

Town Council Meeting

October 13, 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/85353911378?pwd=oWEifxsKyydCLZGrfFDj6EazWg39Y9.1

Meeting ID: 853 5391 1378 | Passcode: 640750

AGENDA

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

ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

WELCOME AND INTRODUCTION OF GUESTS

AGENDA APPROVAL/REVIEW

PUBLIC QUESTION & COMMENT

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

CONSENT AGENDA

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

- 1. The approval of the minutes and ratification and confirmation of all Town Council actions at the September 24, 2025, Town Council Public Hearing on Final Budget and Millage Rate.
- 2. Consideration and Approval: **Deaccession of Town Inventory**

PUBLIC HEARING

OLD BUSINESS

3. Consideration Approval: Minor Amendment to Hillside Grove PUD Phase 2

NEW BUSINESS

4. Consideration and Approval: Police Chief Selection Confirmation

- 5. Consideration and Approval: **Number Two Road Dedication**
- 6. Discussion: Elevation Approval Process
- 7. Consideration and Approval: Parking Space Agreement

DEPARTMENT REPORTS

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

COUNCIL MEMBER COMMENT

- 18. Mayor Pro Tem Everline
- 19. Councilor Arnold
- 20. Councilor Miles
- 21. Councilor Lannamañ
- **22.** 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: Oct 13, 2025 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us06web.zoom.us/j/85353911378?pwd=oWEifxsKyydCLZGrfFDj6EazWg39Y9.1

Meeting ID: 853 5391 1378

Passcode: 640750

One tap mobile

+13052241968,,85353911378#,,,,*640750# US +13126266799,,85353911378#,,,,*640750# US (Chicago)

Join instructions

 $https://us06web.zoom.us/meetings/85353911378/invitations?signature=_mjdsmX4ZIoaKT2bmTnLQ_UBql-9mEp8VNMuMQQXkr0\\$

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 Public Hearing on Final Budget and Millage Rate

September 24, 2025 at 5:05 PM Howey-in the-Hills Town Hall 101 N. Palm Ave., Howey-in-the-Hills, FL 34737

MINUTES

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

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

ROLL CALL

Acknowledgement of Quorum Present and Proper Notice Given

MEMBERS PRESENT:

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

STAFF PRESENT:

Sean O'Keefe, Town Manager | Mike Giddens, Police Lieutenant | Morgan Cates, Public Services Director | Oscar Ojeda, Finance Supervisor | 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 **Nay:** None

PUBLIC OUESTION & 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.

PUBLIC HEARING

1. Consideration and Approval: **Resolution 2025-016 - Final Millage Rate FY26**

Mayor Wells read Resolution 2025-016 out loud by title only and the following statements:

RESOLUTION NO. 2025-016, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS OF LAKE COUNTY, FLORIDA; ADOPTING A FINAL MILLAGE RATE OF 6.9900 FOR THE TOWN OF HOWEY-IN-THE-HILLS, OF LAKE COUNTY, FLORIDA, FOR AD VALOREM TAXES FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.

- The Taxing Authority is the Town of Howey-in-the-Hills of Lake County, Florida.
- The Rolled-Back Rate is 7.0227 mills.
- The percentage increase over the over the Rolled-Back Rate is -0.47%.
- The proposed Millage Rate to be levied is 6.9900.

Mayor Wells opened Public Comment for this item only.

There were no public comments or questions.

Mayor Wells closed Public Comment for this item.

Mayor Wells opened Councilor Comment and Questions for this issue only

Following a brief discussion regarding the wording of the resolution, Councilor Lannamañ moved to approve Resolution 2025-016.

Motion made by Councilor Lannamañ to approve Resolution 2025-016; 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 Nav: None

2. Consideration and Approval: Resolution 2025-017 - Final Budget FY26

Mayor Wells read Resolution 2025-017 out loud by title only and the following statements:

RESOLUTION NO. 2025-017, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, OF LAKE COUNTY, FLORIDA; ADOPTING A FINAL BUDGET FOR THE TOWN OF HOWEY-IN-THE-HILLS, OF LAKE COUNTY, FLORIDA FOR FISCAL YEAR 2026 AND PROVIDING AN EFFECTIVE DATE.

- The Final Budget for the Town of Howey-in-the-Hills for Fiscal Year 2026 to be adopted by Fund Department is as follows:
 - o General Fund in the amount of \$3,897,390.
 - o Infrastructure fund in the amount of \$259,200.
 - o Enterprise fund in the amount of \$6,806,197.
 - o Police Pension Fund in the amount of \$165.515.
 - o Police Advanced Training Fund in the amount of \$1,500.
 - Water Impact Fee Fund in the amount of \$1.

- o Parks & Rec Impact Fee Fund in the amount of \$1.
- Police Impact Fee Fund in the amount of \$4,368.
- o Building Services in the amount of \$156,013.
- Tree Fund in the amount of \$1,000.
- o Transportation Fund in the amount of \$76,465.
- O Wastewater Fund in the amount of \$574,124.
- o Total all Funds \$11,941,774.

Mayor Wells opened Public Comment for this item only.

There were no public comments or questions.

Mayor Wells closed Public Comment for this item.

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

Councilor Miles inquired about last-minute budget changes, specifically regarding the additional utility vehicle approved for the Public Services Department during the September 8, 2025, Town Council Meeting. He asked which fund covered the split cost and whether it had been implemented, noting that the water impact fee fund showed only \$1. Mayor Wells clarified that the impact fee fund is separate from the operating enterprise funds, one for water and one for wastewater, and confirmed that the changes were implemented prior to the Tentative Public Hearing. Sean O'Keefe, Town Manager, added that the updates, including the vehicle purchase, had already been incorporated into the budget by the Finance Supervisor. Councilor Miles confirmed his understanding and asked if any other adjustments had been made to the budget after the third workshop. Mr. O'Keefe and Mayor Wells affirmed that no further changes occurred beyond those actions previously approved, noting that the adjustments also included the \$2,000 reallocation for training, education, and dues.

Motion made by Councilor Miles to approve Resolution 2025-017, the final budget for fiscal year 2025-2026 in the amount for all funds of \$11,941,774, as broken down in the discussion by the Mayor; seconded by Councilor Lannamañ. Motion approved unanimously by roll call vote.

Voting

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

ADJOURNMENT

Mayor Wells asked if anyone had anything else to speak about.

Town Manager, Sean O'Keefe, provided an update on the Police Chief recruitment process, noting that interviews would be held on Friday, September 26, 2025. He explained that four local Police Chiefs had been invited to participate on the interview panel to assist in evaluating candidates. Mr. O'Keefe stated that Lieutenant Mike Giddens would continue serving as Interim Police Chief until a permanent appointment was made and confirmed that Lt. Giddens was among the five members of the applicant pool to be interviewed. He further clarified that, as a charter officer position, the Police Chief position requires Town Council confirmation. While the Town Manager makes the selection, the Council confirms the final appointment. This confirmation was scheduled for the next regular Town Council meeting on October 13, 2025.

Councilor Arnold asked whether the selected candidate would attend the meeting so Council could ask questions, and the Town Manager confirmed that he would notify the candidate and expect them to be present. Councilor Lannamañ requested to review the resumes of all candidates, and Mr. O'Keefe agreed, noting that he could provide the information in advance along with details of the interview panel composition. In response to a question from Councilor Miles, Mr. O'Keefe identified the participating agencies as Leesburg, Fruitland Park,

Mascotte, and Tavares, explaining that the representatives were either police chiefs or individuals with prior law enforcement leadership experience.

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

The Meeting adjourned at 5:21 p.m.	Attendees: 14
ATTEST:	Graham Wells, CMC, Mayor
John Brock, Town Clerk	



Date: October 13, 2025

To: Mayor and Town Council From: Sean O'Keefe, Town Manager

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

Objective:

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

Summary:

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

- Two (2) red plastic chairs (Library)
- One (1) blue plastic chair (Library)
- Ten (10) red fabric chairs (Library)
- One (1) LG computer monitor (Serial No. 303NTFAOA523) (Town Hall)
- One (1) Baldor Reliance Super E Motor (Serial No. C1803131502) (Public Utilities)
- Five (5) ductile iron pipe fittings (Public Utilities)
- One (1) totalizer (Public Utilities)
- One (1) Kool More Model CIM 315 ice machine (Serial No. 2204000188) (Public Utilities)
- One (1) 3-drawer metal horizontal file cabinet (Public Works)

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

Fiscal Impact:

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

Staff Recommendation:

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



ZONING MEMORANDUM

September 04, 2025

Prepared for Town of Howey-in-the-Hills Attn: Sean O'Keefe, Town Manager



<u>Hillside Groves</u> Phase 2 Minor PUD Amendments Request

Applicant: Meritage Homes

Planning staff reviewed the proposed Minor PUD Amendments for Hillside Groves submitted on July 29, 2025 for Phase 2. The proposed amendments are consistent with the provisions of the Amended and Restated Developer's Agreement (Developer's Agreement) for The Reserve at Howey-in-the-Hills, now known as Hillside Groves PUD.

Relationship to the Developer's Agreement

Section 5 of the Developer's Agreement provides that minor amendments may consist of minor adjustment of roads, phasing schedules, utility locations, or adjustments to park and open space, for which this proposed amendment qualifies. Additionally, Section 5 clarifies that an increase in the number of dwelling units is a major amendment. The proposed amendments, that are the subject of this request, reduce the number of dwelling units, therefore further qualifying them for minor amendment classification.

The proposed Phase 2 minor amendments include:

- Increasing the 27-foot lot widths to 29-foot wide lots. (Please note that Phase 2 is the only phase that has this lot width.)
- Reducing the number of lots originally approved for Phase 2. There will now be 138 units instead of 146.
- The access to Number 2 Road has been revised to show a cul-de-sac with a
 note of emergency access per direction of Lake County. Town staff and the
 applicant met with County engineering staff August 20, 2025 to discuss this.
 Lake County will not permit any other type of access to Number 2 road at
 this location, due to its close proximity to a full (left in/right out) access on the
 abutting Mission Rise development.



Supporting Documentation

The applicant has provided a letter describing the proposed changes and a revised master plan reflecting the amendments to Phase 2. They are included as part of this application packet for Town Council's consideration.

Findings

Staff supports approval of these proposed amendments as minor amendments to the Amended and Restated Developer's Agreement for The Reserve at Howey in the Hills, now known as Hillside Groves PUD, consistent with Section 5 of the Agreement.

The Developer's Agreement provides that minor amendments shall be automatically incorporated into the Agreement and replace the previously approved Plan to the extent of such amendments to the Plan, and do not require an amendment to the Agreement.

Motion Examples:

- 1. Approve the proposed Minor PUD Amendments for Hillside Groves submitted on July 29, 2025 for Phase 2 as identified above; or,
- 2. Deny the proposed Minor PUD Amendments for Hillside Groves submitted on July 29, 2025 for Phase 2 as identified above [specify reasons for denial]; or,
- 3. Continue the proposed Minor PUD Amendments for Hillside Groves submitted on July 29, 2025 for Phase 2 as identified above, pending additional information [specify information needed].



Ray and Associates Planning & Environmental

2712 SE 29th Street Ocala, Florida 34471 352-425-8881 wrayassoc@aol.com Item 3.

July 29th, 2025

Transmitted via Email: Sean O'Keefe: sokeefe@howey.org

John Brock: jbrock@howey.org

Lee Susewitt: lee.susewitt@meritagehomes.com Alex Flores: alex.flores@meritagehomes.com

Meritage Homes Lee Susewitt 5337 Millenia Lakes Blvd. Suite 235 Orlando, Florida 32839

Subject: Minor Amendment to Hillside Grove PUD Phase 2

Dear Sean and John;

Pursuant to our earlier discussions the owner of Hillside Groves is requesting a Minor amendment to the Hillside Grove PUD. This amendment to the PUD is proposed under paragraph 5 of the Amended and Restated Developer's Agreement for The Reserve at Howey in the Hills, now known as Hillside Groves PUD. A copy of this recorded agreement is attached. See Exhibit: 1.

The owners of the PUD, Meritage Homes, is proposing to modify the residential housing product for Phases 2 of the subject PUD. Please see attached Exhibit 2: PUD Exhibit Master Site Plan

Phases 2 currently under design with approved Final Construction Plans pending and consists of Residential Units along with the Spine Road intersections, utilities, and other works as described and shown on the Construction Plans.

The proposed minor modifications effect only Phase 2.

The proposed modification consists of the conversion of:

Phase 2 / Reduction of 6 Units

Existing: 146 - Units of the - 27' X 100' Lot size product to

The 27' X 100' Lots were proposed and envisioned to accommodate a 27' wide Town Home product comprised of various Building sizes such as a 4' and 6' Unit front loaded building. A 5' side yard set back was defiend allowing for 10' building separation.

Proposed: 138 - Units of the 27'X100' Lot minimum size.

29' X 100' Lots are depicted on the attached Master Site Plan.

The 29' X100' lots are designed to accommodate a 24' wide Residential Duplex, front loaded unit having a 5' side yard set back resulting in a 10' building separation.

Minor realignments of internal neighborhood streets are also necessary for accommodate the more traditional Duplex product.

Previously defined Front, Rear and side Yard Setbacks will remain the same.

The result of this modification is a reduction of 8 Residential units in Phase 2 and results in a reduction of the impervious area per lot.

The proposed Minor Modification combined with the modification to Phase 2 will result in a cumulative decrease to the Hillside Grove PUD from a current Total of 647 Units to a New Total of 638 Residential Units.

Upon your review it is our understanding that this action is recommended to be viewed as a Minor Modification ad described in the developers Agreement with the Town.

Do not hesitate to contact me or other members of the Team is you have any questions or require additional information.

Thank you for your help and assistance in the approval and construction of this project.

William (Bill) A. Ray, AICP

President

Ray and Associates

INSTRUMENT#: 2022026503 OR BK 5903 PG 1507 PAGES: 37 2/25/2022 9:08:24 AM GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA

REC FEES: \$316.00

Item 3.

12-9-2021

Record and Return to:

Thomas J. Wilkes Gray Robinson, P.A. 301 East Pine Street, Suite 1400 Orlando, FL 32801

As approved by Town Council for the Town of Howey-in-the-Hills, Florida

AMENDED AND RESTATED DEVELOPER'S AGREEMENT

THE RESERVE AT HOWEY-IN-THE-HILLS

This AMENDED AND RESTATED DEVELOPER'S AGREEMENT for THE RESERVE AT HOWEY-IN-THE-HILLS ("Agreement") is made as of the 8th day of November, 2021, among the Town of Howey-in-the-Hills, Florida, a Florida municipal corporation, whose address for purposes of this Agreement is 101 North Palm Avenue, Howey-in-the-Hills, Florida 34737 (the "Town"), Eagle's Landing at Ocoee, LLC, a Florida limited liability company f/k/a Eagles Landing at Ocoee, Inc., a Florida corporation, whose address for purposes of this Agreement is P.O. Box 770609, Winter Garden, Florida 34777, Howey In the Hills, Ltd., a Florida limited partnership, whose address for purposes of this Agreement is 10165 NW 19th Street, Miami, Florida 33172 and REO Funding Solutions, IV, LLC, a Georgia limited liability company whose address for purposes of this Agreement is 100 N Tampa ST Suite 1850, Tampa, Florida 33602 (collectively, the "Owners").

RECITALS

- A. The Owners are the owners of an approximately 378-acre parcel of property more particularly described on **Exhibit "A"** ("the Property").
- B. The Property is within the corporate limits of the Town. The Town has assigned the Property a future-land-use designation of Village Mixed Use and has zoned the Property for PUD-Planned Unit Development.
- C. The Property is subject to The Reserve at Howey-in-the-Hills Developer's Agreement, among the Town, Florida, Eagle's Landing at Ocoee, Inc., a Florida corporation, and Howey-in-the-Hills, Ltd., a Florida limited partnership, recorded July 30, 2007, in Official Records Book 3480, Page 221 of the Public Records of Lake County, Florida, and the Owners and the Town desire to amend and restate same.
- D. The Owners intend to develop the Property as a mixed-use planned development consisting of single-family residential, multi-family residential, commercial and institutional land uses as more specifically set forth herein ("the Project").

E. The Town and the Owners desire to enter into this Agreement in order to set forth the negotiated terms and conditions of approval for the development of the Property.

NOW, THEREFORE, the Town and the Owners agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are hereby incorporated as terms.
- 2. <u>Authority</u>. This Agreement is entered into by the Town under the home rule powers granted to it by the Florida Constitution (including Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute and otherwise (including Chapters 163 and 166, Florida Statutes), and the Town's Charter. This Agreement does not constitute a "development agreement" under the Florida Local Government Development Agreement Act.
- 3. Relationship to Land Development Regulations. The Owners shall abide by and comply in all respects with the requirements of the Town's Land Development Regulations, including without limitation, those pertaining to planned unit developments and this Agreement. However, in the event of conflict between this Agreement and the Town's Land Development Regulations, this Agreement shall control to the extent of such conflict.
- 4. Amendment and Restatement of Prior Developer's Agreement. The Owners or their predecessors in interest previously entered into The Reserve at Howey-in-the-Hills Developer's Agreement, among the Town, Eagle's Landing at Ocoee, Inc., a Florida corporation, and Howey-in-the-Hills, Ltd., a Florida limited partnership, recorded July 30, 2007 in Official Records Book 3480, Page 221, of the Public Records of Lake County, Florida ("2007 Agreement"). The Owners and the Town desire to amend and restate that 2007 Agreement as set forth herein.
- 5. Howey in the Hills PUD Plan. The Owners shall develop the Property in compliance with **The Reserve At Howey in the Hills PUD** prepared by Connelly & Wicker, Inc., for the Project and approved by the Town concurrently herewith and attached hereto as **Exhibit "B"** and incorporated herein by reference (the "Plan"). However, in the event of conflict between this Agreement and the Plan, this Agreement shall control to the extent of such conflict.

As depicted on the Plan, the Owners shall have the right to develop the Property with up to 740 single-family residential units, comprised of a mix of detached and attached (townhomes) units, and up to 105,716 square feet of Office/Storage use. The Owners may develop the Property with up to 300,000 square feet of Retail/Office Commercial use and up to 100,000 square feet of Institutional use in conformance with both the Plan and the building pads, building elevations, and square footages set forth on **Exhibit "C"** and **Exhibit "D"** to this Agreement.

Any amendments to the Plan that occur after the effective date of this Agreement shall take effect only if and when approved by the Town Council or Town staff as applicable. Major amendments shall include items such as changes to the location of individual land uses; any increase in the total number of residential units; or relocation of roads and routes for pedestrian and bicycle facilities. Major amendments shall be approved using the same procedure as for adoption of this agreement. Minor amendments shall include items such as minor adjustments of

roads, trails and pedestrian ways based on more detailed site-specific data; modifications to the phasing schedule; adjustments to utility locations based on more detailed engineering data; or adjustments to parks and open space based on more detailed subdivision design. Minor amendments may be approved by the Town Council or Town staff as applicable. Minor amendments to the Plan shall automatically be incorporated into this Agreement and shall modify or replace the Plan to the extent of such amendment to the Plan, without the necessity for an amendment to this Agreement. Whether a proposed amendment is major or minor under this Agreement shall be determined by the Mayor or his/her successor.

The Town hereby acknowledges and agrees that the Project, as depicted on the Plan (and any amendments to the Plan, which amendments must first be approved by the Town Council), is consistent with its Comprehensive Plan and Land Development Regulations. The proposed plans as presented in Exhibit B shall be deemed to meet the requirements for a preliminary subdivision plan provided that a complete survey with boundaries, topography and trees is presented with each phase of the project proposed for approval of a final subdivision plan or final site plan.

Unless the Town Council grants an extension of time, the Owners shall submit a final subdivision plan or final site plan for Phase I or at least one other Phase as designated on the Plan to the Town within eighteen months following the date of execution of this Agreement.

- 6. <u>Phasing Schedule</u>. The phasing schedule shall be as shown on the Plan. It is recognized that this Phasing Schedule is general in nature and may be modified by notification to the Town and approved by the Town as a minor amendment to this development agreement. The Owner agrees to include the completion of the spine road from the Phase 1 boundary to Number Two Road as part of the Phase 1 improvements.
- 7. <u>Signage</u>. Entrance signs and informational signage may be located in buffers, setbacks and/or signage easements as approved by the Planning and Zoning Commission.
- 8. <u>Wetlands</u>. Impacts to wetlands, if any, and wetland buffering shall be subject to the St. Johns River Water Management District regulations.

9. Setbacks.

- 9.1 SR 19 Setbacks. All buildings shall have a minimum setback distance of 100 feet from the centerline of State Road 19; provided, however, the minimum setback requirement may be reduced to 75 feet from such centerline if a landscape-buffer easement is utilized, which buffer contains, at a minimum, a similar planting schedule and requirement as that approved by the Town for the Venezia South project located adjacent to the Property to the east.
- 9.2 <u>Perimeter Setbacks</u>. Perimeter setbacks shall as identified in the approved Plan.
- 9.3 Wetlands Setbacks. Wetlands setbacks shall be as required by the St. Johns River Water Management District.

- 10. <u>Water, Wastewater and Reclaimed Water Service</u>. The Owners currently have a contract with the Central Lake Community Development District ("CDD") under which the Project will receive wastewater treatment and disposal services from the CDD's wastewater facilities. The Town shall provide potable water and reclaimed water in accordance with all applicable ordinances, resolutions, operating regulations, policies and procedures. Except as may be set forth otherwise in this Agreement, the Owners shall install on-site facilities, connect to the Town's systems, and pay applicable capital and connection charges and other Town rates, fees, and charges.
- 10.1 Reclaimed Water. The Owners shall install reclaimed water lines, as required by the Town's Code of Ordinances, and shall obtain reclaimed water service for the Project at such time the Town constructs its reclaimed water lines to the Project's boundaries. Until such time as the Town supplies reclaimed water, the Owners may use the reclaimed water lines to irrigate properties within the Project boundaries with stormwater from on-site wet stormwater detention ponds or alternative and available sources acceptable to Owners and the Town.

10.2 Water.

i. <u>Water Service</u>. If and to the extent allowed by, and subject to the limitations and requirements of, the permits issued to the Town from time to time by the St. John's River Water Management District in connection with water consumption, the Town shall provide potable water service to the Property in sufficient quantities as to allow for development of the Project as contemplated herein. Notwithstanding the foregoing, the Town acknowledges and agrees that it has the actual capacity to serve the Property with potable water service in sufficient quantities as to allow for development of the Project as contemplated herein and that such capacity shall be reserved upon the payment of impact fees to the Town.

The Owners shall construct, at their expense, the facilities (exclusive of water treatment plants), lines and appurtenances necessary to serve the Project. The route of any off-site lines shall be according to engineering plans produced by the Owners and approved by the Town Council, which approval shall not be unreasonably withheld, conditioned or delayed. If roads within the Project are private, the Owners shall provide the utility owner with utility easements for waterlines and sewer lines.

ii. <u>Town's Option to Oversize Water Lines</u>. Within ninety (90) days of the date of this Agreement, the Town Council may elect to oversize such lines, improvements or appurtenances for the Town's use in the expansion of its potable water system and will inform the Owners in writing of the specifications for such oversizing. In the event the Town so elects to oversize such improvements, then the Town shall be responsible for the difference in the cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owners to the Town, and approved by the Town Council, which approval shall not be unreasonably withheld, conditioned or delayed. The Town

shall reimburse the Owners for the difference in such costs in the form of cash. The Town shall make such reimbursement to the Owners within sixty (60) days following a written request therefor from the Owners, accompanied by such supporting documentation as is reasonably necessary to demonstrate that the Owners have incurred and paid the costs which are attributable to such oversizing in keeping with the plans and cost estimate previously approved by the Town Council.

- Permit-Induced Costs, Restrictions, Requirements, and Risks. iii. Under state and federal laws and regulations, the Town may provide its potable water service to the Property and the Owners only if the Town first has been issued certain permits, and the Owners acknowledge that the permits are inevitably conditioned with requirements and restrictions that typically impose costs and risks. The Owners further acknowledge that, for the Town to operate its potable water system in an orderly, dependable, and cost-effective manner, the Town must have the ability legally to spread the costs and risks among its customers and property owners who benefit from the service. The Owners acknowledge, therefore, (i) that from time to time the Town may impose fees and charges and may issue potable water system regulations and policies that impose restrictions and requirements on its customers and benefiting property owners, such as the Owners, and (ii) so long as the Owners are required to pay only their fair share for such fees and charges, then the imposition of such fees and charges and the issuance of such system regulations are not prohibited by or otherwise a breach of this Agreement.
- iv. <u>Water Meters and Reuse Meters</u>: In lieu of individual water meters and reuse water meters for each property served, the Owners may propose and the Town may approve the use of master meters for either or both water and reuse water services.
- 10.3 Wastewater. The parties acknowledge and agree that the Owners have entered into that certain Agreement and Commitment for Utility Services, dated June 21, 2005 (the "Utilities Commitment"), with the CDD, the terms of which provide, in relevant part, that the Project will receive wastewater treatment and disposal service from the wastewater facilities of the CDD.

The Owners acknowledge that (i) from time to time the Town may impose fees and charges and may issue wastewater-system regulations and policies that impose restrictions and requirements on its wastewater customers and benefiting property owners, such as the Owners, and (ii) the imposition of such fees and charges and the increase of such regulations are not prohibited by or otherwise a breach of this Agreement.

11. Owner's Associations.

11.1 Association Responsibilities. The Owners or a homeowner's association and/or a property owner's association created by the Owners, but not the Town, shall be responsible for maintaining any and all parks, open space areas, streetlights, stormwater

management areas, entrance features, boundary walls and/or fences, access tracts and landscaped tracts within the Project. The Town shall maintain waterlines within the Project and the sewer lines which serve the property within the Project.

11.2 Requirement for Plat Recording. Before a plat may be recorded for the Property and the Project, the Owners shall furnish to the Town copies of the pertinent documents for the homeowners' or property owners' association and the covenants, conditions and restrictions for the Property, setting forth the requirements and restrictions enumerated in this section 11 and other applicable parts of this Agreement.

12. Streets, Sidewalks, and Parking.

- 12.1 Streets. All streets shall be public and shall be dedicated to and maintained by the Town, with the exception of alleys as defined and depicted on Exhibit B, which shall be private and maintained by a homeowners' association and/or a property owners' association. No streets in the Project may be gated or otherwise restricted or obstructed by the Owners, by a homeowners' or property owners' association, or by any other person or entity.
- 12.2 Sidewalks. All sidewalks within rights-of-way shall be dedicated to and maintained by the Town.
- phase of the Project, the Owners shall convey to the Town a five-foot (5') utility easement to be located adjacent to, and on both sides of, the right-of-way of any street (public or private) serving such phase of the Project. The planting of trees within any such easement shall be prohibited.
- 14. <u>Irrigation.</u> On-site wet ponds shall be used to irrigate the common landscaped areas, unless prohibited by the St. John's River Water Management District.
- 15. Necessity of a Letter of Credit. Construction and dedication to the Town of any new public facilities or improvements that are required to be constructed as part of this Agreement will be a condition precedent to final plat approval; provided, however, in lieu of such construction and dedication, the Owners may post a letter of credit with the Town for one hundred twenty-five percent (125%) of the cost of such improvements, in which event the condition precedent to final plat approval will be deemed satisfied.
- 16. <u>Transportation</u>. The Owners have submitted to the Town a traffic analysis prepared by Traffic & Mobility Consultants, LLC and dated November 2021 (the "Study"). If the results of the Study require any mitigation for traffic generation, the Town and the Owners work together and with any other applicable jurisdiction as required by applicable law to address such mitigation requirements. Any connections to SR-19 shall be approved by permit from the Florida Department of Transportation and any connection to Number Two Road shall be approved by permit from Lake County.
- 17. <u>School Concurrency</u>. The Project shall be placed on the Town's "exempt" status list to be provided to Lake County and exempted from school concurrency requirements if the following requirements are completed on or before the date that the school concurrency element is adopted by the Town: (i) the Project has Preliminary Plan approval with no outstanding

conditions, and (ii) this Developer's Agreement has been finalized and executed by all parties hereto. Inclusion on the "exempt" status list will not guarantee that the Project will remain on the list until after a formal determination has been rendered by the Town Council as to whether the Project is vested for school concurrency purposes in accordance with Florida law. With submittal of the initial final subdivision plan or site plan, the Owner shall provide written confirmation from the School Board of Lake County confirming the Project's exempt status or otherwise meeting the concurrency requirements of the District.

- 18. <u>Binding Effect</u>. This Agreement is binding upon and enforceable by and against the parties hereto and their successors in interest. This Agreement runs with the land and is binding on and enforceable by and against all successors in interest. However, no Lot Owner shall have the rights or obligations of the Owners under this Agreement. For that purpose, a "Lot Owner" means an end-user of a lot created within the Property with a completed residential unit constructed thereon, for which a certificate of occupancy has been issued. Each party covenants to each other party that this Agreement is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms. Finally, no persons or entities other than the Owners and the Town and their respective successors in interest have any rights under this Agreement. To that end, the parties declare there are no third-party beneficiaries.
- 19. <u>Notices</u>. All notices or payments required to be made hereunder shall be made at the following addresses:

To Town:

Hon. Martha MacFarlane, Mayor, Town of Howey-in-the-Hills 101 North Palm Avenue Howey-in-the-Hills, FL 34737 mmacfarlane@howey.org

With copies to:

Sean O'Keefe, Town Administrator

Town of Howey-in-the-Hills 101 North Palm Avenue

Howey-in-the-Hills, FL 34737

sokeefe@howey.org

Thomas J. Wilkes Gray Robinson, P.A.

301 East Pine Street, Suite 1400

Orlando, FL 32801

twilkes@gray-robinson.com

To Owner:

Eagles Landing at Ocoee, Inc.

Attention: Randy June

June Engineering Consultants, Inc.

23 W. Joiner Street

Winter Garden, Florida 34787

randy@jec3.com

With a copy to:

C. Nick Asma, Esquire

Asma & Asma, P.A. 884 South Dillard Street

Winter Garden, Florida 34787

Phone: 407-656-5750 | Fax: 407-656-0486

Nick.Asma@asmapa.com

To Owner:

Howey in the Hills, Ltd. Attention: Edward J. Easton

10165 NW 19th Street Miami, FL 33172

With copies to:

Joe Hernandez

Weiss, Serota Helfman Cole and Bierman, P.L.

2525 Ponce de Leon Blvd. Suite 700

Coral Gables, Florida 33134 jhernandez@wsh-law.com

Lennar

Attn. Mark McDonald

6675 Westwood Boulevard, 5th Floor

Orlando, Florida 32821

Mark.McDonald@Lennar.com

To Owner:

REO Funding Solutions IV

100 N Tampa ST

Suite 1850,

Tampa, FL 33602

With copies to:

Turnstone Group

Attn: Jason Humm

1170 Peachtree St. NE, STE 1150

Atlanta, Georgia 30309

jhumm@turnstonegroup.com

Mike Ripley, Senior Advisor 399 Carolina Ave, Suite 200 Winter Park, Florida 32789 o|407.425.5988 c|407.310.6701 mripley@landadvisors.com

Jonathon Huels

Lowndes

215 North Eola Drive Orlando, Florida 32801

Jonathan.huels@lowndes-law.com

- 20. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement. No amendment to the terms of this Agreement shall be effective unless it is in writing signed by all parties hereto. Amendments to this Agreement will take effect and will be binding against the Town only if approved by a vote of the Town Council.
- 21. <u>Waiver</u>. The failure of any party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms hereof. Provided however, any party may, in writing, waive the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of either this Agreement or the Town's Land Development Regulations will be valid and binding against the Town only if approved by a vote of the Town Council.
- 22. <u>Governing Law</u>. This Agreement shall be governed by the law of the State of Florida. Venue for any judicial proceeding pertaining to the Agreement shall be in the Fifth Judicial Circuit of Florida, in Lake County, Florida.
- 23. <u>Severability</u>. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.
- 24. Recording. This Agreement shall be recorded in the Public Records of Lake County, Florida, by the Owners, at their expense.
- 25. Negotiated Agreement. The land uses, densities, intensities and all of the conditions of approval of the Plan have been negotiated and agreed to by all the Owners and the Town. The Plan constitutes an agreement among the parties with the knowledge that the Owners' successors in title, the future homeowners and other landowners within the Property, as well as the Town all will rely justifiably on the agreed-to mix of land uses, densities, and intensities being authorized hereby for the Property. For that reason, the Owners and the Owners' successors in interest have the contract right to develop the PUD with the uses, densities and intensities approved by the Town, subject to the restrictions and requirements in the conditions of approval. Neither the Owners (or their successors in interest) nor the Town shall have the right in the future to rezone or downzone the property, or otherwise alter the uses, densities and intensities, or delete, waive or amend any conditions of approval except through an amendment to the Plan (i) negotiated and approved by the Town and the Owner of the thensubject parcel or (ii) as set forth in Section 5 above. This section shall survive the termination and expiration of this Agreement.
- 26. <u>Effective Date</u>. This Agreement shall become effective concurrently with the effectiveness of Ordinance 2021-10 after its approval by the Town Council and execution of this Agreement by all parties.

[Signatures on the following pages]

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

TOWN OF HOWEY-IN-THE HILLS, FLORIDA

By: its Town Council

Martha MacFarlane, Mayor

Attest:

By:

In Brock, Town Clerk

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

By:

Thomas J. Wilkes, Town Attorney

STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was executed, sworn to and acknowledged before me by means of physical presence or online notarization, this 4 day of February, 2021, 2022 by MARTHA MACFARLANE, as Mayor of TOWN OF HOWEY-IN-THE-HILLS, a Florida municipal corporation, on its behalf.

(SEAL)

Notary Public State of Florida Herbert R. Thomas My Commission HH 148981 Expires 07/05/2026 Signature of Notary Public

Name of Notary Public (Typed, Printed or stamped)

Personally Known VOR Produced Identification

(Type of Identification Produced)

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

Signed, sealed and delivered in the presence of: "WITNESSES" "OWNER" EAGLES LANDING AT OCOEE, LLC, a Florida limited liability company f/k/a Eagles Landing at Ocoee, Inc., a Florida corporation Printed Name: By: Printed Name: As its: MANACE STATE OF FLORIDA COUNTY OF The foregoing instrument was executed, sworn to and acknowledged before me by means of physical presence or online notarization, this in day of January, 2022, by THEATH OF TIME II, as MANAGEL OF EAGLES LANDING AT OCOEE, LLC, a Florida limited liability company f/k/a Eagles Landing at Ocoee, Inc., a Florida corporation, on its behalf. Signature of Notary Public Notary Public State of Florida Charles Nicholas Asma Name of Notary Public (Typed, Printed or stamped) Personally Known V OR Produced Identification ___ (Type of Identification Produced)

Personally Known

(Type of Identification Produced)

Item 3.

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

"OWNER" Signed, sealed and delivered in the presence of: HOWEY IN THE HILLS, LTD., a Florida limited partnership "WITNESSES" By: Steven Printed Name: Printed Name: Title: STATE OF FLORIDA COUNTY OF Miami - Dade The foregoing instrument was executed, sworn to and acknowledged before me by means of _______ physical presence or ______ online notarization, this ______ day of _______, 20212.
by _______ by ______ as ______________ of HOWEY IN THE HILLS, LTD., a Florida limited partnership, on its behalf. (SEAL) otary Public - State of Florida Name of Notary Public Commission # HH 167678 My Comm. Expires Nov 29, 2025 (Typed, Printed or stamped) Bonded through National Notary Assn.

OR Produced Identification _

Signed, sealed and delivered

Item 3.

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

in the presence of: "WITNESSES" "OWNER" REO FUNDING SOLUTIONS IV, LLC, a Printed Name: Matthew Silling Georgia limited liability company Printed Name: As its: STATE OF FLORIDA MIMESOTA COUNTY OF ____ The foregoing instrument was executed, sworn to and acknowledged before me by means of \times physical presence or ____ online notarization, this ___ day of ______ _____, as Vice President of REO FUNDING SOLUTIONS IV, LLC., a Georgia limited liability company, on its behalf. (SEAL) Brad Lee Halbersma NOTARY PUBLIC MINNESOTA Name of Notary Public (Typed, Printed or stamped) Personally Known K (Type of Identification Produced)

Exhibit A

to

Amended & Restated Developer's Agreement The Reserve at Howey-in-the-Hills

LEGAL DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG THE EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ANDO ALSO:

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT OF WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

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AND ALSO:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD. DENOTES PARCEL DESIGNATION FOR CLARITY PURPOSES.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF \$44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W, 402.66 FEET; THENCE RUN S68°12'24"W, 668.73 FEET; THENCE RUN N53°42'00"W, 250.16 FEET; THENCE RUN N12°38'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°38'17"E, 13.01 FEET TO THE POINT OF

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CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.63 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N52°06'58"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE MORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

AND ALSO:

INSTRUMENT# 2022026503

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'15"W AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN N38°00'31"E (N38°00'31"W), ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET; THENCE RUN N52º06'58"E, 484 34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°53'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN

S37°53'02"E, 525.33 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND ALSO:

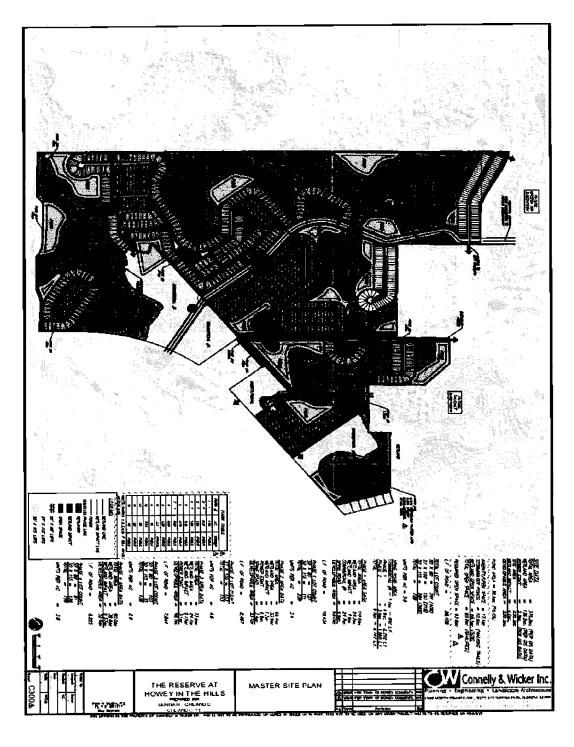
COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST (NORTHEAST) 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN NO0°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" (S89°24'13"E) ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

3KC3 LEGAL2.DOC REV'D OS/17/07 SVB

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Item 3.

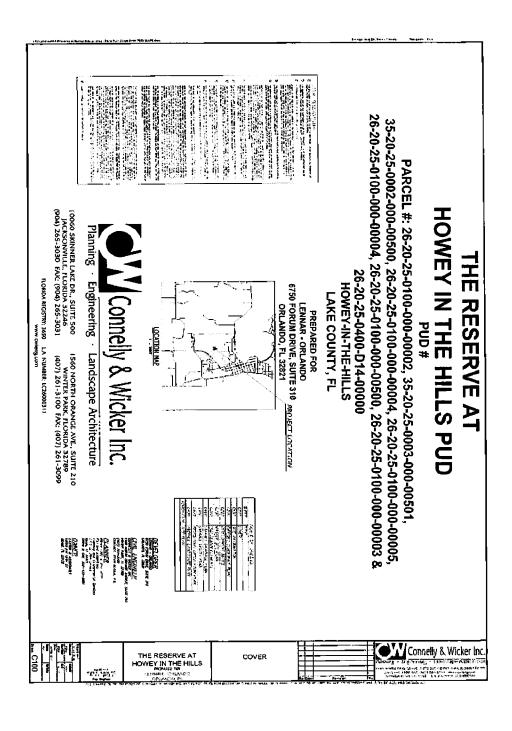
Exhibit B to Amended & Restated Developer's Agreement The Reserve at Howey-in-the-Hills

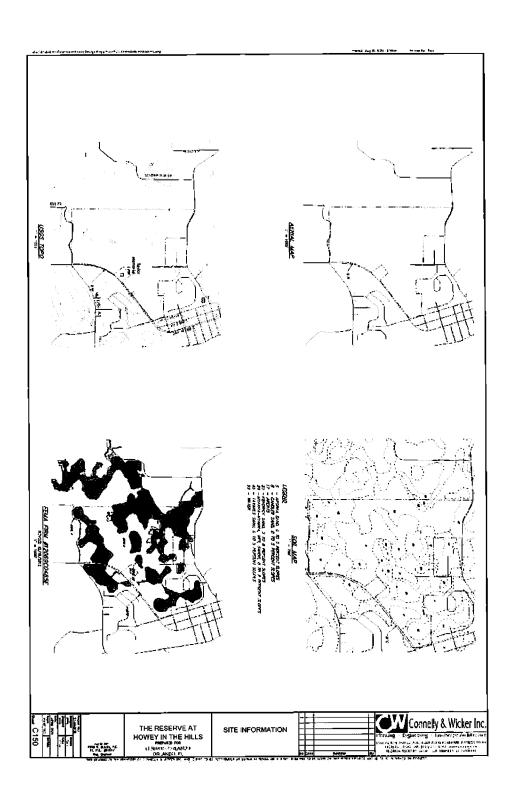


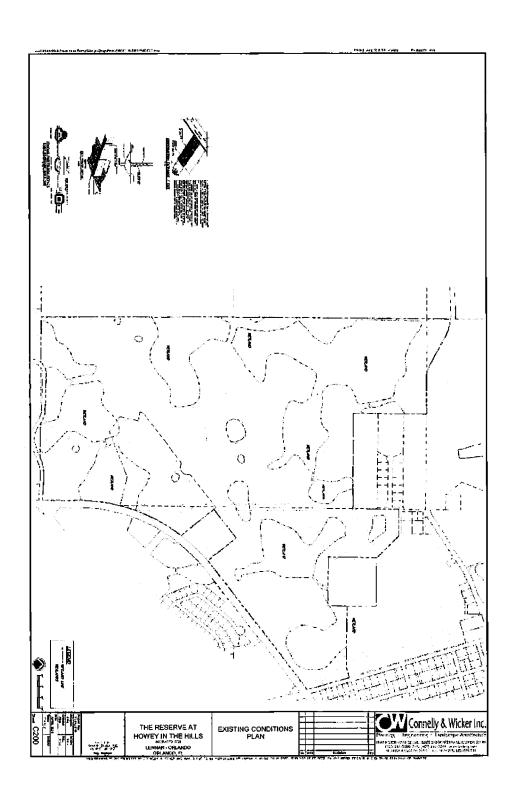
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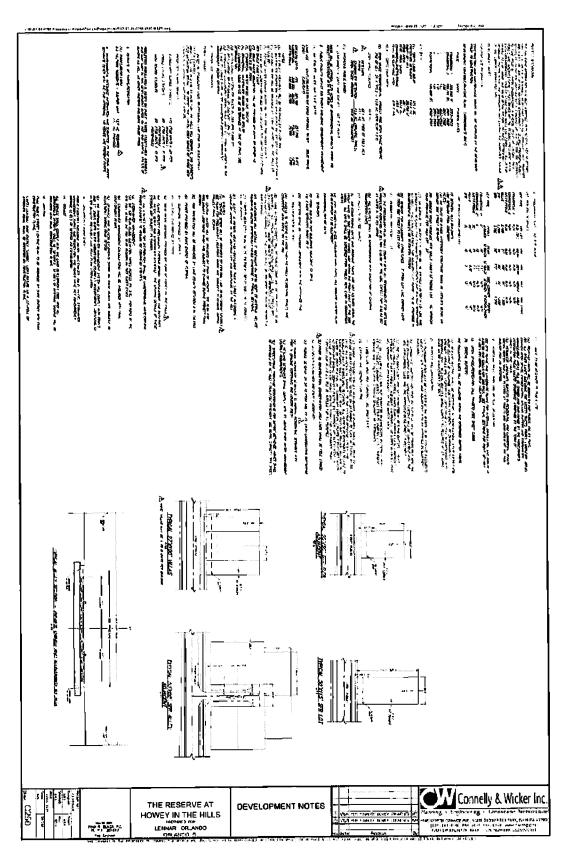
Item 3.

Exhibit C to Amended & Restated Developer's Agreement The Reserve at Howey-in-the-Hills



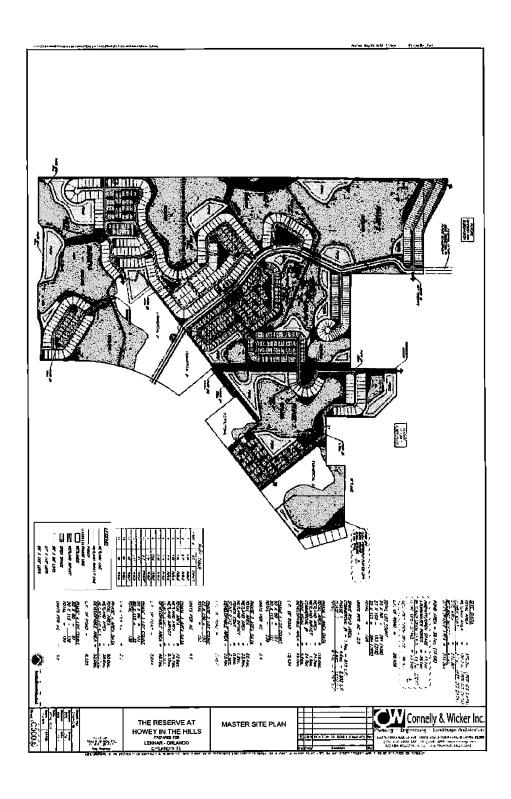


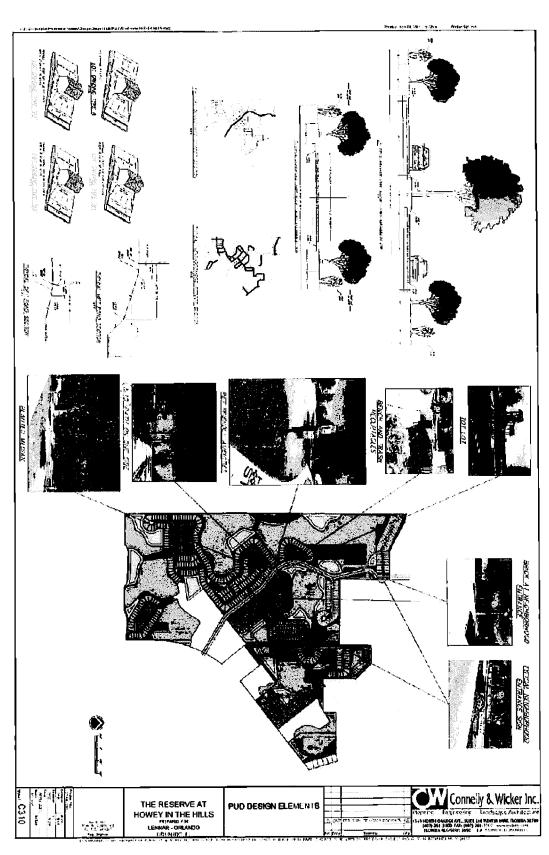


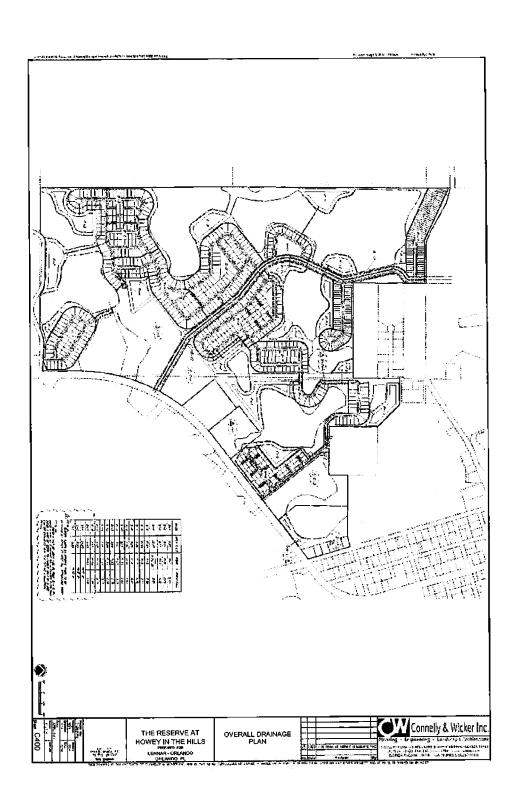


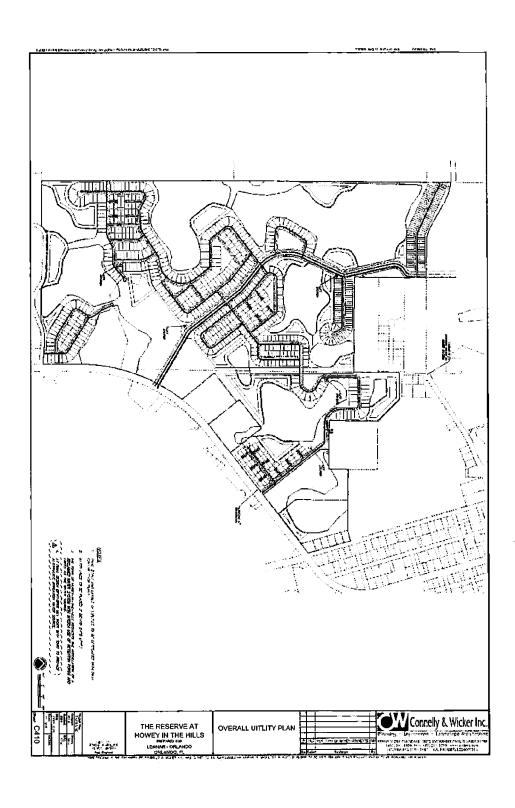
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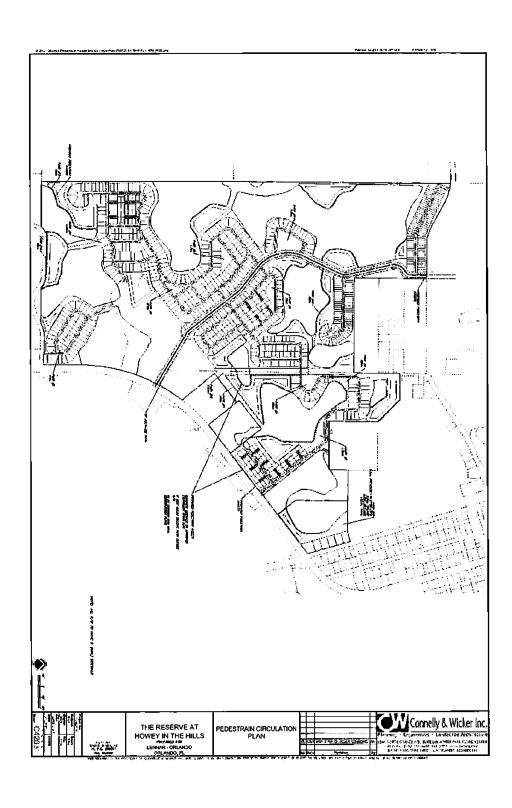
PAGE 23 of 37

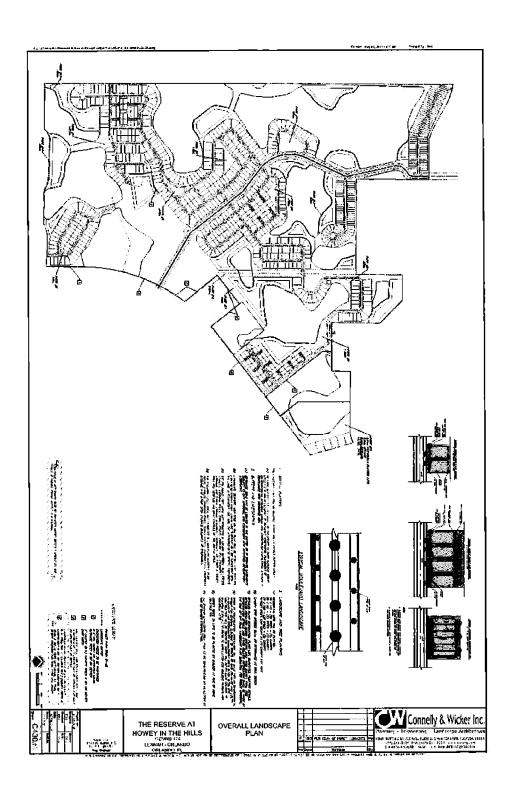


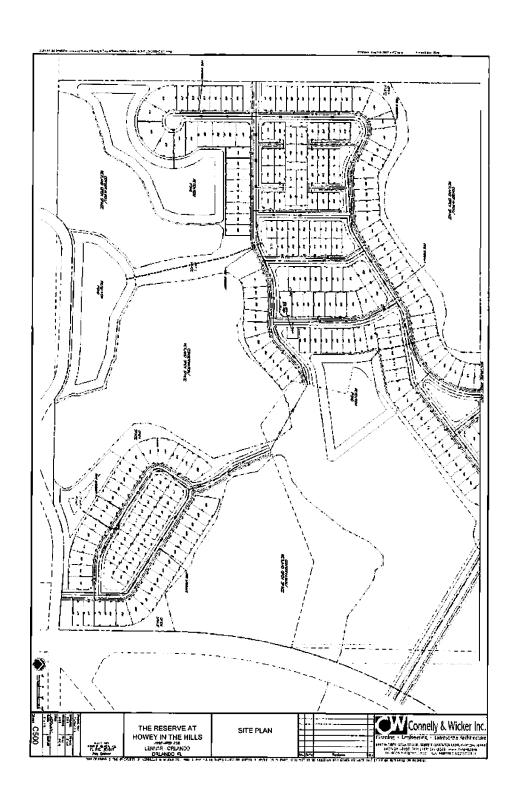


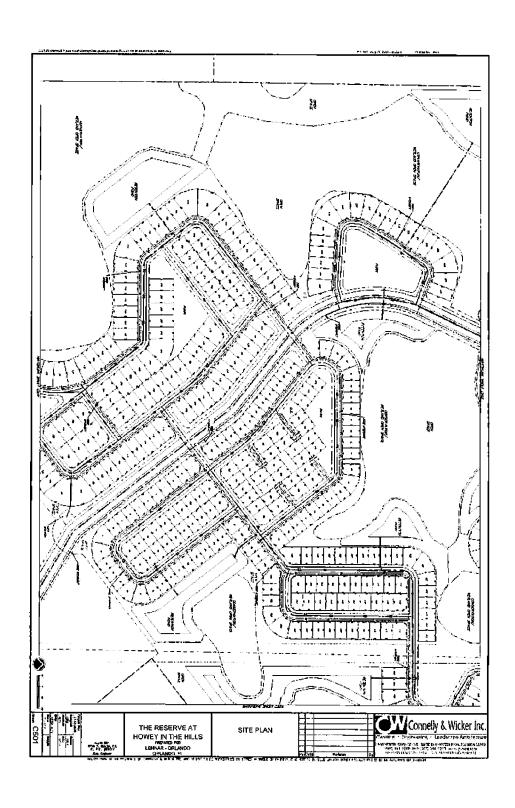


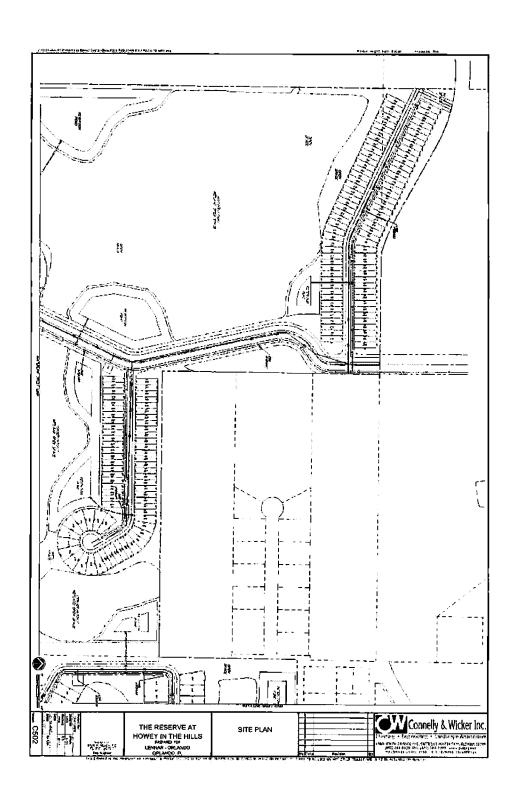


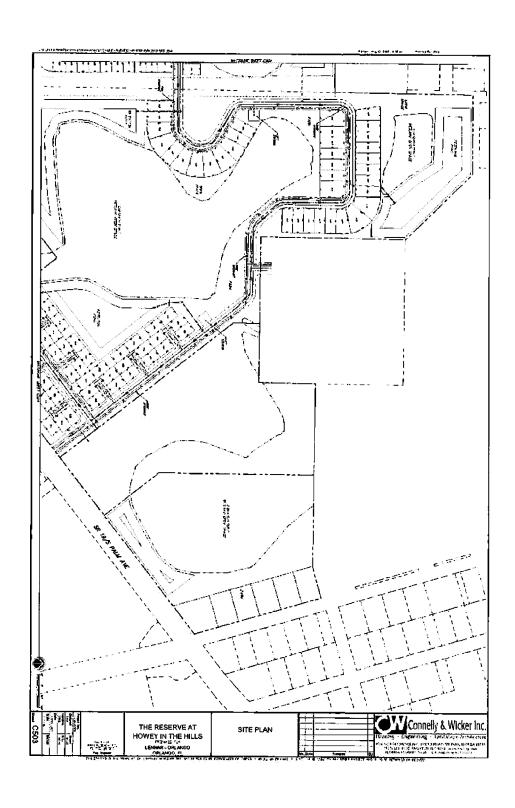












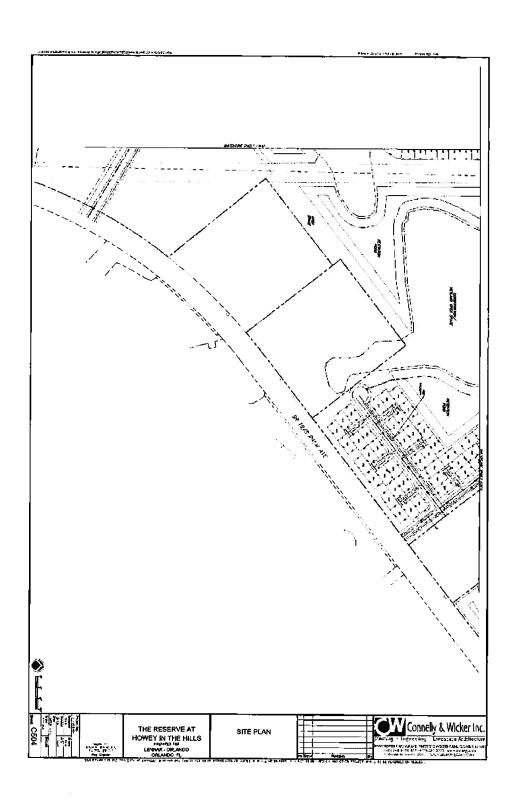
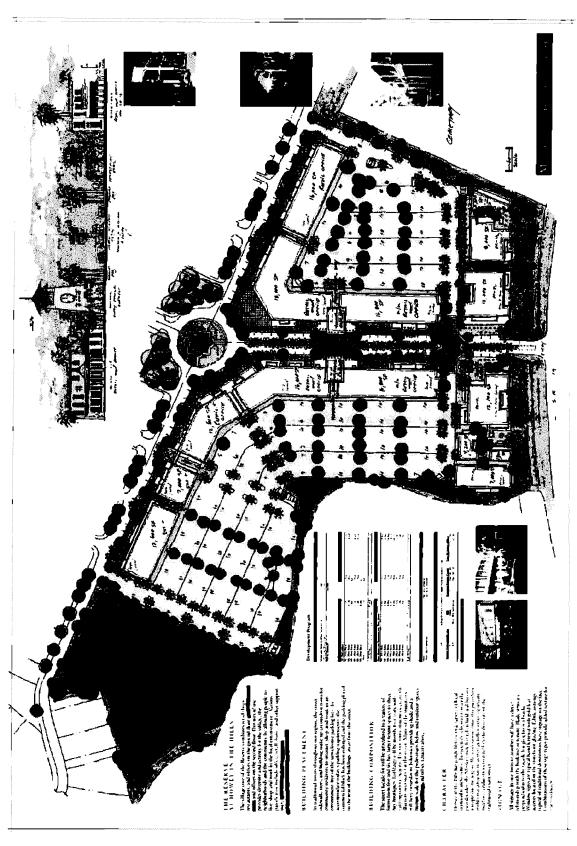
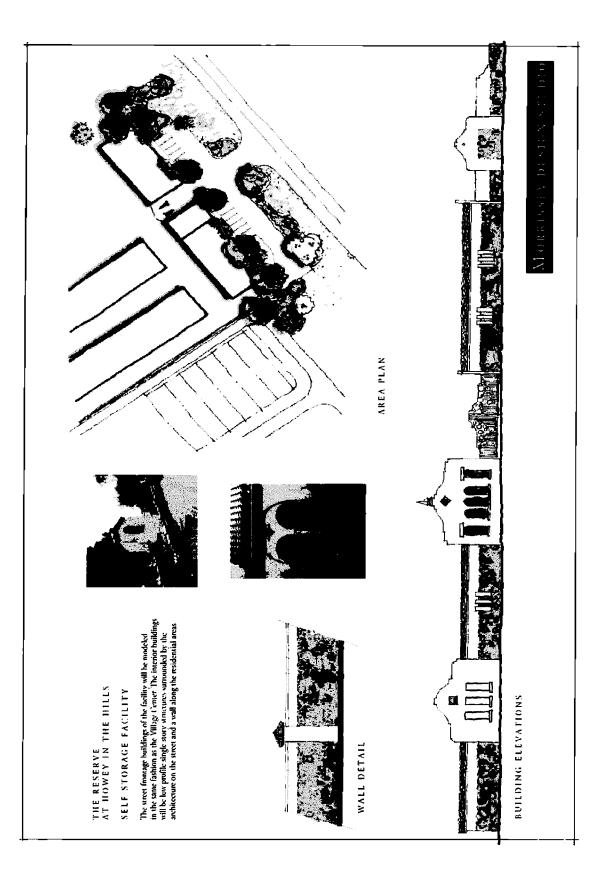


Exhibit D to Amended & Restated Developer's Agreement The Reserve at Howey-in-the-Hills





#45231950 v9

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°21'35" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT—OF—WAY LINE OF STATE ROAD NO. 19; THENCE RUN SOUTH 52°07'27" WEST ALONG SAID NORTHWESTERLY RIGHT—OF—WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 52°07'27" WEST ALONG SAID NORTHWESTERLY RIGHT—OF—WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF SOUTH 51°01'15" WEST AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN NORTH 52°06'58" EAST, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF SOUTH 82°53'02" EAST AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF SOUTH 07°07'12" WEST AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND, ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

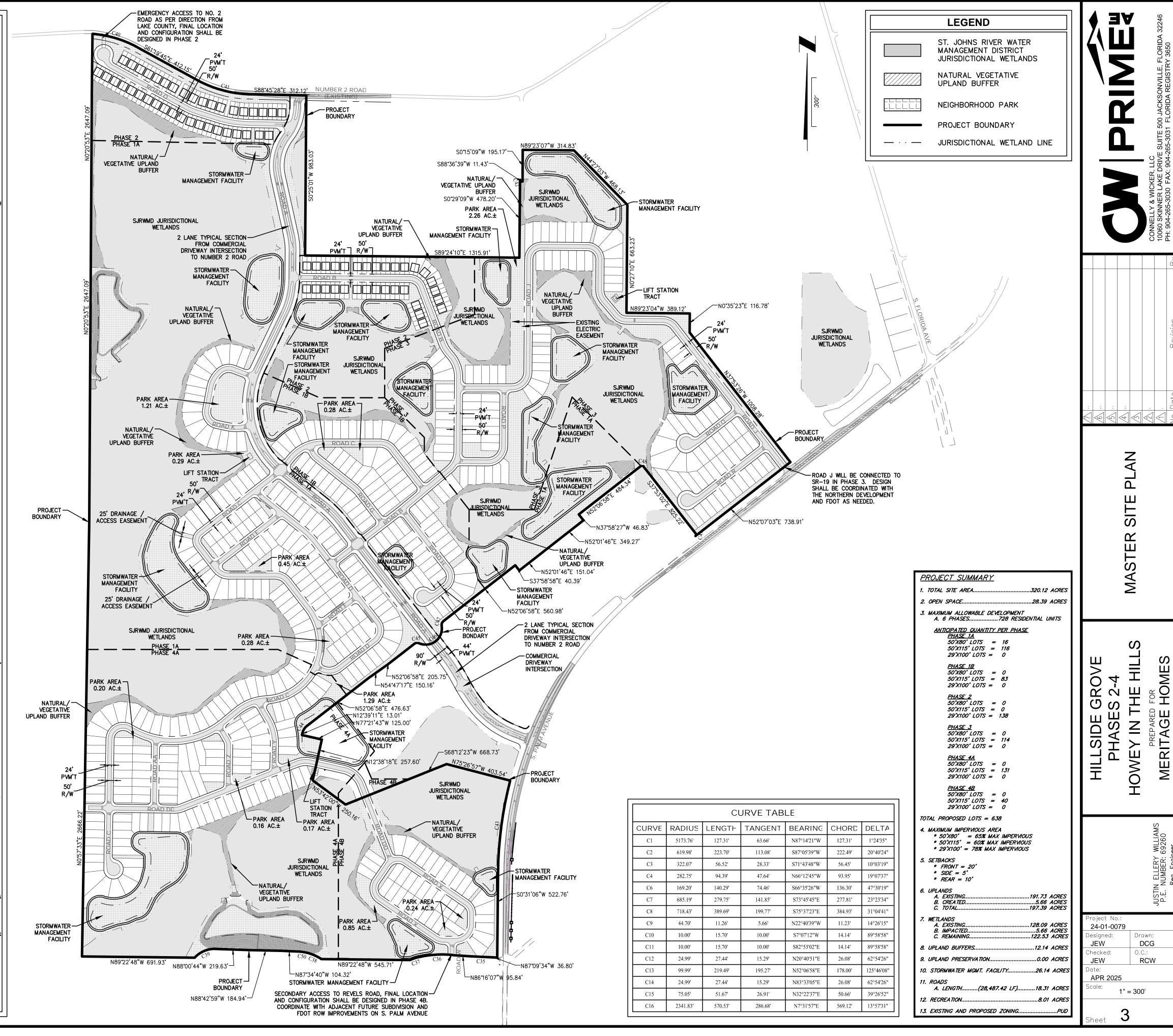
COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°21'35" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT—OF—WAY LINE OF STATE ROAD NO. 19 THENCE RUN NORTH 52°07'27" EAST ALONG SAID NORTHWESTERLY RIGHT—OF—WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 37°53'02" WEST, 1008.88 FEET; THENCE RUN NORTH 00°35'47" EAST, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH 89°24'13" EAST ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN NORTH 00°35'58" EAST ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN SOUTH 89°24'13" EAST ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN SOUTH 00°35'47" WEST, 709.10 FEET; THENCE RUN SOUTH 37°52'33" EAST, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT—OF—WAY LINE OF STATE ROAD NO. 19; THENCE RUN SOUTH 52°07'27" WEST ALONG SAID NORTHWESTERLY RIGHT—OF—WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PARCEL DESCRIBED AS THE TAYLOR MEMORIAL CEMETERY IN THAT QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1147, PAGE 1398, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2 (EASEMENT ESTATE):

TOGETHER WITH THOSE APPURTENANT EASEMENTS AS SET FORTH AND GRANTED BY EAGLES LANDING AT OCOEE, INC., A FLORIDA CORPORATION, TO HOWEY IN THE HILLS, A FLORIDA LIMITED PARTNERSHIP, IN THAT DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS, RECORDED NOVEMBER 10, 2005 IN OFFICIAL RECORDS BOOK 3003, PAGE 1377, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



October 8, 2025

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

RE: Hillside Grove - Access Connections to No. 2 Road

Dear Sean:

Per your request I have reviewed the proposed access connections to No. 2 Road for Hillside Grove The development proposes two access connections, one at its western corner and one at its eastern corner. The eastern access is the main boulevard connection.

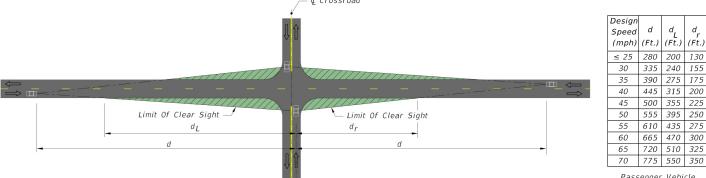
No. 2 Road is a county maintained road. Its functional classification is Rural Minor Collector. The posted speed limit is 45 MPH at the west end of the project and is 30 MPH at the east end.

Access Management

The county's minimum access management spacing for a 45 MPH road is 440 feet between connections. The proposed connection spacing is: 1,020 feet between Mission Rise's main boulevard and Hillside Grove's west access, 1,300 feet between Hillside Grove's east and west accesses, and 600 feet between Hillside Grove's east access and the CDC WWTP access road. Based on its functional classification, No. 2 Road is not subject to the county's access management requirements, however the proposed connections still exceed the spacing standards.

Intersection Sight Distance

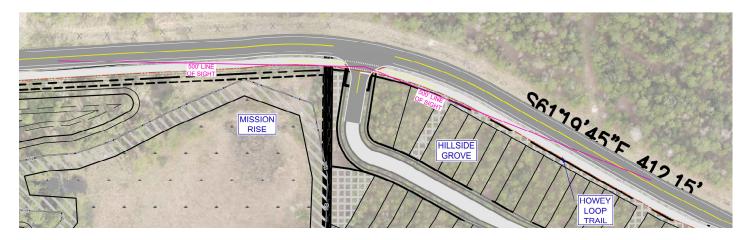
The FDOT Design Manual (2025) establishes intersection sight distance requirements. Shown below are the applicable criteria from the manual..



(Ft.)

155

The proposed west connection was evaluated for sight distance. The depiction below shows a built-out configuration. It includes lane widening for No. 2 Road and accommodation for the Howey Loop Trail. Right and left turn lanes were not included because the expected traffic at this location would not exceed Lake County's threshold for turn lanes (50 PM Peak Hour trips). This exhibit shows that a full access at the proposed location would meet FDOT criteria for intersection sight distance on a 45 MPH roadway.



Based on the above, it is my opinion that a full access connection could be built at the proposed location.

Should you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

Donald A. Griffey, P.E.



Date: October 13, 2025

To: Mayor and Town Council **From:** Sean O'Keefe, Town Manager

Re: Consideration and Approval: **Police Chief Hiring Ratification**

Objective:

To seek Council confirmation of Interim Police Chief Michael Giddens as the next Police Chief for the Town.

Summary:

Following the announced retirement of the former chief after 30 years of service (10 as chief), the Town initiated a formal process to select a new department head. The goal was to ensure continuity of public safety operations while reinforcing public trust in a transparent and professional appointment process. A public posting was issued for the Police Chief vacancy, with applications accepted through the Town's website as well as a statewide law enforcement recruitment platform. A professional interview panel was assembled to ensure external objectivity and to evaluate candidates based on qualifications, experience, leadership capabilities, and alignment with the organization. The panel was comprised of:

- Town Manager Sean O'Keefe
- 1
- Deputy Town Manager/Town Clerk John Brock
- Police Chief Steven Hunt from Lady Lake
- Police Chief Eric Pedersen from Mascotte
- Police Captain Jon Hall from Tavares
- Deputy City Manager Rob Hicks of Leesburg

Following comprehensive interviews with a number of strong candidates, the panel unanimously recommended the appointment of Interim Chief Michael Giddens, citing his responsibility for operational oversight, interagency collaboration, and officer development. His prior service with FDLE adds investigative and regional perspective to his leadership.

It is worth noting that the Town's current selection process reflects a significant increase in rigor and transparency compared to prior appointments. In 2015, the previous police chief was appointed through a non-posted, internal-only interview process involving a single candidate. By contrast, the 2025 process:

- Was publicly posted state-wide and open to all qualified applicants
- Involved a diverse panel of law enforcement professionals from outside the Town
- Applied consistent, structured evaluation criteria to all candidates
- Resulted in a unanimous decision by independent subject-matter experts

This ensures the process meets modern hiring standards for public safety leadership, enhances credibility, and supports the Council's commitment to accountability.

Fiscal Impact:

Compensation will fall within the established budget approved by Council for the current fiscal year.

Staff Recommendation:

Staff recommends that the Town Council confirm the hiring panel's unanimous selection of Interim Chief Michael Giddens as the new Police Chief, effective immediately.



October 8, 2025

To Whom It May Concern:

I am honored to write this letter of recommendation on behalf of Mr. Michael A. Giddens.

Over the past thirty (30) years, I, along with colleagues from the Lake County Sheriff's Office, have had the privilege of working closely with Mr. Giddens. Prior to his distinguished tenure with the Florida Department of Law Enforcement, he faithfully served the citizens of Lake County. Throughout his career, he has demonstrated a deep commitment to public service and has accumulated extensive experience in law enforcement. I am confident he would be a valuable asset to any team.

Mr. Giddens is known for his strong work ethic and unwavering moral character. He has consistently displayed professionalism, integrity, and dedication in every role he has undertaken.

Thank you for your time and consideration.

Sincerely,

Peyton C. Grinnell Sheriff of Lake County

PG/km



CITY OF KISSIMMEE POLICE DEPARTMENT

8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

Charles L. Broadway Chief of Police Kissimmee Police Department

October 9, 2025

To the Town of Howie in the Hills,

It is my honor to write this letter of reference in strong support of Michael Giddens for the position of Chief of Police for the Town of Howie in the Hills. I have had the privilege of knowing and working with Michael Giddens for more than 20 years in both a professional setting with the Florida Department of Law Enforcement as well as in personal capacities, and I can attest to his exceptional leadership, integrity, and unwavering commitment to public service.

Throughout his career, Michael has demonstrated exemplary dedication to the principles of community policing, transparency, and accountability. His ability to lead with fairness, foster trust within the department, and build meaningful relationships with the community has earned him the respect of colleagues and citizens alike.

I have no doubt that Michael Giddens will bring the same level of excellence, innovation, and integrity to the role of Chief of Police. He possesses the experience, temperament, and vision necessary to lead the Howie in the Hills Police Department with distinction.

Please feel free to contact me at 407.847.0176 or at charles.broadway@kissimmee.gov if you require any additional information. It would be a privilege to see Michael Giddens continue to serve the community in this important leadership role.

Sincerely, Charles L. Broadway

Charles Broadway





JOHN A. BATCHELOR SPECIAL AGENT SUPERVISOR 407-702-3092

OCTOBER 9, 2025

To Whom It May Concern:

My name is John A. Batchelor, long time friend and co-worker of Michael A. Giddens, whom I am proud to offer my support for and letter of recommendation.

I have known Michael A. Giddens for nearly 30 years both personally and professionally. I have worked alongside of him for most of our Law Enforcement careers. During this time, I have witnessed his dedication to excellence in personal and professional affairs through a strong work ethic and the utmost respect for others. Above all, he is a family-oriented person who has always conducted and presented himself with a polite demeanor and levelheadedness in judgement.

I have every assurance that he will excel as a leader, consistently upholding the core values of FDLE—Service, Integrity, Respect, and Quality—which he has exemplified not only during his tenure with the agency but throughout his distinguished law enforcement career.

John A. Batchelor

Thursday, October 9, 2025 at 6:36:05 PM Eastern Daylight Time

Subject: FW: Letter of Recommendation

Date: Thursday, October 9, 2025 at 6:35:57 PM Eastern Daylight Time

From: John Brock

From: Streeper, Leann R - Howey, FL < Leann.R.Streeper@usps.gov >

Sent: Thursday, October 9, 2025 11:27:56 AM **To:** Michael Giddens < mgiddens@howey.org>

Subject: Letter of Recommendation

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

To Whom It May Concern,

I am writing to recommend Michael Giddens for the position of Howey in the Hills, FL Police Chief. It is my belief that he would be an excellent choice for this position due to his outstanding performance in Howey. He has been an absolute help

to the community when we are in need. He has acted professionally and courteously in every situation presented to him. He follows procedure, including instruction from the Postal Inspectors, our law enforcement agency. He has my utmost respect for the job he does. He is an asset to this community and more than deserves this position.

Leann Streeper | Postmaster | United States Postal Service | Florida 2 District

105 S. Florida Ave; Howey, FL 34737-9998 | Phone (352) 324-2370 | |

⊠<u>leann.r.streeper@usps.gov</u>

Item 4.

October 8, 2025

To Whom It May Concern:

I am honored to write this letter of recommendation in strong support of Michael A. Giddens.

For more than twenty-five years, I have worked closely with Mr. Giddens during our respective tenures at both the Lake County Sheriff's Office and the Florida Department of Law Enforcement. I personally witnessed his steadfast commitment to the citizens of Lake County and Central Florida. For instance, in his role as Special Agent Supervisor he led highly effective teams and displayed sound decision making in both tactical and strategic situations.

I had the privilege of being Mr. Giddens's direct supervisor at the end of his tenure with FDLE. His experience and leadership were constant assets to our team. In fact, his efforts were recognized at both the regional and statewide levels for his work in executive protection with the Executive Office of the Governor. Beyond his skills, his high moral character was evident in his consistent integrity and professionalism, even in the most challenging circumstances.

As a long-term resident of Howey-in-the-Hills, I have also observed his continued positive impact on our community. I look forward to his continued leadership and positive contributions.

Michael Giddens is an exceptional and dedicated public servant. He has my enthusiastic and unqualified recommendation. Thank you for your consideration.

Sincerely,

Jason Cook

Chief of Investigations (Retired)

FDLE - Orlando Region

Thursday, October 9, 2025 at 6:39:25 PM Eastern Daylight Time

Subject: FW: Mike Giddens for Police Chief / Letter of Recommendation

Date: Thursday, October 9, 2025 at 6:39:07 PM Eastern Daylight Time

From: John Brock
Attachments: image001.jpg

From: Debbie Tubbs <debbietubbs1@outlook.com>

Sent: Wednesday, October 8, 2025 8:42 PM **To:** Michael Giddens < mgiddens@howey.org

Subject: Mike Giddens for Police Chief / Letter of Recommendation

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

My name is Debbie Tubbs, my husband, Roland and I have lived in Howey in the Hills for over 20 years. We LOVE our little town.

I had a medical emergency last November, Roland was 70 miles away at work... his first thought was to call Howey Police and get to me. Mike was at our house within minutes.... Along with his team...

My life was saved, Thanks to Mike. Words of appreciation and unwavering dedication and selfless service in keeping Howey safe, I am expressing gratitude for his brave efforts and kindness during a difficult situation. Mike called Roland to check on me several times... When I came home from the hospital Mike and I met.... I met my Hero!

It takes a special kind of person to serve in law enforcement....

Roland and I know for sure.... with ALL his years of experience, Mike Giddens will be our next Chief of Police in Howey!

Thank you,

Roland and Debbie Tubbs



Commissioner Anthony Sabatini

Lake County Commission (FL) District #1

Lake County Administration Building 315 W. Main St. Tavares, FL 32778 Phone: 352-455-2928 Anthony.Sabatini@LakeCountyFL.gov

VIA ELECTRONIC MAIL

October 10, 2025.

Town Council 101 N Palm Ave Howey-In-The-Hills, FL 34737

RE: Recommendation of Lieutenant Mike Giddens

Dear Town Council:

It is my privilege to recommend Lieutenant Mike Giddens for the position of Chief of Police. Over the years, I have had the opportunity to observe Lieutenant Giddens career closely, and I can attest to his unwavering dedication, professionalism, and integrity in law enforcement.

Lieutenant Chief Giddens has consistently demonstrated a tireless work ethic. I can personally attest that he, for 6 months, worked a fraud case in which a career criminal who embezzled tens of thousands of dollars from JB Boondocks Restaurant, was finally apprehended and jailed. Due to the excellent police work and countless hours of Lieutenant Giddens, the criminal was finally caught and is currently facing many years in state prison. Without his exceptional police work and diligence, the criminal would still be on the streets.

As a former member of the Criminal Justice Sub-Committee in the Florida House of Representatives, I've set policy for the thousands of law enforcement officers in the great State of Florida. I can tell you firsthand, LT Giddens is of the hardest working and most dedicated officers in the state. Lieutenant Giddens embodies the very qualities one should expect from a Chief of Police—integrity, experience, and a deep sense of duty. I have no doubt that he will bring honor and excellence to the position.

Respectfully,

Commissioner Anthony Sabatini Lake County Commission (FL) District #1 Phone: 352-455-2928

Anthony.Sabatini@LakeCountyFL.gov

CC:

Interim Chief of Police Mike Giddens Mgiddens@howey.org



Florida House of Representatives

Representative Nan Cobb

District 26

District Office: 343 N. Bay Street Suite 204 Eustis, FL 32726 Tallahassee Office: 1401 The Capitol 402 South Monroe Street Tallahassee, FL 32399 (850) 717-5026

September 30, 2025

Chief Michael Giddens

Howey-in-the-Hills Police Department 111 N. Palm Avenue Howey-in-the-Hills, FL 34737

Dear Chief Giddens,

Congratulations on your appointment as Chief of Police for the Howey-in-the-Hills Police Department!

This significant achievement is a true reflection of your exceptional leadership, dedication to public service, and unwavering commitment to the safety and well-being of the community. Your professionalism and integrity have clearly earned the respect of your colleagues and the trust of those you serve.

As you step into this vital role, I have every confidence that you will lead with strength, vision, and a deep sense of purpose. The Town of Howey-in-the-Hills is fortunate to have a leader of your caliber at the helm.

Wishing you continued success as you take on this important responsibility. Congratulations once again on this well-deserved promotion.

With great respect,

State Representative Nan Cobb

Florida District 26



Date: October 13, 2025

To: Mayor and Town Council

From: Sean O'Keefe, Town Manager

Re: Consideration and Approval: **Number Two Road Dedication**

Objective:

To seek Town Council acceptance of the County proposal to transfer part of Number Two Road to the Town.

Summary:

The attached Road Transfer Agreement formalizes the transfer of jurisdiction, ownership interest, operation, and maintenance responsibilities for a specific segment of Number Two Road from Silverwood Lane to State Road 19, from Lake County to the Town of Howey-in-the-Hills. This transfer facilitates planned and ongoing development within the Town's jurisdiction and allows for improved coordination in local infrastructure and roadway planning.

This transfer is authorized under Florida Statutes Sections 163.01 and 335.0415, which allow intergovernmental agreements and jurisdictional transfers of public roads between local governments. The agreement and supporting affidavit will be recorded in public records to reflect the change in responsibility.

Fiscal Impact:

The assuming of ownership and maintenance responsibilities by the Town will have long-term fiscal implications related to roadway upkeep, repair, and capital planning, however, no immediate financial obligation is created through this agreement.

Staff Recommendation:

Staff recommends approval of the Road Transfer Agreement between the Town of Howey-in-the-Hills and Lake County for the portion of Number Two Road from Silverwood Lane to State Road 19.

ROAD TRANSFER AGREEMENT (Portion of Number Two Road (3024) from Silverwood Ln to SR 19)

THIS IS A ROAD TRANSFER AGREEMENT ("Agreement") by and between Lake County, Florida, a political subdivision of the State of Florida ("County") and the Town of Howey-in-the-Hills, a municipal corporation pursuant to the Laws of Florida, ("Town"), collectively the "parties," regarding the transfer of jurisdiction and maintenance of a portion of Number Two Road (3024) from Silverwood Lane to State Road 19.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Number Two Road is a County-maintained paved road in the Howey-inthe-Hills area which the County owns right-of-way along this road via maintenance map in some areas, and therefore the width of the right-of-way varies along the length; and

WHEREAS, the County and the Town desire to transfer jurisdiction of the portion of Number Two Road (3024) from Silverwood Lane to State Road 19 (as depicted in **Exhibit A**, attached hereto and incorporated herein) from the County to the Town, to facilitate development occurring within the Town; and

WHEREAS, the County and the Town agree that entry of this Agreement between them benefits residents of both jurisdictions and is in the best interests of the public health, safety and welfare of all residents of Lake County.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. <u>Legal Findings of Fact.</u> The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. County Obligations.

A. In accordance with Section 335.0415, Florida Statutes, the County transfers to the Town any and all jurisdiction, ownership interest, operation and maintenance

responsibilities that the County may have in the portion of Number Two Road and related right of way, comprised of an asphalt County-maintained road, from Silverwood Lane to State Road 19, as depicted in **Exhibit A**, attached hereto and incorporated herein.

3. Town Obligations.

- A. As of the Effective Date, the Town accepts any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the portion of Number Two Road and related right of way, comprised of an asphalt County-maintained road, from Silverwood Lane to State Road 19.
- B. The County will record an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, which shall be in substantially similar form to the Affidavit attached hereto and incorporated herein as **Exhibit B**, reflecting the effective date of the ownership and maintenance transfer. Town will cooperate fully to execute this Affidavit and with any requests of County related to this Affidavit or such further transfer documents that County may deem necessary to effectuate this transfer.
- **4. Termination.** This Agreement cannot be terminated unless mutually agreed upon by the parties in writing.
- 5. Modifications. 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. Notices.** 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

Lake CountyTown of Howey-in-the-HillsCounty ManagerTown ManagerP.O. Box 7800101 North Palm AvenueTavares, Florida 32778Howey-in-the-Hills, FL 34737

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, the other party in a manner designated for the filing of notice hereunder.
- 7. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.
- **8. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.
- 9. Effective Date. This Agreement shall become effective upon the date the last party hereto executes it. The Effective Date of this Agreement shall be the effective date of the transfer.
- 10. Exhibits. This Agreement includes the following exhibits, all of which are incorporated in this Agreement as essential and material terms

Exhibit ALocation of Segment
Exhibit BAffidavit Affecting Real Property

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed and entered this agreement on the dates under each signature.

	TOWN OF HOWEY-IN-THE-HILLS, FLORIDA	
	Graham Wells, Mayor	
	This day of	, 2025
ATTEST:		
John Brock, Town Clerk		
Approved as to form and legality:		
Tom Wilkes, Esq., Town Attorney		

LAKE COUNTY, FLORIDA by and through its BOARD OF COUNTY COMMISSIONERS

	Leslie C	ampione, Chairman	
ATTEST:	This	day of	, 2025.
Gary J. Cooney, Clerk Board of County Commissioners of Lake County, Florida			
Approved as to form and legality:			
Melanie Marsh County Attorney			

EXHIBIT A Location of Segment to be Transferred

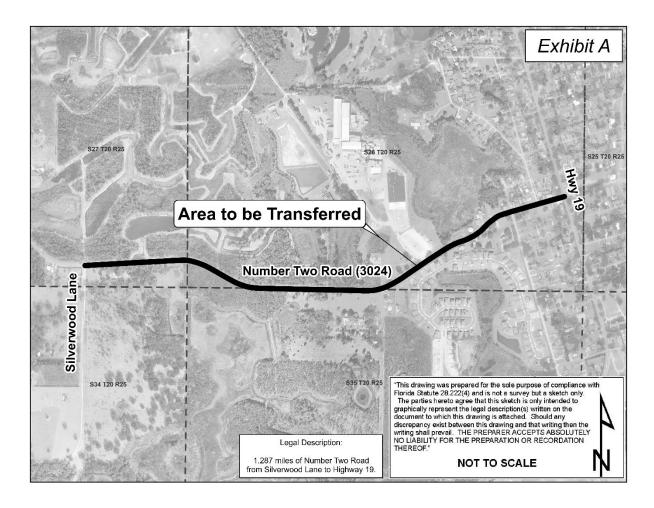


EXHIBIT B: AFFIDAVIT AFFECTING REAL PROPERTY {Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, SEAN O'KEEFE, as Town Manager for the Town of Howey-in-the-Hills, 101 North Palm Avenue, Howey-in-the-Hills, Florida, 34737, who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which

1.	an interest in real property is assigned to t	y pursuant to Section 695.26, Florida Statutes, by which the Town of Howey-in-the-Hills, Florida ("Town") via tetween Lake County, Florida and Town of Howey-in-).	
2.	As of(date), the Effective Date as defined in the Interlocal Agreement, any and al jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the portion of Number Two Road and related right of way, comprised of an asphalt County maintained road, from Silverwood Lane to State Road 19, were transferred to the Town.		
3.	assigns, are fully responsible for the mainted of way, that the County has assigned all r	e notice to third parties that the Town, its successors and enance of the herein described roadway and related right responsibilities to the Town, its successors and assigns Agreement incorporated herein by reference.	
	FURTHER AFFIANT SAYETH NOT.		
		Sean O'Keefe, Town Manager Town of Howey-in-the-Hills	
	E OF FLORIDA ITY OF LAKE		
the Tov		fore me by means of □ physical presence or □ online , 2025, by Sean O'Keefe, as Town Manager for known to me or produced	
		Notary Public - State of Florida Printed Name:	



October 09, 2025

Prepared for Town of Howey-in-the-Hills Attn: Sean O'Keefe, Town Manager



Land Development Code Amendment-Elevation Approval Process

Applicant: Town initiated

The practice of approving architectural elevations has been the responsibility of the Planning and Zoning Board. Upon review of some recent projects that will be coming forward for review, it appears that the Land Development Code does not delegate this review to the Planning and Zoning Board.

Neither Chapter 2 of the Land Development Code, which defines the responsibilities of the Board, nor Chapter 4, which discusses the processes for architectural elevation submittal and review identify that review and approval of architectural elevations is to be done by the Planning and Zoning Board.

Staff seeks direction from Town Council, if they would like to continue having the Planning and Zoning Board review and approve architectural elevations, or if the Board should be a recommending body to the Town Council for final action.

Following direction from Town Council, staff will prepare an amendment to the Land Development Code that clarifies the architectural elevation review and approval process accordingly.



Date: October 13, 2025

To: Mayor and Town Council
From: Sean O'Keefe, Town Manager

Re: Consideration and Approval: Parking Space Agreement

Objective:

To approve a Downtown Parking Fee Agreement allowing the Developer of 101 S. Palm Avenue to satisfy required parking obligations through a financial contribution to the Town's public parking fund in lieu of providing all spaces on-site.

Summary:

The Developer, INFUSION RE LLC, has proposed to open a pancake restaurant at 101 S. Palm Avenue in an existing retail building. Based on Town Land Development Code requirements, the proposed project is required to provide 23 parking spaces. However, the Subject Property can only accommodate five (5) on-site parking spaces.

To address the deficiency of 18 parking spaces, the Developer has requested approval to pay into the Town's public parking fund in lieu of providing the additional spaces on-site, as allowed under Section 8.04.07 of the Land Development Code. This payment supports the Town's public parking infrastructure in the Town Center Overlay and encourages redevelopment while acknowledging the spatial limitations of infill properties.

Fiscal Impact:

The agreement would generate \$90,000 in dedicated funds to the Town's public parking fund, to be used for future infrastructure and parking improvements in the Town Center Overlay.

Staff Recommendation:

Staff recommends approval of the Downtown Parking Fee Agreement for 101 S. Palm Avenue.

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Town of Howey-in-the-Hills 101 N. Palm Avenue Howey-in-the-Hills, FL 34737

Parcel Identification # 26-20-25-0100-D01-00100

101 S. PALM AVENUE DOWNTOWN PARKING FEE AGREEMENT

THIS DOWNTOWN PARKING FEE AGREEMENT, hereinafter referred to as the "Agreement," is made this ____ day of _____, 2025, by and between the TOWN OF HOWEY-IN-THE-HILLS, a Florida municipality, hereinafter referred to as the "Town"; and INFUSION RE LLC, 1600 Edgewater Drive, Orlando, Florida 32804-4414 hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Developer owns fee simple title to that certain real property located at 101 S. Palm Avenue, Howey-in-the-Hills, Lake County, Florida, having Lake County Tax Parcel Identification #26-20-25-0100-D01-00100 and the legal description of which is described in the warranty deed to the Developer dated April 30, 2025 recorded at Official Records Instrument #2025052963, Public Records of Lake County, Florida (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Developer is opening a pancake restaurant in an existing retail building on the Subject Property (the "Project"); and

WHEREAS, the proposed Project requires the need for 23 parking spaces under the Town Land Development Code, however, the Project will only provide five (5) onsite parking spaces; and

WHEREAS, Developer acknowledges that there are inadequate parking facilities to adequately serve the Project and, therefore, the Developer will need to secure eighteen (18) offsite parking spaces in order to develop the Project and to comply with the Town Land Development Code; and

WHEREAS, in order to encourage development in the Town Center Overlay, the Land Development Code, Section 8.04.07 allows new and expanding business within the Town Center Overlay to pay into a public parking fund an amount for each parking space needed to offset deficiencies in required on-site parking spaces for private development and such funds would be used by the Town to provide general public parking in the downtown area; and

WHEREAS, in light of the foregoing, the Developer is willing to pay a proportionate fair-share of the cost of planning, designing, permitting, constructing and maintaining public parking facilities in the Town Center Overlay for use by the general public in exchange for the

ability to develop the Project without providing all the onsite parking facilities required under the Town's code.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Town agree as set forth herein.

- 1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Agreement. Any and all exhibits referred to in this Agreement are incorporated herein as material provisions of this Agreement.
- 2. **Parking Facilities.** As indicated in Exhibit "A", five (5) parking spaces will be provided onsite with secured wheel stops delineating each space and preventing parked vehicles from encroaching into the public sidewalk. The parking lot will be stabilized gravel, which will help with managing stormwater runoff by not adding impervious surface. Loading/unloading will be from the paved alley access to the rear of the property. In order to support the development of the Subject Property and the Project, it is necessary for the Developer to provide an additional eighteen (18) parking spaces that cannot be accommodated on the Subject Property. In lieu of providing the onsite parking spaces that the Project is deficient, pursuant to Section 8.04.07 of the Land Development Code, the Developer shall pay into the Town's public parking fund the sum of NINETY THOUSAND DOLLARS (\$90,000.00) (herein the "Parking Fee"). The Parking Fee represents the payment of \$5,000.00 for each of the 18 parking spaces that cannot be accommodated on the Subject Property. Payment shall be made by the Developer no later than
- 3. <u>Proportionate Impacts</u>. The Developer acknowledges and agrees that the Parking Fee is proportionate to the impacts of the development of the Project and Subject Property on public parking facilities, and that the public parking facilities acquired, constructed and maintained through the Town's use of the Parking Fee and other funds provide a direct benefit to the Subject Property and the Project.
- 4. Parking Spaces. The Parking Fee is being paid in accordance with terms and conditions of the Town's Land Development Code. The Parking Fee does not in any way create any right, title, interest, easement, or entitlement to use, occupy or control any parking spaces. No parking spaces owned or controlled by the Town will be kept available for use by the Subject Property and Developer and its successors and assigns due to its Parking Fee payment, and all parking spaces owned or controlled by the Town will remain available for use by the public, businesses, property owners and others subject to the rules and ordinances of the Town, provided that the Town Manager may reserve any or all of the parking spaces for emergency, law enforcement, and municipal service purposes, as well as special events and activities. A change in the intensity of uses in the building on the Subject Property or an expansion of such building may trigger the requirement for additional parking spaces under the Town's Code, for which Developer and its successors and assigns shall be required to provide.

7. **Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the Town and Developer at the following addresses or at such other addresses designated in writing by the party to receive notice:

Town: Sean O'Keefe, Town Manager

Howey-in-the-Hills 101 N. Palm Avenue

Howey-in-the-Hills, Florida 34737

With a copy to: [TOWN ATTORNEY]

Developer: INFUSION RE LLC

1600 Edgewater Drive

Orlando, Florida 32804-4414

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

- 8. <u>Lien.</u> Any amounts that become due and owing under this Agreement shall accrue interest of twelve percent (12%) per annum and such principal amounts plus interest owed shall constitute a lien against the Subject Property, which may be foreclosed in accordance with the procedures established in Section 702.10, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. For priority purposes, such lien provided in this Agreement shall be relate back in time to the recording of this Agreement, except that it shall be subordinate any first mortgage upon the Property securing the Addition's financing, inclusive of any refinancing thereof (collectively, "Senior Debt"). Except for the Senior Debt, this Agreement and the lien thereunder shall be superior in priority to any and all other mortgages, liens, and encumbrances on the Subject Property and superior in priority to all equity interest in the Subject Property.
- 9. <u>Attorney's Fees</u>. In the event the Town brings any lawsuit against the Developer or its successors and assigns for failure to pay any sum owed to the Town arising out of or from this Agreement, each party shall bear its own attorney's fees and costs.
- 10. <u>Binding Effect and Successors</u>. This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors and assigns of all parties to this Agreement. When used herein, the term "Developer" shall also include successors and assigns in interest.
- 11. <u>Authority.</u> Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this

Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall run with the Subject Property and the rights and obligations under this Agreement shall benefit, burden and be binding upon the parties hereto and their successors in interest and assigns.

Furthermore, Developer represents and warrants to Town that Developer is the sole owner of the Subject Property, in fee simple, free and clear of any encumbrances, including but not limited to mortgages, liens or easements or, in the event an encumbrance exists, Developer, at Developer's sole cost shall obtain the necessary joinders and consents and subordinations to this Agreement or releases from the appropriate parties with an interest in the Subject Property. Developer shall provide to Town, certified surveys, title reports or other documents evidencing said ownership interest when requested by the Town.

- 12. **Effective Date.** This Agreement shall become effective upon execution by all parties.
- 13. <u>Amendment.</u> This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the Town and the Developer.
- 14. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Lake County, Florida. The Town shall record this Agreement in the Lake County Public Records with the cost thereof to be borne by the Developer.
- 15. <u>Informed Execution</u>. This Agreement is entered into voluntarily by the Developer without duress and after full review, evaluation and consideration by the Developer. Developer is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.
- 16. <u>Time is of the Essence</u>. Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.
- 17. <u>Captions</u>. The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

AGREED b	y the Town	of Howey-in-the-Hills,	Florida,	a Florida	municipality	and
Developer on this _	day of	, 2025.				

	"TOWN"
Print Name:Witness	TOWN OF HOWEY-IN-THE-HILLS, FLORIDA
Print Name: Witness	By: Graham Wells , Mayor
	"DEVELOPER" INFUSION RE LLC
Print Name:Witness	By: Its Manager, TBDTR, LLC
Print Name:Witness	By: Clayton Cowherd, Manager
	By: Brad Cowherd, Manager
	nd acknowledged before me by physical presence this
manager of INFUSION RE LLC. They	wherd and Brad Cowherd, as Managers of TBDTR, LLC as (check one) are personally known to me, or have as identification.
	Notary Public, State and County Aforesaid Name: My Commission Expires: My Commission Number is:

5



MEMO

To: Town Council

CC:

From: John Brock, Deputy Town Manager / Town Clerk

RE: September 2025 Month-End Town Hall Report

Date: 10/13/2025

Utility Billing:

Top Utility Bill Bad Debt for September 2025

account	last_ payment_ amount	last_ payment_ date	comments	current_ balance	past_due _amount	service_address
0285-00	\$310.31	8/2/23	Disconnected for non-payment. Water meter is locked. House is empty. Liened. Estate - owner deceased.	\$1,546.04	\$1,488.53	504 Mission Lane
0310-00	\$100.00	8/27/24	Disconnected for non-payment. Water meter is locked. Home is empty Liened . Estate - owner deceased.	\$1,227.95	\$1,170.44	307 E Orchid Way
0541-00	\$50.00	7/2/256	Disconnected for non-payment. Partial payments being made. Water meter is locked. House is empty. Liened. Estate - owner deceased.	\$856.29	\$798.78	503 Camino Real Blvd
1466-00	\$200.17	9/8/25	Disconnected for non-payment - will lien if payment is not received	\$331.76	\$140.88	1227 Lido Dr - Potable
0625-00	\$129.28	7/31/25	Disconnected for non-payment - will lien if payment is not received	\$215.15	\$79.28	23 Camino Real - Potable

Building Permits:

PERMITS	TOTAL Q1	TOTAL Q2	TOTAL Q3	July 25	August 25	Sept 24	TOTAL Q4
Independent - SFR	0	0	3	0	0	0	0
Bldg Com. (Sign)	1	1	0	0	0	0	0
Building	5	0	4	5	0	0	5
Building Commercial	0	0	0	0	6	3	9
Electrical	8	5	2	4	2	0	6
Fence / Landscaping / Driveway	6	8	12	0	0	2	2
Gas	3	2	1	0	0	0	0
HVAC / Mechanical	7	8	9	2	2	3	7
Plumbing	2	1	2	0	0	0	0
Pool/Decks/Hottubs	5	4	3	1	1	1	3
Re-Roof	15	9	11	1	3	3	7
Screen Enclosure	2	4	3	2	1	2	5
Shed or Workshop	6	1	3	0	0	0	0
Solar	3	0	3	1	2	2	5
Other Permits	0	0	4	2	2	1	5
Windows / Doors	6	3	7	2	2	2	6
Monthly Totals	69	46	67	20	21	19	60
Monthly Permit Amount	\$38,654.05	\$34,549.74	\$93,977.38	\$21,267.34	\$361,599.62	\$40,681.51	\$423,548.47
CO: Venezia Townhome	11	0	0	0	0	0	0
CO:Independent - SFR	0	0	0	0	0	1	0

Activity Log Event Summary (Totals)

Howey-in-the-Hills PD (09/01/2025 - 09/30/2025)

<no event="" specified="" type=""></no>	3	Abandoned 911	9
Abandoned Vehicle	1	Alarm Activation	4
Animal Complaint	2	Anti-Social Behavior	35
Assault & Battery	2	Assist other Agency- Alarms	1
Assist other Agency- Back-up	6	Assist other Agency- Child Services	1
Assist other Agency- In Progress calls	4	Assist other Agency- Medical Call	1
Assist other Agency- Other	7	Assist other Agency- Traffic	1
Attempt to Contact	2	Baker Act	1
Baker Act-Juvenile	1	Be on the look-out- BOLO	1
Burglary - Residence	1	Case Follow-Up	5
Child Neglect-Abuse	1	Citizen Assist	2
Civil Complaint-Legal Advice	9	Disabled Vehicle (DAV)	4
Disturbance	1	Disturbance - Domestic	1
Found / Lost Property	1	Funeral Escort	1
Golf Cart Registration	2	Juvenile Complaint	1
Noise Complaint	1	Patrol	290
Patrol-Busines	1	Patrol-School	93
Property Check SRO	58	Property Check-Boat Ramp	11
Property Check-Business	75	Property Check-Residence	10
Property Check-Schools/Govt. Bldg.	63	Property Check-Town Property	134
Property Damage	1	Public Relations	14
Reckless Driver	2	Road Hazard	1
School Threat	1	Security Check Request	7
Sex Offense	1	Shooting - Weapons Complaint	1
Sick/Injured Person	10	Solicitor Complaint	2
Suspicious Incident	3	Suspicious Person	2
Suspicious Vehicle	3	Theft - Grand/Petit	1
Traffic Control	1	Traffic Crash	5
Traffic Stop-Civil Citation	25	Traffic Stop-Criminal Citation	1
Traffic Stop-warning	73	Traffic Watch	52
VIN Verification	2	Well Being Check	3

Total Number Of Events: 1,058

Date: 10/02/2025 -- Time: 16:55

Item 10.



Town Council Closed Monthly Case Report

09/01/2025 - 09/30/2025

Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	118 E MAGNOLIA AVE	Overgrowth	Property Maintenance	9/5/2025	9/15/2025
Closed	106 S PALM AVE	Overgrowth	Property Maintenance	9/4/2025	9/23/2025
Closed	104 S PALM AVE	Overgrowth	Property Maintenance	9/4/2025	9/23/2025
Closed	138 E CENTRAL AVE	Signage	Zoning Chapter 5	9/3/2025	9/30/2025
Closed	1205 LIDO DR	Junk Vehicle	Property Maintenance	9/2/2025	9/8/2025
Closed	502 S DIXIE DR	Overgrowth	Property Maintenance	8/21/2025	9/2/2025
Closed	468 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required tree		9/12/2022	9/2/2025
Closed	515 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	9/12/2022	9/2/2025
Closed	516 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	9/12/2022	9/2/2025
Closed	524 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	9/12/2022	9/15/2025
Closed	516 AVILA PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	9/2/2022	9/2/2025

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Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	722 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/3/2025
Closed	721 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/2/2025
Closed	718 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/3/2025
Closed	719 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/2/2025
Closed	715 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/3/2025
Closed	714 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/3/2025
Closed	711 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/3/2025
Closed	710 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	708 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025

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Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	702 CALABRIA WAY HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	402 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	412 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	416 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	420 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	428 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	451 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/15/2025
Closed	460 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	464 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025

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Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	471 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/15/2025
Closed	480 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	487 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	492 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	496 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	500 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	520 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	523 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	532 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025

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Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	537 BELLISSIMO PL HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	303 TERRACOTTA TER HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/10/2025
Closed	305 TERRACOTTA TER HOWEY IN THE HILLS FL 34737	required landscape	Zoning Chapter 7	8/29/2022	9/2/2025
Closed	236 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/11/2022	9/3/2025
Closed	229 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/11/2022	9/2/2025
Closed	225 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/10/2022	9/2/2025
Closed	223 MESSINA PL HOWEY IN THE HILLS FL 34737		Zoning Chapter 7	8/10/2022	9/3/2025
Closed	221 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/10/2022	9/2/2025
Closed	218 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/10/2022	9/2/2025
Closed	212 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree		8/10/2022	9/2/2025
Closed	210 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/10/2022	9/2/2025

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Main Status	Parcel Address	Violation Type	Violation Type	Case Date	Date Closed
Closed	207 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/10/2022	9/2/2025
Closed	206 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/10/2022	9/3/2025
Closed	204 MESSINA PL HOWEY IN THE HILLS FL 34737	required tree	Zoning Chapter 7	8/10/2022	9/15/2025

Total Records: 52 10/1/2025

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Item 10.



Town Council Open Monthly Case Report

09/01/2025 - 09/30/2025

Case Date	Parcel Address	Violation Type	Violation Type	Main Status	Date Closed
9/18/2025	113 E MYRTLE ST	No Permits	Permits	Open	
9/17/2025	104 E MAGNOLIA AVE	Temporary Carport	Zoning Chapter 5	Open	
9/16/2025	206 W CENTRAL AVE	Junk Car	Property Maintenance	Open	
9/16/2025	BELLISSIMO PL	Overgrowth	Property Maintenance	Open	
9/15/2025	524 BELLISSIMO PL	No Permit	Zoning Chapter 2	Open	
9/9/2025	520 BELLISSIMO PL	No Permit	Permits	Open	
9/5/2025	118 E MAGNOLIA AVE	Overgrowth	Property Maintenance	Closed	9/15/2025
9/4/2025	106 S PALM AVE	Overgrowth	Property Maintenance	Closed	9/23/2025
9/4/2025	104 S PALM AVE	Overgrowth	Property Maintenance	Closed	9/23/2025
9/4/2025	S PALM AVE	Overgrowth (R-O-W)	Property Maintenance	Closed	
9/3/2025	138 E CENTRAL AVE	Signage	Zoning Chapter 5	Closed	9/30/2025
9/3/2025	710 N PALM AVE	Parking	Parking	Open	
9/2/2025	1205 LIDO DR	Junk Vehicle	Property Maintenance	Closed	9/8/2025

Total Records: 13 10/1/2025

Page: 1 of 1



Lake County Fire Rescue 315 W. Main Street Tavares, FL 32778

Howey Monthly Report

Report Dates: September 01 2025 to September 30 2025



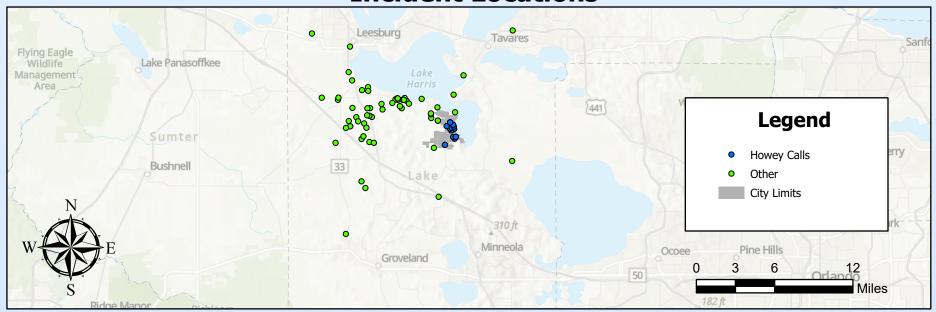
Summary of incident types	s outside m	nunicipality
GAS LEAK/GAS ODOR	1	
SERVICE CALL	5	
FALLS	11	
HEMORRHAGE/LACERATIONS	1	
ALARMS	5	
VEHICLE FIRE	2	
STROKE	2	
MOTOR VEHICLE COLLISION	4	
ABDOMINAL PAIN	1	
_MEDICAL	6	
CHEST PAIN	5	
BREATHING PROBLEMS	1	
UNKNOWN PROBLEM	1	
CARDIAC ARREST	1	
SICK PERSON	6	
BACK PAIN	1	
LIGHTNING STRIKE	1	
HEART PROBLEMS	3	
STRUCTURE FIRE	1	
AIRCRAFT EMERGENCY	1	
SEIZURES	1	
UNCONSCIOUS/FAINTING	6	
TRAUMATIC INJURIES	1	
SCENESAFETYALERT	1	
OUTSIDE FIRE	2	
DIABETIC PROBLEMS	1	

TOTAL CALLS FOR SERVICE: 21 TOTAL CALLS FOR SERVICE: 71

INCIDENT SUMMARY DETAILS	DISPATCHED	CANCELLED	ON SCENE
TOWN OF HOWEY	21	0	21
ALL OTHER AREAS	71	25	46

HIGH ACUITY CALLS	DISPATCHED	AVERAGE	90th PERCENTILE
TOWN OF HOWEY	1	11:04	11:04
ALL OTHER AREAS	1	6:05	6:05

Incident Locations





Public Works

September 2025 – Monthly Report

Activity	Location/ Address	Notes
Road Maintenance /	E. Gardenia St.	Road reconstruction project on E. Gardenia Street.
Potholes	N. Citrus Ave	Road reconstruction project started on N. Citrus Ave.
Stormwater/Drainage	N. Lakeshore Blvd	Stormwater Project will start October 1, 2025
Street Signs	E. Oak Street at SR 19	Installed stop sign and new post
Sidewalk Maintenance/Repair Building Maintenance	E. Gardenia St. & SR 19	The sidewalk at E. Gardenia St & SR 19 will be replaced during the road reconstruction project. ADA ramp will be added.
Grounds Maintenance	Blevins Park Central Park Griffin Park Town Hall Town Hall/Library/PD Sara Maude Mason Nature Preserve N. & S. Lakeshore Blvd	Ground Maintenance Swing set area and Playground area maintenance Swing set area and Playground area maintenance; removed playground equipment Water Fountain maintenance Landscape maintenance – weeding Weekly cleanup maintenance (leaves and litter) Filled drop-offs along the lakeshore—dirt and lime rock mix.
Tree Trimming/Tree Removal/Stump Removal		
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	In Field Lots	0 – Pre-Slab Grading Inspection
Landscape/Irrigation Inspections Sidewalk Inspections Final Grade Inspections	Talichet	0 – Final Lot Grade Inspections
Lot Grading Plan Reviews Landscape/Irrigation Plan Reviews	In Field Lots	0 – Lot Grading Plan/Landscape/Irrigation Reviews 3 – Lot Grading Plan Reviews
Pool Inspections	In Field Lots	1 – Pre Grade Inspections 0 – Final Lot Grade Inspections
Driveway Inspections	In Field Lots	1 – Driveway Inspection
Infrastructure Inspections	Hillside Groves Howey Storage Lake Hills	Stringline Subbase Inspections, Erosion Control Inspection Erosion Control Inspection Erosion Control Inspection

Additional Updates:

• LCWA Stormwater Grant Update:

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

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

- RCM Utilities has ordered both bypass pump, awaiting delivery date.

N. Citrus Avenue Update:

- PagCo Paving has started the Road Reconstruction Project, estimated 120 days project time.

E. Gardenia Street Update:

- PagCo paving has finished the paving and will be installing roadside swales.

• Talichet Lift Station Update:

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

• WTP #3 Update:

- The contract was awarded to RCM Utilities by the Town Council.
- Town Attorneys have finished the contract agreement; the engineer is preparing all the construction and bidding documents to have RCM Utilities sign the contract agreement.



Public Utilities September 2025– Monthly Report

Activity	Location/ Address	Notes
Service orders	Throughout Town	33 service orders
Utility locates	Throughout Town	79 utility locates.



Parks and Recreation Board Monthly Report September 2025

At the September 11, 2025, Parks and Recreation Advisory Board meeting for the Town of Howey-in-the-Hills, board members reviewed the condition of several parks. Central Park was reported to be in good condition with the exception of some playground border leveling, while Sara Maude Mason Park was also in good condition aside from a few areas needing weed control. Blevins Park was noted to be in good shape, and Griffin Park required some attention due to weeds and the recent removal of its playground for liability reasons. Staff updates also included plans to paint the Cemetery Mausoleum.

In new business, the board discussed several projects and upcoming events. The Town Council approved Aquatic Vegetation Management Services for the Little Lake Harris shoreline in the upcoming fiscal year, and preparations were underway for replacing the boat ramp dock, with an RFP to be issued soon. Board members also shared ideas for participating in the Town's Halloween event later this year. With no public comments or additional discussion, the meeting was adjourned at 6:17 p.m.

Library Report

This report highlights library activity from September 2025, including circulation, computer use, revenue, and program attendance.

1

Circulation Success

The library circulated a total of 1801 items in September, showing active engagement from the community.

7

Computer Usage

Patrons utilized public computers for 92.5 hours, indicating a need for digital access.

2

Copy Revenue

The library generated \$129.70 from copy services, a small but useful source of income.

/.

Late Fee Income

Late fees totaled \$26.55, encouraging timely returns of borrowed materials.

5

Adult Programs

The library hosted 45 programs for adults, including a new Sound Bath Meditation class.

6

Children's Programs

Twelve programs were offered for children, including a new Reading PAWS program that allows new readers to read to therapy dogs.

7

Young Adult Progams

We added two new programs for our young adult patrons. Command club allows them to practice critical thinking and strategy skills while playing games like Risk, and our YA Book Club allows teens to come together to discuss books they are reading.

September Overview

September was a bustling month at the library! With strong circulation numbers and impressive attendance at our programs, it's clear our community is diving into fall with enthusiasm. We also kicked off four exciting new programs, each drawing eager participants and adding fresh energy to our calendar. Thanks to everyone who helped make September such a vibrant and successful month!

GENERAL FUND REVENUES

Account Description	Account	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	YTD %	Annual Budget
Ad Valorem Taxes	311100	0	0	0	1,601,518	1,623,782	22,264	101%	1,601,518
U.S.T Electricity	314100	13,917	24,045	10,128	153,044	210,606	57,562	126%	167,000
U.S.T Water	314300	7,000	6,994	(6)	80,276	77,207	(3,069)	85%	90,721
U.S.T Propane	314800	0	122	122	2,500	2,809	309	112%	2,500
CST - Communications Services Tax	315100	0	6,414	6,414	68,348	73,340	4,992	107%	68,348
Town Business Tax Receipt	321100	450	90	(360)	1,750	2,430	680	110%	2,200
Zoning Permit Application Fees	322100	0	225	225	0	4,125	4,125		0
Admin Fee (Town - 100%)	322102	0	555	555	0	8,583	8,583		0
Developer Fees Pd to Town	322201	0	1,750	1,750	117,500	244,023	126,523	208%	117,500
Variance Fees	322202	1,232	. 0	(1,232)	6,700	0	(6,700)	0%	8,000
Thompson Grove Development Fees	322218	0	0	0	. 0	400	400		. 0
Permits Town %	322305	0	0	0	0	1,185	1,185		0
Building Permit Technology Fee	322309	0	555	555	0	4,072	4,072		0
Franchise Fee - Electric	323100	15,496	17,285	1,790	123,505	153,327	29,822	110%	139,000
Franchise Fee - Sprint Tower Lease	323202	3,420	3,488	68	37,621	37,554	(67)	92%	41,042
Franchise Fee - Gas	323400	700	199	(501)	4,200	3,985	(215)	80%	5,000
Franchise Fee - Solid Waste	323700	700	198	198	1,700	2,443	743	144%	1,700
Inspection Fees Collected Due Contractor	329100	0	0	0	0	1,200	1,200	,0	0
Cemetery Fees-Permits	329500	0	0	0	50	555	505	1110%	50
Marianne Beck Library, E-Rate	323300	0	0	0	8,100	8,100	0	100%	8.100
State Grant - Public Safety	334200	0	597	597	47,860	71,555	23,695	150%	47,860
State Grant - Public Salety State Grant - Other Physical Environment	334200	0	0	0	30,546	30,546	23,093	25%	121,069
•	335125	4,496	4,783	288		40,871	(8,580)	76%	53,947
State Revenue Sharing Proceeds	335125	4,496	4,783 0	288	49,451			104%	
SRS - Alcoholic Beverage License		•	~	~	1,419	1,479	60		1,419
SRS- Local Govt. 1/2 Cent Sales Tax	335180	10,255	10,956	700	112,808	117,817	5,009	96%	123,063
Lake County Water Authority Grant - Stormwater	337310	0	0	0	0	0	0	0%	82,280
Library Interlocal Agreement	337710	4,530	4,530	(1)	49,828	58,629	8,801	108%	54,354
Library Expansion - Impact Fees Funds	337720	0	0	0	0	0	0	0%	20,707
Lake County Business Tax Receipt	338200	41	0	(41)	456	0	(456)	0%	500
Interest from Tax Collector	338900	0	0	0	0	0	0	0%	10
Public Record Requests	341901	25	0	(25)	275	0	(275)	0%	300
Smoker Rental	341903	50	0	(50)	550	200	(350)	33%	600
Lien Search Charges	341920	417	50	(367)	4,583	3,120	(1,463)	62%	5,000
School Resource Officer Services	342910	0	0	0	201,434	201,931	497	100%	201,434
Outside Security Services	342960	0	0	0	12,000	12,140	140	101%	12,000
Sanitation Revenue	343500	31,352	32,432	1,080	344,873	320,086	(24,787)	85%	376,225
Boat Ramp Decals	343920	333	0	(333)	3,667	4,049	382	101%	4,000
Golf Cart Permits	343930	83	25	(58)	917	375	(542)	38%	1,000
Miscellaneous Sales	343999	75	5	(70)	825	135	(690)	15%	900
Library copies/Faxes	347101	83	0	(83)	917	699	(217)	70%	1,000
Service Charge - Special Events	347400	0	0	0	400	520	120	130%	400
Court Fines & Forfeits	351100	833	711	(122)	9,167	7,325	(1,842)	73%	10,000
Library - Fines	352100	67	0	(67)	733	606	(127)	76%	800
Interest Earnings	361100	2,185	3,391	1,207	24,031	31,601	7,570	121%	26,216
Pd Vest Grant	363400	2,500	3,449	949	2,500	3,449	949	138%	2,500
Disposition of Fixed Assets	364000	0	0	0	0	14,539	0		0
Sale - Cemetery Lots	364100	0	0	0	1,000	6,685	5,685	669%	1,000
Donation Historic Board	366930	0	0	0	500	730	230	146%	500
Donations - Special Events	366990	0	0	0	12,000	32,275	20,275	269%	12,000
SETTLEMENTS	369300	250	45	(205)	250	75	(175)	15%	500
Miscellaneous Revenue	369900	0	0	0	0	2,549	2,549		0
Police Fees Collected	369910	0	0	0	300	1,323	1,023	441%	300
Due From Other Funds	381131	0	0	0	0	1,323	0	0%	200,000
Use Of Fund Balance	389900	0	0	0	0	0	0	0%	116,764
Total General Fund Revenues	303300	99,790	122,894	23,104	3,120,101	3,425,036	290,396	92%	3,731,327
NOTE; THE FIGURES IN THIS REPORT ARE CORRECT AT THE DATE S	CHOWN BUT ARE NOT AUDITED	10/1/2025	122,034	23,107	3,120,101	189,527.78	230,330	J2/0	3,731,327
*Estimated figures for funds not received at the date of this report are		10/1/2025				103,321.18			

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

^{*}Pending budget amendment

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GENERAL FUND EXPENDITURE SUMMARY	·	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Var %	Annual Budget
Legislative	511000	2,081	2,892	(811)	31,959	32,623	(664)	95%	34,339
Executive	512000	3,184	2,729	455	40,356	36,007	4,350	83%	43,232
Financial And Administrative	513000	24,961	65,665	(40,704)	380,317	375,082	5,235	94%	397,933
Legal Counsel	514000	26,083	20,537	5,546	286,917	123,301	163,616	39%	313,000
Comprehensive Planning	515000	8,050	3,348	4,703	120,817	103,084	17,733	79%	130,000
Public Works	519000	20,227	22,205	(1,978)	225,036	186,075	38,962	80%	233,566
Law Enforcement	521000	78,811	92,809	(13,998)	1,225,521	1,175,183	50,338	89%	1,316,291
Other Public Safety-Code Enforcement	529000	5,847	5,576	272	72,472	69,906	2,566	86%	80,956
Garbage/Solid Waste Control Services	534000	28,000	27,934	66	303,105	303,433	(328)	94%	324,253
Stormwater Maintenance	538000	0	0	0	0	5,625	(5,625)	2%	259,250
Other Physical Environment-Cemetery	539000	202	146	56	2,039	1,256	783	52%	2,430
Library	571000	14,148	14,389	(241)	178,755	149,796	28,959	78%	192,976
Parks & Recreation	572000	5,882	5,648	234	60,915	27,352	33,563	42%	65,500
Historical Preservation	573000	2,146	0	2,146	22,010	250	21,760	1%	25,753
Special Events	574000	0	0	0	33,500	34,857	(1,357)	104%	33,500
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	0%	270,248
Total General Fund Expenditure		219,623	263,878	(44,256)	2,983,720	2,623,829	359,891	70%	3,723,227

Current Increase (Decrease) to Reserves:

(140,985)

BANK BALANCES

						YTD		
Bank Balances- Per Balance Sheet		Opening Balance	Debit/Credit	Closing Balance	Opening Balance	Debit/Credit	Closing Balance	
General Fund		1,587,501	(95,489)	1,492,012	557,603	934,410	1,492,012	168%
Police Advanced Training Fund	120	2,788	(1,724)	1,064	1,548	(484)	1,064	-31%
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	335,854	1,008	336,862	347,161	(10,300)	336,862	-3%
Parks & Rec Impact Fee Fund	141	(202,359)	0	(202,359)	(27,275)	(175,084)	(202,359)	642%
Police Impact Fee Fund	142	251,869	752	252,621	277,454	(24,833)	252,621	-9%
Infrastructure Fund	150	529,372	(81,114)	448,258	386,377	61,881	448,258	16%
Transportation Fund	152	10,981	700	11,681	0	11,681	11,681	
Building Services Fund	155	429,126	1,984	431,110	433,134	(2,024)	431,110	0%
Water Fund	401	205,856	(21,113)	184,743	860,414	(675,671)	184,743	-79%
Wastewater Fund	402	10,107	5,805	15,912	50,000	(34,088)	15,912	-68%
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)	ed in the amounts above)	2,582,980	(142,396)	2,440,584	2,159,258	281,326	2,440,584	13%

GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT

Legislative	511000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Anr	nual Budget
Executive Salaries	110	1,350	1,350	0	14,746	14,450	296		16,200
Fica	210	84	84	0	917	896	21		1,004
Medicare	211	20	20	0	218	210	8		235
Software & Annual Maintenance	342	0	116	(116)	1,325	1,426	(100)		1,325
Travel & Per Diem	400	0	512	(512)	1,000	4,829	(3,829)		1,000
Telephone & Communications	410	177	161	17	1,978	1,801	177		2,200
Website	415	250	0	250	4,250	3,705	545		4,450
Printing - General	470	0	0	0	125	177	(52)		125
Employee Appreciation	493	0	0	0	2,500	1,630	870		2,500
Dues, Subscriptions, Licenses	540	0	0	0	1,800	1,142	658		1,800
Training/Education/Tuition	550	0	650	(650)	1,500	2,208	(708)		1,500
Contributions/Donations	820	200	0	200	1,600	150	1,450		2,000
Total Legislative Expenditures		2,081	2,892	(811)	31,959	32,623	(664)	95%	34,339

Executive	512000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Executive Salaries	110	1,895	1,825	70	22,741	22,340	401		24,636
Fica	210	117	106	11	1,408	1,303	105		1,527
Medicare	211	30	25	5	341	305	36		357
ICMA Retirement Contribution	225	182	182	(0)	2,186	2,143	43		2,372
Life & Health Ins.	230	492	454	38	5,412	4,872	540		5,901
Workers' Compensation	240	0	0	0	739	333	406		739
Travel & Per Diem	400	100	422	(322)	3,030	2,196	834		3,200
Dues, Subscription, Licenses	540	0	135	(135)	2,300	2,385	(85)		2,300
Training/Education/Tuition	550	368	(419)	787	2,200	131	2,069		2,200
Total Executive Expenditures		3,184	2,729	455	40,356	36,007	4,350	83%	43,232

Financial And Administrative	513000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budg
Executive Salaries	110	1,675	1,675	(0)	20,101	19,818	283	21,77
Salaries	120	6,177	6,023	154	74,123	67,721	6,402	80,30
Overtime Wages	140	49	0	49	521	58	463	52
Fica	210	489	469	20	5,869	5,348	521	6,36
Medicare	211	114	110	4	1,370	1,251	119	1,48
ICMA Retirement Contribution	225	730	684	46	8,760	7,984	776	9,49
Life & Health Ins.	230	1,239	1,148	91	13,629	12,170	1,459	14,86
Workers' Compensation	240	0	0	0	1,287	1,693	(406)	1,28
Accounting & Auditing	320	0	0	0	38,000	41,538	(3,538)	38,00
Bank Fees	321	0	283	(283)	600	3,665	(3,065)	60
Other Contractual Services	340	0	3,410	(3,410)	9,000	15,344	(6,344)	9,00
Software & Annual Maintenance	342	7,138	13,097	(5,959)	19,300	23,951	(4,651)	19,30
Codification	347	100	0	100	4,900	2,342	2,558	5,00
Pre Employment Screening	350	75	0	75	678	175	503	75
Travel & Per Diem	400	1,525	777	748	2,275	1,823	452	3,80
Telephone & Communications	410	1,500	1,212	288	10,797	9,642	1,155	12,40
Website	415	100	0	100	800	0	800	1,00
Freight/Postage/Shipping	420	0	439	(439)	2,000	2,740	(740)	2,00
Utility Services	430	700	770	(70)	5,285	5,326	(41)	6,00
Rentals & Leases	440	0	247	(247)	2,700	3,520	(820)	2,70
Insurance	451	988	32,093	(31,105)	129,690	127,908	1,782	129,69
R & M - Equipment	460	20	0	20	160	196	(36)	20
R & M - Computer Maint	461	0	0	0	3,000	795	2,205	3,00
Printing - General	470	6	0	6	500	385	116	50
Advertising	492	1,200	425	775	6,672	5,414	1,258	8,00
Office Supplies	510	134	389	(255)	2,800	1,940	860	2,80
Operating Supplies	520	625	1,913	(1,288)	11,375	10,053	1,322	12,00
Dues, Subscriptions, Licenses	540	77	499	(422)	1,724	1,756	(32)	1,80
Training/Education/Tuition	550	300	0	300	2,400	526	1,874	3,30
Total Financial And Administrative Expenditures		24,961	65,665	(40,704)	380,317	375,082	5,235	94% 397,93

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Legal Counsel	514000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Legal Fees	316	25,000	15,132	9,868	275,000	117,504	157,496		300,000
Legal Fees-Code Enforcement	319	1,083	5,405	(4,322)	11,917	5,797	6,120		13,000
Total Legal Counsel Expenditures		26,083	20,537	5,546	286,917	123,301	163,616	39%	313,000
Comprehesive Planning	515000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining		nnual Budget
_ :	316	5,300	Actual 0	5,300	63,567	49,888	13,679	_AI	70,000
Town Engineering Town Planning	318	2,750	3,348	5,300 (598)	57,250	49,888 53,196	13,679 4,054		60,000
Total Comprehesive Planning Expenditures	310	8,050	3,348	4,703	120,817	103,084	17,733	79%	130,000
Total Comprehesive Planning Expenditures		8,030	3,346	4,703	120,817	103,064	17,755	7370	130,000
Public Works	519000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Executive Salaries	110	1,352	1,353	(0)	16,227	15,846	382	_	17,584
Salaries	120	1,957	1,923	34	23,492	24,145	(652)		25,456
Overtime Wages	140	1,300	46	1,254	3,785	385	3,400		5,200
Fica	210	230	203	27	2,460	2,461	(1)		2,991
Medicare	211	54	47	7	642	575	66		699
ICMA Retirement Contribution	225	371	68	303	4,453	853	3,599		4,824
Life & Health Ins.	230	682	739	(57)	8,242	8,525	(282)		8,868
Workers' Compensation	240	0	0	0	769	768	1		769
Other Contractual Services	340	12,000	14,374	(2,374)	90,000	85,848	4,152		90,000
Travel & Per Diem	400	42	0	42	458	213	246		500
Telephone & Communications	410	179	212	(32)	1,971	1,640	331		2,150
Utility Services	430	131	188	(57)	1,442	1,081	361		1,575
Rentals & Leases	440	0	0	0	2,500	0	2,500		2,500
R & M - Equipment	460	667	0	667	7,333	649	6,684		8,000
R & M - Computer Maint	461	42	0	42	458	0	458		500
R & M - Building	462		789	(789)	32,000	16,249	15,751		32,000
R & M - Vehicles	463	0	0	0	1,000	9,162	(8,162)		1,000
Office Supplies	510	83	0	83	917	155	762		1,000
Operating Supplies	520	625	1,315	(690)	15,875	6,923	8,952		16,500
Gas & Oil	522	300	887	(587)	7,775	8,851	(1,076)		8,000
Uniforms	523	8	63	(55)	991	847	143		1,000
Safety Equipment	524	125	0	125	1,375	650	725		1,500
Dues, Subscriptions, Licenses	540	25	0	25	275	0	275		300
Training/Education/Tuition	550	54	0	54	596	250	346		650
Total Public Services Expenditures		20,227	22,205	(1,978)	225,036	186,075	38,962	80%	233,566

Law Enforcement	521000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Ann	nual Budget
Executive Salaries	110	12,154	12,154	0	145,845	145,492	353		158,000
Salaries	120	25,000	30,300	(5,300)	357,567	354,492	3,075		404,054
Police - Reserve Salaries	130	1,573	680	893	19,482	11,564	7,918		20,455
Events Payroll	131	0	0	0	12,000	11,413	588		12,000
Overtime Wages	140	2,000	1,604	396	42,223	41,344	879		47,301
Police - Incentive Pay	150	700	640	60	7,103	6,780	323		6,840
Fica	210	3,004	2,675	329	37,147	33,820	3,327		39,048
Medicare	211	702	626	76	8,604	7,910	694		9,132
Police Retirement Contribution	220	13,181	12,256	925	161,239	152,455	8,784		171,351
Life & Health Ins.	230	12,108	11,765	343	148,597	128,372	20,225		157,401
Workers' Compensation	240	0	0	0	21,602	21,602	(0)		21,602
Other Contractual Services	340	269	1,133	(865)	2,957	2,496	461		3,226
Software & Annual Maintenance	342	0	713	(713)	11,700	12,986	(1,286)		11,700
Pre Employment Screening	350	292	0	292	3,208	2,644	564		3,500
Travel & Per Diem	400	390	1,118	(728)	4,500	4,890	(390)		4,500
Telephone & Communications	410	533	2,099	(1,566)	22,000	22,538	(539)		22,000
Freight/Postage/Shipping	420	25	9	16	225	128	97		300
Utility Services	430	600	648	(48)	5,800	5,326	474		6,000
Rentals & Leases	440	0	0	0	45,100	45,276	(176)		45,100
Insurance	451	0	0	0	8,461	8,412	49		8,921
R & M - Equipment	460	0	132	(132)	5,000	7,742	(2,742)		5,000
R & M - Computer Maint	461	125	35	90	1,375	49	1,326		1,500
R & M - Building	462	417	1,511	(1,094)	2,500	4,067	(1,567)		2,500
R & M - Vehicles	463	2,500	2,558	(58)	27,500	21,976	5,524		30,000
Office Supplies	510	208	311	(103)	2,292	1,293	998		2,500
Operating Supplies	520	83	1,578	(1,495)	24,916	15,542	9,374		25,000
Gas & Oil	522	2,700	2,707	(7)	33,467	29,842	3,625		34,000
Uniforms	523	72	1,319	(1,247)	4,927	5,872	(944)		5,000
Weapons	525	50	552	(502)	4,950	4,619	331		5,000
Dues, Subscriptions, Licenses	540	125	0	125	1,375	1,114	261		1,500
Training/Education/Tuition	550	0	550	(550)	6,000	4,150	1,850		6,000
650 Cap Outlay - Vehicles	650	0	3,137	(3,137)	40,860	52,042	(11,182)		40,860
PD Vest Grant - 09/10	804	0	0	0	5,000	6,935	(1,935)		5,000
Total Police Expenditures		78,811	92,809	(13,998)	1,225,521	1,175,183	50,338	89%	1,316,291

Other Public Safety-Code Enforcement	529000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Anr	nual Budget
Salaries	120	3,696	3,696	0	44,352	44,264	88		48,048
Overtime Wages	140	145	0	145	1,322	364	958		1,889
Fica	210	238	219	19	2,843	2,660	182		3,096
Medicare	211	56	51	4	667	622	44		724
ICMA Retirement Contribution	225	384	370	15	4,683	4,463	220		4,994
Life & Health Ins.	230	874	875	(1)	9,615	9,592	23		10,494
Workers' Compensation	240	0	0	0	795	795	(1)		795
Software & Annual Maintenance	342	60	58	2	1,910	3,138	(1,228)		3,220
Travel & Per Diem	400	30	0	30	650	530	120		1,000
Telephone & Communications	410	90	91	(1)	1,151	1,026	125		1,482
Freight/Postage/Shipping	420	13	45	(32)	386	397	(11)		400
Insurance	451	0	0	0	579	579	(0)		579
R & M - Vehicles	463	100	10	90	1,500	233	1,267		2,000
Printing - General	470	12	0	12	135	0	135		150
Operating Supplies	520	12	0	12	135	5	130		150
Gas & Oil	522	60	161	(101)	795	882	(87)		900
Uniforms	523	15	0	15	165	0	165		180
Dues, Subscriptions, Licenses	540	0	0	0	105	105	0		105
Training/Education/Tuition	550	62	0	62	685	250	435		750
Total Other Public Safety-Code Enforcement Expenditures		5,847	5,576	272	72,472	69,906	2,566	86%	80,956

Garbage/Solid Waste Control Services	534000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Other Contractual Services	340	28,000	27,934	66	303,105	303,433	(328)		324,253
Total Garbage/Solid Waste Control Services Expenditures		28,000	27,934	66	303,105	303,433	(328)	94%	324,253
Stormwater Maintenance	538000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Other Contractual Services	340	0	0	0	0	0	0		259,250
Dues, Subscriptions, Licenses	540	0	0	0	0	5,625	(5,625)		0
Total Stormwater Maintenance Expenditures		0	0	0	0	5,625	(5,625)	2%	259,250
Other Physical Environment (Cemetery)	539000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Software & Annual Maintenance	342	77	0	77	664	0	664		930
Utility Services	430	125	146	(21)	1,375	1,256	119		1,500
Total Other Physical Environment (Cemetery) Expenditures		202	146	56	2,039	1,256	783	52%	2,430
Library	571000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Executive Salaries	110	4,300	4,308	(8)	51,601	54,134	(2,533)		55,902
Salaries	120	2,439	2,439	0	29,276	29,154	122		31,712
Overtime Wages	140	266	240	26	1,466	1,418	48		2,000
Fica	210	427	427	0	5,132	5,186	(54)		5,556
Medicare	211	100	100	0	1,199	1,213	(14)		1,299
ICMA Retirement Contribution	225	689	483	206	8,275	6,222	2,053		8,961
Life & Health Ins.	230	1,615	894	721	18,846	9,787	9,059		20,998
Workers' Compensation	240	0	0	0	1,427	1,427	0		1,427
Other Contractual Services	340	0	667	(667)	5,000	7,341	(2,341)		5,000
Software & Annual Maintenance	342	115	116	(1)	1,265	1,276	(11)		1,380
Pre Employment Screening	350	13	0	13	138	0	138		150
Travel & Per Diem	400	42	0	42	458	161	297		500
Telephone & Communications	410	0	115	(115)	3,980	5,517	(1,537)		3,980
Freight/Postage/Shipping	420	0	0	Ò	100	73	27		100
Utility Services	430	1,114	2,200	(1,086)	11,570	11,797	(227)		12,000
R & M - Computer Maint	461	13	0	13	138	219	(82)		150
Promotional Activities	480	166	874	(708)	1,830	1,356	474		2,000
Employee Appreciation	493	0	0	Ò	500	706	(206)		500
Office Supplies	510	54	642	(588)	1,000	1,012	(12)		1,000
Operating Supplies	520	100	265	(165)	5,900	2,652	3,248		6,000
Dues, Subscriptions, Licenses	540	29	(248)	277	320	65	255		350
Training/Education/Tuition	550	75	0	75	825	0	825		900
Cap Outlay - Books & Publications LIBRARY ONLY	660	2,558	722	1,836	28,144	8,938	19,205		30,707
Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY)	662	33	144	(111)	367	144	223		404
Total Library Expenditures		14,148	14,389	(241)	178,755	149,796	28,959	78%	192,976
Parks And Recreation	572000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Other Contractual Services	340	1,332	5,250	(3,918)	8,000	6,400	1,600		8,000
Utility Services	430	300	398	(98)	3,165	2,596	569		3,500
R & M - Equipment	460	4,167	0	4,167	45,835	14,500	31,335		50,000
R & M - Recreation Equip	468	83	0	83	915	0	915		1,000
Operating Supplies	520	0	0	0	3,000	3,856	(856)		3,000
Total Parks & Recreation Expenditures		5,882	5,648	234	60,915	27,352	33,563	42%	65,500
<u> </u>					<u> </u>				
Historical Preservation	573000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Telephone & Communications	410	5	0	5	55	0	55		60
Office Supplies	510	83	0	83	915	0	915		1,000
Operating Supplies	520	1,667	0	1,667	18,335	0	18,335		20,000
Other Non Operating Uses Proprietary Funds	950	391	0	391	2,705	250	2,455		4,693
Total Historical Preservation Expenditures		2,146	0	2,146	22,010	250	21,760	1%	25,753
Special Events	574000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	An	nual Budget
Other Contractual Services	340	0	0	0	22,500	21,276	1,224		22,500
Special Events	343	0	0	0	11,000	13,581	(2,581)		11,000
Total Special Events Expenditures		0	0	0	33,500	34,857	(1,357)	104%	33,500

POLICE ADVANCED TRAINING FUND	120								
Police Advanced Training Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Local Law Enforcement Education	351130	125	66	(59)	1,440	1,306	(134)		1,500
Total Police Advanced Training Fund Revenues		125	66	(59)	1,440	1,306	(134)	87%	1,500
Police Advanced Training Fund Expenditures	521000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Travel & Per Diem	400	21	0	21	229	0	229	_	250
Training/Education/Tuition	550	42	1,790	(1,748)	250	1,790	(1,540)		250
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0		1,000
Total Police Advanced Training Fund Expenditures		63	1,790	(1,727)	479	1,790	(1,311)	119%	1,500
TREE FUND	130								
Tree Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	_Aı	nnual Budget
Code Enforcement Tree Fine	354300	0	0	0	0	0			1,000
Total Tree Fund Revenues		0	0	0	0	0	0	0%	1,000
Tree Fund Expenditures	572000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Λ,	nual Budget
Other Non Operating Uses Proprietary Funds	950	0	O O	0	300	0	300	A	1,000
Total Tree Fund Expenditures	330	0	0	0	300	0	300	0%	1.000
Total free fulla Experiances					300				1,000
WATER IMPACT FEE FUND	140								
Water Impact Fee Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Water Impact Fees	322306	3,938	0	(3,938)	11,814	3,151	(8,663)		15,750
State Grant - Water Supply System	334310	0	0	0	86,241	86,241	0		86,241
Interest Earnings	361100	1,025	1,008	(17)	11,271	11,601	329		12,296
Total Water Impact Fee Fund Revenues		4,963	1,008	(3,955)	109,326	100,993	(8,333)	88%	114,287
Water Impact Fee Fund Expenditures	533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Λ.	nnual Budget
Cap Outlay - Equipment	640	0	Actual 0	0	86,241	111,293	(25,052)	_AI	86,241
	950	0	0	0	00,241	111,293	(25,032)		,
Other Non Operating Uses Proprietary Funds Total Water Impact Fee Fund Expenditures	950		0	0	86,241	111,293	(25,052)	97%	28,046 114,287
Total Water Impact ree rund Expenditures					80,241	111,293	(23,032)	37/0	114,207
PARKS & REC IMPACT FEE FUND	141								
Parks & Rec Impact Fee Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Aı	nnual Budget
Parks & Rec Impact Fees	322303	1,250	0	(1,250)	3,750	1,242	(2,508)	_	5,000
Loan Proceeds	384000	0	0	0	0	0	0		250,000
Use Of Fund Balance	389900	0	0	0	0	0	0		2,100
Total Parks & Rec Impact Fee Fund Revenues		1,250	0	(1,250)	3,750	1,242	(2,508)	0%	257,100
Parks & Rec Impact Fee Fund Expenditures		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	_Aı	nual Budget
Parks Expansion	615	0	0	0	0	172,575	(172,575)		0
Debt Principal/loan	710	0	0	0	0	0	0		44,800
Interfund Loan Repayments	719	0	0	0	0	0	0		200,000
Debt Interest/loan	720	0	0	0	0	0	0		12,300
Total Parks & Rec Impact Fee Fund Expenditures		0	0	0	0	172,575	(172,575)	67%	257,100

POLICE IMPACT FEE FUND	142								
Police Impact Fee Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Ar	nnual Budget
Police Impact Fees	322302	1,250	0	(1,250)	3,750	1,323	(2,427)		5,000
Interest Earnings	361100	480	752	272	5,280	5,717	437		5,760
Use of Fund Balance	389900	0	0	0	0	0	0		29,240
Total Police Impact Fee Fund Revenues		1,730	752	(978)	9,030	7,040	(1,990)	18%	40,000
Police Impact Fee Fund Expenditures		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Δr	nnual Budget
Cap Outlay - Vehicles	650	0	0	0	40,000	31,873	8,127		40,000
Total Police Impact Fee Fund Expenditures	030	0	0	0	40,000	31,873	8,127	80%	40,000
INFRASTRUCTURE FUND	150								
Infrastructure Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Δr	nnual Budget
Discretionary Sales Surtax - Infrastructure Surtax	312630	27,000	14,432	(12,568)	213,082	209,039	(4,043)		212,110
Interest Earnings	361100	640	1,294	654	7,040	7,915	875		7,680
Use of Fund Balance	389900	0.0	-,_5 .	0	0	0.010	0.0		46,788
Infrastructure Fund Revenues Total	303300	27,640	15,726	(11,914)	220,122	216,954	(3,169)	81%	266,578
				. ,- ,	-,	-,	(-,,		
Infrastructure Fund Expenditures		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Ar	nnual Budget
Cap Outlay - Improvements	630	100,000	97,922	2,078	239,400	172,509	66,891		266,578
Total Infrastructure Fund Expenditures		100,000	97,922	2,078	239,400	172,509	66,891	65%	266,578
TRANSPORTATION FUND	152								
Transportation Fund Revenues		Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Ar	nnual Budget
County Ninth-Cent Gas Tax	312300	835	1,083	248	9,177	10,549	1,372		10,000
L.F.T First (1 to 6 Cents)	312410	3,705	3,798	93	40,758	42,605	1,846		44,468
State Revenue Sharing Proceeds	335125	986	1,015	29	10,850	8,901	(1,950)		11,842
State Reimbursement, Street Lighting	344990	0	0	0	6,688	6,688	(0)		6,688
Transporation Fund Revenue Total		5,526	5,895	369	67,473	68,742	1,269	94%	72,998
Transportation Fund Expenditures	541000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Ar	nnual Budget
Other Contractual Services	340	0	0	0	33,310	30,162	3,148		39,998
Street Lighting	431	2,500	2,540	(40)	26,500	27,246	(746)		28,000
Operating Supplies	520	7	0	7	1,995	1,840	155		2,000
Safety Equipment	524	83	0	83	915		915		1,000
Road Materials & Supplies	530	167	0	167	1,835	1,576	259		2,000

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BUILDING SERVICES FUND	155								
Building Services Fund Revenues	524000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Д	Annual Budget
Zoning Permit Application Fees	322100	416	0	(416)	4,163	742	(3,422)		5,000
Plan Review (Bldg Inspector - 100%)	322101	416	0	(416)	4,163	0	(4,163)		5,000
Admin Fee (Town - 100%)	322102	375	0	(375)	3,750	0	(3,750)		4,500
Inspection Fees Collected Due Contractor	322304	8,000	3,128	(4,872)	52,000	66,349	14,349		60,000
Permits Town %	322305	4,200	0	(4,200)	26,700	10,311	(16,389)		30,000
Fees Income - DCA/DBPR	322307	250	83	(167)	1,653	1,675	22		2,000
Interest Earnings	361100	950	1,160	210	10,514	11,090	576		11,528
Building Services Fund Revenues Total		14,607	4,371	(10,236)	102,944	90,167	(12,777)	76%	118,028
Building Services Fund Expenditures	524000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Δ	Annual Budget
Executive Salaries	110	1,000	1,129	(129)	14,859	16,894	(2,034)	_	14,910
Salaries	120	793	721	72	8,556	10,388	(1,832)		9,119
Overtime Wages	140	15	0	15	586	56	530		600
Fica	210	133	111	21	1,509	1,649	(141)		1,527
Medicare	211	31	26	5	337	386	(48)		357
ICMA Retirement Contribution	225	212	137	75	2,386	2,085	301		2,440
Life & Health Ins.	230	325	324	1	4,066	4,438	(372)		4,405
Workers' Compensation	240	0	0	0	392	392	(0)		392
Other Contractual Services	340	238	500	(262)	1,419	500	919		1,419
Contractor - (Bldg Inspector - Progressive)	341	4,867	5,153	(286)	60,000	52,888	7,112		60,000
Software & Annual Maintenance	342	72	58	14	790	2,988	(2,197)		860
Telephone & Communications	410	29	28	1	320	308	12		350
DBPR/DCA Impact Fees	495	167	0	167	1,835	0	1,835		2,000
Office Supplies	510	83	0	83	915	97	818		1,000
Operating Supplies	520	417	0	417	4,585	342	4,243		5,000
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0		13,649
Building Services Fund Expenditures Total		8,382	8,188	194	102,556	93,412	9,144	79%	118,028

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	77,600	71,109	(6,491)	853,651	800,966	(52,685)		931,277
FEES- NEW CON	343350	500	0	(500)	1,500	536	(964)		522,900
Water Sys Improvement Fee	343410	10,000	10,469	469	110,000	115,041	5,041		120,000
Penalty Charges	343600	1,750	1,583	(167)	19,250	18,289	(961)		21,000
Utility/Meter Fines	353100	333	0	(333)	1,665	0	(1,665)		4,000
Interest Earnings	361100	2,210	0	(2,210)	24,310	22,890	(1,420)		26,520
Miscellaneous Revenue	369900	1,000	1,140	140	11,000	15,713	4,713		12,000
Use Of Fund Balance	389900	0	0	0	0	0	0		141,454
Water Fund Revenues Total		93,393	84,301	(9,092)	1,021,376	973,435	(47,942)	16%	6,029,151

Water Fund Expenditures	533000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining	Annual Budget
Executive Salaries	110	16,869	16,606	263	202,421	199,522	2,899	219,295
Salaries	120	27,610	27,521	89	331,317	317,241	14,076	358,924
Overtime Wages	140	0	2,655	(2,655)	15,500	24,979	(9,479)	15,500
Fica	210	2,832	2,801	31	33,981	32,510	1,471	36,811
Medicare	211	662	655	7	7,985	7,603	382	8,609
ICMA Retirement Contribution	225	4,403	2,410	1,993	53,204	28,537	24,667	57,240
Life & Health Ins.	230	11,279	10,594	685	124,068	114,501	9,567	135,342
Workers' Compensation	240	0	0	0	9,455	9,455	0	9,455
Legal Fees	310	0	0	0	27,600	25,003	2,598	30,000
Town Engineering	316	1,667	0	1,667	18,335	7,700	10,635	20,000
Accounting & Auditing	320	1,188	0	1,188	13,063	0	13,063	14,250
Other Contractual Services	340	0	34,106	(34,106)	279,152	518,385	(239,233)	279,152
Software & Annual Maintenance	342	275	8,278	(8,003)	9,050	19,070	(10,020)	9,600
Travel & Per Diem	400	42	0	42	458	0	458	500
Telephone & Communications	410	425	211	214	5,103	4,824	279	5,103
Freight/Postage/Shipping	420	17	0	17	183	0	183	200
Utility Services	430	3,667	5,030	(1,363)	44,000	49,977	(5,977)	44,000
Rentals & Leases	440	125	0	125	1,375	822	553	1,500
Insurance	451	0	0	0	61,994	62,153	(159)	61,994
R & M - Equipment	460	3,750	0	3,750	41,250	8,581	32,669	45,000
R & M - Computer Maint	461	42	0	42	458	0	458	500
R & M - Building	462	417	0	417	4,583	9,205	(4,621)	5,000
R & M - Vehicles	463	675	0	675	7,425	156	7,269	8,100
Printing - General	470	8	0	8	92	0	92	100
Miscellaneous Expenses	490	4	0	4	46	0	46	50
Advertising	492	25	0	25	275	0	275	300
Office Supplies	510	83	0	83	917	512	405	1,000
Operating Supplies	520	19,241	2,686	16,555	211,649	66,801	144,848	230,890
Uniforms	523	13	0	13	138	0	138	150
Safety Equipment	524	33	0	33	367	67	299	400
Dues, Subscriptions, Licenses	540	67	0	67	733	352	381	800
Training/Education/Tuition	550	46	0	46	504	190	314	550
Cap Outlay - Wetland Monitoring	613	0	0	0	0	0	0	8,050
Cap Outlay - Improvements	630	0	0	0	10,000	16,000	(6,000)	10,000
Cap Outlay - Water Expansion/System Impr.	633	0	0	0	0	0	0	4,260,000
Debt Principal/loan	710	0	0	0	114,085	115,575	(1,490)	114,085
Debt Interest/loan	720	0	0	0	29,138	29,054	83	30,545
Other Non Operating Uses Proprietary Funds	950	0	0	0	0	0	0	6,156
Water Fund Expenditures Total		95,462	113,553	(18,091)	1,659,904	1,668,774	(8,870)	28% 6,029,151

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535000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining		Annual Budget
334351	0	0	0	0	0	0	_	254,501
343515	10,000	14,067	4,067	110,000	146,154	36,153		120,000
343525	8,800	10,997	2,197	96,967	119,228	22,262		106,000
	18,800	25,064	6,264	206,967	265,382	58,415	55%	480,501
535000	Budget	Actual	Remaining	YTD Budget	YTD Actual	YTD Remaining		Annual Budget
310	0	1,209	(1,209)	0	4,719	(4,719)	_	0
316	0	0	0	0	600	(600)		0
430	0	12,727	(12,727)	120,000	155,330	(35,330)		120,000
460	70,695	0	70,695	268,640	0	268,640		339,334
950	0	0	0	0	0	0		21,167
	70,695	13,936	56,759	388,640	160,649	227,991	33%	480,501
	535000 334351 343515 343525 535000 310 316 430 460	535000 Budget 334351 0 343515 10,000 343525 8,800 18,800 535000 Budget 310 0 316 0 430 0 460 70,695 950 0	535000 Budget Actual 334351 0 0 343515 10,000 14,067 343525 8,800 10,997 18,800 25,064 535000 Budget Actual 310 0 1,209 316 0 0 430 0 12,727 460 70,695 0 950 0 0	535000 Budget Actual Remaining 334351 0 0 0 343515 10,000 14,067 4,067 343525 8,800 10,997 2,197 18,800 25,064 6,264 535000 Budget Actual Remaining 310 0 1,209 (1,209) 316 0 0 0 430 0 12,727 (12,727) 460 70,695 0 70,695 950 0 0 0	535000 Budget Actual Remaining YTD Budget 334351 0 0 0 0 343515 10,000 14,067 4,067 110,000 343525 8,800 10,997 2,197 96,967 18,800 25,064 6,264 206,967 535000 Budget Actual Remaining YTD Budget 310 0 1,209 (1,209) 0 316 0 0 0 0 430 0 12,727 (12,727) 120,000 460 70,695 0 70,695 268,640 950 0 0 0 0	535000 Budget Actual Remaining YTD Budget YTD Actual 334351 0 146,154 343525 8,800 10,997 2,197 96,967 119,2228 119,2228 119,2228 206,967 265,382 265,382 265,382 265,382 265,382 270,695 265,382 270,770 20,006 20,007 265,382 270,770 270,770 265,382 270,770	535000 Budget Actual Remaining YTD Budget YTD Actual YTD Remaining 334351 0 0 0 0 0 0 0 0 343515 10,000 14,067 4,067 110,000 146,154 36,153 36,153 343525 8,800 10,997 2,197 96,967 119,228 22,262 22,262 18,800 25,064 6,264 206,967 265,382 58,415 58,415 535000 Budget Actual Remaining YTD Budget YTD Actual YTD Remaining 310 0 1,209 (1,209) 0 4,719 (4,719) 316 0 0 0 0 0 600 (600) 430 0 12,727 (12,727) 120,000 155,330 (35,330) 460 70,695 0 70,695 268,640 0 0 0 950 0 0 0 0 0 0 </td <td> S35000 Budget Actual Remaining YTD Budget YTD Actual YTD Remaining 334351 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0</td>	S35000 Budget Actual Remaining YTD Budget YTD Actual YTD Remaining 334351 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

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

GENERAL FUND REVENUES

Account Description	Account	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Ad Valorem Taxes	311100	0	1,601,518	1,623,782	22,264	101%
U.S.T Electricity	314100	24,045	167,000	210,606	57,562	126%
U.S.T Water	314300	6,994	90,721	77,207	(3,069)	85%
U.S.T Propane	314800	122	2,500	2,809	309	112%
CST - Communications Services Tax	315100	6,414	68,348	73,340	4,992	107%
Town Business Tax Receipt	321100	90	2,200	2,430	680	110%
Zoning Permit Application Fees	322100	225	0	4,125	4,125	
Admin Fee (Town - 100%)	322102	555	0	8,583	8,583	
Developer Fees Pd to Town	322201	1,750	117,500	244,023	126,523	208%
Variance Fees	322202	0	8,000	0	(6,700)	0%
Thompson Grove Development Fees	322218	0	. 0	400	400	
Permits Town %	322305	0	0	1,185	1,185	
Building Permit Technology Fee	322309	555	0	4,072	4,072	
Franchise Fee - Electric	323100	17,285	139,000	153,327	29,822	110%
Franchise Fee - Sprint Tower Lease	323202	3,488	41,042	37,554	(67)	92%
Franchise Fee - Gas	323400	199	5,000	3,985	(215)	80%
Franchise Fee - Solid Waste	323700	198	1,700	2,443	743	144%
Inspection Fees Collected Due Contractor	329100	0	0	1,200	1,200	14470
Cemetery Fees-Permits	329500	0	50	555	505	1110%
Marianne Beck Library, E-Rate	331750	0	8,100	8,100	0	100%
• • • • • • • • • • • • • • • • • • • •	334200	597	•	71,555	23,695	150%
State Grant - Public Safety			47,860			
State Grant - Other Physical Environment	334390	0	121,069	30,546	(0.500)	25%
State Revenue Sharing Proceeds	335125	4,783	53,947	40,871	(8,580)	76%
SRS - Alcoholic Beverage License	335150	0	1,419	1,479	60	104%
SRS- Local Govt. 1/2 Cent Sales Tax	335180	10,956	123,063	117,817	5,009	96%
Lake County Water Authority Grant - Stormwater	337310	0	82,280	0	0	0%
Library Interlocal Agreement	337710	4,530	54,354	58,629	8,801	108%
Library Expansion - Impact Fees Funds	337720	0	20,707	0	0	0%
Lake County Business Tax Receipt	338200	0	500	0	(456)	0%
Interest from Tax Collector	338900	0	10	0	0	0%
Public Record Requests	341901	0	300	0	(275)	0%
Smoker Rental	341903	0	600	200	(350)	33%
Lien Search Charges	341920	50	5,000	3,120	(1,463)	62%
School Resource Officer Services	342910	0	201,434	201,931	497	100%
Outside Security Services	342960	0	12,000	12,140	140	101%
Sanitation Revenue	343500	32,432	376,225	320,086	(24,787)	85%
Boat Ramp Decals	343920	0	4,000	4,049	382	101%
Golf Cart Permits	343930	25	1,000	375	(542)	38%
Miscellaneous Sales	343999	5	900	135	(690)	15%
Library copies/Faxes	347101	0	1,000	699	(217)	70%
Service Charge - Special Events	347400	0	400	520	120	130%
Court Fines & Forfeits	351100	711	10,000	7,325	(1,842)	73%
Library - Fines	352100	0	800	606	(127)	76%
Interest Earnings	361100	3,391	26,216	31,601	7,570	121%
Pd Vest Grant	363400	3,449	2,500	3,449	949	138%
Disposition of Fixed Assets	364000	0	0	14,539	0	230/0
Sale - Cemetery Lots	364100	0	1,000	6,685	5,685	669%
Donation Historic Board	366930	0	500	730	230	146%
Donations - Special Events	366990	0	12,000	32,275	20,275	269%
SETTLEMENTS	369300	45	500	75	(175)	15%
Miscellaneous Revenue	369900	45	0	2,549	2,549	15%
						44407
Police Fees Collected	369910	0	300	1,323	1,023	441%
Due From Other Funds	381131	0	200,000	0	0	0%
Use Of Fund Balance	389900	0	116,764	0	0	0%
Total General Fund Revenues		122,894	3,731,327	3,425,036	290,396	92%

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

10/1/202

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

^{*}Pending budget amendment

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

GENERAL FUND EXPENDITURE SUMMARY		Current Month	Annual Budget	YTD Actual	YTD Remaining	Var %
Legislative	511000	2,892	34,339	32,623	(664)	95%
Executive	512000	2,729	43,232	36,007	4,350	83%
Financial And Administrative	513000	65,665	397,933	375,082	5,235	94%
Legal Counsel	514000	20,537	313,000	123,301	163,616	39%
Comprehensive Planning	515000	3,348	130,000	103,084	17,733	79%
Public Works	519000	22,205	233,566	186,075	38,962	80%
Law Enforcement	521000	92,809	1,316,291	1,175,183	50,338	89%
Other Public Safety-Code Enforcement	529000	5,576	80,956	69,906	2,566	86%
Garbage/Solid Waste Control Services	534000	27,934	324,253	303,433	(328)	94%
Stormwater Maintenance	538000	0	259,250	5,625	(5,625)	2%
Other Physical Environment-Cemetery	539000	146	2,430	1,256	783	52%
Library	571000	14,389	192,976	149,796	28,959	78%
Parks & Recreation	572000	5,648	65,500	27,352	33,563	42%
Historical Preservation	573000	0	25,753	250	21,760	1%
Special Events	574000	0	33,500	34,857	(1,357)	104%
Other Non Operating Uses Proprietary Funds	950	0	270,248	0	0	0%
Total General Fund Expenditure		263,878	3,723,227	2,623,829	359,891	70%

Current Increase (Decrease) to Reserves:

(140,984.59)

BANK BALANCES

						YTD	
Bank Balances- Per Balance Sheet		Opening Balance	Debit/Credit	Closing Balance	Opening Balance	Debit/Credit	Closing Balance
General Fund	1	1,587,501	(95,489)	1,492,012	557,603	934,410	1,492,012
Police Advanced Training Fund	120	2,788	(1,724)	1,064	1,548	(484)	1,064
Automation/Telecommunication Fund	125	62	0	62	62	0	62
Special Law Enforcement Trust Fund	126	2,434	0	2,434	2,434	0	2,434
Tree Fund	130	1,815	0	1,815	1,815	0	1,815
Water Impact Fee Fund	140	335,854	1,008	336,862	347,161	(10,300)	336,862
Parks & Rec Impact Fee Fund	141	(202,359)	0	(202,359)	(27,275)	(175,084)	(202,359)
Police Impact Fee Fund	142	251,869	752	252,621	277,454	(24,833)	252,621
Infrastructure Fund	150	529,372	(81,114)	448,258	386,377	61,881	448,258
Transportation Fund	152	10,981	700	11,681	0	11,681	11,681
Building Services Fund	155	429,126	1,984	431,110	433,134	(2,024)	431,110
Water Fund	401	205,856	(21,113)	184,743	860,414	(675,671)	184,743
Wastewater Fund	402	10,107	5,805	15,912	50,000	(34,088)	15,912
Stormwater Fund	405	11,896	0	11,896	11,896	0	11,896
Cash in Drawer		300	0	300	300	0	300
*Total Amount in Money Market Account (These funds are included in th	e amounts above)	2,582,980	(142,396)	2,440,584	2,159,258	281,326	2,440,584

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

GENERAL FUND EXPENDITURE BREAKDOWN BY DEPARTMENT

Legislative	511000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	1,350	16,200	14,450	296	89%
Fica	210	84	1,004	896	21	89%
Medicare	211	20	235	210	8	89%
Software & Annual Maintenance	342	116	1,325	1,426	(100)	108%
Travel & Per Diem	400	512	1,000	4,829	(3,829)	483%
Telephone & Communications	410	161	2,200	1,801	177	82%
Website	415	0	4,450	3,705	545	83%
Printing - General	470	0	125	177	(52)	142%
Employee Appreciation	493	0	2,500	1,630	870	65%
Dues, Subscriptions, Licenses	540	0	1,800	1,142	658	63%
Training/Education/Tuition	550	650	1,500	2,208	(708)	147%
Contributions/Donations	820	0	2,000	150	1,450	8%
Total Legislative Expenditures		2,892	34,339	32,623	(664)	95%
Executive	512000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %

Executive	512000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	1,825	24,636	22,340	401	91%
Fica	210	106	1,527	1,303	105	85%
Medicare	211	25	357	305	36	85%
ICMA Retirement Contribution	225	182	2,372	2,143	43	90%
Life & Health Ins.	230	454	5,901	4,872	540	83%
Workers' Compensation	240	0	739	333	406	45%
Travel & Per Diem	400	422	3,200	2,196	834	69%
Dues, Subscription, Licenses	540	135	2,300	2,385	(85)	104%
Training/Education/Tuition	550	(419)	2,200	131	2,069	6%
Total Executive Expenditures		2,729	43,232	36,007	4,350	83%

Financial And Administrative	513000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	1,675	21,777	19,818	283	91%
Salaries	120	6,023	80,300	67,721	6,402	84%
Overtime Wages	140	0	521	58	463	11%
Fica	210	469	6,361	5,348	521	84%
Medicare	211	110	1,488	1,251	119	84%
ICMA Retirement Contribution	225	684	9,493	7,984	776	84%
Life & Health Ins.	230	1,148	14,867	12,170	1,459	82%
Workers' Compensation	240	0	1,287	1,693	(406)	132%
Accounting & Auditing	320	0	38,000	41,538	(3,538)	109%
Bank Fees	321	283	600	3,665	(3,065)	611%
Other Contractual Services	340	3,410	9,000	15,344	(6,344)	170%
Software & Annual Maintenance	342	13,097	19,300	23,951	(4,651)	124%
Codification	347	0	5,000	2,342	2,558	47%
Pre Employment Screening	350	0	750	175	503	23%
Travel & Per Diem	400	777	3,800	1,823	452	48%
Telephone & Communications	410	1,212	12,400	9,642	1,155	78%
Website	415	0	1,000	0	800	0%
Freight/Postage/Shipping	420	439	2,000	2,740	(740)	137%
Utility Services	430	770	6,000	5,326	(41)	89%
Rentals & Leases	440	247	2,700	3,520	(820)	130%
Insurance	451	32,093	129,690	127,908	1,782	99%
R & M - Equipment	460	0	200	196	(36)	98%
R & M - Computer Maint	461	0	3,000	795	2,205	26%
Printing - General	470	0	500	385	116	77%
Advertising	492	425	8,000	5,414	1,258	68%
Office Supplies	510	389	2,800	1,940	860	69%
Operating Supplies	520	1,913	12,000	10,053	1,322	84%
Dues, Subscriptions, Licenses	540	499	1,800	1,756	(32)	98%
Training/Education/Tuition	550	0	3,300	526	1,874	16%
Total Financial And Administrative Expenditures		65,665	397,933	375,082	5,235	94%

Legal Counsel	514000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Legal Fees	316	15,132	300,000	117,504	157,496	39%
Legal Fees-Code Enforcement	319	5,405	13,000	5,797	6,120	45%
Total Legal Counsel Expenditures		20,537	313,000	123,301	163,616	39%
Comprehesive Planning	515000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Town Engineering	316	0	70,000	49,888	13,679	71%
Town Planning	318	3,348	60,000	53,196	4,054	89%
Total Comprehesive Planning Expenditures		3,348	130,000	103,084	17,733	79%
Public Works	519000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	1,353	17,584	15,846	382	90%
Salaries	120	1,923	25,456	24,145	(652)	95%
Overtime Wages	140	46	5,200	385	3,400	7%
Fica	210	203	2,991	2,461	(1)	82%
Medicare	211	47	699	575	66	82%
ICMA Retirement Contribution	225	68	4,824	853	3,599	18%
Life & Health Ins.	230	739	8,868	8,525	(282)	96%
Workers' Compensation	240	0	769	768	1	100%
Other Contractual Services	340	14,374	90,000	85,848	4,152	95%
Travel & Per Diem	400	0	500	213	246	43%
Telephone & Communications	410	212	2,150	1,640	331	76%
Utility Services	430	188	1,575	1,081	361	69%
Rentals & Leases	440	0	2,500	0	2,500	0%
R & M - Equipment	460	0	8,000	649	6,684	8%
R & M - Computer Maint	461	0	500	0	458	0%
R & M - Building	462	789	32,000	16,249	15,751	51%
R & M - Vehicles	463	0	1,000	9,162	(8,162)	916%
Office Supplies	510	0	1,000	155	762	15%
Operating Supplies	520	1,315	16,500	6,923	8,952	42%
Gas & Oil	522	887	8,000	8,851	(1,076)	111%
Uniforms	523	63	1,000	847	143	85%
Safety Equipment	524	0	1,500	650	725	43%
Dues, Subscriptions, Licenses	540	0	300	0	275	0%
Training/Education/Tuition	550	0	650	250	346	38%
Total Public Services Expenditures		22,205	233,566	186,075	38,962	80%

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Law Enforcement	521000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	12,154	158,000	145,492	353	929
Salaries	120	30,300	404,054	354,492	3,075	889
Police - Reserve Salaries	130	680	20,455	11,564	7,918	579
Events Payroll	131	0	12,000	11,413	588	95%
Overtime Wages	140	1,604	47,301	41,344	879	879
Police - Incentive Pay	150	640	6,840	6,780	323	999
Fica	210	2,675	39,048	33,820	3,327	879
Medicare	211	626	9,132	7,910	694	879
Police Retirement Contribution	220	12,256	171,351	152,455	8,784	899
Life & Health Ins.	230	11,765	157,401	128,372	20,225	829
Workers' Compensation	240	0	21,602	21,602	(0)	1009
Other Contractual Services	340	1,133	3,226	2,496	461	779
Software & Annual Maintenance	342	713	11,700	12,986	(1,286)	1119
Pre Employment Screening	350	0	3,500	2,644	564	769
Travel & Per Diem	400	1,118	4,500	4,890	(390)	1099
Telephone & Communications	410	2,099	22,000	22,538	(539)	1029
Freight/Postage/Shipping	420	9	300	128	97	439
Utility Services	430	648	6,000	5,326	474	899
Rentals & Leases	440	0	45,100	45,276	(176)	1009
Insurance	451	0	8,921	8,412	49	949
R & M - Equipment	460	132	5,000	7,742	(2,742)	1559
R & M - Computer Maint	461	35	1,500	49	1,326	39
R & M - Building	462	1,511	2,500	4,067	(1,567)	1639
R & M - Vehicles	463	2,558	30,000	21,976	5,524	739
Office Supplies	510	311	2,500	1,293	998	529
Operating Supplies	520	1,578	25,000	15,542	9,374	629
Gas & Oil	522	2,707	34,000	29,842	3,625	889
Uniforms	523	1,319	5,000	5,872	(944)	1179
Weapons	525	552	5,000	4,619	331	929
Dues, Subscriptions, Licenses	540	0	1,500	1,114	261	749
Training/Education/Tuition	550	550	6,000	4,150	1,850	69%
650 Cap Outlay - Vehicles	650	3,137	40,860	52,042	(11,182)	1279
PD Vest Grant - 09/10	804	0	5,000	6,935	(1,935)	1399
Total Police Expenditures		92,809	1,316,291	1,175,183	50,338	899

Other Public Safety-Code Enforcement	529000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Salaries	120	3,696	48,048	44,264	88	92%
Overtime Wages	140	0	1,889	364	958	19%
Fica	210	219	3,096	2,660	182	86%
Medicare	211	51	724	622	44	86%
ICMA Retirement Contribution	225	370	4,994	4,463	220	89%
Life & Health Ins.	230	875	10,494	9,592	23	91%
Workers' Compensation	240	0	795	795	(1)	100%
Software & Annual Maintenance	342	58	3,220	3,138	(1,228)	97%
Travel & Per Diem	400	0	1,000	530	120	53%
Telephone & Communications	410	91	1,482	1,026	125	69%
Freight/Postage/Shipping	420	45	400	397	(11)	99%
Insurance	451	0	579	579	(0)	100%
R & M - Vehicles	463	10	2,000	233	1,267	12%
Printing - General	470	0	150	0	135	0%
Operating Supplies	520	0	150	5	130	3%
Gas & Oil	522	161	900	882	(87)	98%
Uniforms	523	0	180	0	165	0%
Dues, Subscriptions, Licenses	540	0	105	105	0	100%
Training/Education/Tuition	550	0	750	250	435	33%
Total Other Public Safety-Code Enforcement Expenditures		5,576	80,956	69,906	2,566	86%

Garbage/Solid Waste Control Services	534000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Other Contractual Services	340	27,934	324,253	303,433	(328)	94%
Total Garbage/Solid Waste Control Services Expenditures		27,934	324,253	303,433	(328)	94%
Stormwater Maintenance	538000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Other Contractual Services	340	0	259,250	0	0	0%
Dues, Subscriptions, Licenses	540	0	0	5,625	(5,625)	
Total Stormwater Maintenance Expenditures		0	259,250	5,625	(5,625)	2%
Other Physical Environment (Cemetery)	539000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Software & Annual Maintenance	342	0	930	0	664	0%
Utility Services	430	146 146	1,500	1,256	119 783	84%
Total Other Physical Environment (Cemetery) Expenditures		146	2,430	1,256	/83	52%
Library	571000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	4,308	55,902	54,134	(2,533)	97%
Salaries	120	2,439	31,712	29,154	122	92%
Overtime Wages	140	240	2,000	1,418	48	71%
Fica	210	427	5,556	5,186	(54)	93%
Medicare	211	100	1,299	1,213	(14)	93%
ICMA Retirement Contribution	225	483	8,961	6,222	2,053	69%
Life & Health Ins.	230	894	20,998	9,787	9,059	47%
Workers' Compensation	240	0	1,427	1,427	0	100%
Other Contractual Services	340	667	5,000	7,341	(2,341)	147%
Software & Annual Maintenance	342	116	1,380	1,276	(11)	92%
Pre Employment Screening	350	0	150	0	138	0%
Travel & Per Diem	400	0	500	161	297	32%
Telephone & Communications	410	115	3,980	5,517	(1,537)	139%
Freight/Postage/Shipping	420	0	100	73	27	73%
Utility Services	430	2,200	12,000	11,797	(227)	98%
R & M - Computer Maint	461	0	150	219	(82)	146%
Promotional Activities	480	874	2,000	1,356	474	68%
Employee Appreciation	493	0	500	706	(206)	141%
Office Supplies	510	642	1,000	1,012	(12)	101%
Operating Supplies	520	265	6,000	2,652	3,248	44%
Dues, Subscriptions, Licenses	540	(248)	350	65	255	19%
Training/Education/Tuition	550	Ó	900	0	825	0%
Cap Outlay - Books & Publications LIBRARY ONLY	660	722	30,707	8,938	19,205	29%
Cap Outlay - Books/Publ - EBooks (LIBRARY ONLY)	662	144	404	144	223	36%
Total Library Expenditures		14,389	192,976	149,796	28,959	78%
	<u> </u>					
Parks And Recreation	572000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Other Contractual Services	340	5,250	8,000	6,400	1,600	80%
Utility Services	430	398	3,500	2,596	569	74%
R & M - Equipment	460	0	50,000	14,500	31,335	29%
R & M - Recreation Equip	468	0	1,000	0	915	0%
Operating Supplies	520	0	3,000	3,856	(856)	129%
Total Parks & Recreation Expenditures		5,648	65,500	27,352	33,563	42%
Historical Preservation	573000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Telephone & Communications	410	0	60	0	55	0%
Office Supplies	510	0	1,000	0	915	0%
Operating Supplies	520	0	20,000	0	18,335	0%
Other Non Operating Uses Proprietary Funds	950	0	4,693	250	2,455	5%
Total Historical Preservation Expenditures		0	25,753	250	21,760	1%
Special Events			A I B	YTD Actual	YTD Remaining	YTD %
<u> </u>	574000	Current Month	Annual Budget			
Other Contractual Services	340	0	22,500	21,276	1,224	95%
<u> </u>						

POLICE ADVANCED TRAINING FUND	120					
Police Advanced Training Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Local Law Enforcement Education	351130	66	1,500	1,306	(134)	879
Total Police Advanced Training Fund Revenues		66	1,500	1,306	(134)	87%
Police Advanced Training Fund Expenditures	521000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Travel & Per Diem	400	0	250	0	229	09
Training/Education/Tuition	550	1,790	250	1,790	(1,540)	716%
Other Non Operating Uses Proprietary Funds	950	0	1,000	0	0	09
Total Police Advanced Training Fund Expenditures		1,790	1,500	1,790	(1,311)	119%
TREE FUND	130					
Tree Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Code Enforcement Tree Fine	354300	0	1,000	0	0	0%
Total Tree Fund Revenues		0	1,000	0	0	0%
Tree Fund Expenditures	572000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Other Non Operating Uses Proprietary Funds	950	0	1,000	0	300	09
Total Tree Fund Expenditures		0	1,000	0	300	0%
WATER IMPACT FEE FUND	140					
Water Impact Fee Fund Revenues	_	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Water Impact Fees	322306	0	15,750	3,151	(8,663)	20%
State Grant - Water Supply System	334310	0	86,241	86,241	0	100%
Interest Earnings	361100	1,008	12,296	11,601	329	94%
Total Water Impact Fee Fund Revenues		1,008	114,287	100,993	(8,333)	88%
Water Impact Fee Fund Expenditures	533000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Cap Outlay - Equipment	640	0	86,241	111,293	(25,052)	129%
Other Non Operating Uses Proprietary Funds	950	0	28,046	0	0	0%
Total Water Impact Fee Fund Expenditures		0	114,287	111,293	(25,052)	97%
PARKS & REC IMPACT FEE FUND	141					
Parks & Rec Impact Fee Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Parks & Rec Impact Fees	322303	0	5,000	1,242	(2,508)	25%
Loan Proceeds	384000	0	250,000	. 0	0	0%
Use Of Fund Balance	389900	0	2,100	0	0	0%
Total Parks & Rec Impact Fee Fund Revenues		0	257,100	1,242	(2,508)	0%
Parks & Rec Impact Fee Fund Expenditures		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Parks Expansion	615	0	0	172,575	(172,575)	
Debt Principal/loan	710	0	44,800	0	0	0%
Interfund Loan Repayments	719	0	200,000	0	0	0%
Debt Interest/loan	720	0	12,300	ō	0	0%

POLICE IMPACT FEE FUND	142					
Police Impact Fee Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Police Impact Fees	322302	0	5,000	1,323	(2,427)	26%
Interest Earnings	361100	752	5,760	5,717	437	99%
Use of Fund Balance	389900	0	29,240	0	0	0%
Total Police Impact Fee Fund Revenues		752	40,000	7,040	(1,990)	18%
Police Impact Fee Fund Expenditures		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Cap Outlay - Vehicles	650	0	40,000	31,873	8,127	80%
Total Police Impact Fee Fund Expenditures		0	40,000	31,873	8,127	80%
INFRASTRUCTURE FUND	150					
Infrastructure Fund Revenues		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Discretionary Sales Surtax - Infrastructure Surtax	312630	14,432	212,110	209,039	(4,043)	99%
Interest Earnings	361100	1,294	7,680	7,915	875	103%
Use of Fund Balance	389900	0	46,788	0	0	0%
Infrastructure Fund Revenues Total		15,726	266,578	216,954	(3,169)	81%
Infrastructure Fund Expenditures		Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Cap Outlay - Improvements	630	97,922	266,578	172,509	66,891	65%
Total Infrastructure Fund Expenditures		97,922	266,578	172,509	66,891	65%
TRANSPORTATION FUND	152					
Transportation Fund Revenues	-	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
County Ninth-Cent Gas Tax	312300	1,083	10,000	10,549	1,372	105%
L.F.T First (1 to 6 Cents)	312410	3,798	44,468	42,605	1,846	96%
State Revenue Sharing Proceeds	335125	1,015	11,842	8,901	(1,950)	75%
State Reimbursement, Street Lighting	344990	0	6,688	6,688	(0)	100%
Transporation Fund Revenue Total		5,895	72,998	68,742	1,269	94%
Transportation Fund Expenditures	541000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Other Contractual Services	340	0	39,998	30.162	3,148	75%
Street Lighting	431	2,540	28,000	27,246	(746)	97%
Operating Supplies	520	0	2,000	1,840	155	92%
Safety Equipment	524	0	1,000	0	915	0%
Road Materials & Supplies	530	0	2,000	1,576	259	79%
Total Transportation Expenditures		2,540	72,998	60,823	3,732	83%

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

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BUILDING SERVICES FUND	155					
Building Services Fund Revenues	524000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Zoning Permit Application Fees	322100	0	5,000	742	(3,422)	15%
Plan Review (Bldg Inspector - 100%)	322101	0	5,000	0	(4,163)	0%
Admin Fee (Town - 100%)	322102	0	4,500	0	(3,750)	0%
Inspection Fees Collected Due Contractor	322304	3,128	60,000	66,349	14,349	111%
Permits Town %	322305	0	30,000	10,311	(16,389)	34%
Fees Income - DCA/DBPR	322307	83	2,000	1,675	22	84%
Interest Earnings	361100	1,160	11,528	11,090	576	96%
Building Services Fund Revenues Total		4,371	118,028	90,167	(12,777)	76%
Building Services Fund Expenditures	524000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	1,129	14,910	16,894	(2,034)	113%
Salaries	120	721	9,119	10,388	(1,832)	114%
Overtime Wages	140	0	600	56	530	9%
Fica	210	111	1,527	1,649	(141)	108%
Medicare	211	26	357	386	(48)	108%
ICMA Retirement Contribution	225	137	2,440	2,085	301	85%
Life & Health Ins.	230	324	4,405	4,438	(372)	101%
Workers' Compensation	240	0	392	392	(0)	100%
Other Contractual Services	340	500	1,419	500	919	35%
Contractor - (Bldg Inspector - Progressive)	341	5,153	60,000	52,888	7,112	88%
Software & Annual Maintenance	342	58	860	2,988	(2,197)	347%
Telephone & Communications	410	28	350	308	12	88%

495

510

520

950

DBPR/DCA Impact Fees

Other Non Operating Uses Proprietary Funds

Building Services Fund Expenditures Total

Office Supplies

Operating Supplies

Item	16.

WATER FUND	401		A 1 D	VTD A.I.	VED D	VTD 0/
Water Fund Revenues	533000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
State Grant - Water Supply System	334310	0	4,250,000	0	0	09
Water Sales	343310	71,109	931,277	800,966	(52,685)	869
FEES- NEW CON	343350	0	522,900	536	(964)	09
Water Sys Improvement Fee	343410	10,469	120,000	115,041	5,041	969
Penalty Charges	343600	1,583	21,000	18,289	(961)	879
Utility/Meter Fines	353100	0	4,000	0	(1,665)	09
Interest Earnings	361100	0	26,520	22,890	(1,420)	869
Miscellaneous Revenue	369900	1,140	12,000	15,713	4,713	1319
Use Of Fund Balance	389900	0	141,454	0	0	09
Water Fund Revenues Total		84,301	6,029,151	973,435	(47,942)	169
Water Fund Expenditures	533000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Executive Salaries	110	16,606	219,295	199,522	2,899	919
Salaries	120	27,521	358,924	317,241	14,076	889
Overtime Wages	140	2,655	15,500	24,979	(9,479)	1619
Fica	210	2,801	36,811	32,510	1,471	889
Medicare	210	655	8,609	7,603	382	889
	211	2,410	57,240	28,537		509
ICMA Retirement Contribution Life & Health Ins.	225	•	•		24,667	859
		10,594	135,342	114,501	9,567	
Workers' Compensation	240	0	9,455	9,455	0	1009
Legal Fees	310	0	30,000	25,003	2,598	839
Town Engineering	316	0	20,000	7,700	10,635	399
Accounting & Auditing	320	0	14,250	0	13,063	09
Other Contractual Services	340	34,106	279,152	518,385	(239,233)	1869
Software & Annual Maintenance	342	8,278	9,600	19,070	(10,020)	1999
Travel & Per Diem	400	0	500	0	458	09
Telephone & Communications	410	211	5,103	4,824	279	959
Freight/Postage/Shipping	420	0	200	0	183	09
Utility Services	430	5,030	44,000	49,977	(5,977)	1149
Rentals & Leases	440	0	1,500	822	553	559
Insurance	451	0	61,994	62,153	(159)	1009
R & M - Equipment	460	0	45,000	8,581	32,669	199
R & M - Computer Maint	461	0	500	0	458	09
R & M - Building	462	0	5,000	9,205	(4,621)	1849
R & M - Vehicles	463	0	8,100	156	7,269	29
Printing - General	470	0	100	0	92	09
Miscellaneous Expenses	490	0	50	0	46	09
Advertising	492	0	300	0	275	09
Office Supplies	510	0	1,000	512	405	519
Operating Supplies	520	2,686	230,890	66,801	144,848	299
Uniforms	523	0	150	0	138	09
Safety Equipment	524	0	400	67	299	179
Dues, Subscriptions, Licenses	540	0	800	352	381	449
Training/Education/Tuition	550	0	550	190	314	359
Cap Outlay - Wetland Monitoring	613	0	8,050	0	0	09
Cap Outlay - Improvements	630	0	10,000	16,000	(6,000)	1609
			•	16,000		
Cap Outlay - Water Expansion/System Impr.	633	0	4,260,000	•	(1.400)	09
Debt Principal/loan	710	-	114,085	115,575	(1,490)	1019
Debt Interest/loan	720	0	30,545	29,054	83	959
Other Non Operating Uses Proprietary Funds	950	0	6,156	0	0	09
Water Fund Expenditures Total		113.553	6.029.151	1,668,774	(8,870)	289

WASTEWATER FUND	402					
Wastewater Fund Revenues	535000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
State Grant - Sewer	334351	0	254,501	0	0	0%
Waste Water, CDD	343515	14,067	120,000	146,154	36,153	122%
Waste Water, Town	343525	10,997	106,000	119,228	22,262	112%
Total Wastewater Fund Revenues		25,064	480,501	265,382	58,415	55%
Wastewater Fund Expenditures	535000	Current Month	Annual Budget	YTD Actual	YTD Remaining	YTD %
Legal Fees	310	1,209	0	4,719	(4,719)	
Town Engineering	316	0	0	600	(600)	
Utility Services	430	12,727	120,000	155,330	(35,330)	129%
R & M - Equipment	460	0	339,334	0	268,640	0%
Other Non Operating Uses Proprietary Funds	950	0	21,167	0	0	0%
Wastewater Fund Expenditures Total		13,936	480,501	160,649	227,991	33%