



## **Town Council Meeting**

**May 27, 2025 at 6:00 PM**

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

---

### **Join Zoom Meeting:**

<https://us06web.zoom.us/j/86592422362?pwd=ni7hXp8K3obac19OCVuENZPWMM7t6u.1>

**Meeting ID:** 865 9242 2362 | **Passcode:** 531588

### **AGENDA**

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

### **ROLL CALL**

Acknowledgement of Quorum Present and Proper Notice Given

### **WELCOME AND INTRODUCTION OF GUESTS**

### **AGENDA APPROVAL/REVIEW**

### **PUBLIC QUESTION & COMMENT**

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

### **CONSENT AGENDA**

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

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

### **PUBLIC HEARING**

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

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT IN CHAPTER 8 OF THE TOWN'S COMPREHENSIVE PLAN BY UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO INCLUDE ESTIMATED CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2024-2025 THROUGH FISCAL YEAR 2029-2030 PURSUANT TO THE**

## **REQUIREMENTS OF CHAPTER 163 OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

- Mayor will read the Ordinance title.
- Town Manager will explain Ordinance 2025-001.
- Council Discussion.
- Mayor will open Public Comment and Questions for this item only.
- Mayor will close Public Comment.
- Motion to approve the first reading of Ordinance 2025-001.
- Roll Call Vote.

### **OLD BUSINESS**

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

### **NEW BUSINESS**

- 4.** Consideration and Approval: **Library Board Member Selection**
- 5.** Consideration and Approval: **T-Mobile Lease Extension Request**
- 6.** Consideration and Approval: **Resolution 2025-008 - Town's Electronic Sign Usage**

### **DEPARTMENT REPORTS**

- 7.** Town Manager

### **COUNCIL MEMBER COMMENT**

- 8.** Mayor Pro Tem Everline
- 9.** Councilor Arnold
- 10.** Councilor Miles
- 11.** Councilor Lannamañ
- 12.** Mayor Wells

### **ADJOURNMENT**

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

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

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

Topic: **Town Council Meeting**

Time: **May 27, 2025 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86592422362?pwd=ni7hXp8K3obac19OCVuENZPWMM7t6u.1>

Meeting ID: 865 9242 2362

Passcode: 531588

Dial by your location

**+1 646 558 8656 US (New York)**

**+1 346 248 7799 US (Houston)**

Meeting ID: 865 9242 2362

Passcode: 531588

Find your local number: <https://us06web.zoom.us/j/keC6yb5L9B>

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



## Town Council Meeting

May 12, 2025 at 6:00 PM

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

### MINUTES

Mayor Wells called the Town Council Special Meeting to order at 6:02 p.m.  
Mayor Wells led the attendees in the Pledge of Allegiance to the Flag.  
Councilor Reneé Lannamañ delivered an invocation.

### ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

### **MEMBERS PRESENT:**

Mayor Pro Tem Tim Everline | Councilor Jon Arnold | Councilor Reneé Lannamañ (via Zoom) | Mayor Graham Wells

### **MEMBERS ABSENT:**

Councilor David Miles

### **STAFF PRESENT:**

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

**Motion made by Mayor Pro Tem Everline to allow Councilor Lannamañ to participate and vote remotely via Zoom; seconded by Councilor Arnold. Motion approved unanimously by voice vote.**

### **Voting**

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

**Nay:** None

### WELCOME AND INTRODUCTION OF GUESTS

None

### AGENDA APPROVAL/REVIEW

**Motion made by Mayor Pro Tem Everline to table agenda item #6 (Consideration and Approval: SRO Agreement FY 25-26) to the first Town Council meeting in June (to allow Councilor Miles to participate in this matter); seconded by Councilor Arnold. Motion approved by voice vote.**



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

After this vote was taken, it was discovered that Councilor Miles would be at the second Town Council meeting in May.

*Due to issues with the Town Hall's internet connection, Councilor Lannamañ was briefly unable to hear the Town Council meeting and did not vote on the next motion, however her connection was restored shortly after the vote.*

**Motion made by Mayor Pro Tem Everline to revise the previous motion and table agenda item #6 (Consideration and Approval: SRO Agreement FY 25-26) to the May 27, 2025, Town Council Meeting; seconded by Councilor Arnold. Motion approved by voice vote.**

**Voting****Yea:** Mayor Pro Tem Everline, Councilor Arnold, Mayor Wells**Nay:** None**PUBLIC QUESTION & COMMENT**

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

**Carol Roque, 505 Mission Ln.** – Resident Carol Roque expressed her gratitude on behalf of the Howey Garden and Civic Club for being allowed to promote the Howey Mansion's May 3rd Founder's Day event using the Town's sign. She extended thanks to the Town Council, the Town of Howey-in-the-Hills, and the Friends of the Library, noting the event's tremendous success. Roque also spoke positively about the May 10th cotillion ball, describing it as a memorable evening and thanking Jon and Mary Arnold for attending. Councilor Jon Arnold acknowledged the appreciation and noted that the mansion also announced the Town's May 10th event at the conclusion of the May 3rd festivities.

**Marie Gallelli, 1104 N. Tangerine Ave.** – Resident Marie Gallelli raised concerns about rumors of a 400-home development on the Thompson property. Town staff clarified that no approvals have been granted, and any development would require rezoning and face infrastructure limitations. She also asked about Centennial event finances, and the Town Manager noted that sponsorship funds exceeded expenses, with about \$15,000 to be carried over for Christmas events. Gallelli questioned public access to staff meetings, which the Town Manager explained depends on the meeting type. Finally, she shared feedback that the Centennial celebration was too child-focused and suggested more adult-oriented activities for future events.

**Andi Everline, 1012 N. Lakeshore Blvd.** – Resident Andi Everline shared that she attended both the mansion and Town events and suggested they be held on the same day in the future. She felt this would allow the community to enjoy both experiences, with the Town event offering more kid-friendly activities and the mansion event providing opportunities like early holiday shopping.

**Banks Helfrich, 9100 Sams Lake Rd., Clermont FL.** – County resident Banks Helfrich offered a brief agricultural tip about loquats, then delivered remarks emphasizing public service and accountability in government.

**Lynne Husemann, 671 Avila Pl.** - Resident Lynne Husemann thanked the Town and everyone involved in organizing the Centennial event, especially those who worked to secure vendors and sponsors. She shared her experience handing out cotton candy and noted that both children and adults enjoyed it, expressing appreciation for the Town's efforts.

**Gavin Scheel, 123 E. Oak St.** – Resident Gavin Scheel raised concerns about one of the fishing piers on Lakeshore Blvd., noting it is not wheelchair accessible and questioning the purpose of constructing a new dock without ADA compliance. Public Services Director, Morgan Cates, responded that the Town intends to make all piers ADA accessible but is currently working through permitting challenges with the Department of Environmental Protection due to nearby wetlands. Mr. Scheel also asked if his band could perform at a future Town event. Mayor Wells expressed interest and suggested the idea of concerts in the park as a possible future opportunity.

**Andi Everline, 1012 N. Lakeshore Blvd.** - Resident Andi Everline followed up on a previous concern about the playground's lack of wheelchair accessibility, noting that the mulch has settled so low it poses a safety hazard. Public Services Director, Morgan Cates, responded that he contacted the playground mulch vendor after her last comment and is working to get the issue resolved.

### **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 April 28, 2025, Town Council Meeting.
2. The approval of the minutes and ratification and confirmation of all Town Council actions at the May 1, 2025, Town Council Special Meeting.
3. Consideration and Approval: **Lake County School Board Utility Easement Agreement**
4. Consideration and Approval: **Storm Debris Removal Agreement Option Selection**

Mayor Pro Tem Everline asked about the Town's satisfaction with the County's storm debris removal. Public Services Director, Morgan Cates, said that, while there were delays due to contractor availability, he was ultimately satisfied with the service, especially since it reduced the Town's administrative burden with FEMA. Mr. Cates also confirmed that the Public Works Department conducts an initial debris push and that backup contractors are improving capacity. Mayor Pro Tem Everline also inquired about the utility easement agreement with the school board, which Cates confirmed was overdue and necessary for infrastructure access. Mayor Wells clarified that the Town was proceeding with Option B for storm debris removal, where the Town pays 25% and the County covers the rest.

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

### **Voting**

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

**Nay:** None

### **PUBLIC HEARING**

None

### **OLD BUSINESS**

None

### **NEW BUSINESS**

5. Presentation: **Stormwater Management Program Implementation Overview**

Public Services Director, Morgan Cates, presented an overview of the Town's stormwater management program in preparation for hurricane season. Mr. Cates emphasized that the Town actively maintains its stormwater infrastructure and is working to secure grants for new treatment structures along Lakeshore Blvd. to protect Little Lake Harris. The stormwater master plan outlines strategies for flood control, pollution prevention, and regulatory compliance, including public education and collaboration with HOAs. Mr. Cates explained that, while the Town is responsible for infrastructure within the rights-of-way, HOAs manage stormwater systems within their subdivisions under permits transferred from developers. He detailed the Town's response procedures for illicit discharges and stressed the importance of public reporting.

Councilor Arnold asked about regional drainage concerns and detection of improper dumping. Mr. Cates confirmed that the Town operates independently of surrounding systems and enforces stormwater violations through code compliance when necessary.

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

This agenda item was tabled during the Agenda Approval portion of the meeting. This item will come back up before the Town Council during the 5/27/2025 Town Council Meeting.

**DEPARTMENT REPORTS**

7. Town Hall

This report was included in the meeting's packet.

8. Police Department

This report was included in the meeting's packet.

9. Code Enforcement

This report was included in the meeting's packet.

10. Lake County Fire Rescue

None

11. Public Services Department

This report was included in the meeting's packet.

12. Parks & Recreation

This report was included in the meeting's packet.

13. Library / Community Events

Mayor Pro Tem Everline raised questions, including the absence of recent library reports, which the Town Manager attributed to the director being occupied with events.

14. Town Attorney

None

#### 15. Finance Supervisor

Mayor Wells highlighted the financial update through March, including pie charts showing revenue and expenditure breakdowns. Mayor Wells noted that, while ad valorem taxes form the largest revenue source, more than half comes from other streams. The Police Department accounts for 35% of expenditures.

Mayor Pro Tem Everline also inquired about the tree fund balance, which was confirmed as unchanged at \$1,815, and questioned a \$2,500 overage in the library executive salary, which resulted from a vacation payout to the retired Library Director, Tara Hall. He also sought clarification on over-budget items in the capital outlay, including water equipment and police vehicle costs. The Town Manager explained that some were due to timing—equipment ordered in one fiscal year but paid for in the next—and noted that police vehicle costs were largely offset by grant reimbursements.

Councilor Arnold raised a question about why Town residents pay for both the Lake County Sheriff's Office and the Town's Police Department. Mayor Wells and Town Manager, Sean O'Keefe, explained that ad valorem taxes fund county services, including the sheriff, regardless of municipal departments. Councilor Arnold and Mayor Pro Tem Everline questioned why the Town provides police services to nearby developments like Cypress Point and Bishops Gate without reimbursement. Mr. O'Keefe discussed potential options such as Municipal Service Benefit Units (MSBUs), where developments could enter agreements to fund supplemental services.

Police Lieutenant, Mike Giddens, explained that mutual aid statutes require response to emergencies outside Town limits but not routine calls, and noted that Howey officers often assist nearby areas due to limited county coverage. Councilor Arnold emphasized the need to explore ways to increase funding for the Police Department, given the broader area it often serves. Lt. Giddens added that social media often misattributes incidents outside of Howey-in-the-Hills to the Town due to postal address confusion, contributing to public misunderstanding.

#### 16. Town Manager

Town Manager, Sean O'Keefe, extended his appreciation to all who contributed to the success of the Town's Centennial Founder's Day celebrations, including staff, volunteers, vendors, sponsors, entertainers, and the descendants of William J. Howey. He emphasized the planning and cooperation required for such events and noted the strong turnout and favorable weather. He also announced that the Town's Memorial Day ceremony will take place on Monday, May 26 at 10 a.m. at Taylor Memorial Cemetery, with a reminder that the regular Town Council meeting had been rescheduled to Tuesday, May 27 due to the holiday. Councilor Arnold added a brief clarification distinguishing Memorial Day as a time to honor those who have fallen, as opposed to Veterans Day.

### **COUNCIL MEMBER COMMENT**

#### 17. Mayor Pro Tem Everline

Mayor Pro Tem Everline shared a concern raised by Bud Buecher, who was upset about an eminent domain discussion at a recent Town Council meeting. Mr. Buecher believed the discussion targeted the Central Lake CDD property, which Mayor Pro Tem Everline clarified was not the case. Mayor Pro Tem Everline suggested that such topics be handled with greater discretion to avoid misunderstandings that could hinder potential negotiations.

Mayor Pro Tem Everline also relayed a complaint from residents of the Venezia Townhomes about problematic parking that affects visibility and emergency access. Residents claimed they received little

help when contacting the police, as there was confusion over whether it was a Town or HOA issue. Town staff clarified that, while the development has a property management group and should have an HOA in place, communication with residents may be lacking. Parking enforcement is complicated by recent state legislation that limits HOA authority over public roadways. However, if vehicles are blocking access or posing safety issues, residents can contact the police for assistance.

Mayor Pro Tem Everline also noted that the library was closed on the Saturday of the Founder's Day Event and asked about public notice. Staff confirmed that notice was sent via email to library cardholders and posted on social media. Mayor Pro Tem Everline suggested improving event outreach, such as including flyers with water bills. Mayor Wells supported the idea, noting that printing and mailing costs are relatively low and could be budgeted if staff are available to create the materials.

18. Councilor Arnold

None

19. Councilor Miles

None

20. Councilor Lannamañ

Councilor Lannamañ expressed her appreciation to Town staff for their efforts in organizing the May 10th Centennial Founder's Day event, calling it family-friendly and well-executed. While acknowledging previous feedback that it may have been too focused on children, she emphasized the importance of offering plenty of activities for families, noting that areas like Talichet and Venezia have many young children. She also thanked the event sponsors for their investment in the community and confirmed that the Venezia Townhomes have a responsive property management company capable of addressing resident concerns. She concluded by praising staff for their dedication and hard work in making the celebration a success.

21. Mayor Wells

Mayor Wells acknowledged the controversy surrounding the eminent domain discussion at a prior Town Council meeting, agreeing with Mayor Pro Tem Everline that it may have caused unnecessary tension, especially with the Central Lake CDD stakeholders like Bud Buecher. He emphasized that the Town lacks the leverage to pursue such measures effectively and that more tactful communication would be more productive. Regarding the Town's Centennial Founder's Day event, Mayor Wells addressed a critical email suggesting the Town should be "ashamed" of the event, which he strongly refuted. He highlighted the extensive planning by staff, the wide range of family activities, and the positive public feedback. He also noted the generous sponsorships, donations to the Friends of the Library, and the significant community turnout, calling the event a source of pride for the Town.

Councilor Lannamañ echoed support for the event and reinforced the importance of avoiding public discussions of complex issues like eminent domain. She explained that such matters are typically handled behind the scenes until properly developed. She stressed the importance of diplomacy in dealings with stakeholders like the Central Lake CDD, especially given the Town's current infrastructure challenges.

Police Lieutenant, Mike Giddens, and Public Services Director, Morgan Cates, also praised the Founder's Day celebration, commending the strong turnout, smooth coordination, and the dedication of staff who worked long hours to make the event a success. All agreed that the event reflected well on the Town and its commitment to community spirit.

**ADJOURNMENT**

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

The Meeting adjourned at 7:35 p.m. | **Attendees: 29**

\_\_\_\_\_  
Graham Wells, CMC, Mayor

ATTEST:

\_\_\_\_\_  
John Brock, Town Clerk

DRAFT



**Date:** May 27, 2025

**To:** Mayor and Town Council

**From:** Sean O’Keefe, Town Manager

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

**Objective:**

To obtain Town Council approval on the second reading of Ordinance 2025-001, amending the Capital Improvements Element of the Town’s Comprehensive Plan to reflect the updated Five-Year Schedule of Capital Improvements for Fiscal Years 2024-2025 through 2029-2030, as required by Florida Statutes.

**Summary:**

Ordinance 2025-001 proposes an amendment to the Capital Improvements Element (CIE) in Chapter 8 of the Town’s Comprehensive Plan. This annual update, as required by Section 163.3177(3) of the Florida Statutes, ensures that the Town’s capital improvement planning is in compliance with state mandates for growth management and infrastructure planning.

The updated Five-Year Schedule of Capital Improvements (Schedule) includes projected expenditures for critical municipal infrastructure projects spanning fiscal years 2024-2025 through 2029-2030. These projects address needs in public safety, transportation, utilities, and parks and recreation, ensuring that the Town maintains concurrency with adopted Levels of Service (LOS) standards.

The updated Schedule (Attachment A to Ordinance 2025-001) was reviewed and recommended by the Planning and Zoning Board and is consistent with the policies of the Comprehensive Plan.

Differences requested from the last Council discussion on the topic have been included: adjustments in road reconstruction amounts; splitting of Sara Maude repair and renovation; moving municipal complex out one year; and changing funding sources for finger piers and boat ramp dock.

**Fiscal Impact:**

The fiscal impact associated with this proposal is reflected in the Town’s Capital Improvement Plan and is consistent with the adopted budget projections for each fiscal year within the Schedule.

**Staff Recommendation:**

Staff recommends approval of the second reading of Ordinance 2025-001.

**ORDINANCE NO. 2025-001**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT IN CHAPTER 8 OF THE TOWN'S COMPREHENSIVE PLAN BY UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO INCLUDE ESTIMATED CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2024-2025 THROUGH FISCAL YEAR 2029-2030 PURSUANT TO THE REQUIREMENTS OF CHAPTER 163 OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

*Whereas*, Chapter 8 of the Comprehensive Plan for the Town of Howey-in-the-Hills includes the statutorily required Capital Improvements Element.

*Whereas*, Subsection 163.3177(3) of the Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements (the "Schedule") of the Capital Improvements Element ("CIE") of the Comprehensive Plan.

*Whereas*, this Ordinance updates the Schedule to comply with the requirements of Subsection 163.3177(3) of the Florida Statutes.

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA:**

**Section 1. Recitals.** That the foregoing "whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2. Amendment.** The Five-Year Schedule of Capital Improvements set forth in Table 20 in Chapter 8 of the Town's Comprehensive Plan is hereby updated and amended in compliance with Section 163.3177 of the Florida Statutes and is replaced with the updated version of the Table 20 attached hereto as **Attachment A** to include estimated capital improvements for fiscal year 2024-2025 through fiscal year 2029-2030.

**Section 3. Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby superseded to the extent of such conflict.

**Section 4. Codification.** It is the intent of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Howey-in-the-Hills Comprehensive Plan and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

**Section 5. Severability.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.



**Section 6. Effective Date.** This ordinance shall become effective immediately upon its passage and approval as a non-emergency ordinance at two regular meetings of the Town Council.

**PASSED AND ORDAINED** this 18th day of April, 2025, by the Town Council of the Town of Howey-in-the-Hills, Florida.

\_\_\_\_\_  
Graham Wells, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY**  
for use and reliance by the Town of Howey-in-the-Hills, Florida, only.

\_\_\_\_\_  
John M Brock, Town Clerk

\_\_\_\_\_  
Thomas J Wilkes, Town Attorney

Planning and Zoning Board Reading held March 27, 2025  
First Reading held April 14, 2025  
Second Reading and Adoption held April 28, 2025  
Advertising April 18, 2025

75  
76  
77  
78  
79

**ATTACHMENT A**  
**TOWN OF HOWEY-IN-THE-HILLS**  
**5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**  
**FY 2024-2025 THROUGH FY 2029-2030**

**TABLE 20**  
**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**  
**5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS**

Description	Funding Source	FY25	FY26	FY27	FY28	FY29	FY30	Total
<b>Public Works</b>								
Annual stormwater improvements	Various	\$ 190,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 440,000
Central Avenue Streetscape	General Fund					\$ 30,000	\$ 500,000	\$ 530,000
Talichet Lift Station Upgrade	Various	\$ 90,000						\$ 90,000
Emergency Lift Station Bypass Pumps	Various	\$ 340,000	\$ 150,000					\$ 490,000
Install Sanitary Sewer to Replace Septic	Various	\$ 185,000	\$ 500,000	\$ 2,500,000				\$ 3,185,000
N. Water Treatment Plant Construction	Various	\$4,250,000	\$ 2,000,000	\$ 2,000,000	\$2,000,000			\$10,250,000
Wastewater Treatment Plant Acquisition	Impact Fees (WW)			\$ 5,000,000	\$5,000,000	\$5,000,000		\$15,000,000
WTP #1 Improvements	Various			\$ 750,000	\$ 300,000			\$ 1,050,000
Road Reconstruction	Transportation	\$ 500,000	\$ 150,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 1,510,000
Sidewalk Improvements	General Fund	\$ 10,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 310,000
Venezia & Talichet Second Accesses	General Fund			\$ 75,000		\$ 75,000		\$ 150,000
Water Mains - North	Impact Fees (Water)			\$ 600,000				\$ 600,000
Water Mains - South	Impact Fees (Water)			\$ 300,000				\$ 300,000
Water Tower Repair and Painting	General Fund						\$ 500,000	\$ 500,000
Fire Truck Repair and Painting	General Fund	\$ 25,000						\$ 25,000
								<b>\$ 34,430,000</b>
<b>General Community Services</b>								
Library Expansion	Impact Fees		\$ 200,000	\$ 800,000	\$ 200,000			\$ 1,200,000
Municipal Complex	Various			\$ 1,400,000			\$14,000,000	\$15,400,000
Community Center	Various						\$ 200,000	\$ 200,000
								<b>\$ 16,800,000</b>
<b>Parks and Recreation</b>								
Convert Landfill to Park (Peak Park)	Impact Fees (Parks)						\$ 5,000	\$ 5,000
Central Park Basketball Court Refinishing	General Fund		\$50,000					\$ 50,000
Grove Square Park	Impact Fees (Parks)			\$ 10,000				\$ 10,000
Improvements to Griffin Park	Impact Fees (Parks)				\$ 10,000		\$ 90,000	\$ 100,000
Lakeshore Shoreline Improvements	Grant (Unspecified)			100,000	\$ 200,000	\$ 720,000		\$ 1,020,000
Repair Sara Maude Park	Impact Fees (Parks)	\$ 530,000						
Renovate Sara Maude Park	Impact Fees (Parks)				\$ 300,000			\$ 300,000
Replace Finger Piers	Infrastructure	\$ 50,000	\$ 30,000	\$ 150,000				\$ 230,000
Boat Ramp Dock Replacement	Infrastructure		\$ 100,000					\$ 100,000
Pine Park Construction	Impact Fees (Parks)				\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
								<b>\$ 2,415,000</b>
Per Year		\$6,170,000	\$ 3,290,000	\$ 14,010,000	\$8,535,000	\$6,350,000	\$15,820,000	
Program Total								<b>\$53,645,000</b>

<b>TABLE 20 A</b>								
<b>TOWN OF HOWEY-IN-THE-HILLS, FLORIDA</b>								
<b>5-YEAR ESTIMATED SCHEDULE OF CAPITAL IMPROVEMENTS</b>								
<b>Description</b>	<b>Funding Source</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>	<b>FY29</b>	<b>FY30</b>	<b>CIP Total</b>
<b>Transportation Mitigation Projects</b>								
SR 19 @ CR 48 Intersection	Fair Share			\$ 742,500				\$ 742,500
SR 19 @ Central Ave Intersection	Fair Share			\$ 742,500				\$ 742,500
Revels Rd @ SR 19 Intersection	Fair Share					\$ 742,500		\$ 742,500
Florida Ave @ SR 19 Intersection	Fair Share			\$ 148,500				\$ 148,500
Florida Ave @ Number 2 Rd. Intersection	Fair Share				\$ 148,500			\$ 148,500
Pedestrian Improvements	Various		\$ 20,000	\$ 20,000	\$ 20,000	\$ 40,000		\$ 100,000
Bicycle Improvements	Various			\$ 20,000	\$ 30,000	\$ 50,000		\$ 100,000
Streetscape	Various					\$ 250,000		\$ 250,000
<b>Total</b>		<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 1,673,500</b>	<b>\$ 198,500</b>	<b>\$1,082,500</b>	<b>\$ -</b>	<b>\$ 2,974,500</b>
<b>Total including Table 20 and 20A</b>								<b>\$56,619,500</b>

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Annual Stormwater Improvements				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
LCWA Grant		1		\$ 142,500						\$ 142,500
General Fund		1		\$ 47,500	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 247,500
<p>Description of Project (200 words or less):</p> <p>This project consist of improving the stormwater features and structures throughout Town and making improvements/upgrades to the direct discharge stormwater structures along N. Lakeshore Blvd and S. Lakeshore Blvd to ensure better water quality in Little Lake Harris.</p> <p>Cost was determined by the Public Services Director for small stormwater projects for a typical year. For FY25, this is the Town Engineer's estimated costs as required for the application to the LCWA grant to perform a water quality stormwater project along N. Lakeshore.</p> <p>Public Works Director will be applying for additional grants to cover stormwater projects in the upcoming years.</p> <p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Providing stormwater improvements and water quality improvements throughout the Town is one of the requirements of the Town's FDEP* Phase II MS4* NPDES* Permit. The Town has to generate annual reports to FEDP. FDEP(Florida Department of Enviromental Protection)* MS4(Municipal Separate Storm Sewer System)* NPDES(National Pollutant Discharge</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025		Project Title: Central Avenue Streetscape						Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
General Fund								30,000	500,000	\$530,000
<p>Description of Project (200 words or less):</p> <p>As the downtown area is developed, a streetscape will be a necessary component of the redesign/revitalization process.</p> <p>Costs were based upon estimates from original project proposal.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>After a Community Redevelopment Agency is created, developing the downtown will necessitate a streetscape implementation.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates				
Planning & Zoning Board Recommendation:				Town Council Approval and Date:		POC Phone Number: 352-805-0205				
Town Manager Recommendation:						POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>				

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Talichet Lift Station Upgrade				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
General Fund Grants				\$90,000						\$ 90,000
										\$ -
<p>Description of Project (200 words or less):</p> <p>This project consists of installing upgrades at the Talichet Lift Station to include, upgraded panel box with SCADA and High Level Alarms, 6' Chainlink Fence with gates, and gravel around the entire Lift Station.</p> <p>Costs were determined from quotes received from vendors and RCM Utilities.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Installing upgraded panel and SCADA system at the lift station would provide 24 hour monitoring of the lift stations. The chainlink fence would provide extra security to the lift station.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Emergency Lift Station Bypass Pumps				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
General Fund Grants				\$85,000	37,500					\$ 122,500
				\$ 255,000	\$ 112,500					\$ 367,500
<p>Description of Project (200 words or less):</p> <p>This project consist of installing two emergency bypass pumps at two Town-owned lift stations.</p> <p>Costs were determined from a quote from URE (Utility Repair Experts).</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Installing emergency bypass pumps at the lift station would provide service to the lift stations during all emergency situations.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			



Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Install Sanitary Sewer to Replace Septic				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Grant Funds					500,000	2,500,000				3,000,000
Utility Fund Sewer Impact				185,000						185,000
										0
										0
Total					500,000					3,185,000
<p>Description of Project (200 words or less):</p> <p>Using grant funds available from DEP, to install gravity flow sewer mains throughout Howey in the Hills to connect all existing houses to new sanitary sewer lines. Connect new line and a small lift station at each side intersecting streets to the existing force main on west side of South Florida Avenue. Properly abandon all septic tanks currently installed throughout Howey. Require all property owners with existing houses or residences to hook up. Any vacant lots must hook up to sanitary sewer system upon construction. Town Utility Fund will cover any grant matching or ineligible costs with sewer impact fees. Residents will pay standard monthly sewer charges per utility fund rate schedule in the future to maintain system.</p> <p>Costs were estimated by Councilor Miles.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>This project will use existing available grant funds to continue the Town's efforts to provide sanitary sewer service to all properties within Town Boundaries. This is in keeping with County, State, and Federal goals to keep our environment clean and healthy for all residents.</p>										
Is It related to other projects? If yes, list them. Center Street Sanitary Sewer System.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: N. Water Treatment Plant Construction				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
State Appropriations				\$ 4,250,000						\$ 4,250,000
Other					\$ 2,000,000	\$ 2,000,000	\$ 500,000			\$ 4,500,000
Description of Project (200 words or less):										
<p>This project consist of the drilling of two wells, and the design, engineering, and construction of the North Water Treatment Plant to replace the existing aging well #3.</p> <p>Total costs were determined by research of similar projects throughout the state, as well as adjusting the cost of the Town's previous project with inflation.</p>										
Justification and Urgency for the Project (When is it required to be complete and why?):										
<p>Well #3 is aging out, reaching the end of its life expectinency, and also becoming costly to maintain. The current well is also located on FDOT right of way, in which the Town's leases with FDOT, will run out in 2032.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

**Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan**

Date: 1/23/2025			Project Title: Wastewater Treatment Plant Acquisition					Project Number: DRM03		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees (Wastewater)						5,000,000	5,000,000	5,000,000		15,000,000
Total										15,000,000
<p>Description of Project (200 words or less):</p> <p>Sanitary Sewer Services are currently provided to a portion of the Town of Howey In The Hills and a portion of unincorporated Lake County by the Central Lake County Community Development District (CDD) which was established by Lake County Ordinance 2001-75 on May 11, 2001 in accordance with Chapter 190, Florida Statutes. All of the CDD Water and Sewer Service areas are located within the Town of Howey In The Hills Water and Sewer Service Area as provided in Lake County Ordinance 2013-29 (as amended). This capital project provides for the Town of Howey In The Hills to acquire the assets of the Central Lake County Community Development District by paying Lake County the value of the District's Net Assets, plus any related legal and administrative expenses. The last available audited Financial Statements of the CDD, dated September 30, 2021, place its Total Net Position at \$291,898. As these financial statements are over fifteen (15) months old, it is anticipated the value may have increased since that date. This project has therefore been estimated at \$500,000 for the Net Asset value of the District, plus administrative and legal expenses. The Town would assume all assets and liabilities of the District upon acquisition, including the remaining three and one-half year lease, and four each, ten year extensions of the lease with Sewer and Water Plant Investments, LLC (previously Packing House By-Products, Co.), both entities owned by the previous Developer of Mission Inn. Lease payments are calculated each year based on a formula detailed in the lease agreement.</p> <p>Justification and Urgency for the Project (When is it required to be complete and why?): The Town of Howey in The Hills is currently negotiating with five (or more) Developers of Land located within its Town Limits to build large numbers of residential housing units, and some number of commercial and industrial properties. These properties and additional ones that may surface in the future in the Town Of Howey In The Hills Service Area, will require water and sewer services. The Orlando-Kissimmee Metropolitan Area is expanding rapidly and is now approaching the Town of Howey In The Hills. In the next five to ten years the population of the Town of Howey In The Hills is expected to expand into a much larger Town. If the Town is to develop properly in agreement with interests of the existing Town residents, it is imperative that the Town must control the water and sewer services in its service area. The Town currently operates its own water services and some retail wastewater collection services. This acquisition, in cooperation with Lake County, will allow the Town on a cost effective basis, to operate wholesale wastewater collection and treatment services. Together with the acquisition and expansion of the Drake Point water and wastewater plants approved by Lake County within the Town of Howey Water and Wastewater Service Area, the Town of Howey in the Hills will be able to serve customers within its service area.</p>										
Is It related to other projects? If yes, list them. Drake Point Water and Wastewater Treatment Plants Acquisition										
What Department Will Be Responsible For The Project?: Public Works and Finance							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: WTP #1 Improvements				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Water Utility Fund					\$ 400,000	\$ 200,000				\$ 600,000
Water Impact Fees					\$ 350,000	\$ 100,000				\$ 450,000
<p>Description of Project (200 words or less):</p> <p>This project consist of necessary improvements to Water Treatment Plant #1, including replacing the existing horizontal split-case high service pump station with a vertical turbine high service pump station. The proposed vertical turbine pumps will be can-mounted with an intake header pipe install below the ground storage tank floor in order to have full use of the tank's storage capacity.</p> <p>Total costs were determined by HALFF.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>These improvements are necessary to implement as soon as the new WTP #3 is completed.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025		Project Title: Road Reconstruction						Project Number:														
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals												
Transportation		153		\$415,000	\$500,000	\$150,000	\$215,000	\$215,000	\$215,000	1,710,000												
General Fund		1			\$0	\$0	\$0	\$0	\$0	0												
<p>Description of Project (200 words or less):</p> <p>This project consists of road reconstruction projects throughout town to ensure existing town roads are brought up to current town standards. Roads are scheduled based on a Road Inventory List created by the Public Services Director, with a rolling five-year Road Improvement List.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">FY24</td> <td>N. Citrus Avenue – 1,116 LF</td> </tr> <tr> <td>FY25</td> <td>E. Gardenia Street – 826 LF; E. Holly Street – 752 LF</td> </tr> <tr> <td>FY26</td> <td>N. Tangerine Avenue – 1,400 LF</td> </tr> <tr> <td>FY27</td> <td>N. Georgia Avenue – 656 LF; W. Pine Street – 370 LF; W. Palmetto Avenue – 347 LF</td> </tr> <tr> <td>FY28</td> <td>N. Valencia Avenue – 1,121 LF; Mission Lane – 1,335 LF</td> </tr> <tr> <td>FY29</td> <td>E. Croton Way - 1,650 LF</td> </tr> </table>											FY24	N. Citrus Avenue – 1,116 LF	FY25	E. Gardenia Street – 826 LF; E. Holly Street – 752 LF	FY26	N. Tangerine Avenue – 1,400 LF	FY27	N. Georgia Avenue – 656 LF; W. Pine Street – 370 LF; W. Palmetto Avenue – 347 LF	FY28	N. Valencia Avenue – 1,121 LF; Mission Lane – 1,335 LF	FY29	E. Croton Way - 1,650 LF
FY24	N. Citrus Avenue – 1,116 LF																					
FY25	E. Gardenia Street – 826 LF; E. Holly Street – 752 LF																					
FY26	N. Tangerine Avenue – 1,400 LF																					
FY27	N. Georgia Avenue – 656 LF; W. Pine Street – 370 LF; W. Palmetto Avenue – 347 LF																					
FY28	N. Valencia Avenue – 1,121 LF; Mission Lane – 1,335 LF																					
FY29	E. Croton Way - 1,650 LF																					
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Existing town road conditions do not meet current town standards, and some town road conditions cause safety issues. In addition, roads need maintenance on an ongoing cycle.</p>																						
<p>Is It related to other projects? If yes, list them.</p>																						
What Department Will Be Responsible For The Project?: Public Works						Department Point of Contact: Morgan Cates																
Planning & Zoning Board Recommendation:				Town Council Approval and Date:		POC Phone Number: 352-805-0205																
Town Manager Recommendation:						POC Email: mcates@howey.org																

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Sidewalk Improvements				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
General Fund		1		\$ 10,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 310,000
<p>Description of Project (200 words or less):</p> <p>This project consist of making improvements and repairs to the existing sidewalks throughout Town. This project may also consist of adding new sidewalk features to enhance existing sidewalks.</p> <p>Costs were determined by previous sidewalk improvement project costs and estimates for upcoming project costs.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Making improvements and repairs to existing sidewalks to ensure the sidewalks throughout Town meet all current *A.D.A regulations to provide safe pedestrian traffic. *A.D.A(Americans with Disabilities Act).</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Venezia and Talichet Second Accesses				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
General Fund						\$ 75,000		\$ 75,000		\$ 150,000
<p>Description of Project (200 words or less):</p> <p>This project consists of providing a second access for Venezia and Talichet Subdivisions by connecting Bellissimo Place to E. Revels Road and Avila Place to W. Central Ave.</p> <p>Costs were estimated by Town Engineer.</p> <p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Connecting Bellissimo Place to Revels Road and Avila Place to W. Central Ave would provide a second access for Venezia and Talichet homeowners, Town residents and the general public.</p> <p>Is It related to other projects? If yes, list them.</p>										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:					Town Council Approval and Date:		POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Water Mains - North				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Water Impact Fee		140				\$ 600,000				\$ 600,000
<p>Description of Project (200 words or less):</p> <p>This project consists of replacing old existing metal pipe water mains with new pvc/poly pipe or epoxy lining.</p> <p>Costs were determined by Public Works in working with vendors. Public Works is researching grants to cover cost.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Replacing the old metal pipe water mains with new pvc/poly pipe will help provide better water quality and lessen the amount of costly repairs.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			



Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Water Mains - South				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees (Water)		401				\$ 300,000				\$ 300,000
<p>Description of Project (200 words or less):</p> <p>This project consists of replacing old existing metal pipe water mains with new pvc/poly pipe or epoxy lining.</p> <p>Costs were determined by Public Works in working with vendors. Public Works is researching grants to cover cost.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Replacing the old metal pipe water mains with new pvc/poly pipe will help provide better water quality and lessen the amount of costly repairs.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 03/25/2025				Project Title: Water Tower Repair and Painting				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY 2026	FY2027	FY 2028	FY2029	FY2030	Project Totals
General Fund		1							\$ 500,000	\$ 500,000
<p>Description of Project (200 words or less):</p> <p>This project consist of painting and maintenance of the existing nonoperational elevated water tower.</p> <p>Costs were determined by quotes aquired by the Public Utilities Supervisor and Public Works Director.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>The existing water tower has been out of use since the plant upgrade in 2012, as the tower is a landmark and used as a cell phone tower maintance is needed. The town will also have its 100 year anniversary in 2025 and the town council as express interest in the tower being painted for the celebration.</p> <p>There is also a time restriction on the window for the work to be done due to an active Osprey nest on the tower, work must be done while the nest is empty so it can be removed.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Fire Truck Repair and Painting				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
General Fund		1		\$ 25,000						\$ 25,000
<p>Description of Project (200 words or less):</p> <p>This project consists of Repairing and Painting of the 1945 Mack Fire Truck. The Town has partnered with Lake Tech College to upgrade the 1945 Mack Fire Truck with a modern engine and chassis to create an updated reliable truck. Lake Tech will supply the labor and the Town will supply the parts to cut the cost on the restoration.</p> <p>Costs were determined by the Public Services Director, Police Chief, and Lake Tech College along with a similar project completed by Pembroke Pines Fire Department.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Replacing the old metal pipe water mains with new pvc/poly pipe will help provide better water quality and lessen the amount of costly repairs.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: January 23, 2025		Project Title: Library Expansion					Project Number:			
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
County Impact Fees					\$200,000	\$800,000	\$200,000			\$1,200,000
<p>Description of Project (200 words or less):</p> <p>Due to the projected growth coming to the Howey area, the Town will need to increase the size of the library to accommodate this increase. The library needs study/meeting rooms to accommodate those who need privacy and quiet to work on school or professional business. The children's area also needs to increase due to an influx of families into our area. An expansion would also allow more shelving to be added for more titles.</p> <p>Estimated costs were based on the actual costs of a previous expansion, and are limited by the annual request limit.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>The American Library Association had a formula for planning library sizes for populations under 10,000: Book inventory (per capita) should be 3.5 to 5; total sq. ft. (per capita) should be 0.7 sq. ft - 0.9 sq. ft. For a Town serving an area of (potentially) 10,000 residents, there should be minimally 35,000 items in a building that is minimally 7,000 sq. ft. Compare these numbers to the current 13,000 items and 4,000 sq. ft.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Library							Department Point of Contact: Amanda Moldan			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352.324.0254			
Town Manager Recommendation:							POC Email: <a href="mailto:amoldan@howey.org">amoldan@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: January 23, 2025		Project Title: Municipal Complex						Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Various (Impact Fees)						\$1,400,000			\$14,000,000	\$15,400,000
<p>Description of Project (200 words or less):</p> <p>Create a concept design of a town hall/public safety building. The building must meet all safety, hardening concepts, and all current security requirements. The area needs to provide adequate parking for visitors &amp; staff. The location should include any future growth for the facility as well.</p> <p>Costs were determined by consultant.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>The Police Department and Town Hall are currently operating out of approximately 1500 square feet each. The architect said the PD should be at a minimum of 15,000 square feet to meet the current demand of todays world. As we grow, we are quickly running out of room and parking. The facility should be evaluated for a growth period of 20 years. The building is long over due for todays standards. When funding is available, the design will take around 1 year to design and agree on a design. the second year will be bidding the project and selecting a contractor that specializes in law enforcement facility construction, like Ajax Construction. The 2 to 3 remaining years will be site preparation and building and inspecting the facility as its built. I would suggest a construction manager be hired to over see this function. Specialty sub contractors should be used to coordinate IT, building security and controlled access entry/exit points. It's my belief this project will take up to 5 years from design to finish. The estimated budget is 8 to 10 million. This does not include any furniture, IT equipment, etc.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?:				Police & Building services for permits			Department Point of Contact: Rick Thomas			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-324-2030			
Town Manager Recommendation:							POC Email: <a href="mailto:rthomas@howey.org">rthomas@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: January 23, 2025		Project Title: Community Center						Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Various (Impact Fees)									\$200,000	\$200,000
<p>Description of Project (200 words or less):</p> <p>Create a concept design of a community center. The area needs to provide adequate parking for visitors &amp; staff. As a proposed expansion of this concept: work with Town Hall and Public Works to create a joint Municipal Complex.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Except for the library, the Town does not currently have freely accesible "third places" for residents to meet and do activities.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Town Hall							Department Point of Contact: Sean O'Keefe			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-324-2030			
Town Manager Recommendation:							POC Email: <a href="mailto:sokeefe@howey.org">sokeefe@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Convert Landfill to Park (Peak Park)				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees (Parks)		141							\$ 5,000	\$ 5,000
<p>Description of Project (200 words or less):</p> <p>This project consists of repurposing the landfill for recreational purposes.</p> <p>Costs were based on estimate from Town Engineer.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Redesigning the landfill will turn an unused parcel into a Town asset as a recreational space, taking advantage of its high elevation.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Repair/Replace Finger Piers				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
General Fund		1			\$ 50,000					\$ 50,000
<p>Description of Project (200 words or less):</p> <p>This project consists of refinishing, painting, adding pickleball court paint lines and nets on the basketball court at Central Park.</p> <p>Costs were determined by vendor estimates.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>The existing basketball court is faded and uneven in areas.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			



Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Grove Square Park				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees (Parks)		141				\$ 10,000				\$ 10,000
<p>Description of Project (200 words or less):</p> <p>This project consists of having a landscape engineer create a design for the property.</p> <p>Costs were based on estimate from consultant hourly rates.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Redesigning Grove Square is intended to allow for a business incubation area for small businesses, as well as a park-type area for residents to congregate.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Improvements to Griffin Park				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY26	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees		141						\$ 10,000		\$ 10,000
Grants										\$ -
<p>Description of Project (200 words or less):</p> <p>This project consists of adding additional recreational amenities to Griffin Park.</p> <p>Costs were as received from playground equipment vendors.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Adding additional recreational amenities to Griffin Park will create a better experience for Town residents and the general public.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Lakeshore Shoreline Improvements				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Grants (Unspecified)						\$ 100,000	\$ 200,000	\$ 720,000		\$ 1,020,000
<p>Description of Project (200 words or less):</p> <p>This project consists of Little Lake Harris shoreline improvements to include; shoreline restoration, kayak launches and parking.</p> <p>Costs were determined from similar projects funded by the same grant.</p> <p>Justification and Urgency for the Project (When is it required to be complete and why?):</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Repair Sara Maude park				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees (Parks)		141		\$ 530,000						\$ 530,000
<p>Description of Project (200 words or less):</p> <p>This project may also consist of making repairs or renovations to the existing boardwalk.</p> <p>Costs were estimated.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Currently the park is closed due to the damages substained to the boardwalk during Hurricane Ian.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:					Town Council Approval and Date:			POC Phone Number: 352-805-0205		
Town Manager Recommendation:								POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>		

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Renovate Sara Maude park				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees (Parks)		141						\$ 300,000		\$ 300,000
<p>Description of Project (200 words or less):</p> <p>This project consists of renovating the existing parking area at the park entrance along S. Lakeshore Blvd to allow for additional parking. This project may also consist of making repairs or renovations to the existing boardwalk.</p> <p>Costs were estimated.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Currently there is not adequate parking at the park entrance along S. Lakeshore Blvd.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Replace Finger Piers				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Infrastructure		150		\$ 50,000	\$ 30,000	\$ 150,000				\$ 230,000
<p>Description of Project (200 words or less):</p> <p>This project consists of the replacement of existing finger piers that are located along North and South Lakeshore Blvd.</p> <p>Costs were determined by vendor estimates.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>To replace existing finger piers to provide a safe location for Town residents and the general public to fish on Little Lake Harris.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Replace Boat Ramp Dock				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	Current Budget FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Infrastructure		150			\$ 100,000					\$ 100,000
<p>Description of Project (200 words or less):</p> <p>This project consists of replacing the existing Boat Ramp Dock that is located along North Lakeshore Blvd at Griffin Stormwater Park.</p> <p>Costs were determined by vendor estimates.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>To replace existing Boat Ramp Dock to provide a safe location for Town residents and the general public to moor (tie off) their vessels while loading or unloading at the boat ramp on Little Lake Harris.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			

Capital Expenditure Project  
Town of Howey In The Hills  
FY25-30 Capital Project Plan

Date: 1/23/2025				Project Title: Pine Park Construction				Project Number:		
Source of Funds	Fund Title:	Fund No.	Prior Years Expenditure Summary \$:	FY25	FY26	FY27	FY28	FY29	FY30	Project Totals
Impact Fees		141					\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
<p>Description of Project (200 words or less):</p> <p>This project consists of adding amenities to Pine Park (Venezia South Park). In FY 2028-30 it is proposed to add a parking area for Public Access and start the design and construction of adding a bicycle trailhead and pickleball courts, per the Parks &amp; Recreation Board.</p> <p>Costs were estimated by Town Engineer.</p>										
<p>Justification and Urgency for the Project (When is it required to be complete and why?):</p> <p>Adding amenities to Pine Park is necessary to solidify the deal the Town made with the Venezia HOA for ownership of the property.</p>										
Is It related to other projects? If yes, list them.										
What Department Will Be Responsible For The Project?: Public Works							Department Point of Contact: Morgan Cates			
Planning & Zoning Board Recommendation:				Town Council Approval and Date:			POC Phone Number: 352-805-0205			
Town Manager Recommendation:							POC Email: <a href="mailto:mcates@howey.org">mcates@howey.org</a>			





**Date:** May 12, 2025

**To:** Mayor and Town Council

**From:** Sean O’Keefe

**Re:** Consideration and Approval: **SRO Agreement FY 25-26**

**Objective:**

To consider whether to renew the annual **School Resource Officer (SRO) Agreement** with the Lake County School Board for the 2025–2026 school year, providing three Howey-in-the-Hills Police Officers at three Lake County schools.

**Summary:**

The agreement proposes the placement of three sworn officers at the Lake Hills School, Academy at Lake Hills North, and Lake Success Academy. Lake County School’s fiscal year is July to June. The school term is from August 11, 2025, to the last day of school in May 2026. Under the agreement, the Town is reimbursed only for direct personnel costs (salary, FICA, pension, and health insurance) during the 10-month school year. All other costs, including equipment, vehicles, training, administrative support, and leave coverage, remain the responsibility of the Town.

The Town Council is asked to consider renewal of the agreement or to redirect the associated costs to address internal staffing priorities, as raised by the Mayor and Finance staff.

*Financial Details (based on FY25 actuals to date)*

- **Reimbursement:** \$185,000-\$200,000
- **Personnel Cost:** \$280,000
- **Operations and Maintenance Cost:** over \$20,000
- **Net Subsidy of Lake County Schools by Town:** Approximately \$100,000 annually
- **Additional costs:** coverage for sick/vacation and administrative overhead

After accounting for time spent at the school, mandatory training, holidays, and personal leave, each officer provides approximately 218 base hours annually of work for the Town, equivalent to 18 shifts of 12 hours. If an officer participates in a Lake County Schools summer program and the Florida Association of School Resource Officers (FASRO) conference, the number of hours available to work in Town is further reduced by 117 hours.

**Fiscal Impact:**

Continuing the agreement results in a net annual loss to the Town of approximately \$100,000.

**Staff Recommendation:**

Given the significant financial concerns, absence of a statutory requirement, and the critical need to stabilize staffing, staff recommends Council consider non-renewal of the agreement.

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,  
AND THE TOWN OF HOWEY IN THE HILLS, FOR  
SCHOOL RESOURCE OFFICER PROGRAM [2025-2026]**

This **AGREEMENT** is entered into by and between the **Town of Howey in the Hills**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

**WITNESSETH:**

**WHEREAS**, the SCHOOL BOARD is seeking three (3) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

**WHEREAS**, the LAW ENFORCEMENT AGENCY is willing to place three (3) **Town of Howey in the Hills** Police Officers at **Lake Hills School (1), Academy at Lake Hills North (1), Lake Success Academy (1)** for the purpose of carrying out this school program.

**NOW, THEREFORE**, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide three (3) sworn **Town of Howey in the Hills** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three (3) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 11<sup>th</sup> day of August 2025 through the last day of school for students in May 2026.

2. Compensation. The SCHOOL BOARD will pay the **Town of Howey in the Hills** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1<sup>st</sup> day of September 2025 for services rendered beginning August 11,

2025 and continuing on the 1<sup>st</sup> day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three (3) designated schools. The SROs shall interact with students and provide security at the three (3) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it’s officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the three (3) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will

communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the three (3) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three (3) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period.

Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools  
School Board of Lake County  
201 West Burleigh Boulevard  
Tavares, FL 32778

LAW ENFORCEMENT  
AGENCY:

Chief of Police  
Town of Howey Police Department  
111 North Palm Avenue  
Howey in the Hills, FL 34737

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the respective dates under each signature.

**“SCHOOL BOARD”**

**THE SCHOOL BOARD OF LAKE COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
Tyler Brandeburg, Chairperson

Date: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_  
Diane S. Kornegay, Superintendent

\_\_\_\_\_  
School Board Attorney

**“LAW ENFORCEMENT AGENCY”**  
**TOWN OF HOWEY IN THE HILLS, FLORIDA**

By: \_\_\_\_\_  
Graham Wells, Mayor

Date: \_\_\_\_\_

Approved as to form:

Attest: \_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
Town of Howey Attorney



**EXHIBIT “A”**

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Town of Howey Police Department’s standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Town of Howey Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school’s computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO’s supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer’s supervisor of the school’s calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated

school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

Object	Object Description	Corbitt	Knox	Monroe	Total
120	Salaries	\$ 48,342.32	\$ 51,338.56	\$ 50,242.92	\$ 149,923.80
131	Events Payroll	\$ 250.00	\$ 5,750.00	\$ 4,700.00	\$ 10,700.00
140	Overtime Wages	\$ 4,654.72	\$ 4,310.14	\$ 4,668.14	\$ 13,633.00
150	Police-Incentive Pay	\$ 480.00	\$ 720.00	\$ 720.00	\$ 1,920.00
210	Fica	\$ 3,331.08	\$ 3,851.36	\$ 3,740.53	\$ 10,922.96
211	Medicare	\$ 779.04	\$ 900.72	\$ 874.80	\$ 2,554.56
220	Police Retirement Contribution	\$ 15,037.74	\$ 15,850.88	\$ 15,643.45	\$ 46,532.08
230	Life & Health Ins	\$ 16,885.00	\$ 10,445.00	\$ 10,445.00	\$ 37,775.00
240	Workers' Compensation	\$ 1,963.86	\$ 1,963.86	\$ 1,963.86	\$ 5,891.58
340	Other Contractual Services	\$ -	\$ -	\$ -	\$ -
342	Software & Annual Maintenance	\$ -	\$ -	\$ -	\$ -
350	Pre Employment Screening	\$ -	\$ -	\$ -	\$ -
400	Travel & Per Diem	\$ -	\$ -	\$ -	\$ -
410	Telephone & Communications	\$ 383.52	\$ 383.52	\$ 383.52	\$ 1,150.56
420	Freight/Postage/Shipping	\$ -	\$ -	\$ -	\$ -
430	Utility Services	\$ -	\$ -	\$ -	\$ -
440	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
451	Insurance	\$ 890.00	\$ 890.00	\$ 890.00	\$ 2,670.00
460	R & M - Equipment	\$ -	\$ -	\$ -	\$ -
461	R & M - Computer Maint	\$ -	\$ -	\$ -	\$ -
462	R & M - Building	\$ -	\$ -	\$ -	\$ -
463	R & M - Vehicles	\$ 2,158.80	\$ 2,158.80	\$ 2,158.80	\$ 6,476.40
510	Office Supplies	\$ -	\$ -	\$ -	\$ -
520	Operating Supplies	\$ -	\$ -	\$ -	\$ -
522	Gas & Oil	\$ 3,299.92	\$ 3,299.92	\$ 3,299.92	\$ 9,899.76
523	Uniforms	\$ 331.26	\$ 331.26	\$ 331.26	\$ 993.77
525	Weapons	\$ -	\$ -	\$ -	\$ -
540	Dues, Subscriptions, Licenses	\$ -	\$ -	\$ -	\$ -
550	Training/Education/Tuition	\$ -	\$ -	\$ -	\$ -
650	Cap Outlay - Vehicles	\$ -	\$ -	\$ -	\$ -
		\$ 98,787.26	\$ 102,194.02	\$ 100,062.20	\$ 301,043.47

The contract with the School Board of Lake County for the School Resource Officer program is scheduled for renewal for the 2025-2026 school year. I am recommending that the council vote **not** to renew this contract. Declining to renew would allow us the option to redirect the cost of funding this program to increase the salaries and benefits of our road patrol officers in the upcoming budget year.

As background, the School Board's year runs from July to June, which is why the contract is coming before council on the May 12 agenda. The contract proposes placing one Howey police officer, as currently provided, in each of the following schools:

1. Lake Hills School;
2. Academy at Lake Hills North; and
3. Lake Success Academy.

Notably, only five children (of 281 total students) attending the three schools live within the town limits. There are no Howey children in Lake Hills North or Lake Success. (Data provided by Lake County Schools)

The School Board of Lake County reimburses the town only for a portion of the personnel costs of the officers: salaries, FICA, pension contributions, and health insurance, and only for the ten months of the year while school is in session. The School Board does not reimburse the town for the cost of police vehicles, fuel, repairs, uniforms, body armor, equipment, the cost of recruiting, screening, training, radios, phones, or email accounts, coverage for accrued vacation and sick leave, or for salaries and benefits for the other two months while school is not in session.

According to the data analysis by Oscar Ojeda, the Finance Supervisor, taking into account the current level of reimbursement from the School Board, the three officers are costing the town approximately **\$100,000 a year, above and beyond the reimbursement** paid by the School Board of Lake County. This is effectively a subsidy to a larger government entity and adds a burden on the town taxpayers who already pay property taxes to the School Board (6.122 mills) in addition to the property taxes paid to the town.

The costs this school year (SY 24-25) are broken down as follows:

- The personnel cost for the three officers is around \$280,000 per year with actual reimbursement to date of \$100,450 (first 2 quarters) with anticipated reimbursement being \$185,830 to \$200,900 for the entire school year.
- The operations and maintenance cost for these three officers is estimated to be in excess of \$20,000 annually.
- Each officer receives 13 days of vacation time and 13 days of sick time annually, creating scheduling gaps that require costly overtime or the reassignment of Lt. Giddens.
- The current amount of accrued vacation time for the three officers is over \$9,500.
- The town also pays for 11 days of holiday time.

- Officers also take their vehicles home, which adds approximately 15,000 miles to the vehicles per year, with a cost of around \$11,000 for gas, repairs and depreciation for the transit alone.

It is also important to point out that, if the town does not provide the three School Resource Officers, they will be provided by another law enforcement agency. The children will continue to be protected. For instance, the City of Umatilla has three schools (Elementary, Middle and High) within its city limits, and the School Resource Officer for each of those three schools is covered by the Sheriff's Office and not by the city. This is in line with Section 1006.12 of the Florida Statutes which does not mandate that the town provides School Resource Officers.

As Mayor and as a resident, I am very pro-police. I believe strongly that a portion of the \$100,000 savings can be used to solve a problem in the town: police officer retention. Since I was elected in November 2024, I have attended two swearing-in ceremonies for new officers. We currently have one officer who has just left to join Astatula and another, a current School Resource Officer, who is looking to join Mt. Dora. This revolving door of officers leaving the town is a long-standing problem. Since 2021, the town has lost nine full-time officers.

This pattern of attrition comes at a high cost. Recruiting, training, and equipping new officers is both expensive and time intensive. The funds currently used to subsidize the SRO program could be more strategically deployed to increase the wages and benefits of our road patrol officers, who serve our residents directly. Staff are also researching options to enhance the benefits package, including potential participation in the Florida Retirement System (FRS) and improvements to our health insurance options. A redirection of the funds used for the SRO program would significantly support those efforts and, by extension, help stabilize the department.

Given the financial burden to the Town, the absence of a statutory mandate, and the clear need to improve officer retention, I urge the Council to **vote against renewal of the 2025–2026 SRO contract**. This decision will allow us to reinvest in our core police force and better serve the residents of Howey-in-the-Hills.

Graham Wells  
Mayor

**To: Town Manager and Town Council**

**From: Chief Rick Thomas**

**Date: May 12, 2025**

**Subject: School Resource Officers**

Please accept this memo as input regarding the School Resource Officer (SRO) positions in Howey-in-the-Hills. I was not aware that the Town Manager and Mayor would be submitting a letter opposing the SRO contract, so I apologize for not providing this perspective sooner.

Upon review, I find that the financial data presented by the Finance Supervisor reflects broad averages and may not accurately represent the actual cost to the town. I am happy to provide more detailed calculations if the Council would like further clarification.

It was also noted that during the summer months, the town receives fewer hours of service from the SRO if he/she work the summer program. While this is accurate, it also results in a proportional reduction in cost to the town through a separate contract.

For those on the Council familiar with my service, you are aware that I strongly support continuing the SRO program. Several key benefits include:

- Additional manpower for coverage during special events, officer leave, or illness.
- Without SROs, the Howey-in-the-Hills Police Department will still be required to respond to school-related incidents, which may result in removing the only on-duty officer from town patrol.
- A safe and secure school environment directly supports a safe and secure town. Utilizing our department for SRO duties promotes seamless coordination across all town safety operations.

The town has already invested in vehicles, uniforms, and equipment for these officers. These officers also remain on-call for emergencies, even while assigned to schools. While concerns have been raised about officer pay and retention, terminating an officer—particularly one who is a town resident—will harm employee morale. In my opinion, the town's modest financial investment yields substantial public safety benefits.

Should the Town Council choose to terminate the agreement with Lake County Schools to reallocate *approximately \$100,000* in the budget, I respectfully request that the currently employed officer remain with the department. The other two vacant positions could remain unfilled for the time being. This would enable coverage across day and evening shifts, with some overlap at night. One-officer coverage is insufficient and increasingly unsafe, particularly given the town's growth and increased traffic volume.

Maintaining a minimum of six full-time officers, in addition to the Chief and Lieutenant, would provide basic coverage needed for day-to-day operation and during absences while allowing us to address competitive pay concerns with all of the current police department staff.

Finally, I would remind the Council that the Chief and Lieutenant carry numerous responsibilities uncommon for their counterparts in other agencies—such as evidence handling, fleet and records management, procurement, background investigations, events, investigations, IST, and grant oversight. When staffing is reduced, it becomes increasingly difficult to fulfill our administrative and operational duties effectively and accurately.

I am available to provide additional information or clarification if requested.

Sincerely,

Chief H. Rick Thomas





---

**Date:** May 27, 2025

**To:** Mayor and Town Council

**From:** John Brock, Deputy Town Manager / Town Clerk

**Re:** Consideration and Approval: **Library Board Member Selection**

**Objective:**

To appoint one new member to the Library Board from among two applicants.

**Summary:**

The Library Board of the Town of Howey-in-the-Hills is composed of volunteer residents who support the mission and operations of the Town's public library by guiding its programs, services, and strategic direction. A vacancy has arisen on the Board, and the Town has received two applications from interested residents: Gavin Scheel and Tara Hall.

Each applicant brings with them distinct perspectives and experiences to the role, and the Council is encouraged to review all applications carefully in selecting a candidate who will best complement the existing board and support the library's continued development.

**Fiscal Impact:**

There is no fiscal impact. Library Board members serve on a voluntary basis and receive no compensation.

**Staff Recommendation:**

Staff does not make specific recommendations regarding individual applicants for the Library Board. However, staff recommends that Council consider each applicant's qualifications, experience, and potential contribution to the Library Board in making its appointment.

# TOWN OF HOWEY-IN-THE-HILLS

## APPLICATION FOR BOARDS/COMMITTEES

Please Print Legibly

Name: Gavin Schell Date: 5/14/2025

Home Mailing Address: 123 E Oak St Howey in the Hills FL

Home Physical Address: 123 E Oak St Howey in the Hills FL

Florida Drivers License or ID: \_\_\_\_\_

Phone Number: 407-507-5370 E-mail Address: gavinschell1515@gmail.com

Education: High School Diploma

Business (Name & Type): N/A

Business Address: N/A

Business Phone: N/A Position: N/A

Training or experience related to activities of boards or committees to which appointment is sought:  
volunteer at Library

Professional Organizations: N/A

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

Name of Boards/Committee(s):

Dates Served:

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

- |  |   |
|--|---|
| <input type="checkbox"/> Cemetery Board              | <input type="checkbox"/> Police Pension Board   |
| <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Utility Advisory Board |
| <input checked="" type="checkbox"/> Library Board    | <input type="checkbox"/> Visioning Committee    |
| <input type="checkbox"/> Parks & Recreation Board    | <input type="checkbox"/> Other                  |
| <input type="checkbox"/> Planning & Zoning Board     | <input type="checkbox"/> Other                  |

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

	Name	Address	Phone Number
1	<u>Keith Caniglia</u>	<u>301 S Palm Ave</u>	<u>352-617-0157</u>
2	<u>Jacob McGrath</u>	<u>N/A</u>	<u>352-516-0984</u>
3	<u>Greg Neal</u>	<u>112 E Myrtle St</u> <u>Howey in the Hills</u>	<u>513-375-8542</u>

Signature of Applicant

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

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Board \_\_\_\_\_

Appointed by Town Council \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED

MAY 14 2025

Town of  
Howey-in-the-Hills



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

Item 4.

Please Print Legibly

Name: Tara Hall Date: 5/21/25  
Home Mailing Address: 107 East Orchid Way  
Home Physical Address: same  
Florida Drivers License or ID: \_\_\_\_\_  
Phone Number: 352-408-1007 E-mail Address: nhborn56@yahoo.com  
Education: High School, Associates  
Business (Name & Type): Retired  
Business Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Position: \_\_\_\_\_  
Training or experience related to activities of boards or committees to which appointment is sought:  
past board member, Library Director  
Professional Organizations: ALA, Association for Small and Rural Libraries  
Association of Christian Librarians  
Have you served on a Town Board(s)/Committee(s) in the past? ☒ Yes ☐ No  
Name of Boards/Committee(s): Library Board Dates Served: 2002-2008

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

<input type="checkbox"/> Cemetery Board	<input type="checkbox"/> Police Pension Board
<input type="checkbox"/> Historic Preservation Board	<input type="checkbox"/> Utility Advisory Board
<input checked="" type="checkbox"/> Library Board	<input type="checkbox"/> Visioning Committee
<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> Other
<input type="checkbox"/> Planning & Zoning Board	<input type="checkbox"/> Other

RECEIVED

MAY 21 2025

Town of  
Howey-in-the-Hills

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

	Name	Address	Phone Number
1	<u>Jim Steele</u>		<u>407-314-8413</u>
2	<u>Graham Wells</u>		<u>407-491-7777</u>
3	<u>George Taylor</u>		<u>352-253-6166</u>

Tara Hall  
Signature of Applicant

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

Additional information may be attached to this form.

FOR TOWN HALL USE

Received by \_\_\_\_\_ Date \_\_\_\_\_  
Reviewed by Board \_\_\_\_\_  
Appointed by Town Council \_\_\_\_\_ Date \_\_\_\_\_



---

**Date:** May 27, 2025

**To:** Mayor and Town Council

**From:** Sean O’Keefe, Town Manager

**Re:** Consideration and Approval: **T-Mobile Lease Extension Request**

**Objective:**

To approve an amendment to the lease agreement between the Town of Howey-in-the-Hills and T-Mobile, granting the tenant the option to extend the agreement for an additional five-year term.

**Summary:**

T-Mobile currently leases space on Town-owned property located at 316 W. Grant Street, Howey-in-the-Hills, FL 34737, for the operation of telecommunications equipment. The original lease was executed on May 31, 2001, and was subsequently amended on July 26, 2006.

The current lease is set to expire at midnight on May 30, 2026. T-Mobile has requested a lease amendment that would allow for an additional five-year extension beyond the current expiration date.

The proposed amendment secures continuity of service for residents, businesses, and emergency responders who rely on T-Mobile’s network coverage. It also continues the Town’s long-standing partnership with the provider while maintaining revenue generated through lease payments.

**Fiscal Impact:**

The Town earns a revenue of approximately \$40,000 annually from this agreement. T-Mobile will remain responsible for lease payments as outlined in the existing and amended agreement.

**Staff Recommendation:**

Staff recommends that the Town Council approve the proposed lease amendment with T-Mobile.

## SECOND AMENDMENT TO PCS SITE AGREEMENT

This Second Amendment to PCS Site Agreement ("**Second Amendment**") is made effective the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the Town of Howey-In-The-Hills, Florida, a Florida municipal corporation ("**Owner**"), and SprintCom, Inc., a Kansas corporation ("**Tenant**"). Owner and Tenant are collectively referred to herein as the "**Parties**."

### RECITALS

WHEREAS, Tenant's and Owner's predecessors in interest entered into that certain PCS Site Agreement dated May 31, 2001, and as amended by the First Amendment to PCS Site Agreement dated July 26, 2006 (collectively the "**Agreement**"), pursuant to which Tenant is leasing space for a telecommunications facility at 316 W. Grant Street, Town of Howey-In-The-Hills, Lake County, Florida 34737 (as more fully described in the Agreement, the "**Site**"). Owner and Tenant now wish to further amend the Agreement as set forth below.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Second Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.
2. The term of the Agreement will expire on midnight May 30, 2026 (the "**Current Term**"), and Tenant shall have the right to extend this Agreement for five (5) additional five-year terms (each, a "**Renewal Term**"), respectively, on the same terms and conditions as set forth in the Agreement except as amended. The Agreement shall automatically renew for each Renewal Term unless Tenant notifies the Owner, in writing, of Tenant's intention not to renew the Agreement at least thirty (30) days prior to the expiration of the immediately preceding Renewal Term. If Tenant shall remain in possession of the Property at the expiration of this Agreement without a written Agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Agreement, as amended.
3. Tenant's address for notice purposes in section 6 of the Agreement is hereby updated with the following:

#### **TENANT:**

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/Site No. A2E5019S



4. Each person signing this Second Amendment on behalf of the Tenant or Owner represents that he or she is duly authorized to sign this Second Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.

5. The Owner warrants and represents that the consent or approval of no third-party, including, without limitation, a lender, is required with respect to the Owner's execution of this Second Amendment, or if any such third party consent or approval is required, the Owner has obtained any and all such consents or approvals.

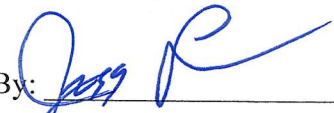
6. The Agreement remains in full force and effect as amended by this Second Amendment and is hereby ratified and confirmed by the Parties.

7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above.

**Tenant:**

SprintCom, Inc.,  
a Kansas corporation

By:   
Name: Jess Louk  
Title: Director, Network Engineering & Ops  
Date: 5/19/25

**Owner:**

Town of Howey-In-The-Hills, Florida  
a Florida municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Site Name: Little Lake Harris

Site I. D. #: OR54XC017B

**1. Premises and Use.** Town of Howey-In-The-Hills, Florida, a Florida municipal corporation ("Owner") leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below: [Check appropriate box(es)]

- ☒ A 15' x 25' parcel of land consisting of approximately 375 square feet upon which SprintCom will construct its ☒ equipment base station;
- ☒ Water Tower antenna space between the 127 foot and 135 foot level on the Water Tower;
- ☒ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SprintCom, source of electric and telephone facilities. The Site will be used by SprintCom for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks) and related fixtures. SprintCom will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SprintCom will have access to the Site 24 hours per day, 7 days per week.

**2. Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SprintCom provides Owner notice of intention not to renew, not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

**3. Rent.** Until the date, which is 15 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$1,000.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$1,500.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each subsequent year will be the annual rent in effect for the prior year, increased by three percent (3%).

**4. Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment. Provided however, that Owner and Owner employees shall have unencumbered access to the Property, on which the Site is located.

**5. Assignment/Subletting.** Tenant shall have the right to sublease or assign its rights under this Agreement, upon providing written notice to Owner.

**6. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom are to be sent to: SprintCom, Inc., 1357 Hembree Road, #100, Roswell, GA 30076, Attn: Lease Management, with a copy to; Sprint Law Department, 6391 Sprint Parkway, Mailstop: KSOPHT0101-Z2020, Overland Park, KS 66251-2020, Attn: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

**7. Improvements.** SprintCom may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SprintCom may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

**8. Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in

substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will comply with all applicable laws relating to its possession and use of the Site.

**9. Interference.** SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.

**10. Utilities.** Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

**11. Termination.** SprintCom may terminate this Agreement at any time by notice to Owner without further liability if SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination all prepaid rent will be retained by Owner, unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

**12. Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

**13. Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SprintCom will not introduce or use any such substance on the Site in violation of any applicable law.

**14. Taxes.** SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

**15. Insurance.** SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner.

**16. Maintenance.** SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall

reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

**17. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of Lake County, Florida; (c) If requested by SprintCom, Owner agrees promptly to execute and deliver to SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

**18. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement; Exhibits A & B.

Town of Howey-In-The-Hills, Florida, a Florida corporation Item 5. cipal

By:

Name: Gregory J. Bittner

Title: Mayor

Attest:

Name: Marge E. Strausbaugh

Title: Town Clerk

Tax ID#: 59-1061566

Address: P.O. Box 67, Howey-In-The-Hills, FL 34737

Date: 5/31/01

SprintCom, Inc., a Kansas corporation

By:

Name: James W. Greene

Title: Director-Site Development

Address: 1357 Hembree Road, Suite 100, Roswell, GA 30076

Date: 5/31/01

Witness:

Print Name: ALISON SKIPPER

Witness:

Print Name: Susan Bortone



## EXHIBIT A

Item 5.

Site Name: Little Lake Harris

PCS Site Agreement

Site I. D. #: OR54XC017B

## Site Description

Site situated in the Town of Howey-In-The-Hills, County of Lake, State of Florida, commonly described as follows:

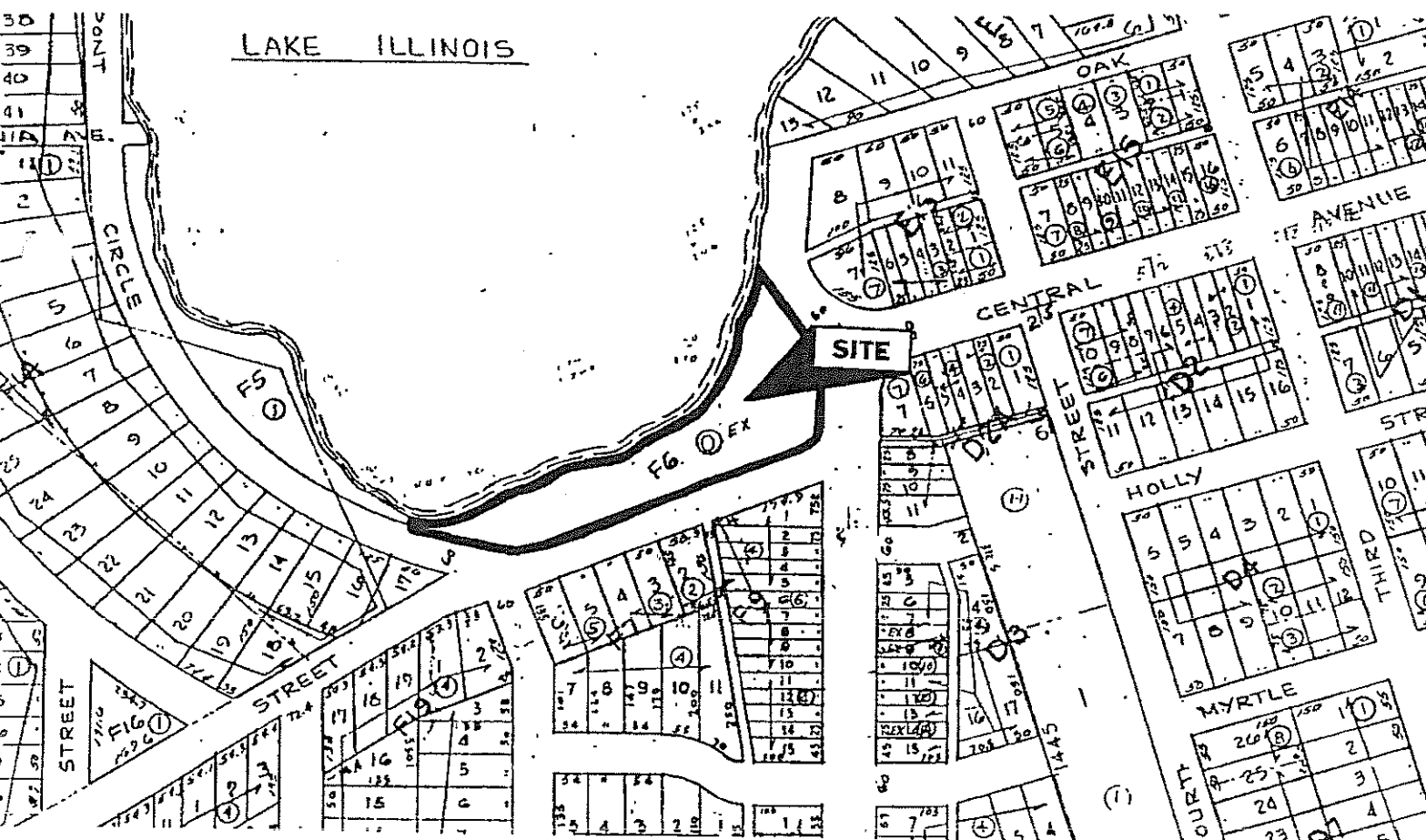
## Legal Description:

A portion of the following described Parent Tract:

FROM THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST; RUN SOUTH 230.0 FEET; THENCE WEST 20 FEET TO THE POINT OF BEGINNING, OTHERWISE KNOWN AS THE NE CORNER OF BLOCK F-6, TOWN OF HOWEY; RUN THENCE SOUTH 34 DEGREES 15 MINUTES EAST, A DISTANCE OF 165 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES EAST, A DISTANCE OF 124.2 FEET; THENCE SOUTH 66 DEGREES 56 MINUTES WEST, ALONG THE NORTH LINE OF GRANT STREET, A DISTANCE OF 485.15 FEET; THENCE NORTH 77 DEGREES 30 MINUTES WEST, A DISTANCE OF 165 FEET; THENCE NORTHEASTERLY ALONG THE SHORE LINE OF LAKE ILLINOIS TO THE POINT OF BEGINNING; DESCRIBING WHAT IS KNOWN AS BLOCK F-6, TOWN OF HOWEY.

PARCEL ID #: 26-20-25-0100F0600000.

Sketch of Site:



Owner Initials

SprintCom Initials

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

## EXHIBIT B

Item 5.

Site Name: Little Lake Harris

PCS Site Agreement

Site I. D. #: OR54XC017B

## Memorandum of PCS Site Agreement

This Memorandum of PCS Site Agreement ("Memorandum") evidences that a lease was made and entered into by written PCS Site Agreement ("Agreement") dated \_\_\_\_\_, 2001, between Town of Howey-In-The-Hills, Florida, a Florida municipal corporation ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 316 W. Grant Street, Town of Howey-In-The-Hills, County of Lake, State of Florida, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, 2001, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

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

"Owner"

"SprintCom"

Town of Howey-In-The-Hills, Florida, a Florida municipal corporation

SprintCom, Inc., a Kansas corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Gregory J. Bittner

Name: James W. Greene

Title: Mayor

Title: Director-Site Development

Attest: \_\_\_\_\_

Address: 1357 Hembree Road, Suite 100, Roswell, GA 30076

Name: Marge E. Strausbaugh

Witness: \_\_\_\_\_

Title: Town Clerk

Print Name: \_\_\_\_\_

Address: P.O. Box 67, Howey-In-The-Hills, FL 34737

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Owner Initials SprintCom Initials 

Attach Exhibit A - Site Description

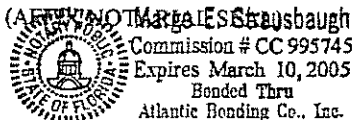
OWNER NOTARY BLOCK:

Item 5.

STATE OF FLORIDA

COUNTY OF Fake

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2001, by Gregory J. Bittner, as Mayor of Town of Howey-In-The-Hills, Florida, a Florida municipal corporation, on behalf of the corporation, who is personally known to me.



My commission expires: 3-10-05

Marge E. Strausbaugh  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF FLORIDA

Marge E. Strausbaugh  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: CC 995745

SPRINTCOM, INC. NOTARY BLOCK:

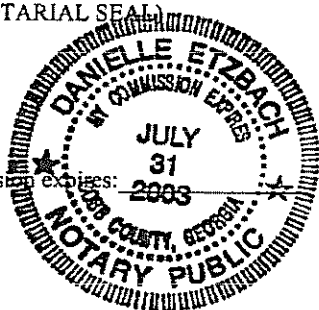
STATE OF GEORGIA

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by James W. Greene, as Director-Site Development of SprintCom, Inc., a Kansas corporation, on behalf of the corporation, who is personally known to me.

(AFFIX NOTARIAL SEAL)

My commission expires: \_\_\_\_\_



Danielle Etzbach  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF GEORGIA

Danielle Etzbach  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: N/A

## FIRST AMENDMENT TO PCS SITE AGREEMENT

This First Amendment (the "First Amendment") to that certain PCS Site Agreement dated May 31, 2001 (the "Agreement") by and between Town of Howey-In-The-Hills, Florida, a Florida municipal corporation and SprintCom, Inc., a Kansas corporation is made and entered into this 26 day of July, 2006 (the "Effective Date"), by and between, Howey-In-The-Hills, a Florida municipal corporation (the "Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom") (collectively, the "Parties").

### RECITALS

WHEREAS, Owner leases to SprintCom ground and tower space and all access and utility easements, if any, on a certain parcel of land consisting of approximately three hundred seventy-five (375) square feet, located at 316 W. Grant Street, Town of Howey-In-The-Hills, Lake County, Florida (the "Site"); and

WHEREAS, Owner and SprintCom entered into the Agreement for the use of a certain portion of the Site; and

WHEREAS, Owner and SprintCom desire to modify the Agreement to increase ground space at the Site for installation of Tenant's Permanent Generator with related supporting equipment and applicable easements (the "Permanent Generator"), to adjust the monthly Rental amount, and to update Notice Addresses for both Parties.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Owner and SprintCom acknowledge and agree that SprintCom's ground space shall be increased by one hundred thirty (130) square feet for the installation of SprintCom's Permanent Generator and supporting equipment at the location depicted on Exhibit C. The parties also agree that the costs for such installation shall be borne by SprintCom.
2. Landlord and Tenant agree and acknowledge that Exhibit A to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit A-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit A and Tenant's equipment information set forth in the Agreement, the Exhibit A-1 shall control.
3. Effective upon the earlier to occur of commencement of installation of the Permanent Generator (the "Commencement Date"), the Agreement Fee shall be increased and payable in equal monthly installments of Two Hundred Fifty

Dollars (\$250.00), (the "Increased Fee"). The increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

4. The Parties hereby update their Notice Addresses' as follows:

Owner:

Town of Howey-In-The-Hills, Florida  
a Florida municipal corporation  
P.O. Box 67  
Howey-In-The-Hills, Florida 34737

SprintCom, Inc.:

Sprint Nextel Property Services  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

With a Copy To:

Sprint/Nextel Law Department  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020  
Attn: Real Estate Attorney

5. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
6. All other terms and provisions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed as of the Effective Date.

Signed, sealed and delivered in the presence of: Brenda Brasher

Brenda Brasher

Witness

Cheryll Osborn

Witness Cheryll Osborn

**Agreed to and accepted by:**

**TENANT:**

Town of Howey-In-The-Hills, Florida,  
a Florida municipal corporation

By: Kenneth L. Green Jr.

Name: Kenneth L. Green Jr.

Title: Mayor, Town of Howey

Date: 7/26/06

**Agreed to and accepted by:**

**LANDLORD:**

SprintCom, Inc.,  
a Kansas corporation

Signed, sealed and delivered in the presence of:

Rachel Randall

Witness

Samantha Smith

Witness

Samantha Smith

By: David Wong

Name: David Wong

Title: Area Manager Site Development

Date: 7/13/06

**Exhibit A-1**

A portion of the following described Parent Tract:

**PARENT TRACT:**

From the Northwest Corner of Southeast Quarter of Southeast Quarter of Section 28, Township 20 South, Range 25 East, run South 230 feet; thence West 20 feet to Point of Beginning, otherwise known as Northeast Corner of Block F-6, Town of Howey; run thence South 34 degrees 15 minutes East 165 feet; thence South 00 degrees 15 minutes East, 124.2 feet; thence South 66 degrees 56 minutes West along North line of Grant Street, 485.15 feet; thence North 77 degrees 30 minutes West 165 feet; thence Northeasterly along shoreline of Lake Illinois to Point of Beginning, describing what is known as Block F-6, Town of Howey.

**A 15' NON-EXCLUSIVE INGRESS-EGRESS EASEMENT:**

A 15 foot wide easement for the purposes of Ingress-Egress lying 7.5 feet both sides of the following described centerline:

A portion of Block F-6, Unrecorded Plat of Howey in the Hills begin a parcel of land on the Southeastery shore of Lake Illinois and lying Northwestery of the Grant Street, Northeastery of Dupont Circle, Westerly of Central Avenue and Westerly of Oak Street, more particularly described as follows:

From the Southwestery Corner of Lot 2, Block E-16, Lake View Estates, according to the Plat thereof as recorded in Plat Book 12, Page 20, Public Records of Lake County, Florida run thence South 73°00'52" West 100.00 feet to the Most Southerly corner of Lot 7, of said Block E-16; thence South 17°02'15" West, a distance of 59.12 feet to a point, said point also being the Point of Beginning of the herein described centerline of the Ingress-Egress Easement; thence North 69°32'54" West, a distance of 26.92 feet to a point; thence North 83°18'35" West, a distance of 58.90 feet to a point; thence South 87°50'21" West, a distance of 43.95 feet to a point; thence South 76°43'45" West, a distance of 13.37 feet to a point; thence South 54°35'02" West, a distance of 19.24 feet to a point; thence South 20°56'44" West, a distance of 20.13 feet to a point; thence South 10°14'57" East, a distance of 31.56 feet to a point; thence South 19°10'30" East, a distance of 25.90 feet to a point; thence South 39°30'12" East, a distance of 13.09 feet to a point, thence North 48°45'41" East, a distance of 30.41 feet to the Point of Terminus of the aforementioned centerline of the Ingress-Egress Easement. The sidelines of said easement to be prolonged and/or shortened to meet at angle points, boundary lines and right-of-way lines.

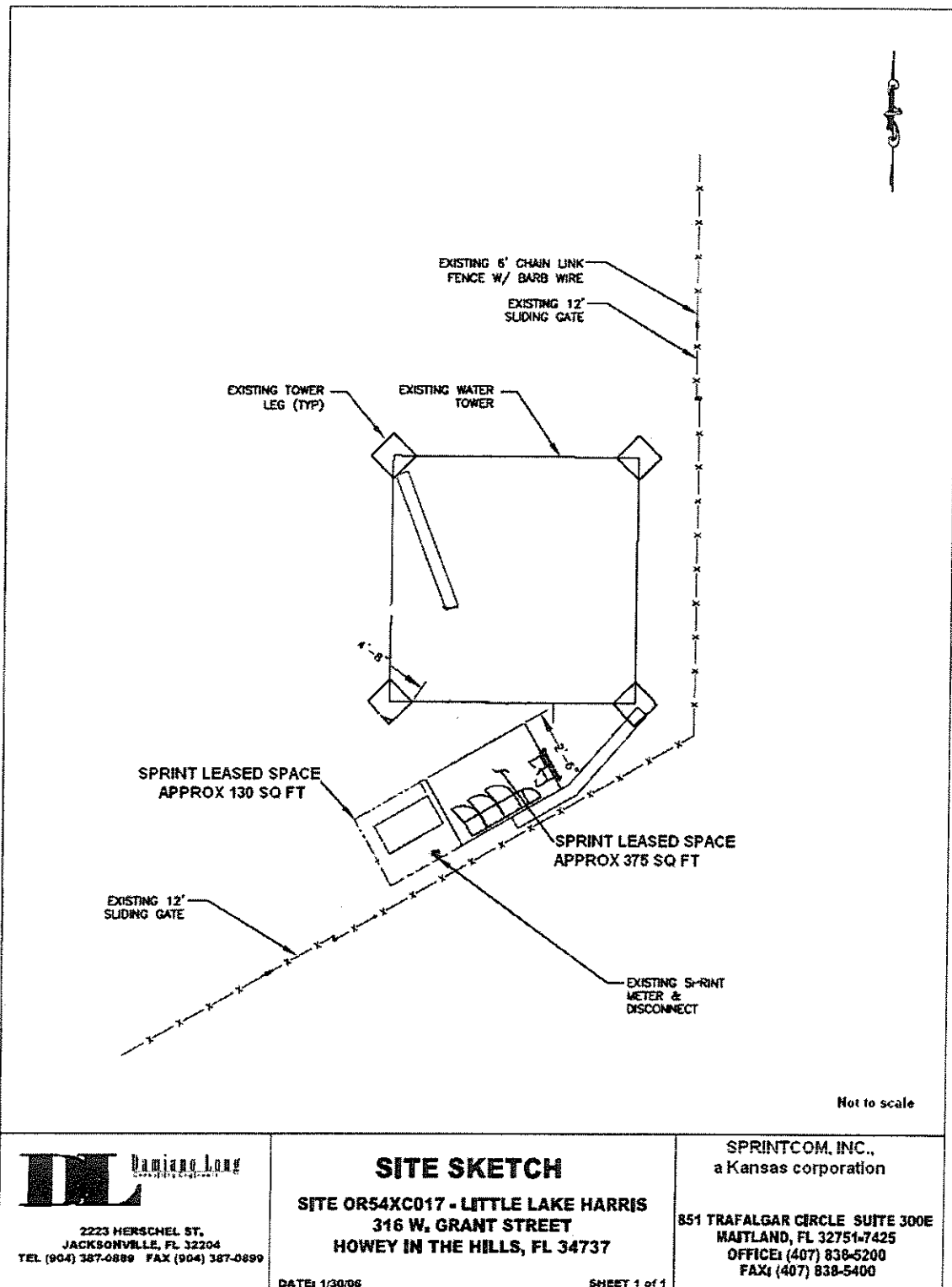
**A 15' NON-EXCLUSIVE UTILITY EASEMENT:**

A 15 foot easement for the purpose of utilities, being described as follows:

A portion of Block F-6, Unrecorded Plat of Howey in the Hills begin a parcel of land on the Southeastery shore of Lake Illinois and lying Northwestery of the Grant Street, Northeastery of Dupont Circle, Westerly of Central Avenue and Westerly of Oak Street, more particularly described as follows:

From the Southwestery Corner of Lot 2, Block E-16, Lake View Estates, according to the Plat thereof as recorded in Plat Book 12, Page 20, Public Records of Lake County, Florida run thence South 73°00'52" West 100.00 feet to the Most Southerly corner of Lot 7, of said Block E-16; thence South 42°12'50" West 144.96 feet to a point, said point also being the beginning of a curve concave Westerly and having a radius of 30 feet and to which a radial line bears North 63°23'38" East; thence South 38°26'29" West, a distance of 12.55 feet to a point; said point also being the Point of Beginning of the herein described Utility Easement; thence South 48°45'41" West, a distance of 60.12 feet to a point; thence South 41°17'53" East, a distance of 45.43 feet to a point, thence South 48°42'07" West, a distance of 15.00 feet to a point; thence North 41°17'53" West, a distance of 88.09 feet to a point; thence North 48°42'07" East, a distance of 15.00 feet to a point, thence South 41°17'57" East, a distance of 26.58 feet to a point; thence North 48°45'41" East, a distance of 35.14 feet to a point; thence South 41°14'19" East, a distance of 5.00 feet to a point; thence North 48°45'41" East, a distance of 25.00 feet to a point; thence South 41°14'19" East, a distance of 10.00 feet to the aforementioned Point of Beginning of the above described Utility Easement.

## EXHIBIT C





## RESOLUTION 2025-008

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, ADOPTING A POLICY FOR THE USE OF THE TOWN'S ELECTRONIC SIGN LOCATED AT TOWN HALL; PROVIDING FOR ADMINISTRATION AND ENFORCEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Howey-in-the-Hills owns and operates an electronic sign located at 101 N. Palm Avenue, intended as a platform to inform residents about official Town business and civic events; and

**WHEREAS**, a significant portion of the funding for the electronic sign was generously provided by the Friends of the Library, a 501(c)(3) nonprofit organization, with the express intent that the sign be utilized to solely promote the civic work of the Town; and

**WHEREAS**, the Town Council recognizes the need for a formal policy to ensure that the use of the electronic sign remains consistent with its intended purpose, maintains content integrity, and is administered in an equitable and efficient manner; and

**WHEREAS**, Town staff has utilized internal best practices since the sign's installation, and the Town Manager has recommended codifying these practices through formal Council adoption; and

**WHEREAS**, the Town Council finds that it is in the public interest to adopt a policy that establishes clear guidelines for acceptable content, scheduling, and responsibilities regarding the use of the Town's electronic sign;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA.**

**Section 1.** The Town Council hereby adopts the Electronic Sign Usage Policy, attached hereto as Exhibit A and incorporated by reference herein, as the official policy governing the use of the Town's electronic sign located at Town Hall.

**Section 2.** The Town Manager, or designee, is authorized to implement and administer the policy, including the scheduling of content and the management of compliance with its provisions.

**Section 3.** This Resolution shall be effective upon passage.

*Signatures on the following page.*

**PASSED AND RESOLVED** this 22nd day of May, 2025, by the Town Council of the Town of Howey-in-the-Hills, Florida.

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

By: its Town Council

By: \_\_\_\_\_  
Graham Wells, CMC, Mayor

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

Approved as to form and legality:  
(for the use and reliance of the Town only)

\_\_\_\_\_  
Tom Wilkes, Town Attorney

## **Exhibit A**

### **Town of Howey-in-the-Hills**

### **Electronic Sign Usage Policy**

#### **Purpose**

The purpose of this policy is to establish consistent, equitable, and purposeful guidelines for the use of the Town's electronic sign, located at Town Hall, as a public communication tool that promotes official Town business and civic engagement.

#### **Scope**

This policy applies to all requests for content placement on the Town's electronic sign.

#### **Policy Guidelines**

##### **1. Authorized Content**

- The following are typical categories of information that may be displayed:
  - Official Town meetings (e.g. Council, Boards, Public Hearings, Workshops)
  - Official Town events (e.g., Halloween, Easter, Christmas)
  - Town employment opportunities and board vacancies
  - Library programming (official programs, sponsored/co-sponsored by the library and free and open to the public)
  - Friends of the Library fundraisers/events (as co-funders of the sign.)
- Public safety alerts and emergency information may also be posted as needed, as well as locally relevant information from other governmental entities.

##### **2. Ineligible Content**

- Non-governmental events, commercial advertising, or promotions from private or nonprofit entities or individuals not co-sponsored by the Town.

##### **3. Content Management**

- The Town Manager or designee (including Library or Town Hall staff as applicable) shall be responsible for managing content submissions and scheduling, ensuring compliance with this policy and with aesthetic and technical best practices.
- As much as possible, content will follow digital signage best practices, including:
  - Maximum of eight slides in rotation
  - No more than three lines of text per slide
  - Appropriate lead time:
    - 14+ days for holiday events
    - 7 max. days for recurring monthly events
    - 2 max. days for weekly programming

##### **4. Deliberation/Appeal**

- In any particular cases not herein addressed or where there is any ambiguity in interpretation, the Town Manager or designee shall make the final determination.