

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

Join Zoom Meeting: https://us06web.zoom.us/j/87068617366?pwd=12qzaJQuajCGnjoYVJlWyWsrc4gvEj.1

Meeting ID: 870 6861 7366 | Passcode: 427195

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 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**

PUBLIC HEARING

OLD BUSINESS

NEW BUSINESS

- **5.** Presentation: **Stormwater Management Program Implementation Overview**
- 6. Consideration and Approval: SRO Agreement FY 25-26

DEPARTMENT REPORTS

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

COUNCIL MEMBER COMMENT

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

ADJOURNMENT

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

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

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

Topic: Town Council Meeting

Time: May 12, 2025 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us06web.zoom.us/j/87068617366?pwd=12qzaJQuajCGnjoYVJIWyWsrc4gvEj.1

Meeting ID: 870 6861 7366

Passcode: 427195 Dial by your location

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Passcode: 427195

Find your local number: https://us06web.zoom.us/u/kccqbRcckJ

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

April 28, 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 6:00 p.m. Mayor Wells led the attendees in the Pledge of Allegiance to the Flag. Councilor Reneé Lannamañ delivered an invocation.

ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

MEMBERS PRESENT:

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

STAFF PRESENT:

Tom Wilkes, Town Attorney | Michael Giddens, Police Department Lieutenant | Public Works Director, Morgan Cates | Victoria Roszkiewicz, Executive Assistant to the Town Manager | John Brock, Deputy Town Manager / Town Clerk

WELCOME AND INTRODUCTION OF GUESTS

None

AGENDA APPROVAL/REVIEW

Motion made by Councilor Lannamañ to approve the meeting's agenda; seconded by Councilor Arnold. Motion approved unanimously by voice vote.

Voting

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

Erin Fox, 508 N Florida Ave. – Resident Erin Fox expressed concern about a lack of inclusiveness in the Town, sharing that she and her family have often felt unwelcome despite being active in the community. She cited an

incident at a Christmas festival where her daughter and a visiting student were made to feel uncomfortable at the library. Mrs. Fox urged the Town to ensure public spaces and programs are accessible to all, not just specific groups. She also raised frustration with repeated Code Enforcement actions and called for more communication with residents instead of a punitive approach. Mrs. Fox supported both the Town's and the mansion's Founders Day events, emphasizing they shouldn't be seen as competing. She suggested allowing residents to use the Town's electronic board to promote milestones or events and encouraged Council to serve the entire community.

Andi Everline, 1012 N. Lakeshore Blvd. – Resident Andi Everline expressed frustration over the ongoing tension between the Town and the historic mansion, calling it a cherished part of the community's history and a valuable economic asset. She noted that the original Founder's Day was held at the mansion and suggested the Town consider calling its event something else, like the Citrus Festival, to avoid conflict. Mrs. Everline urged unity and inclusiveness in the small-town community.

Tom Ballou, 1012 N. Tangerine Ave. - Resident Tom Ballou shared his appreciation for the community in Howey-in-the-Hills, noting he moved there for its small-town feel after living in a larger city. While acknowledging occasional disagreements among residents, he emphasized the overall positive nature of the community. Mr. Ballou expressed frustration that ongoing personal conflict between a brother and sister is negatively affecting the Town, and he urged a resolution so the community can move forward in unity.

Carol Tate, 1003 Hamlin Ave. – Resident Carol Tate echoed earlier comments, stating that Founder's Day should have been a collaborative event between the Town and the mansion. She suggested solutions like using shuttles to connect both locations and provide a shared experience for the community. Tate also agreed with comments about personal conflict affecting the town, urging that it end so the community can focus on its strengths and unity.

Gail Boettger, 11451 Valley View Dr., Howey-in-the-Hills (unincorporated Lake County) – County resident Gail Boettger expressed support for previous speakers and shared her concerns about confusion surrounding the multiple events scheduled near Founders Day. She explained that the Garden Club, which has worked hard to organize the May 3rd event and fundraise through cookbook sales, feels overshadowed by the Town's May 10th celebration and the separate mansion event. Mrs. Boettger noted that conflicting signage and advertising have caused public confusion about the event dates, diminishing visibility for the May 3rd gathering. She urged better coordination and communication in the future, emphasizing that the Garden Club supports both the Town and the mansion, and wants to see all parties work together to serve the community.

Kate Roberts, 1104 N Valencia Ave. – Resident Kate Roberts, a newcomer to Howey-in-the-Hills and a first-time vendor at the upcoming mansion-sponsored event, shared her disappointment over the conflict and confusion surrounding event signage. She described her excitement to participate and her desire to support local business and community spirit. Mrs. Roberts expressed concern that signage promoting the mansion's event is being overshadowed by town-sponsored signage, leading to confusion, even among her own family. She urged the Town to allow additional signage for the mansion event, emphasizing that both events celebrate the same history and should reflect a shared community effort.

Cathy Coleman, 1004 Citrus Ave. – Resident Cathy Coleman raised questions about the process for deciding what content appears on the Town's main signs, particularly regarding how organizations like the Garden Club can publicize events. She expressed concern over the confusion and division caused by having two separate Founder's Day dates and asked who made that decision and why. Mrs. Coleman emphasized that, with proper coordination, both events could easily coexist on the same day, with trolleys helping residents enjoy activities at both locations. She also noted efforts to promote unity by cross-posting events on social media and urged the Town to address the unnecessary separation during the 100th anniversary celebration.

Mayor Pro Tem Everline clarified that event planning is currently handled entirely by Town staff, not a formal special events committee, and that Council members have no direct input on event decisions such as signage. He encouraged residents to get involved if a committee is formally established in the future.

Mayor Wells confirmed there is no official committee, only weekly internal staff meetings to plan the May 10th event. He acknowledged the unfortunate division between the Town and mansion events, noting that both have their own planning processes and challenges, particularly that the Town has raised significant sponsorships, while the mansion has secured more vendors. Mayor Wells emphasized the Town has allowed limited signage for the mansion event and removed signs placed on private property at the mansion manager's request. He also pointed out the lack of visible promotion from the mansion in places like the post office and suggested that more proactive marketing would help. He stated there are no plans to rename the Town's Founder's Day event, though such a change could only occur through a Council vote. Finally, he announced that a meeting is already planned between Town staff and mansion representatives to improve coordination for future events.

Carol Tate, 1003 Hamlin Ave. – Resident Carol Tate sought clarification on how residents can get involved in Town event planning. She asked if Amanda Moldan, the Library Director and Community Events Coordinator, holds meetings that citizens can attend. Mayor Wells explained that Amanda organizes staff meetings for Town events like Founder's Day, Christmas, Halloween, and others.

Mrs. Tate also inquired about whether residents could have placed signs promoting the May 3rd mansion event. Mayor Wells deferred the question to staff, and Town Clerk, John Brock, confirmed that temporary event signs are allowed on private property, including residential yards, as long as they are not placed in the public right-of-way. Town Attorney, Tom Wilkes, added that the recently updated sign ordinance permits signs for community events, provided they are removed shortly after the event concludes.

Andi Everline, 1012 N. Lakeshore Blvd. – Resident Andi Everline asked when community members were excluded from the Town's events committee, noting that residents used to be involved. Councilor Miles explained that the events committee had included representatives from the Garden Club, Men's Club, and other citizens until April of the previous year, when his wife, who had served as the Garden Club representative, passed away. Since then, the Town shifted event planning solely to staff, and no formal committee meetings have occurred.

Councilor Miles expressed support for reinstating the events committee, suggesting it include community and nonprofit representatives and be chaired by the Library Director, who currently coordinates Town events. He also proposed a unified promotional message recognizing "Founders Week" and highlighting both the May 3rd and May 10th events on the Town's digital signs as a good faith gesture. Looking ahead, he encouraged a return to joint, same-day events to foster community unity.

Joshua Husemann, 671 Avila Pl. – Resident Joshua Husemann, Chair of the Parks and Recreation Board, clarified that the now-defunct events committee technically falls under Parks and Rec. He noted that, while his board had been approached to take over event duties, they chose only to assist informally, as Town staff had assumed full responsibility. He encouraged residents to attend Parks and Rec meetings, held the second Thursday of each month, as a way to participate and offer input on events.

Councilor Miles recalled that Parks and Recreation Board had previously requested not to manage events, which led to the formation of a separate events committee. He supported reinstating that committee and proposed that the Library Director serve as chair. As a gesture of unity, he also suggested advertising both the May 3rd and May 10th events on the Town's electronic signs under the theme "Howey's Founder's Week."

Councilor Arnold echoed concerns about the disjointed event planning and emphasized the strong association between the Town and the mansion in public perception. He noted confusion from outside groups, including UCF and nearby municipalities, and urged a collaborative approach moving forward. Councilor Arnold recommended volunteers step up for committees and requested that the Town temporarily turn off the electronic sign at SR. 19 and CR. 48 until after May 3rd to avoid deterring attendees due to date confusion.

Mayor Wells acknowledged the suggestions and assured that they would be brought to the Town Manager. He reiterated hope that a post-event meeting between mansion leadership and Town staff would improve collaboration for future events.

Councilors Miles and Lannamañ concluded by supporting the idea of promoting a week-long celebration on both electronic signs to reduce confusion and promote unity, with agreement from other Council members.

Councilor Arnold stated that, in lieu of the comments that the Council had made earlier regarding signage, he wanted to make a motion to amend the Town's electronic sign at the corner of State Road 19 and County Road 48 to include both the May 3rd and May 10th events, identifying them as part of Howey's 100th celebration, May 3rd at the mansion and May 10th at the lakefront.

Motion made by Councilor Arnold to amend the Town's electronic sign at the corner of State Road 19 and County Road 48 to include both the May 3rd and May 10th events, identifying them as part of Howey's 100th celebration, May 3rd at the mansion and May 10th at the lakefront; seconded by Councilor Miles. Motion approved unanimously by voice vote.

Voting

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

Nay: None

CONSENT AGENDA

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

Councilor Miles stated that he wanted to pull agenda item #3 for discussion. Councilor Miles stated that there was reference to the "City of Groveland" that should be changed to the "Town of Howey-in-the-Hills". Councilor Miles stated that he had discovered two changes minor changes that should be made to minutes in Agenda Item #1 as well. Town Clerk, John Brock, stated that all of Councilor Miles' requested edits had been made and the updated documents had been added to the meeting's packet prior to the start of the meeting. Mayor Wells then asked Councilor Miles if he would be ok for Agenda Item #3 to return to the Consent Agenda and be voted on together with all the other items. Councilor Miles agreed to this.

- 1. The approval of the minutes and ratification and confirmation of all Town Council actions at the April 14, 2025, Town Council Meeting.
- 2. Consideration and Approval: Lake County LAB Representatives
- 3. Consideration and Approval: SRO Summer Contract
- 4. Consideration and Approval: Selection of Police Pension Board Member
- 5. Consideration and Approval: Selection of Planning and Zoning Board Member

Motion made by Councilor Miles to approve the Consent Agenda; seconded by Councilor Lannamañ. Motion approved unanimously by voice vote.

Voting

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

Nay: None

Mayor Wells asked Erick Bright (newly appointed Planning and Zoning Board Member) and Madelyn Rodriguez (newly appointed Police Pension Board Member) to come forward and introduce themselves. Both individuals spoke about their background to the Council.

PUBLIC HEARING

None

OLD BUSINESS

None

NEW BUSINESS

6. Consideration and Approval: Town Auditor RFP 2025-001

Mayor Wells suspended the Town Council meeting at 6:59 pm. Mayor Wells convened the Town Auditor Selection Committee at 6:59 pm. Mayor Wells acknowledged that all 5 members of the committee (the Town Council) were present.

Mayor Wells explained the need to initiate the RFP process early to ensure audit costs are properly included in the upcoming budget.

Councilor Miles recommended structuring the contract for the Town Auditor as a three-year term with two optional three-year extensions, rather than annual renewals, to promote continuity and reduce administrative burden. He emphasized the importance of including a termination-for-convenience clause, allowing the Town to exit the contract if necessary. Mayor Wells and Council members agreed with this approach, noting it mirrors past practices and allows pricing stability with future adjustments as the Town grows.

The Council also agreed to advertise the RFP for 30 days and confirmed that the document would be updated to reflect the revised term and conditions.

Mayor Wells opened Public Comment for this item only. Seeing no response, Mayor Wells closed Public Comment.

Motion made by Councilor Miles to approve the Town Auditor RFP 2025-001 with the conditions that the RFP be advertised for 30 days, the RFP should advertise that the contract for the Town Auditor would be for three years, with the option for two additional three year extensions, and that the RFP should advertise that the contract for the Town Auditor will include a termination-for-convenience clause; seconded by Mayor Pro Tem Everline. Motion approved unanimously by roll call vote.

Voting

Yea: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells **Nay**: None

Mayor Wells then adjourned the Town Auditor Selection Committee and reconvened the Town Council at 7:11 pm. Mayor Wells acknowledge that all five Council members will still in attendance.

7. Consideration and Approval: **RFP/RFQ Cycle for Consultants**

The Town Council considered a proposal to establish a recurring RFP/RFQ cycle for professional consultant services. Councilor Arnold introduced the item, emphasizing the importance of regularly re-

competing contracts to ensure accountability, value, and performance among the Town's consultants. He noted that such a practice is common in both the private sector and federal contracting and can benefit both the Town and incumbent vendors.

Councilor Lannamañ voiced support but noted concerns about replacing long-serving consultants like the Town Attorney due to their institutional knowledge. Town staff clarified that some contracts, such as for the Town Planner, were recently bid and not yet due for renewal, while others, specifically the Town Attorney (last bid in 2009) and Town Engineer (2020)—are due for review.

After public comment and further discussion, Council unanimously approved a motion authorizing the Town Manager to prepare an RFP/RFQ cycle process for all consultants, starting with those currently due. The approved motion was for a comprehensive review cycle rather than limited to specific positions.

Motion made by Councilor Lannamañ to approve the RFP/RFQ Cycle for Consultant while specifically directing the Town Manager to send out RFP/RFQs for the Town Attorney and Town Engineer (since they were due); seconded by Councilor Arnold. Motion approved unanimously by roll call vote.

Voting

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

Nay: None

8. Discussion: Amending the Purchasing Policy

The Town Council held a discussion on proposed amendments to the Town's purchasing policy, with formal adoption scheduled for a Special Town Council Meeting on May 1, 2025. The primary focus was on establishing clear purchasing thresholds and streamlining processes while maintaining appropriate oversight.

Councilor Miles noted that minor grammatical and redundancy edits he had previously suggested were incorporated into the draft. He supported the proposed threshold structure: department directors may authorize purchases up to \$5,000, the Town Manager could approve up to \$50,000, and any purchases above \$50,000 must receive Council approval. He and other councilors emphasized the need for consistency and clarity in thresholds to avoid past confusion.

Mayor Pro Tem Everline questioned the \$50,000 threshold for the Town Manager, raising concerns over past projects where initial Council approvals appeared to be exceeded without clear follow-up. He expressed preference for a lower threshold, such as \$25,000 to \$30,000, to ensure greater accountability. Public Services Director, Morgan Cates, and Town Clerk, John Brock, clarified that purchases remain constrained by the adopted budget, and any spending beyond budgeted amounts must return to Council for approval. They also explained that lowering the threshold would significantly increase staff workload and delay routine purchases.

Councilor Miles and others noted that inflation and modern municipal practices support maintaining the \$50,000 threshold, especially in a growing Town with limited administrative staff. Councilor Arnold stressed the importance of trusting the Town Manager and staff to execute the approved budget efficiently, stating that micromanagement would undermine their ability to operate effectively.

After a lengthy discussion, Mayor Graham Wells conducted a straw poll, and the Council reached consensus to retain the \$50,000 threshold in the revised purchasing policy. The Town Clerk was

directed to prepare a resolution reflecting this consensus for formal consideration at the upcoming Special Town Council Meeting scheduled for May 1, 2025.

DEPARTMENT REPORTS

9. Town Manager

Town Clerk / Deputy Town Manager, John Brock, reminded the public of the upcoming centennial events: the mansion's celebration on May 3rd and the Town's official Howey Founder's Day event on May 10th. He noted that the actual date of incorporation for the Town of Howey-in-the-Hills is May 8th, marking its 100th anniversary. He also shared that other municipalities in Lake County, including Montverde, Fruitland Park, and Mascotte, were also celebrating their centennials this year, with Astatula's 100th approaching in 2027.

In the spirit of supporting local business, Mr. Brock highlighted a new food truck offering Italian sandwiches across from Town Hall, operated by a Howey resident. Councilor Arnold and Mayor Pro Tem Everline praised the vendor and emphasized the importance of promoting local businesses. Mayor Wells added that the Howey Market is under contract and expected to reopen in the future as a breakfast diner, further contributing to local economic activity.

COUNCIL MEMBER COMMENT

10. Mayor Pro Tem Everline

Mayor Pro Tem Tim Everline reported on the recent Lake-Sumter MPO meeting, where he and Councilor Arnold attended on behalf of Howey-in-the-Hills. He announced that the Town's project had been elevated to number 21 on the MPO's priority list, a significant achievement considering some longstanding projects were removed. The proposed \$250,000 project includes a corridor study addressing safety, capacity, bicycle and pedestrian improvements.

Mayor Pro Tem Everline noted that MPO Executive Director Mike Woods plans to meet with Town officials to further discuss the study. Councilor Arnold added that based on conversations with FDOT and County representatives, the Town could potentially pursue traffic calming measures like roundabouts on State Road 19 and County Road 48, so long as the Town (or developers) fully funds them and obtains FDOT approval.

While Councilor Arnold emphasized the value of proactive planning and funding partnerships with developers, Mayor Pro Tem Everline clarified that SR 19 remains a state road and any improvements, including traffic circles, would still require formal FDOT approval. Mayor Pro Tem Everline noted that FDOT supported a roundabout at the SR 19/CR 48 intersection but not near the Publix area due to concerns over traffic congestion.

Councilor Miles and others discussed the traffic-calming potential of roundabouts, with Councilor Miles advocating for two strategically placed circles to discourage speeding. There was also interest in restriping SR 19 during upcoming resurfacing to improve traffic flow, such as adjusting the width of the driving lanes to allow vehicles to bypass left-turning cars.

In closing, Mayor Pro Tem Everline encouraged future collaboration with FDOT to implement such ideas, and Town staff confirmed that related MPO documents were available for review in the meeting's packet under Mayor Pro Tem Everline's report.

11. Councilor Arnold

None

12. Councilor Miles

Councilor Miles informed the Council that he will be absent from the May 12th meeting due to travel. He noted that engineering firm Woodard & Curran had been scheduled to present a progress update on the wastewater study commissioned nearly a year ago but had withdrawn from the agenda without explanation. Councilor Miles also requested that the topic of eminent domain be added as a discussion item for the May 1st meeting.

Additionally, Councilor Miles reported a flooding issue observed during a heavy downpour earlier that evening on State Road 19 near the boat manufacturing facility. He described water as being approximately two feet deep in the southbound lane, causing significant traffic delays and safety concerns. He asked that Town staff notify FDOT of the drainage issue for further investigation.

13. Councilor Lannamañ

Councilor Lannamañ raised two inquiries. First, she asked about the status of the Howey Market property, noting that the "For Sale/contract pending" sign had been removed but renovation activities were visible through the windows. Mayor Wells and others confirmed that the property had closed under a pending contract and was expected to reopen as a diner.

Second, Councilor Lannamañ inquired about the status of the property in front of the Howey Mansion, known as the Asma property. Town Attorney, Tom Wilkes, explained that, although there had been discussions several months ago about potentially subdividing the parcel into two lots, its irregular shape presents challenges. He noted that the owners previously proposed a settlement allowing for two homes on the lot, but the project appears dormant. Some recent activity observed on-site may have involved surveying or platting efforts or could relate to earlier interest from the mansion's owner in acquiring the property, pending financing.

14. Mayor Wells

Mayor Wells thanked the public and Council for their participation and engagement during the meeting. He encouraged residents to promote the Town's Founder's Day event on May 10th, noting it will feature extensive entertainment and over \$30,000 in sponsorships. He also explained the reasoning behind some of the signage decisions and reiterated the need for equitable cost-sharing if future events are jointly planned with the Howey Mansion.

Councilor Lannamañ and Mayor Wells discussed the confusion caused earlier in the year when misinformation suggested the Town was not hosting its own Founder's Day celebration. They expressed concerns about the role of a particular individual affiliated with the mansion in spreading that misinformation and acknowledged a prior meeting with the mansion's owner, Brad Cowherd, who was reportedly unaware of the extent of the issue. Councilors agreed that future coordination must include honest conversations about responsibilities and costs.

Public Services Director, Morgan Cates, addressed an update on the proposed "pigtail" generator connector for the Talichet lift station. He explained that, although the Town was willing make the connection to assist the HOA, no formal request had been received from the HOA, and no action can be taken until the ownership transfer is finalized. Councilor Miles and others agreed on the urgency of resolving the matter before hurricane season.

The Council also discussed the delay in the North Citrus project due to pending plat approval. Councilor Miles suggested allowing separate notary blocks for individual property owners to expedite signatures. Town Attorney, Tom Wilkes, confirmed that could be done if there's space on the plat.

Resident Joshua Husemann provided an update on behalf of the HOA regarding the Talichet lift station transfer agreement. He stated that the HOA's target is to finalize the agreement by May 7, enabling inclusion on the May 12 Council agenda. He outlined steps being taken to secure the necessary votes through a combination of proxy and petition-style approval.

ADJOURNMENT

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

The Meeting adjourned at 8:17 p.m.	Attendees: 29	
ATTEST:		Graham Wells, CMC, Mayor
John Brock, Town Clerk		



Town Council Special Meeting

May 01, 2025 at 1:00 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 1:05 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 until 1:38pm when she arrived in person) | Councilor David Miles | Mayor Graham Wells

STAFF PRESENT:

Sean O'Keefe, Town Manager | Tom Wilkes, Town Attorney | Rick Thomas, Police Chief | Public Works Director, Morgan Cates | Victoria Roszkiewicz, Executive Assistant to the Town Manager | John Brock, Deputy Town Manager / Town Clerk

WELCOME AND INTRODUCTION OF GUESTS

None

AGENDA APPROVAL/REVIEW

Motion made by Councilor Miles to approve the meeting's agenda while moving agenda item #3 to appear before agenda item #1; seconded by Mayor Pro Tem Everline. Motion approved unanimously by voice vote.

Voting

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

Nay: None

PUBLIC QUESTION & COMMENT

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

None

CONSENT AGENDA

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None

PUBLIC HEARING

None

OLD BUSINESS

None

NEW BUSINESS

3. Discussion: **Eminent Domain** (this item was moved up to appear before Agenda Item #1 in the Agenda Approval section of the meeting)

During a detailed discussion, the Town Council reviewed the topic of eminent domain and its potential future use as the Town continues to plan for infrastructure expansion and utility needs. Town Attorney, Tom Wilkes, provided an overview of the condemnation process, explaining the difference between "quick take" and "slow take" procedures under Florida law. He emphasized that, while quick take allows a government agency to take property early in the process in exchange for a deposit of appraised value, it triggers costly litigation and long-term financial exposure. Conversely, the slow take allows the Town to pursue condemnation litigation without immediately taking title, offering the ability to withdraw if the final price proves too high, although the Town would still be responsible for the property owner's attorney and consultant fees. Mr. Wilkes stressed that Florida's eminent domain statutes are intentionally structured to protect private property owners and impose significant financial obligations on the condemning authority, including covering both sides' legal and expert costs.

Councilor Miles, who requested the item for discussion, explained that the Town is nearing capacity on its current wastewater infrastructure and must begin long-term planning for additional capacity. He noted that options could include acquiring a utility system, building a new facility, expanding partnerships, or connecting to neighboring municipalities like Groveland, Tavares, or Leesburg. He referenced an upcoming study from Woodard & Curran and outlined the Town's limited undeveloped land holdings, further underscoring the need for strategic planning. Councilor Miles also provided insight into past utility plant construction costs and predicted the Town may need to plan for \$20–30 million in water and wastewater investments over the next decade.

Other council members expressed both support and caution. Councilor Arnold advocated for pursuing cooperative approaches with potential utility partners rather than adversarial ones like eminent domain, suggesting the Town explore options like partial ownership or partnership. Mayor Pro Tem Everline and Councilor Lannamañ voiced concern about entering into significant debt during an uncertain economic climate, referencing current real estate slowdowns, rising insurance and HOA costs, and trends of overbuilding across Florida. However, they agreed that capital planning must begin promptly, and that water and wastewater infrastructure should be prioritized.

Town Manager, Sean O'Keefe, emphasized that staff is still compiling local capacity data and awaiting the results of the contracted wastewater study, and that conversations with the Central Lake Community Development District (CDD) regarding potential acquisition should be initiated carefully. He echoed the

need to weigh long-term community benefits against short-term costs and urged that any plan reflect strategic foresight, particularly while land, rates, and infrastructure value remain relatively favorable.

Ultimately, the discussion was not intended to produce a decision but to gauge Council perspectives and prepare staff for long-range capital planning. The Council acknowledged the urgency of the issue and the need to incorporate wastewater capacity expansion into the upcoming strategic, capital, and budgetary plans.

1. Consideration and Approval: Resolution 2025-007 - Amending the Town's Purchasing Policy

The Town Council held an extensive discussion regarding the adoption of Resolution 2025-007, which proposed amendments to the Town's purchasing policy. Town Manager, Sean O'Keefe, provided an overview of the policy revisions, emphasizing clarifications requested at a prior meeting, including the use of "aggregate" to define total expenditures over time and the addition of a "\$0.01" increment to eliminate ambiguity in spending thresholds. Mayor Pro Tem Everline raised concerns about the Town Manager's purchasing authority up to \$50,000 and the ability for department directors to make discretionary purchases within budget limits, potentially without Council review. Mayor Pro Tem Everline advocated for a reduced threshold requiring Council approval for significant expenditures to ensure fiscal oversight. Councilor Miles and others defended the current policy structure, citing trust in staff and the efficiency of allowing department heads and the Town Manager to operate within approved budget parameters. A broader conversation ensued about line-item budgeting, the need for specificity in the budget document, and the process of budget amendments.

Mayor Wells and Public Services Director, Morgan Cates, clarified that significant purchases not specifically included in approved budget line items would require budget amendments and Council approval. Mr. Cates explained his practice of seeking approval before reallocating funds for alternate capital purchases. Mayor Pro Tem Everline also questioned language related to bid corrections, expressing concern that post-bid clarifications could allow favoritism; Mr. O'Keefe and Councilor Miles responded that such provisions were standard and intended to prevent disqualification over obvious clerical errors.

Motion made by Councilor Miles to approve Resolution 2025-007 while amending 4.01(A) from "\$5,000.00" to "\$5,000.01"; seconded by Councilor Arnold. Motion approved unanimously by roll call vote.

Voting

Yea: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells **Nav**: None

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

Mayor Wells read Ordinance 2025-001 out loud by title only:

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.

The Town Council held a detailed discussion on the first reading of Ordinance 2025-001, which proposes amendments to the Capital Improvements Element (Chapter 8) of the Town's Comprehensive

Plan. These amendments update the Five-Year Schedule of Capital Improvements to reflect projects planned for FY 2024-25 through FY 2029-30, in accordance with Florida Statutes Chapter 163.

Town Manager, Sean O'Keefe, reviewed the changes since the last version, including restoration of previously discussed projects (such as the water tower and wastewater treatment plant), consolidation of others (like the municipal complex and second access roads), and the addition of new Council-requested projects (including Water Treatment Plant #1 and a community center). A new project, Boat Ramp Dock replacement, was added at the request of Public Services Director, Morgan Cates. The revised CIP now totals approximately \$54 million, up from the previously discussed \$24 million, reflecting the expanded project scope.

Mayor Wells emphasized the need to distinguish between the CIP and the budget, noting that inclusion in the CIP should not imply budgetary approval. He advocated for pushing several general fund items to later years, including the municipal complex and the finger pier replacement, while transferring the Boat Ramp Dock replacement's funding source from the general fund to the infrastructure fund. Councilor Miles expressed concern about reducing funds available for road work, highlighting the Council's previous commitment to allocate \$300,000 annually to road reconstruction. He noted that splitting the infrastructure and transportation funds may jeopardize progress on overdue road repairs.

A robust debate followed regarding current and projected revenues, fund balances, and priorities. Mr. Cates provided cost estimates for road projects: N. Citrus Ave. (\$350,476), Gardenia St. (\$155,720), and E. Holly St. (\$148,100), noting the Town did not currently have sufficient funding to complete all three this year. Council reached consensus to proceed with N. Citrus Ave. and Gardenia St. during FY 2025, postponing E. Holly St. to FY 2026. The idea of bundling future infrastructure projects, roads, sidewalks, and docks, into a single financed package was introduced and received general support for consideration during the upcoming budget cycle.

Mr. Cates also noted safety concerns with the deteriorating boat dock and stressed its prioritization over some road projects due to public safety risks. Council agreed to retain \$100,000 for dock replacement in FY 2026, funded via the infrastructure fund. One finger pier will be replaced in the current year using general funds, with the remaining work pushed to FY 2027.

Administrative updates to the CIP included removing or reclassifying completed or grant-dependent projects, such as the Sara Maude Mason Nature Preserve improvements, and clarifying narrative language. The final motion incorporated all amendments discussed, including shifting several projects between years, adjusting figures for inflation, and reassigning funding sources.

Motion made by Mayor Pro Tem Everline to approve the first reading of Ordinance 2025-001, with the amendments discussed in the meeting; seconded by Councilor Arnold. Motion passed unanimously by roll call vote.

Voting

Yea: Mayor Pro Tem Everline, Councilor Arnold, Councilor Lannamañ, Councilor Miles, Mayor Wells **Nay**: None

Town Clerk, John Brock, explained that the second reading for the Ordinance would occur during the second May Town Council Meeting (scheduled for 05/27/2025).

3. Discussion: **Eminent Domain** (this item was moved up to appear before Agenda Item #1 in the Agenda Approval section of the meeting)

DEPARTMENT REPORTS

4. Town Manager

During the department reports section of the meeting, Town Manager, Sean O'Keefe, provided a detailed update regarding controversy surrounding the use of the Town's electronic sign to promote the upcoming mansion event. He noted that, although the council had discussed allowing promotion on the sign at a previous meeting, the Police Department's sign, funded through grants, could not legally be used for private events. Additionally, the Friends of the Library(FOL), who had funded a substantial portion of the Town's sign, previously agreed it would not be used for private entities. After internal discussion and a conversation with Steve Weimer from the FOL, who approved the use as a one-time exception due to the Founder's Day tie-in, a slide was added. Council and staff acknowledged this exception should not set a precedent and expressed concerns about opening the sign to outside organizations, as doing so could lead to an influx of problematic requests. Council members and staff also discussed formalizing a written policy to avoid future conflicts or misunderstandings.

The Town Manager then addressed the broader issue of the mansion's event, indicating that, despite repeated attempts by staff to encourage cooperation and compliance, there had been ongoing code and zoning violations. These include failure to file for special event permits, noncompliance with food truck regulations, and violations of the historic overlay and Historic Resource Management Plan. The Town has refrained from enforcement to avoid conflict, but staff emphasized that they had taken minimal steps, such as requiring a hold harmless agreement and traffic plan, to mitigate public health and safety risk. Still, the required documentation had not been returned. Staff recommended that, following the event, the Town meet with the mansion's management to review and potentially revise the applicable code, overlay, and zoning regulations to create enforceable clarity moving forward.

Town Council members expressed frustration about repeated issues, conflicting information, and the precedent being set by selectively ignoring code violations. They emphasized the need for fairness and consistency in enforcement. Councilor Arnold questioned why enforcement wasn't addressed earlier, given the known annual nature of the mansion's event. Councilor Miles urged a quiet and respectful resolution, while Councilor Lannamañ asked whether more formal policies should be adopted to avoid legal exposure. There was general agreement that future discussions with the mansion's management should aim to resolve these ambiguities cooperatively. Mayor Pro Tem Everline suggested revisiting how the Town handles event scheduling and partnerships, proposing that a separately branded Town event might reduce future friction.

Joshua Husemann, **671 Avile Pl.** – Resident Joshua Husemann expressed concern that the Town appeared to be selectively enforcing its code to avoid conflict with the mansion, asserting that fairness requires consistent enforcement regardless of the property or entity involved.

COUNCIL MEMBER COMMENT

5.	M	layor	Pro	Tem	Ever	line
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None

6. Councilor Arnold

None

7. Councilor Miles

None

Councilor Lannamañ

None

9. Mayor Wells

Mayor Wells thanked everyone for attending the Special Town Council Meeting.

ADJOURNMENT

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

The Meeting adjourned at 4:42 p.m.	Attendees: 16	
ATTEST:		Graham Wells, CMC, Mayor
John Brock, Town Clerk		



Date: May 12, 2025

To: Mayor and Town Council

From: Sean O'Keefe

Re: Consideration and Approval: Lake County School Board Utility Easement Agreement

Objective:

To consider and approve a Utility Easement Agreement between the Town of Howey-in-the-Hills and the School Board of Lake County, Florida to allow for the construction, operation, and maintenance of a sanitary sewer line across School Board-owned property located at 512 S. Palm Avenue.

Summary:

The proposed agreement grants the Town a non-exclusive, perpetual utility easement across a portion of School Board-owned property (Parcel ID: 26-20-25-0100-C06-02200). This easement is necessary for the Town to install and maintain sanitary sewer infrastructure and ensure future access for maintenance and operational purposes.

• Scope of Easement:

- Non-exclusive, perpetual easement for installation, operation, maintenance, and repair of sanitary sewer facilities.
- Allows ingress and egress for utility maintenance.

• Construction and Maintenance:

- All utility improvements and future maintenance activities will be conducted at the Town's sole cost and expense.
- o The Town is responsible for repairing any damage caused by its activities.
- The School Board may use the easement property in ways that do not interfere with the Town's rights.

Fiscal Impact:

No immediate fiscal impact beyond the anticipated cost of sewer line construction and future maintenance.

Staff Recommendation:

Staff recommends approval of the Utility Easement Agreement.

This instrument prepared by and return to:

Town of Howey-in-the-Hills P.O. Box 128 Howey-in-the-Hills, Florida 34737

Parcel ID: 26-20-25-0100-C06-02200

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT, made this ______day of ______2024, between THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, whose mailing address is 201 West Burleigh Blvd., Tavares, Florida 32778, hereinafter the "GRANTOR" and the TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, whose mailing address is P.O. Box 128, Howey-in-the-Hills, Florida 34737, hereinafter the "GRANTEE."

WITNESSETH:

WHEREAS Grantor owns fee simple title to a parcel of real property with an address of 512 S Palm Avenue, Howey in the Hills, Florida, also known as Parcel ID: 26-20-25-0100-C06-02200 ("Grantor's Property"); and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant, a non-exclusive utility easement located on Grantor's Property depicted on the sketches hereto attached as Exhibit "A" (the "Easement Property") for the purpose of operating and maintaining a sanitary sewer under, over, across and upon the Easement Property (the "Utility Improvements") in accordance with the terms and conditions as more specifically set forth herein (the "Easement").

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that this Easement and Easement Property conveyed herein, is granted upon the following terms, conditions, covenants and agreements.

- 1. <u>Recitals</u>. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.
- 2. Grant of Easement. Grantor hereby grants, declares, dedicates, creates, and establishes for the use and benefit of Grantee a non-exclusive perpetual easement upon, over, and across the Easement Property, for the construction, operation, maintenance and use of the Utility Improvements and any other rights associated therewith or otherwise useful or necessary in connection with the use and enjoyment of the Easement Property for the uses and purposes described herein, together with the rights of ingress and egress over and upon the Easement Property for the purposes of construction, reconstruction, installation, maintenance, replacement, repair and cleaning (collectively, "Grantee's Work") of the Utility Improvements. The Easement Property shall be used in common with all of the owners, tenants, subtenants, successors and assigns

from time to time of Grantor's Property in any manner not inconsistent with the use of the Easement granted herein. This Easement and Grantee's rights hereunder shall at all times be subject to the rights of Grantor. Grantor hereby reserves unto itself, and its successors and assigns, the right to utilize the Easement Property for such purposes as deemed necessary, advisable, appropriate or convenient by Grantor that do not materially adversely affect Grantee's rights under this Easement, including but not limited to, the right to use, pass and repass over and upon the Easement Property, and to construct, reconstruct, replace, install, maintain and repair any improvements located or to be located over, under, across and upon the Easement Property, or any part thereof. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Property for its intended purpose.

- 3. <u>Term.</u> The term of this Easement shall commence as of the Effective Date and continue thereafter in perpetuity, unless earlier terminated in accordance with the Agreement.
- 4. <u>Construction of Utility Improvements</u>. Any of Grantee's Work done pursuant to the rights granted to Grantee herein, including but not limited to, the construction of Utility Improvements and any subsequent Grantee's Work shall be completed in accordance with the following terms and provisions:
 - a. Grantee's Work shall be performed at Grantee's sole cost and expense.
 - b. In the event that Grantee or Grantee's agents, employees, consultants, representatives, and contractors cause damage to any improvement now or hereafter located upon or adjacent to the Easement Property, Grantee shall repair or cause the repair of such damage at Grantee's sole cost and expense. Following such restoration and repair Grantor will provide an accounting of the costs and expenses and the Grantee shall pay any sum due to Grantor under this subsection within thirty (30) days.
 - c. In the event that Grantor or Grantor's agents, employees, consultants, representatives, and contractors cause damage to the Utility Improvements now or hereafter located upon or adjacent to the Easement Property, Grantee shall repair or cause the repair of such damage at the Grantor's sole cost and expense. Following such restoration and repair of the damaged Utility Improvements, Grantee will provide an accounting of the costs and expenses and the Grantor shall pay any sum due to Grantee under this subsection within thirty (30) days.
 - d. Grantee shall be solely responsible for obtaining all necessary permits for Grantee's Work and for the compliance with such permits and all governmental regulations and code requirements pertaining to Grantee's Work.

- e. All work performed by Grantee within the Easement Property must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and Grantee covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same. Grantor shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations.
- f. Grantee shall procure and maintain, at its sole cost and expense, public liability and property damage insurance for the Easement Property, with a company licensed to do business in the State of Florida, which shall insure any and all claims for personal injury, death or property damage occurring in or upon the Easement Property. Upon request by Grantor, Grantee shall furnish Grantor with evidence of such insurance, in the form of a certificate of insurance.
- g. Grantee must keep the Easement Property and Grantor's Property free and clear of any and all liens and encumbrances arising by or through the acts or omissions of Grantee.
- h. The Easement Property must be used in a reasonable manner by Grantee and must not be used by Grantee in such a way which would unreasonably restrict ingress and egress to, or activities on, Grantor's Property or create a nuisance. Any work performed by Grantee within the Easement Property must not unreasonably disturb Grantor's use of the remainder of Grantor's Property nor damage any improvements on Grantor's Property.
- 5. <u>Maintenance</u>. The Utility Improvements shall be maintained by Grantee in good working order and condition at its sole cost and expense, so that the Utility Improvements do not cause damages to the Grantor's property.
- 6. Access. If applicable, vendors, individuals, or entities under contract with Grantee who are permitted access on school grounds when students are present must comply with Section 1012.465, Florida Statutes, and must meet Level 2 screening as described in Section 1012.32, Florida Statutes, or otherwise must be escorted by an agent or employee of Grantor. A district badge must be obtained if accessing school grounds when students are present. Notwithstanding the foregoing, Grantee shall be solely responsible for ensuring that all its employees, agents, contractors, or entities under contract with Grantee, pursuant to this Easement, comply with any and all screening requirements.
- 7. Relocation of Easement. The Grantor may relocate the Easement Property if it interferes with the present or future use of the Grantor's Property, subject to the terms and conditions of this Section 7. If the Grantor elects to relocate the Easement Property: (i) the Grantor shall provide a substantially comparable easement area at no

cost to Grantee; (ii) the Grantor shall provide Grantee with a minimum of six (6) month's prior written notice of the Grantor's election to relocate the Easement Property, the location of the proposed substitute easement area and an updated title commitment to show any existing encumbrances or easements; (iii) the County shall pay Grantee's reasonable costs and expenses actually incurred in relocating the Utility Improvements from the Easement Property to the substitute easement area, including without limitation, construction costs and Grantee's contractor and staff time in connection with the design construction preparation, review and inspection, attorney services and other administrative work relating to the relocation; and (iv) the Grantor will work with Grantee to minimize and avoid any potential problem or interruption in utility services resulting from the substitution of the Easement Property. Prior to the date Grantee incurs costs in connection with the Grantor's election to relocate the Easement Property, Grantee will provide the Grantor with a good faith estimate of the costs and expenses estimated to cover Grantee's costs of the relocation. Grantee will on a periodic basis provided an accounting to the Grantor of costs and expenses incurred and estimated additional costs and expensed through the completion of the relocation of the Easement Property. Following completion of the relocation, Grantee will complete its final accounting and the Grantor shall pay any sum due to Grantee under this Section within thirty days. Terms and conditions under this Agreement pertaining to and governing the Easement Property will apply in the same way to a substitute easement area.

- 8. <u>Indemnification</u>. To the extent allowed by law, Grantee shall indemnify the Grantor, and all of its officers, agents, and employees from any third-party claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by Grantee, its agents or employees, during the performance of this Easement. Notwithstanding the foregoing, nothing in this Easement shall be deemed or construed in any manner as a waiver of any privilege, immunity, limits of liability or other protections which are provided and available to the Grantor or Grantee under the doctrine of sovereign immunity or the limitations of liability as provided by Section 768.28, Florida Statutes, and nothing in this Easement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. The foregoing indemnification obligations expressly survive any termination of this Easement.
- 9. <u>Compliance</u>. The rights and easements granted hereunder, and the performance by Grantee of all of its obligations hereunder, shall be materially compliant with all applicable statutes, ordinances, permits, rules and regulations of all applicable governmental authorities, including, but not limited to, all permits, conceptual or otherwise, issued by all applicable governmental authorities having jurisdiction over the Easement Property, as the same may be amended from time-to-time hereafter.
- 10. <u>Successors and Assigns</u>. This Easement and the obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and the benefits and burdens hereof shall run with the land.

- 11. <u>Enforcement</u>. The easements, covenants and agreements contained herein shall be enforceable by suit for damages, specific performance, declaratory judgment and/or injunctive relief, in addition to any other remedy provided by law or equity.
- 12. <u>Time is of the Essence</u>. Time is of the essence with respect to all matters set forth herein.
- 13. <u>"As-Is"</u>. The Easement is granted in its "AS IS" condition and without any warranty or representation, express or implied, by Grantor as to the condition or suitability of same for Grantee's purposes or otherwise.
- 14. <u>No Third-Party Beneficiaries; No Public Dedication</u>. This Easement is for the benefit of the parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Easement Property, except as specifically set forth herein.
- 15. Amendments and Waivers. This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of Lake County or by court order. No delay or omission of any party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Easement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.
- 16. Recording. Grantee shall, at its sole expense, provide notice of the existence of this Easement by recording this instrument in the official public records of Lake County, Florida, on or before the fourteenth (14th) day following the Effective Date. Any substitute easement area as contemplated by Section 7 herein shall be recorded in accordance with this Section 16.
- 17. Attorneys' Fees; Venue. In the event the Grantor or Grantee is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the parties shall be responsible for their own attorneys' fees and costs prosecuting or defending the action. Venue for any dispute arising under this Easement shall lie exclusively in the state courts located in Lake County, Florida.
- 18. <u>Notice.</u> All notices, certificate or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by courier or facsimile transmission or three (3) days after the date mailed by registered or certified mail, postage prepaid, to the other party at the following addresses:

Grantor:

School Board of Lake County Attn: Growth Planning Dept. 201 West Burleigh Boulevard Tavares, FL 32778

Grantee:

Town of Howey-in-the-Hills Attention: Town Clerk 101 N. Palm Avenue Howey-in-the-Hills, Florida 34737

Phone: (352) 944-5000 Fax: (352) 324-2126

Miscellaneous. This Easement contains the entire understanding of the 19. parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

(signature blocks on following pages)

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

WITNESSES:

Sign Name: Cynthia Montaith Print Name: Cynthia Montaith

Address: 13130 Line Ave, Grand Island, FL 32035

Sign Name: <u>Jutricia Junter</u>
Print Name: TAtricia Painter

Address: 942 DORA AVE TAVARES, FL 32778 **GRANTOR:**

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

As Its: Chair

Date: 4/28/25

STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this was day of the school board of the School Board of Lake County, a political subdivision of the State of Florida, who is personally known to me or who produced the following identification:

My Commission Number: 4H 335950
My Expiration Date: Wath 27, 2027

(seal)

Notary Public Name



Superintendent

Approved as to form and legality:

School Board Attorney

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:	GRANTEE:	
Sign Name: Print Name: Address:	TOWN OF FLORIDA By: Print Name: As Its:	HOWEY-IN-THE-HILLS,
Sign Name: Print Name: Address:	Date:	
STATE OF FLORIDA COUNTY OF LAKE The foregoing instrument was ack presence or online notarization this	day o	f 2024 by
Florida Municipal corporation. He/She is as identification.	DWN OF HOWEY-I personally known to	N-THE-HILLS, FLORIDA, a o me or has produced
	By: Notary Public	c, State of Florida at Large
	Print Name:	Markey and the second s
	Commission	No.:
	My Commiss	ion Expires:



Date: May 12, 2025

To: Mayor and Town Council

From: Sean O'Keefe

Re: Consideration and Approval: **Storm Debris Removal Agreement Option Selection**

Objective:

To establish management of the removal of storm debris in the event of an emergency.

Summary:

Lake County has an interlocal agreement with the Town regarding storm debris removal. On an annual basis, Lake County asks to reestablish the basis of the agreement: whether storm debris removal will be (A) managed by the Town (with 100% of costs paid by the Town, and FEMA reimbursement paperwork managed by the Town), or (B) managed by the County (with 25% of costs paid by the Town, and FEMA reimbursement paperwork managed by the County).

Fiscal Impact:

There is no direct initial fiscal impact to the Town.

There is no direct recurring fiscal impact to the Town.

In the event of an emergency, Option A will require the payment in full of any debris removal costs, while Option B will require the payment of 25% of debris removal costs. Reimbursement of up to 100% of any costs from FEMA after filing reimbursement paperwork is a possibility in either scenario.

Staff Recommendation:

Staff recommends the adoption of Option B for the upcoming hurricane season.

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE TOWN OF HOWEY-IN-THE-HILLS FOR

COLLECTION OF STORM DEBRIS FROM STREETS AND RIGHT-OF-WAY

This is an Amended and Restated Interlocal Agreement ("Agreement") between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the Town of Howey-in-the-Hills, Florida, a municipal corporation in the State of Florida ("Town"), collectively "the parties".

WITNESSETH:

WHEREAS, the County has contracted with private contractors to provide services for the removal of debris from public streets and rights-of-way resulting from hurricanes, tornadoes and other similar events; and

WHEREAS, the parties previously entered into an Agreement Between Lake County, Florida and Town of Howey-in-the-Hills for Collection of Storm Debris From Streets and Right-of-Way dated August 30, 2010 ("2010 Agreement"); and

WHEREAS, the County and the Town continue to find it a public benefit to allow municipalities in Lake County to utilize the County's contractors within the municipality; and

WHEREAS, the County and the Town seek to amend the 2010 Agreement to modify the notification process, to allow the Town to utilize another method for debris removal if desirable, and to provide other updates.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, conditions and payments contained herein, the parties agree as follows:

- 1. Recitals. The above recitals are true and correct and incorporated herein.
- 2. <u>Amendment.</u> In accordance with and subject to the provision in paragraph 8 below, the 2010 Agreement between the Town and the County will be considered terminated and this Agreement shall supersede and replace the 2010 Agreement regarding the collection of storm debris from streets and right-of-way.
 - 3. Town Obligations.
 - A. On an annual basis, between May 1 and May 31, the Town shall provide the County with written notice of the Town's plan for the collection of storm debris from streets and rights-of-way located with the Town's limits or jurisdiction.

Specially, the written notification shall state whether the Town intends to utilize one of the following options for the period of June 1 to April 30:

Option A: Accessing County's Contract. The County agrees to allow its contracts for emergency debris removal services to be accessible by the Town. The County will require debris removal contractors to handle debris activities in accordance with FEMA, FHWA, and other applicable agency requirements. If the Town notifies the County that the Town chooses Option A, or if Option A is decided by default pursuant to section B below, the Town will be solely responsible for its own agreement with, monitoring of, and payments directly to the contractor(s) for the services for the June 1 to April 30 period. Under this option, the County will not be involved in the any debris removal from the streets or rights-of-way within the Town's limits and jurisdiction. If this option is chosen, the Town will be solely responsible for submittal of expenses, monitoring, reports, and documentation to the appropriate Federal or State agencies for reimbursement or payment.

OR

Option B: County as Agent. If the Town notifies the County that the Town elects this option, the County agrees to complete the obligations contained in paragraph 4(A) of this Agreement. If the Town elects to only have the County act as its agents under this option in only part of the Town, the Town shall provide a detailed map where removal shall occur by the County.

- B. THE TOWN MUST NOTIFY THE COUNTY EVER YEAR (by May 31) WHETHER THE TOWN ELECTS OPTION A (ACCESSING COUNTY'S CONTRACT) OR OPTION B (COUNTY AS AGENT) FOR THE PERIOD (June 1- April 30). If the Town fails to provide written notice to the County by May 31 of the Town's option for that year, the County, without further notice to the Town, will conclude that the Town has opted for Option A above.
- C. The Town agrees that payment(s) pursuant to paragraph 4 below will be in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII,

Florida Statutes.

4. <u>County Obligations.</u>

- A. If the Town timely notifies the County of the Town's election of Option B, the County agrees to provide emergency debris removal services from the municipal streets and rights-of-way using the County's contractor(s) and monitoring consultant, pursuant to the following:
 - i. Such services will be provided along the municipal streets and rightsof-way in the geographical area or legal description provided by the Town to the County. The Town will not conduct debris removal activities in the areas of the Town where it has requested the County perform the service.
 - ii. Vegetative debris must be loose, not bagged; to ensure only vegetative debris is present (no garbage, metal, etc.) as this can damage the mulching machines. The size of the individual debris (i.e., tree limbs) should be manageable Class III debris (construction debris such as shingles, wood, drywall, glass, etc. as defined by FAC 62-701) and tree stumps may not be picked up unless Federal or State Agencies have authorized such pick up.
 - iii. The County agrees to make payments necessary in order to have the debris hauled and monitored by the County's contractors, pending Federal and/or State reimbursement.
 - iv. Upon completion of the debris removal services within the geographical area or legal description provided by the Town, the County will send an invoice to the Town. Upon receipt of invoice and pursuant to the Florida Local Government Prompt Payment Act, the Town will pay the County twenty-five percent (25%) of the Town's estimated cost. The calculation of the Town's estimated cost will be determined by the actual volume of material collected within the corporate limits of the municipality based on trip sheets generated by site monitors at the time debris is delivered to County-designated collection sites. It is understood that Federal and/or State reimbursement and auditing activities may take

- several years after the event and debris removal before a final resolution occurs; at the time such final resolution occurs, County and the Town will agree on a complete and final accounting and split of costs for such debris removal.
- v. Federal and State Agencies generally will not reimburse debris removal activities from private property and will only reimburse removal of eligible debris as determined by the Agency. The County will instruct its contractors not to remove or dispose debris from private property; unless, the Town sends a written request to the County and the Town agrees to be responsible for the full cost (100%) of such removal and disposal. In such request, the Town must include a legal description for the private property. Prior to the start of the debris removal activities on the private property, the Town will obtain rights-of-entry or other authority satisfactory to meet Federal and State requirements. The County will invoice the Town the cost of the removal and disposal from the private property and the Town shall remit payment to the County within forty-five (45) days of receipt of the invoice.
- vi. The County agrees to submit to Federal and/or State agencies applications for reimbursement for the debris picked up by County contractors within Town's limits. If the Town has other expenses for debris removal which were expended outside this Agreement, the Town shall submit those expenses separately to appropriate Federal and/or State agencies. The Town agrees to provide to appropriate Federal and/or State agencies documentation to support such expenses and to show that such expenses do not duplicate expenses submitted by the County.
- B. If the Town chooses Option A, or if the Town defaults in choosing an Option by deadline stated, the County has no obligation to remove debris, haul, monitor, or submit documentation for reimbursement on behalf of the Town.
- C. In the event that Federal or State agencies determine that the County cannot

perform services for the Town as set forth hereunder, the parties hereby agree that the County shall have no obligations hereunder.

- 5. <u>Modifications.</u> Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.
- 6. <u>Indemnification.</u> To the extent permitted under Florida law, the Town agrees to indemnify, defend, assume all liability for and hold the County, its employees and authorized agents harmless from any and all actions, damages, claims, suit, penalties, obligation, liabilities or injuries to properties, persons or entities, which may be caused or resulted from the debris removal services provided in the Town's limits under this Agreement.
- 7. <u>Term and Termination.</u> This Amendment shall take effective immediately upon execution ("effective date") and shall remain in effect until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. Should either party terminate this Agreement after debris removal activities (including staging and actual debris removal) such party shall be liable to the other for any costs and expenses incurred prior to the date of termination.
- 8. Effect of Amendment. The 2010 Agreement between the parties will be considered terminated as of the effective date of this Agreement, with the exception that the Town shall remain liable to the County for any costs and expenses already incurred by the County for Hurricane Irma and Hurricane Matthew which occurred prior to the effective date of this Agreement. Nothing herein is intended to release the Town from its liabilities to pay under the 2010 Agreement, and the Town shall continue to assist the County in completing applications to Federal and/or State agencies for reimbursement for these events.

9. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY County Manager P.O. Box 7800 Tavares, Florida 32778 TOWN
Town Manager
P.O. Box 128
Howey-In-The-Hills, FL 34737

cc: Department of Public Works P.O. Box 7800 Tavares, Florida 32778

- A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.
- 10. <u>Entire Agreement.</u> This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and Town of Howey-in-the-Hills, through its Mayor.

{Remainder of page intentionally left blank}

AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND HOWEY-IN-THE-HILLS REGARDING DEBRIS REMOVAL

Cary Cl. Cooney, Clerk

Board of County Commissioners

Of Lase Younty, Florida

Approved of to form and legality:

Melance Marsh, County Attorney

COUNTY

LAKE COUNTY, FLORIDA, through its Board of County Commissioners

Fimothy I. Sullivan, Chairman

This 21 day of August, 2018.

<u>AGENCY</u>

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

Chris Sears, Mayor

This 1 day of 100e, 2018.

Dailian Burke Tolken Clerk

Approved he for forms and legality:

Town Arthridge



Stormwater

WHAT IS IT AND HOW DOES IT WORL



What is stormwater?

STORMWATER IS
WATER THAT
ORIGINATES FROM
PRECIPITATION
EVENTS, OR RUNOFF.



How is stormwater managed?

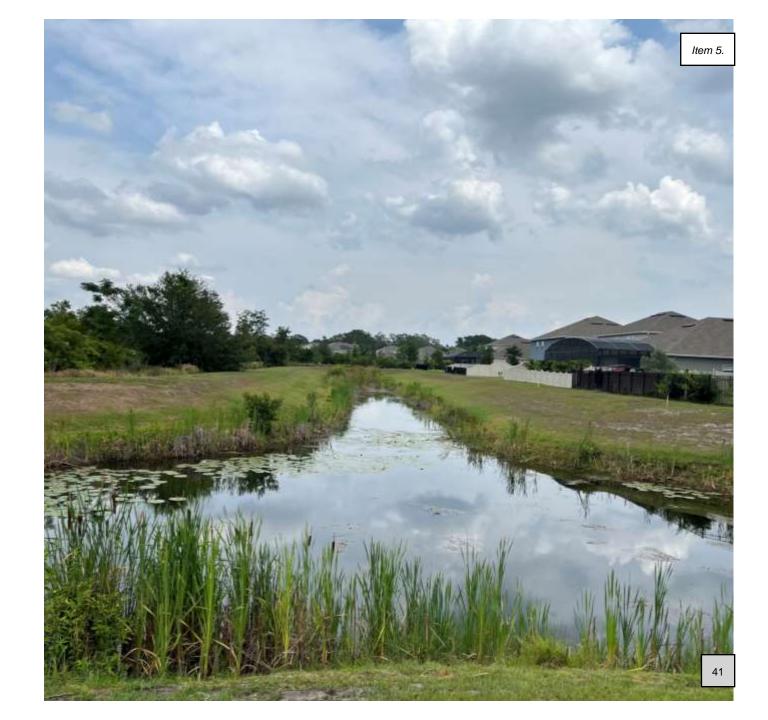
- Control flooding by installing, cleaning, and maintaining stormwater infrastructure such as curbs and gutters, street inlets, pipes, ditches, culverts, detention ponds, etc.
- Regulate development by setting design standards, providing technical guidance, reviewing plans for development and redevelopment, inspecting construction sites, and enforcing regulations.
- Prevent pollution by educating the public, implementing clean water programs, inspecting and monitoring runoff, complying with federal and state regulations, and enforcing water quality standards set by the Clean Water Act.

Guidance Documentation



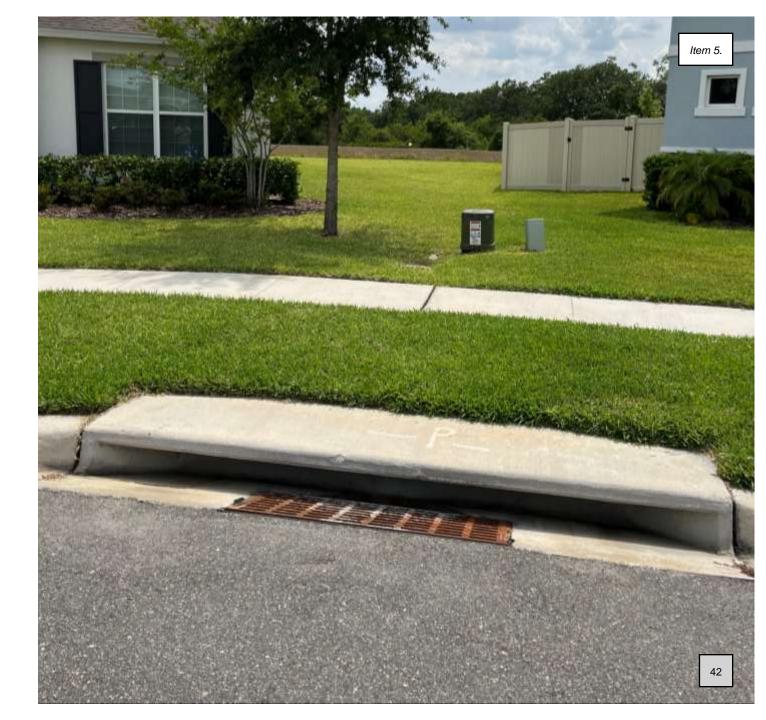
- The Federal Clean Water Act requires storm
 water discharges from certain types of urbanized
 areas to be permitted under the National
 Pollutant Discharge Elimination System (NPDES)
 program.
- November 1990 EPA began Phase I of its storm water program requiring states to develop regulatory programs to address pollution issues associated with storm water.
- Today Storm Water Phase II has been established to reduce the impacts of storm water run-off from construction, industrial, municipal, governmental and institutional sources.
- General Storm Water rules are found in 325 IAC 15 (Article 15).
- August 2003 327 IAC 15-13 (Rule 13)
 established requirements for designated MS4's
 entities to develop local Storm Water Quality
 Management Plans (SWQMP).

What is a MS4 and how does it work?



MS4 stands for:

MUNICIPAL
SEPARATE STORM
SEWER SYSTEMS



Stormwater Quality Management Plans



The Ms4's must address these 6 "minimum control measures" through their SWQMP:

- Public Education and Outreach
- 2. Public Participation and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Runoff Control
- 5. Post-Construction Site Runoff Control
- Pollution Prevention and Good Housekeeping

Item 5.

SWPPPs (Storm Water Pollution Prevention Plan)

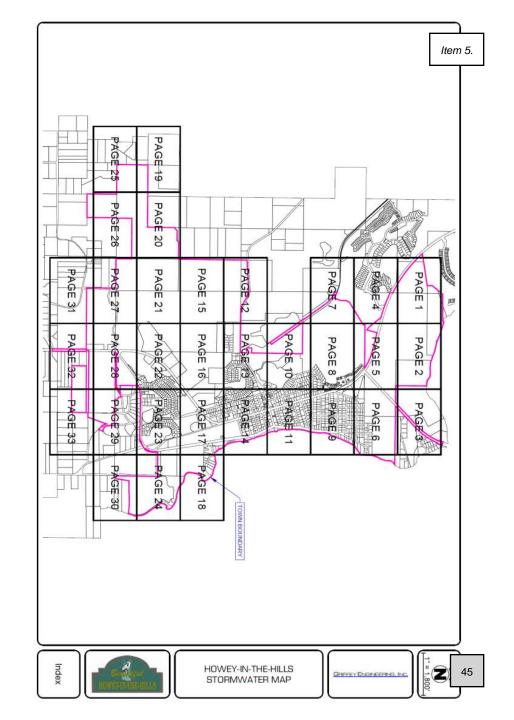


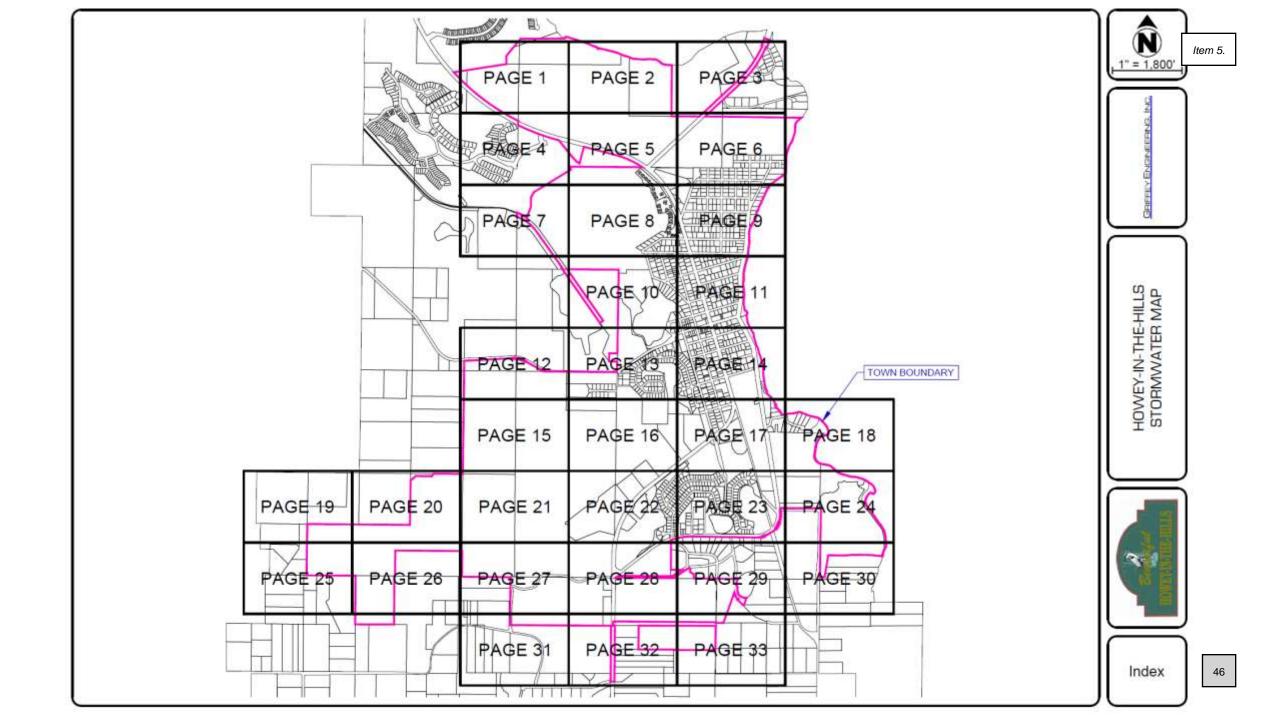
SWPPPS: A PERFORMANCE-BASED STATE REGULATION DESIGNED TO REDUCE POLLUTANTS THAT ARE ASSOCIATED WITH CONSTRUCTION AND/OR LAND DISTURBING ACTIVITIES.

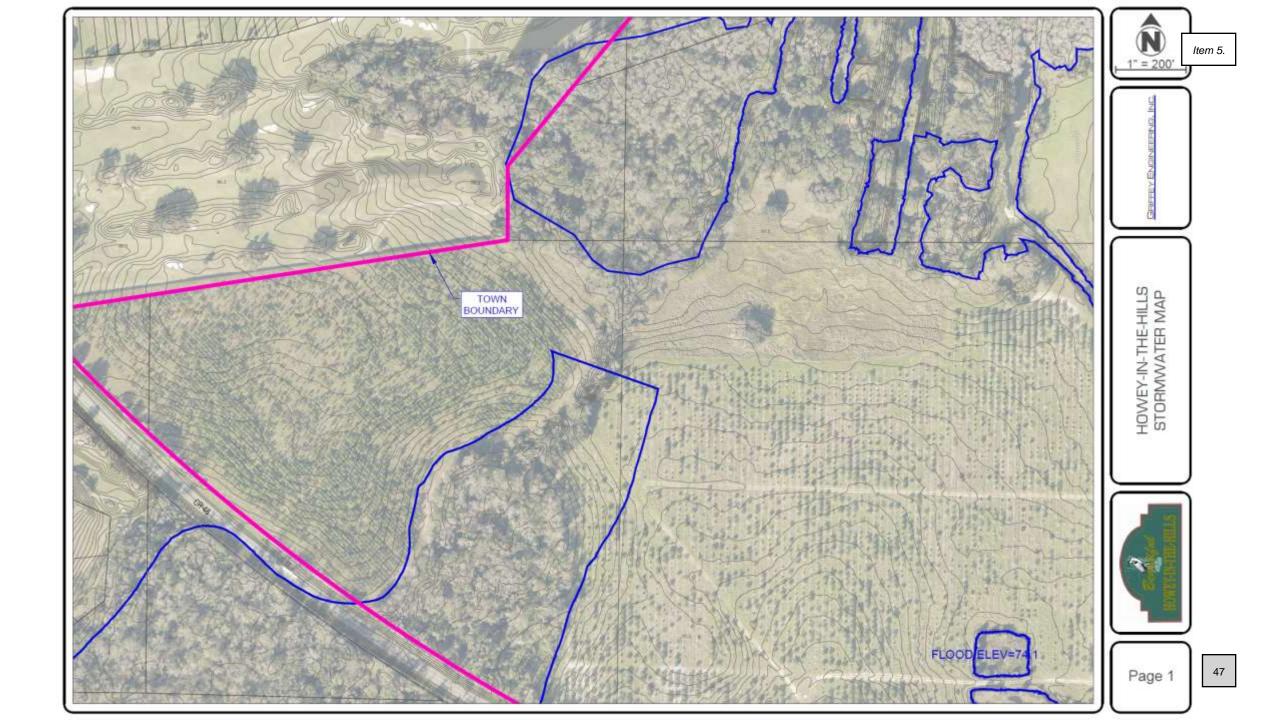
Stormwater Map

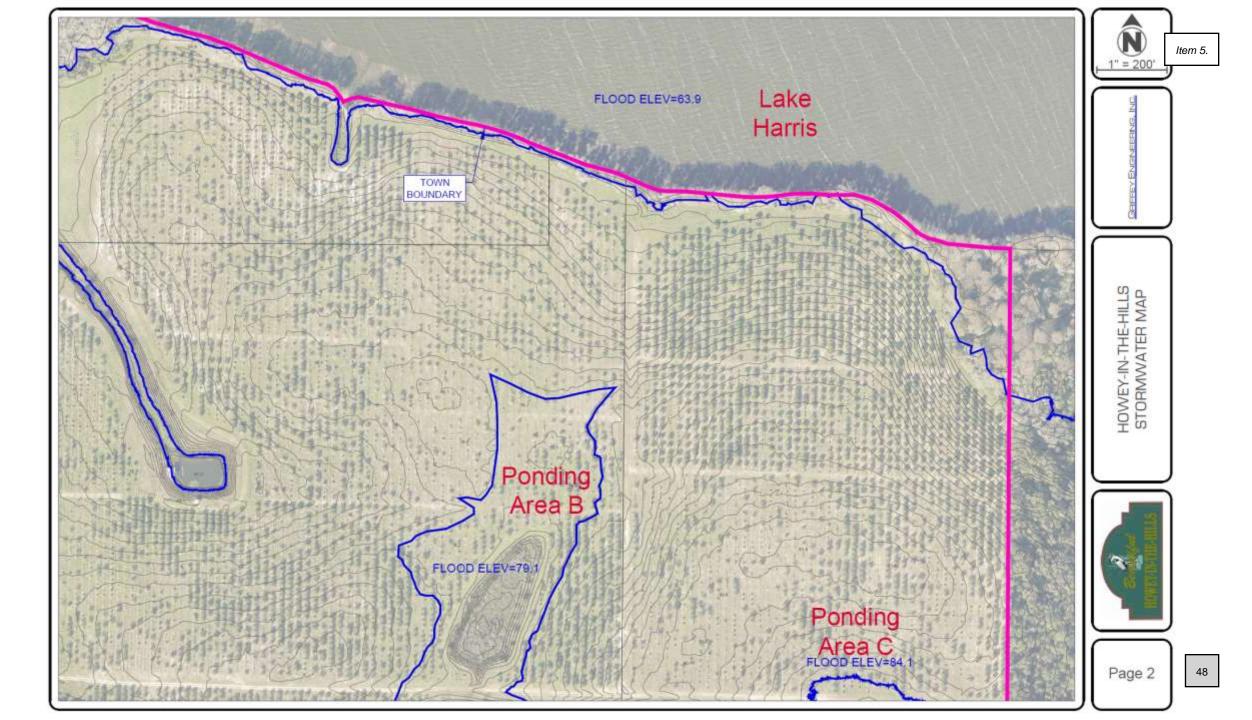
A stormwater map is crucial for the Town for several reasons:

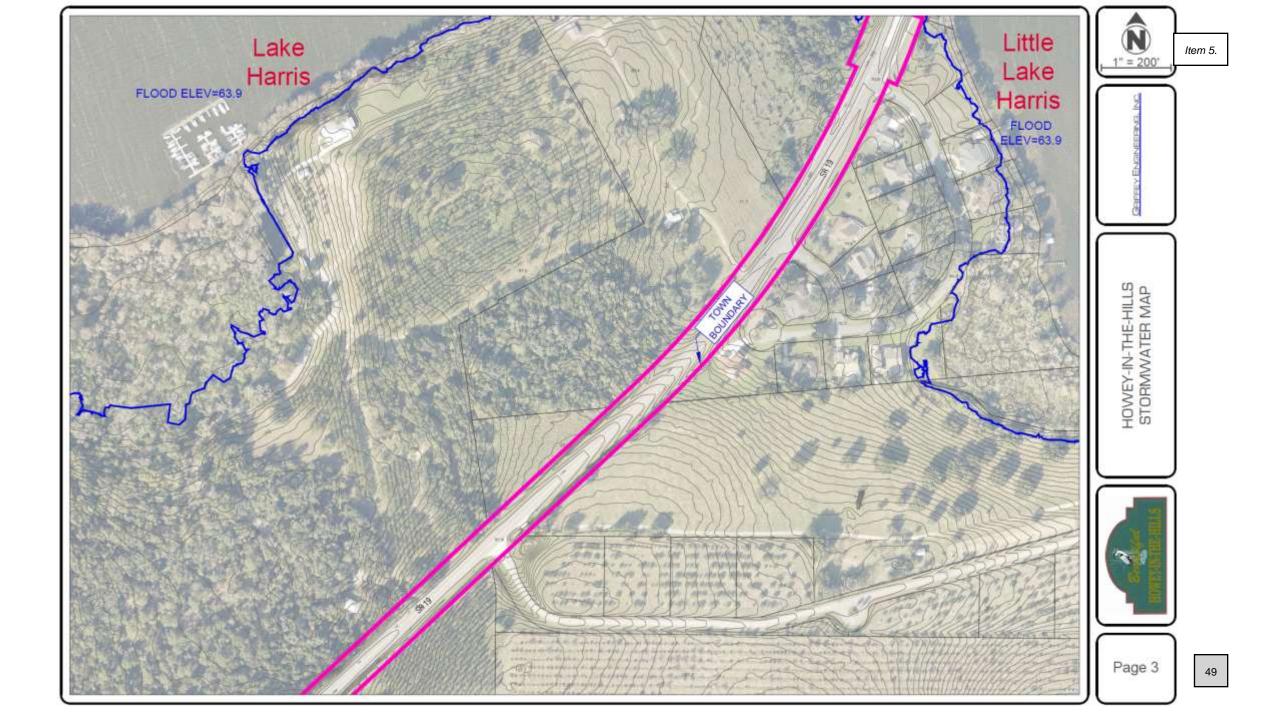
- Flood Management: It helps identify areas prone to flooding during heavy rains, enabling better planning and mitigation strategies.
- Infrastructure Planning: It assists in designing and locating drainage systems, storm sewers, and retention ponds to efficiently manage stormwater runoff.
- Environmental Impact: It helps monitor and control pollutants carried by stormwater, ensuring protection of water quality in rivers, lakes, and other water bodies.
- Emergency Response: It provides essential data for emergency services to respond effectively during floods or other storm-related emergencies.
- **Urban Planning:** It informs urban planners about the best areas for development while considering stormwater management, thus preventing future issues related to

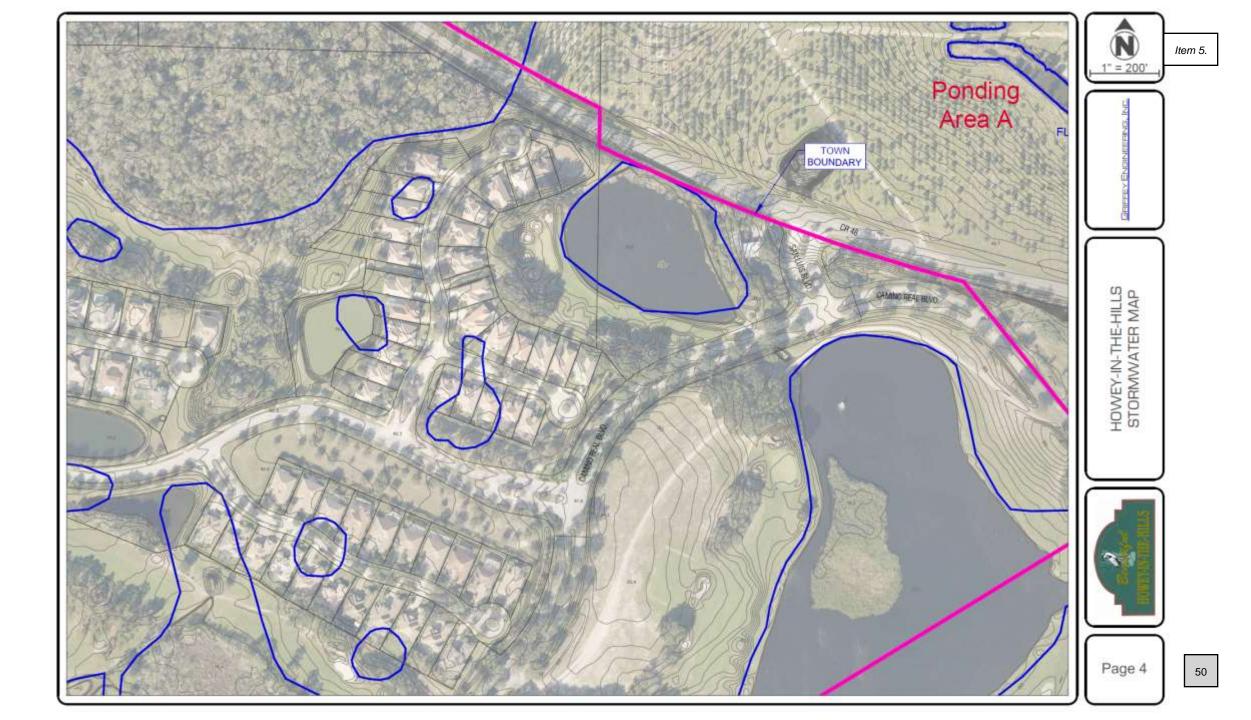


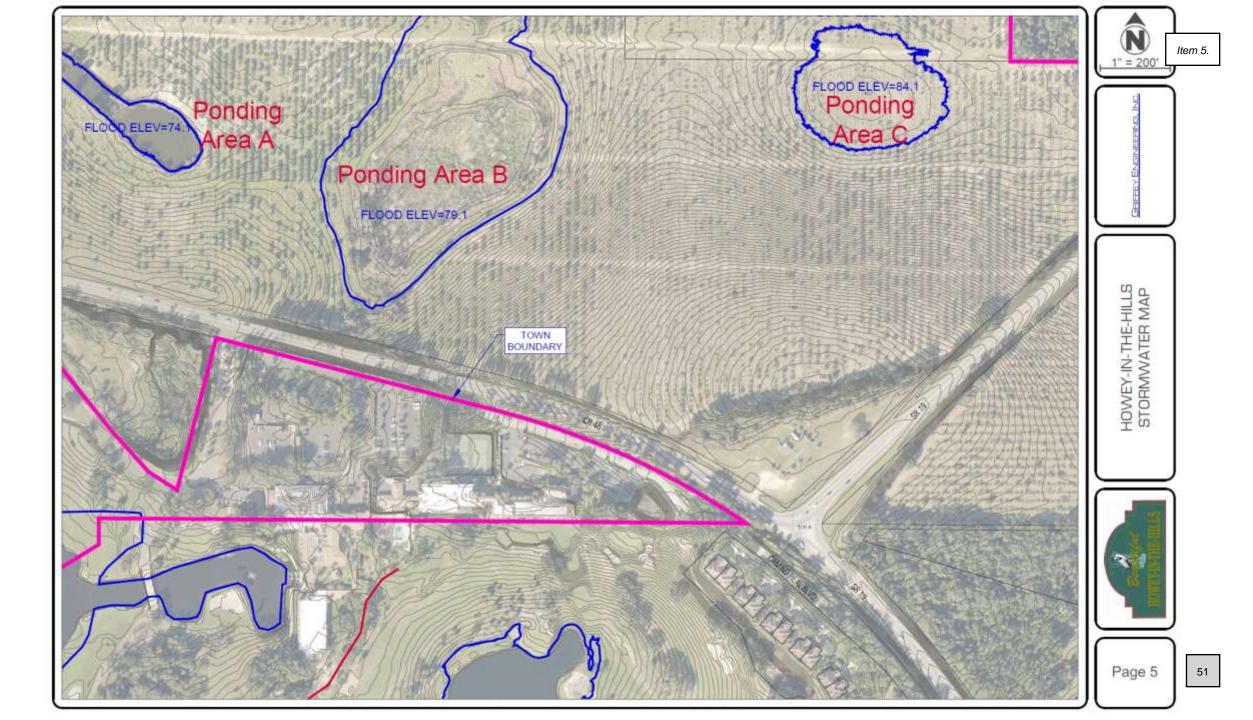


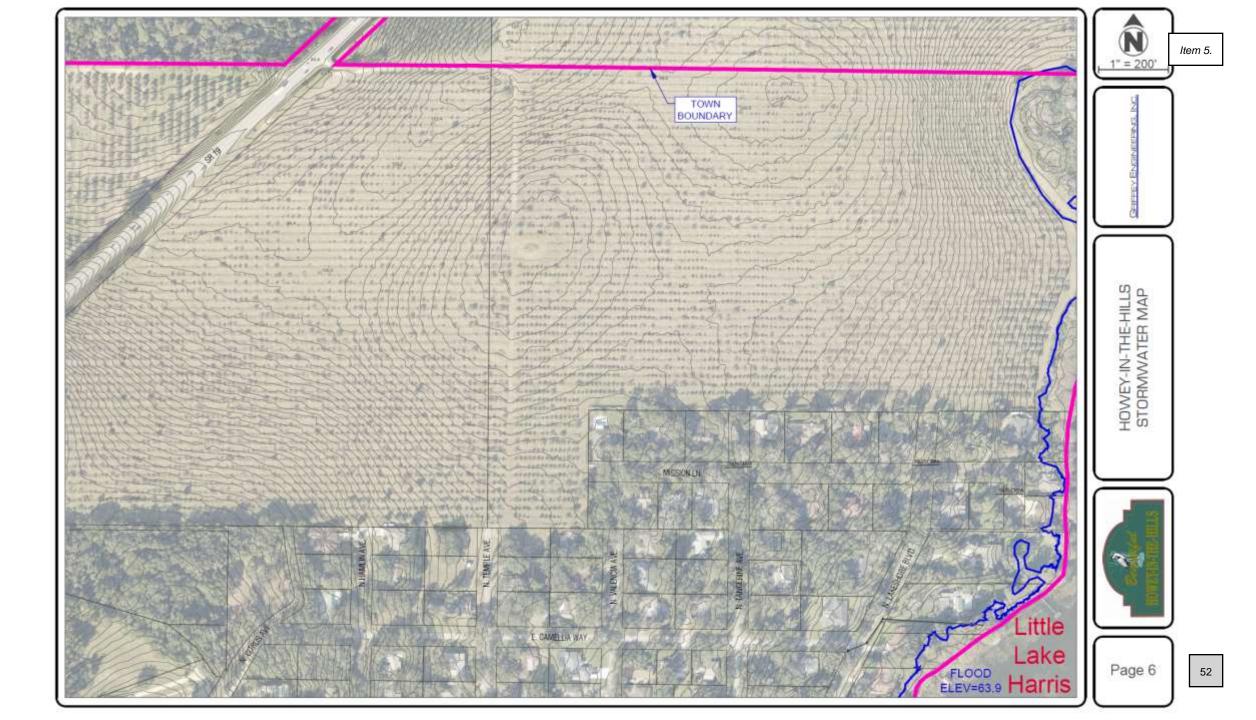


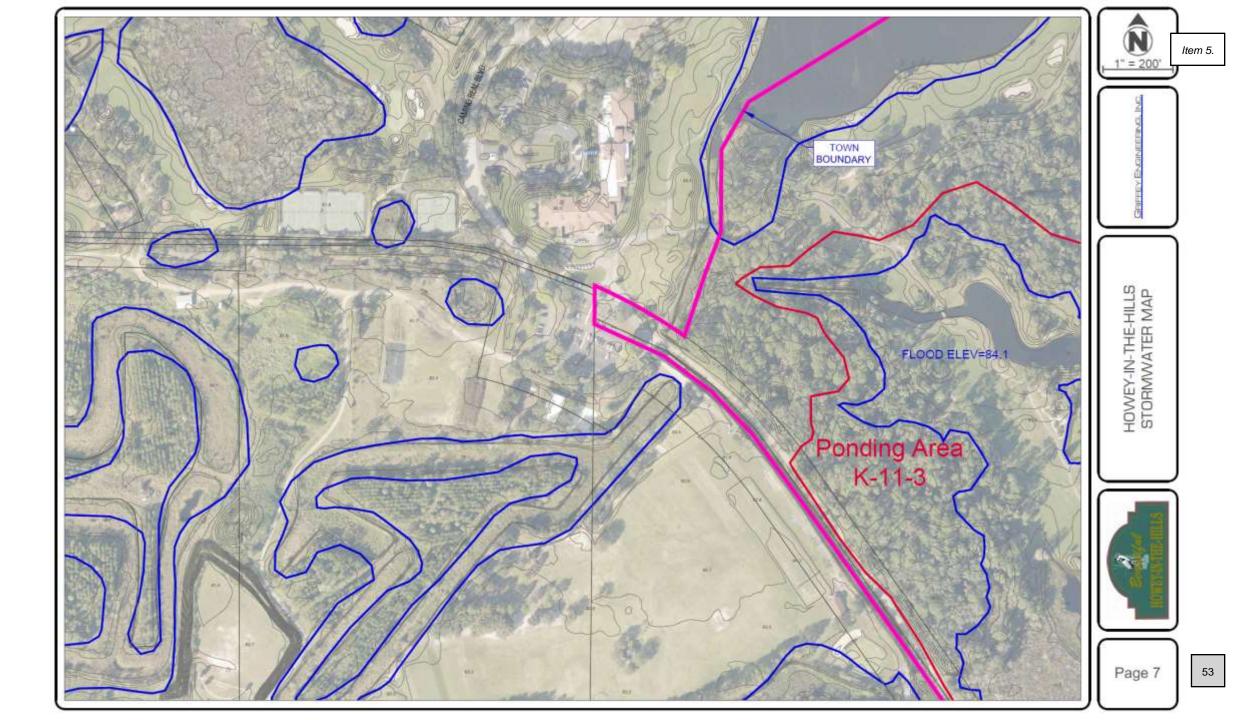


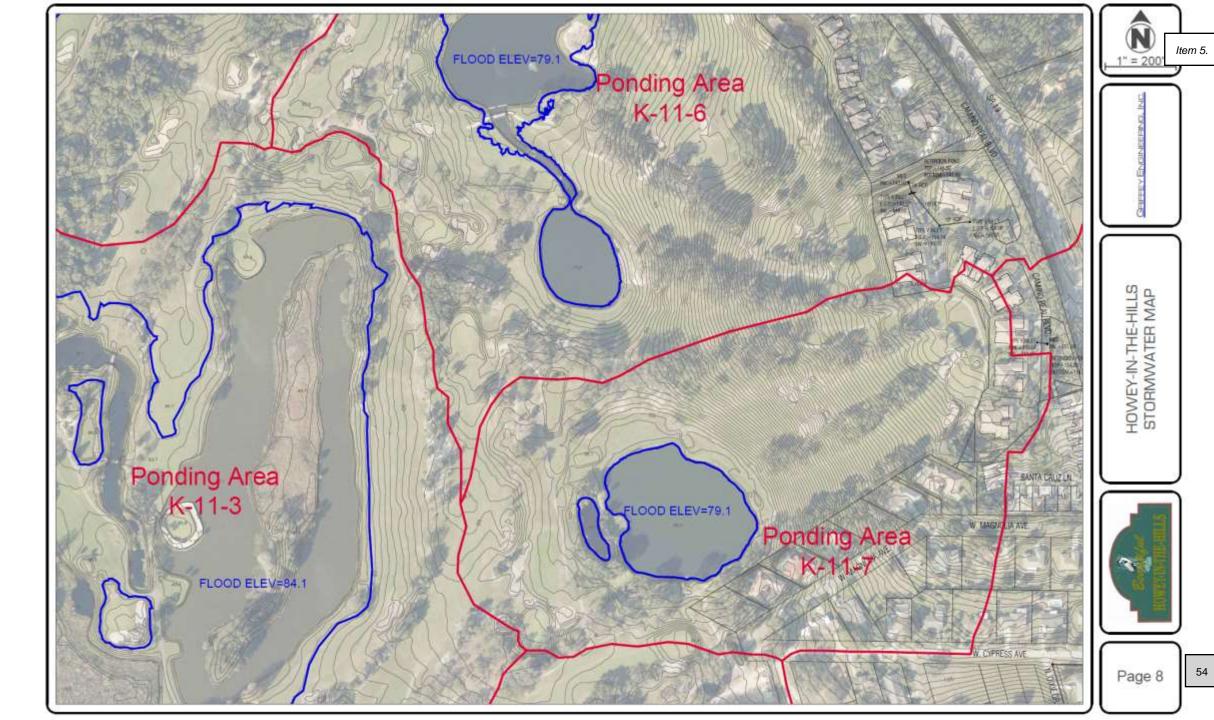




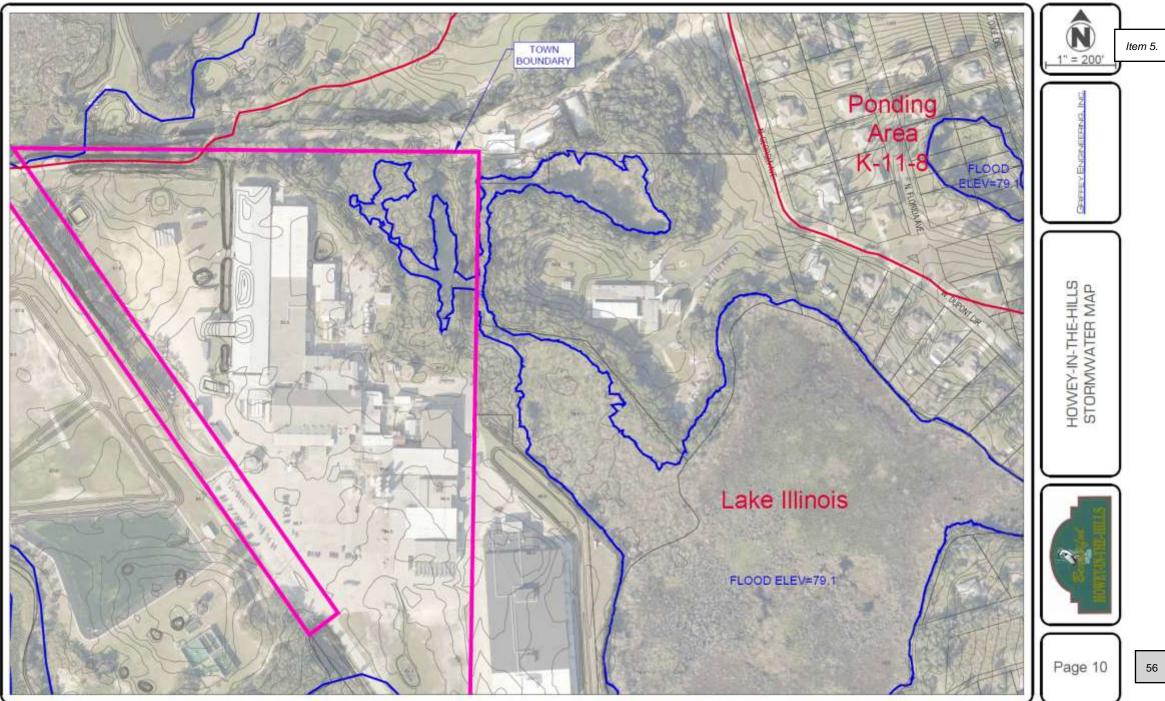




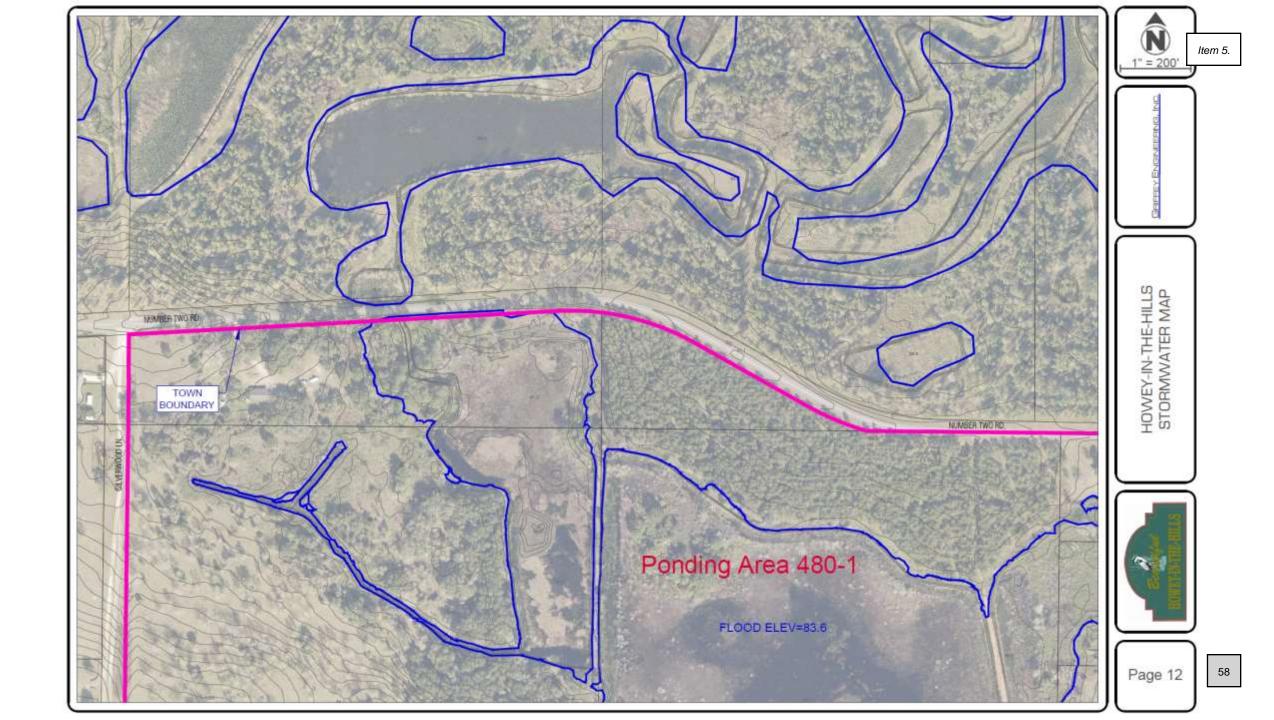


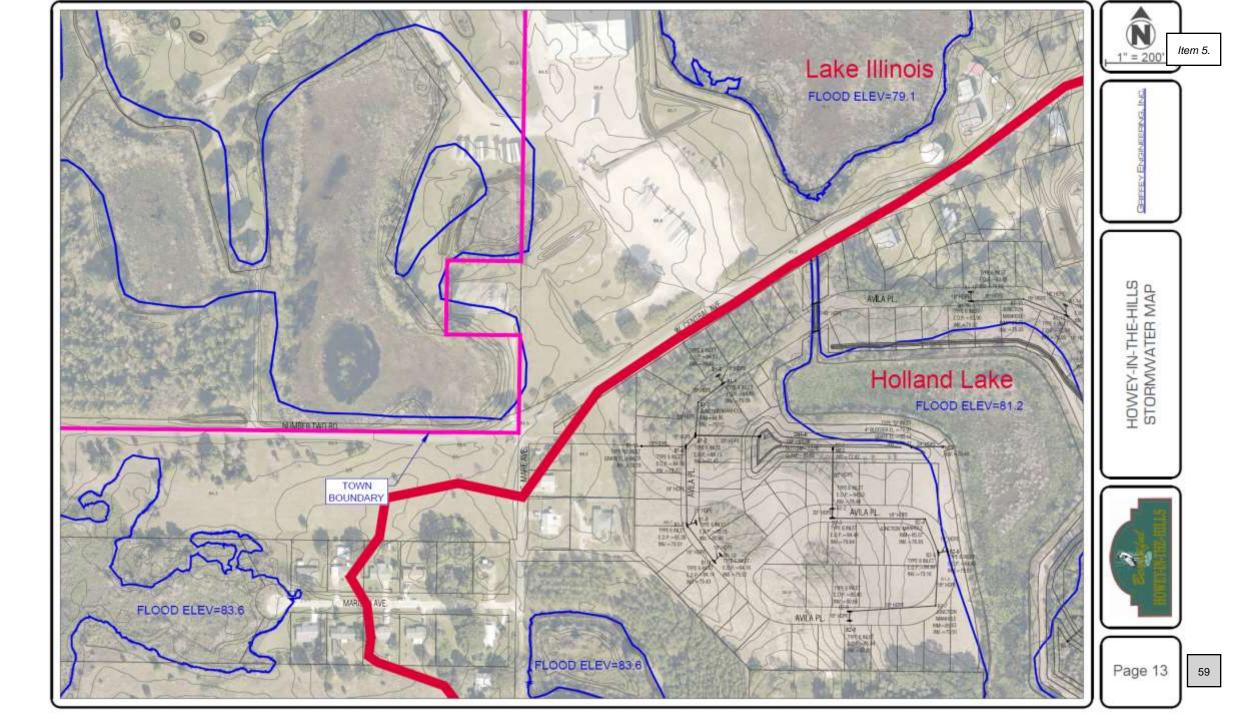




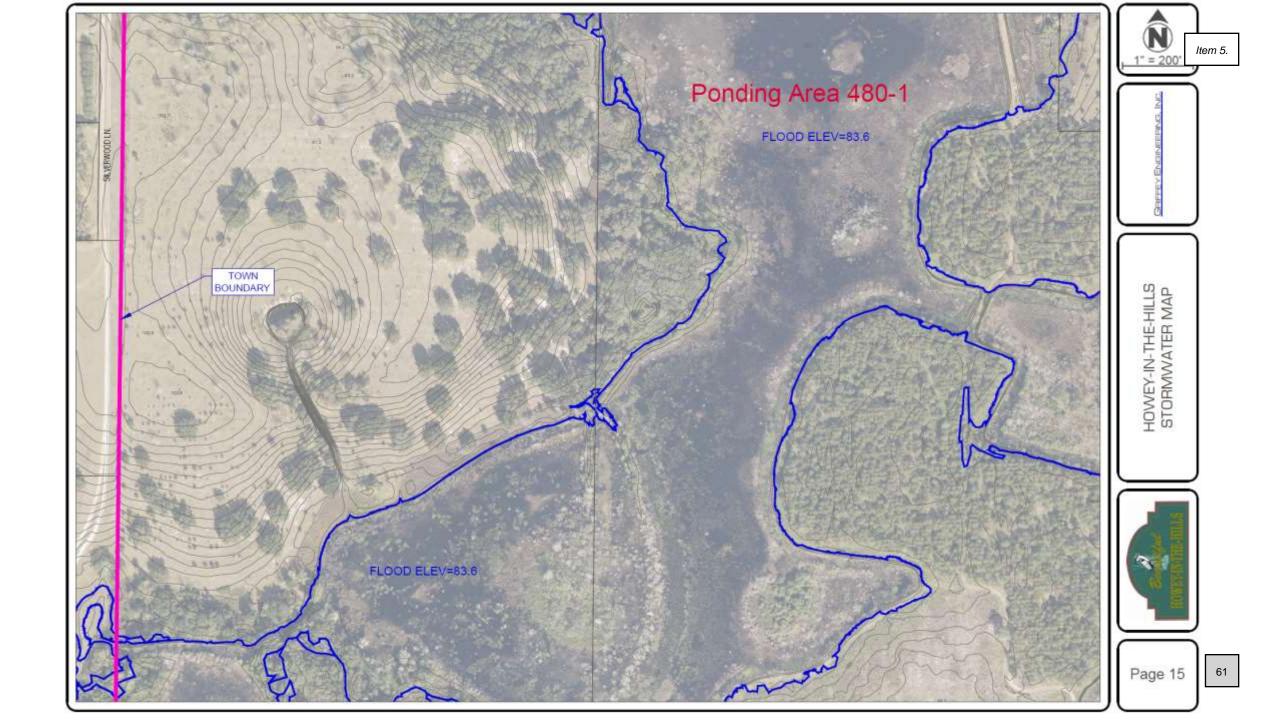


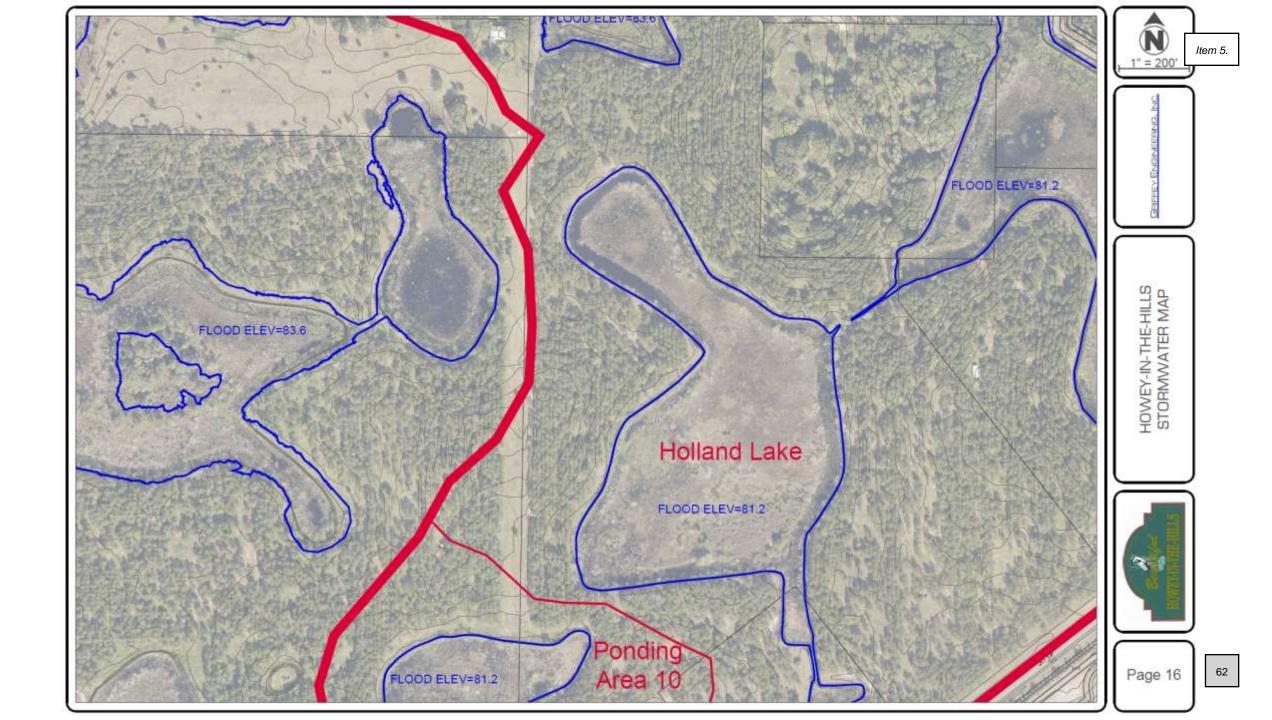


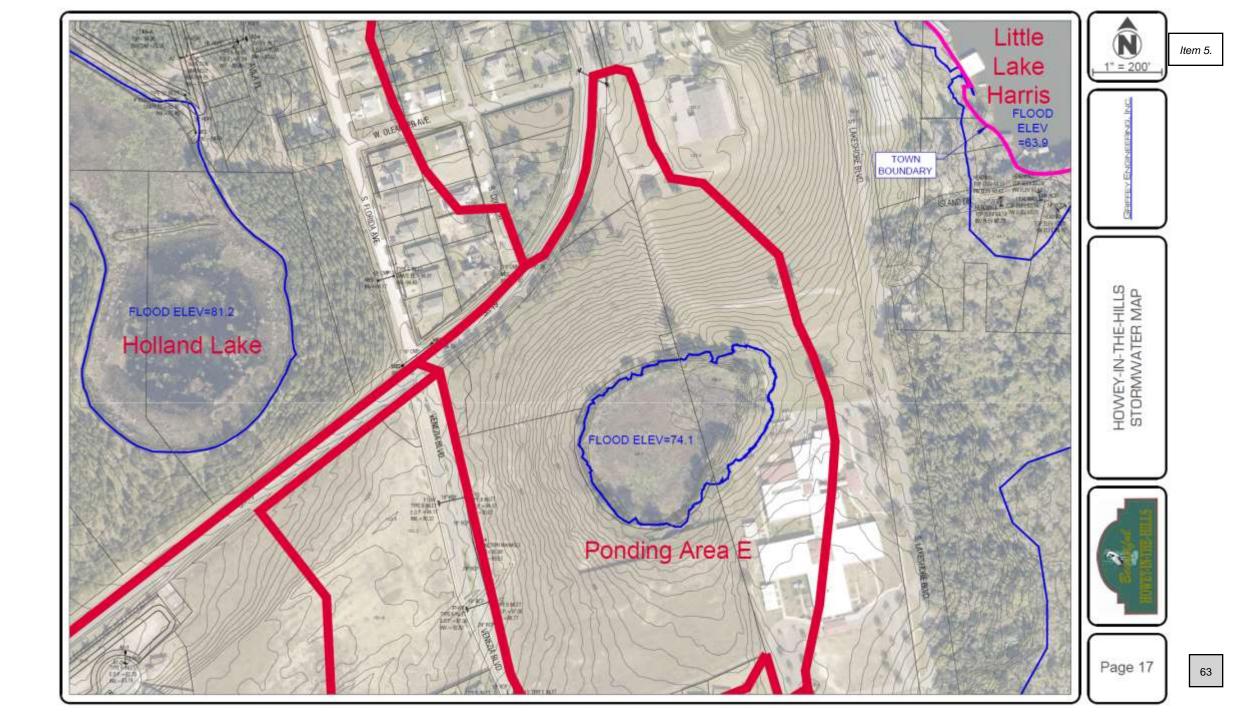




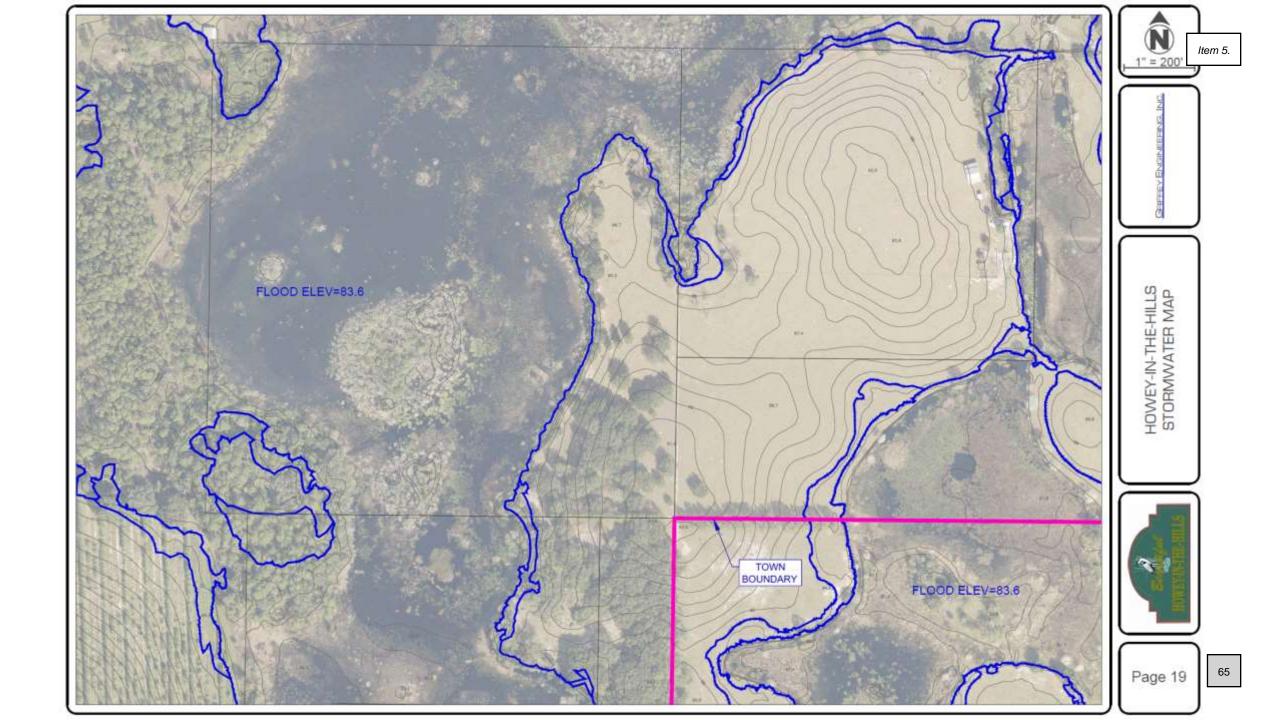


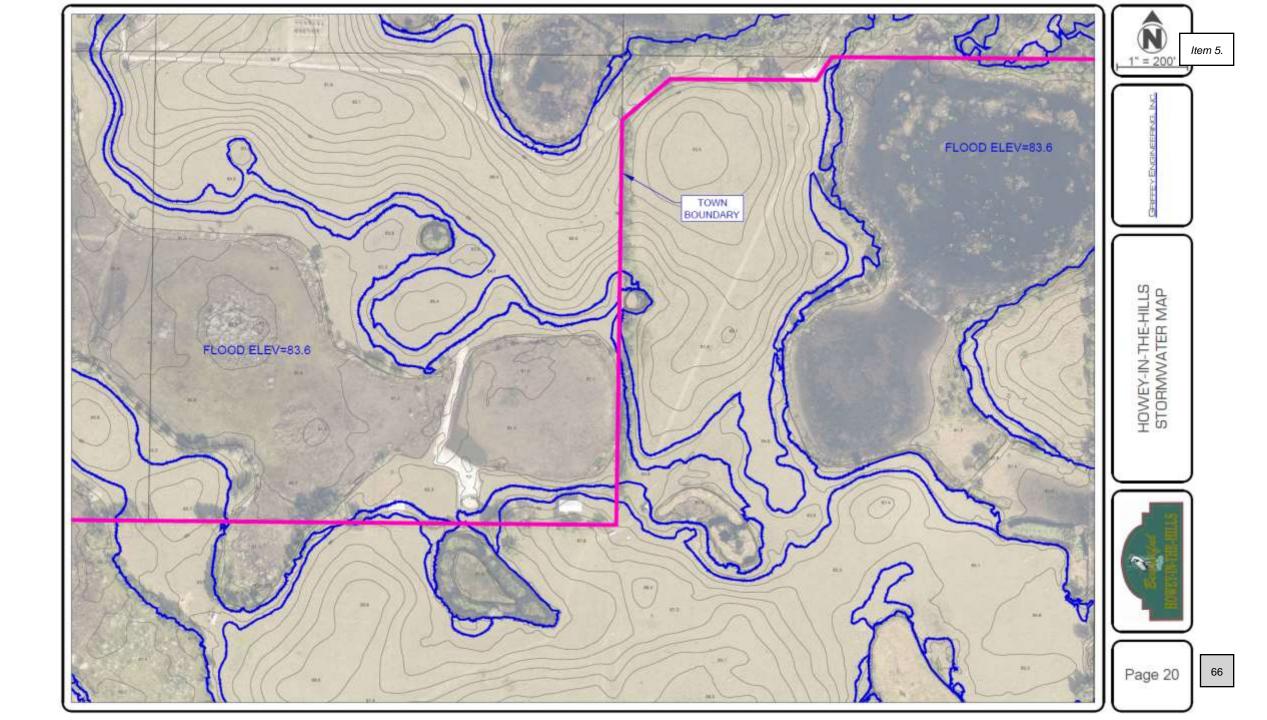


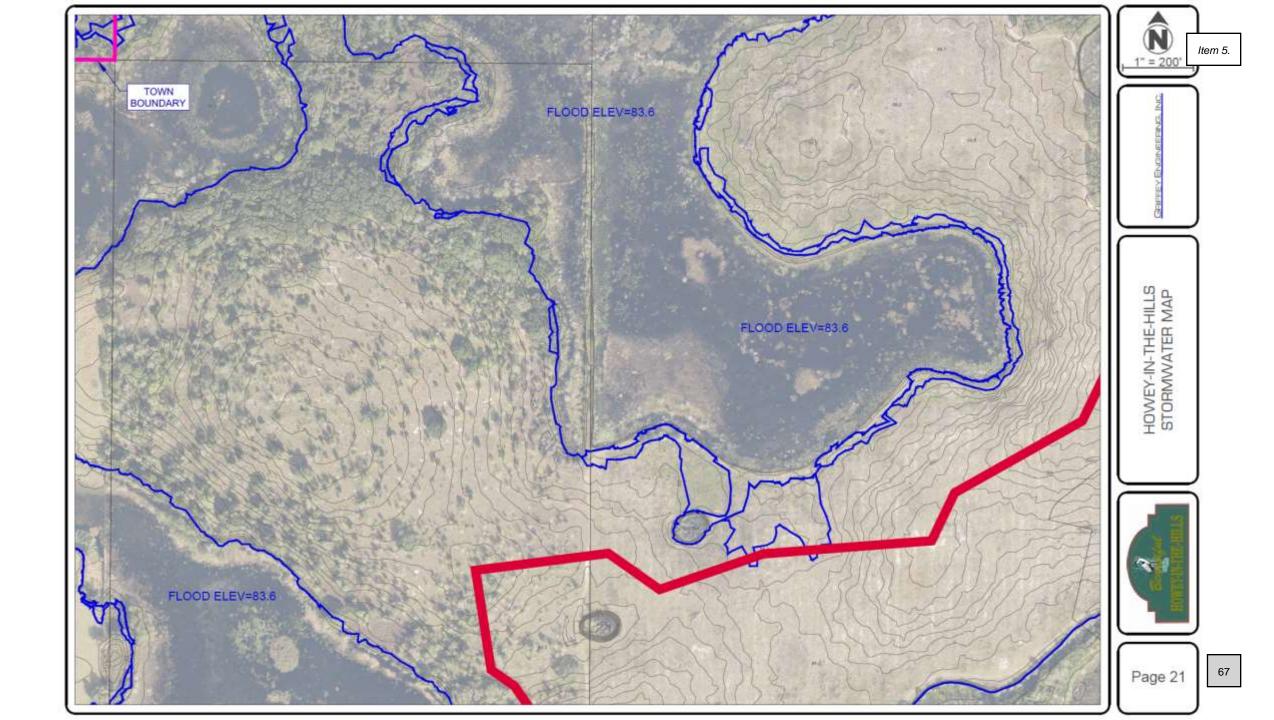


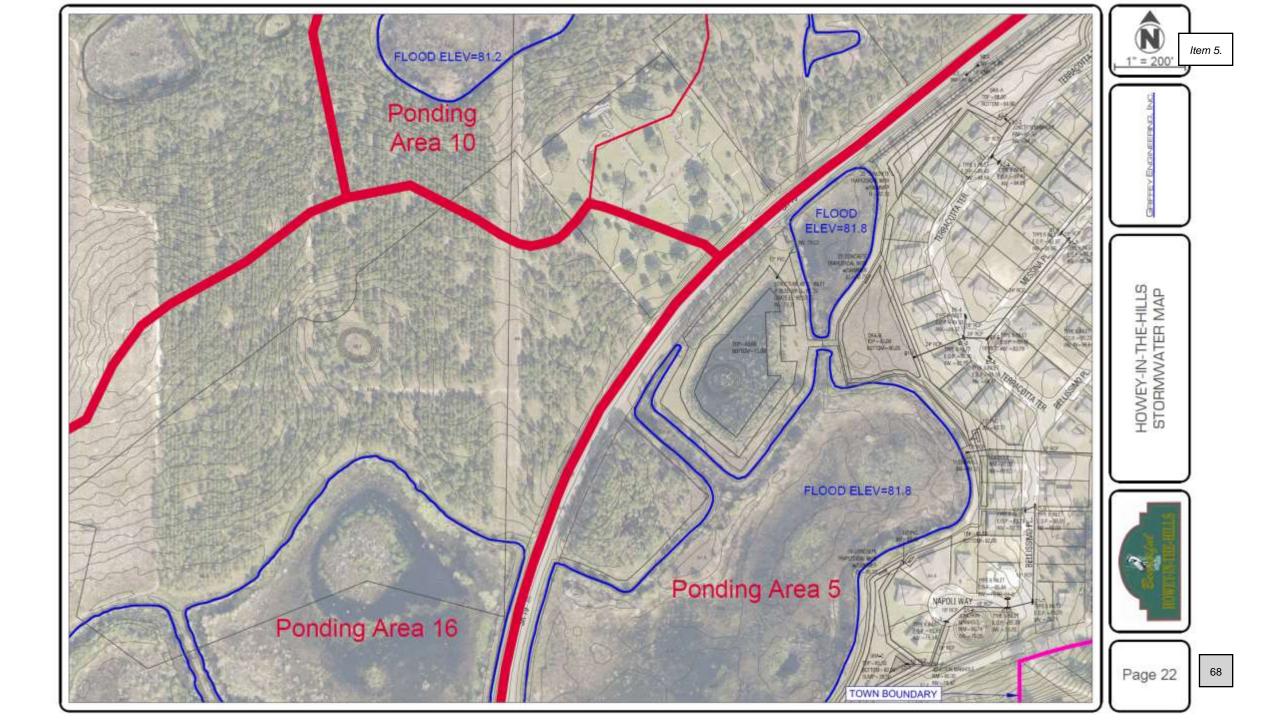


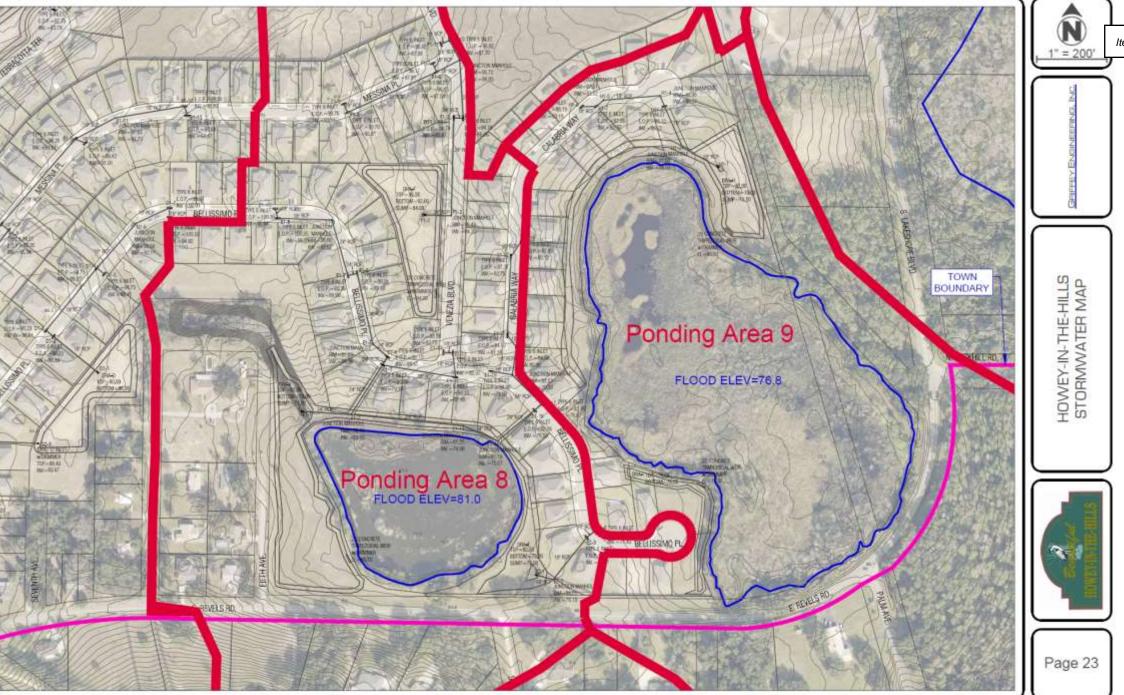




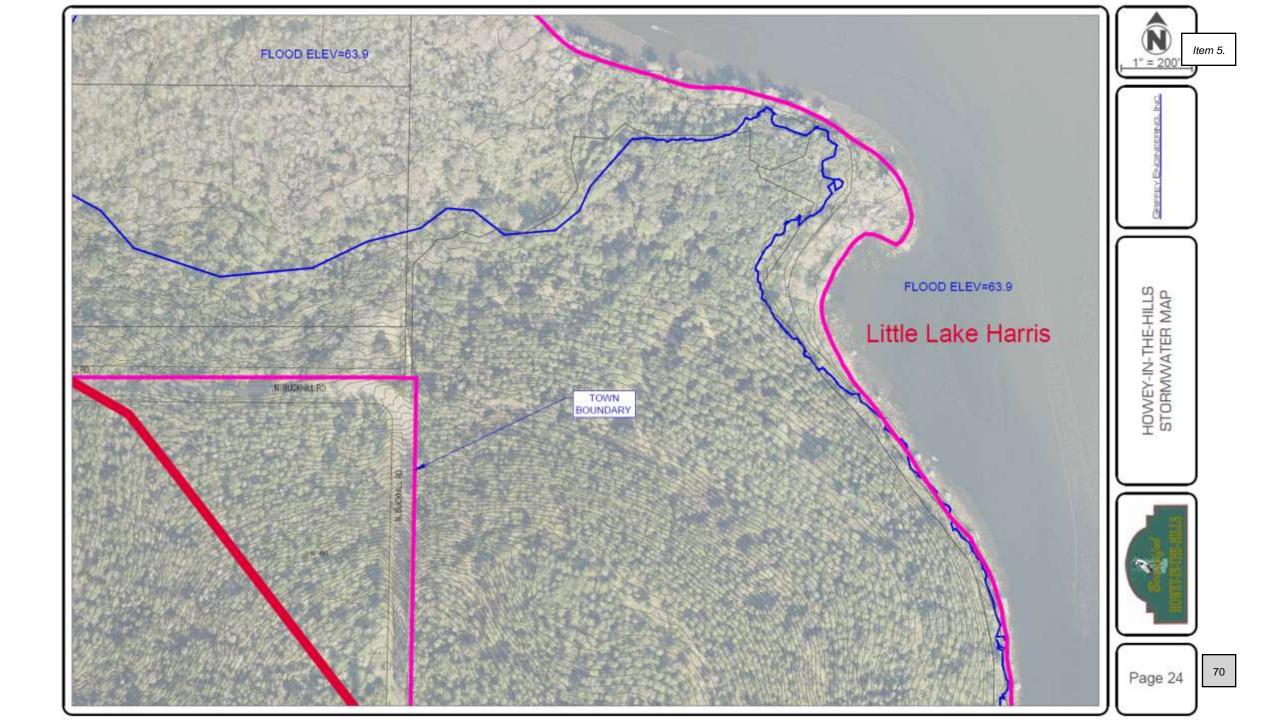


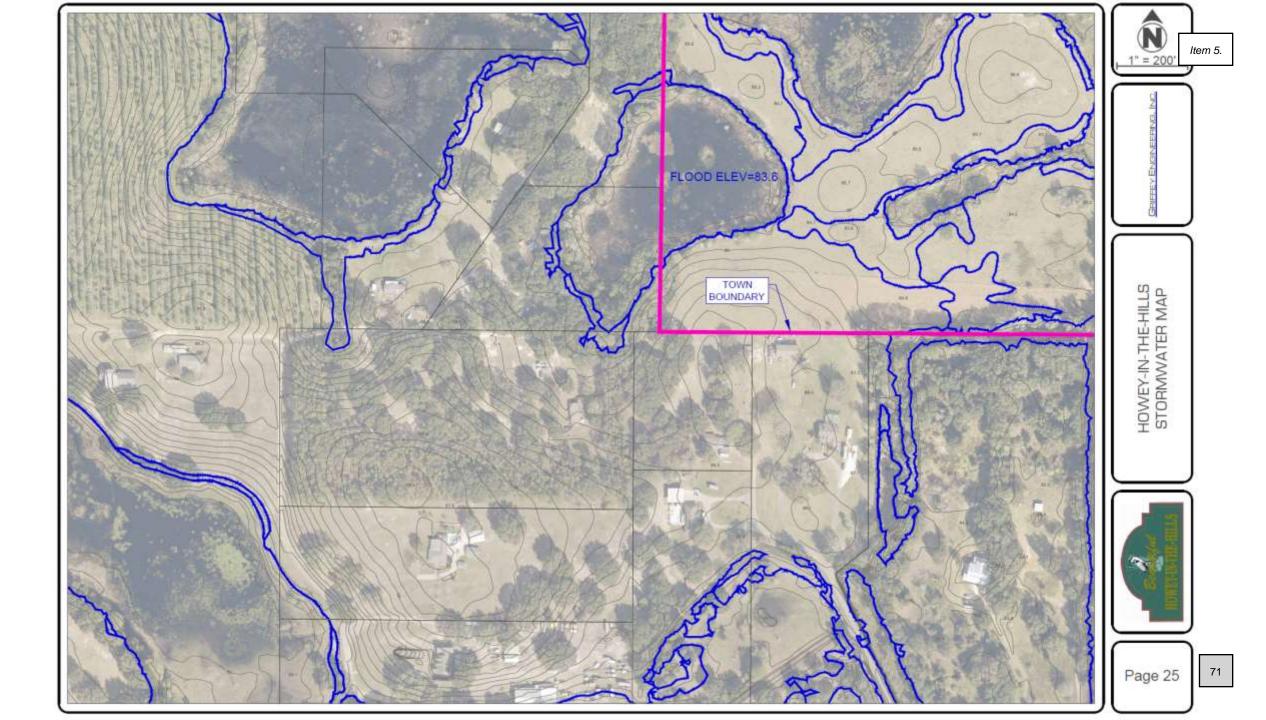


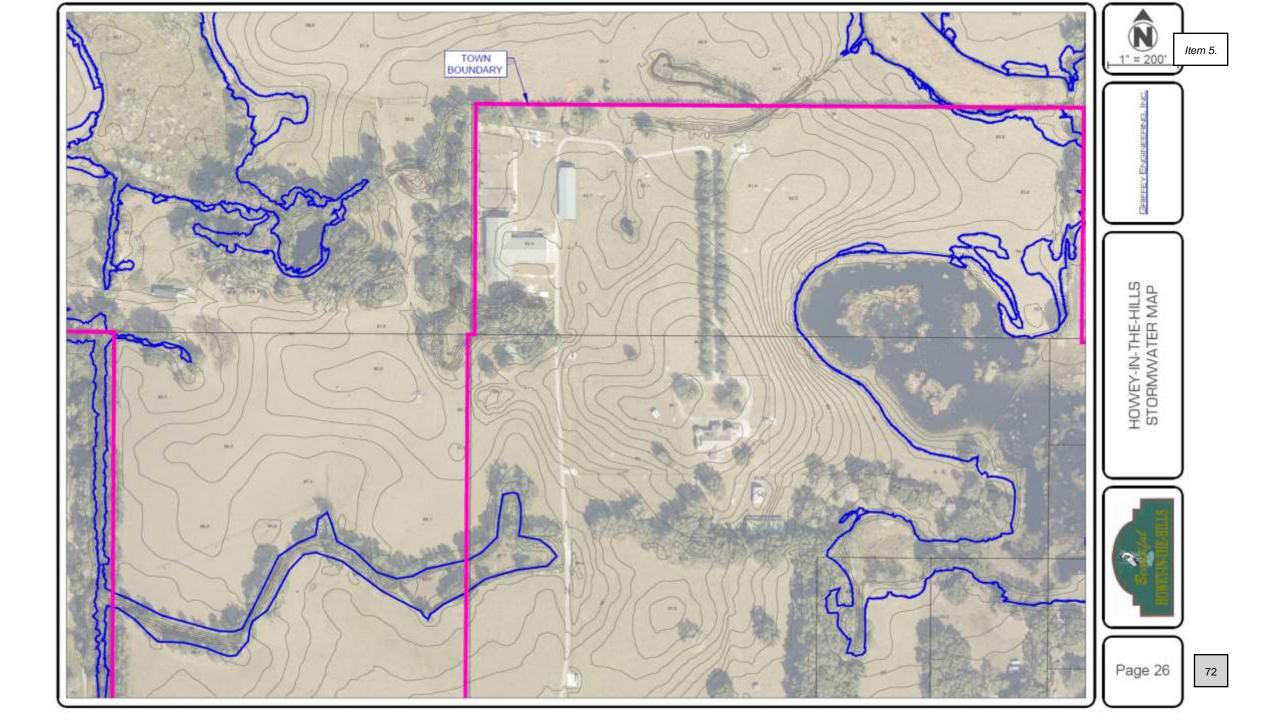


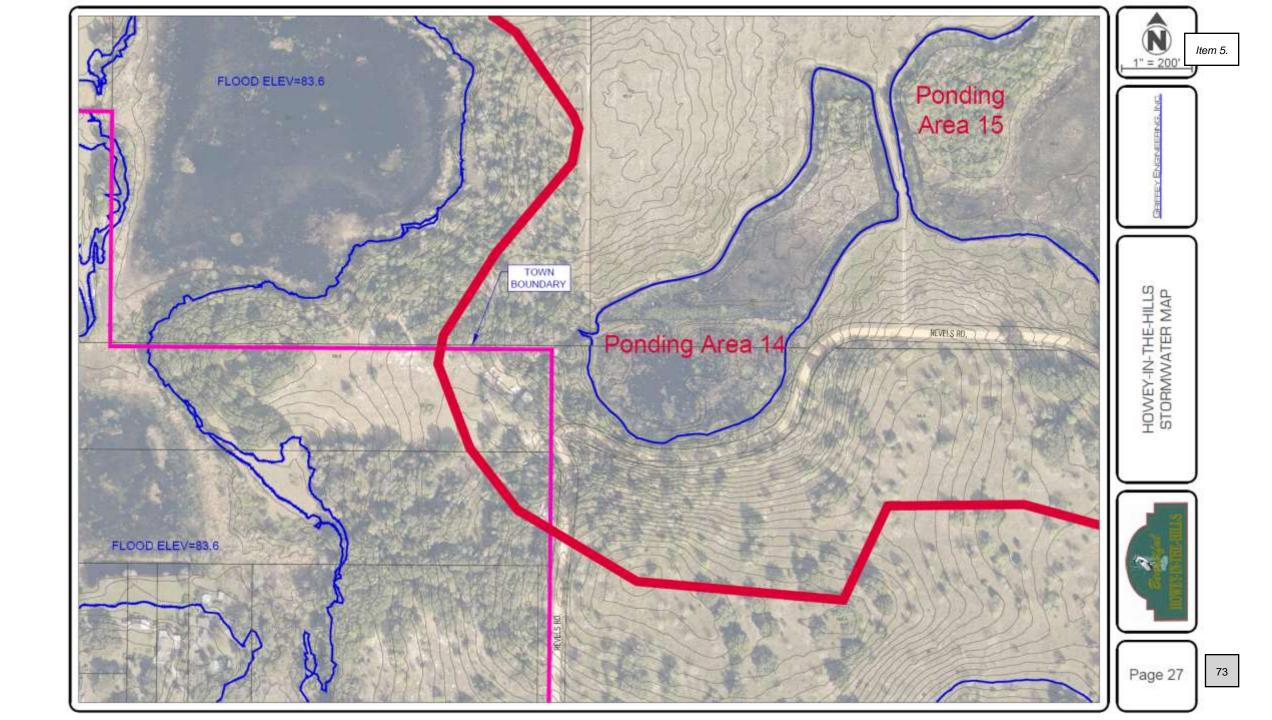


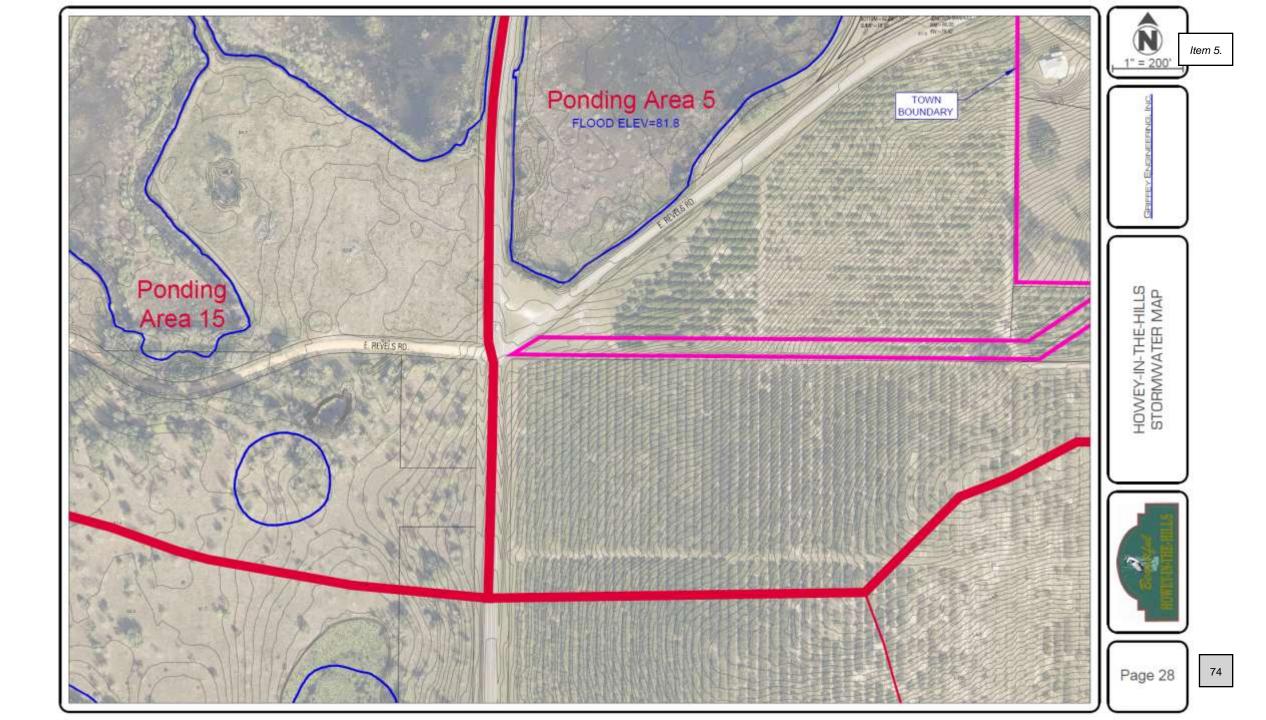
Item 5.

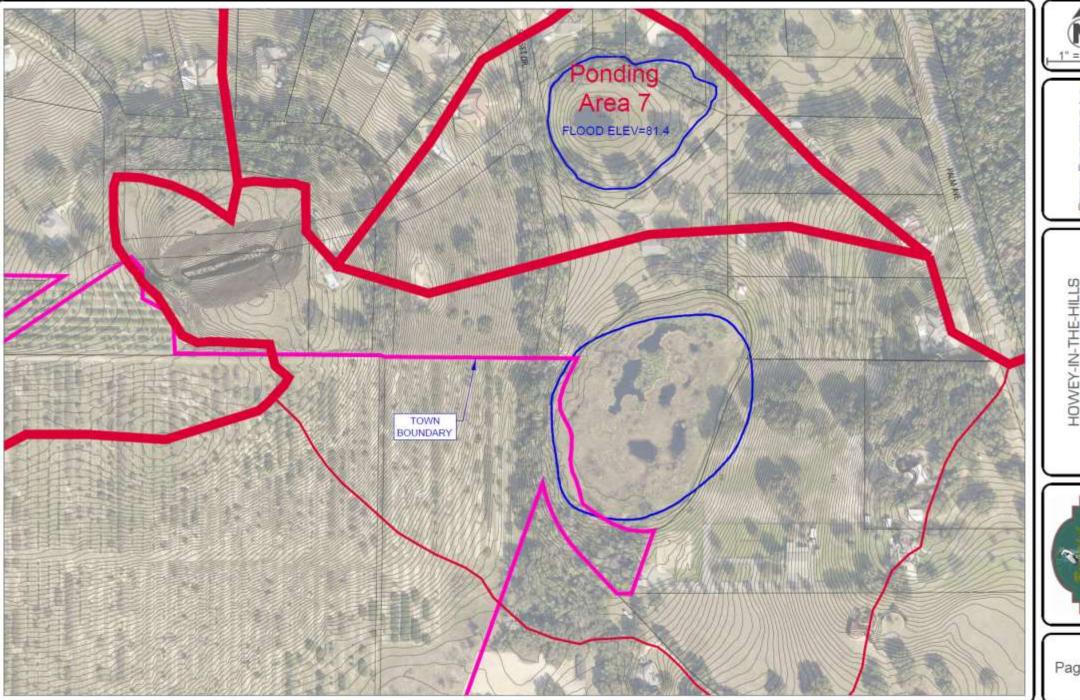








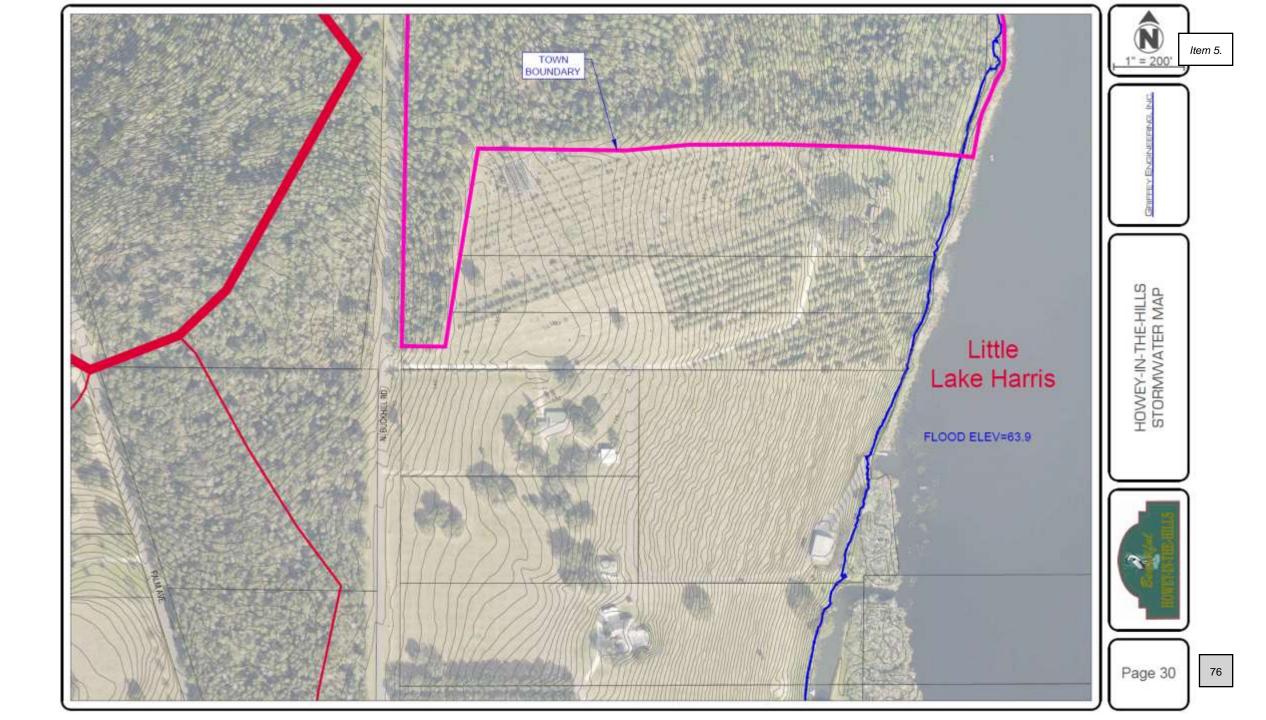


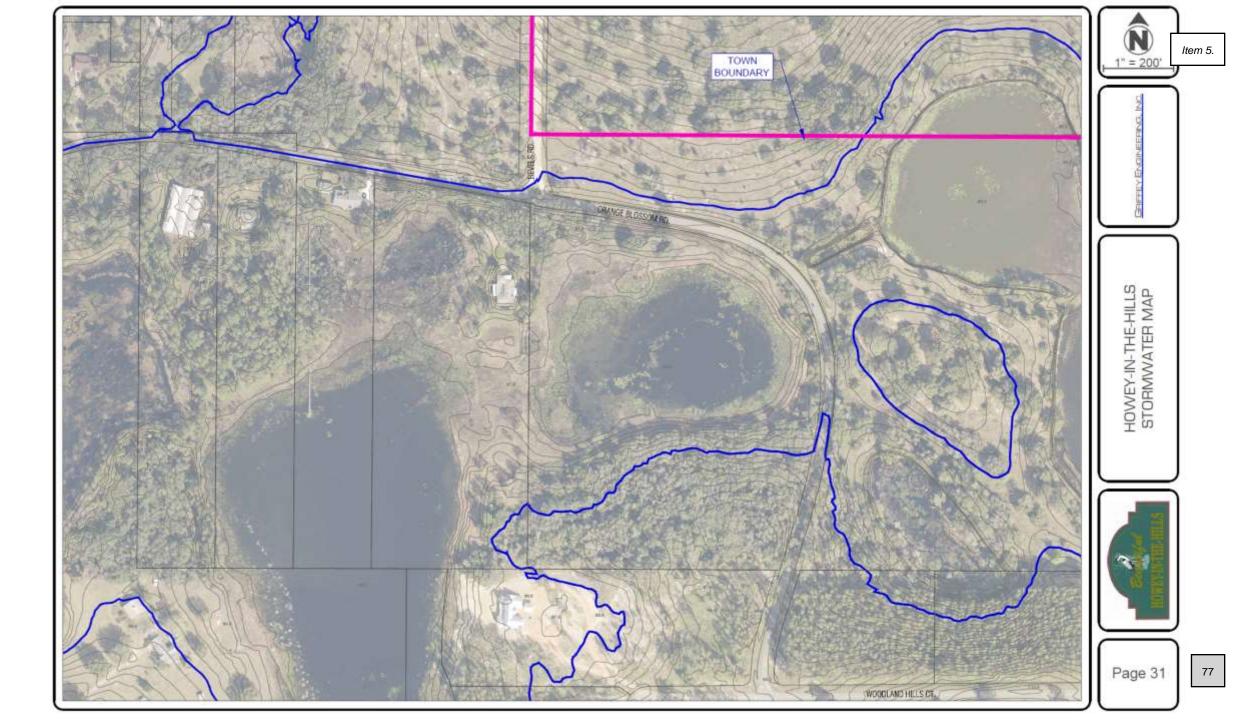


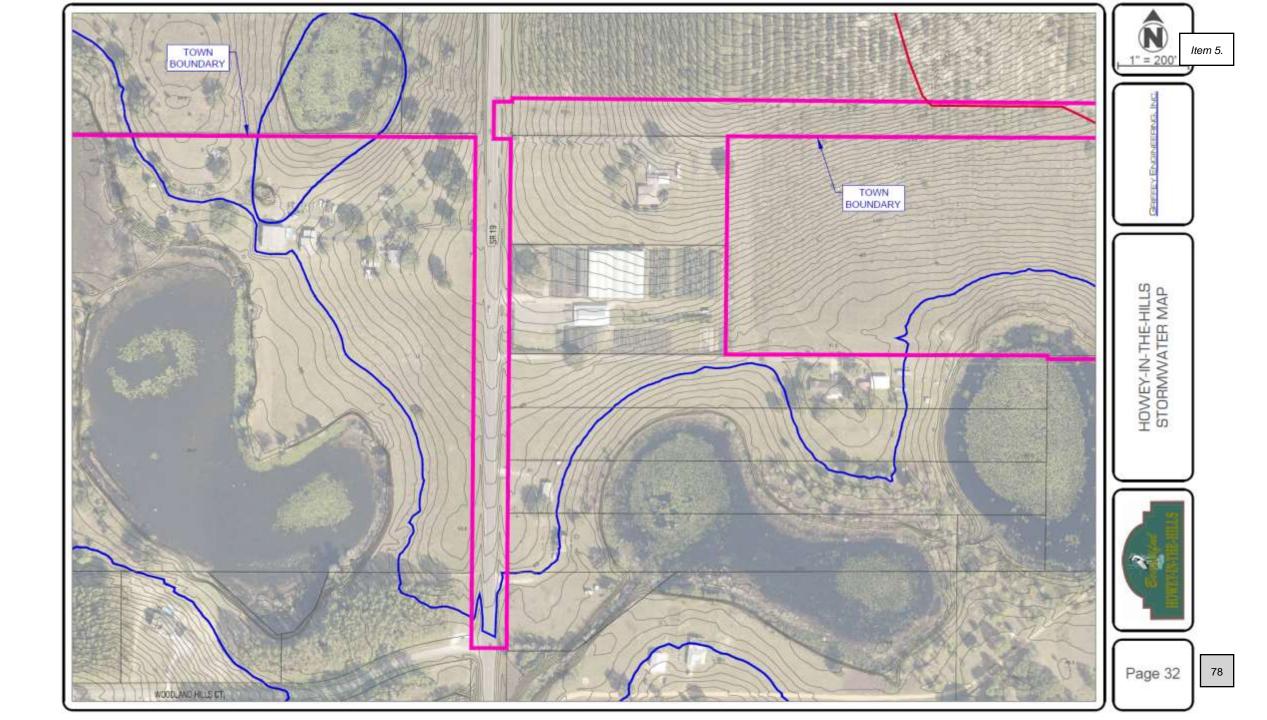
PFEY ENGINEERING, IN

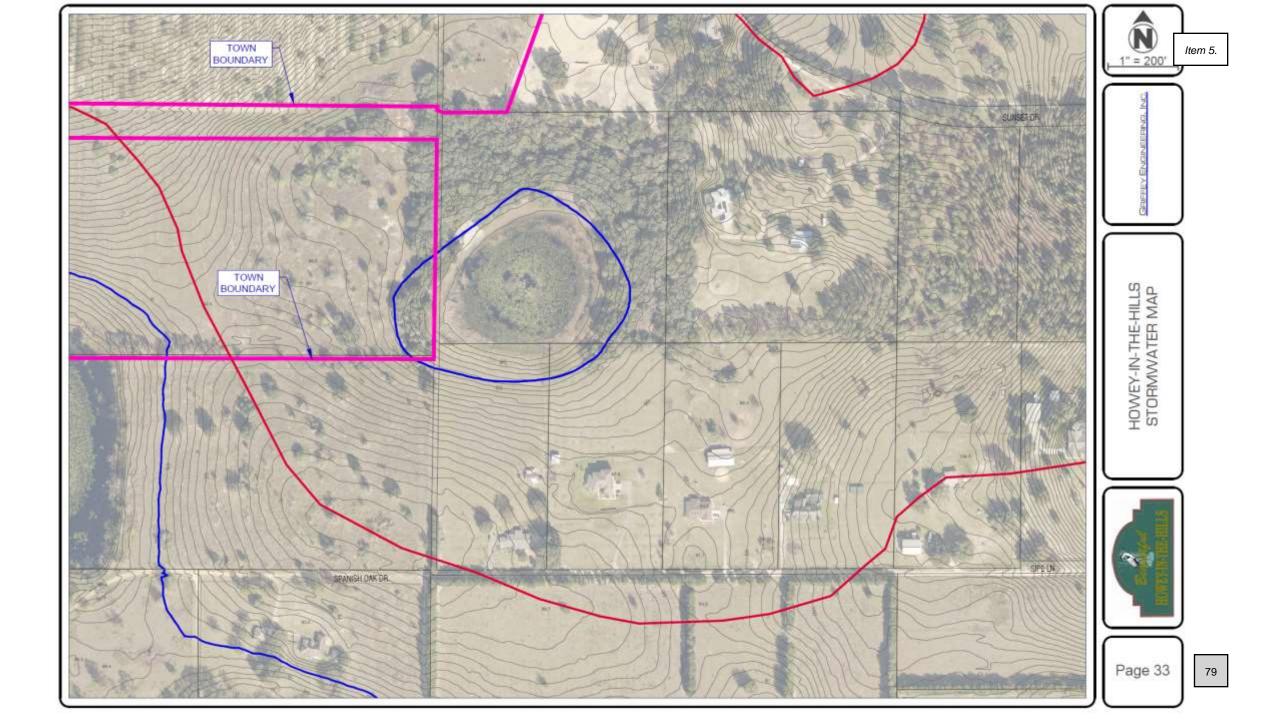
HOWEY-IN-THE-HILLS STORMWATER MAP

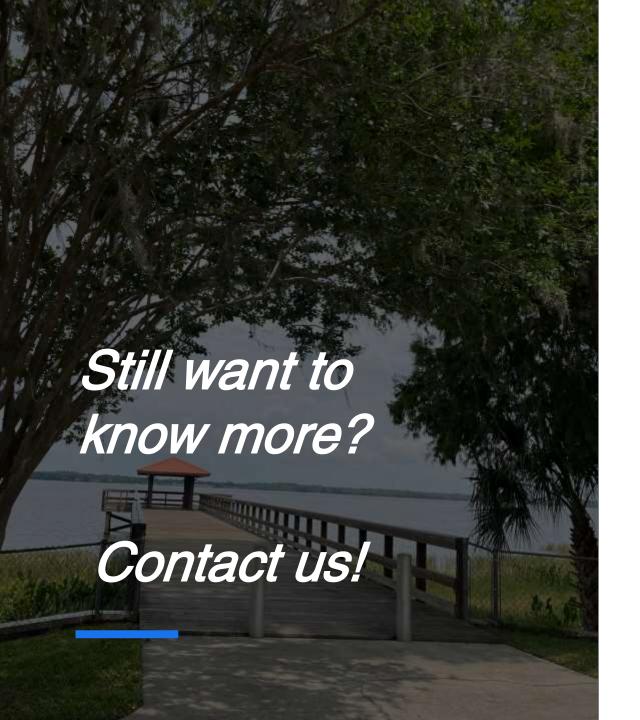














Howey-in-the-Hills Public Works / Stormwater 101 N. Palm Ave,

Howey-in-the-Hills, FL. 34737

352-324-2290 ext. 119

Howey-in-the-Hills Website:

https://www.howey.org/publicservices/page/storm





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. <u>Term of Agreement</u>. The term of this Agreement shall be for the next school year, beginning the 11th day of August 2025 through the last day of school for students in May 2026.
- 2. <u>Compensation</u>. 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 1st day of September 2025 for services rendered beginning August 11,

2025 and continuing on the 1st 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. <u>Scope</u>. 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. <u>Dismissal/Replacement/Absence</u>. 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. <u>Leaves/Coverage</u>. 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. <u>Hours of Assignment</u>. 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. <u>Supervising Authority</u>. 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. <u>Salary and Benefits</u>. 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. <u>Vehicle</u>. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. <u>Threats to School Safety</u>.

- 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. <u>Termination of Agreement</u>. 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 Chief of Police

AGENCY: 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. <u>Entire Agreement</u>. 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 1	BOARD	OF	LAKE	COUNTY
FLORIDA				

	By: Tyler Brandeburg, Chairperson
	Date:
Approved as to form:	Attest:
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 E	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 F	Police-Incentive Pay	\$ 480.00	\$ 720.00	\$ 720.00	\$ 1,920.00
210 F	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 F	Police Retirement Contribution	\$ 15,037.74	\$ 15,850.88	\$ 15,643.45	\$ 46,532.08
230 l	_ife & Health Ins	\$ 16,885.00	\$ 10,445.00	\$ 10,445.00	\$ 37,775.00
240 \	Norkers' Compensation	\$ 1,963.86	\$ 1,963.86	\$ 1,963.86	\$ 5,891.58
340 (Other Contractual Services	\$ -	\$ -	\$ -	\$ -
342 9	Software & Annual Maintenance	\$ -	\$ -	\$ -	\$ -
	Pre Employment Screening	\$ -	\$ -	\$ -	\$ -
400	Travel & Per Diem	\$ -	\$ -	\$ -	\$ -
410	Telephone & Communications	\$ 383.52	\$ 383.52	\$ 383.52	\$ 1,150.56
420 F	Freight/Postage/Shipping	\$ -	\$ -	\$ -	\$ -
430 l	Jtility Services	\$ -	\$ -	\$ -	\$ -
440 F	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
451 I	nsurance	\$ 890.00	\$ 890.00	\$ 890.00	\$ 2,670.00
	R & M - Equipment	\$ -	\$ -	\$ -	\$ -
	R & M - Computer Maint	\$ -	\$ -	\$ -	\$ -
	R & M - Building	\$ -	\$ -	\$ -	\$ -
	R & M - Vehicles	\$ 2,158.80	\$ 2,158.80	\$ 2,158.80	\$ 6,476.40
	Office Supplies	\$ -	\$ -	\$ -	\$ -
520 (Operating Supplies	\$ -	\$ -	\$ -	\$ -
_	Gas & Oil	\$ 3,299.92	\$ 3,299.92	\$ 3,299.92	\$ 9,899.76
	Jniforms	\$ 331.26	\$ 331.26	\$ 331.26	\$ 993.77
	Weapons	\$ -	\$ -	\$ -	\$ -
	Dues, Subscriptions, Licenses	\$ -	\$ -	\$ -	\$ -
	Fraining/Education/Tuition	\$ -	\$ -	\$ -	\$ -
650 (Cap Outlay - Vehicles	\$ -	\$ -	\$ -	\$ -
		\$ 98,787.26	\$ 102,194.02	\$ 100,062.20	\$ 301,043.47

The Use of Howey Police Officers as School Resource Officers

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.

Item 6.

- 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



MEMO

To: Town Council

CC:

From: John Brock, Town Clerk

RE: April 2025 Month-End Town Hall Report

Date: 05/12/2025

Utility Billing:

Top Utility Bill Bad Debt for April 2025

account	last_ payment_ amount	last_ payment_ date	comments	_	past_due _amount	service_address
0285-00	\$310.31	08/02/23	Disconnected for non-payment. Water meter is locked. House is empty. Liened .	\$57.71	\$1,200.98	504 E Mission Lane
0310-00	\$100.00	08/27/24	Disconnected for non-payment. Water meter is locked. Liened.	\$79.28	\$774.04	307 E Orchid Way
0541-00	\$50.00	04/27/25	Partial payments being made. Phone #s on file are not in service. Bank paying \$50 each month. House is empty. Liened.	\$79.28	\$552.38	503 Camino Real Blvd
1130-00	\$125.28	3/5/25	Disconnected for non payment - Property owner was notified of past due balance via email and voice message. House is empty.	\$152.85	\$129.29	240 Messinal PI - Potable
0979-00	\$117.21	3/6/25	Disconnected for non payment -Resident paid the Potable account and is aware the Irrigation will not be turned on until payment is made.	\$122.65	\$113.95	541 Bellissimo PI - Irrigation

Building Permits:

PERMITS	TOTAL Q1	TOTAL Q2	Apr 25	TOTAL Q3
Independent - SFR	0	0	1	1
Bldg Com. (Sign)	1	1	0	0
Building	5	0	2	2
Doors	1	0	0	0
Electrical	8	5	0	0
Fence / Landscaping / Driveway	6	8	3	3
Gas	3	2	0	0
HVAC / Mechanical	7	8	4	4
Plumbing	2	1	0	0
Pool/Decks	5	4	1	1
Re-Roof	15	9	3	3
Screen Enclosure	2	4	1	1
Shed or Workshop	6	1	2	2
Solar	3	0	0	0
Windows	5	3	2	2
Monthly Totals	69	46	19	19
Monthly Permit Amount	\$38,654.05	\$34,549.74	\$46,419.75	\$46,419.75
CO: Venezia Townhome	11	0	0	0
CO:Independent - SFR	0	0	0	0

Activity Log Event Summary (Cumulative Totals)

Howey-in-the-Hills PD (04/01/2025 - 04/30/2025)

<no event="" specified="" type=""></no>	1
Abuse of Disabled Person	1
Animal Complaint	8
Arrest	2
Assist other Agency- Alarms	1
Assist other Agency- Child Services	1
Assist other Agency- Medical Call	2
Assist other Agency- Traffic	13
Be on the look-out- BOLO	6
Burglary - Business	2
Citizen Assist	11
Death Investigation	3
Disturbance	1
Drunk Person	1
Hit and Run Crash	3
Noise Complaint	1
Patrol-Busines	1
Property Check SRO	18
Property Check-Business	92
Property Check-Schools/Govt. Bldg.	85
Property Damage	2
Reckless Driver	5
Security Check Request	6
Solicitor Complaint	2
Suspicious Person	2
Tag - Lost/Stolen	1
Traffic Control	2
Traffic Stop-Civil Citation	49
Traffic Stop-warning	43
Training-	3
VIN Verification	1
Well Being Check	4

Abandoned 911	11
Alarm Activation	2
Anti-Social Behavior	34
Assault & Battery	3
Assist other Agency- Back-up	2
Assist other Agency- In Progress calls	5
Assist other Agency- Other	5
Baker Act-Juvenile	2
Boat Ramp Violation	1
Case Follow-Up	11
Civil Complaint-Legal Advice	7
Disabled Vehicle (DAV)	3
Disturbance - Domestic	1
Golf Cart Registration	4
Juvenile Complaint	1
Patrol	216
Patrol-School	168
Property Check-Boat Ramp	31
Property Check-Residence	18
Property Check-Town Property	156
Public Relations	9
Road Hazard	1
Sick/Injured Person	6
Suspicious Incident	2
Suspicious Vehicle	3
Traffic Complaint	1
Traffic Crash	3
Traffic Stop-Criminal Citation	5
Traffic Watch	59
Trespassing Complaint	1
Warrant	2

Total Number Of Events: 1,146

Date: 05/06/2025 -- Time: 10:32





Town Council Open Monthly Case Report

04/01/2025 - 04/30/2025

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
4/22/2025	205 S LAKESHORE BLVD	Irrigation	Water	Open	
4/17/2025	1101 N LAKESHORE BLVD	Irrigation	Water	Open	
4/8/2025	404 W DUPONT CIR	Tree Permit	Permits	Open	
4/8/2025	406 S FLORIDA AVE	Tree Permit	Permits	Closed	4/8/2025
4/3/2025	0 UNASSIGNED	Irrigation	Water	Open	
4/1/2025	528 AVILA PL	Irrgation	Water	Open	
4/1/2025	500 AVILA PL	Irrigation	Water	Closed	4/25/2025
4/1/2025	620 AVILA PL	Irrigation	Water	Closed	4/2/2025
4/1/2025	240 MESSINA PL	Irrigation	Water	Closed	4/8/2025
4/1/2025	623 AVILA PL	Irrigation	Water	Open	

Total Records: 10 5/6/2025

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Town Council Closed Monthly Case Report

04/01/2025 - 04/30/2025

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	406 S FLORIDA AVE	Tree Permit	Permits	4/8/2025	4/8/2025
Closed	500 AVILA PL	Irrigation	Water	4/1/2025	4/25/2025
Closed	620 AVILA PL	Irrigation	Water	4/1/2025	4/2/2025
Closed	240 MESSINA PL	Irrigation	Water	4/1/2025	4/8/2025
Closed	440 AVILA PL	Irrigation	Water	3/19/2025	4/30/2025
Closed	591 AVILA PL	Irrigation	Water	2/27/2025	4/4/2025
Closed	411 BELLISSIMO PL	Irrigation	Water	2/24/2025	4/4/2025
Closed	323 TERRACOTTA TER	Irrigation	Water	2/24/2025	4/4/2025
Closed	330 TERRACOTTA TER	Irrigation	Water	2/14/2025	4/30/2025
Closed	410 AMOLA WAY	Irrigation	Water	2/14/2025	4/30/2025
Closed	528 AVILA PL	Irrigation	Water	1/31/2025	4/25/2025
Closed	109 E MAGNOLIA AVE	Irrigation	Water	1/29/2025	4/4/2025
Closed	112 E PALMETTO AVE	Irrigation	Water	1/29/2025	4/30/2025
Closed	566 VIA BELLA CT	Irrigation	Water	1/28/2025	4/30/2025
Closed	639 AVILA PL	Irrigation	Water	1/22/2025	4/4/2025
Closed	108 E CEDAR ST	Parking	Parking	1/7/2025	4/2/2025
Closed	BELLISSIMO PL	Overgrowth	Property Maintenance	8/6/2024	4/17/2025
Closed	731 CALABRIA WAY	No Fence Permit	Zoning Chapter 5	1/17/2024	4/17/2025

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Item 9.

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	440 AVILA PL	PERMIT	Zoning Chapter 5	12/14/2023	4/30/2025
Closed	734 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape		8/29/2022	4/15/2025

Total Records: 20 5/6/2025

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Public Utilities April 2025– Monthly Report

Activity	Location/ Address	Notes
Service orders	Throughout town	26 leak-check, reread and meter service orders
Utility locates	Throughout town	78 utility locates
Hydrant flushing	Whole town	Flushed all hydrants for yearly flow and operational testing
Repairs	Well 3	Cl2 booster pump



Public Works

April 2025 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance / Potholes	Throughout Town	Small potholes have been filled on streets throughout Town.
Stormwater/Drainage		
Street Signs		
Sidewalk Maintenance/Repair		
Building Maintenance	Library Library	Installed new door counters Installed new toilet
Grounds Maintenance	Blevins Park Central Park Griffin Park Town Hall Town Hall/Library/PD Library Sara Maude Mason Nature Preserve	Ground Maintenance; Planted new tree Swing set area and Playground area maintenance Swing set area and Playground area maintenance Water Fountain maintenance Landscape maintenance – weeding PW removed weeds from garden beds and trimmed hedges Weekly cleanup maintenance (leaves and litter)
Tree Trimming/Tree Removal/Stump Removal	E. Laurel Orchid Way Island Dr.	Trimmed & thinned out 1 large tree Trimmed and removed hanging and dead limbs Removed 3 large limbs hanging over powerlines Removed several smaller limbs hanging over powerlines Brush cutting/clearing & Tree Trimming
Mowing/Weed Eating	Main Water Plant Well # 3 Lakeshore Blvd Cemetery Blevins Park	Monthly Maintenance mowing, weed eating and edging. Monthly Mowing of Town Right of Way 9 Acre – Town Owned Parcel
Pre-Grade Inspections Landscape/Irrigation Inspections Sidewalk Inspections	In Field Lots	0 – Final Lot Grading Inspection
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	In Field Lots	0 – Lot Grading Plan/Landscape/Irrigation Reviews 0 – Lot Grading Plan Reviews
Pool Inspections	In Field Lots	1 – Pre Grade Inspections 2 – Final Lot Grade Inspections

Additional Updates:

- Sara Maude Mason Nature Preserve Nature Trail and Boardwalk are open to the public:
- Sara Maude Boardwalk construction was completed and the Boardwalk was reopened on March 7th.

Pine Park Update:

- Trees have been removed; new sign has been installed.
- Driveway Installation will be completed by Hills Groves Developer.

LCWA Stormwater Grant Update:

- The Public Works Director is in contact with LCWA for all grant reports and requirements.
- The Town Engineer completed the survey for the Project Site to determine the high-water line, wetland delineation.
- The Town Engineer has completed an update design.
- Stormwater Project RFB will be open October 2024.
- Bid Proposals came in higher than Budgeted Grant.
- Town Staff has applied for additional LCWA Grant Funding.

FDEM Lift Station #1 and Lift Station #2 Bypass Pump Grant Update:

- Grants have been awarded from FDEM/FEMA; Staff is awaiting Grant Agreements.
- FDEM/FEMA Contracts for Lift Station #1 and #2 Bypass Pumps have been approved by Council.
- Staff is applying for CDBG Grant Funding to cover Local Funding (Town Funding) for both Lift Stations.
- Both Lift Station Bypass Pump RFPs have been finished and awaiting legal review, will open soon.

N. Citrus Avenue Update:

- The survey has been completed; the Town has received a signed copy of the survey.
- The Town Engineer has completed the Road Design Plan.
- Town Manager and PS Director are working with residents on right of way and replat.
- The Town Surveyor has started the replat.
- Paqco Paving has been awarded the Road Reconstruction Project: Start Date TBD
- Town Staff have reviewed the replat documents, awaiting signed and sealed copies for legal review.
- Town Staff is awaiting Final Replat with property signature to present to Town Council.
- Paquette Paving company will start laying out the road construction realignment and removing trees in the second week of March
- Town staff awaiting legal review of replat.



Parks and Recreation Board Monthly Report April 2025

At the Parks and Recreation Advisory Board Meeting on April 10th, 2025, the board members reviewed and approved the minutes from their March 13, 2025, meeting. They discussed the current state of several parks, noting minor issues such as debris at the cemetery entrance, an exposed irrigation pipe at Blevins Park, a hole by the boat ramp at Griffin Park, and plants growing through the Sara Maude Mason boardwalk. Public Services Director Morgan Cates reported that emergency repairs had been completed on the boat ramp and that a proposal for repairing broken equipment at Griffin Park was forthcoming.

New business discussions focused on strategic planning for downtown improvements, particularly addressing sewer hookups on Central Avenue. The board and the Public Services Director also discussed plans to pursue grants for enhancing the boat ramp and Griffin Park, as well as the permitting process required for installing sidewalks to the Finger Piers. There were no public or board comments during the meeting, and it adjourned at 6:32 p.m. with unanimous approval.

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

GENERAL FUND REVENUES

Advanced marker 11100	Account Description	Account	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	YTD %	Annual Budget
1.1.1. 1.1.1	Ad Valorem Taxes	311100	75,000	76,584	1,584	1,580,000	1,584,500	4,500	99%	1,601,518
U.S.T Propinge	U.S.T Electricity	314100	12,525	12,618	93	80,717	101,403	20,686	61%	167,000
CFT - Communications Services Tax 131100 5,696 6,805 1,110 39,742 40,161 41,97 50,061 50,000 50,00	U.S.T Water	314300	6,768	6,349	(418)	43,776	40,134	(3,642)	44%	90,721
Town Burkinser Tax Receign \$13100 \$188 \$0 \$1330 \$1,000 \$2,270 \$1,700 \$1,000	U.S.T Propane	314800	208	99	(109)	1,250	610	(640)	24%	2,500
Mamine Reck Mamine Mamin	CST - Communications Services Tax	315100	5,696	6,805	1,110	39,742	40,161	419	59%	68,348
Development Fees Pat to Trown 322201 0 0 0 0 0 0 0 0 0	Town Business Tax Receipt	321100	183	50	(133)	1,100	2,270	1,170	103%	2,200
Variance Res 322202 700 0 (700) 2,800 400 2,800 5% 8,000 Bullding Permit Technology Fee 322309 0 955 955 0 3,338 3,338 10 0 Franchise Fee Fee Electric 323100 8,388 8,737 (11) (6,009) 7,438 13,080 54,0 13,000 Franchise Fee S- Sprint Towor Lease 322400 4,177 300 10 2,000 2,000 1	Admin Fee (Town - 100%)	322102	0	955	955	0	3,238	3,238		0
Tompson Grove Development Fee 32218	Developer Fees Pd to Town	322201	0	0	0	7,000	7,000	0	6%	117,500
Tompson Grove Development Fee 32218	Variance Fees	322202	700	0	(700)	2,800	400	(2,400)	5%	8,000
Bulleting Permit Technology ree 32230 8.38 8.79 74 64,000 74,990 10,800 74,900 10,800 10,	Thompson Grove Development Fees	322218	0	0	0	0	400			0
Franchise Fee - Sprint Tower Lesse 323200	·	322309	0	955	955	0	3,238	3,238		0
Franchise Fee - Sprint Tower Lease 323200	Franchise Fee - Electric	323100	8,838	8,797	(41)	64,009	74,989	10,980	54%	139,000
Franchise Fee - Solid Waste 323700 12 2000 58 88 59 96 55% 5000 Cemetery Fees-Permits 329500 0 0 0 0 0 0 50 555 505 110% 500	Franchise Fee - Sprint Tower Lease	323202	3,420	3,386			20.316	(205)	50%	41.042
Franchise Fee - Solid Waster Permits 325900 0 142	•									
Center Fees-Permits 31950 0 0 0 50 505 5155 510% 50 Warianne Beck Ulbrany, E-Bate 31250 0 5,000 5,000 5,000 53,000 53,000 65,000 7175 72,000 State Grant - Public Safety 334200 0 5,000 5,000 53,000 53,600 65,000 7175 72,000 State Revenue Sharing Proceeds 335150 0 0 0 51,75 51,740 104 12,10 53,410 104 51,740 60 104 1,41 55,50 104 10,4 1,41 55,50 104 1,41 55,50 51,610 104 1,41 55,50 104 1,41 51,61 104 1,41	Franchise Fee - Solid Waste	323700	142	200			919	69	54%	1,700
Marlame Beck Library, E-Rate 331750 0 0 0 0 0 0 0 0 0										
State Grant - Public Safety 334200 5,000 5,000 7,000 53,990 46,990 771,16 700 State Grant - Fublic Safety 335,125 4,986 3,861 (6,34) 6,673 19,720 7,753 374 53,475 State Revenue Sharing Proceeds 335,150 0 0 0 1,149 1,479 0 1,524 3,547 StS- Ackoholic Beeverage Ucense 335,100 0 0 1,149 1,149 93 424 12,068 Libra y Interlocal Agreement 33710 4,530 4,530 (0) 7,178 35,981 8,803 664 24,354 Ubrary Expansion Impact Fees Funds 33770 4,530 4,500 (0) 71,14 250 0 250 0 25,00 10 25,00 10 25,00 10 25,00 10 25,00 10 25,00 10 10 25,00 10 25,00 10 10 10 10 25,00 10 10	•		0	0	0					
State Grant- Other Physical Environment 334390 0 0 30,000 30,46 52,4 25,7 12,106 State Revenues Bharing Proceeds 335150 4,96 3,861 (634) 26,973 19,720 (7,253) 33,745 10,416 1,475 50 104 11,419 1,479 60 10,416 11,419 1,479 60 10,414 1,479 60 10,414 1,419 <td< td=""><td>••</td><td></td><td>0</td><td>5.000</td><td>5.000</td><td>7.000</td><td></td><td>,</td><td>771%</td><td></td></td<>	••		0	5.000	5.000	7.000		,	771%	
State Reverue Sharing Proceeds 33115 4,96 3,861 (634) 26,978 19,20 (7,23) 37% 53,947 585- Schooline Gewerape (Leens 33150 0 0 0 1,419 1,479 60 0.05 51,56 0.93 24% 123,053 1248 233,053 1248 233,053 1248 233,053 1248 233,053 1248 233,053 1248 233,053 1248 233,053 1248 123,053 123,053 1248 123,053 1248 123,053 1248 123,053 1248 123,053 1248 123,053 1248 123,053 123,	•			•		•		,		•
SRS- Alcholic Bewerage Licenee	•		4.496	3.861	(634)	•				•
SRS- Local Govt. 1/2 Cent Sales Tax 335180 0 0 51,276 \$1,369 93 42% \$1,369 8 20,308 20 20,75 1 0 0 20,75 1 0										•
Labe County Water Authority Grant - Stormwater 337110 4,530 4,530 6,00 27,178 35,981 8,803 666 54,354 1	<u> </u>			-	-	•				
Library Interlocal Agreement 337710 4,530 4,530 6,00 27,718 35,981 8,803 66% 54,354 12 12 12 12 12 12 12 1			0	0						
Library Expansion - Impact Fees Funds	•			-			-			,
Lake County Business's Racecipt 338200 41 0 (41) 250 0 (250) 0% 500 Interest from Tax Collector 338900 0	, ,		•	•		•		•		
Interest from Tax Collector 338900 <				-			-			
Public Record Requests 341901 25 0 (25) 150 0 (150) 0% 300 100 (200) 17% 600 Smoker Rental - non refundable 341920 417 350 (67) 2,500 2,240 (200) 17% 600 School Resource Officer Services 341920 0 0 0 100,000 100,800 11,865 6,865 99% 201,434 Sanitation Revenue 343500 31,352 32,159 807 188,112 190,227 2,114 31% 4,000 Sanitation Revenue 343930 333 700 367 2,000 2,835 835 71% 4,000 Golf Cart Permits 343930 83 75 (8) 500 225 (275) 23% 1,000 Miscallaneous Sales 343930 343990 75 0 0 0 0 0 0 0 0 0 0 0 0 0 0	·				• •		-			
Smoker Rental - non refundable 34193 50 100 50 300 100 (200) (200) 478 600 Licin Search Charges 34290 417 350 (67) 2,500 2,500 2,600 45% 5,000 School Resource Officer Services 34290 0 0 0 100,000 110,856 6,865 99 12,000 Sanitation Revenue 34350 31,352 32,159 807 18,112 190,227 2,114 51% 62,225 Boat Ramp Decals 34390 333 700 367 2,000 2,835 835 71% 4,000 Golf Cart Permits 34390 333 700 367 2,000 2,835 835 71% 4,000 Golf Cart Permits 34390 333 700 67 450 0 450 0 450 0 450 0 658 150 0 75 0 0 0 0 0 <t< td=""><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td></t<>				-			-			
Len Search Charges 341920 417 350 (67) 2,500 2,240 (260) 45% 5,000 School Resource Officer Services 342910 0 0 0 100,000 201,000 201,000 201,000 201,000 203,000 <td>•</td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td>-</td> <td>• •</td> <td></td> <td></td>	•			-			-	• •		
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Outside Security Services 342960 0 0 5,000 11,865 6,865 99% 12,000 Sanitation Revenue 34350 31,352 32,159 807 188,112 190,227 2,11 51% 376,225 Boat Ramp Decals 343920 333 700 367 2,000 2,835 835 75 400 Golf Cart Permits 343930 83 75 (8) 500 225 (275) 23% 1,000 Miscellaneous Sales 343930 83 75 (8) 500 225 (275) 23% 1,000 Miscellaneous Sales 344990 0	-									•
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Boat Ramp Decals 343920 333 700 367 2,000 2,835 835 71% 4,000 Golf Carl Permits 343930 83 75 (8) 500 225 (275) 23% 1,000 Miscellaneous Sales 343999 75 0 (75) 450 0	•			-	-			•		,
Colf Cart Permits 34393 34393 375 (8) 500 225 (275) 23% 1,000 1,			•	•		•		,		•
Miscellaneous Sales 343999 75 0 (75) 450 0 (450) 0% 900 State Reimbursement, Street Lighting 344990 3,675 3,275 869% 400 0 0 3,475 3,275 869% 400 0 0 3,575 2,500 0	•									,
State Reimbursement, Street Lighting 344990 0 0 0 0 0 0 6,688 Library copies/Faxes 347101 83 132 48 500 321 (179) 32% 1,000 Service Charge - Special Events 347400 33 2,990 2,957 200 3,475 3,275 869 400 Court Fines & Forfeits 351100 833 638 (196) 5,000 3,259 (1,741) 33% 10,000 Library - Fines 351100 67 14 (53) 400 399 (1,101) 35% 800 Interest Earnings 361100 2,185 3,303 1,118 13,108 14,703 1,595 56% 26,216 Pd Vest Grant 363400 0 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>• •</td> <td></td> <td>•</td>								• •		•
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Service Charge - Special Events 347400 33 2,990 2,957 200 3,475 869% 400 Court Fines & Forfeits 351100 833 638 (196) 5,000 3,259 (1,741) 33% 10,000 Library - Fines 352100 67 14 (53) 400 399 (1) 50% 800 Interest Earnings 361100 2,185 3,303 1,118 13,108 14,703 1,595 56% 26,216 Pd Vest Grant 363400 0 </td <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>•</td>				-						•
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Interest Earnings 361100 2,185 3,303 1,118 13,108 14,703 1,595 56% 26,216 Pd Vest Grant 363400 0 0 0 0 0 0 0 0 2,500 Sale - Cemetery Lots 364100 0 0 0 1,000 6,660 5,660 666% 1,000 Donation Historic Board 366930 42 0 (42) 250 730 480 146% 500 Donations - Special Events 369300 1,000 3,750 2,750 6,000 5,820 (180) 49% 12,000 SETTLEMENTS 369900 0										,
Pd Vest Grant 363400 0 0 0 0 0 0 0,00 2,500 Sale - Cemetery Lots 364100 0 0 0 1,000 6,660 5,660 666% 1,000 Donation Historic Board 366930 42 0 (42) 250 730 480 146% 500 Donations - Special Events 366990 1,000 3,750 2,750 6,000 5,820 (180) 49% 12,000 SETTLEMENTS 369300 0	•									
Sale - Cemetery Lots 364100 0 0 1,000 6,660 5,660 666% 1,000 Donation Historic Board 366930 42 0 (42) 250 730 480 146% 500 Donations - Special Events 366900 1,000 3,750 2,750 6,000 5,820 (180) 49% 12,000 SETTLEMENTS 369300 0	<u> </u>		•	•		•		•		
Donation Historic Board 366930 42 0 (42) 250 730 480 146% 500 Donations - Special Events 366990 1,000 3,750 2,750 6,000 5,820 (180) 49% 12,000 SETILEMENTS 369300 0 <td></td> <td></td> <td>0</td> <td>0</td> <td></td> <td></td> <td>6.660</td> <td></td> <td></td> <td></td>			0	0			6.660			
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SETTLEMENTS 369300 0 0 0 0 0 0 0 0 0 500 500 500 500 500 500 500 500 500 1,330 1,330 1,330 1,330 0 0 0 0 0 1,266 1,116 422% 300 0 <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>				-						
Miscellaneous Revenue 36990 0 0 0 1,330 1,330 0 Police Fees Collected 36991 25 10 (15) 150 1,266 1,116 422% 300 Due From Other Funds 381131 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 110,076 Use Of Fund Balance 389900 0	•			•	•					
Police Fees Collected 369910 25 10 (15) 150 1,266 1,116 422% 300 Due From Other Funds 381131 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 110,076 Use Of Fund Balance 389900 0 0 0 0 0 0 0 0 0 0 110,076				•			-		U/0	
Due From Other Funds 381131 0 <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td>422%</td> <td>-</td>				-					422%	-
Use Of Fund Balance 389900 0 0 0 0 0 0 0% 110,076								•		
<u> </u>			•	•	ŭ	•	•	-		,
		383300								

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

5/7/2025

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

Item 15.

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

GENERAL FUND EXPENDITURE SUMMARY		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Var %	Annual Budget
Legislative	511000	3,676	1,823	1,853	18,759	16,697	2,062	49%	34,339
Executive	512000	3,476	2,702	774	22,088	20,412	1,676	47%	43,232
Financial And Administrative	513000	54,267	46,975	7,292	221,108	195,061	26,047	49%	397,933
Legal Counsel	514000	26,083	7,335	18,749	156,500	68,692	87,808	22%	313,000
Comprehensive Planning	515000	7,900	7,813	88	62,067	50,301	11,765	39%	130,000
Public Works	519000	19,139	4,762	14,376	120,112	85,771	34,341	37%	233,566
Law Enforcement	521000	119,018	97,243	21,775	711,274	692,859	18,416	54%	1,275,431
Other Public Safety-Code Enforcement	529000	6,677	5,818	860	40,771	37,139	3,632	46%	80,956
Garbage/Solid Waste Control Services	534000	28,000	27,944	56	163,105	163,642	(537)	50%	324,253
Stormwater Maintenance	538000	0	0	0	0	0	0	0%	259,250
Other Physical Environment-Cemetery	539000	218	126	92	904	666	238	27%	2,430
Library	571000	15,802	10,937	4,866	101,428	83,936	17,492	43%	192,976
Parks & Recreation	572000	5,458	214	5,244	32,750	18,072	14,678	28%	65,500
Historical Preservation	573000	2,005	0	2,005	11,280	250	11,030	1%	25,753
Special Events	574000	2,792	0	2,792	25,958	21,113	4,845	63%	33,500
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	0%	270,248
Total General Fund Expenditure		294,512	213,692	80,820	1,688,106	1,454,611	233,495	40%	3,682,367
		-	-	-	-	-	0.00		

(38,981)

975,909.45

Current Increase (Decrease) to Reserves:

BANK BALANCES

						YTD		
Bank Balances- Per Balance Sheet		Opening Balance	Debit/Credit	Closing Balance	Opening Balance	Debit/Credit	Closing Balance	
General Fund	1	1,545,944	103,387	1,649,331	557,603	1,091,728	1,649,331	196%
Police Advanced Training Fund	120	2,125	134	2,259	1,548	711	2,259	46%
Automation/Telecommunication Fund	125	62	0	62	62	0	62	0%
Special Law Enforcement Trust Fund	126	2,434	0	2,434	2,434	0	2,434	0%
Tree Fund	130	1,815	0	1,815	1,815	0	1,815	0%
Water Impact Fee Fund	140	387,153	(52,958)	334,195	347,161	(12,966)	334,195	-4%
Parks & Rec Impact Fee Fund	141	(154,290)	0	(154,290)	(27,275)	(127,015)	(154,290)	466%
Police Impact Fee Fund	142	279,994	489	280,482	277,454	3,028	280,482	1%
Infrastructure Fund	150	499,836	22,429	522,265	386,377	135,888	522,265	35%
Transportation Fund	152	(18,512)	8,293	(10,219)	0	(10,219)	(10,219)	
Building Services Fund	155	423,005	2,871	425,876	433,134	(7,257)	425,876	-2%
Water Fund	401	570,602	(5,000)	565,602	860,414	(294,812)	565,602	-34%
Wastewater Fund	402	62,811	25,035	87,845	50,000	37,845	87,845	76%
Stormwater Fund	405	11,896	0	11,896	11,896	0	11,896	0%
Cash in Drawer		300	0	300	300	0	300	0%
*Total Amount in Money Market Account (These funds are included)	ded in the amounts above)	2.543.938	7.862	2.551.800	2.159.258	392.542	2.551.800	18%

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

GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT

Legislative	511000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budge
Executive Salaries	110	1,350	1,350	0	7,996	7,700	296	16,200
Fica	210	84	84	0	497	477	19	1,004
Medicare	211	20	20	0	118	112	6	235
Software & Annual Maintenance	342	124	116	8	705	696	10	1,325
Codification	347	0	0	0	0	1,100	(1,100)	. 0
Travel & Per Diem	400	800	100	700	1,800	2,304	(504)	1,000
Telephone & Communications	410	177	154	23	1,093	1,020	73	2,200
Website	415	371	0	371	2,225	0	2,225	4,450
Printing - General	470	0	0	0	125	177	(52)	125
Employee Appreciation	493	200	0	200	1,150	919	231	2,500
Dues, Subscriptions, Licenses	540	200	0	200	1,400	1,142	258	1,800
Training/Education/Tuition	550	150	0	150	1,050	900	150	1,500
Contributions/Donations	820	200	0	200	600	150	450	2,000
Total Legislative Expenditures	820	3,676	1,823	1,853	18,759	16,697	2,062	49% 34,339
Total Legislative Experiultures		3,070	1,023	1,033	10,733	10,037	2,062	45% 34,339
Executive	512000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budge
Executive Salaries	110	1,895	1,825	70	12,318	12,303	15	24,636
Fica	210	1,893	1,823	11	764	719	45	1,527
Medicare	210	30	25	5	180	168	12	357
ICMA Retirement Contribution	225	182	182	(0)	1,184	1,139	45	2,372
Life & Health Ins.	230	492	454	38	2,952	2,602	350	2,372 5,901
Workers' Compensation	240	120	111 0	9	350	333	17	739
Travel & Per Diem	400	266	-	266	1,866	1,575	291	3,200
Dues, Subscription, Licenses	540	191	0	191	1,791	1,572	219	2,300
Training/Education/Tuition	550	183	0	183	683	0	683	2,200
Total Executive Expenditures		3,476	2,702	774	22,088	20,412	1,676	47% 43,232
Financial And Administrative	513000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budge
Executive Salaries	110	1,675	1,675	(0)	10,888	10,605	284	21,777
Salaries	120	6,177	5,546	631	40,150	34,667	5,483	80,300
			3,546 0	48				521
Overtime Wages	140	48			268	27	241	
Fica	210	489	440 103	49 11	3,179	2,764	415	6,361 1,488
Medicare	211	114			742	646	96	•
ICMA Retirement Contribution	225	730	684	46	4,745	4,221	524	9,493
Life & Health Ins.	230	1,239	1,146	93	7,434	6,429	1,005	14,867
Workers' Compensation	240	400	396	4	1,246	1,187	59	1,287
Accounting & Auditing	320	0	0	0	0	0	0	38,000
Bank Fees	321	0	147	(147)	600	2,666	(2,066)	600
Other Contractual Services	340	417	400	17	9,335	9,310	25	9,000
Software & Annual Maintenance	342	900	498	402	5,462	5,050	412	19,300
Codification	347	300	0	300	1,200	225	975	5,000
Pre Employment Screening	350	62	0	62	316	0	316	750
Travel & Per Diem	400	641	0	641	3,906	82	3,824	3,800
Telephone & Communications	410	1,033	578	455	5,165	5,056	109	12,400
Website	415	100	0	100	300	0	300	1,000
Freight/Postage/Shipping	420	400	0	400	1,767	1,368	399	2,000
Utility Services	430	500	374	126	2,585	2,458	127	6,000
Rentals & Leases	440	350	329	21	2,085	1,996	89	2,700
Insurance	451	32,422	31,890	533	96,802	95,816	987	129,690
R & M - Equipment	460	20	0	20	60	0	60	200
R & M - Computer Maint	461	500	0	500	1,500	90	1,410	3,000
Printing - General	470	500	0	500	1,500	385	1,116	500
Advertising	492	850	822	28	4,022	3,916	106	8,000
Office Supplies	510	300	0	300	1,466	1,160	306	2,800
Operating Supplies	520	1,800	1,774	26	•	4,102	3,032	2,800 12,000
	520 540		1,774		7,134	4,102 837		1,800
Dues, Subscriptions, Licenses		2,000		1,825	6,350		5,513	
Training/Education/Tuition Total Financial And Administrative Expenditures	550	300 54,267	0 46,975	300 7,292	900 221,108	195,061	900 26,047	3,300 49% 397,933

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

Item 15.

Legal Counsel	514000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	А	nnual Budget
Legal Fees	316	25,000	7,335	17,666	150,000	68,402	81,598		300,000
Legal Fees-Code Enforcement	319	1,083	0	1,083	6,500	289	6,211		13,000
Total Legal Counsel Expenditures		26,083	7,335	18,749	156,500	68,692	87,808	22%	313,000
		·							
Comprehesive Planning	515000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	_A	nnual Budget
Town Engineering	316	7,900	7,813	88	37,067	29,063	8,004		70,000
Town Planning	318	0	0	0	25,000	21,239	3,761		60,000
Total Comprehesive Planning Expenditures		7,900	7,813	88	62,067	50,301	11,765	39%	130,000
Public Works	519000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	_A	nnual Budget
Executive Salaries	110	1,352	1,353	(0)	8,789	8,407	383		17,584
Salaries	120	1,957	1,958	(1)	12,727	13,695	(968)		25,456
Overtime Wages	140	160	0	160	1,405	175	1,230		5,200
Fica	210	420	202	218	2,005	1,355	650		2,991
Medicare	211	54	47	7	345	317	28		699
ICMA Retirement Contribution	225	371	68	303	2,412	481	1,931		4,824
Life & Health Ins.	230	739	739	0	4,434	4,895	(461)		8,868
Workers' Compensation	240	196	192	4	766	576	190		769
Other Contractual Services	340	7,500	133	7,367	45,400	37,965	7,435		90,000
Travel & Per Diem	400	42	0	42	250	169	81		500
Telephone & Communications	410	179	71	109	1,075	859	216		2,150
Utility Services	430	131	0	131	787	611	176		1,575
Rentals & Leases	440	250	0	250	1,292	0	1,292		2,500
R & M - Equipment	460	667	0	667	4,000	0	4,000		8,000
R & M - Computer Maint	461	42	0	42	250	0	250		500
R & M - Building	462	2,667	0	2,667	16,000	968	15,032		32,000
R & M - Vehicles	463	0	0	0	1,000	1,338	(338)		1,000
Office Supplies	510	83	0	83	500	0	500		1,000
Operating Supplies	520	1,375	0	1,375	9,750	8,188	1,562		16,500
Gas & Oil	522	667	0	667	4,900	4,200	700		8,000
Uniforms	523	83	0	83	800	673	127		1,000
Safety Equipment	524	125	0	125	750	650	100		1,500
Dues, Subscriptions, Licenses	540	25	0	25	150	0	150		300
Training/Education/Tuition	550	54	0	54	325	250	75		650
Total Public Services Expenditures		19.139	4.762	14,376	120.112	85.771	34,341	37%	233,566

Item 15.

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

Law Enforcement	521000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Α	nnual Budget
Executive Salaries	110	12,154	12,154	(0)	78,999	78,646	353		158,000
Salaries	120	33,000	32,904	96	203,945	198,113	5,832		404,054
Police - Reserve Salaries	130	1,900	875	1,025	11,463	7,283	4,181		20,455
Events Payroll	131	2,000	2,000	0	11,000	10,913	88		12,000
Overtime Wages	140	12,600	1,223	11,377	49,363	30,118	19,245		47,301
Police - Incentive Pay	150	700	680	20	3,603	3,560	43		6,840
Fica	210	3,300	2,931	369	20,329	19,487	842		39,048
Medicare	211	750	685	65	4,694	4,557	137		9,132
Police Retirement Contribution	220	14,279	13,035	1,245	87,645	86,034	1,611		171,351
Life & Health Ins.	230	12,658	12,845	(187)	81,453	71,594	9,859		157,401
Workers' Compensation	240	5,400	5,401	(1)	21,907	16,202	5,705		21,602
Other Contractual Services	340	269	133	135	1,613	829	784		3,226
Software & Annual Maintenance	342	975	0	975	12,675	12,273	402		11,700
Pre Employment Screening	350	292	0	292	1,750	1,292	458		3,500
Travel & Per Diem	400	375	0	375	2,250	1,030	1,220		4,500
Telephone & Communications	410	2,200	2,124	76	11,367	12,641	(1,274)		22,000
Freight/Postage/Shipping	420	0	0	0	125	72	53		300
Utility Services	430	500	374	126	3,000	2,458	542		6,000
Rentals & Leases	440	500	0	500	34,000	33,432	568		45,100
Insurance	451	2,000	1,980	20	6,461	6,432	29		8,921
R & M - Equipment	460	3,600	3,612	(12)	6,983	6,331	652		5,000
R & M - Computer Maint	461	125	0	125	750	14	736		1,500
R & M - Building	462	208	0	208	1,250	537	713		2,500
R & M - Vehicles	463	2,500	1,209	1,291	15,000	9,711	5,289		30,000
Office Supplies	510	208	0	208	1,250	704	546		2,500
Operating Supplies	520	2,083	0	2,083	12,500	10,705	1,795		25,000
Gas & Oil	522	2,800	2,722	79	16,967	16,500	467		34,000
Uniforms	523	600	357	243	2,683	3,173	(489)		5,000
Weapons	525	417	0	417	2,500	4,019	(1,519)		5,000
Dues, Subscriptions, Licenses	540	125	0	125	750	844	(94)		1,500
Training/Education/Tuition	550	500	0	500	3,000	1,600	1,400		6,000
Cap Outlay - Vehicles	650	0	0	0	0	41,756	(41,756)		0
PD Vest Grant - 09/10	804	0	0	0	0	0	0		5,000
Total Police Expenditures		119,018	97,243	21,775	711,274	692,859	18,416	54%	1,275,431

Other Public Safety-Code Enforcement	529000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budge
Salaries	120	3,696	3,696	0	24,024	23,936	88	48,048
Overtime Wages	140	157	0	157	668	104	564	1,889
Fica	210	238	219	19	1,533	1,432	101	3,096
Medicare	211	56	51	5	360	335	25	724
ICMA Retirement Contribution	225	400	370	30	2,554	2,404	150	4,994
Life & Health Ins.	230	874	875	(1)	5,245	5,220	26	10,494
Workers' Compensation	240	200	199	1	783	596	186	795
Software & Annual Maintenance	342	268	58	210	1,610	348	1,262	3,220
Travel & Per Diem	400	83	0	83	500	530	(30)	1,000
Telephone & Communications	410	124	85	38	741	513	228	1,482
Freight/Postage/Shipping	420	33	0	33	200	200	0	400
Insurance	451	150	145	5	391	435	(43)	579
R & M - Vehicles	463	167	0	167	1,000	219	781	2,000
Printing - General	470	13	0	13	75	0	75	150
Operating Supplies	520	13	0	13	75	5	70	150
Gas & Oil	522	120	120	0	495	508	(13)	900
Uniforms	523	15	0	15	90	0	90	180
Dues, Subscriptions, Licenses	540	9	0	9	53	105	(53)	105
Training/Education/Tuition	550	63	0	63	375	250	125	750
Total Other Public Safety-Code Enforcement Expenditures		6,677	5,818	860	40,771	37,139	3,632	46% 80,956

Garbage/Solid Waste Control Services	534000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining		Annual Budget
Other Contractual Services	340	28,000	27,944	56	163,105	163,642	(537)		324,253
Total Garbage/Solid Waste Control Services Expenditures		28,000	27,944	56	163,105	163,642	(537)	50%	324,253

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

Stormwater Maintenance	538000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nual Budget
Other Contractual Services	340	0	0	0	0	0	0	_	259,250
Total Stormwater Maintenance Expenditures		0	0	0	0	0	0	0%	259,250
Other Physical Environment (Cemetery)	539000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Software & Annual Maintenance	342	93	0	93	279	0	279		930
Utility Services	430	125	126	(1)	625	666	(41)		1,500
Total Other Physical Environment (Cemetery) Expenditures	430	218	126	92	904	666	238	27%	2,430
Library	571000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nual Budget
Executive Salaries	110	4,300	4,308	(8)	27,950	30,442	(2,492)		55,902
Salaries	120	2,440	2,401	39	15,859	15,745	114		31,712
Overtime Wages	140	350	69	281	1,650	869	781		2,000
Fica	210	428	414	14	2,781	2,882	(101)		5,556
Medicare	211	100	97	3	649	674	(25)		1,299
ICMA Retirement Contribution	225	690	247	443	4,483	3,641	842		8,961
Life & Health Ins.	230	1,750	894	856	10,500	5,317	5,183		20,998
Workers' Compensation	240	366	357	9	•	1,070	355		
Other Contractual Services	340	700	667	33	1,426 4,033	4,004	29		1,427 5,000
						•			•
Software & Annual Maintenance	342	115	116	(1)	690	696 0	(6)		1,380
Pre Employment Screening	350	13	0	13	75	•	75		150
Travel & Per Diem	400	42	0	42	250	161	89		500
Telephone & Communications	410	0	89	(89)	3,980	5,065	(1,085)		3,980
Freight/Postage/Shipping	420	8	0	8	97	73	24		100
Utility Services	430	1,000	864	136	6,000	4,939	1,061		12,000
R & M - Computer Maint	461	13	0	13	75	0	75		150
Promotional Activities	480	167	0	167	1,000	482	518		2,000
Employee Appreciation	493	42	0	42	250	0	250		500
Office Supplies	510	83	0	83	500	136	364		1,000
Operating Supplies	520	500	0	500	3,000	1,422	1,578		6,000
Dues, Subscriptions, Licenses	540	29	0	29	175	0	175		350
Training/Education/Tuition	550	75	0	75	450	0	450		900
Cap Outlay - Books & Publications LIBRARY ONLY	660	2,559	414	2,145	15,354	6,318	9,035		30,707
Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY)	662	34	0	34	202	0	202		404
Total Library Expenditures		15,802	10,937	4,866	101,428	83,936	17,492	43%	192,976
Parks And Recreation	572000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Other Contractual Services	340	667	0	667	4,000	1,150	2,850		8,000
Utility Services	430	292	214	77	1,750	1,302	448		3,500
R & M - Equipment	460	4,167	0	4,167	25,000	14,500	10,500		50,000
R & M - Recreation Equip	468	83	0	83	500	0	500		1,000
Operating Supplies	520	250	0	250	1,500	1,120	380		3,000
Total Parks & Recreation Expenditures		5,458	214	5,244	32,750	18,072	14,678	28%	65,500
Historical Preservation	573000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	At	nnual Budget
Telephone & Communications	410	5	0	5	30	0	30		60
Office Supplies	510	83	0	83	500	0	500		1,000
Operating Supplies	520	1,667	0	1,667	10,000	0	10,000		20,000
Other Non Operating Uses Proprietary Funds	950	250	0	250	750	250	500		4,693
Total Historical Preservation Expenditures		2,005	0	2,005	11,280	250	11,030	1%	25,753
0.115									
Special Events	574000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Other Contractual Services	340	1,875	0	1,875	22,725	19,851	2,874		22,500
Special Events	343	917	0	917	3,233	1,262	1,971		11,000
Total Special Events Expenditures		2,792	0	2,792	25,958	21,113	4,845	63%	33,500

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

POLICE ADVANCED TRAINING FUND	120								
Police Advanced Training Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Local Law Enforcement Education	351130	125	134	9	750	711	(39)		1,500
Total Police Advanced Training Fund Revenues		125	134	9	750	711	(39)	47%	1,500
Police Advanced Training Fund Expenditures	521000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Travel & Per Diem	400	75	0	75	225	0	225		250
Training/Education/Tuition	550	75	0	75	225	0	225		250
Other Non Operating Uses Proprietary Funds	950	100	0	100	300	0	300		1,000
Total Police Advanced Training Fund Expenditures		250	0	250	750	0	750	0%	1,500
TREE FUND	130								
Tree Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Code Enforcement Tree Fine	354300	0	0	0	0	0	0		1,000
Total Tree Fund Revenues		0	0	0	0	0	0	0%	1,000
	<u> </u>								
Tree Fund Expenditures	572000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Other Non Operating Uses Proprietary Funds	950	100	0	100	300	0	300		1,000
Total Tree Fund Expenditures		100	0	100	300	0	300	0%	1,000
WATER IMPACT FEE FUND	140								
Water Impact Fee Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Water Impact Fees	322306	0	0	0	0	0	0		15,750
State Grant - Water Supply System	334310	0	0	0	0	86,241	86,241		0
Interest Earnings	361100	1,025	1,042	18	6,148	6,460	312		12,296
Total Water Impact Fee Fund Revenues		1,025	1,042	18	6,148	92,701	86,553	331%	28,046
Water Impact Fee Fund Expenditures	533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Cap Outlay - Equipment	640	0	0	0	0	51,668	(51,668)		0
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0		28,046
Total Water Impact Fee Fund Expenditures		0	0	0	0	51,668	(51,668)	184%	28,046
PARKS & REC IMPACT FEE FUND	141								
	141	Dudost	Actual	Damainina	YTD Budget	YTD Actual	VTD Damaining	A	munal Bundanak
Parks & Rec Impact Fee Fund Revenues Parks & Rec Impact Fees	322303	Budget 0	Actual 0	Remaining 0	11D Budget	11D Actual	YTD Remaining 0	An	nual Budget 5,000
Loan Proceeds	322303 384000	0	0	0	0	0	0		,
		•	0	0	•	0	0		250,000
Use Of Fund Balance Total Parks & Rec Impact Fee Fund Revenues	389900	0	0	0	0	0	0	0%	2,100 257,100
Total Parks & Net Impact Fee Fund Nevendes				<u> </u>	<u> </u>			U%	237,100
Parks & Rec Impact Fee Fund Expenditures		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Δn	nual Budget
Parks Expansion	615	0	38,876	(38,876)	0	172,576	(172,576)	All	n n
Debt Principal/loan	710	0	30,070	(30,570)	0	1,2,3,0	(172,570)		44,800
Interfund Loan Repayments	710	0	0	0	0	0	0		200,000
Debt Interest/loan	720	0	0	0	0	0	0		12,300
Total Parks & Rec Impact Fee Fund Expenditures	720	0	38.876	(38,876)	0	172,576	(172,576)	67%	257,100
				(55)515)	-		(=:=,:::)		
POLICE IMPACT FEE FUND	142								
Police Impact Fee Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Police Impact Fees	322302	0	0	0	0	0	0		5,000
Interest Earnings	361100	480	489	9	2,880	3,028	148		5,760
Total Police Impact Fee Fund Revenues		480	489	9	2,880	3,028	148	28%	10,760
<u> </u>			-		,				
Police Impact Fee Fund Expenditures		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0		10,760
Total Police Impact Fee Fund Expenditures		0	0	0	0	0	0	0%	10,760
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Town of Howey-in-the-Hills Financial Report for Period March 2025

INFRASTRUCTURE FUND	150								
Infrastructure Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	A	nnual Budget
Discretionary Sales Surtax - Infrastructure Surtax	312630	17,676	25,405	7,730	106,055	118,477	12,422		212,110
Interest Earnings	361100	640	651	11	3,840	4,037	197		7,680
Use of Fund Balance	389900	0	0	0	0	0	0		46,788
Infrastructure Fund Revenues Total		18,316	26,057	7,741	109,895	122,514	12,619	46%	266,578
			<u> </u>	·	·		<u> </u>		<u> </u>
Infrastructure Fund Expenditures		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	A	nnual Budget
Cap Outlay - Improvements	630	5,000	0	5,000	15,000	2,980	12,020		266,578
Total Infrastructure Fund Expenditures		5,000	0	5,000	15,000	2,980	12,020	1%	266,578
TRANSPORTATION FUND	152								
Transportation Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	A	nnual Budget
County Ninth-Cent Gas Tax	312300	835	1,107	272	5,002	6,304	1,303		10,000
L.F.T First (1 to 6 Cents)	312410	3,705	3,691	(14)	22,233	22,672	438		44,468
State Revenue Sharing Proceeds	335125	986	848	(138)	5,920	4,328	(1,592)		11,842
Transporation Fund Revenue Total		5,526	5,645	119	33,155	33,304	149	50%	66,310
Transportation Fund Fundaditures	F41000	Dudast	8.4	Damainina.	VTD Dudget	VTD Astural	VTD Damaining		anual Budant
Transportation Fund Expenditures	541000 340	Budget	Actual 750	Remaining	YTD Budget	YTD Actual	YTD Remaining	A	nnual Budget
Other Contractual Services		2,776		2,026	33,310	30,162	3,148		33,310
Street Lighting	431	2,333	2,497	(164)	14,000	14,648	(648)		28,000
Operating Supplies	520	167	980	(813)	1,000	1,840	(840)		2,000
Safety Equipment	524	83	0	83	500	0	500		1,000
Road Materials & Supplies	530	167	0	167	1,000	0	1,000		2,000
Total Transportation Expenditures		5,526	4,227	1,299	49,810	46,650	3,160		66,310
BUILDING SERVICES FUND	155								
Building Services Fund Revenues	524000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Δ	nnual Budget
Zoning Permit Application Fees	322100	0	0	0	2,083	715	(1,368)		5,000
Plan Review (Bldg Inspector - 100%)	322101	0	0	0	2,083	0	(2,083)		5,000
Admin Fee (Town - 100%)	322102	0	0	0	1,875	0	(1,875)		4,500
Inspection Fees Collected Due Contractor	322304	5,000	6,280	1,280	30,000	32,314	2,314		60,000
Permits Town %	322305	0	0,200	0	12,500	9,290	(3,210)		30,000
Fees Income - DCA/DBPR	322307	170	150	(20)	1,003	833	(170)		2,000
Interest Earnings	361100	961	977	16	5,764	6,056	292		11,528
Building Services Fund Revenues Total	301100	6,131	7,407	1,276	55,309	49,209	(6,100)	42%	118,028
			.,		55,555	,	(0,200)		
Building Services Fund Expenditures	524000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	A	nnual Budget
Executive Salaries	110	1,130	1,129	1	8,416	10,682	(2,266)		14,910
Salaries	120	702	561	141	4,423	6,387	(1,964)		9,119
Overtime Wages	140	70	0	70	365	33	332		600
Fica	210	118	102	16	816	1,031	(215)		1,527
Medicare	211	25	24	1	178	241	(63)		357
ICMA Retirement Contribution	225	188	137	51	1,280	1,333	(53)		2,440
Life & Health Ins.	230	325	323	2	2,441	2,817	(376)		4,405
Workers' Compensation	240	98	98	(0)	385	294	91		392
Other Contractual Services	340	118	0	118	709	0	709		1,419
Contractor - (Bldg Inspector - Progressive)	341	5,000	4,161	839	30,000	28,223	1,777		60,000
Software & Annual Maintenance	342	72	58	14	430	348	82		860
Telephone & Communications	410	29	28	1	175	168	7		350
DBPR/DCA Impact Fees	495	167	0	167	1,000	0	1,000		2,000
Office Supplies	510	83	0	83	500	97	403		1,000
Once supplies Operating Supplies	520	417	0	417	2,500	342	2,158		5,000
Other Non Operating Uses Proprietary Funds	950	0	0	0	2,300	342 0	2,138		13,649
Building Services Fund Expenditures Total	330	8,542	6,621	1,921	53,618	51,996	1,622	44%	118,028
0			-,	-, -	,020	,550	-,		

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

WATER FUND	401								
Water Fund Revenues	533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Ar	nnual Budget
State Grant - Water Supply System	334310	0	0	0	0	0	0		4,250,000
Water Sales	343310	65,000	65,921	921	417,302	413,694	(3,608)		931,277
FEES- NEW CON	343350	0	0	0	0	0	0		522,900
Water Sys Improvement Fee	343410	10,000	10,438	438	60,000	62,710	2,710		120,000
Sewer	343505	0	0	0	0	7	7		0
Penalty Charges	343600	1,750	2,122	372	10,500	10,279	(221)		21,000
Tampering Fees	343620	0	0	0	0	1	1		0
Utility/Meter Fines	353100	0	0	0	0	0	0		4,000
Interest Earnings	361100	2,210	1,400	(810)	13,260	14,183	923		26,520
Miscellaneous Revenue	369900	1,000	1,550	550	6,000	9,373	3,373		12,000
Use Of Fund Balance	389900	0	0	0	0	0	0		141,454
Water Fund Revenues Total		79,960	81,431	1,471	507,062	510,247	3,185	8%	6,029,151

Water Fund Expenditures	533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	16,868	16,606	262	109,643	108,191	1,452	219,295
Salaries	120	27,610	25,176	2,434	179,464	166,416	13,048	358,924
Overtime Wages	140	3,450	1,687	1,763	14,740	11,383	3,357	15,500
Fica	210	2,832	2,595	237	18,407	17,150	1,257	36,811
Medicare	211	662	607	55	4,343	4,011	332	8,609
ICMA Retirement Contribution	225	4,770	2,387	2,383	28,620	15,235	13,385	57,240
Life & Health Ins.	230	11,279	10,579	700	67,673	61,908	5,765	135,342
Workers' Compensation	240	2,364	2,364	0	9,280	7,091	2,189	9,455
Legal Fees	310	3,800	3,771	29	23,800	23,853	(53)	30,000
Town Engineering	316	1,667	300	1,367	10,000	3,100	6,900	20,000
Accounting & Auditing	320	1,188	0	1,188	7,125	0	7,125	14,250
Other Contractual Services	340	106,000	105,142	858	292,101	296,192	(4,090)	279,152
Software & Annual Maintenance	342	800	232	568	8,000	7,797	203	9,600
Travel & Per Diem	400	42	0	42	250	0	250	500
Telephone & Communications	410	425	211	214	2,977	2,738	239	5,103
Freight/Postage/Shipping	420	17	0	17	100	0	100	200
Utility Services	430	3,667	3,667	(0)	25,667	23,009	2,658	44,000
Rentals & Leases	440	125	82	43	750	533	217	1,500
Insurance	451	15,600	15,538	62	46,597	46,615	(18)	61,994
R & M - Equipment	460	3,750	0	3,750	22,500	527	21,973	45,000
R & M - Computer Maint	461	42	0	42	250	0	250	500
R & M - Building	462	417	0	417	2,500	0	2,500	5,000
R & M - Vehicles	463	675	0	675	4,050	156	3,894	8,100
Printing - General	470	8	0	8	50	0	50	100
Miscellaneous Expenses	490	4	0	4	25	0	25	50
Advertising	492	25	0	25	150	0	150	300
Office Supplies	510	83	0	83	500	319	181	1,000
Operating Supplies	520	19,241	3,040	16,201	115,445	28,601	86,844	230,890
Uniforms	523	13	0	13	75	0	75	150
Safety Equipment	524	33	0	33	200	0	200	400
Dues, Subscriptions, Licenses	540	67	0	67	400	352	48	800
Training/Education/Tuition	550	46	0	46	275	190	85	550
Cap Outlay - Wetland Monitoring	613	0	0	0	0	0	0	8,050
Cap Outlay - Improvements	630	0	0	0	0	0	0	10,000
Cap Outlay - Water Expansion/System Impr.	633	0	0	0	0	0	0	4,260,000
Debt Principal/loan	710	0	0	0	0	0	0	114,085
Debt Interest/loan	720	0	0	0	15,638	15,638	0	30,545
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	6,156
Water Fund Expenditures Total		227,568	193,983	33,585	1,011,595	841,004	170,591	14% 6,029,151

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

Item 15.

WASTEWATER FUND	402								
Wastewater Fund Revenues	535000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	-	Annual Budget
State Grant - Sewer	334351	0	0	0	0	0	0	_	254,501
Waste Water, CDD	343515	10,000	14,094	4,094	60,000	74,770	14,770		120,000
Waste Water, Town	343525	8,800	10,941	2,141	52,967	63,959	10,992		106,000
Total Wastewater Fund Revenues		18,800	25,035	6,235	112,967	138,729	25,762	29%	480,501
Wastewater Fund Expenditures	535000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	-	Annual Budget
Utility Services	430	14,000	13,421	579	64,000	64,305	(305)	_	120,000
R & M - Equipment	460	28,278	0	28,278	84,834	0	84,834		339,334
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0		21,167
Wastewater Fund Expenditures Total		42,278	13,421	28,857	148,834	64,305	84,529	13%	480,501

