a 20-year permit) are currently underway by others. The projected water demand includes both new development and conversion from Domestic Self Supply (DSS) to water supplied by the Town. It is anticipated that one new production well will be required to meet the future water demand. The location of this new well will be provided to LSG prior to beginning the groundwater modeling assessment.

This project will first involve coordination with SJRWMD permit review staff to coordinate the details on the groundwater modeling to be performed and conduct a groundwater impact evaluation. This will be followed by Task 2, which is to perform the groundwater modeling and required analyses. Task 3 consists of preparing a Groundwater Impact Assessment report.

Scope of Services

The proposed work is divided into 3 work elements, or tasks.

Task 1 – Meetings and Coordination

LSG will participate in up to two meetings or teleconferences with SE to discuss project progress and permitting strategy throughout the project. In addition, LSG will coordinate with SJRWMD to reach a consensus of the details of the groundwater modeling (e.g., how to represent the phasing out of DSS) and follow-up analyses required.

Task 2 – Groundwater Modeling

After finalizing the details with SJRWMD, LSG will prepare the groundwater modeling simulations using the Regulatory Tool version of the East-Central Florida Transient Expanded version 2 (ECFTXv2) model will most likely be used. The results from these simulations will be utilized to perform the requested analyses, which may include:

- Evaluation of whether the requested allocation will affect Minimum Flows and Levels (MFL) water bodies;
- Evaluation of whether the requested allocation will adversely affect natural systems, such as wetlands and other surface waters;
- Evaluation of whether the requested allocation could cause water quality changes or saline intrusion; and
- Evaluation as to whether the requested allocation will cause interference with other existing legal uses of water.

The modeling does not include simulations to mitigate or offset impacts due to pumping (in the event that impacts in excess of allowable levels are found), The deliverables for this task will be the electronic groundwater modeling files to be provided to SJRWMD in support of the permit application.

Task 3 – Report

LSG will prepare a Groundwater Impact Evaluation report that may be used as supporting information for the permit application.

A draft report will be submitted to SE for review and feedback. LSG will promptly integrate any review comments and prepare the final report, along with the groundwater modeling files package.

Schedule

Once the proposed water demand and new well location is finalized, we will commence the modeling effort described above. We would allow 6 weeks to run the model simulations, prepare a draft report, and submit for review by the project team.

Fees

The fee for the aforementioned services is **\$14,935** on a lump sum basis.

Attachment A – SALTUS ENGINEERING, Inc. Engineering Services General Conditions

Billing and Payment. Invoices [detailing the work completed](#) will be submitted by SALTUS ENGINEERING, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. [All expenses shall be pre-approved, in writing, by the Client.](#) Payment of each invoice [for pre-approved expenses and services approved by the Client](#) will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer. Except however, nothing herein shall be deemed to require non-disclosure of records and material that are subject to Florida's public records law or otherwise cause the Client to violate Florida law or legal process.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other whether it was Client or the Engineer, their employees, agents, Client or the Engineer, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineers estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services [approved by Client and](#) rendered to the date of termination, all [pre-approved](#) expenses subject to

reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made. Additionally, Client may terminate this Agreement for any reason, with 30 days prior written notice to the Engineer. Client shall pay for all pre-approved expenses and services approved by Client through the date of termination.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. Client is the sole and exclusive owner of all documents, and may reuse such documents at the Client's sole risk and without liability or legal exposure to the Engineer.

Liability. The Engineer is protected by professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer shall also maintain worker's compensation insurance as required by Florida law. The Engineer agrees to compensate the Client for loss, damage, injury or liability arising from the negligent acts or omissions of the Engineer, its employees, agent, subcontractors and their employees—If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense. The Engineer shall add, at no cost to Client, the Client as an additional named insured to the Engineer's commercial general liability insurance policies to protect the Client from claims related to death, injury, or property (real or personal) damage resulting from the performance of services.

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES.—Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Sovereign Immunity. The Client's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Client beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Client's sovereign immunity under Section 768.28 of the Florida Statutes.

Public Records – Pursuant to section 119.0701, Florida Statutes, the Engineer shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to: (i) keep and maintain all public records that ordinarily and necessarily would be required by the Client to keep and maintain in order to perform the Services; (ii) upon request from the Client's custodian of public records, provide copies to the Client within a reasonable time and public access to said public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (iii) ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) meet all requirements for retaining said public records and transfer, at no cost, to the Client all said public records in possession of the Engineer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (352) 742-1100, JENNIFER TUCKER, TOWN CLERK, 25019 COUNTY ROAD 561, ASTATULA FL 34705, GWELLS@ASTATULA.ORG.

Expenses of Litigation. Each party shall pay its own costs and expenses for litigation.

Controlling Law; Venue. This Agreement is to be governed by the law of the State of Florida. The parties agree that venue for any suit or action related to this Agreement shall be instituted and prosecuted in the courts of Lake County, State of Florida, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth [in the proposal](#) are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or

material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all liabilities and waives all claims against the Engineer relating thereto.

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement [for services approved by the Client](#), (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.

Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Engineer Retaining Consultants. In the event that Engineer is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Engineer harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Engineer, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Engineer arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Engineer agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreements with the Engineer to the Owner. Provided, however, nothing herein shall be deemed a waiver of the right of Sovereign immunity under the laws of the State of Florida.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed at cost. Internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Company and personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel.

STAFF REPORT

07/31/25

Amended Vacation Leave Buyback Policy

2008 Astatula Policy Manual 7.2

To support flexibility and recognize the varied needs of our employees, The Town of Astatula should amend section 7.2 of its 2008 Policy and Procedure manual, Payment in Lieu of Leave/Vacation time.

Amend Paid Vacation policy to allow eligible employees the option to sell back unused Vacation hours at a **50% payout rate**.

Eligibility:

- Employees must be in good standing.
- Must have a minimum Vacation Day balance after buyback.
- Buyback requests are limited to once per calendar year.
- Only vacation accrued and unused as of the end of the third year is eligible.

Buyback Rate:

- Vacation will be paid out at **50% of the employee's base hourly rate** at the time of the request.
- Example: An employee with a base rate of \$30/hour will receive \$15/hour for each hour of Vacation sold back.

Request Process:

1. Submit a Vacation Buyback Request Form to the Department Head.
2. Department Head will verify eligibility and current Vacation balance.
3. Approved requests will be processed on the next regular payroll cycle following approval.

Additional Notes:

- This policy does not apply to Vacation Leave payouts upon termination of employment, which will follow the full accrual value per the existing separation policy.
- The Town of Astatula reserves the right to revise or discontinue this policy at any time with or without notice.
- Vacation Leave is earned by our Employees and should not be taken completely away from them at the end of the Fiscal Year.

Chief W. Hoagland

accrue at a rate of twelve (12) hours per month. Sixteen (16+) years accrues at a rate of sixteen (16) hours per month. Annual leave pay may be accumulated over a two (2) year period. Any leave accumulated beyond the two (2) year's schedule will be lost. Part time employees are not eligible for paid leave time. The Mayor has the final determination on use of accrual leave time.

Vacation credit may be used as accrued after the employee has completed twelve (12) consecutive calendar months of employment. Previous employment with the Town will not count towards years of full-time service. Vacation leave may not be taken in periods of less than four (4) hours per shift.

7.2 PAYMENT IN LIEU OF LEAVE/VACATION TIME No employee shall be permitted to forego his/her vacation and receive pay in lieu thereof, except that an employee who is separated from the Town payroll, for any reason, before receiving all of the vacation for which he/she has become eligible prior to the time of his/her termination, shall receive pay for that portion of his/her vacation due but not received, at the discretion of the Mayor.

7.3 EXCHANGE OF LEAVE/VACATION TIME Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes, shall at the request of the employee and within the discretion of the department head be charged against vacation allowance with the approval of the Mayor. When a regularly scheduled holiday occurs during the period of an employee's leave, the holiday will be granted.

7.4 SCHEDULING AND USE OF VACATION TIME Each department head shall keep record of vacation allowance and use and shall schedule annual leave with particular regard to the seniority of employees, to accord with operating requirements and, insofar as possible, with the requests of the employees. Employees are to outline the desired dates of vacation the first month of the new calendar year and submit the schedule to their supervisor. An employee who is eligible for vacation may take it at any time agreeable to the employee and supervisor. The employee must complete a Leave Request Form.

Each supervisor may use whatever methods of compiling and scheduling leave requests he/she wants to, as long as the methods are reasonable, fair, consistent and not discriminatory against any individual or group. Supervisors shall not schedule vacation in such a way that departmental operations are adversely affected. Supervisors shall respond to an employee's request for vacation as quickly as possible.

7.5 HOLIDAY LEAVE Holidays will be paid providing the employee works the scheduled shift the day before and the scheduled shift the day after unless special circumstances have been pre-approved.

Holidays may be designated annually by Town Council Resolution.

OFFICIAL HOLIDAYS

The following are holidays which shall be observed by all Departments in which functions can be discontinued without adversely affecting required services to the public:

- | | |
|--------------------------|---------------|
| New Year Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |

Staff Report

07/31/25

Switching from The Town Fuel Pump to Fleet Gas Cards

We have had several issues in the past and present with the Town fuel pump. Maintenance cost has become a recent issue along with the use of more diesel vehicles, and the lack of a diesel pump. A huge problem we have had in the past is when the pump breaks down, we have to share one debit card to fuel patrol vehicles. During Hurricanes preparation in the past we have been demined or did not receive a fuel deposit because we were lower on the list.

The fuel system we have now is antiquated and fuel is difficult to track. Switching to fleet card gas cards can offer several benefits for the Town to manage multiple vehicles and to better control fuel expenses.

Benefits of Switching to Fleet Fuel Cards

1. Expense Tracking & Reporting

- Monitor fuel purchases by vehicle or driver.
- Detailed reports help spot misuse or inefficiencies.

2. Spending Controls

- Set limits by amount, time, location, or fuel type.
- Reduce unauthorized purchases.

3. Fuel Discounts

- Many fleet cards offer rebates per gallon or partner discounts.

4. Simplified Accounting

- Consolidated billing for all vehicles.
- Easy integration with accounting software.

5. Tax & IFTA Support

- Simplified reporting for fuel tax and IFTA compliance.

These are just a few benefits to switching to Fleet Gas cards. The ability to get gas at multiple gas stations throughout the area. The Knowledge that we will not run out of gas when it is need. No maintenance cost. The Fleet cards can be used by all employed individuals when they are traveling for classes of conferences. A better fuel tracking system to keep an eye on fuel cost.

Thank you for your consideration,

Chief W. Hoagland

STATE OF FLORIDA FUEL CARD PROGRAM



CONTRACT NO. 973-163-10-1

BETTER SAVINGS

Get monthly rebates based on gallons purchased

Use electronic billing to reduce administrative costs

Participation is FREE — no enrollment, setup, or card fees

BETTER SECURITY

Manage spending with purchase limits you control

Use Driver IDs at the pump to **help prevent fraud and misuse**

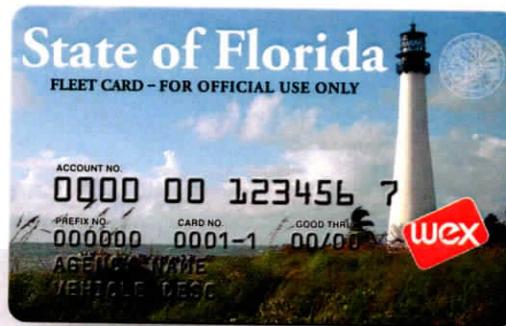
BETTER ACCOUNTING

Track spending online and see fuel grade, cost per gallon, and sales tax for every purchase

Download monthly reports including exception reporting

Tax exemption and reporting available for qualified fleets

A BETTER EXPERIENCE



APPLY TODAY

State of Florida Fuel Card Contract No. 973-163-10-1

FUEL ANYWHERE. SAVE EVERY DAY.

Accepted at 95% of fuel stations nationwide.

ACCEPTING FUEL SITES

- | | | |
|------------------|-----------------|-----------------|
| AC & T | Halley's | Quality Oil |
| Aloha | Handy Andy's | Quik Mart |
| Aviation | Huck's | Road Ranger |
| Bell Gas | ICO | Robinson Oil |
| Bigfoot | Ideal | Rotten Robbie |
| Capital City | Inter City | Royal Farms |
| Carousel | Johnson & Dixon | Rutters |
| Certified | Kenyon | Rymes 24 |
| City Garage | King Soopers | SC Fuels |
| Cogos | Koch | Smokers Express |
| Crystal Flash | Kramer | Sprint |
| Cumberland Farms | Krause | Stewarts Shops |
| D & D Oil | Kum & Go | Taylor Foods |
| Dairy Mart | Kwik Pantry | TCI |
| Depot | Lil Champ | Thorntons |
| Drivers Traveler | Lucky Stop | TOTAL |
| Dynamic Mart | M & H | Town&Country |
| Economy | Mac's Stores | Trade Mart |
| Eddins Walcher | McClure Oil | Trade Oil |
| Enmark | MFA Oil | Tripair Oil |
| Express Stop | Mr. Cut Rate | US Oil |
| Family Express | Multi Serv | USCO |
| Farstad | NAPA | Valley Dairy |
| Fast Track | Novus | Weigel Store |
| Fauser Oil | NU-Way | Wesco |
| FFP | Oasis | Williams Travel |
| Flash Foods | O'Connor | Xtra Fuels |
| Food Chief | OK Petroleum | Zip Mart |
| Fuel Mart | Pantry | |
| Gas America | Petro King | |
| Giant | Petro Stop | |
| Git-n-Go | PRIDE | |
| Global | Pure | |
| Grow Mark | Qik N EZ | |

Card acceptance is subject to independent owner/operator participation and subject to change without notice.



ACCEPTING SERVICE SITES

- | | | |
|----------------------------|-------------------------|--|
| American LubeFast | Dodge BusinessLink™ | Netcost Auto Glass |
| Big O Tires | (limited participation) | Tire Centers Inc |
| Daimler/Chrysler | GM Goodwrench | Wash Depot |
| Diamond/Triumph Auto Glass | (limited participation) | ...and many regional and independent locations nationwide. |
| | Harmon Glass | |



PURCHASE CONTROLS

TIGHTER CONTROL OVER SPENDING

Enforce purchasing policies for piece of mind

The WEX fleet card offers a suite of control and alert tools that let you know **where, when, what,** and **how much** is being spent. Managed through our industry leading **WEX Online®** account management tool, these powerful tools provide actionable purchase policy enforcement capabilities.

PRODUCT TYPE CONTROLS

When the card is swiped, merchant product codes automatically compare the purchase against pre-set card profile limits. If the product types are allowed and the set limits have not been exceeded, we authorize the transaction, and the merchant completes the sale. If the card is beyond the limits, it will be declined.

You can set overall limits for all purchases for a specific time period — daily, weekly, twice monthly, or monthly; and your fleet's total purchases for that period — transactions per period, dollars per period and gallons/units per period.

PUMP SHUT-OFF FEATURE

WEX now offers a powerful **pump shut-off feature*** to assist you with enforcement of policies. When a driver exceeds your pre-set limits, the pump will shut off. This feature is available at most major retail fuel brands.



REAL TIME ALERTS

This control generates an alert detailing a purchase that is beyond your pre-set alert values. Choose to be notified by email or text, and make quick decisions on how best to deal with the situation at hand.

*Visit www.wexinc.com/pumpshutoff for list of accepting merchants.

WEX CONTROLS



WEX ONLINE® REPORTING

Specialized reports put facts in your hands



WEX Online® offers a suite of reporting capabilities. Our specialized fleet management reports give you the power to save money, cut administrative time, comply with tax regulations, and more.

STANDARD AND CUSTOM REPORTS

WEX Online® offers both standard and custom reports, so you get the type of information you need.

EXAMPLES:

Purchase Activity Report (PAR) — compile information on all fueling and maintenance purchases made with the WEX Universal Fleet card — for hundreds of vehicles or just a few.

Premium Custom Reports — select your criteria to generate ad hoc, real-time reports: Exception, Transaction Summary, and Transaction Detail reports. Export these reports directly into your own spreadsheet, to easily analyze and share your data.

Summary Reports — use our Financial Summary, Site Summary and Exception Summary reports to manage your vehicle-related expenses and plan your fleet budget.

Tax Exemption Reports — for qualified tax-exempt fleets, monthly report packages provide tax information at both the transaction and summary level, and will include all tax exemptions that can be applied to your account under our program.

Minority and Women-Owned Businesses Report (MWOBE) — a quarterly report, summarizing by fleet account and month, transactions, gallons and dollars spent at MWOBE fuel and service locations.

FAST FACTS



MANAGE YOUR ENTIRE FLEET ONLINE

WEX Online® is your fleet management portal



WEX Online® is a cutting-edge web-based tool that provides you access to view and manage every detail of your fleet card program. We created the site to put information at your fingertips 24/7 so you can take action as needed.

PROFILE MANAGER

The profile manager allows you to establish purchase control profiles for individuals, groups of drivers, vehicles and more. Set rules for how the card can be used, how often, and when. Add spend limits for fuel, service, parts, and general merchandise. Your rules will be embedded in the respective cards — if a transaction exceeds your limits, the system will decline the purchase. You set the control limits. We enforce them.

EXPENSE MANAGEMENT TOOLS

WEX Online® makes it easy to manage your fleet spend in one central place. Set up profiles, billing, and reporting functions, limits, and restrictions. Add custom fields and assign codes, such as General Ledger (GL). Run queries on purchase transactions, vehicles and drivers.

FUEL PRICE MAPPING

Our **Fuel Site Locator** combines fuel transaction data with Google Maps™ to help drivers find current best prices by city, state, zip, fuel type, PPG, or brand. Find the lowest cost fuel stations with our fuel price mapping technology, which updates prices hourly. Our **Octane mobile version** is free, and gives drivers access on the road.



Staff Report

07/31/25

Improvements at the water Treatment Plant

The following four (4) quotes were submitted by Plant Technicians to upgrade and improve the water treatment plant. These improvements are necessary for smooth operation and will fix some of the issues we have been having at the plant.

Please see the following quotes and ask any questions you may have.

Thank you for your consideration,

Chief W. Hoagland

QUOTE

Town of Astatula
Town of Astatula
25009 CR561
P.O. Box 609

Date
Jun 6, 2025

Expiry
Jun 27, 2025

Quote Number
QU-0101

Reference
Maryland Ave Autoflusher

Plant Technicians
(352) 787-2944
PlantTechnicians.com
101 Satellite Court
LEESBURG FLORIDA
34748

Description	Quantity	Unit Price	Amount USD
2" commercial remote valve	1.00	235.00	235.00
Latching solenoid	1.00	55.00	55.00
Rain Bird controller	1.00	125.00	125.00
Misc Parts/fittings	1.00	45.00	45.00
Set up, install, program controller, testing.	1.00	550.00	550.00
		Subtotal	1,010.00
		TOTAL TAX	0.00
		TOTAL USD	1,010.00

QUOTE

Town of Astatula
Town of Astatula
25009 CR561
P.O. Box 609

Date
Jun 6, 2025

Expiry
Jun 27, 2025

Quote Number
QU-0099

Reference
Tortoise Ln Autoflusher

Plant Technicians
(352) 787-2944
PlantTechnicians.com
101 Satellite Court
LEESBURG FLORIDA
34748

Description	Quantity	Unit Price	Amount USD
2" commercial remote valve	1.00	235.00	235.00
Latching solenoid	1.00	55.00	55.00
Rain Bird controller	1.00	125.00	125.00
Misc Parts/fittings	1.00	45.00	45.00
Set up, install, program controller, testing.	1.00	550.00	550.00
		Subtotal	1,010.00
		TOTAL TAX	0.00
		TOTAL USD	1,010.00

QUOTE

Town of Astatula
Town of Astatula
25009 CR561
P.O. Box 609

Date
Jun 6, 2025

Expiry
Jun 26, 2025

Quote Number
QU-0100

Reference
Colina Verde Ct
Autoflusher

Plant Technicians
(352) 787-2944
PlantTechnicians.com
101 Satellite Court
LEESBURG FLORIDA
34748

Description	Quantity	Unit Price	Amount USD
2" commercial remote valve	1.00	235.00	235.00
Latching solenoid	1.00	55.00	55.00
Rain Bird controller	1.00	125.00	125.00
Misc Parts/fittings	1.00	45.00	45.00
Set up, install, program controller, testing.	1.00	550.00	550.00
2" brass Zurn-Wilkins RPZ	1.00	1,900.00	1,900.00
		Subtotal	2,910.00
		TOTAL TAX	0.00
		TOTAL USD	2,910.00

QUOTE

Town of Astatula
Town of Astatula
25009 CR561
P.O. Box 609

Date
Jun 6, 2025

Expiry
Jun 27, 2025

Quote Number
QU-0102

Reference
Community Center
Autoflusher

Plant Technicians
(352) 787-2944
PlantTechnicians.com
101 Satellite Court
LEESBURG FLORIDA
34748

Description	Quantity	Unit Price	Amount USD
2" commercial remote valve	1.00	235.00	235.00
Latching solenoid	1.00	55.00	55.00
Rain Bird controller	1.00	125.00	125.00
Misc Parts/fittings	1.00	45.00	45.00
Set up, install, program controller, testing.	1.00	550.00	550.00
2" brass Zurn-Wilkins RPZ	1.00	1,900.00	1,900.00
		Subtotal	2,910.00
		TOTAL TAX	0.00
		TOTAL USD	2,910.00

Monitoring Service Agreement

Central Florida Water Testing LLC
DBA Plant Technicians
101 Satellite Court
Leesburg FL 34748
352-787-2944
planttec@aol.com

Regarding:

Permittee: Town of Astatula (The Permittee)
PWS: 3355000, Community Water System
Address: 25401 Madison St Astatula FL 34705

Compliance Time Permit Requirement:

6 x 15 minutes per week

Effective Date: 9/1/25 – 8/31/26

Scope of Work:

- Plant Technicians' role is to: Operate the plant, collect samples, report, and advise, in accordance with the permit requirements, on behalf of the Permittee, conduct urgent repairs or maintenance as needed, propose repairs, upgrades, or preventative maintenance as needed.
- **6 x per week** plant compliance time, inspection, and operation, chlorine residual testing, chlorinator pump inspection, and log book entry.
- Advise Permittee of plant malfunctions or service needed.
- Monthly operating reports created and filed to DEP on Permittee's behalf.
- **4 total coliform samples** collected and analyzed **monthly**; results submitted to DEP on Permittee's behalf.
- Collect annual Nitrate-Nitrite testing, to be billed separately, estimated fee: \$150.
- Collect Tri-annual compliance water samples when due. **Community** systems are typically due in **2027**, and every three years thereon. Estimated sampling fees: \$2,900 – TBD.
- Calibrate water meter a minimum of every 5 years from date of previous calibration. If no calibration records are available, meter will be calibrated as needed to comply with site documentation records requirements.
- Coordinate water tank cleaning and inspection, every 5 years from date of previous inspection.
- Operator/Representative will be present for DEP plant inspections on Permittee's behalf, subject to scheduling by DEP.

Monitoring Service Agreement

- Quarterly preventative maintenance Schedule:
 - Inspect and/replace packing on well 1 & 2
 - Check or replace oil and lubricants for the motors on well 1 & 2
 - Exercise tank and isolation valves, per DEP requirements
 - Inspect auto-flushers, replace batteries, adjust run times
 - Chlorine pump service, parts billed separately.
- Annual System Maintenance: Perform directional hydrant flushing annually, per DEP requirement.

Base Service Fee (annual):

- 312 visits per year: \$11,412
- 48 Total Coliform Tests: \$480
- 12 MOR: \$600

Quarterly Preventative Maintenance:

- 16 hours: \$2,400
- Oil & Grease: \$250
- Additional materials billed separately, as needed.

Annual System Maintenance:

- 7 hours: \$1,050
- Fuel Charge: \$50

Project Total: \$16, 242
Monthly Service Fee: \$1,353.50

Monitoring Service Agreement

Additional Terms:

- **Permittee MUST notify Plant Technicians of any activity relating to the water plant, whether or not action is needed by Plant Technicians.**
- **Permittee MUST notify Plant Technicians of any power outage.**
- Permittee to provide 24-hour, 7 days a week, plant access to Plant Technicians in the form of keys, codes, or passes, as applicable.
- Permittee is responsible to provide their own chlorine. Plant Technicians can supply chlorine, in small quantity, if supply runs out, billed separately.
- Permittee is responsible to maintain the plant in good working condition, and in compliance with DEP regulations. Failure of the permittee to do so is not the responsibility of Plant Technicians.
- Any repairs or service may be subject to additional costs to the Permittee.
- It is the permittee's responsibility to maintain the plant and comply with any orders provided by DEP.
- It is the Permittee's responsibility to immediately notify Plant Technicians of any alteration to the monitoring schedule or other mandates issued by DEP. Failure to do so is not the fault of Plant Technicians.
- Sampling schedule is current as of: **12-01-24**.
- Additional testing, as may be required by DEP, will be billed separately. DEP will notify the Permittee if testing is required.
- Tri-Annual Drinking Water Compliance testing will be billed separately.
- Additional site visits, or repair time, will be billed at the rate of **\$150** per man, per hour, plus materials, with a 1-hour minimum.
- After hours, Emergency, weekends, and federal holidays service work will be billed at 2x the standard rate with a 2 hour minimum.
- Boil Water: Sample collection, testing, and reporting billed separately.
- Complete annual CCR on Permittee's behalf, \$250-350 depending on complexity.
- DEP site inspection time to be billed in addition to the monthly service fees.
- Meter calibrations to be billed separately, as needed, for compliance purposes.
- Plant Technicians to provide logbook on Permittee's behalf for an additional nominal fee, as needed.
- Plant Logbook and record storage container to be maintained or replaced as needed by Plant Technicians and billed in addition to the monthly service fee.
- Invoices to be submitted monthly, at the beginning of the month for which service is being provided.
- This agreement shall be in effect for 1 year, beginning the effective date, and considered to automatically renew annually unless otherwise notified by either party in writing.

Addendum to Exhibit A: Update to Scope of Work

- A. Utility plant operation, per DEP permit requirements, of drinking water and wastewater treatment plants owned or administered by the Town of Astatula (the Town).
- B. General Scope: Operate and maintain all drinking and wastewater plants in accordance with the permitted requirements for each plant.
 - a. Provide clean and safe drinking water, operate and maintain water treatment plants in good condition, including distribution system maintenance or improvements.
 - b. Operate and maintain wastewater treatment plants in good condition, producing high quality, permit compliant effluent.
 - c. Advise the Town of plant maintenance necessary to maintain these standards, respond to and resolve plant malfunctions, and report incidents to DEP.
 - d. Malfunctions: Malfunctions are a normal part of utility operation. Plant Technicians is not liable for malfunctions.
- C. Monthly service fees shall be based on the permit-defined staffing and monitoring requirements plus any additional requirements a plant may require.
- D. Collect water monitoring samples as required by permits, included in the monthly service fee for each plant.
- E. Collect annual or special samples as directed by DEP or required by permit, billed separately from the monthly service fee for each plant.
- F. Additional water sampling as needed to evaluate plant performance or other concern, which will be billed in addition to any monthly plant service fees.
- G. Provide additional maintenance, repair, replacement, or improvement services as needed for equipment or infrastructure, by request, billed separately from any monthly plant service fees on approval by the Town.
- H. Effective normal labor rate for maintenance services: \$150/Hour
- I. Materials cost shall be billed separately, as submitted by maintenance bid.
- J. Emergency service: Provide 24-hour emergency response for plant malfunctions, billed separately and shall be considered pre-authorized by the Town.
 - a. We receive a call from a Town representative notifying us of an emergency condition.
 - b. We receive an alarm from a system generated notification alerting us to an emergency condition
 - c. Emergencies will be billed at 2x the normal labor rate with a 2 man-hour minimum fee per callout.
- K. File MOR & DMR reports on behalf of the Town.

- L. Operator or representative will be present for all planned DEP plant inspections, on a per hour basis.
- M. Provide quarterly and annual preventative maintenance service to plant equipment, which will include oil and filter changes, well bearing packing and grease, drive belt replacement, diffuser cleaning and de-rag, chlorine injection system maintenance or repair, hydrant flushing, valve exercising, auto-flush system inspection and maintenance, and solids hauling from the WWTP.
- N. Advise the Town of any other relevant system needs which may be outside our scope or capacity to service.
- O. It is the Town's responsibility to update Plant Technicians of any Permit Requirement Changes. Changes must be delivered by email and they must be acknowledged in reply by our office. DEP will not notify us of changes to monitoring or operating requirements. Plant Technicians is not responsible for violations incurred as a result of failure to notify us of changes to the existing requirements.



Plant Operation Proposal

Central Florida Water Testing LLC
 DBA Plant Technicians
 101 Satellite Court

Leesburg FL 34748
 (352) 787-2944
 PlantTec@aol.com
PlantTechnicians.com

Plant Details Summary:	Located At: 13311 Tula Ave Astatula FL 34705		
Permittee: Tula Parc Permit: FLAB07440 Category/Class: 3, C Daily Capacity: 0.06, MGD Contact: Public Works Dept Monitoring Well: 1 MWell Checks: 2 Plant Last Insp: N/A Visits / Week: 5 Weekend Checks: 1	Sampling: Fecal: 208 EFF CBOD5: 26 INF CBOD5: 26 EFF TSS: 208 INF TSS: 26 Nitrate: 26 Total Nitrogen: 26 Total Phosphorus: 26 Sample Pickup: 208	QTY: 208 26 26 208 26 26 26 26 208	Frequency: 4x per week Every 2 weeks Every 2 weeks 4x per week Every 2 weeks Every 2 weeks Every 2 weeks Every 2 weeks 4x per week

Proposed Annual Fees:

	QTY:	Annual Fees:
Compliance / Plant Operation:	312	\$23,960.00
Sampling:	780	\$22,490.00
Additional Maintenance Time Needed:	156	\$14,820.00
Reporting:	19	\$950.00

Total: **\$62,220.00**
 Monthly Monitoring Fee: \$5,185.00

Additional Fees:

Admin Setup Fee: NA
 Chlorine: NA
 Other: NA

Effective Date: 11/18/2025

Scope of Work:

Proposal Comments:

Weekly Site Time: **6.00** Hours per Week: 30 minutes per visit to operate plant, make minor/routine adjustments, hose down, record effluent quality data, collect monitoring samples.

Plant operation requires an additional 30 minutes per visit to complete the filter tank backwash cleaning cycle.

This proposal is representative of the minimum staffing requirements required from the permit to operate the plant plus additional time to clean the plant filters. It does not include other maintenance or other service-related work.

Observations:

Plant was seeded and began producing flow on August 1, 2025. We are still evaluating plant operations. The plant has very high sample monitoring requirements, representing a significant portion of the operating costs. 4 fecals a week presents a logistical challenge due to the fact that fecals only have a 6 hour hold time between collection and analysis at a certified lab. This will require us to maintain a courier who can pickup the samples and deliver them to the lab 4x per week within the allotted hold time.

While this appears to be a well engineered plant, including anoxic mixers and a solids filtration system, due to its complexity, it is also a high maintenance facility, requiring daily filter system washdown in addition to anything else that may come up as a result of routine operation.

The plant will also require some additional items to be installed on site, such as a small storage shed (6 x 10 for example) to hold tools, equipment, and misc items required to be held on site for the operation and maintenance of the facility. It will also require additional stairway access points around the facility. Water needs to be extended from the front of the plant to the back of the plant. A quarterly and annual maintenance schedule needs to be developed and approved. The PM schedule will include items such as:

- Diffuser cleaning
- Blower service
- Valve exercise
- Valve replacement
- Chlorine injection service
- Splitter box and bar screen
- Solids Hauling from digesters
- Additional TBD

Conclusion:

A very good, but high maintenance facility requiring lots of attention, but failure to do so in the near term will result in very high service bills to address plant malfunctions and effluent quality violations.

Additional Terms:

- **Admin set up fee:** Required for: System account set up, monitoring schedule setup, sample plans set up, sampling COC templates, DMR reporting template setup, Historical data compilation and research, system check with DEP, as applicable.

- **Other Expense:** Used to purchase plant specific items required for maintenance and operation. This will include a backup 1/2 hp 120v Liberty submersible sewer transfer pump, tubing, extension cord, hoses and nozzles, shovel, pitchfork, tank brushes, skimmer net and pole, logbook, new storage tote, misc. items as needed.

- **Plant Technicians' role** is to: Operate the plant, collect samples, monitor and report effluent quality, file reports, advise, and notify Permittee of additional maintenance required and perform such additional maintenance actions as authorized.

- **This proposal provides** daily plant operation, cleaning, minor or inconsequential maintenance, and sampling, per the existing permit requirements, not in excess of 30 minutes per visit, plus any additional time as proposed, unless there is a non-routine issue with the plant, such as a clog in the transfer pipe, clogged RAS, etc., which must be resolved during the visit, which may be billed in addition to the monthly fee, and would fall under an emergency repair if leaving it unresolved would result in a spill or other harmful affect to the plant. All services required outside this scope will be approved by the permittee and billed separately.

- **Collection System:** The collection system is considered outside the scope of routine services included under this proposal. Any work required for the maintenance, service, or repair of any part of the collection system shall be billed separately. The collection system is any part of the system upstream from the influent splitter box / head of plant.

- **Lift Station:** Central lift station will be checked as part of the routine plant operation. We advise all permittees to maintain an operable hoist to pull pumps at the lift station, as needed for maintenance and service, in addition to maintaining catch basin baskets to collect rags and debris. Any required maintenance will be billed separately, in addition to the monthly service fee.

- **Digester and Pumpouts:** Pump outs are not included in the scope of the agreement and will be billed separately, on an as needed basis. Est. fee per pump out, per 7,100 gal is: \$3,000, subject to change, work performed by American Pipe and Tank.

- **Chlorine:** Chlorine is not included under this agreement. We recommend scheduling with an independent supplier to restock chlorine on rotation if one is not already in place. If the permittee does not have a vendor in place, Plant Technicians will provide one until the permittee makes their own arrangements, and cost of chlorine will be billed separately.

- **Discharge Monitoring Reports (DMRs)** created and filed to DEP on Permittee's behalf.

- **Backflow (RPZ)** certification - annual, billed separate as needed

- **Monitoring Wells,** if applicable, will be tested and reported according to the frequency described in the summary table. Testing includes total coliform, chloride, TDS, sulfate, nitrate, turbidity, spec. conductance, pH, and purging.

- **Flow meter** calibrated annually, billed separate as needed.

- **Emergencies** - 24 hour emergency response shall be provided. The contact number to be used: 352-787-2944, which will forward to on-call staff. Emergency callouts subject to additional fee described below.

- **Spills:** In the event of a spill, Plant Technicians will respond to clean, contain, and report as needed to DEP and State Watch Office. Time spent will be billed at the emergency rate.

- **Vandalism:** Acts of vandalism will be noted in the logbook and actions necessary to repair/remediate will be billed separately from the monthly service fee

- **Preventative Maintenance:** Blower motor belts will be inspected monthly and replaced as needed. Belts will be billed in addition to the monthly fee.

RECOMMENDED MAINTENANCE:

Annually at minimum, blowers need to have oil and air filters replaced, to be billed separately.

Annually at minimum, or as needed, plant must be de-ragged to prevent clogs, billed separately.

Annually at minimum, or as needed, lift station pumps pulled, cleaned and lift station pumped and cleaned.

Annually at minimum, or as needed, diffusers need to be pulled, cleaned, and inspected, billed separately.

Any maintenance work will be logged in the plant logbook.

- **Inspections:** Operator/Representative will be present for DEP plant inspections on Permittee's behalf, subject to scheduling by DEP and billed sperately for time.

- **Permittee MUST notify Plant Technicians of any activity relating to the wastewater plant, or system, whether or not action is needed by Plant Technicians.**

- **Permittee MUST notify Plant Technicians of any power outage/loss to the plant.**

- Backup power is outside the scope of this agreement. Generator service can be provided under seperate agreement. Generator exercise logs must be maintained by the permittee.

- **Permittee to provide** 24-hour, 7 days a week, plant access to Plant Technicians in the form of keys, codes, or passes, as applicable.

- **Permittee is responsible** to maintain the plant in good working condition, and in compliance with DEP regulations and requirements. Failure of the permittee to follow operator recommendations, conduct repairs, or address other matters as they may arise, is not the responsibility of Plant Technicians.

- **It is the Permittee's responsibility** to immediately notify Plant Technicians of any alteration to the monitoring schedule or other mandates issued by DEP. DEP may or may not notify us of changes. Failure of the Permittee to do so is not the fault of Plant Technicians

- **Additional Testing**, as may be required by DEP, **will be billed separately**. DEP will notify the Permittee if testing is required.

- **Additional site visits**, or repair time, will be billed at the standard rate of **\$150 per man**, per hour, plus materials, with a 2 man-hour minimum, or by bid.

- **After hours**, emergency, weekends, and holidays service work will be **billed at 2x** the standard rate, with 2 hour minimum.

- **Plant Logbook** and record storage container to be maintained or replaced as needed by Plant Technicians and **billed in addition** to the monthly service fee, if applicable

- **This agreement shall be in effect for 1 year beginning the effective date.**

- **This agreement shall automatically renew**, unless otherwise notified by either party in writing.

- **This agreement may be altered** by the parties, by mutual agreement, in writing, as needed.

Accepted by: _____

Title: _____

Authorized Signature: _____ Date: _____



July 27, 2025

To the Honorable Mayor and Town Council Members,
Town of Astatula, Florida:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the accounting, budget, and financial consulting services we will provide to the Town of Astatula, Florida (the Town).

Scope and Cost of Services

We anticipate commencing our accounting, budget, and financial consulting services as of September 1, 2025.

Please see the attached Exhibit A for the proposed fee schedule and Exhibit B for the summary scope of services, based on the items checked under the "JMCo" column. To establish the most detailed understanding possible that is clear for both parties, we have worked to summarize the proposed services while listing which functions would be performed by the Town, JMCo, and/or in some cases, the Town's external auditor or other third parties.

For as long as the Town opts to utilize our discounted direct billing for QuickBooks Online, we will also bill the town for the reimbursement of such licensing fees.

We will invoice for our core services on a monthly basis in equal installments. Any additional fees for services not outlined in this letter shall only be billed upon mutual agreement as to the scope/nature of services to be provided and determination of an agreed-upon fee. Any annual adjustments to our monthly fees as provided for in Exhibit A shall be communicated and ratified as part of the Town's annual budget process.

Zach Chalifour is the service leader for the services specified in this letter. His responsibilities include supervising all services performed as part of this engagement and, should any formal compilation or preparation reports be required, signing or authorizing another qualified firm representative to sign the accountants' report.

Required Software

To maximize our ability to provide you with the highest level of service, our ability to provide these services at the quoted cost is dependent upon your utilization of an "approved" accounting system for which our team has extensive training and familiarity. Our current list of approved accounting systems for our government clients includes:

- QuickBooks Online
- Aclarian Cloud-Based ERP

As outlined in Exhibit B, you are responsible for all payroll processing and all related activity (payroll tax returns, withholding and retirement remittances, etc.). Due to the complexity of payroll tax law and frequency of changes, we do not require, but strongly recommend the utilization of a professional third-party payroll processing company. Any assistance required of us relative to payroll processing, tax, and related issues is not covered as part of this engagement.

Management Responsibilities

We will not assume management responsibilities or make management decisions for you. However, we may provide advice, research materials, and recommendations to assist you in performing your functions and making decisions. You must agree to perform the following functions in connection with our engagement:

- Make all management decisions and perform all management responsibilities;
- Designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services;
- Evaluate the adequacy and results of the services performed;
- Accept responsibility for the results of the services; and
- Establish and maintain internal controls, including monitoring ongoing activities.

You agree to review all bank statements for improprieties or fraudulent activity as part of your own review of ongoing financial activity in addition to our responsibility to prepare bank reconciliations. Management is responsible for preventing and detecting fraud.

Other Engagement Terms

This engagement may be terminated by either party at any time for any reason, subject to a transition period. Upon the date of notice of intent to terminate this agreement, the effective termination date shall be at least three (3) months following the notice of intent to terminate the agreement, unless another date is mutually agreed upon by both parties.

The Agreement can be terminated for cause due to a breach that is not corrected to the satisfaction of the non-breaching party. The non-breaching party shall provide written notice to the breaching party outlining all breaches. The breaching party shall have at least forty-five calendar days from the date notice is delivered to remedy the breach to the reasonable satisfaction of the non-breaching party. If the breaches are not corrected, the non-breaching party can terminate by written notice.

During the term of this agreement and for a period of one (1) year thereafter, neither party will solicit the employment of any employee from the other party. Should either party hire an employee who is currently employed or has been employed in the past six (6) months by the other party, a fee equal to 25% of the new employee's starting salary shall be paid to the other party.

As part of this engagement, we will share any observations and recommendations that we observe related to the Town's processes and internal controls. However, the development, maintenance, or assessment of internal controls sufficient to protect the Town from the risk of loss and/or failure of internal controls, whether due to fraud or error, is not part of this engagement.

As part of this engagement, we will also share any observations noted with regard to unusual or potentially fraudulent activity. However, our engagement cannot be relied upon to identify or disclose errors, fraud, or any wrongdoing within the entity or noncompliance with laws and regulations.

Our work in connection with this engagement is not intended to result in the preparation of financial statements for the Town as defined by Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Such an engagement, as defined by professional standards, has as its objective to prepare financial statements pursuant to a specified financial reporting framework. By your signature below, you understand that the preparation of financial statements as defined above is outside the scope of this engagement. Should you require periodic interim financial statements, we would be pleased to discuss with you the requested level of service. Such engagement would be considered separate and not deemed to be part of the services described in this engagement letter.

Town of Astatula, Florida

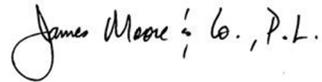
July 27, 2025

Page 3

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our proposal. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please return a signed copy to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Astatula, Florida.

By _____

Title _____

Date _____

EXHIBIT A: FEE SCHEDULE

Based on the scope of our ongoing engagement and assistance to be provided on an annual basis, our fees for the initial period from the start of the engagement through the end of the fiscal year ended September 30, 2026, will be as follows:

Service	Billing Amount	Billing Frequency	Annual Cost
All Core Services Outlined in Exhibit B	\$4,750	Monthly	\$57,000
QuickBooks Online Licensing Fee (if leveraging JMCo discount – currently \$60-\$80/month for base version)	Actual	Monthly	~\$800
Start-Up/Setup Fee (3x Base Monthly Fee)	\$14,250	At Execution of Agreement	One-time cost

Unless otherwise negotiated, for periods beyond the initial period outlined above, our annual fee for all core services shall be subject to an increase based on the greater of 3.0% or the most recent June Consumer Price Index (CPI; Series ID CUUR0300SA0; All Items in South; average for All Urban Customers), capped at a maximum increase of 7.0%.

Should any additional services be required outside the based scope of the Agreement, they shall be mutually agreed upon prior to any services being rendered, as outlined in paragraph. While both parties may come to a different agreement, this schedule of fees is designed to serve as a basis for determining the estimated fees for additional services:

Fixed Fees (travel time/incidental costs additional)	Partner / Director	Manager	Accountant
Formal meeting/workshop attendance – physical attendance (up to 2 hours)	\$1,500	\$1,200	n/a
Formal meeting/workshop attendance – physical – travel time	\$200/hr	\$150/hr	n/a
Formal meeting/workshop attendance – physical – mileage	Billed at applicable IRS rates		
Formal meeting/workshop attendance – remote attendance (up to 2 hours)	\$1,000	\$750	n/a

Hourly Fees (travel time/incidental costs additional)	Partner / Director	Manager	Accountant
Base Fees – Additional Hourly Work	\$350	\$250	\$150

Known examples of hourly work not typically included in our base fees due to the unpredictable and variable nature of such items include, but are not limited to, the following:

- Grant application and management
- Debt issuance
- ERP system implementation and/or conversion

EXHIBIT B: SCOPE OF CORE SERVICES/RESPONSIBILITIES

Area	Task	JMCo	Client	Other
General	Reading and evaluation of existing policies and procedures	X		
General	Providing recommendations to amend existing policies and procedures and/or assistance in the development of new accounting and finance-related policies.	X		
General	Assistance with basic training to use accounting software as needed	X		
General	Availability for routine questions up to 15 minutes per topic (out of scope items to be identified and fees discussed in advance)	X		
General	Unlimited assistance/consultation on out of scope matters (up to 30 minutes per topic)	X		
General	Standing 30-minute monthly status calls for open discussion / advisory on financial or nonfinancial matters	X		
General	Auditor selection process assistance (RFP development, 1 selection committee meeting per process)	X		
General	Designated individual with completion of 8 hours of investment continuing education to achieve entity's compliance with Section 218.415, Florida Statutes	X		
General	Remote attendance at up to 2 budget workshops or other official public meetings per year (in-person attendance available for incremental travel time and incidental charges; additional meetings available at separate cost)	X		
General	Invitation to free training offered by James Moore team during summer Government CPE Series (8+ hours)	X		
General	Invitation to quarterly client roundtable discussions and training to address current issues and best practices.	X		
Cash Management	Evaluation of cash account structure and providing recommendations for functional improvement (e.g. pooled cash vs. isolated accounts, interest rate improvement opportunities, etc.)	X		
Accounting	Monthly bank/investment account reconciliations, including recording of monthly revenue/other activity (e.g. payroll, utility billing, revenue, bank fees, etc.)	X		
Accounting	Monthly or other periodic balance sheet account reconciliations (non-cash)	X		
Accounting	Year-end closing/cash to accrual adjustments	X		
Accounting	Monthly inspection of general ledger activity	X		
Accounting	Quarterly preparation of year-to-date revenue and expenditure activity reports relative to budget	X		
Budget	TRIM – assistance in calculation and preparation of financial data for public hearing resolutions and newspaper budget advertisements.	X		

Area	Task	JMCo	Client	Other
Budget	TRIM – publishing and execution of advertising, meeting notices, action items, legal adoption of millage rate, and final submittal to Florida Department of Revenue		X	
Budget	TRIM – completion of eTRIM forms	X		
Budget	TRIM – final approval and submittal of eTRIM forms		X	
Budget	Assistance with proper classification, formatting, and trend analysis of proposed budget amounts, as well as additional assistance in compiling final proposed budget	X		
Budget	Guidance as to future spending needs, including both payroll and non-payroll projections		X	
Accounts Payable	Coding invoices to the proper expense accounts		X	
Accounts Payable	Compliance with procurement rules and approval process for all vendor activity		X	
Accounts Payable	Issuing, printing, and signing checks		X	
Accounts Payable	Preparation of 1099-MISC forms to contractors	X		
Cash Receipts	Handling, coding, and processing of cash receipt transactions and bank deposits		X	
Payroll	Preparation assistance of 941 tax returns		X	Payroll Co.
Payroll	Preparation of W-2's		X	Payroll Co.
Payroll	Processing all payroll activity, approvals, and transactions (including all tax filings, withholding and other remittances, retirement reporting and remittances, etc.)		X	
Utility Billing	Selection/operation of utility billing software; generating of report for JMCo use in monthly reconciliations		X	
Utility Billing	Utility rate table maintenance		X	
Utility Billing	Processing utility billing transactions		X	
Grants	Solicitation and application for new grants; ongoing reporting and compliance with existing grants		X	
Grants	Preparation of year-end grant schedule and activity	X		
Audit-General	Primary liaison with external auditors / Coordination of audit request list items / preparation of applicable schedules	X		
Audit-General	Assist in planning and development of corrective actions to address any audit comments.	X		
Audit-General	Fulfill auditor requests related to source documents or other standard transactional activity		X	
Audit-Capital Assets	Capital asset detail and depreciation schedule maintenance (ProFx)	X		
Audit-Capital Assets	Identification of any known capital asset additions and dispositions		X	
Audit-Leases	Identification of all lease agreements to which the entity is the lessee/lessor		X	
Audit-Leases	Summary of lease activity and calculation of lease asset/liability (GASB 87)	X		

Area	Task	JMCo	Client	Other
Audit-OPEB	Coordination with OPEB Pension actuary re: data and timing of report (if report required and elected)		X	
Audit-OPEB	Review of draft actuary report for financial reporting purposes (if report required and elected)	X	X	
Audit-Pension	Year-end analysis and allocation of net pension liability from actuary report(s)	X		
Audit-Reporting	Final submittal of audited financial statements to the Florida Auditor General	X		
Audit-Reporting	Submittal of audited financial statements to grantors or other interested parties		X	
Audit-Reporting	Preparation of audited financial statements			Auditor
Audit-Reporting	Preparation of Data Collection Form (if subject to federal single audit)	X		
Reporting	Public depositor annual report	X		
Reporting	Preparation of Annual Financial Report submittal to Department of Financial Services	X		
Reporting	Preparation of Local Government Financial Report per F.S. 129.03 and 166.241 to Officer of Economic and Demographic Research (EDR)	X		
Reporting	Preparation of FHWA-536 report to Department of Transportation	X		

RE: Nominating Committee – Scholarship Program - Statement from Councilwoman Cheryl Marinelli from Astatula

From Cheryl Marinelli <CMarinelli@astatula.org>

Date Thu 7/31/2025 4:37 PM

To Eryn Alcorn <erussell@flcities.com>

Cc Zane Teeters <zteeters@astatula.org>

Thank you for the scholarship! I look forward to attending the FLC Annual Conference and bringing that knowledge back to Astatula!

I have not booked a hotel. Please let me know if there is space available.

Thank you.

Cheryl Marinelli

From: Eryn Alcorn <erussell@flcities.com>

Sent: Thursday, July 31, 2025 9:34 AM

To: Cheryl Marinelli <CMarinelli@astatula.org>

Cc: Zane Teeters <zteeters@astatula.org>

Subject: RE: Nominating Committee – Scholarship Program - Statement from Councilwoman Cheryl Marinelli from Astatula

Congratulations! Astatula has been awarded a scholarship to send Councilmember Cheryl Marinelli to the Florida League of Cities 2025 Annual Conference.

The conference will be held August 14-16 at the Signia by Hilton Orlando Bonnet Creek in Orlando. We appreciate your application and hope they will find the conference a most valuable educational experience.

We will register Councilmember Marinello for the conference. The registration fee of \$650.00 will be deducted from the \$2,000 scholarship. The remainder of the award will be available for use toward travel and rooming costs. Acceptable reimbursement includes meals, transportation (if they drive, the reimbursement rate will be \$.70 per mile), tips to housekeeping and bell staff, and parking. Please note that items such as in-room movies and mini-bar purchases are not reimbursable. Expenses that exceed \$2,000 will be the responsibility of the municipality or scholarship recipient.

An expense reimbursement form is attached to this email. After conference, complete the reimbursement form, attach receipts, and send all documentation to me at erussell@flcities.com.

Jennifer Tucker
Town of Astatula
townhall@astatula.org
(352) 742-1100

RE: Site Safety Survey

1 Site Survey Scope:

On 2/20/25 Trevor with the FMIT conducted a site safety survey of the following facilities:

- Office/Police Dept.
- Civic Club
- Garage
- Community Building
- Kirkwood Park
- Delaware Park

The focus of the site safety survey included both worker and public safety issues including slip/trip/falls, electrical safety, life safety, and fire prevention.

Keep in mind that you are eligible for up to a \$2000 Safety Grant that can be used to offset purchases made to improve the recommendations in the report or any other safety related purchases.

Here is a link to the safety grant information: <https://insurance.flcities.com/services/risk-and-safety-management/matching-safety-grant>

If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

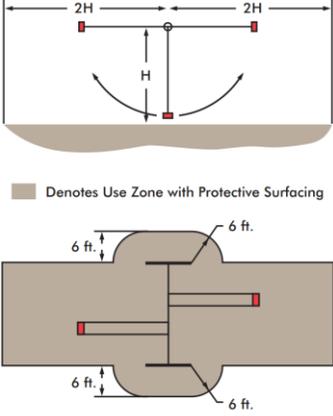


Trevor Reschny, CSP
Safety and Risk Consultant
Phone: 407-760-6170
Email: treschny@flcities.com

2 Site Survey Findings:

#	Item Description, Location and Recommendations	Item Picture (if necessary)	Date Corrective Action Taken
1.	All Facilities- None of the fire extinguishers were serviced within the past year and have expired.	NA	
2.	Kirkwood playground- The playground is in very good condition for the age however the safety surfacing (mulch) will need to be replenished in the future as it naturally compacts and deteriorates over time. See the end of this report for more information.	NA	
3.	<p>Community building- There was a stove being used in the mechanical room.</p> <p>This stove should be removed, and staff must be instructed to not allow this in the future.</p>		
4.	Basketball and Tennis Courts- The courts were in good condition. Nothing found at the time of the walkthrough.	NA	NA
5.	Delaware Park (Repeat)- The restroom is not handicap accessible. You may want to consider adding a ramp to assist with access.		

<p>6.</p>	<p>Delaware Park (Repeat)- There is no safety surface under the balance beam. Safety surface at the appropriate depth must extend 6 feet around all playground equipment. See the end of this report for more information.</p>		
<p>7.</p>	<p>Delaware Park (Repeat)- There is inadequate safety surfacing under and around the rope climber.</p> <p>Safety surface must extend 6 feet around all playground equipment. See the end of this report for more information.</p>		
<p>8.</p>	<p>Delaware Park (Repeat)- There is inadequate safety surfacing under and around the hand ring play equipment.</p> <p>Safety surface must extend 6 feet around all playground equipment. See the end of this report for more information.</p>		
<p>9.</p>	<p>Delaware Park (Repeat)- Both concrete picnic tables have sharp or broken edges which could pose a laceration hazard.</p>		

<p>10. Delaware Park (Repeat)- Under the green swing set there is grass which is not an approved surface material. The safety surface for swing must extend twice the height of the swing in both directions</p> <p>Please see the end of this report for more details on surfacing materials for playgrounds</p>	 	
<p>11. Delaware Park- There are several chains where unapproved hardware is being used on the swing chains.</p> <ul style="list-style-type: none"> A. Swing chains must be continuous, splices are not allowed. B. The hardware used to attach the swings to the chain must be designed for that purpose. <p>Example:</p>  <p>Not permitted:</p> 	  	

12.	<p>Delaware Park- (Repeat)- The merry go round does not meet modern merry-go-ground standards including having a speed limiting device and adequate safety surface underneath and around the perimeter.</p> <p>The CPSC requires a device to limit the peripheral speed of rotation to a maximum of 13 ft/sec.</p> <p>In addition, the rubber safety surface must be extended to at least 6 feet around the perimeter.</p>		
13.	<p>Town Hall and Police Department- All the emergency lights and exit lights in the building should be tested and replaced with LED fixtured to ensure they are functional.</p>	NA	
14.	<p>Civic Club building- This building is mainly being used for storage currently. We did not enter during the walkthrough.</p>	NA	NA
15.	<p>Garage Building- The general housekeeping in the shop could be approved upon to prevent slip trip and fall hazards.</p>	NA	

Playground Safety Surface Requirements: The surfacing under and around a playground is one of the most important factors in reducing the likelihood of life-threatening head injuries. The table below shows the minimum amount of loose fill material that would be needed for 6 foot around the playground equipment:

Inches	Of	(Loose-Fill Material)	Protects to	Fall Height (feet)
6*		Shredded/recycled rubber		10
9		Sand		4
9		Pea Gravel		5
9		Wood mulch (non-CCA)		7
9		Wood chips		10
<small>* Shredded/recycled rubber loose-fill surfacing does not compress in the same manner as other loose-fill materials. However, care should be taken to maintain a constant depth as displacement may still occur.</small>				

Just keep in mind that “Wood Chips” refers to Engineered wood fiber (EWF). EWF is a wood product that may look similar in appearance to landscaping mulch, but EWF products are designed specifically for use as a playground safety surface under and around playground equipment. EWF products should meet the specifications in ASTM F2075: Standard Specification for Engineered Wood Fiber and be tested to and comply with ASTM F1292

Town of Astatula

P.O. Box 609
Astatula, Florida 34705
Phone: (352) 742-1100
Email: zteeters@astatula.org

July 23, 2025

The Honorable Jennifer Barker
Lake County Manager
Lake County Board of County Commissioners
P.O. Box 7800
Tavares, FL 32778

Dear County Manager Barker,

I hope this letter finds you well. I am writing on behalf of the Town of Astatula to request a reallocation of funding previously awarded to support a land acquisition project.

At this time, it does not appear that the land acquisition will be able to move forward. The property owner has significantly increased the purchase price to \$380,000.00 — well above the originally quoted amount and outside of our current financial capacity.

Given this development, I respectfully request that the funding originally allocated for the acquisition be reallocated to support critical improvements at our existing parks — Joe Swaffer Park and Kirkwood Park. These upgrades would provide immediate and lasting benefits to our residents and are in direct alignment with our community's recreational needs and our current budget priorities.

We greatly appreciate Lake County's continued partnership and support, and we look forward to working with your team to explore this revised opportunity to enhance public spaces within our community.

Please let me know if any additional information is needed to facilitate this request.

Sincerely,

Zane Teeters, Jr.
Mayor, Town of Astatula



QUOTE

Zane Teeters
FLORIDA

Date
Jul 18, 2025

Expiry
Aug 17, 2025

Quote Number
QU-4613

Checks Should be Sent to:
Currency Bank- Jelly Bean
LLC Payables
7054 Jefferson Hwy Suite
100
Baton Rouge, LA 70806

Description	Quantity	Unit Price	Amount USD
Jelly Bean Rubber Mulch 4" coverage for all areas	108000.00	0.35	37,800.00
		Subtotal	37,800.00
		TOTAL TAX	0.00
		TOTAL USD	37,800.00



QUOTE

Zane Teeters
FLORIDA

Date
Jul 18, 2025

Expiry
Aug 17, 2025

Quote Number
QU-4614

Checks Should be Sent to:
Currency Bank- Jelly Bean
LLC Payables
7054 Jefferson Hwy Suite
100
Baton Rouge, LA 70806

Description	Quantity	Unit Price	Amount USD
Jelly Bean Rubber Mulch 6" depth for all areas	160000.00	0.349	55,840.00
		Subtotal	55,840.00
		TOTAL TAX	0.00
		TOTAL USD	55,840.00