



Town Council Meeting

November 10, 2025 at 6:00 PM

Howey-in the-Hills Town Hall

101 N. Palm Ave.,

Howey-in-the-Hills, FL 34737

Join Zoom Meeting: <https://us06web.zoom.us/j/86212232513?pwd=a9CzC2ONWTkyUkxkv26anNrRmzl1ga.1>

Meeting ID: 862 1223 2513 | **Passcode:** 190224

AGENDA

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

ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

WELCOME AND INTRODUCTION OF GUESTS

AGENDA APPROVAL/REVIEW

PUBLIC QUESTION & COMMENT

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

CONSENT AGENDA

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

- 1.** The approval of the minutes and ratification and confirmation of all Town Council actions at the September 22, 2025, Town Council Meeting.
- 2.** Consideration and Approval: Deaccession of Town Inventory

PUBLIC HEARING

- 3.** Consideration and Approval: **(Second Reading) Ordinance 2025-007 - Noise and Light Control**

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO PUBLIC HEALTH AND SAFETY; PROVIDING FINDINGS; ADDING A NEW CHAPTER 119 TO THE CODE OF ORDINANCES REGARDING EXCESSIVE NOISE AND LIGHT; PROVIDING DEFINITIONS; PROVIDING FOR ASSESSING SOUND USING A PLAINLY-AUDIBLE STANDARD; DECLARING IT A VIOLATION OF THE ORDINANCE FOR NOISE

TO VIOLATE THE PLAINLY-AUDIBLE STANDARD AT THE TIMES OF DAY AND BEYOND THE DISTANCES SET FORTH IN THE ORDINANCE; SETTING PENALTIES FOR VIOLATIONS; PROVIDING EXEMPTIONS AND A PROCESS FOR VARIANCES; PROVIDING STANDARDS FOR LIMITING GLARE AND LIGHT TRESPASS; DECLARING IT A VIOLATION OF THE ORDINANCE TO INSTALL OUTDOOR LIGHT FIXTURES EXCEPT AS PROVIDED IN THE ORDINANCE; PROVIDING EXEMPTIONS AND A PROCESS FOR VARIANCES; SETTING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

- Mayor will read the Ordinance title.
- Town Attorney will explain Ordinance 2025-007.
- Mayor will open Public Comment and Questions for this item only.
- Mayor will close Public Comment.
- Motion to approve Ordinance 2025-007.
- Council Discussion.
- Roll Call Vote.

4. Consideration and Approval: (Second Reading) Ordinance 2025-008 - Condos and Coop Building Repair and Inspection

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO STRUCTURAL INSPECTIONS AND REPAIRS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; PROVIDING FINDINGS; CREATING NEW CHAPTER 65 OF THE CODE OF ORDINANCES; REQUIRING MILESTONE INSPECTIONS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; REQUIRING INSPECTION REPORTS; SPECIFYING TIMEFRAMES FOR REPAIRS TO BE SCHEDULED AND COMMENCED; REQUIRING THE BUILDING OFFICIAL TO SUBMIT REPAIR AND INSPECTION INFORMATION TO THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

- Mayor will read the Ordinance title.
- Town Attorney will explain Ordinance 2025-008.
- Mayor will open Public Comment and Questions for this item only.
- Mayor will close Public Comment.
- Motion to approve Ordinance 2025-008.
- Council Discussion.
- Roll Call Vote.

5. Consideration and Approval: (Second Reading) Ordinance 2025-010 - Fire and Sprinkler Permitting

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO FIRE SAFETY; PROVIDING FINDINGS; CREATING NEW CHAPTER 91 OF THE CODE OF ORDINANCES; ENACTING A SIMPLIFIED PERMITTING AND INSPECTION PROCESS FOR FIRE ALARM SYSTEM AND FIRE SPRINKLER SYSTEM PROJECTS; REQUIRING CERTAIN DOCUMENT RETENTION BY CONTRACTORS; PROVIDING FOR APPLICATION FEE REFUNDS IN CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

- Mayor will read the Ordinance title.
- Town Attorney will explain Ordinance 2025-010.
- Mayor will open Public Comment and Questions for this item only.
- Mayor will close Public Comment.
- Motion to approve Ordinance 2025-010.

- Council Discussion.
- Roll Call Vote.

OLD BUSINESS

NEW BUSINESS

- 6.** Consideration and Approval: **GFL Contract**

DEPARTMENT REPORTS

- 7.** Town Hall
- 8.** Police Department
- 9.** Code Enforcement
- 10.** Lake County Fire Rescue
- 11.** Public Services Department
- 12.** Parks & Recreation
- 13.** Library / Community Events
- 14.** Town Attorney
- 15.** Finance Supervisor
- 16.** Town Manager

COUNCIL MEMBER COMMENT

- 17.** Mayor Pro Tem Everline
- 18.** Councilor Arnold
- 19.** Councilor Miles
- 20.** Councilor Lannamañ
- 21.** Mayor Wells

ADJOURNMENT

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

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

Howey Town Hall is inviting you to a scheduled Zoom meeting.
Topic: **Town Council Meeting**

Time: **Nov 10, 2025 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86212232513?pwd=a9CzC2ONWTkyUkxkv26anNrRmz1lga.1>

Meeting ID: 862 1223 2513

Passcode: 190224

One tap mobile

+13052241968,,86212232513#,,, *190224# US

+13126266799,,86212232513#,,, *190224# US (Chicago)

Join instructions

<https://us06web.zoom.us/meetings/86212232513/invitations?signature=Rc1wCEB0IqNB8u2VIC18XS-JizdSjgkL7BQP02msKao>

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



Town Council Meeting
September 22, 2025 at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor Wells called the Town Council Meeting to order at 6:04 p.m.
 Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.
 Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

MEMBERS PRESENT:

Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ | Councilor David Miles | Mayor Graham Wells

STAFF PRESENT:

Sean O’Keefe, Town Manager | Tom Wilkes, Town Attorney | Rick Thomas, Police Chief | Michael Giddens, Police Lieutenant | Morgan Cates, Public Services Director | John Brock, Deputy Town Manager / Town Clerk

WELCOME AND INTRODUCTION OF GUESTS

None

AGENDA APPROVAL/REVIEW

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

Voting

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

Nay: None

PUBLIC QUESTION & COMMENT

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

Andi Everline, 1012 N. Lakeshore Blvd. – Town resident, Andi Everline, thanked Public Works Director, Morgan Cates, and his crew for repairing gaps along the sidewalk, improving safety for pedestrians. She noted the lake cleanup had only five volunteers and suggested better promotion to boost participation next year. She

commented on Paquette's roadwork causing wear on nearby streets and asked if Gardenia Street was complete, citing remaining sandbags and covered drains. Mrs. Everline also recommended raking and refilling mulch at the Lakeshore playground for accessibility and expressed frustration over ongoing yard waste pickup problems and unreturned calls to Town Hall.

Banks Helfrich, 9100 Sams Lake Rd., Clermont – County resident, Banks Helfrich, noted Florida's year-round growing seasons and encouraged residents to plant during the current ideal period. He reflected that, as people mature; their purpose often becomes service to others and shared "the seven ups of service": wake up, dress up, show up, listen up, speak up, follow up, and never give up.

Lynne Husemann, 671 Avila Pl. – Town resident, Lynne Husemann, criticized Council members for appearing unprepared at the September 8th meeting, noting that questions raised about several agenda items were clearly addressed in the accompanying staff reports. She expressed disappointment that staff time and effort were disregarded and cited similar instances where detailed reports, such as Mr. Cates's vehicle request, were overlooked. She urged Councilors to review materials in advance and show greater respect for staff contributions. Mrs. Husemann also called out Councilor Miles for repeatedly criticizing the Town Manager over matters beyond his control, encouraging Council to collaborate with and support staff rather than treat them adversarially.

Councilor Arnold requested time to address the Council and residents regarding conduct at the September 8 meeting. With unanimous consent, he stated that Councilor Miles' remarks during that meeting were accusatory and unprofessional, violating the Council's Rules of Order. He urged all members to maintain decorum, refrain from threats toward staff or others, and asked Councilor Miles to consider resigning due to repeated inappropriate behavior toward staff and officials.

Councilor Lannamañ responded to earlier public comments from Town resident, Lynne Husemann, rejecting the claim that Councilors were unprepared and explaining that she had requested the removal of certain agenda items based on prior discussions and fiscal concerns. She invited Mrs. Husemann to run for Council in 2026 to better understand the responsibilities involved. Mayor Pro Tem Everline also stated he was offended by the implication of unpreparedness, emphasizing that questioning staff is part of the Council's duty to ensure efficiency.

Mrs. Husemann replied that she respected the workload of Council members but maintained her point that specific agenda items were clearly labeled, and the confusion during the prior meeting suggested insufficient review. A brief exchange followed between Mrs. Husemann and Councilor Lannamañ before the discussion concluded.

Mayor Wells then addressed Council participation via Zoom, citing the previous meeting's technical difficulties and emphasizing that members attending remotely should do so from quiet locations with stable internet connections. He also stated that comments made by Councilor Miles during that meeting, including threats toward the Town Manager, were unacceptable.

Councilor Miles responded, explaining that he was not inside a restaurant but outside the restaurant in a cold area with connection issues and that his frustration stemmed from technical difficulties, not anger toward colleagues. He acknowledged making strong remarks about the Town Manager due to dissatisfaction with project handling but defended his record and declined Councilor Arnold's call for resignation. He reviewed his priorities (improving water, wastewater, and roads) and insisted he would continue serving until his term ended.

Councilor Arnold reiterated that the September 8 discussion involved inappropriate comments and threats, including derogatory remarks toward the Town's engineer, which were uncalled for. After a brief exchange between the two, Mayor Wells closed the discussion, reaffirming the need for professionalism, order, and proper communication in future meetings.

Frances Wagler, 409 W. Central Ave. – Town resident, Fran Wagler, thanked the Town for providing a podium, noting it helps meetings run more smoothly. She raised concerns about the Town's Zoom access, explaining that links now must be copied and pasted rather than directly clicked, which can be difficult for residents, especially

retirees. Mrs. Wagler also mentioned that, while Zoom participants can hear Council members clearly, their voices are sometimes inaudible in the chamber, and audience reactions, such as applause, are muted online. She suggested the Town consider upgrading its audio-visual system to improve reliability and accessibility for virtual attendees. Mrs. Wagler concluded by thanking the Council for their service and dedication.

CONSENT AGENDA

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1. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 10, 2025, Town Council Public Hearing on Tentative Budget and Proposed Millage Rate.

Motion made by Councilor Lannamañ to approve the Consent Agenda; seconded by Mayor Pro Tem Everline. Motion approved unanimously by voice vote.

Voting

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

Nay: None

PUBLIC HEARING

None

OLD BUSINESS

2. Discussion: **Town Attorney RFQ**

Mayor Wells introduced the discussion item regarding the Town Attorney Request for Qualifications (RFQ 2025-006). Town Manager, Sean O’Keefe, reported that five firms had submitted proposals and outlined the next step of scheduling interviews, recommending one-hour sessions per firm over two days in a public workshop format.

Councilor Lannamañ expressed reservations about changing legal firms, citing the Town’s many ongoing projects and the benefit of GrayRobinson’s long institutional history. She suggested postponing the process until the following year. Mayor Wells responded that, since the Council had already agreed to review long-term service contracts and issued the RFQ, it would be fair and appropriate to proceed with interviews before making any decision.

Mayor Pro Tem Everline and Councilor Miles agreed that GrayRobinson should be included in the interview process for fairness, noting the firm’s long tenure since 2006. Mr. Wilkes confirmed that Attorney Heather Ramos would assume primary responsibility for Town representation while he remained available in a supporting role during the transition.

After discussion, the Council agreed to schedule two interviews on Tuesday, October 7, from 1:00–3:00 p.m., and three interviews on Wednesday, October 8, from 4:00–7:00 p.m. These sessions would be held as public workshops, after which the Council would deliberate and vote at a future meeting on whether to retain GrayRobinson or select a new legal firm.

NEW BUSINESS

3. Consideration and Approval: **Resolution 2025-018 Florida City Week (October 20-26, 2025)**

Council considered Resolution 2025-018 recognizing Florida City Week, October 20–26 and encouraging public participation. Town Manager, Sean O’Keefe, explained that Florida City Week highlights municipal services, celebrates staff, and helps residents understand what the Town does through activities such as facility tours, meet-and-greets, and informal outreach. Mayor Wells supported participating and suggested including a staff appreciation event, noting that similar past cookouts were positive for morale and are already budgeted.

Motion made by Mayor Pro Tem Everline to approve Resolution 2025-018; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

4. Consideration and Approval: **Police Chief Retirement Requests**

Council considered the retirement requests of Police Chief, Rick Thomas. Town Clerk, John Brock, summarized that Chief Thomas, after 30 years of service, requested to retain his service rifle, handgun, and fitted bulletproof vest, and to receive one month of continued health, dental, and vision insurance coverage to avoid a lapse while transitioning to private insurance. The fiscal impact was estimated at approximately \$5,300.

Councilor Lannamañ noted that gifting the service weapon is customary upon retirement, with the vest being non-transferable due to its personal fit and limited remaining lifespan. Discussion also clarified that COBRA coverage was available, but Chief Thomas requested only 30 days of Town coverage due to upcoming medical appointments before moving to his spouse’s insurance.

Mayor Wells then opened the item for public comment.

Dianna Ballou, 1005 N. Tangerine Ave. – Town resident, Dianna Ballou, was in support of the Town honoring Chief Thomas’ retirement requests.

Motion made by Councilor Miles honor Police Chief Thomas’ retirement requests., Seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

5. Consideration and Approval: **Ordinance 2025-007 - Noise and Light Control (first reading)**

Mayor Wells read Ordinance 2025-007 out loud by title only.

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO PUBLIC HEALTH AND SAFETY; PROVIDING FINDINGS; ADDING A NEW CHAPTER 119 TO THE CODE OF ORDINANCES REGARDING EXCESSIVE NOISE AND LIGHT; PROVIDING DEFINITIONS; PROVIDING FOR ASSESSING SOUND USING A PLAINLY-AUDIBLE STANDARD; DECLARING IT A VIOLATION OF THE ORDINANCE FOR NOISE TO VIOLATE THE PLAINLY-AUDIBLE STANDARD AT THE TIMES OF DAY AND BEYOND THE DISTANCES SET FORTH IN THE ORDINANCE; SETTING PENALTIES FOR VIOLATIONS; PROVIDING EXEMPTIONS AND A PROCESS FOR VARIANCES; PROVIDING STANDARDS FOR LIMITING GLARE AND LIGHT TRESPASS; DECLARING IT A VIOLATION OF THE ORDINANCE TO INSTALL OUTDOOR LIGHT FIXTURES EXCEPT AS PROVIDED IN THE ORDINANCE; PROVIDING EXEMPTIONS AND A

PROCESS FOR VARIANCES; SETTING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Manager, Sean O’Keefe, presented a draft noise ordinance establishing “plainly audible” distance limits based on zoning, time of day, and property boundaries. He explained that the ordinance defines allowable noise levels, 300 feet during daytime and 150 feet at night in residential areas, with greater distances for non-residential zones, and includes exemptions for activities such as church bells, emergency signals, and golf course maintenance between 7 a.m. and 7 p.m. Resort and event venues, such as the Howey Mansion and Mission Inn, would also be exempt from distance limits between 7 a.m. and 11 p.m.

Mayor Pro Tem Everline questioned whether the ordinance would resolve complaints from residents near the Mission Inn’s golf course, where early-morning grounds work has been disruptive. Mr. O’Keefe and Town Attorney, Tom Wilkes, clarified that, under the draft, noise plainly audible beyond 150 feet before 7 a.m. would be a violation, providing protection for nearby homeowners. Discussion followed regarding enforcement, with suggestions that code enforcement or the police department handle violations.

Councilor Lannamañ and Mayor Wells expressed concern about practicality and enforceability, noting the Town’s limited enforcement resources and the potential for neighborhood disputes. Councilors discussed balancing residents’ right to quiet enjoyment with reasonable allowances for normal activities, such as parties and construction. Mayor Wells questioned whether a general ordinance was preferable to addressing specific situations through developer agreements.

The Council noted that, while the ordinance would help deter excessive early-morning construction noise, it could be difficult to apply consistently. Members agreed further consideration was needed before adoption, particularly regarding enforcement responsibility, venue exemptions, and early-morning operations at the Mission Resort.

Mayor Wells opened Public Comment for this item only.

Tom Ballou, 1005 N. Tangerine Ave. – Town resident, Tom Ballou, stated that the noise issue originated with early-morning golf course maintenance near a residence by the Mission Resort. He suggested the grounds crew could begin mowing farther from that home and return to that area later in the day. Mayor Pro Tem Everline responded that this option had already been raised with Mission’s grounds staff and was rejected. He and other members noted that Mission’s Las Colinas course, which lies in the County, follows the County’s noise rules without issue, but the Town has no jurisdiction there. Council members reiterated that the Town pursued its own ordinance because the County’s noise ordinance does not apply within Town limits, and noise from Mission’s operations, including headlights and mowers as early as 4:00 a.m., has affected nearby residents.

Cindy Staley, General Manager for Mission Inn Resort – Mission Inn General Manager, Cindy Staley, addressed the Council to explain the resort’s position on the proposed noise ordinance. She emphasized that Mission Resort, established in 1917, has long served as a historic and economic anchor for the community, supporting tourism, employment, and local tax revenues. Ms. Staley stated that golf course maintenance is essential to daily operations and must be completed before sunrise tee times, which are among the most valuable. She noted that, while Mission staff make efforts to minimize disruption to nearby residents, roughly one-third of the golf holes border residential areas, making full avoidance impractical within the proposed time and distance restrictions.

Mr. O’Keefe and Mr. Wilkes clarified that, under the draft ordinance, noise complaints would be evaluated based on the distance from the property line of the non-residential source to the affected residential area. If noise is plainly audible beyond 150 feet before 7 a.m., it would be considered a violation. However, adjacent residents whose properties fall within that distance would not have a valid

complaint if the noise is no longer audible beyond the buffer zone. Mayor Wells concluded by cautioning that enforcement would be challenging, as it would require training for multiple staff members and consistent field measurements, raising concerns about the ordinance's practicality and clarity.

Joshua Husemann, 671 Avila Pl. – Town resident, Joshua Husemann, expressed support for a noise ordinance but cautioned that sound from construction and lawn equipment carries much farther than measured distances suggest, especially since tree removal near Hillside Groves has amplified traffic and construction noise. He reported hearing construction activity as early as 5:45 a.m. from nearly half a mile away and warned that enforcement would be difficult without staff available during early morning hours.

Councilor Lannamañ emphasized that her support for the ordinance centered on construction noise, noting that prior developer agreements had failed to prevent early-morning work. She argued that a written ordinance could serve as a stronger deterrent. Mayor Wells responded that existing rules already allow enforcement through stop-work orders, which quickly compel compliance without new regulations. Mr. Wilkes clarified that code enforcement would handle violations, though police could be authorized to assist. Enforcement, however, would be civil rather than criminal, with fines imposed by a special magistrate, an additional cost to the Town. Mayor Wells concluded that while the ordinance might have merit, its timing and resource demands make implementation difficult given other Town priorities.

Perry Davis, 223 Messina Pl. – Town resident, Perry Davis, spoke in support of adopting a noise ordinance but agreed with the Mission Resort's position. He compared the situation to homeowners near longstanding airports who later complain about aircraft noise, noting that the golf course has operated for decades and early-morning maintenance is an established part of its operation. Mr. Davis suggested that those who choose to live adjacent to the course should reasonably expect some level of early-morning activity and noise.

Mayor Wells closed Public Comment for this item.

Mr. Wilkes clarified that, under the proposed ordinance, construction activity would only be restricted before 7 a.m. and after 7 p.m.; noise generated during daytime hours would remain unrestricted. He explained that the primary intent of code enforcement is to achieve voluntary compliance rather than impose penalties, as most violations are resolved once the responsible party is informed. Councilor Lannamañ's earlier comments reflected this approach, emphasizing that a formal ordinance provides authority to issue warnings that typically lead to cooperation. Councilor Miles then noted a minor correction in the draft ordinance, recommending the insertion of the word "and" after "reoccurs" on line 549, page 14, to clarify the text.

Motion made by Councilor Lannamañ to approve Ordinance 2025-007 move forward to a second reading; seconded by Councilor Arnold. Motion approved by roll call vote.

Voting

Yea: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles

Nay: Mayor Wells

6. Discussion: SR 19 / CR 48 Traffic Circle Scheduling (Councilor Miles)

Councilor Miles initiated a discussion regarding the roundabout at the intersection of State Road 19 and State Road 48, expressing concern that the installation of two traffic lights in close proximity could lead to significant congestion. He noted that the Florida Department of Transportation (FDOT) had originally designed a roundabout for the location and encouraged the Town's MPO representatives to advocate for state funding to advance the project. Mayor Pro Tem Everline and Councilor Arnold confirmed that the

roundabout is not currently included in the MPO's Transportation Improvement Program or long-range plan and has been shelved indefinitely. Everline added that he previously submitted a transportation needs assessment on behalf of the Town, but to his knowledge, no formal response or submission was completed by staff, leaving the Town's priorities unrepresented in regional planning.

Councilor Miles emphasized the importance of getting the project added to the list as a critical first step, noting the lengthy timelines often required for FDOT funding. Both Mayor Pro Tem Everline and Councilor Arnold agreed to bring the matter up at upcoming Lake-Sumter Metropolitan Planning Organization (MPO) meetings, with Mayor Pro Tem Everline noting that the formal submission must come from the Town Manager. Public Services Director, Morgan Cates, reported that the Town continues to coordinate with Lake County and FDOT, including efforts to determine cost-sharing responsibilities between the Lake Hills and Publix developments and Lake County, since the roads involved are under different jurisdictions. He confirmed that design plans exist and expressed full support for the MPO representatives' efforts.

The conversation then turned to the proposed countywide five-cent gas tax, which could generate additional transportation funding. Mayor Wells and Councilor Miles explained that proceeds from the local option gas tax must be used for transportation purposes and are typically distributed to municipalities based on roadway mileage. Mayor Wells referenced a recent conversation with County Manager, Jennifer Barker, and noted that, while the tax would have minimal impact on individual drivers, it could significantly benefit the Town's infrastructure funding. Councilor Arnold expressed concern for working families and advocated for placing the matter on the ballot through a referendum rather than relying solely on a Commission vote. Councilor Lannamañ indicated she would attend the County meeting virtually, while Councilor Miles confirmed he would attend in person and requested a printed copy of the Town's letter of support. The discussion concluded with general agreement that the immediate priority was to ensure the roundabout project is formally submitted for inclusion in the MPO's planning list.

Mayor Wells asked for a motion for a five-minute meeting recess at 8:15 p.m.

Motion made by Councilor Lannamañ for a five-minute meeting recess; seconded by Councilor Arnold. Motion approved unanimously by voice vote.

Voting

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

Nay: None

Mayor Wells reconvened the meeting at 8:21 p.m.

7. Presentation: Marketing Tools (Councilor Everline)

Mayor Pro Tem Everline shared marketing ideas from the Florida League of Cities Conference that could be implemented with little to no cost, such as using cell phones to create videos of local amenities for social media and YouTube, sending press releases to local publications, and producing newsletters to include with utility bills. He also suggested exploring internships and praised the use of AI in municipal operations.

Mayor Wells supported the idea of a newsletter and noted previous success with social media posts. He shared that he, the Town Clerk, and the Library Director had recently met with the Howey Mansion's owner to discuss future collaboration and confirmed that Founders Day would return to Griffin Park. Councilor Arnold and Mayor Pro Tem Everline emphasized the need to better promote and develop key Town assets, including Little Lake Harris, the Howey Mansion, Mission Inn, and the Sarah Maude Mason Nature Preserve. The Council expressed general support for increased outreach and low-cost marketing efforts to raise the Town's profile and engagement.

Mayor Wells asked for a motion to extend the meeting to 9:00 p.m.

Motion made by Councilor Miles to extend the meeting to 9:00 p.m.; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.

Voting

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

Nay: None

8. Discussion: Speed Limit Concerns on Non-Town Roads (Mayor Wells)

Mayor Wells raised a resident's request to lower speed limits on the south side of Town near Venezia Blvd., citing concerns that drivers fail to slow down appropriately when entering or exiting Town. He suggested the Town explore a request to the Florida Department of Transportation (FDOT), noting similar speed reductions in Montverde. Mayor Pro Tem Everline recommended bringing the issue to the Lake-Sumter Metropolitan Planning Organization (MPO), especially in connection with the planned Palm Avenue corridor study.

Councilor Miles proposed a "no left turn" sign at South Dixie and SR 19 due to safety concerns at the curve. Police Lieutenant Giddens confirmed persistent speeding issues on Number 2 Road, with radar showing vehicles traveling up to 75 mph. Councilor Arnold added that similar patterns had occurred on Florida Avenue.

To help reduce speeding, officials discussed using the Town's spare police vehicles as visual deterrents, a strategy used successfully elsewhere. Mayor Wells concluded by asking if Mr. Davis had additional input.

Perry Davis, 223 Messina Pl. – Town resident, Perry Davis, expressed appreciation to Mayor Wells and the Council for revisiting the issue of speed limits near Venezia. He emphasized increased pedestrian activity along SR 19 due to development in Talichet, including families with strollers and bicyclists, and urged that FDOT reduce the speed limit when entering Town from the south, ideally before reaching Florida Avenue. He noted past attempts to address this issue under a previous Mayor yielded no State response and stressed that the State should take responsibility for the growing safety concerns.

Mr. Davis also acknowledged prior comments about enforcement and reiterated that, while the Town is known for slow speed zones, the area now sees heavy traffic and dense residential activity. He thanked the Council for raising the issue again and expressed hope that the State would take the matter seriously.

DEPARTMENT REPORTS

9. Town Manager

Town Manager, Sean O'Keefe, announced that Police Chief, Rick Thomas, would be retiring on Friday, September 26, after 30 years of service to the Town. A celebration in his honor would be held Wednesday, September 24, at the Howey Mansion. Attendees should RSVP to Police Lieutenant Giddens, and local traffic would still be allowed through Citrus Avenue for the event.

Mr. O'Keefe also reminded Council of the second budget public hearing scheduled for Wednesday, September 24, at 5:05 p.m., noting the importance of full Town Council attendance. Additionally, the dedication ceremony for the Sheriff Borders Highway designation would take place Friday, September 26, at 10:00 a.m.

COUNCIL MEMBER COMMENT

10. Mayor Pro Tem Everline

Mayor Pro Tem Everline thanked Mr. and Mrs. Husemann for attending and Public Services Director, Morgan Cates, for organizing the recent lakefront cleanup and emphasized the lake's importance to the Town. He then raised concerns about the number of Public Works vehicles, noting he had voted against a new truck based on incorrect assumptions about the current fleet. After clarification, it was confirmed that the new truck would bring the total to five, not six, and that one aging vehicle, previously used by the former police chief, will likely be auctioned due to ongoing mechanical issues.

Mr. Cates explained the reasoning behind reallocating that older truck and noted that several police vehicles had already been decommissioned. Mayor Pro Tem Everline acknowledged the clarification and expressed appreciation. He also publicly thanked retiring Police Chief, Rick Thomas, for his 30 years of service.

Lastly, Mayor Pro Tem Everline asked about water bill late fees. He also requested that the Town Clerk ensure Council members are receiving Heartland League of Cities emails, particularly those from the Heartland Legislative Action Committee.

11. Councilor Arnold

None

12. Councilor Miles

Councilor Miles proposed advancing the paving of Valencia Street to immediately follow completion of North Citrus, citing potential savings of \$10,000 to \$15,000 in mobilization costs and confirming that sufficient infrastructure funds are available. Town Manager, Sean O'Keefe, and Public Services Director, Morgan Cates, confirmed that design work is already underway, though cost estimates will depend on contractor pricing. Mayor Wells emphasized that Council previously prioritized the boat ramp project ahead of further road paving, but Councilor Miles asserted that both projects could proceed without delay. Staff agreed to review the numbers.

13. Councilor Lannamañ

Councilor Lannamañ inquired whether the developer would be included in the upcoming meetings with County Commissioners. Town Manager, Sean O'Keefe, clarified that there had been some initial confusion, but confirmed he had spoken with the developer, and the scheduled meetings are now correctly reflected on their calendar.

14. Mayor Wells

None

ADJOURNMENT

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

The Meeting adjourned at 9:14 p.m. | **Attendees: 34**

Graham Wells, CMC, Mayor

ATTEST:

John Brock, Town Clerk

DRAFT



Date: November 10, 2025

To: Mayor and Town Council

From: Sean O’Keefe, Town Manager

Re: Consideration and Approval: **Deaccession of Town Inventory**

Objective:

To obtain Town Council authorization to deaccession and send surplus Town property to George Gideon Auctioneers in Zellwood, Florida.

Summary:

The Town has identified several items that are no longer needed for municipal operations and are recommended for deaccession from Town inventory. These include:

- One (1) Dell E2423H monitor, September 2022 (Serial Number CN-0V623N-FCC000-295-CV3X-A01) (Police)
- One (1) Dell E2014Hc monitor, October 2014 (Serial Number: CN-012MWY-64180-4AM-0M4U) (Police)
- One (1) Dell E2016Hb monitor, December 2015 (Serial Number: CN-0JR3M0-74261-5C8-0NGM-A00D0-120) (Police)
- One (1) Dell monitor, February 2013 (Serial Number: CN-0NDMRP-74261-32F-17YU) (Police)
- One (1) Dell monitor, February 2013 (Serial Number: CN-0NDMRP-74261-32F-181U) (Police)
- One (1) ViewSonic VG2453 monitor, Model VS16566 (Serial Number: UOX203000591) (Police)
- One (1) Dell E2423H monitor, September 2022 (Serial Number: CN-0V623N-FCC00-295-CW6X-A01) (Police)
- One (1) Dell E2014Hc, October 2014 (Serial Number: CN-012MWY-54180-4AM-0MOU) (Police)
- One (1) Dell E2423H, September 2022 (Serial Number: CN-0V623N-FC00-295-CW9X-A01) (Police)
- One (1) 2017 Ford Explorer (VIN: *****5556) (Police)

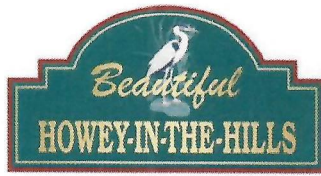
In accordance with Town procedures for disposal of surplus property, staff proposes to send these items to George Gideon Auctioneers, a public auction house that provides sales services for municipalities and other government entities. Once sold, auction proceeds will be remitted to the Town.

Fiscal Impact:

The final sale amount will be determined through the public auction process.

Staff Recommendation:

Staff recommends that Town Council approve the deaccession of the identified surplus items and authorize their delivery to George Gideon Auctioneers for sale.



DEACCESSION FORM

SUBMITTER NAME/DEPARTMENT:

SUBMISSION DATE:

ITEM INFORMATION:

Item Name:	2017 FORD EXPLORER
Date Acquired:	1/17/2017
Accession Number (Town-issued Number):	UNIT 9
Serial Number/VIN:	[REDACTED]
Original Purchase Price:	\$42,000
Description:	FORD EXPLORER POLICE VEHICLE w/82,580 MILES
Condition:	POOR
Reason for Deaccession:	THE VEHICLE HAS REACHED THE END OF ITS USEFUL OPERATIONAL LIFE.
Method of Deaccession (e.g., auction, sale, donation, disposal):	AUCTION

AUTHORIZATION:

Approved by (Department Head):Name/Title: CHIEF MICHAEL GOODENSSignature: [Signature] Date: 11/5/25**Approved by (Town Manager):**Name: Sean OKeefeSignature: [Signature] Date: 11/5/2025

Council Approval Date: _____

Witnesses to Disposal:

Witness #1:

Name: _____

Signature: _____ Date: _____

Witness #2:

Name: _____

Signature: _____ Date: _____

For Technology Items:**Approved by (IT Director):**

Name/Title: _____

Signature: _____ Date: _____

Submit the completed form to the Public Works office. Unauthorized disposal of municipal property is prohibited.



Date: November 10, 2025

To: Mayor and Town Council

From: Sean O’Keefe, Town Manager

Re: Consideration and Approval: **Ordinance 2025-007 - Noise and Light Control**

Objective:

To conduct the second reading of Ordinance No. 2025-007, an ordinance establishing standards for noise and light control within the Town.

Summary:

Ordinance No. 2025-007 proposes the creation of Chapter 119 of the Town of Howey-in-the-Hills’ Code of Ordinances relating to noise and light control. The ordinance establishes definitions, adopts a “plainly audible” standard for assessing noise, and sets time-of-day and distance limits for allowable noise in residential and non-residential areas. It also provides exemptions for specific activities, such as construction during permitted hours, emergency services, church bells, and permitted events. The ordinance authorizes a variance process for certain circumstances and sets penalties for violations.

In addition, the ordinance establishes standards to reduce light pollution, glare, and light trespass. These provisions require the use of full cut-off lighting fixtures in most cases, provide shielding and setback requirements where residential and non-residential uses abut, and establish enforcement procedures.

After the first reading of the ordinance, the following exemption was added at lines 215 and 216: *(q) Businesses lawfully established and operating on or before January 1, 1993, provided such operations have not and do not change substantially in scope or intensity.*

Fiscal Impact:

There is no direct fiscal impact anticipated with the adoption of this ordinance.

Staff Recommendation:

Staff recommends the approval of Ordinance No. 2025-007 as currently presented.

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO PUBLIC HEALTH AND SAFETY; PROVIDING FINDINGS; ADDING A NEW CHAPTER 119 TO THE CODE OF ORDINANCES REGARDING EXCESSIVE NOISE AND LIGHT; PROVIDING DEFINITIONS; PROVIDING FOR ASSESSING SOUND USING A PLAINLY-AUDIBLE STANDARD; DECLARING IT A VIOLATION OF THE ORDINANCE FOR NOISE TO VIOLATE THE PLAINLY-AUDIBLE STANDARD AT THE TIMES OF DAY AND BEYOND THE DISTANCES SET FORTH IN THE ORDINANCE; SETTING PENALTIES FOR VIOLATIONS; PROVIDING EXEMPTIONS AND A PROCESS FOR VARIANCES; PROVIDING STANDARDS FOR LIMITING GLARE AND LIGHT TRESPASS; DECLARING IT A VIOLATION OF THE ORDINANCE TO INSTALL OUTDOOR LIGHT FIXTURES EXCEPT AS PROVIDED IN THE ORDINANCE; PROVIDING EXEMPTIONS AND A PROCESS FOR VARIANCES; SETTING PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Section 1. Findings. In adopting this ordinance, the Town Council finds and declares the following:

1. The Town has authority pursuant to its home-rule powers and pursuant to Article II, Section 7 of the Florida Constitution to make provisions for the abatement of excessive and unnecessary noise and light.
2. This ordinance promotes the health, safety, welfare, and quality of life of Town citizens.

Section 2. Amendments to the Town of Howey-in-the-Hills' Code of Ordinances. Chapter 119 of the Code of Ordinances is created as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

Chapter 119 – NOISE AND LIGHT CONTROL

Sec 119-1. Town policy.

In furtherance of the mandate of the people of Florida as expressed in Article II, Section 7 of the Florida Constitution, it is the policy of the town to provide by ordinance for the abatement of excessive and unnecessary noise. The town will also provide by ordinance for the abatement of unnecessary and excessive light.

Article I. – NOISE.

Sec 119-2. Purpose; intent; authority and responsibility of the investigating officer.

- (a) The purpose of this article is to prevent, prohibit, and provide for the abatement of excessive and unnecessary noise, known as noise disturbance.
- (b) It is the intent of this article to define and describe the authority and responsibility for the investigating officer relating to noise disturbance investigation and enforcement, unless the noise disturbance is otherwise exempt under this article.
- (c) The investigating officer has authority to investigate and, if applicable, to issue a citation for a violation of the allowable limits under section 119-6, and noise disturbance complaints which may involve the consumption of alcohol or any suspected illegal activities and noise disturbance complaints involving "breach of the peace," as defined in section 877.03 of the Florida Statutes.
- (d) This article does not apply to the regulation or use of fireworks which are governed separately under Chapter 93 of the Code of Ordinances.

Sec. 119-3. Definitions.

- (a) The following words, terms, and phrases, when used in this article, have the meanings ascribed to them in this section unless the context clearly indicates a different meaning:
1. *Breach of the peace* means such acts as are of a nature to affect the peace and quiet of persons who witness them, as that term is used and enforced under section 877.03 of Florida Statutes.
 2. *Construction* means site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private lands, thoroughfares, structures, utilities, or similar property.
 3. *Demolition* means the dismantling, destruction, or razing of structures, utilities, public or private thoroughfares, or similar property.
 4. *Development permit* means a building permit, zoning permit, subdivision approval, rezoning, special exception, variance, or other official action of the town having the effect of permitting the development of land.
 5. *Emergency* means an occurrence or circumstance involving actual or imminent physical death or trauma, environmental harm, or property damage, demanding immediate emergency work or service.
 6. *Emergency work or emergency service* means actions taken for the purpose of preventing or alleviating, or attempting to prevent or alleviate, an emergency, including work by private or public utilities when restoring utility service.

7. Investigating officer means a town employee or contractor designated by the town manager as a code enforcement officer or the police chief or a police officer acting under the police chief's direction and supervision.
8. Motor vehicle means a vehicle defined as "motor vehicle" under section 320.01(1) of the Florida Statutes.
9. Noise or Noise disturbance means a sound produced in such quantity and for such duration that it annoys, disturbs, or injures a reasonable individual of normal sensitivities.
10. Nonresidential area means land within the town limits that is not a residential area.
11. Person means an individual, association, partnership, or corporation, including any officer, employee, department, agency, or instrumentality of the United States, the state, or any political subdivision thereof.
12. Plainly audible means a noise or noise disturbance produced by a source, or reproduced by a radio, tape player, television, CD player, electronic audio equipment, musical instrument, sound amplifier, or other mechanical or electronic sound-making device, that can be heard by a person using his/her normal hearing faculties. When the particular sound or noise involves words or phrases, the sound or noise may be deemed to be heard even though the investigating officer cannot determine the specific words or phrases being uttered or produced. The detection of a rhythmic, bass-reverberation type of noise disturbance constitutes a plainly audible sound or noise.
13. Residential area means land within the town's limits on which are located residential properties, or which is otherwise zoned, whether in its entirety or in major part, for residential use.
14. Right-of-way means a road, street, highway, sidewalk, alley, or similar place normally accessible to the public for transportation purposes and which is owned or controlled by the state, county, or municipality or which is dedicated to public use for transportation purposes.
15. Sound means an oscillation in pressure, stress, particle displacement, particle velocity, or other physical parameter in a medium with internal forces. The term may include any characteristic of such sound, including duration, intensity, and frequency.

Sec. 119-4. Town council findings of fact.

In enacting this article, the town council finds the following:

- (a) Excessive and unnecessary noise interferes with the quality of life and can interfere with the health, safety, and general welfare of the public.

- (b) Excessive and unnecessary noise can cause adverse psychological and physiological effects on humans.
- (c) A substantial body of science and technology exists by which noise may be measured and substantially abated.
- (d) The provisions and prohibitions contained in this article are enacted for the purpose of securing and promoting the public health, safety, welfare, and quality of life in the town for its inhabitants.

Sec. 119-5. Declaration of public nuisance.

Noise in violation of this article is a public nuisance. In addition to enforcement of this article under Chapter 8, noise in violation of this article is subject to injunction and abatement by a court of competent jurisdiction.

Sec. 119-6. Allowable plainly-audible sound; land-use categories; times.

It is unlawful to create or otherwise project noise that is plainly audible beyond the distances and during the times of day set forth in Table 1:

TABLE 1

DISTANCE AND TIME-OF-DAY RESTRICTIONS ON PLAINLY-AUDIBLE NOISE

<u>Land on Which Noise Is (or is not) Plainly Audible</u>	<u>Time of Day</u>	<u>Allowable Distance From Property Boundary of Noise Source</u>
<u>Residential Area</u>	<u>7:00 a.m. – 10:00 p.m.</u>	<u>300 feet or less</u>
	<u>10:01 p.m. – 6:59 a.m.</u>	<u>150 feet or less</u>
<u>Nonresidential area</u>	<u>7:00 a.m. – 10:00 p.m.</u>	<u>500 feet or less</u>
	<u>10:01 p.m. – 6:59 a.m.</u>	<u>300 feet or less</u>

In determining whether noise is or is not allowed under this article, the investigating officer must determine whether (i) the noise is or is not plainly audible (ii) beyond the allowable distance from the boundary of the property on which the source of the noise is located (iii) during the time of day indicated.

Sec. 119-7. Reserved.

Sec. 119-8. Prohibited acts.

Except as provided under sections 119-9 and 119-10, no person may produce, cause to be produced, or allow to be produced, by any means, a noise disturbance on private or public property, including a right-of-way, when such noise is plainly audible beyond the distances and during the times of day specified in section 119-6.

Sec. 119-9. Exemptions.

The provisions of section 119-8 do not apply to the following:

- (a) Maintenance and repair of lawn, golf course, and other grounds between 7:00 a.m. and 7:00 p.m., Monday through Saturday, and between 9:00 a.m. and 7 p.m. on Sundays;
- (b) Motor-vehicle operation conducted on public rights-of-way in accordance with state laws and regulations;
- (c) Church or clock carillons, bells, or chimes;
- (d) Law-enforcement activities, including training;
- (e) Emergency signals during emergencies;
- (f) Emergency-signal testing between 7:00 a.m. and 7:00 p.m.;
- (g) Emergency work and emergency service;
- (h) Generators used during power outages or otherwise as a result of an emergency;
- (i) Refuse-collection vehicles, including street sweepers, while performing their activities between 7:00 a.m. and 7:00 p.m., Monday through Saturday;
- (j) Construction or demolition activities for which the town has issued a development permit, provided such activity occurs Monday through Saturday between 7:00 a.m. and 7:00 p.m.;
- (k) Construction activities related to town, county, or state roads;
- (l) Scheduled activities at a publicly-owned or operated facility;
- (m) Unamplified human voices;
- (n) Outdoor events for which the organizer has been issued a permit by the town, provided it is conducted in accordance with such permit;
- (o) Air conditioners, when functioning in accord with the manufacturer's specifications, equipped with manufacturer's standard mufflers and noise-reducing equipment, and in proper operating condition according to standards promulgated by the American Refrigeration Institute;
- (p) Business operations between 7:00 a.m. and 11:00 p.m. at properties zoned and used for resort and event-venue purposes.

- (q) Businesses lawfully established and operating on or before January 1, 1993, provided such operations have not and do not change substantially in scope or intensity.

Sec. 119-10. Variances.

- (a) The town council may grant a variance from the provisions of sections 119-6 and 119-8.
- (b) A request for a variance from the requirements of this article may be considered by the town council and granted only when the town council finds that hardship would result from strict compliance with the provision from which a variance is sought. The town council may, but is not required to, grant a variance upon its determination that (1) the hardship is not self-imposed; (2) the variance is necessary to the permissible uses of the property; and (3) the intent and purposes of this article are achieved or otherwise not materially thwarted in granting the variance.
- (c) Any person seeking a variance must submit an application to the town clerk. At a minimum, the applicant must provide the following information:
1. Identification of applicant;
 2. Applicant's mailing address;
 3. Alternate key number or legal description of property from which the sound will emanate;
 4. Description of source of sound;
 5. Description of sound;
 6. Names and addresses of all owners of abutting property and all owners of non-abutting properties located within 500 feet of the parcel from which the noise will emanate; and
 7. Facts and reasons justifying a variance.
- (d) The applicant for a variance must tender an application fee in an amount determined from time to time by the town council.
- (e) The town clerk shall schedule a hearing on the variance application. The town clerk shall notify the applicant for a variance and all owners of abutting property and all owners of parcels within 500 feet no less than ten days before the hearing of the time, date, and place of the hearing. If the variance application is in response to a complaint, the town clerk shall notify the complainant.
- (f) At the hearing, the applicant may submit relevant evidence or testimony. In deciding whether to grant or deny the application, the town council shall consider the hardship which will result to the applicant, the community, and other persons if the variance is not granted, versus the adverse impact on the health, safety, and general welfare of persons if the variance is granted. The town council shall grant or deny the variance no later than ten days after the date of the hearing. In granting or denying a

variance, the town council shall state in writing on the application the reasons for its decision. If the application is approved, the town council shall set forth the terms and conditions, if any, of its approval.

Sec. 119-11. Enforcement; penalty.

- (a) It is unlawful for a person to violate any provision of this article. The provisions of this article may be enforced by notice of violation of the town code or by civil-infraction citation under Part II, Chapter 162, Florida Statutes, or its successor statute. A person not in compliance with this article may be prosecuted in accordance with Chapter 8 of this code and through the authority of a special magistrate. Each violation is considered a separate offense.
- (b) When an investigating officer determines that a violation of this article has occurred without a variance under section 119-10, the investigating officer must promptly issue a written notice of violation. The notice of violation must include a description of the site where the violation has occurred, citation to the provisions of this article and other applicable laws that have been violated, and the required remedial action or actions to be taken. Such remedial action may include:
1. Modification of the structure or business causing the violation in order to comply with this article;
 2. Other actions consistent with the purpose and intent of this article to ameliorate the adverse impacts of the violation; and
 3. Administrative and civil penalties.
- (c) 1. When a noise complaint is received and referred to the investigating officer for investigation pursuant to subsection 119-2(c), and upon personal investigation the investigating officer finds probable cause to believe the owner or operator of the real property at issue is in violation of this article, the investigating officer may issue a written warning to cease and desist the violation.
2. If the owner or operator of the real property does not take corrective action regarding such a cease and desist warning within a reasonable time, which is defined to be 15 minutes or less, or if the noise or sound is abated after the warning and then reoccurs within 180 days of the time of abatement, the owner or operator of the real property may be found guilty of a civil infraction, with a maximum penalty in an amount not to exceed \$500.00.
- (d) A person violating this article shall be liable for all costs incurred by the town in connection with enforcing this article, including, without limitation, investigative and court costs.
- (e) This article does not restrict the right of a substantially affected person to proceed under Chapters 60 and 823 of Florida Statutes against a public nuisance.

Sec. 119-12. No liability for reasonable, good-faith trespass by investigating officer or authorized designee.

The investigating officer, any other authorized code enforcement officer, and the town are immune from prosecution, civil or criminal, for reasonable, good-faith trespass upon private property while in the discharge of duties under this article.

Sec. 119-13—119-24. Reserved.

ARTICLE III. – LIGHT.

Sec. 119-25. Purpose, intent, and authority and responsibility of the investigating officer.

- (a) The purpose of this article is to define practical and effective measures to reduce problems created by improperly designed and installed outdoor lighting. These regulations are intended to minimize light pollution, glare, and trespass; conserve energy while maintaining nighttime safety, security, and productivity; protect the privacy of residents; minimize disturbance of wildlife; enhance the ambiance of the community; and ensure optimal viewing of night skies above the town.
- (b) It is the intent of this article to define and describe the authority and duties of the investigating officer in lighting-device investigation and enforcement, unless the lighting device is otherwise exempt under this article.
- (c) The investigating officer has authority under this article to investigate and issue a notice of violation as provided in this article for light pollution, whether emanating from residential property under construction or from nonresidential property, that does not conform to section 119-30 of this article.
- (d) For purposes of this article, ‘investigating officer’ means a town employee or contractor designated by the town manager as a code enforcement officer or the police chief or a police officer acting under the police chief’s direction and supervision.

Sec. 119-26. Conformance with applicable codes.

All outdoor lighting devices must be installed in conformance with the requirements of both this code and the Florida Building Code. In the event of conflict between this code and the Florida Building Code, the latter will govern.

Sec. 119-27. Applicability.

- (a) Standards. Except as provided in this section, all outdoor lighting erected or installed after the effective date of this article, regardless of whether a permit is required, must comply with the standards of this section.

(b) Permit required. A lighting permit is required to install or erect, or to replace, outdoor lights mounted on poles or other structures higher than ten feet above the ground. In all other cases, no lighting permit is required to add, reposition, or replace outdoor lights; however, building permits may be required.

(c) Exemptions. The following are exempt from the requirements of this section:

1. Fossil fuel lighting. All outdoor light fixtures producing light directly by the combustion of fossil fuels (such as kerosene lanterns and gas lamps).
2. Government facilities. Outdoor light fixtures on, or in connection with facilities and land owned or operated by the federal, state, or county government, the Lake County School Board, and the town. Voluntary compliance with the intent and provisions of this section is encouraged.
3. Temporary construction and emergency lighting. Lighting necessary for construction or emergencies, provided that all work is being completed with the requisite permits and the lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating the lighting.
4. Hazard warning lighting. As required by federal, state, or local government agencies.
5. Seasonal lighting. From the day before Thanksgiving through January 15, lighting that is incidental to the use of the property and is customary and commonly associated with a national, local, or religious holiday.
6. Flag lighting. Up-directed lighting illuminating flags. It is recommended that flags be lowered at sunset and not illuminated with up-directed lighting from sunset to sunrise.
7. Incandescent, fluorescent, and LED lighting. Incandescent lights 75 watts and less per fixture, fluorescent lights 20 watts and less per fixture, and LED lights 15 watts and less per fixture.
8. Temporary exemption. A person may submit a written request to the town manager for a temporary exemption from the requirements of this section. The town manager has five business days from the date of receipt of the request to approve or disapprove the request. Temporary exemptions may be granted for no longer than necessary to accommodate the need for the temporary exemption and for no longer than 30 consecutive days in any case. The request for temporary exemption must include:
 - a. Name, address and telephone number of the applicant;
 - b. Location of the outdoor lighting fixture for which the exemption is requested;
 - c. Specific exemptions requested and the reasons therefore;

- d. Duration of the requested exemption, including starting date;
- e. Type of outdoor light fixture to be used;
- f. Previous temporary exemptions, if any; and
- g. Such other data and information as may be required by the town manager.

Sec. 119-28. Variance.

- (a) The town council may grant a variance from the provisions of this article.
- (b) A request for a variance from the requirements of this article may be considered by the town council and granted only when it is found that hardship would result from strict compliance with the provision from which a variance is sought. The town council may grant approval of a variance upon the determination that (1) the hardship is not self-imposed; (2) the variance is necessary to the permissible uses of the property; and (3) the intent and purposes of this article are not thwarted in granting the variance.
- (c) A person seeking a variance must submit an application to the town council. At a minimum, the applicant must provide the following information:
 - 1. Identification of applicant;
 - 2. Applicant's mailing address;
 - 3. Alternate key number or legal description of property from which the light will emanate;
 - 4. Description of source of light;
 - 5. Description and direction of light;
 - 6. Names and addresses of all owners of property abutting the parcel from which the light will emanate; and
 - 7. Facts and reasons justifying a variance.
- (d) The applicant for a variance must tender an application fee in an amount determined by the town council.
- (e) The town clerk must schedule a hearing on the variance application. The town clerk must notify the applicant and all abutting property owners no less than ten days before the hearing of the time, date, and place of the hearing. If the variance application stems from a complaint, the town clerk must notify the complainant.

- (f) At the hearing, the applicant may submit relevant evidence and testimony. In deciding whether to grant or deny the variance, the town council must consider the hardship which will result to the applicant, the community, and other persons if the variance is not granted, versus the adverse impact on the health, safety, and general welfare of persons if the variance is granted. The town council must grant or deny the variance application no later than ten days after the date of the hearing. In granting or denying a variance, the town council must state in writing on the application the reasons for the decision. If the decision is to grant the variance, the town council must set forth the terms and conditions, if any, of the variance.

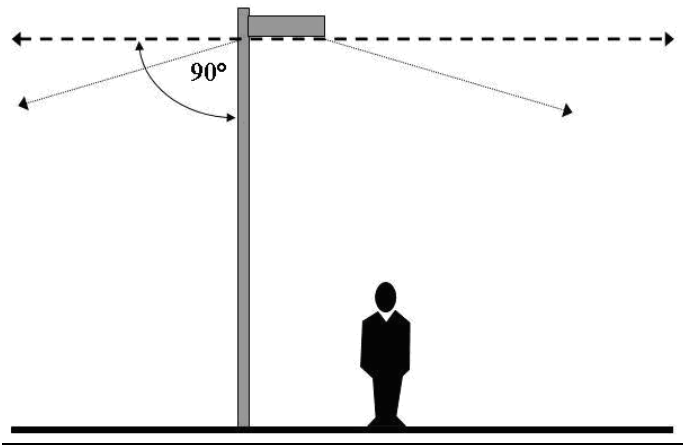
Sec. 119-29. Reserved.

Sec. 119-30. General standards for lighting.

All outdoor lighting must be designed and installed to prevent glare and light trespass on abutting property.

- (a) Full cut-off lighting fixtures. Where outdoor lighting is proposed for installation, full cut-off lighting fixtures as depicted below are required for all outdoor walkway, parking lot, canopy, and building/wall mounted lighting, and for all lighting located within those portions of open-sided parking structures that are above ground. Lights that are properly installed in an architectural space (such as under a porch roof or a roof overhang) and that provide the functional equivalent of a full cut-off fixture need not use full cut-off fixtures.

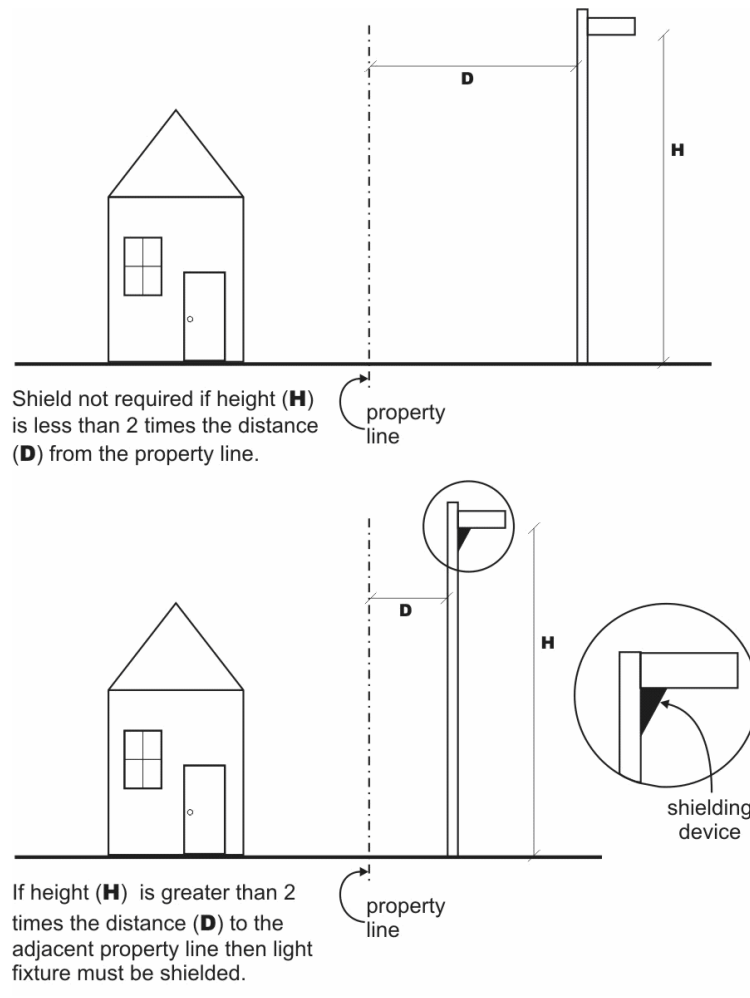
Full cut-off lighting fixture diagram:



- (b) Setback or shielding requirement. Where a multi-family dwelling of three or more units or a nonresidential use abuts property that is residentially zoned or has a dwelling of one or two units, all outdoor lighting fixtures shall be setback the minimum distance from the nearest lot line, or “house-side shielding” must be installed on the residential property side of the lighting fixture as shown in the Setback/Shielding Requirement Diagram below. A house-side shield consists of a visor or shielding panel that attaches to a lighting fixture. This requirement applies to both light poles and lighting fixtures mounted on the side or top of a building or structure. Where

property is residentially zoned or has a dwelling of one or two units, light fixtures on abutting properties either zoned or used for (i) multifamily purposes with three or more dwelling units or (ii) nonresidential purposes must be shielded and/or angled to prevent light trespass on abutting property.

Setback or Shielding Requirements Diagram:



(c) Screening. Where a multi-family dwelling of three or more units or a nonresidential use abuts property that is zoned for residential use or has a dwelling or dwellings of one or two units, fences and walls must be constructed, sized, and located on the property of the multi-family dwelling or non-residential use so that no head-lamp or tail-lamp from a motor vehicle is visible from a first-floor window located within the residential district or on the dwelling unit.

(d) Sign lighting. Lighting fixtures used to illuminate an outdoor advertising sign must be mounted on the top or above the sign structure. Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within do not require shielding. Dark backgrounds with light lettering or symbols are preferred, to minimize detrimental effects. All

illuminated on-premises and off-premises signs for advertising purposes must be turned off between 11:00 p.m. and sunrise, except that the signs may be illuminated while the business facility on the premises is open for service.

(e) Time controls and motion detectors.

1. Residential. No person may install, construct, erect, maintain, or control any outdoor lighting or outdoor lighting fixture on a residential structure, or on its surrounding premises, which directly illuminates beyond the adjacent residential structure's property line, between sunset and sunrise. Dimmed lights may return to full luminance for no more than 30 seconds if triggered by a motion detector.

2. Non-residential. Lighting on non-residential sites must include time controls. The time controls must dim all outdoor lights by at least 50% of normal illumination levels within one hour of the close of business on the site. The lights must remain dimmed until the business re-opens in the morning or the automatic light sensors switch the light off in the morning. Where a site includes more than one business, the time controls must dim the lights associated with each discrete place of business within the hour of the respective business closing to the public, but common area lighting may remain fully lit until the last onsite business closes. This requirement does not apply to businesses that operate 24-hours a day. Dimmed lights may return to full luminance for no more than 30 seconds if triggered by a motion detector.

Sec. 119-31. Effective date and nonconforming light fixtures.

(a) All new light fixtures must meet the requirements of this section.

(b) Where installation can be verified prior to September 1, 2025, outdoor light fixtures that do not meet the standards of this section are legal, nonconforming light fixtures. Where a legal, nonconforming light fixture causes visible glare to residential uses or motorists on public rights-of-way, the fixtures must be either shielded, redirected, replaced, or removed to eliminate the nuisance.

(c) New uses or structures, or change of use. Whenever there is a new use or structure on a property, or the use on the property is changed, all outdoor light fixtures must be brought into compliance with the requirements of this article.

(d) Resumption of use after abandonment. If a property with a legal, nonconforming light fixture is abandoned for a period of 12 months or more, then all outdoor light fixtures must be brought into compliance with the requirements of this article.

Sec. 119-32. Enforcement; penalty.

(a) It is unlawful for a person to violate the provisions of this article. The provisions of this article will be enforced in accordance with Chapter 8 of this code and through the authority of a special magistrate. Each violation is a separate offense.

(b) When a complaint is investigated by the investigating officer and a determination is made that a violation of this article has occurred without a variance as provided in section 119-28, the investigating officer must issue a written notice of violation under Part II, Chapter 162, Florida Statutes. The notice of violation must include a description of the site where the violation has occurred, the provisions of this article and other applicable laws that have been violated, and the required remedial action or actions to be taken. Such remedial action may include:

1. Modification of the structure or business causing the violation in order to comply with this article;
2. Other actions consistent with the purpose and intent of this article to ameliorate the adverse impacts of the violation; and
3. Administrative and civil penalties.

(c) When a light complaint is received and referred to an investigating officer for investigation and upon personal investigation the investigating officer finds probable cause to believe the owner or operator of the real property at issue is in violation of this article, the investigating officer may issue a written warning to cease and desist the violation.

(d) If the owner or operator of the real property does not take corrective action regarding such a cease and desist warning within a reasonable time, as determined by the investigating officer in his/her discretion, or if the light is abated after the warning and then reoccurs 180 days of the time of abatement, the owner or operator of the real property at issue may be found guilty of a civil infraction, with a maximum penalty in an amount not to exceed \$500.00.

(e) Any person violating this article shall be liable for all costs incurred by the town in connection with enforcing this article, including, without limitation, investigative and court costs.

(f) This article does not restrict the right of any person to proceed under Chapters 60 and 823 of Florida Statutes against any public nuisance.

Sec. 119-33. No liability for reasonable, good-faith trespass by investigating officer.

The investigating officer, any other authorized code enforcement officer, and the town are immune from prosecution, civil or criminal, for reasonable, good-faith trespass upon private property while in the discharge of duties under this article.

Section 3. Severability. If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, all remaining provisions and portions of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

Section 4. Codification. Section 2 of this ordinance is to be codified in the Town of Howey-in-the-Hills Code of Ordinances.

Section 5. Effective Date. This ordinance takes effect immediately upon its enactment.

ORDAINED AND ENACTED this ____ day of _____, 2025, by the Town Council of the Town of Howey-in-the-Hills, Florida.

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA
By: its Town Council

By: _____
Hon. Graham Wells, Mayor

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

John Brock, Town Clerk Thomas J. Wilkes, Town Attorney

First Reading held _____, 2025
Second Reading and Public Hearing held _____, 2025
Advertised _____, 2025, and _____, 2025

Thursday, November 6, 2025 at 3:56:38 PM Eastern Standard Time

Subject: Proposed Sound & Light Ordinance
Date: Wednesday, September 24, 2025 at 4:14:42 PM Eastern Daylight Time
From: Micajah Sturdivant
To: Sean O'Keefe
CC: Cindy Staley, Dominic Buompastore
Attachments: image001.png

Caution: This email originated from outside the organization. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Sean,

I wanted you to be aware of the message that I have sent to each of the City Council members on this proposed ordinance. I am thankful for the manner in which Cindy Staley, CC'd herein, represents our family locally, but wanted to double-down on our concern this ordinance presents to our business as a major player in the Howey community.

I am writing on behalf of MMI Hospitality Group, our family business that has had the privilege of stewarding Mission Resort & Club for the past several years. We acquired the resort from the Beucher family, who cared for this community landmark for nearly 60 years. It is our goal to honor that legacy while continuing to enhance the property for visitors, members, and neighbors alike. We are soon to complete \$10,000,000 of improvements across the resort and would enjoy showing you the enhancements to date.

I want to share our concern with the proposed **Ordinance No. 2025-007**, which would limit golf course maintenance hours to between 7:00 a.m. and 7:00 p.m. on weekdays and Saturdays, and between 9:00 a.m. and 7:00 p.m. on Sundays. While I understand the Town's desire to address noise and light concerns, the ordinance as written would unintentionally create significant and lasting harm to the resort, its team members, and the broader community.

Historic and Economic Importance

- Mission Resort's golf courses have operated **continuously since 1917**, predating the Town itself (incorporated in 1925).
- The resort has welcomed golfers for over 100 years and hotel guests for more than **60 years**, generating tourism, jobs, and tax revenue. (property tax revenue and bed tax revenue)
- The property remains the **economic and cultural anchor** of Howey-in-the-Hills, directly driving land values and tax receipts for both the Town and Lake County.

Operational Realities

- **Golf course maintenance is a seven-day necessity**, critical for safety, playability, and guest/member satisfaction.
- First tee times begin at **sunrise**, and mowing must be completed beforehand. Restricting maintenance to 7:00 a.m. or later (and 9:00 a.m. on Sundays) makes this impossible.
- Out of respect for neighbors, mowing near homes is already scheduled later in our maintenance window to minimize early-morning impact.

Community & Financial Impact

- On Sundays alone, the ordinance would eliminate **80 tee times per week**, equating to **\$350,000 in annual lost Golf revenue** on El Campeón. Note this is golf revenue only, this does not take in consideration overnight stays and ancillary revenues in the restaurant, pro shop and spa.
- Across all days, more than **\$875,000 in annual golf revenue** is at risk. These losses threaten jobs, reduce tax contributions, and undermine the resort's ability to invest in the resort.
- The ordinance would also jeopardize major tournaments we host, including the **NCAA, Florida High School State Championships, and Horizon Conference events**—all of which bring visitors and visibility to Howey-in-the-Hills.

Competitive Disadvantage

- There is **no precedent** for such restrictions at other golf courses in the region. The ordinance would put Mission Resort at a unique and severe disadvantage compared to competitors.

Our Commitment to Neighbors

We recognize that some individual neighbors may wish to influence the resort's operations more directly. With all due respect, we have consistently shown generosity by communicating about unusual situations and adjusting practices when possible. We remain committed to being good neighbors, but the property must be managed in balance with the needs of members, guests, team members, and the broader community.

Request for Partnership

I respectfully urge you to consider the unintended consequences of Ordinance 2025-007 as written. We are committed to working collaboratively with the Town to find solutions that respect residents while also protecting the economic vitality and historic role of Mission Resort & Club. One such solution may be the variance process provided in the ordinance, but ideally, a broader exemption for golf course operations should be considered.

Thank you for your service to the Town and for your willingness to hear our perspective. I would welcome the opportunity to discuss this matter further with you at your convenience.

Sincerely,
Micajah

Micajah P Sturdivant IV

Chief Executive Officer | MMI Hospitality Group

Office: 601-326-8161 *Cell:* 601-664-8611

Address: **We have moved** – 600 Crescent Blvd - Suite A | Ridgeland, MS 39157



Commissioner Kirby Smith
Commissioner, District 3

September 30, 2025

Mayor Graham Wells
Town of Howey-in-the-Hills
101 North Palm Avenue
Howey-in-the-Hills, FL 34737

RE: Proposed Noise Ordinance 2025-007

Dear Mayor Wells:

I am writing as the District 3 County Commissioner which encompasses the Town of Howey-in-the-Hills and in my capacity as the Chair of the Lake County Tourist Development Council to express my opposition to Ordinance No. 2025-007, which, if adopted as proposed, would restrict golf course maintenance hours within the municipal limits. This ordinance, intended to address noise concerns, would impose significant adverse effects on Mission Resort & Club, a vital contributor to the local economy and community.

Economic Impact

Mission Resort & Club is a cornerstone of Lake County's tourism industry, generating substantial Tourist Development Tax revenue. This revenue is crucial for funding local businesses and community projects, thereby enhancing the quality of life for residents of Howey-in-the-Hills and the broader Lake County area. The proposed ordinance threatens to undermine this economic contribution by impairing the resort's ability to maintain its golf courses to the high standards expected by patrons.

Operational Impact

The proposed noise restrictions would effectively prohibit maintenance operations prior to 7:00 a.m.–7:00 p.m. on weekdays and Saturdays, and 9:00 a.m.–7:00 p.m. on Sundays and would severely disrupt the resort's routine operations. Early-morning maintenance is essential to ensure that the golf courses are safe and playable for sunrise tee times, a popular choice among players. The inability to perform necessary maintenance during these early hours would degrade the guest experience, potentially leading to a decline in visitor numbers and, consequently, a reduction in economic activity.

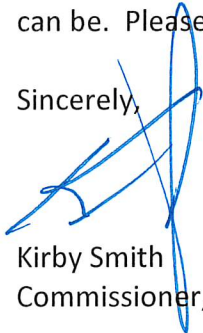
Event Impact

Mission Resort & Club is proud to host major tournaments, including the NCAA and Florida High School Championships. These events attract numerous visitors, along with national television exposure, and provides a significant boost to the local economy through increased spending on accommodations, dining, and other services. The proposed ordinance would jeopardize the resort's ability to host such prestigious events as the events would have to delay participant tee times until maintenance activities were completed, thereby diminishing the economic benefits these events bring to Lake County.

In light of these considerations, I urge the Town to reconsider Ordinance No. 2025-007, or at the very least provide an additional exemption that would allow the resort to conduct its maintenance activities on its current schedule. Supporting Mission Resort & Club is not only in the best interest of the resort but also aligns with the broader economic and community goals of Howey and Lake County. I respectfully request that the Town engage in further dialogue with stakeholders to explore alternative solutions that address noise concerns without compromising the economic vitality of our community.

I look forward to working with the Town of Howey-in-the-Hills to make Lake County the best it can be. Please let me know if you have any questions or need any additional information.

Sincerely,



Kirby Smith
Commissioner, District #3



**GREATER
ORLANDO**
SPORTS COMMISSION

September 29, 2025

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

Dear Mr. O'Keefe:

On behalf of the Greater Orlando Sports Commission, I am writing to express our concern regarding the proposed Ordinance No. 2025-007, which would restrict golf course maintenance hours to between 7:00 a.m. and 7:00 p.m. on weekdays and Saturdays, and between 9:00 a.m. and 7:00 p.m. on Sundays.

While we understand and respect the Town's intent to address noise and lighting concerns, we believe the ordinance as currently written could unintentionally result in significant and lasting harm to Mission Resort + Club, its dedicated team members, and the broader Howey-in-the-Hills community.

Mission Resort + Club, under the stewardship of MMI Hospitality Group, has been a valued partner in our region's sports tourism ecosystem. The resort has recently invested nearly \$10 million in property enhancements, reinforcing its commitment to excellence and its role as a premier destination for athletes, visitors, and residents alike.

Impact on Sports Tourism and Community Visibility

The proposed ordinance would jeopardize the resort's ability to host major golf tournaments, including:

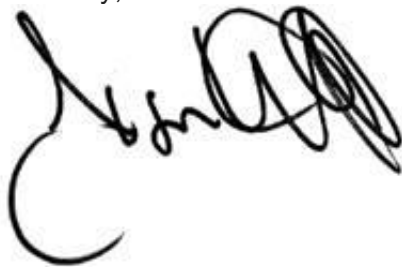
- **Collegiate events** such as the NCAA Division II and III Men's and Women's Championships and the Horizon League Conference Championships;
- **Amateur competitions** like the Florida High School State Championships;
- **Professional tournaments** including stops on the EPSON Tour.

These events not only bring national visibility to Howey-in-the-Hills but also generate substantial economic impact through tourism, hospitality, and local business engagement.

We respectfully urge the Town to reconsider the ordinance or explore alternative solutions that balance community concerns with the operational needs of a vital regional sports venue.

We would welcome the opportunity to visit Mission Resort + Club and see the recent improvements firsthand, and we remain committed to supporting initiatives that enhance the quality of life and economic vitality of our region.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Siegel', with a large, stylized flourish at the end.

Jason Siegel
President & CEO
Greater Orlando Sports Commission

Christina Epperson | Christina.Epperson@gray-robinson.com | D 407.204.3118
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

MEMORANDUM

TO: Town Council
FROM: GrayRobinson, P.A.
DATE: October 27, 2025
SUBJECT: Ordinance 2025-008 – Inspections and Repairs for Condos and Coop Buildings

During the 2025 session, the Florida Legislature adopted revisions to Section 553.899 of the Florida Statutes – “mandatory structural inspections for condominium and cooperative buildings.” The revisions require that local governments establish procedures for the repair and milestone inspections of condominiums and cooperative buildings to ensure structural integrity.

Although not included in the ordinance, the revisions require local enforcement agencies to submit annual reports to the Department of Business and Professional Regulation relating to associations’ compliance with milestone inspection requirements.

ORDINANCE NO. 2025-008

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO STRUCTURAL INSPECTIONS AND REPAIRS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; PROVIDING FINDINGS; CREATING NEW CHAPTER 65 OF THE CODE OF ORDINANCES; REQUIRING MILESTONE INSPECTIONS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; REQUIRING INSPECTION REPORTS; SPECIFYING TIMEFRAMES FOR REPAIRS TO BE SCHEDULED AND COMMENCED; REQUIRING THE BUILDING OFFICIAL TO SUBMIT REPAIR AND INSPECTION INFORMATION TO THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

(1) The Florida Legislature amended Section 553.899, Florida Statutes, through session law Chapter 2025-175. The amendments require municipalities to enact ordinances related to repairs and milestone inspections of condominiums and cooperative buildings.

(2) The Town Council determines that the proposed amendments to the Code of Ordinances set forth in Section 2 of this ordinance are consistent with the amendments to Section 553.899, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town’s Code of Ordinances contained in Section 2 of this ordinance.

Section 2. Amendments to the Town’s Code of Ordinances. Chapter 65 of the Code of Ordinances is created as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

CHAPTER 65. – CONDOMINIUMS & COOPERATIVE BUILDINGS

Sec. 65-1. – Definitions.

(a) “Condominium” means a building or complex of buildings containing a number of individually owned units, the owners of which have an undivided share in the common elements (e.g., all portions of the property not within the units).

(b) “Cooperative building” means a building owned by a cooperative association, wherein the legal title is vested in the corporation and the individual residents own shares in the building, which shares grant them a proprietary lease to occupy a specific unit. Residents

collectively manage and share the costs of maintenance, taxes, and other expenses through periodic fees, while the cooperative association oversees such management through a board of directors elected by the individual residents.

- (c) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in F.S. 627.706, by an architect licensed under chapter 481, F.S., or engineer licensed under chapter 471, F.S., authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.
- (d) “Substantial structural deterioration” means substantial structural distress or substantial structural weakness that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

Sec. 65-2. – Required inspections.

- (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, F.S., or a residential cooperative under chapter 719, F.S., must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.
- (b) The Town may determine that local circumstances, such as the proximity to salt water, require milestone inspections to be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.
- (c) The Town may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of 553.899, F.S. Notwithstanding when such inspection was completed, the condominium or

cooperative association must comply with the unit owner notice requirements in section 65-3. The inspection report accepted by the Building Official under this subsection is deemed a milestone inspection for the applicable requirements in chapters 718 and 719, F.S. If a previous inspection and report is accepted by the Building Official under this subsection, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

- (d) The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association.

Sec. 65-3. – Notice.

Upon determining that a building must have a milestone inspection, the Building Official must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the Town and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

Sec. 65-4. – Milestone inspection phases.

- (a) Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under section 65-3. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the Town.
- (b) A milestone inspection consists of two phases:
1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state must perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph 2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to section 65-5.

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2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to section 65-5.

155 **Sec. 65-5. – Inspector's report.**

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- (a) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:
 1. Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
 2. Indicate the manner and type of inspection forming the basis for the inspection report.
 3. Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
 4. State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
 5. Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
 6. Identify and describe any items requiring further inspection.

- (b) Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, F.S., as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.
- (c) Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to the Building Official, regardless of the findings or recommendations in the report, by United States mail or personal delivery.

Sec. 65-6. – Required repairs.

- (a) Any condominium or cooperative association and any other owner subject to section 553.899, F.S., must schedule repairs for substantial structural deterioration within 6 months after the Building Official receives a phase two inspection report.
- (b) Repairs for substantial structural deterioration must commence within 1 year after the Building Official receives a phase two inspection report.

Sec. 65-7. – Proof of scheduling and commencement required.

- (a) An owner of the condominium or cooperative building must submit proof satisfactory to the Building Official that repairs have been scheduled for a substantial structural deterioration identified in a phase two inspection report within 6 months of the Building Official's receipt of the report.
- (b) An owner of the condominium or cooperative building must submit proof to the Building Official that repairs have commenced for a substantial structural deterioration identified in a phase two inspection report within 1 year of the Building Official's receipt of the report.
- (c) If an owner fails to submit proof of scheduling or commencement, the Building Official must review, investigate, and determine if the building is unsafe for human occupancy.

Sec 65-8. – Milestone Inspection reporting.

Annually, on or before December 31, the Building Official must provide the Department of Business and Professional Regulation with the following information, in the department's

designated electronic format:

- (a) The number of buildings required to have a milestone inspection within the agency's jurisdiction.
- (b) The number of buildings for which a phase one milestone inspection has been completed.
- (c) The numbers of buildings granted a good cause extension pursuant to 553.899, F.S.
- (d) The number of buildings required to have a phase two milestone inspection.
- (e) The number of buildings for which a phase two milestone inspection has been completed.
- (f) The number, type, and value of permit applications received to complete repairs required by a phase two milestone inspection.
- (g) A list of buildings deemed to be unsafe or uninhabitable as determined by a milestone inspection.
- (h) The license number of the building code administrator responsible for milestone inspections for the Town.

Section 3. Codification. The amendments in Section 2 of this Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Howey-in-the-Hills.

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

Section 5. Effective Date. This ordinance takes effect immediately upon enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Howey-in-the-Hills on the ____ day of _____, 2025.

Town of Howey-in-the-Hills, Florida
By: Town Council

By: _____
Graham Wells, Mayor

Attest:

276 _____
277 John Brock
278 Town Clerk
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280 First Reading:
281 Advertised:
282 Second Reading:
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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-008

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO STRUCTURAL INSPECTIONS AND REPAIRS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; PROVIDING FINDINGS; CREATING NEW CHAPTER 65 OF THE CODE OF ORDINANCES; REQUIRING MILESTONE INSPECTIONS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; REQUIRING INSPECTION REPORTS; SPECIFYING TIMEFRAMES FOR REPAIRS TO BE SCHEDULED AND COMMENCED; REQUIRING THE BUILDING OFFICIAL TO SUBMIT REPAIR AND INSPECTION INFORMATION TO THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The Ordinance requires milestone inspections, reports, and repairs of condos and coop building to ensure the structural integrity of such buildings, thereby ensuring the safety of the inhabitants.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

None.

Christina Epperson | Christina.Epperson@gray-robinson.com | D 407.204.3118
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

MEMORANDUM

TO: Town Council
FROM: GrayRobinson, P.A.
DATE: October 27, 2025
SUBJECT: Ordinance 2025-010 – Fire Alarm and Sprinkler Permitting Process

During the 2025 session, the Florida Legislature adopted revisions to Section 553.7932 of the Florida Statutes – “simplified permitting processes.” The revisions require that local governments implement a simplified permitting and inspection process with specific deadlines for fire alarm system and fire sprinkler system projects. The process allows contractors to begin work immediately upon submitting a completed application for a permit.

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO FIRE SAFETY; PROVIDING FINDINGS; CREATING NEW CHAPTER 91 OF THE CODE OF ORDINANCES; ENACTING A SIMPLIFIED PERMITTING AND INSPECTION PROCESS FOR FIRE ALARM SYSTEM AND FIRE SPRINKLER SYSTEM PROJECTS; REQUIRING CERTAIN DOCUMENT RETENTION BY CONTRACTORS; PROVIDING FOR APPLICATION FEE REFUNDS IN CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

(1) The Florida Legislature amended Section 553.7932, Florida Statutes, through session law Chapter 2025-115. The amendments require municipalities to enact ordinances providing simplified permitting processes for fire alarm system and fire sprinkler systems projects.

(2) The Town Council determines that the proposed amendments to the Code of Ordinances set forth in Section 2 of this ordinance are consistent with the amendments to Section 553.7932, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town's Code of Ordinances contained in Section 2 of this ordinance.

Section 2. Amendments to the Town's Code of Ordinances. Chapter 91 of the Code of Ordinances is created as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

Chapter 91 – FIRE ALARM AND SPRINKLER SYSTEM PERMITTING

Sec. 91-1. – Definitions.

- (a) "Alteration" means to add, install, relocate, replace, or remove.
- (b) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.
- (c) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(d) “Fire alarm system project” means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices; the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building; or the replacement of an existing fire alarm panel using the same make and model as the existing panel.

(e) “Fire sprinkler system project” means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

Sec. 91-2. – Permitting process.

(a) A permit application for alteration of any fire alarm system or fire sprinkler system project must include:

1. Identification and credentials of the contractor;
2. Identification of the applicant, if different from the contractor;
3. Applicant’s mailing address;
4. Address of the property on which the alteration is to take place;
5. The reason for the alteration;
6. An application fee in an amount determined from time to time by the Town council; and
7. Any other documentation required by the local enforcement agency.

(b) A contractor who has submitted a completed application may commence work authorized by a permit immediately after submission of the completed application. An incomplete application does not allow for immediate commencement of work, and any such work will be subject to code violations.

- (c) Within 2 business days of receipt of the completed application, the local enforcement agency must issue a permit in person or electronically.

Sec. 91-3. – Inspection.

- (a) Within three days of an inspection request, the local enforcement agency must inspect the fire alarm system or fire sprinkler system to ensure compliance with applicable codes and standards.
- (b) If a fire alarm system or fire sprinkler system fails inspection, the contractor must take corrective action necessary to pass inspection within the time specified by the local enforcement agency.

Sec. 91-4. – Contractor’s retention obligations.

- (a) For a fire alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector for an onsite plans review at each inspection. If the local enforcement agency determines that it needs additional documents for recording purposes, the contractor must provide such documentation in paper or electronic form to the local enforcement agency within 4 business days after the inspection or 4 days after the documentation is requested, whichever is later. The local enforcement agency may not require additional plans, reviews, or documentation of areas or devices outside the scope of permitted work, as needed on permit applications.
- (b) For a fire sprinkler system project, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection. If the local enforcement agency determines that it needs additional documents for recording purposes, the contractor must provide such documentation in paper or electronic form to the local enforcement agency within 4 business days after the inspection or 4 days after the documentation is requested, whichever is later. The local enforcement agency may not require additional plans, reviews, or documentation of areas or devices outside the scope of permitted work, as needed on permit applications.
- (c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer’s installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

Sec. 91-5. – Application fee refund.

- (a) A failure by the local enforcement agency to meet the deadlines set forth in sections 91-2 and 91-3 will result in a refund of the application fee by 10 percent for each business day that such failure continues, unless

1. The local enforcement agency and the contractor agree in writing to a reasonable extension of time;
2. The delay is caused by the applicant; or
3. The delay is attributable to a force majeure or other extraordinary circumstance.

(b) Each 10-percent refund is based on the original amount of the permit fee.

Section 3. Codification. The amendments in Section 2 of this Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Howey-in-the-Hills.

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

Section 5. Effective Date. This ordinance takes effect immediately upon enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Howey-in-the-Hills on the ____ day of _____, 2025.

Town of Howey-in-the-Hills, Florida
By: Town Council

By: _____
Graham Wells, Mayor

Attest:

John Brock
Town Clerk

First Reading:
Advertised:
Second Reading:

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO FIRE SAFETY; PROVIDING FINDINGS; CREATING NEW CHAPTER 91 OF THE CODE OF ORDINANCES; ENACTING A SIMPLIFIED PERMITTING AND INSPECTION PROCESS FOR FIRE ALARM SYSTEM AND FIRE SPRINKLER SYSTEM PROJECTS; REQUIRING CERTAIN DOCUMENT RETENTION BY CONTRACTORS; PROVIDING FOR APPLICATION FEE REFUNDS IN CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

(1) The Florida Legislature amended Section 553.7932, Florida Statutes, through session law Chapter 2025-115. The amendments require municipalities to enact ordinances providing simplified permitting processes for fire alarm system and fire sprinkler systems projects.

(2) The Town Council determines that the proposed amendments to the Code of Ordinances set forth in Section 2 of this ordinance are consistent with the amendments to Section 553.7932, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town’s Code of Ordinances contained in Section 2 of this ordinance.

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Chapter 91 – FIRE ALARM AND SPRINKLER SYSTEM PERMITTING

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- (c) “Contractor” means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(d) “Fire alarm system project” means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices; the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building; or the replacement of an existing fire alarm panel using the same make and model as the existing panel.

(e) “Fire sprinkler system project” means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

Sec. 91-2. – Permitting process.

(a) A permit application for alteration of any fire alarm system or fire sprinkler system project must include:

1. Identification and credentials of the contractor;
2. Identification of the applicant, if different from the contractor;
3. Applicant’s mailing address;
4. Address of the property on which the alteration is to take place;
5. The reason for the alteration;
6. An application fee in an amount determined from time to time by the Town council; and
7. Any other documentation required by the ~~Building Official~~local enforcement agency.

(b) A contractor who has submitted a completed application may commence work authorized by a permit immediately after submission of the completed application. An incomplete application does not allow for immediate commencement of work, and any such work

will be subject to code violations.

- (c) Within 2 business days of receipt of the completed application, the ~~Building Official~~local enforcement agency must issue a permit in person or electronically.

Sec. 91-3. – Inspection.

- (a) Within three days of an inspection request, the ~~Building Official~~local enforcement agency must inspect the fire alarm system or fire sprinkler system to ensure compliance with applicable codes and standards.
- (b) If a fire alarm system or fire sprinkler system fails inspection, the contractor must take corrective action necessary to pass inspection within the time specified by the ~~Building Official~~local enforcement agency.

Sec. 91-4. – Contractor’s retention obligations.

- (a) For a fire alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector for an onsite plans review at each inspection. If the ~~Building Official~~local enforcement agency determines that it needs additional documents for recording purposes, the contractor must provide such documentation in paper or electronic form to the ~~Building Official~~local enforcement agency within 4 business days after the inspection or 4 days after the documentation is requested, whichever is later. The ~~Building Official~~local enforcement agency may not require additional plans, reviews, or documentation of areas or devices outside the scope of permitted work, as needed on permit applications.
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Sec. 91-5. – Application fee refund.

(a) A failure by the ~~Building Official~~local enforcement agency to meet the deadlines set forth in sections 91-2 and 91-3 will result in a refund of the application fee by 10 percent for each business day that such failure continues, unless

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2. The delay is caused by the applicant; or
3. The delay is attributable to a force majeure or other extraordinary circumstance.

(b) Each 10-percent refund is based on the original amount of the permit fee.

Section 3. Codification. The amendments in Section 2 of this Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Howey-in-the-Hills.

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

Section 5. Effective Date. This ordinance takes effect immediately upon enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Howey-in-the-Hills on the ____ day of _____, 2025.

Town of Howey-in-the-Hills, Florida
By: Town Council

By: _____
Graham Wells, Mayor

Attest:

John Brock
Town Clerk

First Reading:
Advertised:
Second Reading:

182

183

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 10/28/2025 3:18:57 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanager.com/ACTIVE/64830741/2	
Modified DMS: iw://cloudimanager.com/ACTIVE/64830741/3	
Changes:	
<u>Add</u>	15
Delete	15
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	30

ORDINANCE NO. 2025-010

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

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3. The delay is attributable to a force majeure or other extraordinary circumstance.

(b) Each 10-percent refund is based on the original amount of the permit fee.

Section 3. Codification. The amendments in Section 2 of this Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Howey-in-the-Hills.

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

Section 5. Effective Date. This ordinance takes effect immediately upon enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Howey-in-the-Hills on the ____ day of _____, 2025.

Town of Howey-in-the-Hills, Florida
By: Town Council

By: _____
Graham Wells, Mayor

Attest:

John Brock
Town Clerk

First Reading:
Advertised:
Second Reading:

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-010

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO FIRE SAFETY; PROVIDING FINDINGS; CREATING NEW CHAPTER 91 OF THE CODE OF ORDINANCES; ENACTING A SIMPLIFIED PERMITTING AND INSPECTION PROCESS FOR FIRE ALARM SYSTEM AND FIRE SPRINKLER SYSTEM PROJECTS; REQUIRING CERTAIN DOCUMENT RETENTION BY CONTRACTORS; PROVIDING FOR APPLICATION FEE REFUNDS IN CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

¹ See Section 166.041(4)(c), Florida Statutes.

- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The Ordinance provides a simplified permitting and inspection process for fire alarm system and fire sprinkler systems projects to ensure that these projects are approved quickly and providing the protection they are intended to.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

None.



Date: November 10, 2025
To: Mayor and Town Council
From: Sean O’Keefe, Town Manager
Re: Consideration and Approval: **GFL Contract**

Objective:

To amend the 2022 GFL sanitation contract to clarify ambiguous and non-specific items.

Summary:

The Town of Howey-in-the-Hills entered into a new agreement with GFL as of Oct. 1, 2022. In that time, a few items requiring contractual clarification have been identified, namely:

- Confirmation of the current level of service of twice per week trash collection and once per week recycling.
- Confirmation of the additional costs for bulk pickup/“white goods” (large appliances), with a \$20 fee assessed per cubic yard which is billed and collected by GFL.
- Specification regarding additional monthly fees for picking up additional residential cans beyond the base set of a single residential garbage cart (96-gallon) and single recycling cart (65-gallon) per single family residence. Section 5.1 of the contract references the “One (1) 96-gallon cart for residential refuse and One (1) 65-gallon recycling cart,” but the agreement does not specifically address any recurring costs in a situation where a single residence would like to utilize multiple sets of carts.

In clarifying this last point with GFL, they have clearly stated that they would **not** be willing to absorb the collection of the extra sets without monthly compensation.

Fiscal Impact:

With 11 residential customers currently having extra sets, the estimated annual net Town revenue from secondary cart collection is \$588.72.

Staff Recommendation:

Staff recommends that council provide direction to the Town Attorney and Town Manager for next steps regarding the amendment.

**FIRST AMENDMENT
to the
TOWN OF HOWEY-IN-THE-HILLS
SOLID WASTE FRANCHISE AGREEMENT**

This **First Amendment** is entered into as of , 2025, between the town of Howey-in-the-Hills, a Florida Municipal Corporation (the “Town”) and GFL Solid Waste, LLC (“GFL”) and amends the Solid Waste Franchise Agreement (the “Agreement”) entered into between the parties on June 10, 2022.

1. **Purpose of this First Amendment.** This Amendment clarifies (i) that the flat uniform residential collection rate applies to the collection of residential trash for each single-family home, regardless of the number of refuse Carts provided or in use at the property by a resident, (ii) residential trash collection is twice a week, and (iii) that the amount paid for GFL’s removal of white goods and bulk items is based on a per cubic yard fee, and is not included in the flat residential rate.

2. **Amendment to the Agreement.** Section 5.1 of the Agreement is hereby amended and restated in its entirety to read as follows with the addition of the double-underlined language:

5.1 Duties. For Automated Collection Service, each single family home is required to have One (1) 96-gallon cart for residential refuse and One (1) 65-gallon recycling Cart. The garbage and recycling cart will be provided to each residential single family dwelling or designated multi-family dwelling and will remain the property of the Contractor. The Contractor shall collect and dispose of the residential household garbage twice (2) per week from all single family homes, multi-family dwelling units receiving curbside residential collection service and mobile homes in the service area of the Town. All residential household garbage must be contained within the 96-gallon cart. The flat uniform residential collection rate applies per single-family home regardless of the number of refuse Carts assigned to or utilized by the resident. Recyclables collection will be collected once (1) per week, and the recyclable materials shall be placed in Contractor-provided recycling cart. All yard trash shall be placed in a container, tied or bundled and properly prepared and shall be limited to a maximum of four (4) cubic yards or ten (10) bags per week. Yard trash will be collected once (1) per week. For bulk collections, Contractor shall collect and dispose of bulk residential waste and white goods as scheduled by the resident. Residents will be charged a per cubic yard fee by the Contractor for all bulk or white good items.

3. **Clarification that residential collection is 2x a week.** As specified in Section 5.1 of the Agreement, GFL “shall collect and dispose of the residential household garbage twice (2) per week from all single family homes, multi-family dwelling units receiving curbside residential collection service and mobile homes in the service area of the Town.” Inconsistent language in the pricing schedule/matrix or in any other part of the Agreement which provides that weekly residential cart service is 1X/WK or any less than twice per week is null and void.

4. **Clarification regarding white goods and bulk items.** As specified in Section 5.1 of the Agreement, Residents will be charged a per cubic yard fee by the Contractor for all bulk or white good items.

Inconsistent language in the pricing schedule/matrix or in any other part of the Agreement which provides that white goods and bulk items are “Included in Price” is null and void.

5. **Conflicts.** In the event of any inconsistency or conflict between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall supersede and control to the extent of such inconsistency.
6. **Ratification Clause.** Except as expressly modified by this First Amendment, all terms, covenants, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties. The parties reaffirm their respective obligations under the agreement and acknowledge that the Agreement remains a valid and binding agreement enforceable in accordance with its terms.

Duly authorized officials of the parties are executing this First Amendment as of the date in the introductory paragraph above.

Town of Howey-in-the-Hills By: _____ Sean O’Keefe, Town Manager	GFL Solid Waste Southeast, LLC By: _____ Print Name _____ Title _____
Attest: By: _____ John Brock, Town Clerk	



October 24, 2025

Town of Howey in the Hills
Attn: Town Administrator
101 North Palm Avenue
Howey in the Hills, FL 34737

Re: Solid Waste Franchise Agreement dated June 10, 2022 (the "Agreement") between the Town of Howey in the Hills ("Town") and GFL Solid Waste Southeast LLC ("Contractor")

Dear Town Administrator:

Reference is made to the above referenced Agreement. We were asked to confirm the scope of services for residential refuse collection pursuant to the Agreement. In accordance with Section 5.1 of the Agreement, each single-family home is provided one 96-gallon cart for residential refuse wherein all residential household garbage must be contained within the Contractor provided 96-gallon cart. Moreover, in accordance with the pricing and services described in Exhibit A of the Agreement residential clean ups and large collections are subject to an additional charge.

Sincerely,

A handwritten signature in black ink that reads "Melissa Bachhuber".

Melissa Bachhuber
VP- US Legal
Telephone: (352) 317-0679
Email: mbachhuber@gflenv.com

**TOWN OF HOWEY IN THE HILLS
SOLID WASTE FRANCHISE AGREEMENT**

This Agreement made and entered into on the 10th day of June, 2022, by and between The Town of Howey in the Hills, a Florida town corporation, of 101 North Palm Ave. Howey in the Hills, FL 34737, hereinafter referred to as "Town", and "GFL" or GFL Solid Waste Southeast, LLC., of 321 Southridge Industrial Way, Tavares, FL 34778, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Town is desirous of securing the services of the Contractor to operate a waste hauling service for the Town; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the Town; and

WHEREAS, after accepting competitive bids for Residential and Commercial Collection and Disposal of Solid Waste, Yard Trash, and Recycling, the Town has selected Contractor as the best bid.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than 1 October, 2022.

Section 2. TERM

The initial term of the Agreement shall be for a period of Seven (7) years, beginning October 1st, 2022 and terminating September 30th, 2029. This Agreement may be extended on a Three (3) year basis, commencing with the expiration of the initial term based on successful negotiations of the rates between the Town and the Contractor. Negotiations for extension shall commence at least nine (9) months before expiration of the initial term and shall be concluded 180 days prior to the expiration of the initial term. At that time, the Town shall notify the Contractor in writing of its desire with regard to extension of the contract. Any such written notice shall be served via certified or registered mail with return receipt requested.

Section 3. DEFINITION OF TERMS

- 3.1 Authorized Representative. Any representative of the Town designated as the Town's Authorized Agent for the purpose of this contract either in a provision of the specifications or in written communications from the Town Clerk to the Contractor.
- 3.2 Automated Collection Service. Shall mean the collection of Refuse from residential customers and businesses receiving residential-type collection by means of a Cart into which all waste shall be placed, and where such Cart is designed to be, via a mechanical arm connected to the collection vehicle, attached to by the arm, then lifted, emptied and returned to the ground solely by mechanical means.
- 3.3 Biohazardous Waste. Shall mean any solid waste or liquid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to

humans and animals, or as otherwise defined as biohazardous pursuant to Chapter 17-7, F.A.C.

- 3.4 Bulk Residential Waste. Shall mean Yard Trash, Mattresses, Furniture, Rubbish, White Goods and other waste materials other than Garbage, and excluding Construction and Demolition Debris (except for minor amounts of household remodeling waste), Infectious Waste, Biohazardous Waste or Hazardous Waste all of which are excluded from the collection services hereunder, generated by a residential customer at a residential premises, with weights or volumes greater than those allowed for Carts.
- 3.5 Carts. Shall mean automated Carts. Residential Refuse collection service or residential-style commercial collection shall utilize a cart ("Cart"), located on public right-of-way and/or property, which is a Contractor-provided container that is made with heavy-duty hard plastic or other impervious material, mounted on two wheels, equipped with a tight-fitting hinged lid, ninety-six (96) gallons in rated capacity, and designed or intended to be used for automated or residential collection service for Refuse.
- 3.6 Clean Debris. Shall mean any solid waste or liquid waste which is virtually inert and which is not a pollution threat to groundwater and surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes contaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other waste designated by the Town.
- 3.7 Commercial Service. Shall herein refer to the service provided to business establishments, churches, schools, Multiple Dwelling Units, (unless the Multiple Dwelling Units receive residential collection service), office buildings, industrial facilities and other commercial establishments.
- 3.8 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.
- 3.9 Construction and Demolition Debris. Shall mean materials defined as such from time to time debris that is relative to the types of materials used in the construction and/or generated caused by the demolition of a residential or commercial construction site or by demolitions of these types of facilities.
- 3.10 Containers. Shall mean those containers located on public right-of-way and/or property.
- 3.11 Curbside. Shall herein refer to the designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. The designated location shall be within five (5) feet of the traveled streets, roads, or alleys or as otherwise needed to accommodate the automated collection equipment.
- 3.12 Department. Shall mean the Florida Department of Environmental Regulation.
- 3.13 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the disposal facility used by the Contractor for disposal of the Refuse collected by the Contractor.
- 3.14 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, excluding recyclable containers,

utilized in normal household use, which due to their ability to retain water, may serve as a breeding place for mosquitoes and other insects.

- 3.15 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the Town and Contractor.
- 3.16 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches. For the purposes of this Agreement, Garden and Yard Trash shall not exceed five (5) feet in length or forty (40) pounds in weight.
- 3.17 Hazardous Waste. Shall mean solid waste, or combination of solid waste, which because of its quantity, concentration or physical, chemical or infection characteristics may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes, but is not limited to waste:
- that is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 6901, et seq. as amended and the regulations promulgated thereunder; or
- that contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq, as amended and the regulations promulgated thereunder; or
- that contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Florida Administrative Code Section 17-7.020(24) and regulations promulgated thereunder; or that contains a radioactive material the storage or disposal of which is subject to state or federal regulation.
- 3.18 Household Trash. Shall herein refer to accumulation of paper, magazines, packaging, containers, sweepings, and all other accumulations or nature of other garbage or lawn trash, which are usual to housekeeping. Special Waste, furniture, White Goods, and construction material is not Household Trash.
- 3.19 Illegal Dumps. Shall mean those piles of solid waste, special waste, trash and/or yard trash illegally disposed of on public right-of-ways and property within the limits of the Town of Howey in the Hills.
- 3.20 Industrial Waste. Shall mean wastes created as a byproduct or discard from manufacturing and industrial operations that by the nature of the wastes, such as composition, weight, or volume, would require special handling or special equipment to accommodate collection and disposal.
- 3.21 Infectious Waste. Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 3.22 Landfill. Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by Chapter 403.707, Florida Statutes, that receives

solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

- 3.23 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.
- 3.24 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which are serviced by mechanical Container(s).
- 3.25 Recyclables. Shall mean those items that are approved and designated by the Contractor or the Town as residential recyclable items. These items are: newspapers, plastic bottles and containers, aluminum cans, magazines, corrugated cardboard, etc.
- 3.26 Refuse. Shall mean Garbage, Commercial Trash and Household Trash, and Garden and Yard Trash. Hazardous Waste, Biohazardous Waste Infectious Waste and Recycled Material are excluded.
- 3.27 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.
- 3.28 Rubbish. Shall mean waste material other than Garbage, which is usually attendant to domestic households, housekeeping, operation of stores, offices and other commercial establishments. This shall include, but is not limited to, paper, magazines, packaging, containers, rags excelsior, and other packing material, bottles and cans, excluding recyclable materials.
- 3.29 Service Area. Shall mean the area inside the Town.
- 3.30 Solid Waste. Includes refuse, yard trash, clean debris, white goods, special waste, ashes, sludge, refuse or other discarded material from residential locations.
- 3.31 Special Services. Shall mean any collection or disposal service provided which exceeds the uniform level of service provided under residential and commercial service systems and for which a special charge is applied.
- 3.32 Special Waste. Shall mean solid wastes that can require special handling and management, including, but not limited to, asbestos, white goods, whole tires, used tires, used oil, mattresses, furniture, lead-acid batteries, and biological wastes.
- 3.33 Trash. Shall mean all movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house and/or apartment.
- 3.34 Yard Trash. Shall mean vegetative matter resulting from landscaping maintenance and land clearing operations including accumulation of lawn, grass, shrubbery cuttings or clippings, and dry leaf raking, palm fronds, small tree branches (which shall not exceed five (5) feet in length and five (5) inches in diameter), bushes or shrubs, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or non-containerized material not susceptible to normal loading and collection in loader package type sanitation equipment used for regular collections from domestic households. All yard trash shall be containerized with exceptions of small tree limbs. However, Yard Trash placed in approved receptacles may be bagged using paper products bags.

Section 4. GRANT OF RIGHT: GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide Garbage, Household Trash, residential recyclables collection, and Commercial Trash collection services within the Service Area, together with any other service contained in the bid documents and Contractor's successful bid. The Contractor's successful bid and Bid Package are attached hereto and incorporated herein, and except where they conflict with this Agreement, may reflect additional obligations of the parties. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection service and residential recyclables collection in the Service Area in accordance with the terms of this Agreement, the Contractor's successful bid and the Bid Package. In consideration for the grant of this Franchise, Contractor shall pay to the Town a fee equal to ten percent (10%) of the fees and charges actually collected by the Contractor for the commercial collection services for each month rendered hereunder (the "Franchise Fee"). The Contractor shall pay the Franchise Fees actually collected by the Contractor to the Town on or before the 15th day of each month.

Section 5. RESIDENTIAL COLLECTION SERVICE

- 5.1 Duties. For Automated Collection Service, each single family home is required to have One (1) 96-gallon cart for residential refuse and One (1) 65-gallon recycling Cart. The garbage and recycling cart will be provided to each residential single family dwelling or designated multi-family dwelling and will remain the property of the Contractor. The Contractor shall collect and dispose of the residential household garbage twice (2) per week from all single family homes, multi-family dwelling units receiving curbside residential collection service and mobile homes in the service area of the Town. All residential household garbage must be contained within the 96-gallon cart. Recyclables collection will be collected once (1) per week, and the recyclable materials shall be placed in Contractor-provided recycling cart. All yard trash shall be placed in a container, tied or bundled and properly prepared and shall be limited to a maximum of four (4) cubic yards or ten (10) bags per week. Yard trash will be collected once (1) per week. For bulk collections, Contractor shall collect and dispose of bulk residential waste and white goods as scheduled by the resident. Residents will be charged a per cubic yard fee by the Contractor for all bulk or white good items.
- 5.2 Point of Pickup for Residential Refuse. Collection of residential Refuse and recyclables shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle by 6:00 a.m. of the designated collection day. Carts shall be set out as directed by the Town the Contractor so that the mechanical arm has access to the Cart. For Carts, the customer should place the Carts such that the collection vehicle and its automated arm have access to the Cart, including that the correct side of the Cart is facing the street. Customers with questions may contact the Town's Authorized Representative or the Contractor. If the customer and Contractor cannot agree upon an appropriate location for a Cart, the Town shall mediate the dispute and designate the location where collection shall occur.
- 5.3 Provision of Carts; Ownership; Repair; Replacement. Contractor, at its cost, shall purchase and deliver original Carts (one (1) Refuse Cart and one (1) Recycling cart to all single-family homes, Multiple Dwelling Units receiving curbside residential collection service and commercial collection customer locations receiving residential-type (formerly "hand rear load") collection service. If occupancy of a dwelling changes; Contractor shall deliver, at its cost, additional

Carts to the new account holder, if necessary. Such Carts are the property of the Contractor, and shall be treated accordingly by the Customer. Contractor shall retain ownership of the Carts, including all Replacement Carts or repaired Carts, for the term of this Agreement, as well as for the term of any renewal(s) or extension(s), and beyond. Upon expiration of this Agreement, including any extension(s) or renewal(s), or its termination for any reason including during any renewal(s) or extension(s), Contractor shall have the right to immediately collect all Carts from all units. Contractor shall make minor repairs to Carts, such as wheel and lid replacement, at its cost (normal wear and tear repairs). When a residential customer desires to purchase an Additional Cart, or where a Cart has been damaged by Customer negligence and the customer must replace it (a Replacement Cart), the customer shall be required to purchase such Carts from the Town at the Customer's cost. The Town shall obtain all such Carts from Contractor. A Replacement or repaired Cart is and remains the property of the Contractor in the same manner as described above for the original Carts. Additional Cart(s) purchased by the customer are the property of the customer. Contractor shall replace one stolen Refuse Cart per customer during the term of this Agreement. Contractor shall repair or replace Carts it damages.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected at any time and will be available one (1) time per week for individual containers to prevent containers from becoming overloaded. Frequency of dumpster pick-ups shall be as contracted for by the owner of the commercial business.

6.3 Point of Pickup for Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Special Waste, Hazardous Waste, Industrial Waste, Biohazardous Waste, commercially-generated recyclables, and Construction and Demolition Debris are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

6.6 Services to Town. Notwithstanding any provision contained herein to the contrary, the Contractor agrees to provide the Town with the following service, at no cost or expense to the Town:

a). One handicapped Port – o – Potty year round at the Town's park, and no more than three standard port – o – potties at the Town's annual Christmas Event.

b). Dumpsters in sizes to be mutually agreed upon between the parties at all Town owned and operated facilities, including but not limited to: Town Hall, Town Parks and Recreational Facilities, Fire Stations, Public Works Facilities, and the removal and disposal of all solid waste contained therein.

c). Temporary dumpsters in a size to be mutually agreed upon between the parties for all Town sponsored events which are open to the general public. Contractor shall promptly remove and dispose of all solid waste contained therein following each such Town sponsored event. The services discussed in section 6.6, are provided to the Town at no cost or expense but as further consideration for the grant of the Franchise and the execution of this Agreement by the Town.

Section 7. INDUSTRIAL COLLECTION.

No Municipal Industrial Waste Collection Provided. The Contractor shall provide no industrial waste collection for the Town of Howey in the Hills. Persons and businesses generating industrial waste shall be required to dispose of same in a lawful manner by utilizing a licensed, qualified private service provider.

Section 8. SCHEDULES AND ROUTES

8.1 Schedules. Contractor shall provide the Town with schedules for all residential collection routes.

8.2 Holidays. Contractor will not provide service on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas or other holiday that coincides with the Lake County Contract. If the regular collection day falls on any of the aforementioned holidays, the Contractor shall collect the Refuse on the next day other than a Sunday for the subject route.

Section 9. CONTRACTOR'S OFFICE

The Contractor shall provide at its expense, a suitable office located in the vicinity of the Service Area with telephone service (a local number for Town residents) where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

Section 10. PAYMENT AND BILLING

10.1 Billing. Contractor shall bill the Town for services provided during the previous month and Town shall pay Contractor within 25 days of receipt of such invoice. The Town shall be responsible for billing all of the Residential and Commercial 96-gallon hand pick customers and Contractor will be responsible for billing all of the FEL Commercial customers. The rates to Town for such service shall be initially as set forth in Exhibit A.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth on Exhibit A, and adjusted as follows: For the annual periods of this Agreement (see below), the Contractor shall adjust rates to reflect the Consumer Price Index ("CPI-U") Water, Sewer and Trash Collection Services (CUSR0000SEHG) as published by the U.S. Department of Labor for the immediate preceding 12-month period, which the Town will not unreasonably deny. No rate increase shall be requested for the period of October 1, 2022, through September 30, 2023. For any subsequent renewal or extension of this Agreement, the rate shall be as negotiated pursuant to Section 2 of this Agreement. The adjustment shall be based on the immediately preceding 12-month period April 1 through March 31. The rates for any subsequent renewal or extension of this Agreement beyond September 30, 2029 shall be as negotiated pursuant to Section 2 of this Agreement.

(b) Change in Law. Beginning October 1, 2016, at any time during the term of this Agreement, or any extension, the Contractor may request an increase to offset the increased costs to Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be

allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.2a.

Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation or other legal entity duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies. The prevailing party shall be entitled to recover all costs associated with an action to enforce this Agreement or for breach of this Agreement, including court costs and reasonable attorney's fees.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance, shall maintain the same in full force and effect, and shall furnish true copies of same to the Town upon request. Contractor shall immediately notify Town of any suspension or termination of such permits and licenses.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide Town with a certificate of insurance evidencing the required coverage and naming the Town as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected without ten (10) days prior written notice to Town.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$1,000,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have Town as

additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy promulgated by the State Florida Insurance Commissioner.

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.5 Excess Umbrella Liability. \$2,000,000.

14.6 Performance Bond. Contractor shall provide Town with an annually renewable performance bond in the amount of One Hundred Thousand Dollars (\$100,000.00) for Residential Services for the faithful performance of this Agreement. Notwithstanding anything elsewhere in the Agreement to the contrary, the liability of the Principal and the Surety under this annually renewable bond is limited to a one (1) year term. Any extensions or renewals of the performance bond must be consented to in writing by the Principal and the Surety. Failure to extend or renew the performance bond by the Principal and the Surety shall not constitute a default under the bond; however, such failure shall not relieve the Contractor from the duty to furnish an adequate replacement bond for the un-expired term of this contract.

Section 15. BOOKS AND RECORDS

Town shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. Town shall maintain such records in a confidential manner to the extent permitted by law.

Section 16. PUBLIC RECORDS

Pursuant to Florida Statute, §119.0701, the parties agree to the following

16.1 During the term of this Agreement, the Contractor shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes is applicable, the Contractor shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service; (2) Provide the public with access to the public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential; (4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the Town, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

16.2 The Contractor shall keep and make available to the Town for inspection and copying, upon written request by the Town all records in the Contractor's possession relating to this Agreement. Any document submitted to the Town may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Contractor's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

16.3 During the term of this Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the Town shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information."

16.4 The Town shall promptly notify the Contractor in writing of any request received by the Town for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the Town, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the Town, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Contractor releases the Town from all claims and damages related to any disclosure of documents by the Town.

16.5 If the Contractor refuses to perform its duties under this section within 14 calendar days of notification by the Town that a demand has been made to disclose the Contractor's Confidential Information, then the Contractor waives its claim that any information is Confidential Information, and releases the Town from claims or damages related to the subsequent disclosure by the Town.

16.6 If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Agreement.

Section 17. NOTICES

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

Notices shall be sent to:

For the Town:

Town of Howey in the Hills
101 North Palm Ave.
Howey in the Hills, Florida 34737

Attn: John Brock, Town Clerk

For the Contractor:

GFL Solid Waste Southeast, LLC
321 Southridge Industrial Way
Tavares, Florida 32778

Attn: Todd Strong, Regional Vice President

Section 18. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida and jurisdiction for any dispute arising under this Agreement shall be in Lake County, Florida.

Attached Exhibits**A – Pricing Schedule**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.



By: _____

John Brock, Town Clerk
(Municipal Seal)

TOWN OF HOWEY IN THE HILLS,

By: _____

Sean O'Keefe, Town Administrator

ATTEST:

GFL Solid Waste Southeast, LLC.

By: _____

Skip McCall, Government Contracts Manager

By: _____

Todd Strong, Regional Vice President

EXHIBIT A

PRICING

MATRIX

TOWN OF HOWEY IN THE HILLS SOLID WASTE SERVICES

Residential Rates -Billed by the Town*

For all Options below the Service Provider is to supply a Garbage and Recycling cart to each Residential Unit that receives service billed by the Town. Yard Waste will be collected in customer provided containers or as specified in the Town's Ordinance.

<u>Services</u>	<u>Frequency</u>	<u>Base Rate (Per Unit)</u>
1. Garbage & Trash	Twice/week	<u>\$19.86</u>
2. Yard Trash	Once/week	<u>\$2.00</u>
3. Recycling	Once/week	<u>\$3.00</u>
4. White Goods, Bulk Items - On Call (Included in Price)		
MONTHLY TOTAL \$		<u>\$24.86</u>

Charge for Residential Clean-ups & Large Collections **\$20.00** per cubic yard

COMMERCIAL PRICE MATRIX

	1X	2X	3X	4X	5X	Extra P/U
2	\$85.53	\$171.06	\$256.59	\$342.12	\$427.65	\$45.00
4	\$107.73	\$215.47	\$323.20	\$430.93	\$538.66	\$60.00
6	\$129.93	\$259.87	\$389.80	\$519.74	\$649.67	\$75.00
8	\$152.14	\$304.27	\$456.41	\$608.55	\$760.69	\$95.00

Commercial Hand	1 cart	2 carts	3 carts	4 carts	Extra P/U
2x per week - 96 Gallon	\$29.00	\$58.00	\$87.00	\$116.00	\$30.00

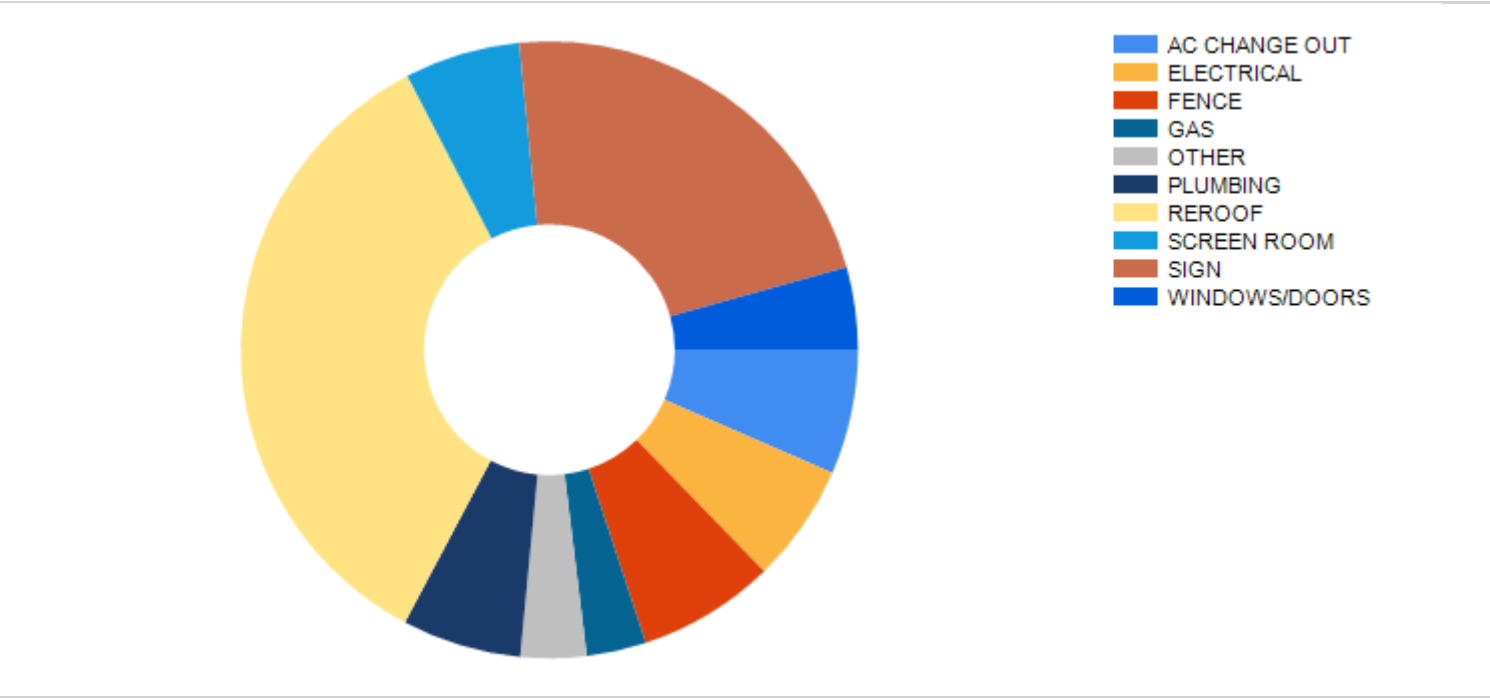
- A. All rates include collection and disposal fees at approved facilities.
- B. Compactor rates will be negotiated between the customer and service provider.
- C. Contractor will be responsible for collecting and billing residents for bulk items.
Mandatory bulk collection is not required within this contract.

Permit Report - October 2025

Permit Date
10/01/2025 to 10/31/2025

Description	Fees	Project Cost	Permits
AC CHANGE OUT	\$490.32	16,300.00	2
ELECTRICAL	\$466.45	3,085.00	2
FENCE	\$540.00	18,573.00	4
GAS	\$234.53	2,165.00	1
OTHER	\$258.96	1,911.00	1
PLUMBING	\$468.48	4,000.00	2
REROOF	\$2,599.47	97,135.00	5
SCREEN ROOM	\$454.01	9,975.00	1
SIGN	\$1,670.58	60,285.00	1
WINDOWS/DOORS	\$323.37	7,500.00	1
Total	\$7,506.17	220,929.00	20

Fees Breakdown



Utility Report - October 2025

10/02/2025 to 10/31/2025

Receivables					
Account	Last Payment Amount	Last Payment Date	Comments	Current Balance	Past Due Amount
0285-00	\$310.31	8/2/23	Disconnected for non-payment. Water meter is locked. House is empty. Liened . Estate - owner deceased.	\$1,603.55	\$1,546.04
0310-00	\$100.00	8/27/24	Disconnected for non-payment. Water meter is locked. Home is empty Liened . Estate - owner deceased.	\$1,285.46	\$1,227.95
0541-00	\$50.00	7/2/256	Disconnected for non-payment. Partial payments being made. Water meter is locked. House is empty. Liened . Estate - owner deceased.	\$913.80	\$856.29
1492-00	\$108.08	8/28/25	Disconnected for non-payment.	\$253.05	\$157.19
0388-00	97.81	9/16/25	Disconnected for non-payment - will lien if payment is not received - Home is empty. Intent to Lien letter mailed 10/27/25	\$258.95	111.20
0749-00	41.00	9/22/25	Disconnected for non-payment.	\$175.33	81.46
1190-00	120.00	9/17/25	Working with resident	257.30	70.89
Disconnections: 24 NSF Payments: 12 Past Due Accts: 208			WATER ACCOUNT BY TYPE		
			COMMERCIAL	29	
			COMMERCIAL & HOA IRRIGATION	25	
			COMMERCIAL RENTER	7	
			COUNTY RESIDENTIAL	2	
			IRRIGATION	311	
			RESIDENTIAL	928	
			RESIDENTIAL RENTER	69	
				1371	

Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD
(10/01/2025 - 10/31/2025)

Aandoned 911 - Business	1	Abandoned 911	5
Animal Complaint	1	Anti-Social Behavior	36
Arrest	2	Assault & Battery	1
Assist other Agency- Alarms	1	Assist other Agency- Back-up	10
Assist other Agency- In Progress calls	2	Assist other Agency- Medical Call	2
Assist other Agency- Other	7	Assist other Agency- Traffic	6
Be on the look-out- BOLO	3	Case Follow-Up	1
Child Neglect-Abuse	1	Citizen Assist	7
Civil Complaint-Legal Advice	5	Disabled Vehicle (DAV)	3
Found / Lost Property	3	Juvenile Complaint	3
Patrol	221	Patrol-School	59
Property Check SRO	92	Property Check-Boat Ramp	11
Property Check-Business	41	Property Check-Residence	15
Property Check-Schools/Govt. Bldg.	14	Property Check-Town Property	137
Public Relations	10	Reckless Driver	3
Road Hazard	3	School Threat	1
Security Check Request	1	Sick/Injured Person	10
Suspicious Incident	6	Suspicious Person	2
Suspicious Vehicle	3	Theft - Grand/Petit	1
Traffic Complaint	1	Traffic Crash	2
Traffic Stop-Civil Citation	10	Traffic Stop-Criminal Citation	1
Traffic Stop-warning	60	Traffic Watch	45
Trespassing Complaint	1	Well Being Check	3

Total Number Of Events: 853



Town Council Closed Monthly Case Report

10/01/2025 - 10/31/2025

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	969 LIDO DR	Junk Vehicle (Tag Expired)	Property Maintenance	10/27/2025	10/28/2025
Closed	200 S PALM AVE	Junk	Property Maintenance	10/27/2025	10/27/2025
Closed	201 S MARE AVE	Trash & Debris	Property Maintenance	10/16/2025	10/20/2025
Closed	408 S FLORIDA AVE	Tree Permit	Permits	10/14/2025	10/20/2025
Closed	113 E MYRTLE ST	No Permits	Permits	9/18/2025	10/6/2025
Closed	206 W CENTRAL AVE	Junk Car	Property Maintenance	9/16/2025	10/6/2025
Closed	BELLISSIMO PL	Overgrowth	Property Maintenance	9/16/2025	10/6/2025
Closed	710 N PALM AVE	Parking	Parking	9/3/2025	10/3/2025
Closed	107 E LAKEVIEW AVE	Overgrowth and Dumpster	Property Maintenance	8/14/2025	10/14/2025
Closed	477 AVILA PL	Irrigation	Water	7/24/2025	10/8/2025

Total Records: 10

11/5/2025



Town Council Open Monthly Case Report

10/01/2025 - 10/31/2025

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
10/31/2025	579 VIA BELLA CT	Tree Permit	Permits	Open	
10/28/2025	1022 LIDO DR	Junk	Property Maintenance	Closed	11/4/2025
10/24/2025	800 N CITRUS AVE	Junk Vehicle	Property Maintenance	Closed	11/3/2025
10/27/2025	969 LIDO DR	Junk Vehicle (Tag Expired)	Property Maintenance	Closed	10/28/2025
10/27/2025	200 S PALM AVE	Junk	Property Maintenance	Closed	10/27/2025
10/21/2025	212 E MAGNOLIA AVE	No Permit	Permits	Open	
10/16/2025	201 S MARE AVE	Trash & Debris	Property Maintenance	Closed	10/20/2025
10/14/2025	408 S FLORIDA AVE	Tree Permit	Permits	Closed	10/20/2025
10/8/2025	105 N FLORIDA AVE	Overgrowth	Property Maintenance	Open	

Total Records: 9

11/5/2025



Public Works

October 2025 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes	N. Citrus Ave	Road reconstruction project started on N. Citrus Ave.
Stormwater/Drainage	N. Lakeshore Blvd N Dixie Dr. N. Lakeshore Blvd & Camellia Way E. Magnolia & N. Palm Ave N. Lakeshore Blvd	Stormwater Project has started. Washout issue was fixed. Storm drain was cleaned out. Storm drain was cleaned out. Baffle box was cleaned out at Griffin Park.
Street Signs		
Sidewalk Maintenance/Repair		
Building Maintenance	Town Hall	Windows replacement project has started by RoMac Building Supply.
Grounds Maintenance	Blevins Park Central Park Griffin Park Town Hall Town Hall/Library/PD Sara Maude Mason Nature Preserve	Ground Maintenance Swing set area and Playground area maintenance Swing set area and Playground area maintenance; removed playground equipment Water Fountain maintenance Landscape maintenance – weeding Weekly cleanup maintenance (leaves and litter)
Tree Trimming/Tree Removal/Stump Removal	Little Lake Harris Shoreline	PW Staff trimmed trees along shoreline.
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections Final Grade Inspections	In Field Lots Talichet	1 – Final Landscape Inspections 0 – Final Lot Grade Inspections
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	In Field Lots	0 – Lot Grading Plan/Landscape/Irrigation Reviews 0 – Lot Grading Plan Reviews
Pool Inspections	In Field Lots	0 – Pre Grade Inspections 0 – Final Lot Grade Inspections
Driveway Inspections	In Field Lots	0 – Driveway Inspection
Infrastructure Inspections	Hillside Groves Howey Storage Lake Hills	Stringline Subbase Inspections, Erosion Control Inspection Erosion Control Inspection Erosion Control Inspection

Additional Updates:

- **LCWA Stormwater Grant Update:**
 - Town Staff have been awarded additional LCWA Grant Funding.
 - The contract was signed with Dale Beasley Construction for the Project.
 - The Project start date has been set for October 1, 2025, and should be completed by the end of November 2025.

- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
 - RCM Utilities has ordered both bypass pump, awaiting delivery date.

- **N. Citrus Avenue Update:**
 - PaqCo Paving has started the Road Reconstruction Project, estimated 120 days project time.

- **Talichet Lift Station Update:**
 - Town Council approved the project to move forward.
 - U.R.E has ordered all parts required for the upgrade.
 - Due to the lead time (over 14 weeks) on the parts needed, the Town has an emergency agreement with U.R.E. to handle emergency situations at all Lift Stations that may arise during Hurricane Season.
 - U.R.E. has ordered the panel box and expects delivery in November 2025.

- **WTP #3 Update:**
 - The contract was awarded to RCM Utilities by the Town Council.
 - Town Attorneys have finished the contract agreement; the engineer is preparing all the construction and bidding documents to have RCM Utilities sign the contract agreement.
 - Contract was signed with RCM on 11/03/2025. Construction is due to start the third week of November.



Public Utilities

October 2025– Monthly Report

Activity	Location/ Address	Notes
Locates	Throughout Town	65 utility locates
Service Orders	Throughout Town	40 service orders – rereads, replacement register heads ECT.
Maintenance	Lift Station 2	Installed 2 new service pumps in lift station 2 – grant funded
Repairs	Mission lane	Repaired line break at Mission Lane and North Tangerine
Repairs	Well 3	Repaired Site glass on Hydro tank at Well 3



**Parks and Recreation Board Monthly Report
October 2025**

At the October 9, 2025, Parks and Recreation Advisory Board meeting for the Town of Howey-in-the-Hills, members reviewed and approved the minutes from the September meeting. During the old business discussion, board members provided updates on the condition of the Town's parks, reporting that Central Park, Griffin Park, Blevins Park, and the Cemetery were all in good condition, while Sara Maude Mason Park had minor issues with a loose board and staining on the boardwalk. Public Services Director Morgan Cates informed the board that the Stormwater Project on N. Lakeshore and Pine Street had begun, with new structures and piping being installed and sidewalk repairs planned upon completion. He also noted that he was working on the Request for Proposals (RFP) for the boat ramp project.

In new business, the board reviewed and discussed grant applications that had been submitted by the Town and considered potential funding opportunities for future park improvements. No public or board comments were made, and the meeting was adjourned at 6:20 p.m.

Town of Howey-in-the-Hills

Financial Report for Period September 2025

Item 15.

GENERAL FUND REVENUES

Account Description	Account	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	YTD %	Annual Budget
Ad Valorem Taxes	311100	0	410	410	1,601,518	1,624,192	22,674	101%	1,601,518
U.S.T. - Electricity	314100	13,956	21,754	7,798	167,000	232,360	65,360	139%	167,000
U.S.T. - Water	314300	10,445	6,667	(3,778)	90,721	83,874	(6,847)	92%	90,721
U.S.T. - Propane	314800	0	57	57	2,500	2,866	366	115%	2,500
CST - Communications Services Tax	315100	0	6,771	6,771	68,348	80,110	11,762	117%	68,348
Town Business Tax Receipt	321100	450	2,548	2,098	2,200	4,978	2,778	226%	2,200
Zoning Permit Application Fees	322100	0	225	225	0	4,350	4,350		0
Admin Fee (Town - 100%)	322102	0	2,793	2,793	0	11,376	11,376		0
Developer Fees Pd to Town	322201	0	1,500	1,500	117,500	245,523	128,023	209%	117,500
Variance Fees	322202	1,300	0	(1,300)	8,000	0	(8,000)	0%	8,000
Thompson Grove Development Fees	322218	0	0	0	0	400	400		0
Permits Town %	322305	0	0	0	0	1,185	1,185		0
Building Permit Technology Fee	322309	0	7,303	7,303	0	11,376	11,376		0
Franchise Fee - Electric	323100	15,496	15,480	(16)	139,000	168,807	29,807	121%	139,000
Franchise Fee - Sprint Tower Lease	323202	3,420	6,975	3,555	41,041	44,529	3,488	108%	41,042
Franchise Fee - Gas	323400	800	428	(372)	5,000	4,412	(588)	88%	5,000
Franchise Fee - Solid Waste	323700	0	(2)	(2)	1,700	2,441	742	144%	1,700
Inspection Fees Collected Due Contractor	329100	0	0	0	0	1,200	1,200		0
Cemetery Fees-Permits	329500	0	0	0	50	555	505	1110%	50
Marianne Beck Library, E-Rate	331750	0	0	0	8,100	8,100	0	100%	8,100
State Grant - Public Safety	334200	0	0	0	47,860	71,555	23,695	150%	47,860
State Grant - Other Physical Environment	334390	0	0	0	30,546	30,546	0	25%	121,069
State Revenue Sharing Proceeds	335125	4,496	4,871	375	53,947	45,742	(8,205)	85%	53,947
SRS - Alcoholic Beverage License	335150	0	0	0	1,419	1,479	60	104%	1,419
SRS- Local Govt. 1/2 Cent Sales Tax	335180	10,255	10,047	(208)	123,063	127,864	4,801	104%	123,063
Lake County Water Authority Grant - Stormwater	337310	0	0	0	0	0	0	0%	82,280
Library Interlocal Agreement	337710	4,527	0	(4,527)	54,355	58,629	4,274	108%	54,354
Library Expansion - Impact Fees Funds	337720	0	0	0	0	0	0	0%	20,707
Lake County Business Tax Receipt	338200	44	0	(44)	500	0	(500)	0%	500
Interest from Tax Collector	338900	10	0	(10)	10	0	(10)	0%	10
Public Record Requests	341901	25	0	(25)	300	0	(300)	0%	300
Smoker Rental	341903	50	100	50	600	300	(300)	50%	600
Lien Search Charges	341920	417	450	33	5,000	3,570	(1,430)	71%	5,000
School Resource Officer Services	342910	0	0	0	201,434	201,931	497	100%	201,434
Outside Security Services	342960	0	3,413	3,413	12,000	15,553	3,553	130%	12,000
Sanitation Revenue	343500	31,352	64,855	33,503	376,225	384,941	8,716	102%	376,225
Boat Ramp Decals	343920	333	43	(290)	4,000	4,092	92	102%	4,000
Golf Cart Permits	343930	83	25	(58)	1,000	400	(600)	40%	1,000
Miscellaneous Sales	343999	75	0	(75)	900	135	(765)	15%	900
Library copies/Faxes	347101	83	120	37	1,000	820	(180)	82%	1,000
Service Charge - Special Events	347400	0	0	0	400	520	120	130%	400
Court Fines & Forfeits	351100	833	538	(296)	10,000	7,863	(2,137)	79%	10,000
Library - Fines	352100	67	127	60	800	733	(67)	92%	800
Interest Earnings	361100	2,185	4,638	2,453	26,216	36,239	10,023	138%	26,216
Pd Vest Grant	363400	0	673	673	2,500	4,122	1,622	165%	2,500
Disposition of Fixed Assets	364000	0	0	0	0	14,539	0		0
Sale - Cemetery Lots	364100	0	0	0	1,000	6,685	5,685	669%	1,000
Donation Historic Board	366930	0	0	0	500	730	230	146%	500
Donations - Special Events	366990	0	0	0	12,000	32,275	20,275	269%	12,000
SETTLEMENTS	369300	250	3,703	3,453	500	3,778	3,278	756%	500
Miscellaneous Revenue	369900	0	0	0	0	2,549	2,549		0
Police Fees Collected	369910	0	12	12	300	1,335	1,035	445%	300
Due From Other Funds	381131	0	0	0	0	0	0	0%	200,000
Use Of Fund Balance	389900	0	0	0	0	0	0	0%	116,764
Total General Fund Revenues		100,952	166,523	65,571	3,221,053	3,591,558	355,967	96%	3,731,327

NOTE: THE FIGURES IN THIS REPORT ARE CORRECT AT THE DATE SHOWN BUT ARE NOT AUDITED

11/5/2025

*Estimated figures for funds not received at the date of this report are marked in:

*Pending budget amendment

Town of Howey-in-the-Hills

Financial Report for Period September 2025

Item 15.

GENERAL FUND EXPENDITURE SUMMARY		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Var %	Annual Budget
Legislative	511000	2,380	3,952	(1,572)	34,339	36,575	(2,236)	107%	34,339
Executive	512000	2,876	4,777	(1,901)	43,232	40,784	2,449	94%	43,232
Financial And Administrative	513000	17,617	18,685	(1,068)	397,933	393,766	4,167	99%	397,933
Legal Counsel	514000	26,083	13,895	12,188	313,000	137,196	175,804	44%	313,000
Comprehensive Planning	515000	9,183	7,630	1,553	130,000	110,714	19,286	85%	130,000
Public Works	519000	8,530	13,543	(5,013)	233,566	199,617	33,949	85%	233,566
Law Enforcement	521000	91,032	121,903	(30,871)	1,316,291	1,297,086	19,204	99%	1,316,291
Other Public Safety-Code Enforcement	529000	8,483	6,147	2,336	80,956	76,053	4,902	94%	80,956
Garbage/Solid Waste Control Services	534000	21,148	27,962	(6,814)	324,253	331,395	(7,141)	102%	324,253
Stormwater Maintenance	538000	0	0	0	0	5,625	(5,625)	2%	259,250
Other Physical Environment-Cemetery	539000	391	0	391	2,430	1,256	1,174	52%	2,430
Library	571000	14,220	12,825	1,395	192,976	162,621	30,354	84%	192,976
Parks & Recreation	572000	4,585	30,037	(25,452)	65,500	57,389	8,111	88%	65,500
Historical Preservation	573000	2,146	0	2,146	24,156	250	23,906	1%	25,753
Special Events	574000	0	4,011	(4,011)	33,500	38,868	(5,368)	116%	33,500
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	0%	270,248
Total General Fund Expenditure		208,673	265,366	(56,692)	3,192,132	2,889,195	302,937	78%	3,723,227

Current Increase (Decrease) to Reserves:

(98,843)

BANK BALANCES

Bank Balances- Per Balance Sheet					YTD			
		Opening Balance	Debit/Credit	Closing Balance	Opening Balance	Debit/Credit	Closing Balance	
General Fund	1	1,492,012	(115,740)	1,376,273	557,603	818,670	1,376,273	147%
Police Advanced Training Fund	120	1,064	62	1,126	1,548	(423)	1,126	-27%
Automation/Telecommunication Fund	125	62	0	62	62	0	62	0%
Special Law Enforcement Trust Fund	126	2,434	0	2,434	2,434	0	2,434	0%
Tree Fund	130	1,815	0	1,815	1,815	0	1,815	0%
Water Impact Fee Fund	140	336,862	1,002	337,863	347,161	(9,298)	337,863	-3%
Parks & Rec Impact Fee Fund	141	(202,359)	0	(202,359)	(27,275)	(175,084)	(202,359)	642%
Police Impact Fee Fund	142	252,621	347	252,969	277,454	(24,486)	252,969	-9%
Infrastructure Fund	150	448,258	(137,933)	310,324	386,377	(76,052)	310,324	-20%
Transportation Fund	152	11,681	3,264	14,944	0	14,944	14,944	
Building Services Fund	155	431,110	(2,992)	428,118	433,134	(5,016)	428,118	-1%
Water Fund	401	184,743	(112,142)	72,601	860,414	(787,813)	72,601	-92%
Wastewater Fund	402	15,912	41,270	57,182	50,000	7,182	57,182	14%
Stormwater Fund	405	11,896	0	11,896	11,896	0	11,896	0%
Cash in Drawer		300	0	300	300	0	300	0%
*Total Amount in Money Market Account (These funds are included in the amounts above)		2,440,584	(393,680)	2,046,904	2,159,258	(112,354)	2,046,904	-5%

Town of Howey-in-the-Hills

Financial Report for Period September 2025

Item 15.

GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT

Legislative	511000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	1,454	2,700	(1,246)	16,200	17,150	(950)	16,200
Fica	210	87	167	(80)	1,004	1,063	(59)	1,004
Medicare	211	17	39	(22)	235	249	(14)	235
Software & Annual Maintenance	342	0	0	0	1,325	1,426	(100)	1,325
Travel & Per Diem	400	0	560	(560)	1,000	5,389	(4,389)	1,000
Telephone & Communications	410	222	161	62	2,200	1,961	239	2,200
Website	415	200	0	200	4,450	3,705	745	4,450
Printing - General	470	0	0	0	125	177	(52)	125
Employee Appreciation	493	0	0	0	2,500	1,630	870	2,500
Dues, Subscriptions, Licenses	540	0	0	0	1,800	1,142	658	1,800
Training/Education/Tuition	550	0	325	(325)	1,500	2,533	(1,033)	1,500
Contributions/Donations	820	400	0	400	2,000	150	1,850	2,000
Total Legislative Expenditures		2,380	3,952	(1,572)	34,339	36,575	(2,236)	107% 34,339
Executive	512000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	1,895	2,737	(842)	24,636	25,077	(441)	24,636
Fica	210	119	158	(39)	1,527	1,461	66	1,527
Medicare	211	16	37	(21)	357	342	15	357
ICMA Retirement Contribution	225	187	274	(87)	2,373	2,416	(44)	2,372
Life & Health Ins.	230	489	681	(192)	5,901	5,553	348	5,901
Workers' Compensation	240	0	0	0	739	333	406	739
Travel & Per Diem	400	170	0	170	3,200	2,196	1,004	3,200
Dues, Subscription, Licenses	540	0	0	0	2,300	2,385	(85)	2,300
Training/Education/Tuition	550	0	890	(890)	2,200	1,021	1,179	2,200
Total Executive Expenditures		2,876	4,777	(1,901)	43,232	40,784	2,449	94% 43,232
Financial And Administrative	513000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	1,676	1,517	159	21,777	21,335	442	21,777
Salaries	120	6,177	8,044	(1,867)	80,300	75,765	4,536	80,300
Overtime Wages	140	-	0	0	521	58	463	521
Fica	210	492	584	(92)	6,361	5,932	429	6,361
Medicare	211	118	137	(19)	1,488	1,387	101	1,488
ICMA Retirement Contribution	225	732	869	(137)	9,492	8,853	639	9,493
Life & Health Ins.	230	1,238	1,551	(313)	14,867	13,721	1,146	14,867
Workers' Compensation	240	0	0	0	1,287	1,693	(406)	1,287
Accounting & Auditing	320	0	0	0	38,000	41,538	(3,538)	38,000
Bank Fees	321	0	518	(518)	600	4,183	(3,583)	600
Other Contractual Services	340	0	10	(10)	9,000	15,354	(6,354)	9,000
Software & Annual Maintenance	342	0	581	(581)	19,300	24,532	(5,232)	19,300
Codification	347	100	0	100	5,000	2,342	2,658	5,000
Pre Employment Screening	350	72	0	72	750	175	575	750
Travel & Per Diem	400	1,525	30	1,495	3,800	1,853	1,947	3,800
Telephone & Communications	410	1,603	1,212	391	12,400	10,854	1,546	12,400
Website	415	200	0	200	1,000	0	1,000	1,000
Freight/Postage/Shipping	420	0	124	(124)	2,000	2,865	(865)	2,000
Utility Services	430	715	569	146	6,000	5,896	105	6,000
Rentals & Leases	440	0	319	(319)	2,700	3,839	(1,139)	2,700
Insurance	451	0	0	0	129,690	127,908	1,782	129,690
R & M - Equipment	460	40	0	40	200	196	4	200
R & M - Computer Maint	461	0	0	0	3,000	795	2,205	3,000
Printing - General	470	0	0	0	500	385	116	500
Advertising	492	1,328	658	670	8,000	6,072	1,928	8,000
Office Supplies	510	0	0	0	2,800	1,940	860	2,800
Operating Supplies	520	625	1,286	(661)	12,000	11,339	661	12,000
Dues, Subscriptions, Licenses	540	76	199	(123)	1,800	1,955	(155)	1,800
Training/Education/Tuition	550	900	475	425	3,300	1,001	2,299	3,300
Total Financial And Administrative Expenditures		17,617	18,685	(1,068)	397,933	393,766	4,168	99% 397,933

Town of Howey-in-the-Hills
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Legal Counsel	514000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Legal Fees	316	25,000	10,340	14,660	300,000	127,844	172,156	300,000
Legal Fees-Code Enforcement	319	1,083	3,555	(2,472)	13,000	9,352	3,648	13,000
Total Legal Counsel Expenditures		26,083	13,895	12,188	313,000	137,196	175,804	44% 313,000
Comprehensive Planning	515000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Town Engineering	316	6,433	2,750	3,683	70,000	52,638	17,362	70,000
Town Planning	318	2,750	4,880	(2,130)	60,000	58,076	1,924	60,000
Total Comprehensive Planning Expenditures		9,183	7,630	1,553	130,000	110,714	19,286	85% 130,000
Public Works	519000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	1,357	1,737	(380)	17,584	17,583	1	17,584
Salaries	120	1,964	1,025	939	25,456	25,170	287	25,456
Overtime Wages	140	1,415	(16)	1,431	5,200	369	4,831	5,200
Fica	210	531	172	359	2,991	2,633	358	2,991
Medicare	211	57	40	17	699	616	83	699
ICMA Retirement Contribution	225	371	26	345	4,824	879	3,944	4,824
Life & Health Ins.	230	626	352	274	8,868	8,877	(8)	8,868
Workers' Compensation	240	0	0	0	769	768	1	769
Other Contractual Services	340	0	2,020	(2,020)	90,000	87,868	2,132	90,000
Travel & Per Diem	400	42	0	42	500	213	287	500
Telephone & Communications	410	179	176	4	2,150	1,816	335	2,150
Utility Services	430	133	1,416	(1,283)	1,575	2,498	(922)	1,575
Rentals & Leases	440	0	0	0	2,500	0	2,500	2,500
R & M - Equipment	460	667	843	(176)	8,000	1,492	6,508	8,000
R & M - Computer Maint	461	42	0	42	500	0	500	500
R & M - Building	462	0	1,560	(1,560)	32,000	17,809	14,191	32,000
R & M - Vehicles	463	0	413	(413)	1,000	9,575	(8,575)	1,000
Office Supplies	510	83	0	83	1,000	155	845	1,000
Operating Supplies	520	625	586	39	16,500	7,509	8,991	16,500
Gas & Oil	522	225	3,138	(2,913)	8,000	11,989	(3,989)	8,000
Uniforms	523	9	2	7	1,000	849	150	1,000
Safety Equipment	524	125	0	125	1,500	650	850	1,500
Dues, Subscriptions, Licenses	540	25	52	(27)	300	52	248	300
Training/Education/Tuition	550	54	0	54	650	250	400	650
Total Public Services Expenditures		8,530	13,543	(5,013)	233,566	199,617	33,949	85% 233,566

Town of Howey-in-the-Hills
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Item 15.

Law Enforcement	521000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget	
Executive Salaries	110	12,155	23,013	(10,858)	158,000	168,505	(10,505)	158,000	
Salaries	120	46,487	31,201	15,286	404,054	385,693	18,360	404,054	
Police - Reserve Salaries	130	973	583	390	20,455	12,147	8,308	20,455	
Events Payroll	131	0	2,625	(2,625)	12,000	14,037	(2,037)	12,000	
Overtime Wages	140	5,078	6,460	(1,382)	47,301	47,804	(503)	47,301	
Police - Incentive Pay	150	0	680	(680)	6,840	7,460	(620)	6,840	
Fica	210	1,901	3,864	(1,963)	39,048	37,684	1,364	39,048	
Medicare	211	528	903	(375)	9,132	8,813	319	9,132	
Police Retirement Contribution	220	10,112	16,990	(6,878)	171,351	169,444	1,906	171,351	
Life & Health Ins.	230	8,804	11,516	(2,712)	157,401	139,887	17,514	157,401	
Workers' Compensation	240	0	0	0	21,602	21,602	(0)	21,602	
Other Contractual Services	340	269	0	269	3,226	2,496	730	3,226	
Software & Annual Maintenance	342	0	0	0	11,700	12,986	(1,286)	11,700	
Pre Employment Screening	350	292	100	192	3,500	2,744	756	3,500	
Travel & Per Diem	400	0	595	(595)	4,500	5,485	(985)	4,500	
Telephone & Communications	410	0	2,881	(2,881)	22,000	25,420	(3,420)	22,000	
Freight/Postage/Shipping	420	75	10	65	300	138	162	300	
Utility Services	430	200	569	(369)	6,000	5,896	104	6,000	
Rentals & Leases	440	0	130	(130)	45,100	45,406	(306)	45,100	
Insurance	451	460	0	460	8,921	8,412	509	8,921	
R & M - Equipment	460	0	76	(76)	5,000	7,819	(2,819)	5,000	
R & M - Computer Maint	461	125	0	125	1,500	49	1,451	1,500	
R & M - Building	462	0	174	(174)	2,500	4,241	(1,740)	2,500	
R & M - Vehicles	463	2,500	13,621	(11,121)	30,000	35,597	(5,597)	30,000	
Office Supplies	510	208	183	26	2,500	1,476	1,024	2,500	
Operating Supplies	520	84	3,643	(3,559)	25,000	19,184	5,815	25,000	
Gas & Oil	522	533	2,009	(1,476)	34,000	31,851	2,149	34,000	
Uniforms	523	73	77	(4)	5,000	5,949	(948)	5,000	
Weapons	525	50	0	50	5,000	4,619	381	5,000	
Dues, Subscriptions, Licenses	540	125	0	125	1,500	1,114	386	1,500	
Training/Education/Tuition	550	0	0	0	6,000	4,150	1,850	6,000	
650 Cap Outlay - Vehicles	650	0	0	0	40,860	52,042	(11,182)	40,860	
PD Vest Grant - 09/10	804	0	0	0	5,000	6,935	(1,935)	5,000	
Total Police Expenditures		91,032	121,903	(30,871)	1,316,291	1,297,086	19,204	99%	1,316,291

Other Public Safety-Code Enforcement	529000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget	
Salaries	120	3,696	3,784	(88)	48,048	48,048	(0)	48,048	
Overtime Wages	140	567	0	567	1,889	364	1,525	1,889	
Fica	210	253	225	28	3,096	2,885	211	3,096	
Medicare	211	57	53	4	724	675	49	724	
ICMA Retirement Contribution	225	311	378	(67)	4,994	4,841	153	4,994	
Life & Health Ins.	230	879	904	(25)	10,494	10,496	(2)	10,494	
Workers' Compensation	240	0	0	0	795	795	(1)	795	
Software & Annual Maintenance	342	1,310	0	1,310	3,220	3,138	82	3,220	
Travel & Per Diem	400	350	0	350	1,000	530	470	1,000	
Telephone & Communications	410	331	86	245	1,482	1,112	370	1,482	
Freight/Postage/Shipping	420	14	18	(4)	400	415	(15)	400	
Insurance	451	0	32	(32)	579	611	(32)	579	
R & M - Vehicles	463	500	560	(60)	2,000	793	1,207	2,000	
Printing - General	470	15	0	15	150	0	150	150	
Operating Supplies	520	15	6	9	150	11	139	150	
Gas & Oil	522	105	101	4	900	983	(83)	900	
Uniforms	523	15	0	15	180	0	180	180	
Dues, Subscriptions, Licenses	540	0	0	0	105	105	0	105	
Training/Education/Tuition	550	65	0	65	750	250	500	750	
Total Other Public Safety-Code Enforcement Expenditures		8,483	6,147	2,336	80,956	76,053	4,902	94%	80,956

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Garbage/Solid Waste Control Services	534000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Other Contractual Services	340	21,148	27,962	(6,814)	324,253	331,395	(7,141)	324,253
Total Garbage/Solid Waste Control Services Expenditures		21,148	27,962	(6,814)	324,253	331,395	(7,141)	102% 324,253
Stormwater Maintenance	538000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Other Contractual Services	340	0	0	0	0	0	0	259,250
Dues, Subscriptions, Licenses	540	0	0	0	0	5,625	(5,625)	0
Total Stormwater Maintenance Expenditures		0	0	0	0	5,625	(5,625)	2% 259,250
Other Physical Environment (Cemetery)	539000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Software & Annual Maintenance	342	266	0	266	930	0	930	930
Utility Services	430	125	0	125	1,500	1,256	244	1,500
Total Other Physical Environment (Cemetery) Expenditures		391	0	391	2,430	1,256	1,174	52% 2,430
Library	571000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	4,301	4,507	(206)	55,902	58,641	(2,739)	55,902
Salaries	120	2,436	2,584	(148)	31,712	31,738	(26)	31,712
Overtime Wages	140	534	137	397	2,000	1,555	445	2,000
Fica	210	424	439	(15)	5,556	5,625	(69)	5,556
Medicare	211	100	102	(3)	1,299	1,315	(17)	1,299
ICMA Retirement Contribution	225	686	400	286	8,961	6,621	2,339	8,961
Life & Health Ins.	230	2,152	1,349	803	20,998	11,136	9,862	20,998
Workers' Compensation	240	0	0	0	1,427	1,427	0	1,427
Other Contractual Services	340	0	346	(346)	5,000	7,686	(2,686)	5,000
Software & Annual Maintenance	342	115	0	115	1,380	1,276	104	1,380
Pre Employment Screening	350	13	0	13	150	0	150	150
Travel & Per Diem	400	42	0	42	500	161	339	500
Telephone & Communications	410	0	89	(89)	3,980	5,606	(1,626)	3,980
Freight/Postage/Shipping	420	0	0	0	100	73	27	100
Utility Services	430	430	721	(291)	12,000	12,518	(518)	12,000
R & M - Computer Maint	461	13	0	13	150	219	(69)	150
Promotional Activities	480	170	0	170	2,000	1,356	644	2,000
Employee Appreciation	493	0	0	0	500	706	(206)	500
Office Supplies	510	0	79	(79)	1,000	1,091	(91)	1,000
Operating Supplies	520	100	1,692	(1,592)	6,000	4,344	1,656	6,000
Dues, Subscriptions, Licenses	540	30	0	30	350	65	285	350
Training/Education/Tuition	550	75	0	75	900	0	900	900
Cap Outlay - Books & Publications LIBRARY ONLY	660	2,563	380	2,183	30,707	9,318	21,389	30,707
Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY)	662	37	0	37	404	144	260	404
Total Library Expenditures		14,220	12,825	1,395	192,976	162,621	30,354	84% 192,976
Parks And Recreation	572000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Other Contractual Services	340	0	0	0	8,000	6,400	1,600	8,000
Utility Services	430	335	1,415	(1,080)	3,500	4,011	(511)	3,500
R & M - Equipment	460	4,165	28,000	(23,835)	50,000	42,500	7,500	50,000
R & M - Recreation Equip	468	85	622	(537)	1,000	622	378	1,000
Operating Supplies	520	0	0	0	3,000	3,856	(856)	3,000
Total Parks & Recreation Expenditures		4,585	30,037	(25,452)	65,500	57,389	8,111	88% 65,500
Historical Preservation	573000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Telephone & Communications	410	5	0	5	60	0	60	60
Office Supplies	510	85	0	85	1,000	0	1,000	1,000
Operating Supplies	520	1,665	0	1,665	20,000	0	20,000	20,000
Other Non Operating Uses Proprietary Funds	950	391	0	391	3,096	250	2,846	4,693
Total Historical Preservation Expenditures		2,146	0	2,146	24,156	250	23,906	1% 25,753
Special Events	574000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Other Contractual Services	340	0	0	0	22,500	21,276	1,224	22,500
Special Events	343	0	4,011	(4,011)	11,000	17,592	(6,592)	11,000
Total Special Events Expenditures		0	4,011	(4,011)	33,500	38,868	(5,368)	116% 33,500

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POLICE ADVANCED TRAINING FUND 120

Police Advanced Training Fund Revenues	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Local Law Enforcement Education 351130	60	62	2	1,500	1,368	(132)	1,500
Total Police Advanced Training Fund Revenues	60	62	2	1,500	1,368	(132)	91% 1,500

Police Advanced Training Fund Expenditures 521000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Travel & Per Diem 400	21	0	21	250	0	250	250
Training/Education/Tuition 550	0	0	0	250	1,790	(1,540)	250
Other Non Operating Uses Proprietary Funds 950	0	0	0	0	0	0	1,000
Total Police Advanced Training Fund Expenditures	21	0	21	500	1,790	(1,290)	119% 1,500

TREE FUND 130

Tree Fund Revenues	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Code Enforcement Tree Fine 354300	0	0	0	0	0	0	1,000
Total Tree Fund Revenues	0	0	0	0	0	0	0% 1,000

Tree Fund Expenditures 572000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Other Non Operating Uses Proprietary Funds 950	0	0	0	300	0	300	1,000
Total Tree Fund Expenditures	0	0	0	300	0	300	0% 1,000

WATER IMPACT FEE FUND 140

Water Impact Fee Fund Revenues	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Water Impact Fees 322306	3,936	0	(3,936)	15,750	3,151	(12,599)	15,750
State Grant - Water Supply System 334310	0	0	0	86,241	86,241	0	86,241
Interest Earnings 361100	1,025	1,002	(23)	12,296	12,602	306	12,296
Total Water Impact Fee Fund Revenues	4,961	1,002	(3,959)	114,287	101,995	(12,293)	89% 114,287

Water Impact Fee Fund Expenditures 533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Cap Outlay - Equipment 640	0	0	0	86,241	111,293	(25,052)	86,241
Other Non Operating Uses Proprietary Funds 950	0	0	0	0	0	0	28,046
Total Water Impact Fee Fund Expenditures	0	0	0	86,241	111,293	(25,052)	97% 114,287

PARKS & REC IMPACT FEE FUND 141

Parks & Rec Impact Fee Fund Revenues	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Parks & Rec Impact Fees 322303	1,250	0	(1,250)	5,000	1,242	(3,758)	5,000
Loan Proceeds 384000	0	0	0	0	0	0	250,000
Use Of Fund Balance 389900	0	0	0	0	0	0	2,100
Total Parks & Rec Impact Fee Fund Revenues	1,250	0	(1,250)	5,000	1,242	(3,758)	0% 257,100

Parks & Rec Impact Fee Fund Expenditures	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Parks Expansion 615	0	0	0	0	172,575	(172,575)	0
Debt Principal/loan 710	0	0	0	0	0	0	44,800
Interfund Loan Repayments 719	0	0	0	0	0	0	200,000
Debt Interest/loan 720	0	0	0	0	0	0	12,300
Total Parks & Rec Impact Fee Fund Expenditures	0	0	0	0	172,575	(172,575)	67% 257,100

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POLICE IMPACT FEE FUND		142							
Police Impact Fee Fund Revenues			Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Police Impact Fees	322302		1,250	0	(1,250)	5,000	1,323	(3,677)	5,000
Interest Earnings	361100		480	747	267	5,760	6,465	705	5,760
Use of Fund Balance	389900		0	0	0	0	0	0	29,240
Total Police Impact Fee Fund Revenues			1,730	747	(983)	10,760	7,788	(2,972)	19% 40,000
Police Impact Fee Fund Expenditures			Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Cap Outlay - Vehicles	650		0	400	(400)	40,000	32,273	7,727	40,000
Total Police Impact Fee Fund Expenditures			0	400	(400)	40,000	32,273	7,727	81% 40,000
INFRASTRUCTURE FUND		150							
Infrastructure Fund Revenues			Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Discretionary Sales Surtax - Infrastructure Surtax	312630		0	540	540	212,110	209,579	(2,532)	212,110
Interest Earnings	361100		640	884	244	7,680	8,798	1,118	7,680
Use of Fund Balance	389900		0	0	0	0	0	0	46,788
Infrastructure Fund Revenues Total			640	1,423	783	219,790	218,377	(1,414)	82% 266,578
Infrastructure Fund Expenditures			Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Cap Outlay - Improvements	630		27,178	152,725	(125,547)	266,578	325,235	(58,657)	266,578
Total Infrastructure Fund Expenditures			27,178	152,725	(125,547)	266,578	325,235	(58,657)	122% 266,578
TRANSPORTATION FUND		152							
Transportation Fund Revenues			Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
County Ninth-Cent Gas Tax	312300		823	1,029	206	10,000	11,578	1,578	10,000
L.F.T. - First (1 to 6 Cents)	312410		3,710	3,727	17	44,468	46,332	1,863	44,468
State Revenue Sharing Proceeds	335125		992	3,275	2,283	11,842	12,176	333	11,842
State Reimbursement, Street Lighting	344990		0	0	0	6,688	6,688	(0)	6,688
Transportation Fund Revenue Total			5,525	8,031	2,506	72,998	76,773	3,775	105% 72,998
Transportation Fund Expenditures			Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Other Contractual Services	340		6,688	0	6,688	39,998	30,162	9,836	39,998
Street Lighting	431		1,500	2,538	(1,038)	28,000	29,784	(1,784)	28,000
Operating Supplies	520		5	0	5	2,000	1,840	160	2,000
Safety Equipment	524		85	0	85	1,000	0	1,000	1,000
Road Materials & Supplies	530		165	0	165	2,000	1,576	424	2,000
Total Transportation Expenditures			8,443	2,538	5,905	72,998	63,361	9,637	72,998

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BUILDING SERVICES FUND	155							
Building Services Fund Revenues	524000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Zoning Permit Application Fees	322100	837	0	(837)	5,000	742	(4,259)	5,000
Plan Review (Bldg Inspector - 100%)	322101	837	0	(837)	5,000	0	(5,000)	5,000
Admin Fee (Town - 100%)	322102	750	0	(750)	4,500	0	(4,500)	4,500
Inspection Fees Collected Due Contractor	322304	8,000	17,799	9,799	60,000	84,148	24,148	60,000
Permits Town %	322305	3,300	(438)	(3,738)	30,000	9,873	(20,127)	30,000
Fees Income - DCA/DBPR	322307	347	441	94	2,000	2,116	116	2,000
Interest Earnings	361100	1,014	1,153	139	11,528	12,243	715	11,528
Building Services Fund Revenues Total		15,085	18,954	3,869	118,028	109,121	(8,908)	92% 118,028
Building Services Fund Expenditures	524000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	51	(1,984)	2,035	14,910	14,910	0	14,910
Salaries	120	563	(1,736)	2,299	9,119	8,652	467	9,119
Overtime Wages	140	14	(24)	38	600	32	569	600
Fica	210	18	(226)	244	1,527	1,423	103	1,527
Medicare	211	20	(53)	73	357	333	24	357
ICMA Retirement Contribution	225	54	(307)	361	2,440	1,778	662	2,440
Life & Health Ins.	230	339	(519)	858	4,405	3,919	486	4,405
Workers' Compensation	240	0	0	0	392	392	(0)	392
Other Contractual Services	340	0	0	0	1,419	500	919	1,419
Contractor - (Bldg Inspector - Progressive)	341	0	8,961	(8,961)	60,000	61,849	(1,849)	60,000
Software & Annual Maintenance	342	70	0	70	860	2,988	(2,127)	860
Telephone & Communications	410	30	28	2	350	336	14	350
DBPR/DCA Impact Fees	495	165	9,557	(9,392)	2,000	9,557	(7,556)	2,000
Office Supplies	510	85	0	85	1,000	97	903	1,000
Operating Supplies	520	415	0	415	5,000	342	4,658	5,000
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	13,649
Building Services Fund Expenditures Total		1,824	13,696	(11,872)	104,380	107,108	(2,728)	91% 118,028

Town of Howey-in-the-Hills
Financial Report for Period September 2025

Item 15.

WATER FUND		401						
Water Fund Revenues	533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
State Grant - Water Supply System	334310	0	0	0	0	0	0	4,250,000
Water Sales	343310	77,626	68,136	(9,490)	931,277	869,102	(62,175)	931,277
FEES- NEW CON	343350	521,400	0	(521,400)	522,900	536	(522,364)	522,900
Water Sys Improvement Fee	343410	10,000	10,461	461	120,000	125,503	5,503	120,000
Penalty Charges	343600	1,750	2,133	383	21,000	20,421	(579)	21,000
Utility/Meter Fines	353100	2,335	0	(2,335)	4,000	0	(4,000)	4,000
Interest Earnings	361100	2,210	0	(2,210)	26,520	22,890	(3,630)	26,520
Miscellaneous Revenue	369900	1,000	2,105	1,105	12,000	17,818	5,818	12,000
Use Of Fund Balance	389900	0	0	0	0	0	0	141,454
Water Fund Revenues Total		616,321	82,835	(533,486)	1,637,697	1,056,270	(581,428)	18% 6,029,151
Water Fund Expenditures	533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	16,874	19,773	(2,899)	219,295	219,295	(1)	219,295
Salaries	120	27,607	30,826	(3,219)	358,924	348,067	10,857	358,924
Overtime Wages	140	0	587	(587)	15,500	25,566	(10,066)	15,500
Fica	210	2,830	3,043	(213)	36,811	35,553	1,258	36,811
Medicare	211	624	712	(88)	8,609	8,315	294	8,609
ICMA Retirement Contribution	225	4,036	2,708	1,328	57,240	31,245	25,995	57,240
Life & Health Ins.	230	11,274	12,649	(1,375)	135,342	127,150	8,192	135,342
Workers' Compensation	240	0	(0)	0	9,455	9,454	0	9,455
Legal Fees	310	2,400	0	2,400	30,000	25,003	4,998	30,000
Town Engineering	316	1,665	300	1,365	20,000	8,000	12,000	20,000
Accounting & Auditing	320	1,188	0	1,188	14,250	0	14,250	14,250
Other Contractual Services	340	0	62,618	(62,618)	279,152	581,003	(301,851)	279,152
Software & Annual Maintenance	342	550	0	550	9,600	19,070	(9,470)	9,600
Travel & Per Diem	400	42	0	42	500	0	500	500
Telephone & Communications	410	0	1,583	(1,583)	5,103	6,407	(1,304)	5,103
Freight/Postage/Shipping	420	17	0	17	200	0	200	200
Utility Services	430	0	4,377	(4,377)	44,000	54,354	(10,354)	44,000
Rentals & Leases	440	125	72	53	1,500	894	606	1,500
Insurance	451	0	0	0	61,994	62,153	(159)	61,994
R & M - Equipment	460	3,750	6,606	(2,856)	45,000	15,187	29,813	45,000
R & M - Computer Maint	461	42	0	42	500	0	500	500
R & M - Building	462	417	30	387	5,000	9,234	(4,234)	5,000
R & M - Vehicles	463	675	1,305	(630)	8,100	1,461	6,639	8,100
Printing - General	470	8	0	8	100	0	100	100
Miscellaneous Expenses	490	4	0	4	50	0	50	50
Advertising	492	25	0	25	300	0	300	300
Office Supplies	510	83	0	83	1,000	512	488	1,000
Operating Supplies	520	19,241	9,806	9,435	230,890	76,607	154,283	230,890
Uniforms	523	13	443	(430)	150	443	(293)	150
Safety Equipment	524	33	330	(297)	400	398	2	400
Dues, Subscriptions, Licenses	540	67	0	67	800	352	448	800
Training/Education/Tuition	550	46	0	46	550	190	360	550
Cap Outlay - Wetland Monitoring	613	8,050	0	8,050	8,050	0	8,050	8,050
Cap Outlay - Improvements	630	0	0	0	10,000	16,000	(6,000)	10,000
Cap Outlay - Water Expansion/System Impr.	633	0	0	0	0	0	0	4,260,000
Debt Principal/loan	710	0	0	0	114,085	115,575	(1,490)	114,085
Debt Interest/loan	720	1,407	0	1,407	30,545	29,054	1,490	30,545
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	6,156
Water Fund Expenditures Total		103,091	157,768	(54,677)	1,762,995	1,826,542	(63,547)	30% 6,029,151

Town of Howey-in-the-Hills
Financial Report for Period September 2025

Item 15.

WASTEWATER FUND **402**

Wastewater Fund Revenues	535000
State Grant - Sewer	334351
Waste Water, CDD	343515
Waste Water, Town	343525
Total Wastewater Fund Revenues	

Wastewater Fund Expenditures	535000
Legal Fees	310
Town Engineering	316
Utility Services	430
R & M - Equipment	460
Other Non Operating Uses Proprietary Funds	950
Wastewater Fund Expenditures Total	

Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
0	0	0	0	0	0	254,501
10,000	14,323	4,323	120,000	160,477	40,476	120,000
9,033	11,021	1,988	106,000	130,250	24,250	106,000
19,033	25,345	6,312	226,000	290,727	64,727	61% 480,501

Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
0	0	0	0	4,719	(4,719)	0
0	1,350	(1,350)	0	1,950	(1,950)	0
0	14,417	(14,417)	120,000	169,747	(49,747)	120,000
70,694	0	70,694	339,334	0	339,334	339,334
0	0	0	0	0	0	21,167
70,694	15,767	54,927	459,334	176,416	282,918	37% 480,501

Town of Howey-in-the-Hills

Financial Report for Period September 2025

100%

Item 15.

GENERAL FUND REVENUES

Account Description	Account	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Ad Valorem Taxes	311100	410	1,601,518	1,624,192	22,674	101%
U.S.T. - Electricity	314100	21,754	167,000	232,360	65,360	139%
U.S.T. - Water	314300	6,667	90,721	83,874	(6,847)	92%
U.S.T. - Propane	314800	57	2,500	2,866	366	115%
CST - Communications Services Tax	315100	6,771	68,348	80,110	11,762	117%
Town Business Tax Receipt	321100	2,548	2,200	4,978	2,778	226%
Zoning Permit Application Fees	322100	225	0	4,350	4,350	
Admin Fee (Town - 100%)	322102	2,793	0	11,376	11,376	
Developer Fees Pd to Town	322201	1,500	117,500	245,523	128,023	209%
Variance Fees	322202	0	8,000	0	(8,000)	0%
Thompson Grove Development Fees	322218	0	0	400	400	
Permits Town %	322305	0	0	1,185	1,185	
Building Permit Technology Fee	322309	7,303	0	11,376	11,376	
Franchise Fee - Electric	323100	15,480	139,000	168,807	29,807	121%
Franchise Fee - Sprint Tower Lease	323202	6,975	41,042	44,529	3,487	108%
Franchise Fee - Gas	323400	428	5,000	4,412	(588)	88%
Franchise Fee - Solid Waste	323700	(2)	1,700	2,441	741	144%
Inspection Fees Collected Due Contractor	329100	0	0	1,200	1,200	
Cemetery Fees-Permits	329500	0	50	555	505	1110%
Marianne Beck Library, E-Rate	331750	0	8,100	8,100	0	100%
State Grant - Public Safety	334200	0	47,860	71,555	23,695	150%
State Grant - Other Physical Environment	334390	0	121,069	30,546	(90,523)	25%
State Revenue Sharing Proceeds	335125	4,871	53,947	45,742	(8,205)	85%
SRS - Alcoholic Beverage License	335150	0	1,419	1,479	60	104%
SRS- Local Govt. 1/2 Cent Sales Tax	335180	10,047	123,063	127,864	4,801	104%
Lake County Water Authority Grant - Stormwater	337310	0	82,280	0	(82,280)	0%
Library Interlocal Agreement	337710	0	54,354	58,629	4,275	108%
Library Expansion - Impact Fees Funds	337720	0	20,707	0	(20,707)	0%
Lake County Business Tax Receipt	338200	0	500	0	(500)	0%
Interest from Tax Collector	338900	0	10	0	(10)	0%
Public Record Requests	341901	0	300	0	(300)	0%
Smoker Rental	341903	100	600	300	(300)	50%
Lien Search Charges	341920	450	5,000	3,570	(1,430)	71%
School Resource Officer Services	342910	0	201,434	201,931	497	100%
Outside Security Services	342960	3,413	12,000	15,553	3,553	130%
Sanitation Revenue	343500	64,855	376,225	384,941	8,716	102%
Boat Ramp Decals	343920	43	4,000	4,092	92	102%
Golf Cart Permits	343930	25	1,000	400	(600)	40%
Miscellaneous Sales	343999	0	900	135	(765)	15%
Library copies/Faxes	347101	120	1,000	820	(180)	82%
Service Charge - Special Events	347400	0	400	520	120	130%
Court Fines & Forfeits	351100	538	10,000	7,863	(2,137)	79%
Library - Fines	352100	127	800	733	(67)	92%
Interest Earnings	361100	4,638	26,216	36,239	10,023	138%
Pd Vest Grant	363400	673	2,500	4,122	1,622	165%
Disposition of Fixed Assets	364000	0	0	14,539	14,539	
Sale - Cemetery Lots	364100	0	1,000	6,685	5,685	669%
Donation Historic Board	366930	0	500	730	230	146%
Donations - Special Events	366990	0	12,000	32,275	20,275	269%
SETTLEMENTS	369300	3,703	500	3,778	3,278	756%
Miscellaneous Revenue	369900	0	0	2,549	2,549	
Police Fees Collected	369910	12	300	1,335	1,035	445%
Due From Other Funds	381131	0	200,000	0	(200,000)	0%
Use Of Fund Balance	389900	0	116,764	0	(116,764)	0%
Total General Fund Revenues		166,523	3,731,327	3,591,558	355,967	96%

NOTE: THE FIGURES IN THIS REPORT ARE CORRECT AT THE DATE SHOWN BUT ARE NOT AUDITED

*Estimated figures for funds not received at the date of this report are marked in:

*Pending budget amendment

11/5/2025

23,005.08

Town of Howey-in-the-Hills

Financial Report for Period September 2025

100%

Item 15.

GENERAL FUND EXPENDITURE SUMMARY		Current Month	Annual Budget	YTD Actual	YTD Remaining	Var %
Legislative	511000	3,952	34,339	36,575	(2,236)	107%
Executive	512000	4,777	43,232	40,784	2,449	94%
Financial And Administrative	513000	18,685	397,933	393,766	4,166	99%
Legal Counsel	514000	13,895	313,000	137,196	175,804	44%
Comprehensive Planning	515000	7,630	130,000	110,714	19,287	85%
Public Works	519000	13,543	233,566	199,617	33,949	85%
Law Enforcement	521000	121,903	1,316,291	1,297,086	19,205	99%
Other Public Safety-Code Enforcement	529000	6,147	80,956	76,053	4,903	94%
Garbage/Solid Waste Control Services	534000	27,962	324,253	331,395	(7,142)	102%
Stormwater Maintenance	538000	0	259,250	5,625	253,625	2%
Other Physical Environment-Cemetery	539000	0	2,430	1,256	1,174	52%
Library	571000	12,825	192,976	162,621	30,355	84%
Parks & Recreation	572000	30,037	65,500	57,389	8,111	88%
Historical Preservation	573000	0	25,753	250	25,503	1%
Special Events	574000	4,011	33,500	38,868	(5,368)	116%
Other Non Operating Uses Proprietary Funds	950	0	270,248	0	270,248	0%
Total General Fund Expenditure		265,366	3,723,227	2,889,195	834,032	78%
Current Increase (Decrease) to Reserves:		(98,843)				

BANK BALANCES

Bank Balances- Per Balance Sheet		YTD						
		Opening Balance	Debit/Credit	Closing Balance	Opening Balance	Debit/Credit	Closing Balance	Var %
General Fund	1	1,492,012	(115,740)	1,376,273	557,603	818,670	1,376,273	147%
Police Advanced Training Fund	120	1,064	62	1,126	1,548	(423)	1,126	-27%
Automation/Telecommunication Fund	125	62	0	62	62	0	62	0%
Special Law Enforcement Trust Fund	126	2,434	0	2,434	2,434	0	2,434	0%
Tree Fund	130	1,815	0	1,815	1,815	0	1,815	0%
Water Impact Fee Fund	140	336,862	1,002	337,863	347,161	(9,298)	337,863	-3%
Parks & Rec Impact Fee Fund	141	(202,359)	0	(202,359)	(27,275)	(175,084)	(202,359)	642%
Police Impact Fee Fund	142	252,621	347	252,969	277,454	(24,486)	252,969	-9%
Infrastructure Fund	150	448,258	(137,933)	310,324	386,377	(76,052)	310,324	-20%
Transportation Fund	152	11,681	3,264	14,944	0	14,944	14,944	
Building Services Fund	155	431,110	(2,992)	428,118	433,134	(5,016)	428,118	-1%
Water Fund	401	184,743	(112,142)	72,601	860,414	(787,813)	72,601	-92%
Wastewater Fund	402	15,912	41,270	57,182	50,000	7,182	57,182	14%
Stormwater Fund	405	11,896	0	11,896	11,896	0	11,896	0%
Cash in Drawer		300	0	300	300	0	300	0%
*Total Amount in Money Market Account (These funds are included in the amounts above)		2,440,584	(393,680)	2,046,904	2,159,258	(112,354)	2,046,904	-5%

Town of Howey-in-the-Hills

Financial Report for Period September 2025

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Item 15.

GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT

Legislative	511000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Executive Salaries	110	2,700	16,200	17,150	(950)	
Fica	210	167	1,004	1,063	(59)	
Medicare	211	39	235	249	(14)	
Software & Annual Maintenance	342	0	1,325	1,426	(101)	
Travel & Per Diem	400	560	1,000	5,389	(4,389)	
Telephone & Communications	410	161	2,200	1,961	239	
Website	415	0	4,450	3,705	745	
Printing - General	470	0	125	177	(52)	
Employee Appreciation	493	0	2,500	1,630	870	
Dues, Subscriptions, Licenses	540	0	1,800	1,142	658	
Training/Education/Tuition	550	325	1,500	2,533	(1,033)	
Contributions/Donations	820	0	2,000	150	1,850	
Total Legislative Expenditures		3,952	34,339	36,575	(2,236)	107%
Executive	512000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Executive Salaries	110	2,737	24,636	25,077	(442)	
Fica	210	158	1,527	1,461	66	
Medicare	211	37	357	342	15	
ICMA Retirement Contribution	225	274	2,372	2,416	(44)	
Life & Health Ins.	230	681	5,901	5,553	348	
Workers' Compensation	240	0	739	333	406	
Travel & Per Diem	400	0	3,200	2,196	1,004	
Dues, Subscription, Licenses	540	0	2,300	2,385	(85)	
Training/Education/Tuition	550	890	2,200	1,021	1,179	
Total Executive Expenditures		4,777	43,232	40,784	2,449	94%
Financial And Administrative	513000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Executive Salaries	110	1,517	21,777	21,335	442	
Salaries	120	8,044	80,300	75,765	4,535	
Overtime Wages	140	0	521	58	463	
Fica	210	584	6,361	5,932	429	
Medicare	211	137	1,488	1,387	101	
ICMA Retirement Contribution	225	869	9,493	8,853	639	
Life & Health Ins.	230	1,551	14,867	13,721	1,146	
Workers' Compensation	240	0	1,287	1,693	(406)	
Accounting & Auditing	320	0	38,000	41,538	(3,538)	
Bank Fees	321	518	600	4,183	(3,583)	
Other Contractual Services	340	10	9,000	15,354	(6,354)	
Software & Annual Maintenance	342	581	19,300	24,532	(5,232)	
Codification	347	0	5,000	2,342	2,658	
Pre Employment Screening	350	0	750	175	575	
Travel & Per Diem	400	30	3,800	1,853	1,947	
Telephone & Communications	410	1,212	12,400	10,854	1,546	
Website	415	0	1,000	0	1,000	
Freight/Postage/Shipping	420	124	2,000	2,865	(865)	
Utility Services	430	569	6,000	5,896	104	
Rentals & Leases	440	319	2,700	3,839	(1,139)	
Insurance	451	0	129,690	127,908	1,782	
R & M - Equipment	460	0	200	196	4	
R & M - Computer Maint	461	0	3,000	795	2,205	
Printing - General	470	0	500	385	116	
Advertising	492	658	8,000	6,072	1,928	
Office Supplies	510	0	2,800	1,940	860	
Operating Supplies	520	1,286	12,000	11,339	661	
Dues, Subscriptions, Licenses	540	199	1,800	1,955	(155)	
Training/Education/Tuition	550	475	3,300	1,001	2,299	
Total Financial And Administrative Expenditures		18,685	397,933	393,766	4,166	99%

Town of Howey-in-the-Hills
Financial Report for Period September 2025

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Item 15.

Legal Counsel	514000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Legal Fees	316	10,340	300,000	127,844	172,156	
Legal Fees-Code Enforcement	319	3,555	13,000	9,352	3,648	
Total Legal Counsel Expenditures		13,895	313,000	137,196	175,804	44%
Comprehensive Planning	515000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Town Engineering	316	2,750	70,000	52,638	17,363	
Town Planning	318	4,880	60,000	58,076	1,924	
Total Comprehensive Planning Expenditures		7,630	130,000	110,714	19,287	85%
Public Works	519000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Executive Salaries	110	1,737	17,584	17,583	1	
Salaries	120	1,025	25,456	25,170	286	
Overtime Wages	140	(16)	5,200	369	4,831	
Fica	210	172	2,991	2,633	358	
Medicare	211	40	699	616	83	
ICMA Retirement Contribution	225	26	4,824	879	3,945	
Life & Health Ins.	230	352	8,868	8,877	(9)	
Workers' Compensation	240	0	769	768	1	
Other Contractual Services	340	2,020	90,000	87,868	2,132	
Travel & Per Diem	400	0	500	213	287	
Telephone & Communications	410	176	2,150	1,816	335	
Utility Services	430	1,416	1,575	2,498	(923)	
Rentals & Leases	440	0	2,500	0	2,500	
R & M - Equipment	460	843	8,000	1,492	6,508	
R & M - Computer Maint	461	0	500	0	500	
R & M - Building	462	1,560	32,000	17,809	14,191	
R & M - Vehicles	463	413	1,000	9,575	(8,575)	
Office Supplies	510	0	1,000	155	845	
Operating Supplies	520	586	16,500	7,509	8,991	
Gas & Oil	522	3,138	8,000	11,989	(3,989)	
Uniforms	523	2	1,000	849	151	
Safety Equipment	524	0	1,500	650	850	
Dues, Subscriptions, Licenses	540	52	300	52	248	
Training/Education/Tuition	550	0	650	250	400	
Total Public Services Expenditures		13,543	233,566	199,617	33,949	85%

Town of Howey-in-the-Hills
Financial Report for Period September 2025

100%

Item 15.

Law Enforcement	521000	Current Month	Annual Budget	YTD Actual	YTD Remaining
Executive Salaries	110	23,013	158,000	168,505	(10,505)
Salaries	120	31,201	404,054	385,693	18,361
Police - Reserve Salaries	130	583	20,455	12,147	8,308
Events Payroll	131	2,625	12,000	14,037	(2,037)
Overtime Wages	140	6,460	47,301	47,804	(503)
Police - Incentive Pay	150	680	6,840	7,460	(620)
Fica	210	3,864	39,048	37,684	1,364
Medicare	211	903	9,132	8,813	319
Police Retirement Contribution	220	16,990	171,351	169,444	1,907
Life & Health Ins.	230	11,516	157,401	139,887	17,514
Workers' Compensation	240	0	21,602	21,602	0
Other Contractual Services	340	0	3,226	2,496	730
Software & Annual Maintenance	342	0	11,700	12,986	(1,286)
Pre Employment Screening	350	100	3,500	2,744	756
Travel & Per Diem	400	595	4,500	5,485	(985)
Telephone & Communications	410	2,881	22,000	25,420	(3,420)
Freight/Postage/Shipping	420	10	300	138	162
Utility Services	430	569	6,000	5,896	104
Rentals & Leases	440	130	45,100	45,406	(306)
Insurance	451	0	8,921	8,412	509
R & M - Equipment	460	76	5,000	7,819	(2,819)
R & M - Computer Maint	461	0	1,500	49	1,451
R & M - Building	462	174	2,500	4,241	(1,741)
R & M - Vehicles	463	13,621	30,000	35,597	(5,597)
Office Supplies	510	183	2,500	1,476	1,024
Operating Supplies	520	3,643	25,000	19,184	5,816
Gas & Oil	522	2,009	34,000	31,851	2,149
Uniforms	523	77	5,000	5,949	(949)
Weapons	525	0	5,000	4,619	381
Dues, Subscriptions, Licenses	540	0	1,500	1,114	386
Training/Education/Tuition	550	0	6,000	4,150	1,850
650 Cap Outlay - Vehicles	650	0	40,860	52,042	(11,182)
PD Vest Grant - 09/10	804	0	5,000	6,935	(1,935)
Total Police Expenditures		121,903	1,316,291	1,297,086	19,205
					99%
Other Public Safety-Code Enforcement	529000	Current Month	Annual Budget	YTD Actual	YTD Remaining
Salaries	120	3,784	48,048	48,048	(0)
Overtime Wages	140	0	1,889	364	1,525
Fica	210	225	3,096	2,885	211
Medicare	211	53	724	675	49
ICMA Retirement Contribution	225	378	4,994	4,841	153
Life & Health Ins.	230	904	10,494	10,496	(2)
Workers' Compensation	240	0	795	795	(0)
Software & Annual Maintenance	342	0	3,220	3,138	82
Travel & Per Diem	400	0	1,000	530	470
Telephone & Communications	410	86	1,482	1,112	370
Freight/Postage/Shipping	420	18	400	415	(15)
Insurance	451	32	579	611	(32)
R & M - Vehicles	463	560	2,000	793	1,207
Printing - General	470	0	150	0	150
Operating Supplies	520	6	150	11	139
Gas & Oil	522	101	900	983	(83)
Uniforms	523	0	180	0	180
Dues, Subscriptions, Licenses	540	0	105	105	0
Training/Education/Tuition	550	0	750	250	500
Total Other Public Safety-Code Enforcement Expenditures		6,147	80,956	76,053	4,903
					94%

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Item 15.

Garbage/Solid Waste Control Services	534000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Other Contractual Services	340	27,962	324,253	331,395	(7,142)	
Total Garbage/Solid Waste Control Services Expenditures		27,962	324,253	331,395	(7,142)	102%
Stormwater Maintenance	538000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Other Contractual Services	340	0	259,250	0	259,250	
Dues, Subscriptions, Licenses	540	0	0	5,625	(5,625)	
Total Stormwater Maintenance Expenditures		0	259,250	5,625	253,625	2%
Other Physical Environment (Cemetery)	539000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Software & Annual Maintenance	342	0	930	0	930	
Utility Services	430	0	1,500	1,256	244	
Total Other Physical Environment (Cemetery) Expenditures		0	2,430	1,256	1,174	52%
Library	571000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Executive Salaries	110	4,507	55,902	58,641	(2,739)	
Salaries	120	2,584	31,712	31,738	(26)	
Overtime Wages	140	137	2,000	1,555	445	
Fica	210	439	5,556	5,625	(69)	
Medicare	211	102	1,299	1,315	(16)	
ICMA Retirement Contribution	225	400	8,961	6,621	2,340	
Life & Health Ins.	230	1,349	20,998	11,136	9,862	
Workers' Compensation	240	0	1,427	1,427	(0)	
Other Contractual Services	340	346	5,000	7,686	(2,686)	
Software & Annual Maintenance	342	0	1,380	1,276	104	
Pre Employment Screening	350	0	150	0	150	
Travel & Per Diem	400	0	500	161	339	
Telephone & Communications	410	89	3,980	5,606	(1,626)	
Freight/Postage/Shipping	420	0	100	73	27	
Utility Services	430	721	12,000	12,518	(518)	
R & M - Computer Maint	461	0	150	219	(69)	
Promotional Activities	480	0	2,000	1,356	644	
Employee Appreciation	493	0	500	706	(206)	
Office Supplies	510	79	1,000	1,091	(91)	
Operating Supplies	520	1,692	6,000	4,344	1,656	
Dues, Subscriptions, Licenses	540	0	350	65	285	
Training/Education/Tuition	550	0	900	0	900	
Cap Outlay - Books & Publications LIBRARY ONLY	660	380	30,707	9,318	21,389	
Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY)	662	0	404	144	260	
Total Library Expenditures		12,825	192,976	162,621	30,355	84%
Parks And Recreation	572000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Other Contractual Services	340	0	8,000	6,400	1,600	
Utility Services	430	1,415	3,500	4,011	(511)	
R & M - Equipment	460	28,000	50,000	42,500	7,500	
R & M - Recreation Equip	468	622	1,000	622	378	
Operating Supplies	520	0	3,000	3,856	(856)	
Total Parks & Recreation Expenditures		30,037	65,500	57,389	8,111	88%
Historical Preservation	573000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Telephone & Communications	410	0	60	0	60	
Office Supplies	510	0	1,000	0	1,000	
Operating Supplies	520	0	20,000	0	20,000	
Other Non Operating Uses Proprietary Funds	950	0	4,693	250	4,443	
Total Historical Preservation Expenditures		0	25,753	250	25,503	1%
Special Events	574000	Current Month	Annual Budget	YTD Actual	YTD Remaining	
Other Contractual Services	340	0	22,500	21,276	1,224	
Special Events	343	4,011	11,000	17,592	(6,592)	
Total Special Events Expenditures		4,011	33,500	38,868	(5,368)	116%

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POLICE ADVANCED TRAINING FUND		120				
Police Advanced Training Fund Revenues			Current Month	Annual Budget	YTD Actual	YTD Remaining
Local Law Enforcement Education	351130		62	1,500	1,368	(132)
Total Police Advanced Training Fund Revenues			62	1,500	1,368	(132) 91%
Police Advanced Training Fund Expenditures		521000				
Travel & Per Diem	400		0	250	0	250
Training/Education/Tuition	550		0	250	1,790	(1,540)
Other Non Operating Uses Proprietary Funds	950		0	1,000	0	1,000
Total Police Advanced Training Fund Expenditures			0	1,500	1,790	(290) 119%
TREE FUND		130				
Tree Fund Revenues			Current Month	Annual Budget	YTD Actual	YTD Remaining
Code Enforcement Tree Fine	354300		0	1,000	0	(1,000)
Total Tree Fund Revenues			0	1,000	0	(1,000) 0%
Tree Fund Expenditures		572000				
Other Non Operating Uses Proprietary Funds	950			1,000	0	1,000
Total Tree Fund Expenditures			0	1,000	0	1,000 0%
WATER IMPACT FEE FUND		140				
Water Impact Fee Fund Revenues			Current Month	Annual Budget	YTD Actual	YTD Remaining
Water Impact Fees	322306		0	15,750	3,151	(12,599)
State Grant - Water Supply System	334310		0	86,241	86,241	0
Interest Earnings	361100		1,002	12,296	12,602	306
Total Water Impact Fee Fund Revenues			1,002	114,287	101,995	(12,292) 89%
Water Impact Fee Fund Expenditures		533000				
Cap Outlay - Equipment	640		0	86,241	111,293	(25,052)
Other Non Operating Uses Proprietary Funds	950		0	28,046	0	28,046
Total Water Impact Fee Fund Expenditures			0	114,287	111,293	2,995 97%
PARKS & REC IMPACT FEE FUND		141				
Parks & Rec Impact Fee Fund Revenues			Current Month	Annual Budget	YTD Actual	YTD Remaining
Parks & Rec Impact Fees	322303		0	5,000	1,242	(3,758)
Loan Proceeds	384000		0	250,000	0	(250,000)
Use Of Fund Balance	389900		0	2,100	0	(2,100)
Total Parks & Rec Impact Fee Fund Revenues			0	257,100	1,242	(255,858) 0%
Parks & Rec Impact Fee Fund Expenditures						
Parks Expansion	615		0	0	172,575	(172,575)
Debt Principal/loan	710		0	44,800	0	44,800
Interfund Loan Repayments	719		0	200,000	0	200,000
Debt Interest/loan	720		0	12,300	0	12,300
Total Parks & Rec Impact Fee Fund Expenditures			0	257,100	172,575	84,525 67%

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POLICE IMPACT FEE FUND	142				
Police Impact Fee Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining
Police Impact Fees	322302	0	5,000	1,323	(3,677)
Interest Earnings	361100	747	5,760	6,465	705
Use of Fund Balance	389900	0	29,240	0	(29,240)
Total Police Impact Fee Fund Revenues		747	40,000	7,788	(32,212)
					19%
Police Impact Fee Fund Expenditures		Current Month	Annual Budget	YTD Actual	YTD Remaining
Cap Outlay - Vehicles	650	400	40,000	32,273	7,727
Total Police Impact Fee Fund Expenditures		400	40,000	32,273	7,727
					81%
INFRASTRUCTURE FUND	150				
Infrastructure Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining
Discretionary Sales Surtax - Infrastructure Surtax	312630	540	212,110	209,579	(2,531)
Interest Earnings	361100	884	7,680	8,798	1,118
Use of Fund Balance	389900	0	46,788	0	(46,788)
Infrastructure Fund Revenues Total		1,423	266,578	218,377	(48,201)
					82%
Infrastructure Fund Expenditures		Current Month	Annual Budget	YTD Actual	YTD Remaining
Cap Outlay - Improvements	630	152,725	266,578	325,235	(58,657)
Total Infrastructure Fund Expenditures		152,725	266,578	325,235	(58,657)
					122%
TRANSPORTATION FUND	152				
Transportation Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining
County Ninth-Cent Gas Tax	312300	1,029	10,000	11,578	1,578
L.F.T. - First (1 to 6 Cents)	312410	3,727	44,468	46,332	1,864
State Revenue Sharing Proceeds	335125	3,275	11,842	12,176	334
State Reimbursement, Street Lighting	344990	0	6,688	6,688	(0)
Transportation Fund Revenue Total		8,031	72,998	76,773	3,775
					105%
Transportation Fund Expenditures	541000	Current Month	Annual Budget	YTD Actual	YTD Remaining
Other Contractual Services	340	0	39,998	30,162	9,836
Street Lighting	431	2,538	28,000	29,784	(1,784)
Operating Supplies	520	0	2,000	1,840	160
Safety Equipment	524	0	1,000	0	1,000
Road Materials & Supplies	530	0	2,000	1,576	424
Total Transportation Expenditures		2,538	72,998	63,361	9,637

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BUILDING SERVICES FUND	155				
Building Services Fund Revenues	524000	Current Month	Annual Budget	YTD Actual	YTD Remaining
Zoning Permit Application Fees	322100	0	5,000	742	(4,258)
Plan Review (Bldg Inspector - 100%)	322101	0	5,000	0	(5,000)
Admin Fee (Town - 100%)	322102	0	4,500	0	(4,500)
Inspection Fees Collected Due Contractor	322304	17,799	60,000	84,148	24,148
Permits Town %	322305	(438)	30,000	9,873	(20,127)
Fees Income - DCA/DBPR	322307	441	2,000	2,116	116
Interest Earnings	361100	1,153	11,528	12,243	715
Building Services Fund Revenues Total		18,954	118,028	109,121	(8,907)
					92%
Building Services Fund Expenditures	524000	Current Month	Annual Budget	YTD Actual	YTD Remaining
Executive Salaries	110	(1,984)	14,910	14,910	(0)
Salaries	120	(1,736)	9,119	8,652	467
Overtime Wages	140	(24)	600	32	568
Fica	210	(226)	1,527	1,423	104
Medicare	211	(53)	357	333	24
ICMA Retirement Contribution	225	(307)	2,440	1,778	662
Life & Health Ins.	230	(519)	4,405	3,919	486
Workers' Compensation	240	0	392	392	(0)
Other Contractual Services	340	0	1,419	500	919
Contractor - (Bldg Inspector - Progressive)	341	8,961	60,000	61,849	(1,849)
Software & Annual Maintenance	342	0	860	2,988	(2,128)
Telephone & Communications	410	28	350	336	14
DBPR/DCA Impact Fees	495	9,557	2,000	9,557	(7,557)
Office Supplies	510	0	1,000	97	903
Operating Supplies	520	0	5,000	342	4,658
Other Non Operating Uses Proprietary Funds	950	0	13,649	0	13,649
Building Services Fund Expenditures Total		13,696	118,028	107,108	10,920
					91%

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WATER FUND		401			
Water Fund Revenues	533000	Current Month	Annual Budget	YTD Actual	YTD Remaining
State Grant - Water Supply System	334310	0	4,250,000	0	(4,250,000)
Water Sales	343310	68,136	931,277	869,102	(62,175)
FEES- NEW CON	343350	0	522,900	536	(522,364)
Water Sys Improvement Fee	343410	10,461	120,000	125,503	5,503
Penalty Charges	343600	2,133	21,000	20,421	(579)
Utility/Meter Fines	353100	0	4,000	0	(4,000)
Interest Earnings	361100	0	26,520	22,890	(3,630)
Miscellaneous Revenue	369900	2,105	12,000	17,818	5,818
Use Of Fund Balance	389900	0	141,454	0	(141,454)
Water Fund Revenues Total		82,835	6,029,151	1,056,270	(4,972,881)
Water Fund Expenditures	533000	Current Month	Annual Budget	YTD Actual	YTD Remaining
Executive Salaries	110	19,773	219,295	219,295	(0)
Salaries	120	30,826	358,924	348,067	10,857
Overtime Wages	140	587	15,500	25,566	(10,066)
Fica	210	3,043	36,811	35,553	1,258
Medicare	211	712	8,609	8,315	294
ICMA Retirement Contribution	225	2,708	57,240	31,245	25,995
Life & Health Ins.	230	12,649	135,342	127,150	8,192
Workers' Compensation	240	(0)	9,455	9,454	1
Legal Fees	310	0	30,000	25,003	4,998
Town Engineering	316	300	20,000	8,000	12,000
Accounting & Auditing	320	0	14,250	0	14,250
Other Contractual Services	340	62,618	279,152	581,003	(301,851)
Software & Annual Maintenance	342	0	9,600	19,070	(9,470)
Travel & Per Diem	400		500	0	500
Telephone & Communications	410	1,583	5,103	6,407	(1,304)
Freight/Postage/Shipping	420	0	200	0	200
Utility Services	430	4,377	44,000	54,354	(10,354)
Rentals & Leases	440	72	1,500	894	606
Insurance	451	0	61,994	62,153	(159)
R & M - Equipment	460	6,606	45,000	15,187	29,813
R & M - Computer Maint	461	0	500	0	500
R & M - Building	462	30	5,000	9,234	(4,234)
R & M - Vehicles	463	1,305	8,100	1,461	6,639
Printing - General	470	0	100	0	100
Miscellaneous Expenses	490	0	50	0	50
Advertising	492	0	300	0	300
Office Supplies	510	0	1,000	512	488
Operating Supplies	520	9,806	230,890	76,607	154,283
Uniforms	523	443	150	443	(293)
Safety Equipment	524	330	400	398	2
Dues, Subscriptions, Licenses	540	0	800	352	448
Training/Education/Tuition	550	0	550	190	360
Cap Outlay - Wetland Monitoring	613	0	8,050	0	8,050
Cap Outlay - Improvements	630	0	10,000	16,000	(6,000)
Cap Outlay - Water Expansion/System Impr.	633	0	4,260,000	0	4,260,000
Debt Principal/loan	710	0	114,085	115,575	(1,490)
Debt Interest/loan	720	0	30,545	29,054	1,491
Other Non Operating Uses Proprietary Funds	950	0	6,156	0	6,156
Water Fund Expenditures Total		157,768	6,029,151	1,826,542	4,202,609
					30%

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Item 15.

WASTEWATER FUND		402				
Wastewater Fund Revenues		535000	Current Month	Annual Budget	YTD Actual	YTD Remaining
State Grant - Sewer	334351		0	254,501	0	(254,501)
Waste Water, CDD	343515		14,323	120,000	160,477	40,477
Waste Water, Town	343525		11,021	106,000	130,250	24,250
Total Wastewater Fund Revenues			25,345	480,501	290,727	(189,774) 61%
Wastewater Fund Expenditures		535000	Current Month	Annual Budget	YTD Actual	YTD Remaining
Legal Fees	310		0	0	4,719	(4,719)
Town Engineering	316		1,350	0	1,950	(1,950)
Utility Services	430		14,417	120,000	169,747	(49,747)
R & M - Equipment	460		0	339,334	0	339,334
Other Non Operating Uses Proprietary Funds	950		0	21,167	0	21,167
Wastewater Fund Expenditures Total			15,767	480,501	176,416	304,085 37%