



Town Council Meeting
September 09, 2024 at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

Join Zoom Meeting: <https://us06web.zoom.us/j/83937608565?pwd=vGxGckMZstaYjTnLlhsJY3295xf2U4.1>
Meeting ID: 839 3760 8565 | **Passcode:** 755057

AGENDA

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

ROLL CALL

Acknowledgement of Quorum

AGENDA APPROVAL/REVIEW

CONSENT AGENDA

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

- 1.** The approval of the minutes and ratification and confirmation of all Town Council actions at the August 26, 2024, Town Council Meeting.
- 2.** The approval of the minutes and ratification and confirmation of all Town Council actions at the September 4, 2024, Town Council Public Hearing on Tentative Budget and Proposed Millage Rate.

PUBLIC HEARING

OLD BUSINESS

- 3.** Consideration and Approval: **SLRTAC Agreement**
- 4.** Consideration and Approval: **Cedar Creek Water Agreement**
- 5.** Discussion: **N. Citrus Ave. Reconstruction Project**

NEW BUSINESS

- 6.** Consideration and Approval: **Deaccession of Town Inventory**
- 7.** Discussion: **Councilor Lannamañ Rebuttal to Land Development Code amendments 2024**

DEPARTMENT REPORTS

- 8.** Town Hall
- 9.** Police Department
- 10.** Code Enforcement
- 11.** Public Works
- 12.** Library
- 13.** Parks & Recreation Advisory Board / Special Events
- 14.** Town Attorney
- 15.** Finance Supervisor
- 16.** Town Manager

COUNCIL MEMBER REPORTS

- 17.** Mayor Pro Tem Gallelli
- 18.** Councilor Lehning
- 19.** Councilor Miles
- 20.** Councilor Lannamañ
- 21.** Mayor MacFarlane

PUBLIC COMMENTS

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

ADJOURNMENT

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

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

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

Topic: **Town Council Meeting**

Time: **Sep 9, 2024 06:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://us06web.zoom.us/j/83937608565?pwd=vGxGckMZstaYjTnLlhsJY3295xf2U4.1>

Meeting ID: 839 3760 8565

Passcode: 755057

Dial by your location

+1 646 558 8656 US (New York)

+1 346 248 7799 US (Houston)

Meeting ID: 839 3760 8565

Passcode: 755057

Find your local number: <https://us06web.zoom.us/j/83937608565>

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
August 26, 2024 at 6:00 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

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

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

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

STAFF PRESENT:

Sean O’Keefe, Town Manager | Morgan Cates, Public Works Director | Tom Wilkes, Town Attorney | Tom Harowski, Town Planner | Oscar Ojeda, Finance Supervisor | John Brock, Town Clerk

AGENDA APPROVAL/REVIEW

Motion made by Mayor Pro Tem Gallelli to move agenda item #5 (Consideration and Approval: Library Board Member Appointment Approval) to be heard before the Consent Agenda; seconded by Councilor Lannamañ. Motion approved by voice vote.

Voting

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

Nay: Councilor Miles

NEW BUSINESS (Agenda Item #5 moved to appear at this point in the meeting during Agenda Approval.)

- 5. Consideration and Approval: **Library Board Member Appointment Approval**

Motion made by Councilor Lannamañ to approve Pamela Szydlík’s appointment to the Library Board; seconded by Mayor Pro Tem Gallelli. Motion approved unanimously by voice vote.

Voting

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

Nay: None

CONSENT AGENDA

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

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the August 12, 2024, Town Council Meeting.

Motion made by Mayor Pro Tem Gallelli to approve the revised set of minutes; seconded by Councilor Miles. Motion approved unanimously by voice vote.

Voting

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

Nay: None

2. Consideration and Approval: **SLRTAC Agreement**

Public Works Director, Morgan Cates, introduced and explained this item. Mr. Cates stated that the South Lake Regional Technical Advisory Committee (SLRTAC) is an organization whose members include the City of Groveland, City of Minneola, City of Clermont, the City of Mascotte and the Sunshine Water Services Company. Mr. Cates said that the Public Works Directors and a manager from Sunshine Water Services Company meet and discuss water service/utility issues. There would be a cost of \$5,000 a year to join the group and that SLRTAC uses the \$5,000 annual fee to hire a consultant that assists the member agencies with utility issues such as landscape/irrigation code, water conservation plans, and Consumptive Use Permit issues.

Councilor Miles stated that it appeared that the City of Groveland controlled the group and that he did not believe it was in the Town's best interest to join the group.

Councilor Lehning suggested that \$5,000 cost for joining this group be added into the budget if it were to go forward.

Councilor Miles asked where in the Town's budget this item was listed. Town Manager, Sean O'Keefe, stated that it would be placed into the 401 (Water/Sanitation Fund) - 533 (Water Utility Service Account) - 540 (Dues, Subscriptions, Licenses Object Code) budget line.

Councilor Lannamañ made a motion to approve this agenda item; Mayor MacFarlane seconded the motion.

Mayor MacFarlane opened Public Comment for this item only.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch stated that he did not believe that Sunshine Water was a good company since his landscape company worked for Legends Golf Course and Sunshine Water was their water supplier.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline questioned if any Town Councilor had seen this item prior to the meeting and he suggested that the agenda item should be tabled.

Mayor MacFarlane closed Public Comment for this item.

Mayor MacFarlane withdrew her second for Councilor Lannamañ's motion.

Councilor Lannamañ withdrew her motion.

Motion made by Mayor MacFarlane to table this agenda item to the next meeting; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.

Voting

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

Nay: None

3. Consideration and Approval: **Modification to GrayRobinson's Engagement**

Town Attorney, Tom Wilkes, explained GrayRobinson’s (the Town’s contracted law firm) new rate structure.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N Lakeshore Blvd. – Mr. Everline stated that residents wanted to know what the old rates were for GrayRobinson. Mr. Everline stated that he thought that the Town should get additional quotes for legal services.

Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Miles to approve GrayRobinson’s new rate structure; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.

Voting

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

Nay: None

PUBLIC HEARING

4. Consideration and Approval: (second reading) **Ordinance 2024-002 - Land Development Code (LDC) Amendments**

Town Attorney, Tom Wilkes, read Ordinance 2024-002 out loud by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND DEVELOPMENT; PROVIDING FINDINGS AND DETERMINATIONS OF THE TOWN COUNCIL; AMENDING THE TOWN’S LAND DEVELOPMENT CODE (LDC) TO REVISE PROVISIONS GOVERNING “MEDIUM DENSITY RESIDENTIAL–1” (MDR-1), “MEDIUM DENSITY RESIDENTIAL–2” (MDR-2), AND PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICTS, EMPHASIZING LOT-SIZE AND OPEN-SPACE REQUIREMENTS; ADDING NEW “HIGH DENSITY RESIDENTIAL–1” (HDR-1) AND “HIGH DENSITY RESIDENTIAL– 2” (HDR-2) ZONING DISTRICTS AND THE RESTRICTIONS AND REQUIREMENTS THAT GOVERN LAND USE WITHIN THOSE DISTRICTS; AMENDING MISCELLANEOUS PROVISIONS OF OTHER ZONING DISTRICTS; CHANGING ALL REFERENCES TO “MAYOR” TO READ “TOWN MANAGER”; AMENDING SECTION 10.00 TO LIMIT PUD ZONING DISTRICTS TO LAND OF 100 ACRES OR MORE; AMENDING SUBSECTION 4.10.1 TO SPECIFY THE FORM AND MANNER IN WHICH CONDITIONS OF APPROVAL FOR PUD ZONING WILL BE MEMORIALIZED; ENACTING SUBSECTION 4.13.05 TO SPECIFY REQUIREMENTS FOR APPROVING VARIANCES; DELETING SUBSECTION 4.15.00 REGARDING LANDOWNER APPLICATIONS FOR AMENDMENTS TO THE LDC; AMENDING NUMEROUS REQUIREMENTS IN CHAPTER 7 OF THE LDC

GOVERNING SIDEWALKS, CANOPY TREES, LANDSCAPE BUFFERS, ROOT BARRIERS, AND RELATED SEPARATION DISTANCES; ENACTING NEW SUBSECTION 7.10.02 TO CLARIFY TREE REQUIREMENTS IN RESIDENTIAL DEVELOPMENT; AMENDING TABLE 8.03.02 REGARDING REQUIREMENTS FOR LOCAL ROADS; AMENDING PARAGRAPH 8.05.01.3 TO SPECIFY REQUIREMENTS OF OWNERSHIP, OPERATION, AND MAINTENANCE OF WASTEWATER AND RECLAIMED-WATER SYSTEMS IN NEW DEVELOPMENTS; ENACTING PARAGRAPH 8.06.01D TO SPECIFY LIMITATIONS ON EXTERIOR LIGHTING NEAR RESIDENTIAL PROPERTIES; ENACTING SUBSECTION 8.08.02 TO SPECIFY REQUIREMENTS FOR APPROVALS OF RECREATIONAL AMENITIES IN NEW DEVELOPMENTS; TRANSFERRING SUBSECTION 8.10.0 TO NEW SUBSECTION 1.06.07 WITHOUT CHANGE; AMENDING SUBSECTION 10.02.03 TO SPECIFY THAT ROAD IMPROVEMENTS FOR NEW DEVELOPMENT TO MEET CONCURRENCY REQUIREMENTS MUST BE CONSTRUCTED AT NO COST TO THE TOWN; ADDING AND AMENDING NUMEROUS DEFINITIONS IN SUBSECTION 1.12.00 TO CONFORM AND COMPLEMENT SUBSTANTIVE AMENDMENTS IN OTHER SECTIONS OF THE LDC; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Planner, Tom Harowski, summarized the recommendations that the Town's Planning and Zoning Board had made in relation to this Ordinance and the proposed amendments to the Land Development Code (LDC). Mr. Harowski explained that the Planning and Zoning Board's recommendations were:

1. The minimum square footage for a two-car garage in all zoning districts should remain at 400 square feet rather than the proposed 440 square feet.
2. Minimum dwelling unit area in the AG Agriculture District should remain at 1,500 square feet.
3. Minimum dwelling unit area in MDR-1 Medium Density Residential should remain at 1,700 square feet.
4. Minimum dwelling unit area in MDR-2 Medium Density Residential should remain at 1,200 square feet.
5. Minimum dwelling unit area in SFR Single Family Residential should remain at 1,800 square feet.
6. Side setback for corner yards in MDR-1 should remain at 12.5 feet.
7. Side yard setback for corner yards in MDR-2 should remain at 12.5 feet.
8. Proposed lot size and lot width in MDR-2 should remain as proposed, provided a grandfather provision is included which allows all properties currently zoned MDR2 to retain the current dimensional requirements and setbacks. A list of all affected parcels needs to be compiled with to clearly identify the eligible parcels.
9. Amendments to Section 8.05.04 E regarding the requirements that potable water not be used for irrigation are clarified and should be included in the ordinance.
10. Replace Table 2.00.02 with an updated version including the HDR-1 and HDR-2 zoning and the revised format.
11. Replace the existing table of zoning district dimensional requirements with an updated table. The table will need to be adjusted based on Town Council action on the Planning Board recommendations, if any. (See attached draft table.)

12. In Section 1.06.02 B, Town Mayor needs to be changed to Town Manager on page 11 lines 16 and 18.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N. Lakeshore Blvd. – Mr. Everline stated that he did not agree with the Planning and Zoning Board’s recommendations.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch also disagreed with the Planning and Zoning Board’s recommendations, especially on garage sizes. Mr. Gunesch stated that he wishes he had a 440 square foot garage.

Bob Hines, 480 Avila Pl. – Mr. Hines was concerned about the provisions in the LDC on canopy tree requirements. Mr. Hines stated that he believes that the builder of Talichet should have been required to plant canopy trees in Talichet’s open spaces.

Morgan Cates, Public Works Director – Mr. Cates stated that he was concerned that the Ordinance was removing one of the types of residential roads that were allowed in the Town. Mr. Cates stated that he believed that this might hinder builders, especially since the new LDC did not allow as much density within developments.

Tina St. Clair, 135 E Central Ave. (Planning and Zoning Board Chair) – Board Chair St. Clair explained why the Planning and Zoning Board had made some of its recommendation to the LDC.

Mayor MacFarlane closed Public Comment for this item.

Councilor Miles said that the Planning and Zoning Board’s recommendations were an attempt to return the Town to the existing LDC codes. Councilor Miles stated that he did not agree with the Planning and Zoning Board’s recommendations #1 - #5. Councilor Miles stated he did not agree with the Planning and Zoning Board’s recommendation #8 and that there was no need for a grandfather clause for people zoned MDR-2 and that the residents currently zoned for MDR-2 should just apply for a variance in the future if it was needed. Councilor Miles stated that the side setback for corner yards in MDR-1 should set to 15 feet. Councilor Miles stated that he agreed with Planning and Zoning Board recommendation #7. Councilor Miles stated that the Planning and Zoning Board’s recommendation #9 was already incorporated into the new amended LDC.

Mayor MacFarlane asked if the grandfather clauses were common in instances like this.

Mr. Wilkes stated that the recommendation for the grandfather clause for the MDR-2 zoning was for the protection of existing homeowners and would reduce the number of variance requests in the future.

Councilor Lehning said that he was infuriated with the fact that the Planning and Zoning Board had waited until the 2nd reading of this Ordinance to make these recommendations, that there had been ample opportunity over the last year for the Board to make recommendations while the Town Council had been working on the proposed amendments.

Councilor Miles stated he, like Councilor Lehning, was also infuriated. Councilor Miles stated that he agreed with the Planning and Zoning Board’s recommendation #10 except that HDR building setbacks should be included in the table showing building setbacks. Councilor Miles said that he did agree with the Planning and Zoning Board’s recommendations #11 and #12.

Councilor Miles stated that he would make a motion approving the Ordinance with the following amendments:

1. The Town Council rejecting the Planning and Zoning Board's recommendations #1 - #5.
2. Side yard setback for corner yards in MDR-1 should be set at 15 feet.
3. Side yard setback for corner yards in MDR-2 should remain at 12.5 feet.
4. The Town Council rejects the Planning and Zoning Board's recommendation #8 including the grandfather clause.
5. Table 2.00.02 (c) should be included in the LDC.
6. The Table for Zoning District Dimensional Requirements should be included and fill in the blanks for the Building Setbacks for High Density Residential-1 and High Density Residential-2.
7. The Town Council should incorporate the Planning and Zoning Board recommendations #11 and #12.
8. On page 29, line 17, the MDR-1 street side yard setback should be set at 15 feet.
9. On page 66, line 9, the maximum project density should be set to 6 units, not 8.
10. On page 67, line 40, the maximum project density should be 10 units, not 12.
11. Under AG (Agriculture Zoning), the minimum dwelling unit area should be set at 1,500 square feet.

Councilor Lehning suggested adding language to the section of the Land Development Code that would state that the Land Development Code should be the bare minimum to start negotiations on any PUD agreement.

Councilor Lannamañ stated that she was not in agreement with the required minimum 440 square feet for garages.

Mayor Pro Tem Gallelli agreed with Councilor Lannamañ that garages should not be required to be a minimum of 440 square feet, and she wanted the Planning and Zoning Board recommendation of the grandfather clause that had been proposed for MDR-2 zoning.

Motion made by Councilor Miles to approve Ordinance 2024-002, with Councilor Miles' proposed amendments and Councilor Lehning suggestion of adding language to the PUD negotiation to the Land Development Code; seconded by Councilor Lehning. Motion passed by roll call vote.

Voting

Yea: Councilor Miles, Councilor Lehning, Mayor MacFarlane

Nay: Councilor Lannamañ, Mayor Pro Tem Gallelli

OLD BUSINESS

None

NEW BUSINESS

5. Consideration and Approval: **Library Board Member Appointment Approval** (*this agenda item was moved during the Agenda Approval portion of the meeting to appear first in the meeting, right before the Consent Agenda.*)
6. Consideration and Approval: **Cedar Creek Water Agreement**

Town Manager, Sean O’Keefe, explained that this item had been removed from the agenda and would be brought back before the Town Council during its next meeting due to the applicant for the proposed Cedar Creek development not having enough time to review the agreement.

Mayor MacFarlane called a 4-minute recess at 7:41 p.m.

7. Consideration and Approval: **Sara Maude Nature Preserve Funding**

Town Manager, Sean O’Keefe, introduced and explained this agenda item. Mr. O’Keefe introduced the Town’s new Finance Supervisor, Oscar Ojeda, to the Council.

Mr. Ojeda explained that the Town had received quotes for loans from three local banks and that the recommended bank loan was from Seacoast Bank for a 5-year term at an interest rate of 5.35%.

Mayor MacFarlane opened Public Comment for this item only.

Tim Everline, 1012 N. Lakeshore Blvd. – Mr. Everline stated that he remembered lower interest rates being discussed before (in the neighborhood of 2 to 2.5%). Mr. Everline said he thought these interest rates were too high.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch said that he thought these interest rates were too high and that none of the proposed loans should be accepted.

Mayor MacFarlane closed Public Comment for this item.

Councilor Miles said that he was concerned about the interest rates being too high and that he believed that the loan had not been rigorously bid out. Councilor Miles said that this agenda item should come back to the Town Council during the October 28, 2024, Town Council Meeting after the loan has been bid out in a more competitive manner. Councilor Miles stated that the Fed was expected to lower interest rates in early October. Councilor Miles said that, in the interim, the Town should give itself an interfund loan to cover the boardwalk construction expenses.

Public Works Director, Morgan Cates, reminded the Town Council that the Councilors were the ones that said to get this project done and told the staff to sign the agreement and get started prior to going out and researching/acquiring a loan to pay for the project.

Town Attorney, Tom Wilkes, stated that this would be an interfund loan and not an interfund transfer. Mr. Wilkes also stated that, in the paperwork that the United Community Bank had sent, it stated the proposed loan would be a full faith and credit obligation which would require a referendum vote. Mr. Wilkes stated that he needed to be copied on all loan correspondence in the future.

Motion made by Councilor Miles table this item to the October 28, 2024, Town Council Meeting; seconded by Councilor Lehning. Motion passed by roll call vote.

Voting

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

Nay: Councilor Lannamañ

8. Consideration and Approval: **Resolution 2024-006 - Approval of Town Councilor Appointment**

Mayor MacFarlane read Resolution 2024-006 out loud by title only:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, APPROVING THE MAYOR'S APPOINTMENT OF A SUCCESSOR TO FILL A VACANCY ON THE TOWN COUNCIL; PROVIDING FOR AN EFFECTIVE DATE

Mayor MacFarlane opened Public Comment for this item only.

Eric Gunesch, 448 Avila Pl. – Mr. Gunesch asked how this process in the resolution would work.

Mayor MacFarlane closed Public Comment for this item.

Motion made by Councilor Lehning to approve Resolution 2024-006; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

9. Consideration and Approval: **Scheduling the First November 2024 Town Council Meeting**

Town Manager, Sean O'Keefe, explained that the regular date for the first Town Council meeting in November would fall on November 11th, Veterans Day, and as such should be rescheduled as this was a Town holiday.

Motion made by Councilor Miles to schedule the first Town Council in November for 6 p.m. on Tuesday November 12, 2024; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.

Voting

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

Nay: None

10. Consideration and Approval: **Wastewater Rate Increase**

Town Manager, Sean O'Keefe introduced and explained this item. Mr. O'Keefe stated that the Town did not currently have a mechanism to raise the Town wastewater rates, similar to the way it can raise the Town's water rates. Mr. O'Keefe recommended that the Town Council task the Town Attorney to draft an Ordinance that would allow the Town to increase wastewater rates, similar to the way that it works for water rates.

Mayor MacFarlane asked Councilor Miles by what amount the Central Lake CDD was proposing to raise wastewater treatment rates. Councilor Miles stated that the Central Lake CDD had expressed that they would like to raise the wastewater treatment rates to the Town by \$8.01 a month per household.

Councilor Lannamañ stated that raising the rates that the Town charges for wastewater services primarily just affects the Talichet and Venezia neighborhoods.

Councilor Miles suggested that some of the proposed wastewater treatment rate increase might not have to be passed onto the current users and that the Town could absorb a portion of the increase.

Mayor MacFarlane opened Public Comment, but seeing no comments, Mayor MacFarlane closed the Public Comment.

Motion made by Councilor Miles to direct the Town Attorney to draft an Ordinance that will allow the Town Council to raise the Town’s wastewater rates; seconded by Mayor Pro Tem Gallelli. Motion passed unanimously by roll call vote.

Voting

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

Nay: None

11. Consideration and Approval: N. Citrus Ave. Reconstruction Project Approval

Town Manager, Sean O’Keefe, stated that the earliest start date that Pacquette could give the Town is October 15th, if the Town was ready for construction to begin at that time. Mr. O’Keefe stated that the Town had received two quotes from Pacquette, the first quote for just the road work was approximately \$350,000 and a second quote for \$414,966.75 which would include the moving of water lines to correspond with the moving of the road.

Councilor Miles made a motion to approve Paquette’s \$414,966.75 North Citrus Ave road improvement bid, with the \$4,356.75 to be funded out of the sidewalk maintenance budget line and the potable water improvement of \$64,490 to be funded out of the water fund. There was not a second for this motion.

Councilor Lehning (who is a resident on N. Citrus Ave.) stated that he has not received any sort of agreement yet about the road being moved and the right of way (ROW) changing on his property.

Public Works Director, Morgan Cates stated that the Town is currently waiting on the Town Surveyor and Town Attorney to create new Platting agreements that can be presented to the property owners on N. Citrus Ave. Mr. Cates recommended that the Town take care of the ROW issues with the road prior to signing a contract and asking for a start date for the project.

Councilor Miles stated that the Town Manager’s continued tenure with the Town was contingent on this project occurring in a timely manner.

Mayor MacFarlane opened Public Comment for this item only.

Fran Wagler, 409 W. Central Ave. – Mrs. Wagler (Manager of the Howey Mansion) asked how long this project would take. Mrs. Wagler stated that the Mansion’s busiest time of the year was in the Fall and the mansion was open 7 days a week. Mrs. Wagler stated that she had sent the Public Works Director an email and it had not been answered about the maintenance of traffic plan and the timeline for this project.

Mayor MacFarlane stated that she had seen the email response from Mr. Cates, and she then forwarded it to Mrs. Wagler.

Motion made by Councilor Miles to table this agenda item to the first Town Council meeting in September; seconded by Councilor Lannamañ. Motion passed unanimously by voice vote.

Voting

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

Nay: None

DEPARTMENT REPORTS

12. Town Manager

Town Manager, Sean O'Keefe, reviewed dates of upcoming meetings with the audience. Mr. O'Keefe stated that the Town Planner, Tom Harowski, was retiring and that the Town had sent out a Request for Qualifications to hire a new Planning firm to function as the Town Planner.

COUNCIL MEMBER REPORTS

13. Mayor Pro Tem Gallelli

None

14. Councilor Lehning

Councilor Lehning stated that his homeowner's insurance was going up from \$3,000 to \$5,000 and that the Town Council needed to be mindful of the types of cost increases.

15. Councilor Miles

None

16. Councilor Lannamañ

None

17. Mayor MacFarlane

None

PUBLIC COMMENTS

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

Tim Everline, 1012 N. Lakeshore Blvd. – Mr. Everline stated that county taxes were increasing by as much as 10%.

Tina St. Clair, 135 E Central Ave. (Planning and Zoning Board Chair) – Board Chair St. Clair explained the timeline of when the Planning and Zoning Board had received the Ordinance amending the Town's Land Development Code. Board Chair St. Clair expressed her frustration with the Town Council not considering the recommendation that the Planning and Zoning Board had submitted.

ADJOURNMENT

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

The Meeting adjourned at 8:59 p.m. | **Attendees: 37**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk

DRAFT



Town Council Public Hearing on Tentative Budget and Proposed Millage Rate

September 04, 2024 at 5:05 PM
Howey-in the-Hills Town Hall
101 N. Palm Ave.,
Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Public Hearing on Tentative Budget and Proposed Millage Rate to order at 5:05 p.m.

Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag.
Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

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

STAFF PRESENT:

Sean O'Keefe, Town Manager | Morgan Cates, Public Works Director | Rick Thomas, Police Chief | Tara Hall, Library Director | John Brock, Town Clerk

Confirmation of Meeting Notification and acknowledgement of Quorum was completed.

PUBLIC HEARING

1. Consideration and Approval: **Resolution 2024-007 - Tentative Millage Rate**

Mayor MacFarlane read Ordinance 2024-007 out loud by title only and the following statements:

RESOLUTION NO. 2024-007, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; ADOPTING A TENTATIVE MILLAGE RATE OF 7.50 FOR THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA FOR AD VALOREM TAXES FOR FISCAL YEAR 2025; PROVIDING FOR AN EFFECTIVE DATE.

- The Taxing Authority is the Town of Howey-in-the-Hills.
- The Rolled-Back Rate is 6.9645 mills.

- The percentage over the Rolled-Back Rate is 7.69%, which is the percentage increase in property taxes.
- The proposed Millage Rate to be levied is 7.500.

Mayor MacFarlane opened Public Comment for this item only.

There were no public comments or questions.

Mayor MacFarlane closed Public Comment for this item.

Mayor MacFarlane opened Councilor Comment and Questions for this issue only.

Councilor Miles asked the Town Manager, Sean O’Keefe, what it would cost the Town if it would lower the millage rate by 0.05 or by 0.10. Mr. O’Keefe stated that it would cost the Town \$10,677 to lower the millage rate by 0.05 and it would cost the Town \$21,354 if it wanted to lower the millage rate by 0.10.

Mayor MacFarlane stated that, with all ongoing projects and costs that the Town was incurring, she thought the millage rate should stay at 7.50 and that the Town should look at lowering it next year if possible. Mayor Pro Tem Gallelli stated that she agreed with the mayor.

Motion made by Councilor Miles to approve Resolution 2024-007, but to change the millage rate from 7.50 to 7.45. There was no second for this motion.

Motion made by Councilor Lannamañ to approve Resolution 2024-007, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; ADOPTING A TENTATIVE MILLAGE RATE OF 7.50 FOR THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA FOR AD VALOREM TAXES FOR FISCAL YEAR 2025; PROVIDING FOR AN EFFECTIVE DATE; seconded by Mayor Pro Tem Gallelli. Motion was approved by a roll call vote.

Voting

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

Nay: Councilor Miles

Councilor Miles stated that this was the second year in a row that he has tried to lower the Town’s millage rate by a small amount.

Mayor MacFarlane stated that there were projects, such as the \$50,000 spent on Peak Park, that have raised the cost to the Town and that, because of this, it was not the time to lower the Town’s millage rate. Councilor Lannamañ stated that she would support a lowering of the millage rate to the roll-back rate if the Town Council was able to watch its spending through the year.

Councilor Miles stated that he was not suggesting the Town go to the roll-back rate, but he did think that the Town priorities on spending were not focused correctly. The Town should not have spent \$500,000 on the Sara Maude Mason Nature Preserve Boardwalk project but should have spent that money on roads and water lines.

2. Consideration and Approval: **Resolution 2024-008 - Tentative Budget**

Mayor MacFarlane read Ordinance 2024-007 out loud by title only and the following statements:

RESOLUTION NO. 2024-008, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; ADOPTING A TENTATIVE BUDGET FOR THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA FOR FISCAL YEAR 2025 AND PROVIDING AN EFFECTIVE DATE.

- The Tentative Budget for the Town of Howey-in-the-Hills for Fiscal Year 2025 to be adopted by Fund Department is as follows:
 - General Fund in the amount of \$3,326,777.
 - Infrastructure fund in the amount of \$266,578.
 - Enterprise fund in the amount of \$6,812,737.
 - Police Pension Fund in the amount of \$198,423.
 - Police Advanced Training Fund in the amount of \$1,500.
 - Water Impact Fee Fund in the amount of \$15,750.
 - Parks & Rec Impact Fee Fund in the amount of \$257,100.
 - Police Impact Fee Fund in the amount of \$5,000.
 - Road Impact Fee Fund in the amount of \$1.
 - Wastewater Impact Fee Fund in the amount of \$1.
 - Stormwater Impact Fee Fund in the amount of \$1.
 - Building Services in the amount of \$106,500.
 - Tree Fund in the amount of \$1,000.
 - Total all Funds \$10,991,368.

Mayor MacFarlane opened Public Comment for this item only.

There were no public comments or questions.

Mayor MacFarlane closed Public Comment for this item.

Mayor MacFarlane opened Councilor Comment and Questions for this issue only.

Mayor Pro Tem Gallelli stated that she thought the following sentence in the resolution, “The Town Manager may advise the Town Council of possible excess revenues, or deductions in revenues, which may allow for additional appropriations, or require the reduction of appropriations, during the fiscal year,” the word “may” should be changed to “shall”.

Councilor Lannamañ was concerned about budget transfers and stated that she would like more communication. Mr. O’Keefe stated that all budget transfers are communicated through emails to the Town Councilors, and they have 10 days to respond and say that they would like the budget transfer to come before the Council and, if so, it becomes an item of business at the Council’s next meeting.

Motion made by Mayor Pro Tem Gallelli to approve Resolution 2024-008, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; ADOPTING A TENTATIVE BUDGET FOR THE TOWN OF HOWEY-IN-THE-HILLS, LAKE COUNTY, FLORIDA FOR FISCAL YEAR 2025 AND PROVIDING AN EFFECTIVE DATE, while changing the word “may” for “shall” in the sentence “The Town Manager may advise the Town Council of possible excess revenues, or deductions in revenues, which may allow for additional appropriations, or require the reduction of appropriations, during the fiscal year”; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

PUBLIC COMMENTS

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

None

ADJOURNMENT

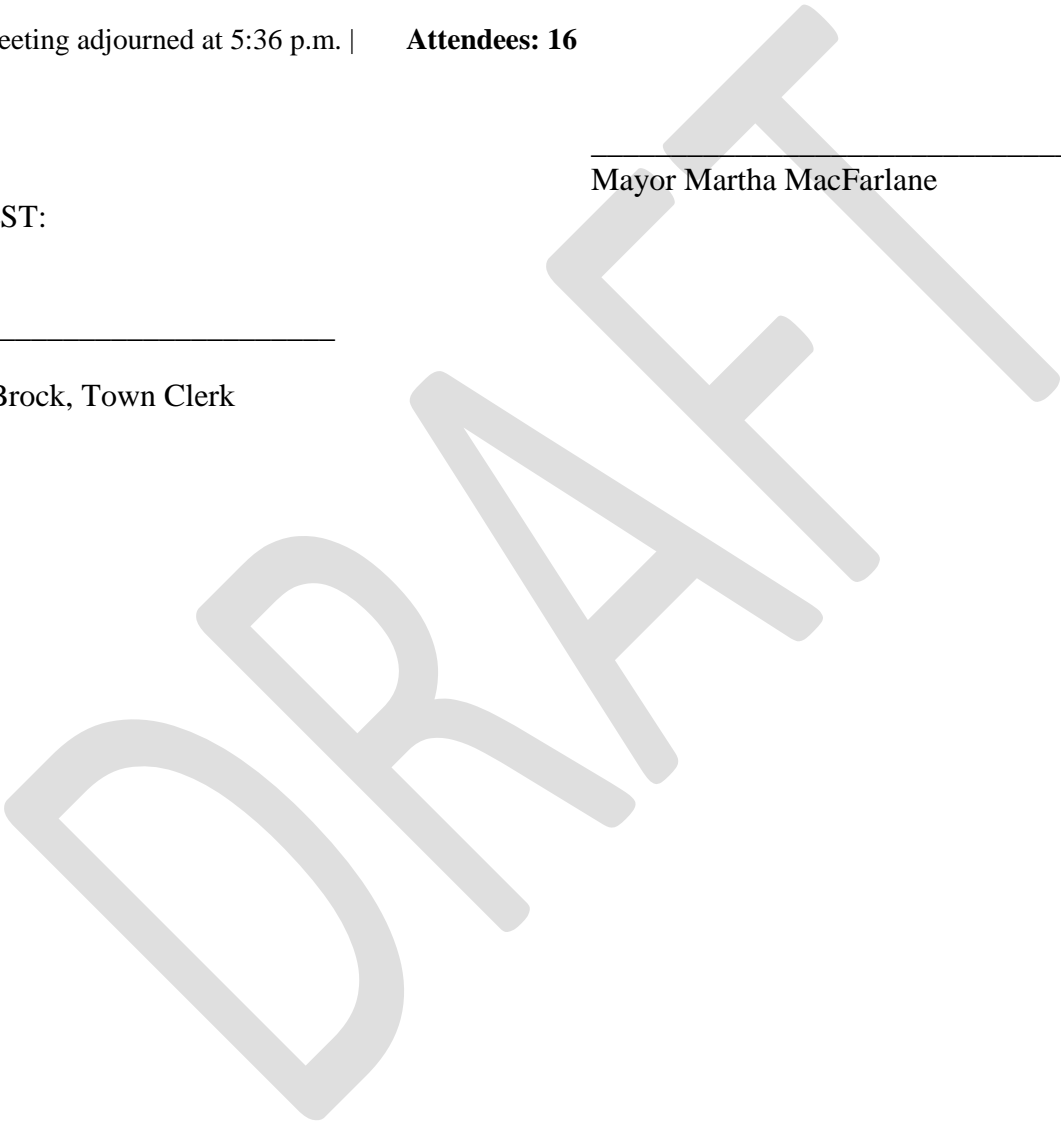
There being no further business to discuss, a motion was made by Councilor Miles to adjourn the meeting; Councilor Lannamañ seconded the motion. Motion was approved unanimously by voice vote.

The Meeting adjourned at 5:36 p.m. | **Attendees: 16**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk



**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CLERMONT;
THE CITY OF GROVELAND; THE CITY OF MINNEOLA,
AND UTILITIES, INC OF FLORIDA
FOR REGIONAL WATER SUPPLY PLANNING AND STRATEGIES**

THIS AGREEMENT is made and entered into by the City of Clermont, the City of Groveland, the City of Minneola, all municipal corporations organized under the laws of Florida and Utilities Inc. of Florida, a Florida corporation (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties hereto, have determined that it is in the best interest to take a collaborative approach to resolving collective current and future water resource demands in South Lake County; and

WHEREAS, the Parties hereto wish to create a fact-finding committee for purposes of exploring and identifying cost effective and sustainable water resource systems for South Lake County through collaborative efforts and resource sharing among the parties, and through those efforts, to decrease the region's dependency on groundwater withdrawals and protect the Florida Aquifer.

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

- 1) **Recitals.** The foregoing recitals are true and correct and incorporated herein.
- 2) **Purpose.** The purpose of this Agreement is to create a committee for purposes of exploring, investigating and identifying projects that promote non-traditional/alternative water supplies and develop impact mitigation strategies to assist the parties in meeting their public water supply demands in South Lake County. The committee shall be known as the South Lake Regional Technical Advisory Committee (SLRTAC).
- 3) **Members.** Each party shall designate a staff member and an alternate to serve on the SLRTAC. Each party shall provide, in writing, the names, addresses, phone numbers, fax numbers, and e-mail addresses of its representatives to the other parties. Nothing herein or any action taken by this collaborative committee shall create or be deemed or interpreted to create any partnership, JV, or any other legal theory or claim that would render any party responsible for any actions taken or not taken or costs incurred or damages or liabilities arising from any action or omission by another party to this Agreement.
- 4) **Meetings.** SLRTAC shall hold regular scheduled meetings, no less than quarterly, at a time and place to be designated. At its first meeting and annually thereafter, SLRTAC shall elect from its members a Chairman and Vice Chairman for one-year terms. The Chairman position shall rotate annually and shall be held by each of the parties’ representative before any party’s representative can be elected to a second term.

- 5) **Advisory Fact Finding Committee.** Consistent with the established purpose of SLRTAC each party is encouraged to assign staff members to the committee who have an operational knowledge of and familiarity with their utility systems. The committee will have the limited authority to meet, identify, discuss, and review possible projects including, but not limited to, exploring, investigating, developing and planning, strategies for projects which advance and promote regional cooperative projects and other water resource initiatives. SLRTAC shall have no final decision making or binding authority with regard to the entities that are a party hereto. Each committee member will be responsible for reporting and presenting to his or her respective governing body or President on a regular and as needed basis, the activities and projects considered, explored, investigated and/or developed by SLRTAC. No action of SLRTAC shall be deemed final or binding in any manner on the parties until such time, if at all, the action is approved by the respective governing body or President of the respective party to which it would apply.
- 6) **Potential Projects.** The Parties agree that SLRTAC will work collectively to explore and develop regional water supply projects, alternative water supply, mitigation strategies and infrastructure interconnects and needs. Potential projects listed below are not meant to exclude additional or more cost effective options:
- a) South Lake County Lower Floridan Aquifer Water Facilities – Distributed Model.
 - b) Additional Reclaimed Water to address Minimum Flows and Levels – Project Renew, Conserv II, other.
 - c) Shifting existing Upper Floridan Aquifer Wells to Lower Floridan Aquifer Wells.
 - d) Mitigation strategies to address Apsawa minimum flows and levels. - RIBs, stormwater diversion, etc.
 - e) A shared regional monitoring plan.
 - f) Alternative water supply elements that will be coordinated between the Parties to preclude competition and duplication.
 - g) Development of coordinated and consistent water conservation goals, plans, and elements. This Agreement does not obligate any of the Parties to share the cost (or to incur the cost) of hiring counsel, experts, or consultants in response to any challenges or denials.
- 7) **Non-Assignability.** This Agreement may not be assigned or otherwise transferred without the express written consent of all parties, except that UIF, may assign its obligations under this agreement to any wholly owned subsidiary of Corix Regulated Utilities (US), Inc. (f/k/a Utilities, Inc.), an Illinois corporation, without consent of the other parties.
- 8) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the formation of SLRTAC, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof, except as specifically set forth herein. This Agreement does not supplant, supersede, modify or amend any existing agreements. This Agreement does not supplant, supersede, modify or amend any applicable requirements of statutes or rules.

- 9) **Effective Date.** This Agreement shall become effective on the last date of formal execution by the Parties.
- 10) **Written Notice of Termination.** Any party of the Agreement may terminate their participation in this Agreement without cause by providing written notice to the other parties sixty (60) days prior to termination. The agreement shall remain in place for the remaining parties.
- 11) **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

CITY OF CLERMONT
 Clermont City Manager
 685 W. Montrose St., 3rd Floor
 Clermont, FL 34711

CITY OF MINNEOLA
 Minneola City Manager
 800 N. U.S. Hwy. 27
 Minneola, FL 34715

CITY OF GROVELAND
 Groveland City Manager
 156 South Lake Ave.
 Groveland, FL 34736

UTILITIES, INC OF FLORIDA
 President
 200 Weathersfield Avenue
 Altamonte Springs, FL 32714

- 12) **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.
- 13) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions so long as the Parties' material objectives can be implanted with the remaining provisions.
- 14) **Modification.** No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS HERETO, the Parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed as of the dates set forth below.

~~IN WITNESS HERETO, the Parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed as of the dates set forth below.~~

~~CITY OF GROVELAND~~

~~Evelyn Wilson
Evelyn Wilson, Mayor
This 3rd day of February, 2019~~

~~Attest: Virginia Wright
Virginia Wright, City Clerk~~

~~Approved as to form and legality:~~

~~Anita Geraci-Carver
Anita Geraci-Carver, City Attorney~~

CITY OF CLERMONT

Gail Ash
Gail Ash, Mayor
This 25 day of February, 2020

Attest: Tracy Ackroyd
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris
Daniel F. Mantzaris, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF GROVELAND

Attest:

Evelyn Wilson
Evelyn Wilson, Mayor

Virginia Wright
Virginia Wright, City Clerk

This 18th day of February, 2020

Approved as to form and legality:


Anita Geraci Carver
Anita Geraci Carver, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

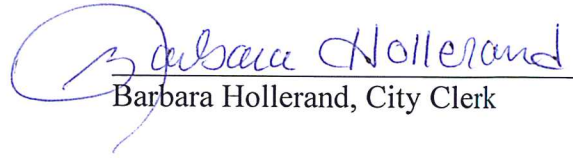


CITY OF MINNEOLA

Attest:



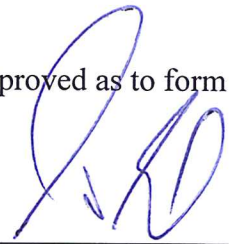
Pat Kelley, Mayor



Barbara Hollerand, City Clerk

This 18th day of February, 2020

Approved as to form and legality:



Scott Gerken, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

UTILITIES INC. OF FLORIDA

Witness:

Gary Rudkin
Gary Rudkin, President

Bryan K. Gongre
Witness Signature

Bryan K. Gongre
Witness Printed Name

This 28th day of February, 2020

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CLERMONT;
THE CITY OF GROVELAND; THE CITY OF MINNEOLA,
AND SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF
FLORIDA)
FOR REGIONAL WATER SUPPLY PLANNING AND STRATEGIES
(ADDING CITY OF MASCOTTE AS PARTY)**

This Amendment is to that certain Interlocal Agreement dated February 28, 2020, (the Agreement) between the CITY OF CLERMONT, THE CITY OF GROVELAND, THE CITY OF MINNEOLA and SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF FLORIDA). The parties, in exchange for the mutual covenants contained herein and, in the Agreement, agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.

2. The Agreement is hereby amended to include the City of Mascotte, Florida as a full party thereto with all rights, entitlements and obligations contained therein.

3. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

4. This Amendment shall take effect as of the last date of formal execution by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum for the purposes herein expressed on the dates set forth below.

CITY OF GROVELAND

Evelyn Wilson
Evelyn Wilson, Mayor
This 21 day of June, 2022

Attest:
Virginia Wright
Virginia Wright, City Clerk

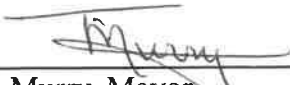
Approved as to form and legality:

Anita Geraci Carver
Anita Geraci Carver, City Attorney

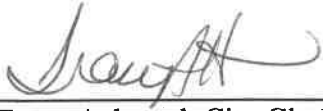
{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF CLERMONT

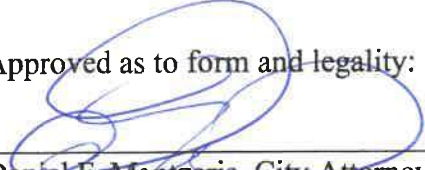
Attest:



Tim Murry, Mayor
This 14 day of June, 2022



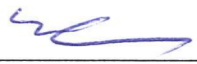
Tracy Ackroyd, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

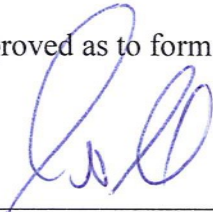
CITY OF MINNEOLA



Pat Kelley, Mayor

This 17 day of may, 2022

Approved as to form and legality:



Scott Gerken, City Attorney

Attest:



Kristine Thompson, City Clerk



{Rest of Page Intentionally Blank; Signatures Continued on Next Page}


CITY OF MASCOTTE



Steven Sheffield, Mayor

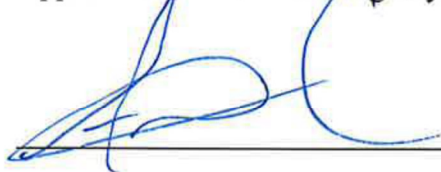
This 7 day of June, 2022

Attest:



Stephanie Abrams, City Clerk

Approved as to form and legality:



Andrew J. Hand, City Attorney



SUNSHINE WATER SERVICES COMPANY

Gary Rudkin

Gary Rudkin _____, President

This 3 day of May, 2022

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GROVELAND; THE CITY OF MINNEOLA; THE CITY OF
CLERMONT; THE CITY OF MASCOTTE
AND SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF
FLORIDA)
FOR RETENTION OF OVERSIGHT CONSULTANT**

THIS AGREEMENT is made and entered into by the City of Groveland, the City of Minneola, the City of Clermont, the City of Mascotte, all municipal corporations organized under the laws of Florida and Sunshine Water Services Company (f/k/a Utilities, Inc. of Florida), a Florida corporation (collectively, the “Parties”).

RECITALS

WHEREAS, the St. Johns River Water Management District, the South Florida Water Management District and the Southwest Water Management District are studying whether the Florida Aquifer system is reaching its sustainable limits of use and exploring the need to develop alternative and supplemental sources of water through a collaborative effort called the Central Florida Water Initiative (CFWI); and

WHEREAS, the Cities of Groveland, Minneola, Mascotte, and Clermont as well as Sunshine Water Services Company (SWSC) have been participating in the South Lake Regional Technical Advisory Committee (SLRTAC) which fosters a cooperative approach to resolving south Lake County’s collective current and future water resource demands; and

WHEREAS, the Parties hereto, have determined that it is in the best interest to take a collaborative approach and resource sharing among the Parties, and through those efforts, to decrease the region's dependency on groundwater withdrawals and protect the Florida Aquifer.

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the Parties hereto agree as follows:

- 1) **Recitals**. The foregoing recitals are true and correct and incorporated herein.
- 2) **Purpose**. The purpose of this Agreement is for the Parties to pool resources in order to procure the services of a consultant (the “Oversight Consultant”) to oversee the meetings and efforts of the South Lake Regional Technical Advisory Committee (SLRTAC) including exploring, investigating and identifying projects that promote non-traditional/alternative water supplies and develop impact mitigation strategies to assist the Parties in meeting their public water supply demands in south Lake County and to perform the Scope of Services set forth in Exhibit “A”, attached hereto and incorporated herein.
- 3) **Retention and Funding of an Oversight Consultant**. The Parties hereby appoint the City of Groveland to procure and retain the services of an Oversight Consultant to fulfill the Scope of Services contained in Exhibit “A” attached hereto and incorporated herein. The selection of the Oversight Consultant shall be subject to approval by the party representatives listed in the Notice section of this Agreement.

- a) **Cost of Services and Funding.** The cost of services for the Oversight Consultant is estimated at approximately thirty thousand dollars (\$30,000) per year. Each party shall pay its equal share, estimated to be six thousand dollars (\$6,000), annually toward the cost of the Oversight Consultant. Each party agrees to pay its applicable share as provided in this Agreement.
- b) **Retention of Oversight Consultant.**
- i) The City of Groveland shall negotiate an agreement with the selected Oversight Consultant to perform the tasks and services included in the Scope of Services described in Exhibit "A". The agreement shall include provisions that the Oversight Consultant shall submit invoices for payment no more frequently than once every thirty (30) days during the term of the agreement. Upon approval of an agreement between the City of Groveland and the Oversight Consultant, the City of Groveland shall provide written notice of the same to the Parties. Within thirty (30) days of the receipt of notice from the City of Groveland, each party shall make a one-time, lump sum payment to the City of Groveland in their allotted amount of the estimated cost set forth above, for the City of Groveland to draw upon after contributing its allotted amount, in compensating the Oversight Consultant for service.
 - ii) If the City of Groveland wishes to terminate its contract with the Oversight Consultant, prior to such action, the City of Groveland shall obtain approval of the proposed termination from a majority of the Parties to this agreement. Except for termination for cause, the Parties agree that the Oversight Consultant shall be paid for work completed and accepted by the City of Groveland prior to termination.
 - iii) In the event the term of this Agreement is extended as provided in paragraph 4 of this Agreement, for each annual extension period, and within thirty (30) days of the receipt of notice from the City of Groveland, each party shall make a one-time, lump sum payment to the City of Groveland in their allotted amount of the estimated cost for the then impending year which shall be used by the City of Groveland to draw upon after contributing its allotted amount in compensating the Oversight Consultant for service.
- 4) **Term of Agreement.** This Agreement shall become effective upon execution of all Parties and shall continue for a period of twelve (12) months, unless terminated as provided in Section 5. The term may be extended annually by mutual written consent of the Parties for up to 5 years.
- 5) **Termination.**
- a) Any party to this Agreement may terminate its participation in the Agreement without cause by providing written notice to the other Parties no less than sixty (60) days prior to termination. A party who terminates shall not be entitled to a refund of any funds paid. The Agreement shall remain in place for the remaining Parties.
 - b) Additionally, upon the mutual agreement of all Parties, the Parties shall have the right to terminate this Agreement, for any reason. The effective date of the termination shall be on

the date the written termination is last signed by a party. Upon such termination the City of Groveland shall immediately notify the Oversight Consultant. In the event of termination which is not due to a default by Oversight Consultant, the Parties agree the Oversight Consultant shall be paid for work completed prior to termination.

6) **Non-Assignability.** This Agreement may not be assigned without the express written consent of all Parties, except that UIF, may assign its obligations under this agreement to any wholly owned subsidiary of Corix Regulated Utilities (US) Inc. (f/k/a Utilities, Inc.), an Illinois corporation, without consent of the other Parties.

7) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the retention of an Oversight Consultant for the SLRTAC, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof, except as specifically set forth herein. This Agreement does not supplant, supersede, modify or amend any existing agreements. This Agreement does not supplant, supersede, modify or amend any applicable requirements of statutes or rules.

8) **Effective Date.** This Agreement shall become effective on the last date of formal execution by the Parties.

9) **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

CITY OF CLERMONT
Clermont City Manager
685 W. Montrose St., 3rd Floor
Clermont, FL 34711

CITY OF MINNEOLA
Minneola City Manager
800 N. U.S. Hwy. 27
Minneola, FL 34715

CITY OF GROVELAND
Groveland City Manager
156 South Lake Ave.
Groveland, FL 34736

SUNSHINE WATER SERVICES COMPANY
President
200 Weathersfield Avenue
Altamonte Springs, FL 32714

CITY OF MASCOTTE
Mascotte City Manager
100 E Myers Blvd
Mascotte, FL 34753

10) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the

remaining provisions so long as the Parties' material objectives can be implanted with the remaining provisions.

11) **Modification**. No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed by all Parties with the same formality and of equal dignity herewith.

12) **Public Records**. Each party understands and acknowledges Florida's public records law and shall comply as required by the provisions of Section 119.0701, Florida Statutes.

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

IN WITNESS HERETO, the Parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed as of the dates set forth below.

CITY OF GROVELAND

Evelyn Wilson
Evelyn Wilson, Mayor
This 21st day of June, 2022

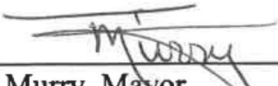
Attest:
Virginia Wright
Virginia Wright, City Clerk

Approved as to form and legality:
Anita Geraci Carver
Anita Geraci Carver, City Attorney

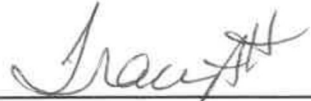
{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF CLERMONT

Attest:

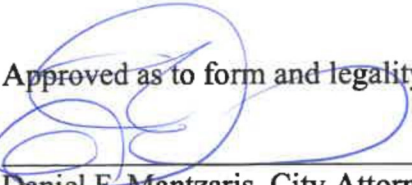


Tim Murry, Mayor
This 14 day of June, 2022



Tracy Ackroyd, City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}


CITY OF MINNEOLA



Pat Kelley, Mayor

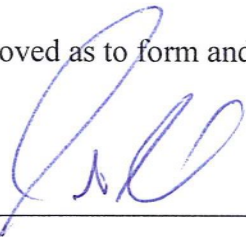
This 17 day of may, 2022

Attest:



Kristine Thompson, City Clerk

Approved as to form and legality:



Scott Gerken, City Attorney



{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

SUNSHINE WATER SERVICES COMPANY

Gary Rudkin

Gary Rudkin _____, President

This 13 day of May _____, 2022

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF MASCOTTE
Steven Sheffield

Steven Sheffield, Mayor

This 7 day of June, 2022

Attest:
Stephanie Abrams

Stephanie Abrams, City Clerk



Approved as to form and legality:
Andrew J. Hand

Andrew J. Hand, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GROVELAND; THE CITY OF MINNEOLA; THE CITY OF
CLERMONT; THE CITY OF MASCOTTE
AND SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF
FLORIDA)
FOR RETENTION OF OVERSIGHT CONSULTANT
(ADDING TOWN OF HOWEY-IN-THE-HILLS AS PARTY)**

This Amendment is to that certain Interlocal Agreement dated June 21, 2022, (the Agreement) between the CITY OF GROVELAND, THE CITY OF MINNEOLA, THE CITY OF CLERMONT, THE CITY OF MASCOTTE AND SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF FLORIDA). The parties, in exchange for the mutual covenants contained herein and, in the Agreement, agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.

2. The Agreement is hereby amended to include the Town of Howey-in-the-Hills, Florida as a full party thereto with all rights, entitlements and obligations contained therein. Each party shall pay its equal share, estimated to be five thousand dollars (\$5,000), annually toward the cost of the Oversight Consultant.

3. Section 9 of the Agreement is hereby amended to add the following:

TOWN OF HOWEY-IN-THE-HILLS

Town City Manager
101 N. Palm Ave
Howey-in-the-Hills, FL 34737

4. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

5. This Amendment shall take effect as of the last date of formal execution by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum for the purposes herein expressed on the dates set forth below.

CITY OF GROVELAND

Attest:

Evelyn Wilson, Mayor
This _____ day of _____, 2024

Virginia Wright, City Clerk

Approved as to form and legality:

Anita Geraci Carver, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF CLERMONT

Attest:

Tim Murry, Mayor
This _____ day of _____, 2024

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF MINNEOLA

Attest:

Pat Kelley, Mayor

April Sheppard, City Clerk

This ____ day of _____, 2024

Approved as to form and legality:

Scott Gerkin, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF MASCOTTE

Attest:

Steven Sheffield, Mayor

Stephanie Abrams, City Clerk

This ____ day of _____, 2024

Approved as to form and legality:

Andrew J. Hand, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

SUNSHINE WATER SERVICES COMPANY

_____, President

This ___ day of _____, 2024

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

TOWN OF HOWEY-IN-THE HILLS

Attest:

Martha MacFarlane, Mayor

John Brock, Town Clerk

This ____ day of _____, 2024

Approved as to form and legality:

Tom Wilkes, Town Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GROVELAND; THE CITY OF MINNEOLA; THE CITY OF
CLERMONT; THE CITY OF MASCOTTE
AND SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF
FLORIDA)
FOR REGIONAL WATER SUPPLY PLANNING AND STRATEGIES
(ADDING TOWN OF HOWEY-IN-THE-HILLS AS PARTY)**

This Amendment is to that certain Interlocal Agreement (the Agreement) dated February 28, 2020 and First Amendment to the Interlocal Agreement dated June 21, 2022, between the CITY OF GROVELAND, THE CITY OF MINNEOLA, THE CITY OF CLERMONT, THE CITY OF MASCOTTE AND SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF FLORIDA). The parties, in exchange for the mutual covenants contained herein and, in the Agreement, agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail.
2. The Agreement is hereby amended to include the Howey-in-the-Hills, Florida as a full party thereto with all rights, entitlements and obligations contained therein.
3. Section 11 of the Agreement is hereby amended to add the following:

TOWN OF HOWEY-IN-THE-HILLS
Town City Manager
101 N. Palm Ave
Howey-in-the-Hills, FL 34737
4. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.
5. This Amendment shall take effect as of the last date of formal execution by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum for the purposes herein expressed on the dates set forth below.

CITY OF GROVELAND

Attest:

Evelyn Wilson, Mayor

Virginia Wright, City Clerk

This _____ day of _____, 2024

Approved as to form and legality:

Anita Geraci Carver, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF CLERMONT

Attest:

Tim Murry, Mayor

Tracy Ackroyd, City Clerk

This _____ day of _____, 2024

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF MINNEOLA

Attest:

Pat Kelley, Mayor

Kristine Thompson, City Clerk

This ____ day of _____, 2024

Approved as to form and legality:

Scott Gerkin, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

CITY OF MASCOTTE

Attest:

Steven Sheffield, Mayor

Stephanie Abrams, City Clerk

This ____ day of _____, 2024

Approved as to form and legality:

Andrew J. Hand, City Attorney

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

SUNSHINE WATER SERVICES COMPANY

_____, President

This ___ day of _____, 2024

{Rest of Page Intentionally Blank; Signatures Continued on Next Page}

TOWN OF HOWEY-IN-THE HILLS

Attest:

Martha MacFarlane, Mayor

John Brock, Town Clerk

This ____ day of _____, 2024

Approved as to form and legality:

Tom Wilkes, Town Attorney

PREPARED BY AND RETURN TO:

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

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

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

Cedar Creek Project

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

PREMISES

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

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

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

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

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

ACCORDINGLY, the parties agree as follows:

SECTION 1. PREMISES.

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

SECTION 2. REPRESENTATION OF OWNERSHIP.

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

SECTION 3. AUTHORITY.

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

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

ANNEXATION

SECTION 4. PETITION AND CONSENT TO ANNEXATION.

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

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

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

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

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

SECTION 5. UTILITY SERVICE AREA OF TOWN.

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

POTABLE-WATER UTILITY SERVICE

SECTION 6. TOWN TO PROVIDE POTABLE-WATER SERVICE

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

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

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

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

The Owner’s right to connect the Property to the Town’s water and wastewater utilities is conditioned on the Owner:

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

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

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

SECTION 8. INSTALLATION OF UTILITY IMPROVEMENTS

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

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

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

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

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

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

From time to time the Town may inspect the construction and installation of the water-utility improvements to ensure compliance with the approved plans and specifications and shall retain the power of final approval of all work and

materials. In connection with its inspections the Town does not accept and shall not be assigned liability of any type or nature.

SECTION 11. TESTING DURING AND AFTER CONSTRUCTION.

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

SECTION 12. CONVEYANCE OF EASEMENTS AND IMPROVEMENTS.

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

SECTION 13. INSTRUMENTS OF CONVEYANCE OF UTILITY IMPROVEMENTS.

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

SECTION 14. ADDITIONAL DOCUMENTS TO BE PROVIDED BY OWNER.

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

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

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

SECTION 15. CONNECTIONS SUBJECT TO RATES AND FEES.

All connections to the Town's water and wastewater utilities shall be subject to the continuing operating rules and regulations of the Town, including without limitation the periodic payment of water and wastewater charges and fees, as provided in the Town's rate schedules, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the Town for water and wastewater service shall be in accordance with its rate schedules, which are subject to change from time-to-time.

SECTION 16. OWNER TO OBTAIN PERMITS.

The Owner shall obtain, at ~~not~~ **no** cost to the Town, all governmental approvals, inspections, certificates, licenses and permits necessary for the design, routing, construction, connection and use of the water utilities to be installed under this Agreement. The Town shall render assistance to the Owner in obtaining these approvals, licenses and permits if and as requested and as would be customary practice for a utility provider.

SECTION 17. SERVICING OTHER PROPERTIES.

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

increase the size or capacity of water- or wastewater-utility improvements to be installed by Owner under this Agreement in order to serve other properties, the Town shall reimburse Owner the increased cost incurred resulting from the increase in capacity of such improvements.

WASTEWATER UTILITY SERVICE

Non Applicable at this time
[*to be added*]

MISCELLANEOUS PROVISIONS

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

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

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

SECTION 21. DISPUTES.

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

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

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

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

exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

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

SECTION 22. ASSIGNMENT.

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

SECTION 24. NOTICE; PROPER FORM.

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

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

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

AS TO OWNER: _____

SECTION 25. TIME OF THE ESSENCE.

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

SECTION 26. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations, whether verbal or written. This Agreement may not be amended except by a writing executed by

both parties hereto in a manner equal in dignity to the execution of this Agreement and with such writing approved by vote of the Town Council. Documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, and plans and specifications for the utility facilities as and when approved and filed with the Town are hereby incorporated herein by reference.

SECTION 27. BINDING EFFECT.

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

SECTION 28. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

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

SECTION 29. REIMBURSEMENT OF TOWN EXPENDITURES.

The parties expressly agree that this Agreement is entered into by the parties at the request and for the benefit of the Owner in the pursuit of its development business. The Town has incurred and will incur substantial expenses that, but for its accommodation of the Owner’s business interests, the Town would not incur. To avoid those expenses in effect being paid by the general body of Town taxpayers, the Owner must reimburse the Town for all its expenses incurred directly in the drafting, negotiation, and administration of this Agreement, including its review of engineering plans and specifications and its inspection of construction and

installation of utility improvements hereunder. The reimbursement shall be paid by the Owner no later than 30 days after its receipt of an invoice from the Town, showing reasonable itemization of the expenses incurred by the Town and receipts verifying the expenses.

[SIGNATURE PAGES FOLLOW]

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

BLUE SKY CAPITAL GROUP, LLC

by: _____
Print: _____
Title: _____

ATTEST:

Print: _____
Witness: _____

Print: _____
Witness: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF _____)

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

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

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

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

by: its Town Council

by: _____
Hon. Martha MacFarlane, Mayor

ATTEST:

John Brock, Town Clerk

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

Thomas J. Wilkes, Town Attorney

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF LAKE)

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

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

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

(Affix Notary Seal)

Notary Public; State of Florida
Print Name: _____

EXHIBIT A
THE PROPERTY

[insert legal description]

#61174534 v1



Date: September 9, 2024

To: Mayor and Town Council

From: Sean O’Keefe, Town Manager

Re: Discussion: **N. Citrus Ave. Reconstruction Project**

Summary:

April - August 2023: Working with Town staff, County Staff did discovery work and prepared the documentation for the right-of-way donation request. At the end of August, the Lake County Board of County Commissioners approved the execution of a County Deed and Resolution donating right-of-way to Howey-in-the-Hills.

October 2023: Easement documents obtained from Lake County, allowing for Town to begin surveying work.

October-December 2023: Discussions with Town Engineer, staff, and property owners for the four properties north of Citrus/Camellia were held in order to prepare surveying request.

January - April 2024: Rogers Surveying did initial work for Griffey Engineering.

May 2024: Griffey Engineering submitted initial design for Citrus Ave. to Public Works for review.

June 2024: After review of engineer’s design with Town staff, further meetings with property owners were held. Revised engineering designs were created.

July 2024: George F. Young Surveying met with Town Engineer and Staff. Town Attorney’s office researched Owner’s and Encumbrance Report Title Orders for surveyor. Follow-up meetings with property owners were held.

Current and Next Steps

Town Engineer Don Griffey has submitted access permit applications to the Florida Department of Transportation (FDOT) for Highway 19. Griffey has also submitted for a permit from DEP for water main abandonment and replacement. Griffey expects to receive approval for these no later than early October. (The Town does not need a SJRWMD permit for stormwater because it is an existing road.)

The surveying company of George F. Young is actively working on replatting four parcels on the north side of Citrus/Camellia intersection. In addition to the Mylars, the surveyor needs to submit sketches and descriptions for the three lots on the east side of Citrus. Fieldwork is completed, with expected delivery of work Sept. 16-20. Revisions based on property owners’ input at this point may be necessary, and could be three or four rounds of revisions with the surveyor.

Subsequently, Town legal review of the final plat is needed, and the plat will require Town Council approval after the Development Review Committee (DRC) review. Per code, “the Town Attorney shall submit a report to the Town Council outlining the recommendations of the DRC, the Town surveyor, and the Town Attorney.” (Planning & Zoning board review is not required.)

Once all Right-of-Way (ROW) is legally obtained, the proposed contractor, Pacquette, can be scheduled to begin work. (The Public Works Director has solicited bids and confirmed Pacquette as the most cost-efficient contractor, but still requires Town Council approval.)



Date: September 9, 2024
To: Mayor and Town Council
From: Sean O’Keefe, Town Manager
Re: Consideration and Approval: **Deaccession of Town Inventory**

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

Summary:
 The Town has entered into an agreement with George Gideon Auctioneers, Inc., to auction off Town-owned items that are no longer needed. The deaccessioning or disposal of items requires Council approval, regardless of the value threshold.

Three (3) Howey Police Department vehicles have been determined by staff to be suitable for decommissioning. These vehicles are:

- Unit 2 – 2014 Chevrolet SUV VIN *****2441
- Unit 6 – 2014 Chevrolet SUV VIN *****3703
- Unit 8 – 2015 Chevrolet Tahoe VIN *****2656

Recommended Motions:
The Town Council has the following options:

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

Fiscal Impact:
 Although an exact amount of revenue is not able to be determined, several thousand dollars in revenue is anticipated.

Staff Recommendation:
 Staff recommends the deaccessioning through auction of the three vehicles.

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

On Monday, August 26, 2024, Town Councilors Mayor Martha MacFarlane, George Lehning and David Miles voted to enact and adopt Land Development Code (LDC) under Ordinance #2024-002 that, will stifle the development and growth to the Town of Howey in the Hills.

The rigorous edits of this LDC will place the Town of Howey further into financial concerns, due to the lack of revenue coming into the Town. As of this writing, the upcoming budget season 2024-2025 is already in shortfall. Continuing this posture will continually place the burden of ad valorem on the property owners of Howey and discourage commercial development from investing in the Town of Howey in the Hills.

The above Town Council meeting also contained an item on agenda seeking discussion and approval to procure a \$300,000 loan to pay for the project at Sara Maude. This loan became a requirement to pay for the project because the Town did not have fluid revenue to pay outright. This is another cause and effect of the Town spending funds in advance with anticipation of development(s) that eventually gets voted down or delayed. This lack of anticipated income has created a shortfall in the 2025 budget year.

Although the Town has approved projects to develop prior to Ordinance# 2024-002, three (3) need wastewater that the Town cannot provide independently. Between the rigorous LDC amendments and wastewater crisis, the sustainability and grow of the Town outlook is concerning...not only as a council member but as a taxpayer who resides in the Town. I also speak on behalf on many town residents that are concern with the future of Howey in the Hills.

Due to the Town's concerning financial conditions it was suggested by the Town Manager to raise the millage rate 1 point which would move from 7.50 to 8.50, placing the Town back into the highest milage rate in Lake County. Recent Lake County Assessor bills suggested a 6.96 milage rate that would save the taxpayers a considerable amount of money.

In conclusion, the rigors of Ordinance 2024-002 will impact the town in a negative and unsustainable way. It also gives the incoming Council and future Councils cycles of deficit budget issues, especially with four (4) Councilor and Town Manager in agreement to execute a \$300,000 loan that must be paid within five (5) years.

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

For the record, I am the only **dissenting vote against this loan**. It does not make good fiscal sense given the current unstable situation for Howey in the Hills Town government. There are many components in LDC Ordinance #2024-002 that discourage will development and does not consider nor speak to future generations, sustainability, or growth for young families. Statistics shows that the Town’s median population age is **50 years**¹ This indicates an aging population that, receives fixed incomes or soon to retire, not active young families and/or working professionals.

Based on recommendations from Town Planner, Planning & Zoning Committee of which I agree with many of the suggested changes in Land Development Code Ordinance #2024-002 to be brought before the Council for discussion, edits and approval. The following suggested changes will benefit the town now and in the future:

1. The minimum square footage for a two-car garage in all zoning districts should remain at 400 square feet rather than the proposed 440 square feet.
 1. **The average garage size for a two-car garage is 18’wide by 20’ feet long = 360 sq.**
 2. **The smallest one-car garage is typically no less than 180 SF.**
 3. **440 SF garage is not average build-out sizing for mass builders. The 440 SF garage will discourage development greatly, in that the average builder will most likely reject specialty garage size to conform to the now current LDC. A 400 square foot garage is sufficient. Anyone desiring a larger garage space could build a home with three-car garages with quality homebuilders.**

2. Minimum dwelling unit area in MDR-1 Medium Density Residential should remain at:
 1. **Minimum square footage of principal dwelling on SF detached homes 1,700 square feet. 1,700 square feet is an average size home for individuals who are downsizing or desire a smaller**

¹ Florida Demographics www.florida-demographics.com

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

home. The size is usually the starter homes and 55+ communities.

2. **Maximum of 4 dwelling units per acre instead of 3.**
3. Minimum dwelling unit area in MDR-2 Medium Density Residential should remain at 1,200 square feet.
 1. 1,400 square feet is recommended for MDR-2. This is an attractive sized home for individuals desiring to have a comfortable sized home on a larger lot.
4. Minimum dwelling unit area in SFR Single Family Residential should remain at 1,800 square feet.
 1. 1,800 minimum is excellent for families with children built on 10,890 SF (.25 acre) property.
5. Side setback for corner yards in MDR-1 should remain at 12.5 feet.
 1. Recommend side setbacks for corner yards to 13.5 feet. This gives sufficient space on .25 type lots and reduces the number of variances submitted to P&Z that eventually get forwarded to Council.
6. Side yard setback for corner yards in MDR-2 should remain at 12.5 feet.
 1. Recommend side setbacks for corner yards to 13.5 feet. This gives sufficient space on .25 type lots and reduces the number of variances submitted to P&Z that eventually get forwarded to Council.
7. Proposed lot size and lot width in MDR-2 should remain as proposed, provided a grandfather provision is included which allows all properties currently zoned MDR- 2 to retain the current dimensional requirements and setbacks. A list of all affected parcels needs to be compiled to clearly identify the eligible parcels.

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

1. The proposed size and lot width in MDR-2 should be 75x 120 (10,890 sq.ft. or .25 acre). This minimum lot size will not only fit well with most of the Town's aesthetics but will give appropriate space for pools installs, sheds, and other yard structures on lot. Thus, minimizing or eliminating a high number of variance request.
8. Front yard setback has been increased from 25 to 30 feet
Corner lot side yard has been increased from 12.5 feet to 20 feet.
 1. This is not a good plan for new PUD development. The average front yard setback is 25'
 2. Corner side yard increase by 7.5 ft from 12.5 feet to 20 feet needs more discussion as to the why is this necessary.
 9. Amendments to Section 8.05.04 E regarding the requirements that potable water not be used for irrigation are clarified and should be included in the ordinance.
 1. This is not only confusing, but conflicts with the Town of Howey's current issue of installing 2-meter water system in both Venezia and Talichet subdivision knowing the Town did not have reclaim water to offer. The north and south ends of town uses potable water for irrigation. The only development that has and utilize reclaimed water Mission Inn.
 2. New development should use non-potable water sources for irrigation, if possible. The use of potable water shall be permitted if no other source is available.
 3. This provision should apply to the historic (older section) of Howey as well. Their use of water affects the CUP set forth for the Town by St Johns Water Authority. Meter box for reclaim water should be installed on all homes by 2030

2.02.14 Planned Unit Development (PUD)

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

Opinion:

Purpose of PUDs are intended to provide a method by which proposals for a unique zoning district which are not provided for or allowed in certain zones of a township. There are good reasons that a planned unit development is good for any township for revenue growth, stability, and a need to expand infrastructure which can be costly to the Town and its residence if paid through residential ad valorem alone. This community type attracts commercial development, which brings value and larger tax revenue. Through the multi-tier collection revenue, a township can offer quality services, while have appropriate funds to repair, replace and/or renew its infrastructure. Without viable, sustainable income, a town the size of Howey becomes vulnerable to an uncertain and untenable future. Therefore, it is proposed that:

1. The maximum density of four (4) dwelling units per acre. This proposed density would reset to the Ordinance #2011-009 and compliment the language for MDR-2 of minimum lot size of 10,890 SF or .25 acre per lot.
2. The maximum building size in a PUD should remain at 30,000 square feet. The average clubhouse/amenity center is 18,000 SF that can accommodate a gymnasium, a small, medium and large room for classes and rentals. Anything larger than 30,000 SF should be granted an exception by the Town Council after a review.
3. Rear yard setback should be **15 feet instead of 25 ft**. This is sufficient for utilities and minimizing the need for variance.

Table 8.03.02 Roadway Classifications and Standards – Page 202

Opinion:

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

The proposed adjustments in this table to widen local roads and eliminate local roads (typical residential street) data in its entirety is not in the best interest of the town fiscally. Eliminating “swales” for instance is not conducive for stormwater management. Swales are open channels that collect and transport stormwater runoff streets and sidewalks.

They help to reduce flooding by controlling the velocity of stormwater runoff and allowing it to infiltrate into the ground. Eliminating the “8 feet” grassed utility strip and curb seem to take aim at subdivisions specific with an intended purpose to discriminate against this population of residents.

The grid that speaks to “local roads (with on-street parking)” is specific to in Town of Howey where on-street parking is allowed. Both current subdivisions, namely Venezia and Talichet has “no overnight parking allowed” in its Articles and Declarations. The Town’s LDC ideology does not speak to Homeowner Association (HOA) Declaration and Articles, which usually are a component of Planned Unit Developments (PUDs).

Before this decision and vote on this section took place, the Town’s Public Works Director and/or staff should have been a part of this conversation.

In addition to the above, expanding the local roads needs further review, discussion and possible adjustment(s), due to the cost to the Town in future for repaving and maintenance of the roads.

The following tabled areas needs re-evaluation, discussion and re-vote:

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

Street Type	Min R_O_W Width	Lane Width excl. of Curbs	# of Lanes	Median Width incl. Curb	Grassed Utility Strip and Curb (each side)	Drainage Structures	Sidewalk and Bike Lane (each side)
Local Roads (typical residential street)	50 feet	24 feet of pavement	2	None Required	8 feet	Curb and Gutter (Swales possible for larger lot subdivisions)	5-foot sidewalk; no bike lane required (GL)
Local Roads (with on-street parking)	50-60 feet	22 feet of pavement with 8-foot wide on-street parking on <u>one side</u> both sides	2	None Required	5 feet	Curb and Gutter	5-foot sidewalk; no bike lane

8.04.05 Stacking Area for Various Drive-Through Facilities – Page 208

This section conflicts with **Plan Unit Development, pg. 61, line 7**

8.05.01.3 Sanitary Sewer System

Each new residential subdivision and each new dwelling unit must connect both to the Town’s wastewater collection and transmission facilities and to the Town’s reclaimed-water system for irrigation where the new subdivision or dwelling unit lies within 300 linear feet of a wastewater force or gravity main and/or a reclaimed-water transmission line.

This section should be applicable to all areas of the Town who are currently on septic systems. The Town must move forward with moving as many residents as possible off septic, especially homes directly off the lake.

Over the years and decades, septic systems leak raw sewage causing pollution and other toxic waste into this natural conservation that will eventually alert Department of Environmental Protection (DEP) that will demand the Town to inspect and remedy the continual use of septic tanks on residential property. The disadvantages

Town of Howey in the Hills - Rebuttal to Land Development Code 2024

of septic tanks require regular maintenance, groundwater contamination, and can only handle a limited amount of wastewater each day. For this reason, a conscious plan to get as many homes as possible off septic tanks is important.

In conclusion, this document come to be known as Land Development Code Ordinance 2024-002, still required review and work that reflects the best interest for the Town in its entirety. Many of the changes, edits, that has now become a rule book for development is not as objective as it should be.

Many components of the LDC were set forth from a subjective perspective, incorporating ideas from both the Planning & Zoning Committee; as well as members of the Council to discourage development and sustainability for the Town of Howey-in-the-Hills.

Respectfully Submitted for review and placed back on the agenda for discussion.

Dr. René D. Lannaman
Town of Howey in the Hills
Councilor, Seat 1



MEMO

To: Town Council

CC:

From: John Brock, Town Clerk

RE: July 2024 Month-End Town Hall Report

Date: 09/03/2024

Utility Billing:

Top Utility Bill Bad Debt for August 2024

account	last_payment_amount	last_payment_date	comments	current_charges	past_due_amount	service_address
0285-00	\$310.31	08/02/23	Disconnected for non-payment. Water meter is locked. Will Lien. House is empty.	\$55.99	\$668.94	504 E Mission Lane
0319-00	\$200.00	7/31/2024	Resident is making payments for the past due amount due to leak.	\$77.15	\$502.49	1009 N Hamlin Ave
0533-00	\$100.00	05/20/24	Disconnected for non payment. Remains locked. House for sale.	\$99.32	\$363.27	600 E Revels Road
0541-00	\$50.00	07/30/24	Partial payments being made. Phone #s on file not in service. Bank paying \$50 each month. House is empty. Will lien.	\$77.15	\$272.40	503 Camino Real Blvd
0239-00	\$100.00	08/27/24	Related to water leak 9/22, resident in assisted living, home is empty. Family making \$100 payments monthly. Property Liened and will be removed when paid. House is empty.	\$55.99	\$21.19	607 N Lakeshore Bld
0105-00	\$80.00	08/28/24	Working with resident. Resident made a partial payment 8/28/24.	\$82.88	\$97.01	107 E lakeview Ave
0404-00	\$147.57	7/24/2024	Working with resident. Promise to pay 8/30/24. Will lien. If not brought current.	\$77.15	\$86.62	706 Santa Cruz Lane

Building Permits:

Item 8.

PERMITS	TOTAL Q1	TOTAL Q2	TOTAL Q3	July 24	August 24	Sept 24	TOTAL Q4
Talichet - SFR	1	0	0	0	0		0
Venezia TH SFR	16	17	17	8	0		8
Independent - SFR	0	1	1	0	0		0
Bldg Com. (Sign)	0	0	0	0	0		0
Building	3	3	3	3	2		5
Doors	0	2	3	1	3		4
Electrical	2	0	0	1	1		2
Fence	5	5	7	23	1		24
Gas	1	1	1	0	0		0
HVAC / Mechanical	3	3	4	1	3		4
Plumbing	1	1	2	1	0		1
Pool/Decks	2	0	1	1	1		2
Re-Roof	13	3	10	2	3		5
Screen Enclosure	1	4	1	1	1		2
Sheds	1	1	1	1	1		2
Solar	6	3	11	6	2		8
Windows	2	4	5	1	1		2
Monthly Totals	57	48	67	50	19	0	69
<i>Monthly Permit Amount</i>	<i>\$237,420.02</i>	<i>\$214,634.18</i>	<i>\$237,653.66</i>	<i>\$120,247.67</i>	<i>\$7,303.03</i>		<i>\$127,550.70</i>
CO: Talichet - SFR	5	9	2	0	0		0
CO: Venezia Townhome	29	9	20	12	0		12
CO:Independent - SFR	0	0	0	0	0		0

Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD
(08/01/2024 - 08/31/2024)

<No Event Type Specified>	1	Abandoned 911	4
Alarm Activation	5	Animal Complaint	3
Anti-Social Behavior	36	Arrest	2
Assault & Battery	1	Assist other Agency- Alarms	2
Assist other Agency- Back-up	4	Assist other Agency- In Progress calls	11
Assist other Agency- Medical Call	1	Assist other Agency- Other	4
Assist other Agency- Traffic	6	Baker Act	1
Be on the look-out- BOLO	3	Case Follow-Up	4
Citizen Assist	7	Civil Complaint-Legal Advice	4
Disabled Vehicle (DAV)	4	Disturbance	1
Found / Lost Property	4	Fraud Investigation	1
Golf Cart Registration	2	Juvenile Complaint	3
Noise Complaint	2	Patrol	241
Patrol-School	120	Property Check SRO	66
Property Check-Boat Ramp	37	Property Check-Business	49
Property Check-Residence	31	Property Check-Schools/Govt. Bldg.	38
Property Check-Town Property	108	Public Relations	21
Reckless Driver	5	Solicitor Complaint	2
Suspicious Incident	4	Suspicious Person	2
Suspicious Vehicle	2	Suspicious Vehicle - Business	2
Theft - Grand/Petit	2	Traffic Complaint	1
Traffic Crash	6	Traffic Stop-Civil Citation	62
Traffic Stop-warning	37	Traffic Watch	79
Training-	6	Warrant	1
Well Being Check	3		

Total Number Of Events: 1,041



Town Council Closed Monthly Case Report

08/01/2024 - 08/31/2024

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	E GARDENIA ST	Overgrowth	Property Maintenance	8/12/2024	8/29/2024
Closed	1104 N HAMLIN AVE	Overgrowth	Property Maintenance	8/8/2024	8/27/2024
Closed	624 AVILA PL	Irrigating on the wrong days.	Water	7/19/2024	8/6/2024
Closed	203 S MARE AVE	Overgrowth	Property Maintenance	7/12/2024	8/6/2024
Closed	E HOLLY ST	Overgrowth	Property Maintenance	7/12/2024	8/30/2024
Closed	BELLISSIMO PL	OVERGROWT H	Property Maintenance	6/7/2024	8/6/2024
Closed	1001 N LAKESHORE BLVD	Right-of-way	Property Maintenance	3/19/2024	8/30/2024

Total Records: 7

9/5/2024



Town Council Open Monthly Case Report

08/01/2024 - 08/31/2024

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
8/28/2024	607 S FLORIDA AVE	Junk	Garbage	Closed	
8/28/2024	409 W CENTRAL AVE	Junk	Garbage	Closed	9/3/2024
8/28/2024	510 N PALM AVE	Tree Permit	Zoning Chapter 7	Open	
8/27/2024	107 E LAKEVIEW AVE	Accumulation of Junk	Property Maintenance	Open	
8/23/2024	138 E CENTRAL AVE	Signs	Zoning Chapter 5	Open	
8/22/2024	607 S FLORIDA AVE	Tree Debris	Property Maintenance	Open	
8/22/2024	1383 REVELS RD	Signs	Zoning Chapter 5	Open	
8/21/2024	133 E CENTRAL AVE	Signs	Zoning Chapter 5	Open	
8/14/2024	206 MARILYN AVE	Accumulation of Rubbish	Property Maintenance	Closed	9/3/2024
8/14/2024	206 MESSINA PL	No Permit for Shed	Permits	Open	
8/12/2024	E GARDENIA ST	Overgrowth	Property Maintenance	Closed	8/29/2024
8/12/2024	107 E LAKEVIEW AVE	Overgrowth	Property Maintenance	Open	
8/8/2024	407 E ORCHID WAY	No Building Permit	Permits	Open	
8/8/2024	1104 N HAMLIN AVE	Overgrowth	Property Maintenance	Closed	8/27/2024
8/6/2024	BELLISSIMO PL	Overgrowth	Property Maintenance	Open	
8/6/2024	582 VIA BELLA CT	REQUIRED LANDSCAPE	Zoning Chapter 7	Open	

Total Records: 16

9/5/2021

Item 10.



Public Works

August 2024 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes		
Stormwater/Drainage		
Street Signs	Venezia	Six (6) stop signs were replaced in Venezia
Sidewalk Maintenance/Repair		
Building Maintenance	Library	Add and Replace Plants in front of the Library with Garden Club
Grounds Maintenance	Howey Library Central Park	PW Director removed wasps behind the library. New shaded swing set was installed at Central Park.
Tree Trimming/Tree Removal/Stump Removal	107 Island Dr.	PW Staff removed large limb from the road.
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	Talichet Talichet 2 Venezia Townhomes In Field Lots	0 – Pre-Grade Inspection - SFR 0 – Final Lot Grading Inspection - SFR 0 – Final Landscape Inspection - SFR 0 – Sidewalk Inspection – SFR 0 – Pre-Grade Inspection – SFR 0 – Final Lot Grading Inspection 0 – Final Landscape Inspection 0 – Sidewalk Inspection 5 – Pre-Grade Inspections – Town Home 0 – Final Lot Grading Inspection – Town Home 0 – Final Landscape Inspection – Town Home 0 – Sidewalk Inspection – Town Home 0 – Final Lot Grading Inspection
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	Talichet Phase 2 Venezia Town Homes	0 – Lot Grading Plan/Landscape/Irrigation Reviews 0 – Lot Grading Plan Reviews

Additional Updates:

- **Sara Maude Mason Nature Preserve nature trail is open to the public:**
 - The boardwalk will stay closed. (Unsafe for pedestrian traffic)
 - Town Staff is working with FEMA Funding of reimbursement on the cost for repairs to the boardwalk.
 - The Public Works Director has completed the RFP for the Reconstruction of the Sara Maude Mason Boardwalk. The Town has selected a contractor for the Sara Maude Mason Boardwalk Restoration Project.
 - Town Attorney is reviewing the contract for the Sara Maude Mason Boardwalk Restoration Project.
 - Contract has been signed with Contractor, permitting in process, construction to start soon.
 - The Contractor has started rebuilding the boardwalk.
- **Pine Park Update:**
 - The Town Engineer has designed a concept plan of Pine Park with amenities that include a driveway, parking area with handicap spaces, pickle ball courts, restrooms, pavilions, playgrounds, bike trail and trails connecting to Venezia HOA property for Venezia resident access.
 - The Town Engineer is working with FDOT on a Driveway Permit for Pine Park. Once the permit has been issued, the Town will start construction on the driveway.
 - Trees have been removed, new sign has been installed, Contractor has started constructing the driveway and gravel parking area.
- **LCWA Stormwater Grant Update:**
 - The Public Works is working with SJRWMD for any permitting required for the project.
 - The Public Works Director is in contact with LCWA for all grant reports and requirements.
 - The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation. He is currently working on the design process.
- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
 - The Public Works Director is working with FDEM on both grant applications during the grant review process.
 - The Public Works Director is in contact with FDEM staff to provide additional documents and information needed during the review process.
- **N. Citrus Avenue Update:**
 - The survey has been completed; the Town has received a signed copy of the survey.
 - The Town Engineer has completed the Road Design Plan.
 - Town Manager and PW Director are working with residents on right of way and replat.
 - The Town Surveyor has started the replat.
- **Historical Water Tower Update:**
 - The Water Tower Condition Assessment Inspection has been completed by USG Water Solutions.
 - Public Works staff have applied for the National Historical Registry.
 - Public Works staff have withdrawn their application for Historical Restoration Grant.

LAKE COUNTY WATERWAYS CLEANUP

SATURDAY SEPTEMBER 21, 2024

9:00AM - 1:00PM

WOOTON PARK WEST BOAT RAMP
400 S. SINCLAIR AVE, TAVARES

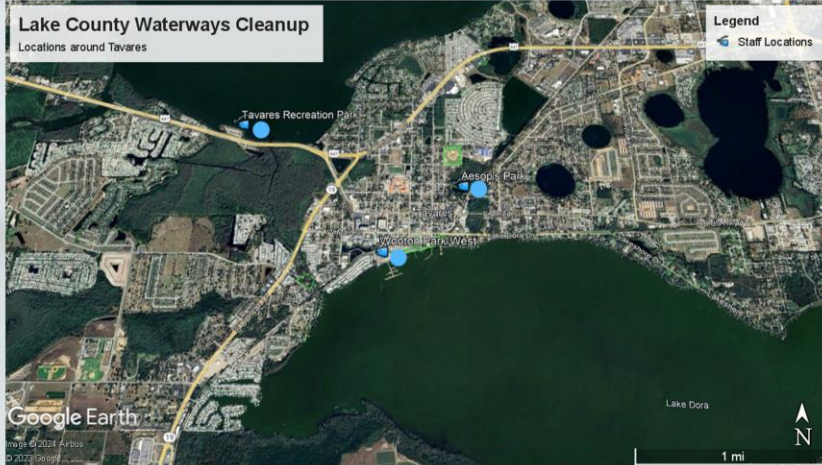
WE NEED VOLUNTEERS WITH BOATS TO TRAVEL THE HARRIS CHAIN PICKING UP TRASH AND DEBRIS. VOLUNTEERS IN CARS AND ON FOOT ARE ALSO WELCOME TO PARTICIPATE, CLEANING UP BOAT RAMPS AND WALKABLE SHORELINE.

STAFF WILL ALSO BE AVAILABLE AT THESE LOCATIONS:

TAVARES RECREATION PARK
2030 W. BURLEIGH BLVD
TAVARES, FL 32778

AESOP'S PARK
501 E. CAROLINE ST
TAVARES, FL 32778

TRASH CAN BE DROPPED OFF AT ANY OF THE LISTED LOCATIONS.



FOR FREE KAYAK OR CANOE RESERVATIONS CONTACT:
MARY KOCH
352-253-4950
LIMITED AVAILABILITY

FOR MORE INFORMATION ABOUT THE EVENT, PLEASE CONTACT:
NICK TRIPPEL
NICK.TRIPPEL@MYFWC.COM
352-800-5015





Public Works

August 2024 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes		
Stormwater/Drainage		
Street Signs	Venezia	Six (6) stop signs were replaced in Venezia
Sidewalk Maintenance/Repair		
Building Maintenance	Library	Add and Replace Plants in front of the Library with Garden Club
Grounds Maintenance	Howey Library Central Park	PW Director removed wasps behind the library. New shaded swing set was installed at Central Park.
Tree Trimming/Tree Removal/Stump Removal	107 Island Dr.	PW Staff removed large limb from the road.
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	Talichet Talichet 2 Venezia Townhomes In Field Lots	0 – Pre-Grade Inspection - SFR 0 – Final Lot Grading Inspection - SFR 0 – Final Landscape Inspection - SFR 0 – Sidewalk Inspection – SFR 0 – Pre-Grade Inspection – SFR 0 – Final Lot Grading Inspection 0 – Final Landscape Inspection 0 – Sidewalk Inspection 5 – Pre-Grade Inspections – Town Home 0 – Final Lot Grading Inspection – Town Home 0 – Final Landscape Inspection – Town Home 0 – Sidewalk Inspection – Town Home 0 – Final Lot Grading Inspection
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	Talichet Phase 2 Venezia Town Homes	0 – Lot Grading Plan/Landscape/Irrigation Reviews 0 – Lot Grading Plan Reviews

Additional Updates:

- **Sara Maude Mason Nature Preserve nature trail is open to the public:**
 - The boardwalk will stay closed. (Unsafe for pedestrian traffic)
 - Town Staff is working with FEMA Funding of reimbursement on the cost for repairs to the boardwalk.
 - The Public Works Director has completed the RFP for the Reconstruction of the Sara Maude Mason Boardwalk. The Town has selected a contractor for the Sara Maude Mason Boardwalk Restoration Project.
 - Town Attorney is reviewing the contract for the Sara Maude Mason Boardwalk Restoration Project.
 - Contract has been signed with Contractor, permitting in process, construction to start soon.
 - The Contractor has started rebuilding the boardwalk.
- **Pine Park Update:**
 - The Town Engineer has designed a concept plan of Pine Park with amenities that include a driveway, parking area with handicap spaces, pickle ball courts, restrooms, pavilions, playgrounds, bike trail and trails connecting to Venezia HOA property for Venezia resident access.
 - The Town Engineer is working with FDOT on a Driveway Permit for Pine Park. Once the permit has been issued, the Town will start construction on the driveway.
 - Trees have been removed, new sign has been installed, Contractor has started constructing the driveway and gravel parking area.
- **LCWA Stormwater Grant Update:**
 - The Public Works is working with SJRWMD for any permitting required for the project.
 - The Public Works Director is in contact with LCWA for all grant reports and requirements.
 - The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation. He is currently working on the design process.
- **FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:**
 - The Public Works Director is working with FDEM on both grant applications during the grant review process.
 - The Public Works Director is in contact with FDEM staff to provide additional documents and information needed during the review process.
- **N. Citrus Avenue Update:**
 - The survey has been completed; the Town has received a signed copy of the survey.
 - The Town Engineer has completed the Road Design Plan.
 - Town Manager and PW Director are working with residents on right of way and replat.
 - The Town Surveyor has started the replat.
- **Historical Water Tower Update:**
 - The Water Tower Condition Assessment Inspection has been completed by USG Water Solutions.
 - Public Works staff have applied for the National Historical Registry.
 - Public Works staff have withdrawn their application for Historical Restoration Grant.

LAKE COUNTY WATERWAYS CLEANUP

SATURDAY SEPTEMBER 21, 2024

9:00AM - 1:00PM

WOOTON PARK WEST BOAT RAMP

400 S. SINCLAIR AVE, TAVARES

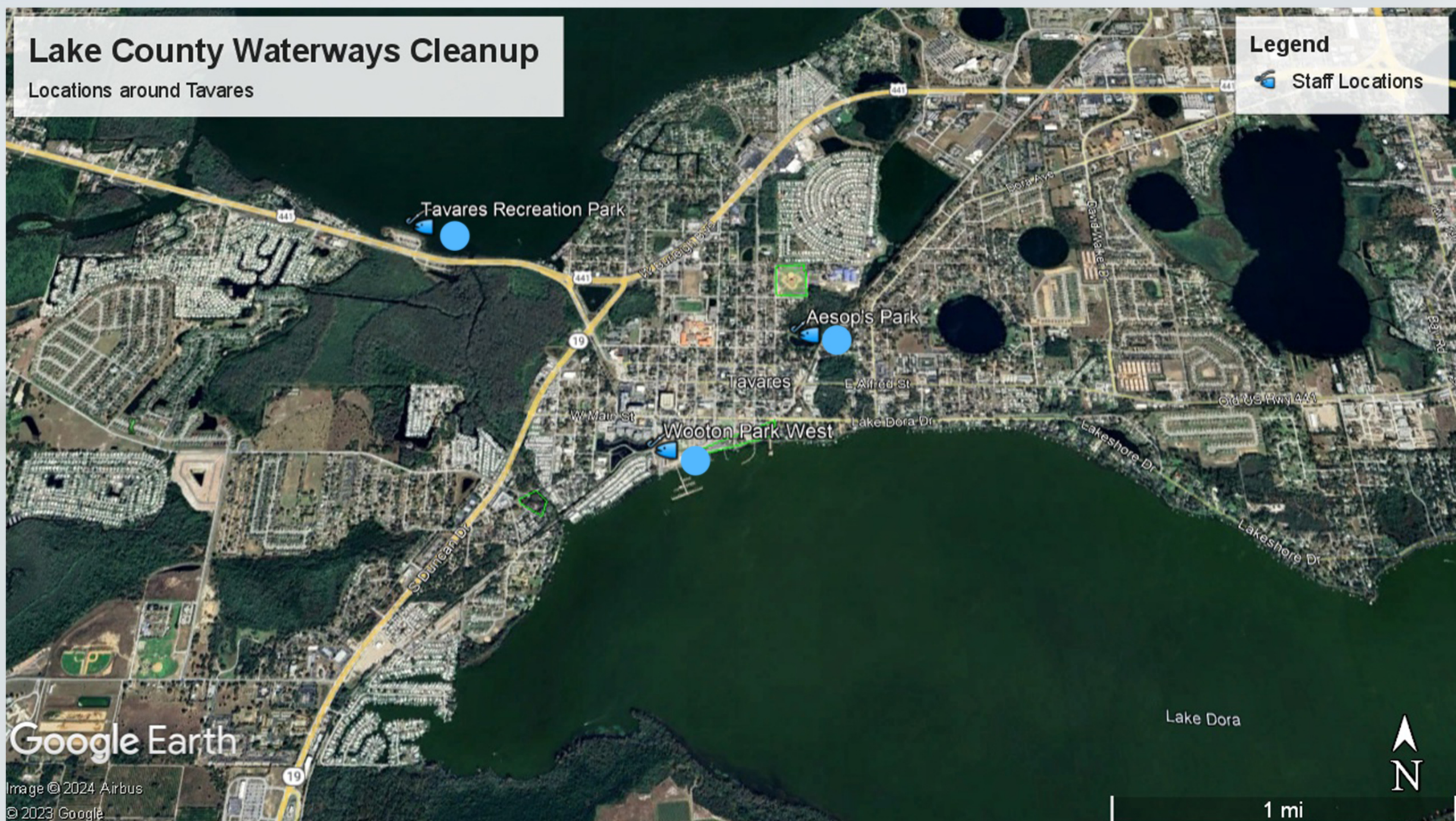
WE NEED VOLUNTEERS WITH BOATS TO TRAVEL THE HARRIS CHAIN PICKING UP TRASH AND DEBRIS. VOLUNTEERS IN CARS AND ON FOOT ARE ALSO WELCOME TO PARTICIPATE, CLEANING UP BOAT RAMPS AND WALKABLE SHORELINE.

STAFF WILL ALSO BE AVAILABLE AT THESE LOCATIONS:

**TAVARES RECREATION PARK
2030 W. BURLEIGH BLVD
TAVARES, FL 32778**

**AESOP'S PARK
501 E. CAROLINE ST
TAVARES, FL 32778**

TRASH CAN BE DROPPED OFF AT ANY OF THE LISTED LOCATIONS.



**FOR FREE KAYAK OR CANOE RESERVATIONS CONTACT:
MARY KOCH
352-253-4950
*LIMITED AVAILABILITY***

**FOR MORE INFORMATION ABOUT THE EVENT, PLEASE CONTACT:
NICK TRIPPEL
NICK.TRIPPEL@MYFWC.COM
352-800-5015**





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

Statistics for August 2024:

Digital: 334, KOHA: 1,890 **Total: 2,224.** Items borrowed from other libraries: 414, items loaned to other libraries: 437. There were 56 computer sessions in August. Cloud library, which will be replacing Libby within the year had 271 checkouts. 13 residents received new library cards. A total of 4,838 residents visited the library in July. The library has 13,818 items in our collection.

Lake County Library System Update:

The process of switching internet providers from Summit to Comcast is still ongoing. No further updates at this time.

Funds collected for August:

Copies/Fax: \$85.45 Fines: 73.30 Total: \$158.75

Activities during the month of August:

August is usually one of our quieter months due to the start of school. Trivia night was held on the second Friday; 20 patrons attended. AARP held their driving course on August 14th and 15th in the LEC. Election Day was held on August 19th 7am until 7pm. 352 resident voted. A local nonprofit called New Vision, held a class on the 22nd that introduced people with vision impairment to new technology that would assist them in their everyday lives.

Total Program Attendance for August: 410 patrons.

Respectively Submitted,

Tara Hall
Library Director

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
511000	Legislative						
511000	Legislative						
110	Executive Salaries	1,150.00	12,650.00	16,200.00	16,200.00	3,550.00	78 %
210	Fica	71.30	784.30	1,004.00	1,004.00	219.70	78 %
211	Medicare	16.68	183.48	235.00	235.00	51.52	78 %
314	Election Expense	72.00	72.00	0.00	0.00	-72.00	%
342	Software & Annual Maintenance	0.00	1,122.69	580.00	1,325.00	202.31	85 %
400	Travel & Per Diem	0.00	337.43	1,000.00	1,000.00	662.57	34 %
410	Telephone & Communications	176.00	2,158.51	2,075.00	2,075.00	-83.51	104 %
415	Website	0.00	2,810.00	4,450.00	4,450.00	1,640.00	63 %
470	Printing - General	0.00	0.00	125.00	125.00	125.00	%
493	Employee Appreciation	0.00	1,615.96	2,500.00	2,500.00	884.04	65 %
497	Compassion Flowers	0.00	0.00	100.00	100.00	100.00	%
510	Office Supplies	0.00	0.00	200.00	200.00	200.00	%
520	Operating Supplies	0.00	0.00	3,620.00	3,620.00	3,620.00	%
540	Dues, Subscriptions, Licenses	0.00	609.98	1,800.00	1,800.00	1,190.02	34 %
550	Training/Education/Tuition	0.00	158.00	1,500.00	1,500.00	1,342.00	11 %
820	Contributions/Donations	0.00	0.00	2,000.00	2,000.00	2,000.00	%
950	Other Non Operating Uses	0.00	0.00	28,865.00	28,865.00	28,865.00	%
	Account Total:	1,485.98	22,502.35	66,254.00	66,999.00	44,496.65	34 %
	Account Group Total:	1,485.98	22,502.35	66,254.00	66,999.00	44,496.65	34 %
513000	Financial And Administrative						
513000	Financial And Administrative						
110	Executive Salaries	1,990.76	27,064.35	26,322.00	26,322.00	-742.35	103 %
120	Salaries	1,373.71	19,323.12	27,098.00	25,598.00	6,274.88	75 %
140	Overtime Wages	0.00	164.11	521.00	521.00	356.89	31 %
210	Fica	203.26	2,810.25	3,344.00	3,344.00	533.75	84 %
211	Medicare	47.55	657.15	782.00	782.00	124.85	84 %
225	ICMA Retirement Contribution	234.28	3,677.82	5,394.00	5,394.00	1,716.18	68 %
230	Life & Health Ins.	460.70	6,926.61	8,444.00	8,444.00	1,517.39	82 %
240	Workers' Compensation	0.00	817.88	703.00	1,206.00	388.12	68 %
250	Unemployment Expense	0.00	0.00	6,275.00	6,275.00	6,275.00	%
310	Legal Fees	0.00	0.00	0.00	6,000.00	6,000.00	%
320	Accounting & Auditing	0.00	39,567.50	38,000.00	38,000.00	-1,567.50	104 %
321	Bank Fees	0.00	0.00	600.00	600.00	600.00	%
340	Other Contractual Services	266.93	3,199.01	4,500.00	4,500.00	1,300.99	71 %
342	Software & Annual Maintenance	0.00	10,446.38	19,300.00	19,300.00	8,853.62	54 %
350	Pre Employment Screening	35.00	1,184.00	1,400.00	1,400.00	216.00	85 %
400	Travel & Per Diem	0.00	4,369.48	4,700.00	6,000.00	1,630.52	73 %
410	Telephone & Communications	575.25	9,300.83	12,400.00	12,400.00	3,099.17	75 %
420	Freight/Postage/Shipping	0.00	2,395.15	2,000.00	2,000.00	-395.15	120 %
430	Utility Services	0.00	4,716.19	6,000.00	6,000.00	1,283.81	79 %
440	Rentals & Leases	198.94	2,722.38	2,700.00	2,700.00	-22.38	101 %
451	Insurance	203.00	203.00	2,132.00	2,132.00	1,929.00	10 %
460	R & M - Equipment	0.00	116.00	200.00	200.00	84.00	58 %
461	R & M - Computer Maint	0.00	350.99	3,000.00	3,000.00	2,649.01	12 %
463	R & M - Vehicles	0.00	0.00	2,000.00	2,000.00	2,000.00	%
470	Printing - General	0.00	188.50	250.00	250.00	61.50	75 %
492	Advertising	0.00	150.00	0.00	0.00	-150.00	%
510	Office Supplies	0.00	2,069.60	1,825.00	1,825.00	-244.60	113 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
520	Operating Supplies	0.00	8,399.34	3,800.00	12,000.00	3,600.66	70 %
522	Gas & Oil	0.00	0.00	2,000.00	2,000.00	2,000.00	%
540	Dues, Subscriptions, Licenses	0.00	4,971.00	4,100.00	4,100.00	-871.00	121 %
550	Training/Education/Tuition	0.00	3,982.26	4,000.00	5,500.00	1,517.74	72 %
	Account Total:	5,589.38	159,772.90	193,790.00	209,793.00	50,020.10	76 %
	Account Group Total:	5,589.38	159,772.90	193,790.00	209,793.00	50,020.10	76 %
519000	Other General Government						
519000	Other General Government						
310	Legal Fees	11,590.00	216,294.75	115,000.00	300,000.00	83,705.25	72 %
316	Town Planning/Engineering	0.00	44,036.75	50,000.00	50,000.00	5,963.25	88 %
318	Town Planning	0.00	50,620.66	70,000.00	70,000.00	19,379.34	72 %
340	Other Contractual Services	0.00	4,188.00	4,000.00	4,000.00	-188.00	105 %
347	Codification	0.00	1,325.00	5,000.00	5,000.00	3,675.00	27 %
415	Website	0.00	129.99	1,000.00	1,000.00	870.01	13 %
451	Insurance	0.00	124,245.00	107,225.00	107,225.00	-17,020.00	116 %
470	Printing - General	0.00	217.50	200.00	200.00	-17.50	109 %
492	Advertising	0.00	7,648.73	8,000.00	8,000.00	351.27	96 %
	Account Total:	11,590.00	448,706.38	360,425.00	545,425.00	96,718.62	82 %
	Account Group Total:	11,590.00	448,706.38	360,425.00	545,425.00	96,718.62	82 %
521000	Police						
521000	Police						
110	Executive Salaries	9,022.76	108,484.37	146,204.00	143,204.00	34,719.63	76 %
120	Salaries	28,882.01	344,680.81	377,292.00	371,337.00	26,656.19	93 %
130	Police - Reserve Salaries	1,920.00	11,709.10	12,315.00	17,820.00	6,110.90	66 %
131	Events Payroll	0.00	11,562.50	12,000.00	12,000.00	437.50	96 %
140	Overtime Wages	1,961.71	37,754.48	47,301.00	47,301.00	9,546.52	80 %
150	Police - Incentive Pay	500.00	5,850.00	6,840.00	6,840.00	990.00	86 %
210	Fica	2,512.58	31,027.24	36,153.00	35,503.00	4,475.76	87 %
211	Medicare	587.61	7,256.40	8,455.00	8,555.00	1,298.60	85 %
220	Police Retirement Contribution	10,471.08	121,734.98	148,065.00	136,065.00	14,330.02	89 %
230	Life & Health Ins.	10,143.30	111,064.08	141,600.00	141,600.00	30,535.92	78 %
240	Workers' Compensation	0.00	18,483.94	18,135.00	28,000.00	9,516.06	66 %
340	Other Contractual Services	266.93	2,722.93	3,226.00	3,226.00	503.07	84 %
342	Software & Annual Maintenance	6,452.42	15,086.96	11,400.00	11,400.00	-3,686.96	132 %
343	Special Events	0.00	3,497.22	4,000.00	4,000.00	502.78	87 %
350	Pre Employment Screening	0.00	2,037.00	1,200.00	2,200.00	163.00	93 %
400	Travel & Per Diem	0.00	2,777.29	3,500.00	3,500.00	722.71	79 %
410	Telephone & Communications	979.10	30,066.40	15,000.00	32,000.00	1,933.60	94 %
420	Freight/Postage/Shipping	0.00	1,808.64	300.00	300.00	-1,508.64	603 %
430	Utility Services	0.00	4,716.20	6,000.00	6,000.00	1,283.80	79 %
440	Rentals & Leases	0.00	43,895.82	45,100.00	45,100.00	1,204.18	97 %
451	Insurance	0.00	7,588.80	7,745.00	7,745.00	156.20	98 %
460	R & M - Equipment	132.56	5,275.91	7,100.00	7,100.00	1,824.09	74 %
461	R & M - Computer Maint	0.00	998.25	1,500.00	1,500.00	501.75	67 %
462	R & M - Building	0.00	608.99	2,500.00	2,500.00	1,891.01	24 %
463	R & M - Vehicles	150.00	31,745.94	27,000.00	27,000.00	-4,745.94	118 %
490	Miscellaneous Expenses	0.00	139.83	0.00	0.00	-139.83	%
510	Office Supplies	0.00	3,784.56	4,000.00	4,000.00	215.44	95 %
520	Operating Supplies	8,130.00	36,626.87	29,858.00	19,858.00	-16,768.87	184 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
522	Gas & Oil	0.00	28,536.25	36,000.00	34,000.00	5,463.75	84 %
523	Uniforms	17.60	2,721.56	4,000.00	4,000.00	1,278.44	68 %
525	Weapons	0.00	4,859.74	5,000.00	5,000.00	140.26	97 %
540	Dues, Subscriptions, Licenses	0.00	830.50	1,500.00	1,500.00	669.50	55 %
550	Training/Education/Tuition	0.00	3,880.33	5,000.00	5,000.00	1,119.67	78 %
640	Cap Outlay - Equipment	0.00	7,962.84	0.00	0.00	-7,962.84	%
650	Cap Outlay - Vehicles	750.00	101,450.00	0.00	160,000.00	58,550.00	63 %
804	PD Vest Grant - 09/10	0.00	2,512.27	3,500.00	3,500.00	987.73	72 %
	Account Total:	82,879.66	1,155,739.00	1,178,789.00	1,338,654.00	182,915.00	86 %
	Account Group Total:	82,879.66	1,155,739.00	1,178,789.00	1,338,654.00	182,915.00	86 %
524000	Code Enforcement						
524000	Code Enforcement						
120	Salaries	3,520.00	42,294.15	45,760.00	45,760.00	3,465.85	92 %
140	Overtime Wages	0.00	115.50	1,889.00	889.00	773.50	13 %
210	Fica	208.82	2,535.70	2,954.00	2,954.00	418.30	86 %
211	Medicare	48.84	593.03	691.00	691.00	97.97	86 %
225	ICMA Retirement Contribution	352.00	4,059.55	4,765.00	4,765.00	705.45	85 %
230	Life & Health Ins.	819.50	9,014.50	9,834.00	9,834.00	819.50	92 %
240	Workers' Compensation	0.00	728.27	621.00	1,163.00	434.73	63 %
310	Legal Fees	0.00	10,182.65	6,000.00	13,000.00	2,817.35	78 %
342	Software & Annual Maintenance	0.00	3,100.78	3,220.00	3,220.00	119.22	96 %
400	Travel & Per Diem	0.00	1,040.80	1,020.00	1,041.00	0.20	100 %
410	Telephone & Communications	18.50	933.47	1,782.00	1,482.00	548.53	63 %
420	Freight/Postage/Shipping	0.00	432.27	300.00	300.00	-132.27	144 %
451	Insurance	0.00	0.00	2,132.00	532.00	532.00	%
463	R & M - Vehicles	0.00	381.95	2,000.00	2,000.00	1,618.05	19 %
470	Printing - General	0.00	72.50	350.00	350.00	277.50	21 %
520	Operating Supplies	0.00	45.33	300.00	300.00	254.67	15 %
522	Gas & Oil	0.00	668.62	2,400.00	900.00	231.38	74 %
523	Uniforms	0.00	179.10	200.00	180.00	0.90	100 %
540	Dues, Subscriptions, Licenses	0.00	140.37	330.00	141.00	0.63	100 %
550	Training/Education/Tuition	0.00	650.00	1,000.00	650.00	0.00	100 %
	Account Total:	4,967.66	77,168.54	87,548.00	90,152.00	12,983.46	86 %
	Account Group Total:	4,967.66	77,168.54	87,548.00	90,152.00	12,983.46	86 %
538000	Stormwater Maintenance						
538000	Stormwater Maintenance						
340	Other Contractual Services	0.00	1,500.00	110,000.00	110,000.00	108,500.00	1 %
	Account Total:	0.00	1,500.00	110,000.00	110,000.00	108,500.00	1 %
	Account Group Total:	0.00	1,500.00	110,000.00	110,000.00	108,500.00	1 %
539000	Public Services						
539000	Public Services						
110	Executive Salaries	291.50	3,633.84	3,790.00	4,062.00	428.16	89 %
120	Salaries	1,874.92	22,350.72	23,646.00	24,266.00	1,915.28	92 %
140	Overtime Wages	22.80	476.24	3,200.00	3,200.00	2,723.76	15 %
210	Fica	126.93	1,549.84	1,899.00	1,899.00	349.16	82 %
211	Medicare	29.73	362.58	444.00	444.00	81.42	82 %
225	ICMA Retirement Contribution	77.64	825.30	3,064.00	3,064.00	2,238.70	27 %
230	Life & Health Ins.	830.92	9,003.94	6,884.00	9,700.00	696.06	93 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
240	Workers' Compensation	0.00	464.57	399.00	692.00	227.43	67 %
340	Other Contractual Services	3,733.46	42,135.86	87,000.00	87,000.00	44,864.14	48 %
350	Pre Employment Screening	0.00	0.00	100.00	100.00	100.00	%
400	Travel & Per Diem	0.00	199.27	500.00	500.00	300.73	40 %
410	Telephone & Communications	152.26	1,337.85	2,150.00	2,150.00	812.15	62 %
430	Utility Services	0.00	1,216.78	1,500.00	1,500.00	283.22	81 %
440	Rentals & Leases	0.00	0.00	2,500.00	2,500.00	2,500.00	%
460	R & M - Equipment	0.00	5,310.09	5,000.00	8,000.00	2,689.91	66 %
461	R & M - Computer Maint	0.00	0.00	650.00	650.00	650.00	%
462	R & M - Building	0.00	14,584.91	12,000.00	12,000.00	-2,584.91	122 %
463	R & M - Vehicles	0.00	341.60	1,000.00	1,000.00	658.40	34 %
510	Office Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	%
520	Operating Supplies	0.00	10,422.94	12,000.00	15,000.00	4,577.06	69 %
522	Gas & Oil	0.00	8,268.22	7,000.00	7,000.00	-1,268.22	118 %
523	Uniforms	0.00	443.78	1,000.00	1,000.00	556.22	44 %
524	Safety Equipment	0.00	887.90	1,500.00	1,500.00	612.10	59 %
540	Dues, Subscriptions, Licenses	0.00	205.67	300.00	300.00	94.33	69 %
550	Training/Education/Tuition	0.00	0.00	650.00	650.00	650.00	%
650	Cap Outlay - Vehicles	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	Account Total:	7,140.16	124,021.90	184,176.00	194,177.00	70,155.10	64 %
	Account Group Total:	7,140.16	124,021.90	184,176.00	194,177.00	70,155.10	64 %
541000	Transportation						
541000	Transportation						
110	Executive Salaries	291.50	3,634.14	3,790.00	4,062.00	427.86	89 %
120	Salaries	1,874.91	22,246.88	23,646.00	24,060.00	1,813.12	92 %
140	Overtime Wages	22.80	488.43	2,000.00	2,000.00	1,511.57	24 %
210	Fica	126.93	1,544.11	1,825.00	1,825.00	280.89	85 %
211	Medicare	29.66	361.06	427.00	427.00	65.94	85 %
225	ICMA Retirement Contribution	77.66	822.96	2,944.00	2,944.00	2,121.04	28 %
230	Life & Health Ins.	830.89	8,988.11	6,884.00	9,668.00	679.89	93 %
240	Workers' Compensation	0.00	446.22	384.00	664.00	217.78	67 %
316	Town Planning/Engineering	0.00	0.00	1,000.00	1,000.00	1,000.00	%
340	Other Contractual Services	0.00	0.00	20,000.00	20,000.00	20,000.00	%
431	Street Lighting	0.00	25,152.08	28,000.00	28,000.00	2,847.92	90 %
520	Operating Supplies	600.00	600.00	2,000.00	2,000.00	1,400.00	30 %
524	Safety Equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	%
530	Road Materials & Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	Account Total:	3,854.35	64,283.99	95,900.00	99,650.00	35,366.01	65 %
	Account Group Total:	3,854.35	64,283.99	95,900.00	99,650.00	35,366.01	65 %
542000	Cemetery						
542000	Cemetery						
340	Other Contractual Services	0.00	4,368.00	10,000.00	10,000.00	5,632.00	44 %
430	Utility Services	0.00	414.57	1,500.00	1,500.00	1,085.43	28 %
460	R & M - Equipment	0.00	0.00	2,500.00	2,500.00	2,500.00	%
	Account Total:	0.00	4,782.57	14,000.00	14,000.00	9,217.43	34 %
	Account Group Total:	0.00	4,782.57	14,000.00	14,000.00	9,217.43	34 %

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
571000 Library							
571000 Library							
110	Executive Salaries	3,909.24	46,953.15	50,820.00	50,820.00	3,866.85	92 %
120	Salaries	2,217.60	26,144.63	28,829.00	28,829.00	2,684.37	91 %
140	Overtime Wages	343.04	1,392.96	0.00	2,000.00	607.04	70 %
210	Fica	395.45	4,561.58	4,938.00	4,938.00	376.42	92 %
211	Medicare	92.47	1,066.71	1,155.00	1,155.00	88.29	92 %
225	ICMA Retirement Contribution	646.98	4,974.77	7,965.00	7,965.00	2,990.23	62 %
230	Life & Health Ins.	839.00	8,409.50	19,668.00	19,668.00	11,258.50	43 %
240	Workers' Compensation	0.00	1,217.36	1,038.00	1,810.00	592.64	67 %
340	Other Contractual Services	667.33	6,209.45	4,500.00	4,500.00	-1,709.45	138 %
342	Software & Annual Maintenance	0.00	1,043.82	0.00	1,379.88	336.06	76 %
350	Pre Employment Screening	0.00	0.00	150.00	150.00	150.00	%
400	Travel & Per Diem	25.59	130.50	500.00	500.00	369.50	26 %
410	Telephone & Communications	89.27	15,806.99	20,480.00	20,480.00	4,673.01	77 %
420	Freight/Postage/Shipping	0.00	0.68	110.00	110.00	109.32	1 %
430	Utility Services	0.00	10,322.86	10,000.00	12,000.00	1,677.14	86 %
460	R & M - Equipment	0.00	70.00	0.00	0.00	-70.00	%
461	R & M - Computer Maint	0.00	0.00	144.00	144.00	144.00	%
480	Promotional Activities	0.00	1,422.32	1,856.00	1,856.00	433.68	77 %
493	Employee Appreciation	0.00	428.75	500.00	500.00	71.25	86 %
510	Office Supplies	0.00	1,113.51	2,800.00	2,800.00	1,686.49	40 %
520	Operating Supplies	0.00	3,643.57	4,000.00	4,000.00	356.43	91 %
540	Dues, Subscriptions, Licenses	0.00	297.58	350.00	350.00	52.42	85 %
550	Training/Education/Tuition	0.00	0.00	400.00	400.00	400.00	%
660	Cap Outlay - Books &	0.00	10,004.74	15,000.00	35,707.00	25,702.26	28 %
662	Cap Outlay - Books/Publ -	0.00	0.00	1,100.00	404.12	404.12	%
	Account Total:	9,225.97	145,215.43	176,303.00	202,466.00	57,250.57	72 %
	Account Group Total:	9,225.97	145,215.43	176,303.00	202,466.00	57,250.57	72 %
572000 Parks & Recreation							
572000 Parks & Recreation							
340	Other Contractual Services	0.00	8,000.00	10,000.00	8,000.00	0.00	100 %
343	Special Events	0.00	7,321.83	7,000.00	9,000.00	1,678.17	81 %
430	Utility Services	0.00	2,804.68	5,500.00	5,500.00	2,695.32	51 %
460	R & M - Equipment	0.00	0.00	25,000.00	25,000.00	25,000.00	%
468	R & M - Recreation Equip	0.00	1,073.23	1,000.00	1,000.00	-73.23	107 %
520	Operating Supplies	0.00	3,387.98	3,000.00	3,000.00	-387.98	113 %
	Account Total:	0.00	22,587.72	51,500.00	51,500.00	28,912.28	44 %
	Account Group Total:	0.00	22,587.72	51,500.00	51,500.00	28,912.28	44 %
573000 Historical Preservation							
573000 Historical Preservation							
410	Telephone & Communications	0.00	0.00	60.00	60.00	60.00	%
510	Office Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	%
520	Operating Supplies	0.00	0.00	0.00	20,000.00	20,000.00	%
950	Other Non Operating Uses	0.00	0.00	4,693.00	4,693.00	4,693.00	%
	Account Total:	0.00	0.00	5,753.00	25,753.00	25,753.00	%
	Account Group Total:	0.00	0.00	5,753.00	25,753.00	25,753.00	%

TOWN OF HOWEY-IN-THE-HILLS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 24

1 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
574000	Special Events						
574000	Special Events						
	340 Other Contractual Services	0.00	34,940.82	26,250.00	26,250.00	-8,690.82	133 %
	343 Special Events	0.00	1,582.28	2,000.00	2,000.00	417.72	79 %
	440 Rentals & Leases	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	470 Printing - General	0.00	0.00	250.00	250.00	250.00	%
	480 Promotional Activities	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	0.00	36,523.10	31,500.00	31,500.00	-5,023.10	116 %
	Account Group Total:	0.00	36,523.10	31,500.00	31,500.00	-5,023.10	116 %
	Fund Total:	126,733.16	2,262,803.88	2,555,938.00	2,980,069.00	717,265.12	76 %

120 POLICE ADVANCED TRAINING FUND

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

130 TREE FUND

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

TOWN OF HOWEY-IN-THE-HILLS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 24

140 WATER IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
533000	Water Utility Services						
533000	Water Utility Services						
	633 Cap Outlay - Water	0.00	0.00	0.00	200,000.00	200,000.00	%
	640 Cap Outlay - Equipment	0.00	1,459,338.00	600,000.00	1,489,000.00	29,662.00	98 %
	950 Other Non Operating Uses	0.00	0.00	562,653.00	0.00	0.00	%
	Account Total:	0.00	1,459,338.00	1,162,653.00	1,689,000.00	229,662.00	86 %
	Account Group Total:	0.00	1,459,338.00	1,162,653.00	1,689,000.00	229,662.00	86 %
	Fund Total:	0.00	1,459,338.00	1,162,653.00	1,689,000.00	229,662.00	86 %

TOWN OF HOWEY-IN-THE-HILLS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 8 / 24

141 PARKS & REC IMPACT FEE FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
572000	Parks & Recreation						
572000	Parks & Recreation						
	615 Parks Expansion	0.00	345,854.35	400,000.00	580,000.00	234,145.65	60 %
	630 Cap Outlay - Improvements	0.00	3,200.00	0.00	30,000.00	26,800.00	11 %
	640 Cap Outlay - Equipment	0.00	28,564.89	0.00	32,500.00	3,935.11	88 %
	950 Other Non Operating Uses	0.00	0.00	338,000.00	37,500.00	37,500.00	%
	Account Total:	0.00	377,619.24	738,000.00	680,000.00	302,380.76	56 %
	Account Group Total:	0.00	377,619.24	738,000.00	680,000.00	302,380.76	56 %
	Fund Total:	0.00	377,619.24	738,000.00	680,000.00	302,380.76	56 %

142 POLICE IMPACT FEE FUND

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

143 ROAD IMPACT FEE FUND

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

144 WASTEWATER IMPACT FEE FUND

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

145 STORMWATER IMPACT FEE FUND

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

150 INFRASTRUCTURE FUND

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

155 BUILDING SERVICES FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
513000	Financial And Administrative						
513000	Financial And Administrative						
110	Executive Salaries	7,355.64	87,335.23	97,611.00	97,611.00	10,275.77	89 %
120	Salaries	4,353.03	68,693.50	110,870.00	94,870.00	26,176.50	72 %
140	Overtime Wages	0.00	853.91	600.00	1,000.00	146.09	85 %
210	Fica	702.26	9,450.45	12,936.00	12,936.00	3,485.55	73 %
211	Medicare	164.22	2,210.17	3,032.00	3,032.00	821.83	73 %
225	ICMA Retirement Contribution	835.66	11,147.84	20,908.00	16,908.00	5,760.16	66 %
230	Life & Health Ins.	2,067.91	27,889.91	41,931.00	34,931.00	7,041.09	80 %
240	Workers' Compensation	0.00	3,199.26	2,725.00	4,754.00	1,554.74	67 %
340	Other Contractual Services	0.00	0.00	1,419.00	1,419.00	1,419.00	%
342	Software & Annual Maintenance	0.00	600.77	860.00	860.00	259.23	70 %
350	Pre Employment Screening	0.00	0.00	200.00	200.00	200.00	%
410	Telephone & Communications	28.00	308.00	300.00	400.00	92.00	77 %
495	DBPR/DCA Impact Fees	0.00	4,339.55	0.00	8,000.00	3,660.45	54 %
510	Office Supplies	0.00	195.99	1,000.00	1,000.00	804.01	20 %
520	Operating Supplies	0.00	916.98	10,491.00	5,000.00	4,083.02	18 %
950	Other Non Operating Uses	0.00	0.00	69,204.00	0.00	0.00	%
	Account Total:	15,506.72	217,141.56	374,087.00	282,921.00	65,779.44	77 %
	Account Group Total:	15,506.72	217,141.56	374,087.00	282,921.00	65,779.44	77 %
519000	Other General Government						
519000	Other General Government						
341	Contractor - (Bldg Inspector -	0.00	264,308.54	304,478.00	300,000.00	35,691.46	88 %
520	Operating Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	0.00	264,308.54	305,478.00	301,000.00	36,691.46	88 %
	Account Group Total:	0.00	264,308.54	305,478.00	301,000.00	36,691.46	88 %
	Fund Total:	15,506.72	481,450.10	679,565.00	583,921.00	102,470.90	82 %

401 WATER/SANITATION FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
533000	Water Utility Services						
533000	Water Utility Services						
110	Executive Salaries	10,270.64	124,627.31	135,506.00	135,506.00	10,878.69	92 %
120	Salaries	20,390.56	240,824.73	289,218.00	289,218.00	48,393.27	83 %
140	Overtime Wages	1,573.03	17,928.71	15,500.00	15,500.00	-2,428.71	116 %
210	Fica	1,935.10	23,086.17	27,294.00	27,294.00	4,207.83	85 %
211	Medicare	452.55	5,399.19	6,383.00	6,383.00	983.81	85 %
225	ICMA Retirement Contribution	1,460.43	18,508.47	44,022.00	44,022.00	25,513.53	42 %
230	Life & Health Ins.	7,406.88	81,433.76	89,134.00	89,134.00	7,700.24	91 %
240	Workers' Compensation	0.00	6,676.49	5,737.00	9,932.00	3,255.51	67 %
310	Legal Fees	3,834.60	25,897.10	30,000.00	30,000.00	4,102.90	86 %
316	Town Planning/Engineering	0.00	8,405.00	20,000.00	20,000.00	11,595.00	42 %
320	Accounting & Auditing	0.00	0.00	14,250.00	14,250.00	14,250.00	%
340	Other Contractual Services	14,084.00	394,078.51	300,000.00	829,152.00	435,073.49	48 %
342	Software & Annual Maintenance	0.00	2,412.96	9,600.00	9,600.00	7,187.04	25 %
400	Travel & Per Diem	0.00	0.00	500.00	500.00	500.00	%
410	Telephone & Communications	169.27	5,191.16	5,050.00	5,103.00	-88.16	102 %
420	Freight/Postage/Shipping	0.00	0.00	200.00	200.00	200.00	%
430	Utility Services	0.00	47,523.88	44,000.00	44,000.00	-3,523.88	108 %
440	Rentals & Leases	29.93	734.21	1,500.00	1,500.00	765.79	49 %
451	Insurance	0.00	40,364.21	42,000.00	42,000.00	1,635.79	96 %
460	R & M - Equipment	0.00	3,582.54	45,000.00	45,000.00	41,417.46	8 %
461	R & M - Computer Maint	0.00	0.00	500.00	500.00	500.00	%
462	R & M - Building	0.00	2,114.13	5,000.00	5,000.00	2,885.87	42 %
463	R & M - Vehicles	0.00	7,194.81	1,100.00	8,100.00	905.19	89 %
466	R & M - Water	0.00	5,581.00	0.00	0.00	-5,581.00	%
470	Printing - General	0.00	0.00	100.00	100.00	100.00	%
490	Miscellaneous Expenses	0.00	0.00	100.00	50.00	50.00	%
492	Advertising	0.00	0.00	300.00	300.00	300.00	%
510	Office Supplies	0.00	114.82	1,000.00	1,000.00	885.18	11 %
520	Operating Supplies	2,511.80	92,707.42	221,400.00	141,400.00	48,692.58	66 %
523	Uniforms	0.00	0.00	150.00	150.00	150.00	%
524	Safety Equipment	0.00	227.99	400.00	400.00	172.01	57 %
540	Dues, Subscriptions, Licenses	0.00	4,918.33	800.00	800.00	-4,118.33	615 %
550	Training/Education/Tuition	0.00	582.85	500.00	550.00	-32.85	106 %
613	Cap Outlay - Wetland	0.00	0.00	8,050.00	8,050.00	8,050.00	%
630	Cap Outlay - Improvements	0.00	0.00	10,000.00	10,000.00	10,000.00	%
633	Cap Outlay - Water	0.00	0.00	4,260,000.00	4,260,000.00	4,260,000.00	%
650	Cap Outlay - Vehicles	0.00	0.00	6,076.00	6,076.00	6,076.00	%
710	Debt Principal/loan	0.00	0.00	114,085.00	114,085.00	114,085.00	%
720	Debt Interest/loan	0.00	30,544.62	30,545.00	30,545.00	0.38	100 %
950	Other Non Operating Uses	0.00	0.00	404,776.00	0.00	0.00	%
	Account Total:	64,118.79	1,190,660.37	6,189,776.00	6,245,400.00	5,054,739.63	19 %
	Account Group Total:	64,118.79	1,190,660.37	6,189,776.00	6,245,400.00	5,054,739.63	19 %
534000	Sanitation Department						

401 WATER/SANITATION FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
534000	Sanitation Department						
	340 Other Contractual Services	24,997.00	267,077.04	268,960.00	268,960.00	1,882.96	99 %
	Account Total:	24,997.00	267,077.04	268,960.00	268,960.00	1,882.96	99 %
	Account Group Total:	24,997.00	267,077.04	268,960.00	268,960.00	1,882.96	99 %
535000	Sewer, Wastewater Services						
535000	Sewer, Wastewater Services						
	430 Utility Services	9,017.15	137,741.44	100,000.00	100,000.00	-37,741.44	138 %
	460 R & M - Equipment	0.00	1,175.00	315,000.00	315,000.00	313,825.00	%
	466 R & M - Water	0.00	0.00	70,000.00	70,000.00	70,000.00	%
	Account Total:	9,017.15	138,916.44	485,000.00	485,000.00	346,083.56	29 %
	Account Group Total:	9,017.15	138,916.44	485,000.00	485,000.00	346,083.56	29 %
	Fund Total:	98,132.94	1,596,653.85	6,943,736.00	6,999,360.00	5,402,706.15	23 %

651 POLICE RETIREMENT FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
521000	Police						
521000	Police						
	310 Legal Fees	0.00	4,275.00	0.00	0.00	-4,275.00	%
	340 Other Contractual Services	0.00	11,745.44	0.00	0.00	-11,745.44	%
	490 Miscellaneous Expenses	0.00	0.00	198,423.00	198,423.00	198,423.00	%
	494 Benefit Payments	0.00	58,334.73	0.00	0.00	-58,334.73	%
	Account Total:	0.00	74,355.17	198,423.00	198,423.00	124,067.83	37 %
	Account Group Total:	0.00	74,355.17	198,423.00	198,423.00	124,067.83	37 %
	Fund Total:	0.00	74,355.17	198,423.00	198,423.00	124,067.83	37 %
	Grand Total:	240,372.82	0.00	6,283,457.22	13,293,673.00	13,461,131.00	7,177,673.78 47 %

1 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
311100 Ad Valorem Taxes	0.00	1,375,833.76	1,337,378.00	-38,455.76	103 %
311200 Tax Certificate Sale	0.00	60.00	0.00	-60.00	** %
314100 U.S.T. - Electricity	0.00	134,399.88	157,000.00	22,600.12	86 %
314300 U.S.T. - Water	0.00	61,209.93	84,879.00	23,669.07	72 %
314400 U.S.T. - Gas	346.36	2,589.19	0.00	-2,589.19	** %
314800 U.S.T. - Propane	65.03	1,017.29	2,500.00	1,482.71	41 %
315100 CST - Communications Services Tax	0.00	57,434.08	68,000.00	10,565.92	84 %
Account Group Total:	411.39	1,632,544.13	1,649,757.00	17,212.87	99 %
320000 LICENSES AND PERMITS					
321100 Town Business Tax Receipt	360.00	1,987.50	2,200.00	212.50	90 %
322201 Developer Fees Pd to Town	0.00	33,283.07	117,500.00	84,216.93	28 %
322202 Variance Fees	0.00	4,200.00	8,000.00	3,800.00	53 %
322205 DRC Fees	0.00	400.00	0.00	-400.00	** %
323100 Franchise Fee - Electric	35.94	86,506.63	110,000.00	23,493.37	79 %
323202 Franchise Fee - Sprint Tower Lease	3,386.00	36,460.22	39,440.00	2,979.78	92 %
323400 Franchise Fee - Gas	0.00	3,309.17	5,000.00	1,690.83	66 %
323700 Franchise Fee - Solid Waste	171.93	1,566.33	1,700.00	133.67	92 %
329100 Inspection Fees Collected Due Contractor	0.00	2,590.00	0.00	-2,590.00	** %
329500 Cemetery Fees-Permits	0.00	25.00	50.00	25.00	50 %
Account Group Total:	3,953.87	170,327.92	283,890.00	113,562.08	60 %
330000 INTERGOVERNMENTAL REVENUE					
331500 Federal Grant - Economic Environment - FEMA	0.00	0.00	20,000.00	20,000.00	0 %
331750 Marianne Beck Library, E-Rate	0.00	8,100.00	16,200.00	8,100.00	50 %
332700 ARPA Funds, Federal, Library	0.00	0.00	3,467.00	3,467.00	0 %
334200 State Grant - Public Safety	0.00	4,640.57	7,000.00	2,359.43	66 %
335125 State Revenue Sharing Proceeds	0.00	53,935.10	66,389.00	12,453.90	81 %
335150 SRS - Alcoholic Beverage License	0.00	1,419.38	2,800.00	1,380.62	51 %
335180 SRS- Local Govt. 1/2 Cent Sales Tax	0.00	109,569.18	129,847.00	20,277.82	84 %
337310 Lake County Water Authority Grant -	0.00	0.00	82,280.00	82,280.00	0 %
337710 Library Interlocal Agreement	3,963.00	47,321.14	47,556.00	234.86	100 %
337720 Library Expansion - Impact Fees Funds	0.00	1,318.38	20,707.00	19,388.62	6 %
338200 Lake County Business Tax Receipt	0.00	0.00	500.00	500.00	0 %
338900 Interest from Tax Collector	0.00	9.64	10.00	0.36	96 %
Account Group Total:	3,963.00	226,313.39	396,756.00	170,442.61	57 %
340000 Charges for Services					
341901 Public Record Requests	0.00	242.00	300.00	58.00	81 %
341903 Smoker Rental - non refundable	0.00	350.00	600.00	250.00	58 %
341920 Lien Search Charges	150.00	3,382.00	5,000.00	1,618.00	68 %
342910 School Resource Officer Services	0.00	196,018.32	192,623.00	-3,395.32	102 %
342960 Outside Security Services	0.00	8,195.00	12,000.00	3,805.00	68 %
343920 Boat Ramp Decals	280.00	4,300.00	4,000.00	-300.00	108 %
343930 Golf Cart Permits	60.00	660.00	1,000.00	340.00	66 %
343999 Miscellaneous Sales	0.00	892.13	900.00	7.87	99 %
344990 State Reimbursement, Street Lighting	0.00	12,796.55	5,768.00	-7,028.55	222 %
347100 Library - Fees	0.00	3,963.00	0.00	-3,963.00	** %
347101 Library copies/Faxes	45.80	772.60	1,500.00	727.40	52 %
347400 Service Charge - Special Events	120.00	155.00	400.00	245.00	39 %

1 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
Account Group Total:	655.80	231,726.60	224,091.00	-7,635.60	103 %
350000 FINES AND FORFEITS					
351100 Court Fines & Forfeits	0.00	6,027.68	20,000.00	13,972.32	30 %
352100 Library - Fines	51.30	750.09	800.00	49.91	94 %
Account Group Total:	51.30	6,777.77	20,800.00	14,022.23	33 %
360000					
361100 Interest Earnings	0.00	68,012.48	80,000.00	11,987.52	85 %
363400 Pd Vest Grant	0.00	0.00	3,500.00	3,500.00	0 %
363407 State Law Enforce Grant-PD Equip	0.00	0.00	165,858.00	165,858.00	0 %
364100 Sale - Cemetery Lots	0.00	25.00	1,000.00	975.00	3 %
366920 Donations - Police Dept.	0.00	419.25	172.00	-247.25	244 %
366930 Donation Historic Board	0.00	0.00	500.00	500.00	0 %
366980 Donations - General	0.00	40.00	0.00	-40.00	** %
366990 Donations - Special Events	0.00	17,410.00	17,340.00	-70.00	100 %
369300 SETTLEMENTS	48.00	140.49	500.00	359.51	28 %
369400 Insurance Refund	2,100.17	20,769.56	8,876.00	-11,893.56	234 %
369900 Miscellaneous Revenue	0.00	498.39	0.00	-498.39	** %
369910 Police Fees Collected	719.93	6,608.46	300.00	-6,308.46	*** %
Account Group Total:	2,868.10	113,923.63	278,046.00	164,122.37	41 %
380000 OTHER SOURCES					
389900 Use Of Fund Balance	0.00	0.00	126,729.00	126,729.00	0 %
Account Group Total:	0.00	0.00	126,729.00	126,729.00	0 %
390000					
399999	0.00	9,775.00	0.00	-9,775.00	** %
Account Group Total:	0.00	9,775.00	0.00	-9,775.00	** %
Fund Total:	11,903.46	2,391,388.44	2,980,069.00	588,680.56	80 %

09/03/24
08:52:56

TOWN OF HOWEY-IN-THE-HILLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 24

Page: 3 of 14
Report ID: B110

Item 15.

120 POLICE ADVANCED TRAINING FUND

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

09/03/24
08:52:56

TOWN OF HOWEY-IN-THE-HILLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 24

Page: 4 of 14
Report ID: B110

Item 15.

130 TREE FUND

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

140 WATER IMPACT FEE FUND

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

09/03/24
08:52:56

TOWN OF HOWEY-IN-THE-HILLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 24

Page: 6 of 14
Report ID: B110

Item 15.

141 PARKS & REC IMPACT FEE FUND

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

09/03/24
08:52:56

TOWN OF HOWEY-IN-THE-HILLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 24

Page: 7 of 14
Report ID: B110

Item 15.

142 POLICE IMPACT FEE FUND

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

09/03/24
08:52:56

TOWN OF HOWEY-IN-THE-HILLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 24

Page: 8 of 14
Report ID: B110

Item 15.

143 ROAD IMPACT FEE FUND

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

09/03/24
08:52:56

TOWN OF HOWEY-IN-THE-HILLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 24

Page: 9 of 14
Report ID: B110

Item 15.

144 WASTEWATER IMPACT FEE FUND

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

09/03/24
08:52:56

TOWN OF HOWEY-IN-THE-HILLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 8 / 24

Page: 10 of 14
Report ID: B110

Item 15.

145 STORMWATER IMPACT FEE FUND

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

150 INFRASTRUCTURE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
312300 County Ninth-Cent Gas Tax	1,147.02	11,319.66	10,000.00	-1,319.66	113 %
312410 L.F.T. - First (1 to 6 Cents)	0.00	37,414.05	42,933.00	5,518.95	87 %
312630 Discretionary Sales Surtax - Infrastructure	0.00	178,470.12	220,422.00	41,951.88	81 %
Account Group Total:	1,147.02	227,203.83	273,355.00	46,151.17	83 %
Fund Total:	1,147.02	227,203.83	273,355.00	46,151.17	83 %

155 BUILDING SERVICES FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
320000 LICENSES AND PERMITS					
322100 Zoning Permit Application Fees	157.50	3,560.99	5,000.00	1,439.01	71 %
322101 Plan Review (Bldg Inspector - 100%)	0.00	681.31	5,000.00	4,318.69	14 %
322102 Admin Fee (Town - 100%)	0.00	675.28	5,000.00	4,324.72	14 %
322304 Inspection Fees Collected Due Contr	5,604.89	248,739.98	300,000.00	51,260.02	83 %
322305 Permits Town %	4,500.40	208,905.65	201,865.00	-7,040.65	103 %
322307 Fees Income - DCA/DBPR	173.33	8,011.15	8,000.00	-11.15	100 %
Account Group Total:	10,436.12	470,574.36	524,865.00	54,290.64	90 %
380000 OTHER SOURCES					
389900 Use Of Fund Balance	0.00	0.00	59,056.00	59,056.00	0 %
Account Group Total:	0.00	0.00	59,056.00	59,056.00	0 %
Fund Total:	10,436.12	470,574.36	583,921.00	113,346.64	81 %

401 WATER/SANITATION FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
314300 U.S.T. - Water	7,033.88	14,996.66	0.00	-14,996.66	** %
Account Group Total:	7,033.88	14,996.66	0.00	-14,996.66	** %
330000 INTERGOVERNMENTAL REVENUE					
334310 State Grant - Water Supply System	0.00	0.00	4,250,000.00	4,250,000.00	0 %
334351 State Grant - Sewer	0.00	0.00	386,250.00	386,250.00	0 %
Account Group Total:	0.00	0.00	4,636,250.00	4,636,250.00	0 %
340000 Charges for Services					
343310 Water Sales	71,687.57	780,644.65	893,459.00	112,814.35	87 %
343350 FEES- NEW CON	0.00	77,543.70	68,200.00	-9,343.70	114 %
343400 Recycling	0.00	0.00	2,000.00	2,000.00	0 %
343410 Water Sys Improvement Fee	10,311.54	110,236.38	120,680.00	10,443.62	91 %
343500 Sanitation Revenue	28,900.81	306,901.67	349,647.00	42,745.33	88 %
343505 Sewer	0.00	-1.42	0.00	1.42	** %
343515 Waste Water, CDD	10,994.75	113,198.38	120,000.00	6,801.62	94 %
343525 Waste Water, Town	9,733.10	98,970.05	106,000.00	7,029.95	93 %
343600 Penalty Charges	1,621.38	18,013.95	20,500.00	2,486.05	88 %
Account Group Total:	133,249.15	1,505,507.36	1,680,486.00	174,978.64	90 %
350000 FINES AND FORFEITS					
353100 Utility/Meter Fines	0.00	3,525.00	4,000.00	475.00	88 %
Account Group Total:	0.00	3,525.00	4,000.00	475.00	88 %
360000					
361100 Interest Earnings	0.00	12,500.94	7,510.00	-4,990.94	166 %
369400 Insurance Refund	0.00	7,514.48	7,514.00	-0.48	100 %
369900 Miscellaneous Revenue	194.00	11,015.01	12,000.00	984.99	92 %
Account Group Total:	194.00	31,030.43	27,024.00	-4,006.43	115 %
380000 OTHER SOURCES					
389900 Use Of Fund Balance	0.00	0.00	651,600.00	651,600.00	0 %
Account Group Total:	0.00	0.00	651,600.00	651,600.00	0 %
Fund Total:	140,477.03	1,555,059.45	6,999,360.00	5,444,300.55	22 %

651 POLICE RETIREMENT FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
312520 State Pension Contribution	31,304.72	31,304.72	21,819.00	-9,485.72	143 %
Account Group Total:	31,304.72	31,304.72	21,819.00	-9,485.72	143 %
360000					
361300 Investment Earnings	0.00	381,367.84	0.00	-381,367.84	** %
368100 Employee Contribution	0.00	22,562.83	28,539.00	5,976.17	79 %
368200 Employer Contribution	0.00	111,263.90	148,065.00	36,801.10	75 %
Account Group Total:	0.00	515,194.57	176,604.00	-338,590.57	292 %
Fund Total:	31,304.72	546,499.29	198,423.00	-348,076.29	275 %
Grand Total:	195,268.35	6,149,496.74	13,461,131.00	7,311,634.26	46 %