



Town Council Meeting

March 28, 2022 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/85280306984?pwd=N3E2Mkx4YVJxR0xnTVFkTjF3TktZz09>
Meeting ID: 852 8030 6984 | **Passcode:** 308331

Due to COVID-19, the Town of Howey-in-the-Hills is limiting the number of public attendees at meetings to 10 individuals. The Town of Howey-in-the-Hills is also requesting all audience members to wear masks when attending the meeting. The Town encourages everyone who is interested in participating in the meeting to join virtually via ZOOM.

AGENDA

Call the Town Council Meeting to order
Pledge of Allegiance to the Flag
Invocation
Reading of a Poem by Mr. Jim Steele

ROLL CALL

Acknowledgement of Quorum

AGENDA APPROVAL/REVIEW

CONSENT AGENDA

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

- 1.** The approval of the minutes and ratification and confirmation of all Town Council actions at the March 14, 2022 Town Council Meeting.
- 2.** Approval: **Playground Equipment Purchase**

PUBLIC HEARING

OLD BUSINESS

- 3.** Discussion: **Griffin Park playground safety discussion**
- 4.** Discussion: **Future of Sara Maude Mason Park**

NEW BUSINESS

5. Consideration and Approval: **Whispering Hills Extension**

6. Consideration and Approval: **Building Official Agreement**

COUNCIL MEMBER REPORTS

7. Mayor Pro-Tem Conroy

8. Councilor Lehning

9. Councilor Gallelli

10. Councilor Klein

11. Mayor MacFarlane

PUBLIC COMMENTS

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

ADJOURNMENT

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

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

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

Topic: **Town Council Meeting**

Time: **Mar 28, 2022 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85280306984?pwd=N3E2Mkx4YVJxR0xnTVFKTjF3TkttZz09>

Meeting ID: 852 8030 6984

Passcode: 308331

Dial by your location

+1 646 558 8656 US (New York)

+1 346 248 7799 US (Houston)

Meeting ID: 852 8030 6984

Passcode: 308331

Find your local number: <https://us06web.zoom.us/j/85280306984?pwd=N3E2Mkx4YVJxR0xnTVFKTjF3TkttZz09>

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



Town Council Meeting

March 14, 2022 at 6:00 PM

Howey-in-the-Hills Town Hall

101 N Palm Ave

Howey-in-the-Hills, FL 34737

MINUTES

Mayor MacFarlane called the Town Council Meeting to order at 6:00 p.m.
Mayor MacFarlane led the attendees in the Pledge of Allegiance to the Flag.

ROLL CALL

Acknowledgement of Quorum

MEMBERS PRESENT:

Councilor George Lehning | Councilor Marie V Gallelli | Councilor Rick Klein | Mayor Pro-Tem Ed Conroy | Mayor Martha MacFarlane

STAFF PRESENT:

Sean O'Keefe, Town Administrator | John Brock, Town Clerk | Rick Thomas, Police Chief | Morgan Cates, Public Works Director | Azure Botts, Code Enforcement Officer | James Southall, Public Utilities Supervisor (via ZOOM) | Tom Wilkes, Town Attorney (via Zoom) | Tom Harowski, Town Planner (via Zoom)

AGENDA APPROVAL/REVIEW

Motion made by Councilor Gallelli to approve the meeting's agenda; Seconded by Mayor Pro-Tem Conroy.
Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lehning, Councilor Gallelli, Councilor Klein, Mayor Pro-Tem Conroy, Mayor MacFarlane

Nay: None

CONSENT AGENDA

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

1. The approval of the minutes and ratification and confirmation of all Town Council actions at the February 28, 2022 Regular Town Council Meeting.
2. The approval of the minutes and ratification and confirmation of all Town Council actions at the February 28, 2022 Town Council Charter Workshop Meeting.

3. Approval: **Storm Debris Removal, confirmation of option B "County as an Agent" on 2018 Interlocal Agreement (Lake County) starting June 1, 2022 (for 12 months)**

Motion made by Mayor Pro-Tem Conroy to approve of the consent agenda; Seconded by Councilor Lehning.
Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lehning, Councilor Gallelli, Councilor Klein, Mayor Pro-Tem Conroy, Mayor MacFarlane

Nay: None

PUBLIC HEARING

4. Consideration and Approval: (2nd/Adoption Reading) **Ordinance 2022-001 Capital Improvements Schedule Update**

Martha MacFarlane, Mayor, read Ordinance 2022-001 by title only:

AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT IN CHAPTER 8 OF THE TOWN'S COMPREHENSIVE PLAN BY UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO INCLUDE ESTIMATED CAPITAL IMPROVEMENTS FOR FISCAL YEAR 2021-2022 THROUGH FISCAL YEAR 2025-2026 PURSUANT TO THE REQUIREMENTS OF CHAPTER 163 OF THE FLORIDA STATUTES; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor MacFarlane asked Town Administrator, Sean O'Keefe, to introduce this item to the council and give an overview of the Ordinance. Mr. O'Keefe explained that there were three changes that were requested to be made to the Capital Improvement Plan (CIP) during its first reading. The changes that were made as a result of the first reading were: adding a line item for the Howey mausoleum, adjusting the costs for the Well #5 Project, and adding the transportation table (20A) into the CIP.

Mayor MacFarlane opened this item for Public Comment and Questions. There were no public comments, so Mayor MacFarlane closed Public Comment.

Motion made by Mayor Pro-Tem Conroy to approve of Ordinance 2022-001; Seconded by Councilor Gallelli. Motion approved unanimously by roll call vote.

Voting

Yea: Councilor Lehning, Councilor Gallelli, Councilor Klein, Mayor Pro-Tem Conroy, Mayor MacFarlane

Nay: None

OLD BUSINESS

None

NEW BUSINESS

5. Consideration and Approval: **Proclamation Water Conservation Month**

Martha MacFarlane, Mayor, read the Proclamation about declaring the month of April as the Water Conservation Month.

Motion made by Mayor Pro-Tem Conroy to approve the Proclamation; Seconded by Councilor Lehning.
Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lehning, Councilor Gallelli, Councilor Klein, Mayor Pro-Tem Conroy, Mayor MacFarlane

Nay: None

6. Consideration and Approval: **Pamela Szydlik Library Board applicant**

Councilor Gallelli welcomed Pamela Szydlik and thanked her for her time.

Motion made by Mayor Pro-Tem Conroy to appoint Pamela Szydlik to the Howey-in-the-Hills Library Board; Seconded by Councilor Gallelli. Motion approved unanimously by voice vote.

Voting

Yea: Councilor Lehning, Councilor Gallelli, Councilor Klein, Mayor Pro-Tem Conroy, Mayor MacFarlane

Nay: None

DEPARTMENT REPORTS

7. Town Hall

Town Clerk, John Brock, gave the Town Hall report for February 2022. Mr. Brock explained that the number of permits issued may have been down in February due to the transition to Alpha Inspections as the Town's Building Official.

8. Police Department

Police Chief, Rick Thomas, gave the Police Department report for February 2022. Police Chief Thomas explained that Lt. Brown would be absent for a while due to knee surgery that he had just undergone. Chief Thomas also explained that there were two members of the Police Pension Board who had recently left the board and the Town needed to find two new residents to replace them.

9. Code Enforcement

Code Enforcement Officer, Azure Botts, gave the February 2022 Code Enforcement report/update. Code Enforcement Officer Botts handed out a newly designed Code Enforcement brochure and solicited suggestions for the brochure. Mayor Pro-Tem Conroy suggested mailing out the brochure to all residents in the town and adding a section to the brochure that tells residents where they can look up Town Ordinances. Mayor MacFarlane explained that the Town had interviewed Samuel Reda for Special Magistrate and the Town would be moving forward with retaining his services.

10. Public Works

Public Utilities Supervisor, James Southall, gave the February 2022 Public Utilities report. Mr. Southall explained that the town was in the process of cleaning its 500,000 primary water storage tank; once that was complete the tank would be inspected before being brought back online. This process was expected to take three days.

Public Works Director, Morgan Cates, gave the February 2022 Public Works Department report. Mayor Pro Tem Conroy stated that he thought the maintenance of Sara Maude Mason Park looked terrible.

Councilor Klein identified that there were benches that looked horrible at Sara Maude Mason Park and wanted them replaced with metal benches. Councilor Gallelli suggested that the Public Works Department get trail cameras and use it to see who is breaking the boards on the boardwalk at Sara Maude Mason Park.

11. Library

Town Administrator, Sean O'Keefe, gave an update on the Town's library. Mr. O'Keefe stated that the Town's library submitted two county impact fee applications. One of the applications submitted was for \$7,500, which was for furniture, furnishings, display cubes, and storage items and a second application for \$40,000 worth of books in a special collection of children's literature.

12. Parks & Recreation Advisory Board / Special Events

Town Administrator, Sean O'Keefe, gave the Parks & Recreation report which had been submitted by the board's chair, A.J. Quinones. Mr. O'Keefe and Mayor MacFarlane stated that the Parks & Recreation board chair and others were assisting to plan future events (Easter Egg Dash and Howey Founders Day) due to the resignation of the Events Committee and that the Parks & Recreation board was seeking new volunteers so that it could restart the Events Committee. Mayor MacFarlane stated that she needed Town Councilors to volunteer to assist with the Easter Egg Dash Event on Saturday April 16th.

Mr. O'Keefe stated that the board had submitted its suggestions for how the Town should proceed with the utilization of Pines Park. Mayor Pro-Tem Conroy stated that Town needed to work with the Lake County Trails association to make Pines Park a trailhead. Mayor Pro-Tem Conroy also wanted a joint meeting between the Parks & Recreation Board and the Town Council so that the board could hear what the Town Council supports or doesn't support.

13. Town Attorney

Town Attorney, Tom Wilkes, stated that, during the most recent Florida legislative session, SB620 Local Government Protection Act was passed, and it will have a negative impact on municipalities in Florida. Mr. Wilkes wanted to give a summary of this bill at a future Town Council meeting.

14. Town Administrator / Finance Manager - Finance and Development Reports

Sean O'Keefe, Town Administrator, gave the February 2022 Financial Report. Mr. O'Keefe stated that the Town had paid off its highest interest loan. Mr. O'Keefe also stated that the Daryl Carter parcels would be moving forward with possible annexation into the Town. Mr. O'Keefe also stated that the Town had put out an RFP for Solid Waste services for the Town.

COUNCIL MEMBER REPORTS

15. Mayor Pro-Tem Conroy

Mayor Pro-Tem Conroy thanked Town Clerk, John Brock, for getting the minutes out on a timely basis.

16. Councilor Lehning

Councilor Lehning stated that he believed the entire Town's staff has done a tremendous job. Councilor Lehning also stated that he would like a future meeting to discuss the Town Council's interest in Annexation of lands to grow the Town. A 15- to 20-minute-long Town Council Workshop was set up for 03/28/2022 at 5:40 p.m. to discuss future annexations.

Councilor Lehning stated that the Town would need to have a public meeting to discuss the Thompson Grove's roadway interconnection with the older part of the Town, if this project moved forward.

Councilor Lehning also brought up the topic of short-term rental properties and asked about the possibility of the Town regulating this type of rental. Town Attorney, Tom Wilkes, stated that the Town can regulate this, to some extent, by regulating noise and parking but can not prohibit short-term rentals.

Councilor Lehning stated that Town should create an outreach program to recruit volunteers for the Town and stated that he would be willing to head up the program. Councilor Lehning suggested that the outreach program could go door-to-door inviting residents to a hot dog cookout at Griffin Park to educate the residents on volunteering opportunities within the Town. Mayor MacFarlane suggested that a handout or pamphlet should be created to use for this purpose. Councilor Klein suggested using events such as the Easter Egg Dash to educate and recruit volunteers.

17. Councilor Gallelli

Councilor Gallelli asked for a status update on the Downtown Sewer project and the sale of the Town's old landfill.

18. Councilor Klein

Councilor Klein stated that some people, who seem not to be Town residents, have been using the finger piers for fishing and he suggested that the usage of these piers should somehow be restricted to just town residents. Town Administrator, Sean O'Keefe, suggested that this topic should be sent to the Parks & Recreation Board for evaluation.

Councilor Klein also stated that it was noble in the past for the Town Council to cut the Councilors' pay in half, but he suggested that it might be time to restore the Councilors' pay back up to the previous levels.

19. Mayor MacFarlane

Mayor MacFarlane thanked everyone for their attendance and participation at the Town Council meeting, which has been excellent. Mayor MacFarlane also stated that, due to work levels, she thought that it was time for the Town to hire a full-time Finance person.

Mayor MacFarlane asked Chief Thomas to order safety vests in green for the Event volunteers to wear during events like the Easter Egg Dash. Mayor MacFarlane also stated that she thought the Town would need to do more for volunteer recognition.

PUBLIC COMMENTS

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

Donna Klein, 701 N. Lakeshore Blvd – Mrs. Klein asked about the status of the Griffin Park exercise equipment, as the padding was all gone from it.

Kathy Coleman, 706 Santa Cruz Lane – Ms. Coleman stated that she was a Board Member for the Friends of the Library (FOL). Ms. Coleman asked for residents to join the FOL to help support the Town's library. Also, Ms. Coleman wanted to make everyone aware that the FOL would be hosting a Masquerade Ball in June to raise money for the library.

ADJOURNMENT

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

The Meeting adjourned at 7:40 p.m. | **Attendees: 25**

Mayor Martha MacFarlane

ATTEST:

John Brock, Town Clerk

DRAFT



Date: March 28, 2022
To: Mayor and Town Council
From: Sean O’Keefe
Re: Playground Equipment Purchase

Objective:

To improve the borders around the playground equipment at both Central Park and Griffin Park.

Summary:

Per the purchasing policy, sole source purchases of over \$10,000 require council approval. The proposed playground borders for Central Park and Griffin Park will match existing borders at Central Park around the playground equipment. These matching borders are only available through a single vendor, and therefore qualify as a sole source purchase, which does not require multiple quotes or a bidding process.

Recommended Motions:

The Town Council has the following options:

1. The Town Council motions to approve
OR
2. The Town Council motions to approve with the following conditions
OR
3. Motion to Deny

Fiscal Impact:

There is a one-time fiscal impact of \$10,764.37 to the Town.

Staff Recommendation:

Staff recommends approval for the purchase of the playground borders.

February 17, 2022

Howey-In-The-Hills
PO Box 128/101 N. Palm Ave.
Howey-in-the-Hills, FL 34737

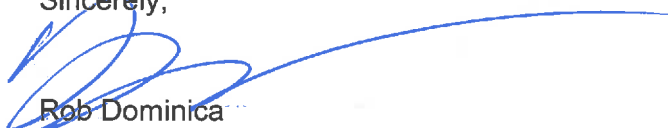
To Whom It May Concern:

This is to confirm that Dominica Recreation Products is a "sole source" supplier for GameTime park and playground equipment and replacement parts in the state of Florida.

They are the exclusive representative for GameTime in the states of Florida and Georgia and all purchases for GameTime equipment must be processed through their office before GameTime can ship. All purchase orders should be made out to GameTime directly, as invoicing will come from GameTime.

If we may provide you with additional information or details, please do not hesitate to contact us.

Sincerely,



Rob Dominica
President
800-432-0162 ext. 113
robd@gametime.com



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

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102526
Item 2.

Borders - Park 1

Town of Howey in the Hills
Attn: Sean O'Keefe
101 N. Palm Avenue
Howey in the Hills, FL 34737
Phone: 352-705-6100
sokeefe@howey.org

Ship to Zip 34737

Quantity	Part #	Description	Unit Price	Amount
133	4850	GameTime - 8" Playcurb Pkg	\$63.00	\$8,379.00
3	4854	GameTime - Accessible Playcurb	\$433.00	\$1,299.00
Contract: OMNIA #2017001134			Sub Total	\$9,678.00
			Discount	(\$1,548.48)
			Material Surcharge	\$1,521.87
			Freight	\$1,112.98
			Total	\$10,764.37

This quote was prepared by Jennifer Cassidy, Customer Service.
For questions or to order please call - 800-432-0162 ext. 105 jenniferc@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

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C
102526
Item 2.

Borders - Park 1

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$10,764.37**



TMHConsulting@cfl.rr.com
97 N. Saint Andrews Dr.
Ormond Beach, FL 32174
PH: 386.316.8426

MEMORANDUM

TO: Howey-in-the-Hills Town Council
CC: J. Brock, Town Clerk
FROM: Thomas Harowski, AICP, Planning Consultant
SUBJECT: Whispering Hills Preliminary Subdivision Plan Extension
DATE: March 24, 2022

In February 2022 the Town received an application for final subdivision plan approval for the Whispering Hills subdivision (156 lots off Buckhill Road). The Development Review Committee met with the applicant on March 9, 2022, to review the plans and provide comments. Some of the comments resulted in the need to gather additional survey data to allow for a more detailed engineering analysis of the subdivision design as it proceeds down the slope to Little Lake Harris. Timing on the resubmittal of the plans will depend on the completion of this analysis.

The applicant has informed the Town that the lead time to complete the necessary survey work will prohibit a rapid resubmittal of the plans. The extensive development activity statewide has resulted in a very high demand for survey services often resulting in long lead times for the preparation of plans. The current limitation on survey services is a condition beyond the applicant's control which would support an extension of the time to submit revised plans. Section 4.05.10 of the land development code allows for the Town to grant an extension of the preliminary subdivision plan approval prior to the required action on a final subdivision plan. The grant of the allowed one-year time extension to obtain final subdivision approval seems appropriate in this case.

From: clay@redjackdev.com
To: [John Brock](#); [Tom Harowski](#)
Subject: Whispering Hills
Date: Sunday, March 13, 2022 2:58:38 PM

Good Day.

After speaking with the engineer of record and the landscape architect, we believe we will need more time, beyond April 1st, in order to return the requested information back to the Town of Howey In The Hills.

Just the survey's alone (off site utilities, ROW's, Easement from Lake County School Board, and title searches) will take 3-4 months.

So, we, now, request an extension of time to gather these final requirements and deliver confident answers for all involved (especially us).

Maybe the time extension is what we seek for the April agenda?

Clay.



Date: March 28, 2022

To: Mayor and Town Council

From: Sean O’Keefe

Re: Building Official Agreement

Objective:

To provide ongoing Building Official services within the Town.

Summary:

Alpha Inspections has temporarily been providing Building Official services to the Town since February. After considering hiring an in-house Building Official and experiencing the work performed by Alpha Inspections, the proposal of retaining their services on an ongoing basis is being made. The agreement would be a piggyback agreement from Mascotte’s agreement with Alpha Inspections, with a 70/30 split of permit fees between the contractor and the Town.

Recommended Motions:

The Town Council has the following options:

1. The Town Council motions to approve
OR
2. The Town Council motions to approve with the following conditions
OR
3. Motion to Deny

Fiscal Impact:

There would be an ongoing contractual obligation of 70% of all permit fees received to be paid to the contracted company.

30% of all permit fees would be retained by the Town in the Building Services Fund (a restricted fund).

Staff Recommendation:

Staff recommends piggybacking on the Mascotte agreement with Alpha Inspections to retain Building Official services.

ALPHA INSPECTIONS, INC
15141 Bridgedale Court
Clermont, FL 34715

**Contract for Municipal
 Inspection Services
 (“Agreement”)**

THIS AGREEMENT is made as of the 1st day of April, 2022, (“Effective Date”) between Alpha Inspections, Inc., a Florida corporation, whose address is 10027 Tween Waters Street, Clermont, Florida 34715 (“Agency”), and the Town of Howey-in-the-Hills, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose address is 101 N. Palm Ave, Howey-in-the-Hills, Florida 34737 (“Municipality”).

WHEREAS, the Municipality requires a highly qualified, professional inspection service, to inspect building and mechanical installations for new construction in compliance with the Florida Building Code, and

WHEREAS, Agency proposes to provide inspection services for the Municipality including inspectors and meeting the Municipality’s needs for such inspections,

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Agency will provide for the Municipality, inspectors whose duties shall be the inspection of new construction, including plan review and field inspections and other such installations as required by the Municipality.
2. All inspectors shall be BCAI certified in construction, HVAC, Electrical and Plumbing or as otherwise required by the State of Florida, for the disciplines in which they practice.
3. If and to the extent allowed by law, each party hereby agrees to indemnify and hold the other party harmless for, from and against any and all claims, liens, causes of action, damages, liabilities or obligations which arise out of or are in any way related to the acts or omissions of the indemnifying party or its public officials, officers, directors, employees, agents, guests and invitees in connection with this Agreement, including but not limited to costs, expenses and reasonable attorney’s fees incurred in connection with defending against any such matters. The Agency agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of not less than FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). A certificate of insurance indicating that such policies are in full force and effect will be supplied to the

Municipality. The Municipality agrees to provide to the Agency proof of the existence of comprehensive general liability insurance upon request.

4. All permit fees for the services performed by the Agency for the Municipality shall be collected by the Municipality. The amount of the permit fees to be collected by the Municipality are set forth in Exhibit 1 (Fee Schedule) of this Agreement, and represent the minimum fees that may be collected by the Municipality, which may be amended from time to time by the City Council. The Municipality shall compensate the Agency at a rate of seventy percent (70%) of the permit fees collected. The Agency shall invoice the Municipality for the services provided on a monthly basis. The Municipality shall pay the invoiced amounts to the Agency within thirty (30) days from the date that the invoice is delivered to the Municipality. In the event that payment is not made by the date due, then past due amounts shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is less. In addition, if the Municipality fails to make payment when due, and such failure continues for five business days after written notice from Agency, then Municipality shall be in default of its obligations under this Agreement. In the event that the Municipality disputes the amounts set forth in an invoice, the Municipality shall pay to the Agency any and all undisputed amounts by the date due and submit written notice of the disputed amount, with details of the nature of the dispute and the services disputed. Disputes must be submitted in writing within thirty (30) days of the date of delivery of the invoice. If the dispute is resolved against the Municipality, then the Municipality shall pay such amounts plus interest (1.5% per month) accruing since the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed and then to oldest to newest principal owed.
5. The municipality shall provide a permit tech whose duties shall include calculating permit fees, documenting inspection and permit activity, providing reports to outside agencies as needed, answering phone calls related to permits, providing simple zoning clearances for fences, sheds and SFRs in platted subdivisions, and other duties normally associated with the permit tech job title, or as mutually agreeable to the Municipality.
6. From time to time, at the direction of the Municipality, the Agency shall perform inspections for which no permit fee is required to be collected by the Municipality such as complaints and property maintenance inspections, and inspections from permits issued prior to the effective date of this contract. The Agency shall perform such inspections and forward the resulting reports and findings to the appropriate person(s). The Municipality shall compensate the Agency for any such activities, inspections, reports and meetings relating to such duties where a fee is not generated at a rate of \$65.00 per hour, during normal business hours and \$150.00 per hour during holidays and weekends.
7. The Agency will recognize the Municipality's Holiday schedule in the Agency's time off policy. The Municipality shall provide the Agency with an annual Holiday schedule. During official holidays, no inspections or office hours will be performed unless previously approved by the Town Administrator.

8. During the term of this Agreement, and for a period of six (6) months after termination of this Agreement, the Municipality shall not negotiate, solicit, employ, contract or hire, any inspector or employee of the Agency, or any former inspector or employee of the Agency who had been employed with the Agency within the previous six (6) months. In the event that the Municipality breaches this Paragraph 7 of this Agreement, the Municipality agrees that on request by the Agency the Municipality will discharge that employee, or pay to the agency a fee of fifty thousand dollars. Such prohibition of employment or contracting with the former employee of the Agency shall include the employment or contracting by the Municipality of any individual, corporation, partnership, limited liability Company, or other entity, in which the former employee of the Agency is employed or contracted. The remedies set forth herein are in addition to any other remedies provided by law. The rights and obligations of this Paragraph 7 shall survive the term and expiration or termination of this Agreement.

9. If a court of competent jurisdiction finds or holds any part of this Agreement to be invalid or unenforceable for any reason, then only the invalid or unenforceable provision or section shall be affected and the remaining portions of this agreement shall remain and continue in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provisions.

10. The term of this Agreement shall be five (5) years, commencing on the Effective Date of this Agreement ("Term"). Either party may terminate this Agreement "for cause". "For cause" shall be defined as a breach or failure to adhere with the obligations, terms or conditions of this Agreement. Termination "for cause", relating to breaches or failures to adhere other than payment (as set forth in Paragraph 4) shall only be permitted in the event that the breach or failure to adhere with the obligations, terms or conditions of this Agreement continue for sixty (60) days after delivery of written notice to the breaching party. If the breach or failure is related to payment for services invoiced, then the time provisions in Paragraph 4 shall control. In the event that the "for cause" is of the type that should not be permitted to be cured, then the non-breaching party shall give the breaching party one hundred twenty (120) days' notice, in writing, after which the Term of the Agreement shall be terminated. In the event that the Agreement is terminated "for cause" the Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of termination. In addition, the Agreement may be terminated by either party, without "cause", with one hundred twenty (120) days written notice. However, this Agreement shall not be terminated by the Municipality, within the four (4) months immediately following the seating and swearing-in of one or more new council members. If the Municipality terminates the Agreement without "cause" before the end of the Term, then the Municipality shall pay a lump sum "termination fee" to the Agency. The "termination fee" shall be 50% of the average monthly gross permit fees billed by the Agency over the past year immediately prior to the date of the notice of termination, multiplied by twelve (12). In addition, the Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of the termination. This agreement will

automatically renew for an additional five-year term unless either party provides written notice to the other party no less than 120 days prior to the expiration of a term.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.
12. This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.
13. Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
14. The Municipality shall provide for the Agency office space, applicable forms, desks, desk chairs, file cabinets, local phone service and use of a computer, photocopier and fax machine for the Agency during the Term of this Agreement. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.
15. The Agency agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.
15. The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.
16. Any individuals signing on behalf of legal entities represent, by their signature, that they have the authority to bind that legal entity.
17. The Agency shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Agency shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Municipality in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that the Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;
 - d. Meet all requirements for retaining public records and transfer, at no costs, to the Municipality all public records in possession of the Agency upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Municipality in a format that is compatible with the information technology systems of the Municipality.
18. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of such an event.
19. Any notices provided by one party to the other party pursuant to this Agreement shall be in writing and deemed given on (i) the date delivered, if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend, legal holiday or after 5:00 pm on a business day); or (ii) the business day after dispatch if sent by overnight courier; or (iii) the third business day after dispatch if sent by US Mail. All notices shall be addressed as follows:

IF TO AGENCY:
 ALPHA INSPECTIONS, INC.
 Attn: Jennifer Murphy, President
 15141 Bridgedale Court
 Clermont, Florida 34715

IF TO MUNICIPALITY:
 Town of Howey-in-the-Hills
 Attn: Town Administrator

JENNIFER MURPHY, PRESIDENT
ALPHA INSPECTIONS INC (AGENCY)

DATE

Town of Howey-in-the-Hills (MUNICIPALITY)

DATE

EXHIBIT 1

FEE SCHEDULE

Building Permit Fees		
a)	Administrative fees	
	Double permit fee for all work that started prior to permit issuance (per Florida Building Code)	
	1)	Failure to call for an inspection 50.00
	2)	Re-inspection fee 50.00
	3)	Zoning fee 75.00
b)	Agricultural buildings	
	1)	New structures 9.00 per thousand total valuation
		Minimum permit fee 60.00
	2)	Additions & remodel 9.00 per thousand total valuation
		Minimum Permit Fee 60.00
	3)	Plan Review 0.25 per thousand total valuation
		Minimum permit fee 60.00
	4)	Plan Revision Fee 60.00
c)	Commercial Buildings	
	1)	New structures 9.00 per thousand total valuation
		Minimum permit fee 75.00
	2)	Additions 9.00 per thousand total valuation
		Minimum permit fee 75.00
	3)	Remodel 9.00 per thousand total valuation
		Minimum permit fee 75.00
	4)	Accessory structure 9.00 per thousand total valuation
		Minimum permit fee 75.00
	5)	Roof/reroof 9.00 per thousand total valuation
		Minimum permit fee 75.00
	6)	Plan review 2.00 per thousand total

			valuation
		Minimum fee	180.00
		Plan revision fee	100.00
	7)	Change in occupancy or use	150.00 per thousand total valuation
	8)	Other	7.00 per thousand total valuation
		Minimum permit fee	75.00
d)	Electrical permit		
	1)	For new structures, additions & alterations	0.90 per thousand total valuation plus min. fee
		Minimum permit fee	60.00
e)	Gas Permit		
	1)	For new structures, additions & alterations	0.90 per thousand total valuation plus min. fee
		Minimum permit fee	60.00
f)	HVAC permit		
	1)	For new structures, additions & alterations	0.90 per thousand total valuation plus min. fee
		Minimum permit fee	60.00
g)	Plumbing permit		
	1)	For new structures, additions & alterations	0.90 per thousand total valuation plus min. fee
		Minimum permit fee	60.00
h)	Irrigation permit		
	1)	For new structures, additions & alterations	0.90 per thousand total valuation plus min. fee
		Minimum permit fee	60.00
		Minimum permit fee commercial	150.00 for first acre plus \$5.00 p/acre thereafter
i)	Mobile home permit		
	1)	Minimum for building only, does not include accessory structures, includes elec., mech. & plumb. permits	270.00
j)	Razing fee		
	A.	50.00 for the first 2,000 sq. ft. of floor area of the perimeter without utilities.	
			18.00 per 1,000 sq. ft. of floor area thereafter.
	B.	80.00 for the first 2,000 sq. ft. of floor area of the perimeter with out utilities.	
			30.00 per 1,000 sq. ft. of floor area thereafter.
k)	Residential buildings		
	1)	New construction	5.50 per thousand total

			valuation
		Minimum permit fee	60.00
	2)	Alterations & remodel	7.50 per thousand total valuation
		Minimum permit fee	60.00
	3)	Accessory structures	7.50 per thousand total valuation
		Minimum permit fee	60.00
	4)	Re-roof	60.00
	5)	Plan review	0.50 per thousand total valuation
		Minimum fee	60.00
		Plan revision fee	60.00
I)	Individual permit cost		
	1)	Re-roof	60.00
	2)	Fence—bldg. \$60.00 & \$75.00 zoning	135.00
	3)	Sheds—bldg. \$60.00 & \$60.00 plan review & \$75.00 zoning fee	195.00
	4)	Doors—bldg. \$60.00	60.00
	5)	Windows—bldg. \$60.00	60.00
	6)	Irrigation—residential \$60.00	60.00
	7)	Awnings—\$60.00	60.00
	8)	New meter box—\$60.00	60.00
	9)	Screen enclosure—bldg. \$60.00 & plan review \$60.00 & zoning fee \$60.00	195.00
	10)	Above grnd. pool—bldg. \$60.00 & elec. \$60.00 & zoning fee \$60.00	195.00
	11)	Patio—bldg. \$60.00 & zoning fee \$75.00	135.00
The value of construction for permits will be determined by the most recent publishing of the ICC (International Code Council), building valuation data, to estimate per square foot value including the regional modifier, of all areas under roof according to the type of construction and use.			



Progressive Inspections, Inc.

10320 Von Frankenstein Ct. - Howey-in-the-Hills, FL34737-4544

Cell: 352-636-8024 - E-Mail: ProgressiveInsp@Gmail.com

CONTRACT FOR PROFESSIONAL BUILDING INSPECTION SERVICES

WHEREAS, the Town of Howey-in-the-Hills ("Municipality") requires a highly qualified professional building inspection service to perform building and inspection services, sensitive to community needs.

WHEREAS, Progressive Inspections, Inc., a corporation ("Agency") proposes to provide building and inspection services for the Municipality. Services will encompass all aspects of a full service Building Department for permitting and plan review through inspections of all the Municipality's construction needs.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained in this agreement, the parties agree that:

1. The Building Department:

a. The Agency shall provide a Certified Building Official, Certified Building Inspectors, Certified Plumbing Inspectors, Certified Electrical Inspectors, Certified Mechanical Inspectors, Certified Plans Examiners for all trades to staff and provide Inspections and Administrative Service to the Town of Howey-in-the-Hills. The Agency will provide an employee who is hereby designated as the Building Official of the Municipality. The Building Official by virtue of his Building Code Administrators license is licensed to perform Inspections and Plan Review in all the above trades.

b. All Inspectors shall possess State of Florida Standard Certification in their respective disciplines. All Inspectors must have a minimum of five (5) years of experience in the construction industry, and the Building Official must have at least ten (10) years experience as per the Florida Building Code. The Building Official, Inspectors and Plans Examiners shall be certified through the Building Code Administrators and Inspectors Board (BCAIB) in Building Construction, Mechanical, Electrical and Plumbing as required by Section 468 of the Florida Statutes.

c. The Agency has the responsibility and duty to ensure that all inspection personnel's licenses are current and that the CEU's (Continuing Education Units) are up to date as per Florida Statutes.



Progressive Inspections, Inc.

d. The Agency shall pay all necessary fees and charges to keep all required licenses and certifications in place for the term of this agreement.

2. The Service and Equipment Provided:

a. The Agency shall provide field communication equipment for its personnel with a minimum of a cellular phone per Inspector. The Municipality shall be provided with the phone and pager numbers of the employees and the employees must respond promptly to the Municipality's calls. The phone number must be in service during the terms of the agreement.

b. The Agency shall enforce all building, housing and associated Codes adopted by the Municipality, as well as applicable County, State and Federal regulations, codes, ordinances and statutes.

c. The Agency shall provide supplemental support and administrative coordination for inspections and plan review.

d. The Agency shall provide regular municipal office hours to ensure availability of Building Department staff for the public. The Agency shall be available from 8:30 a.m. to 5:00 p.m., Monday through Friday, or as deemed necessary by mutual agreement and/or intensity of building activity.

e. The Agency shall provide support and assistance to the Municipality's code enforcement officers for enforcing building activities in the building code and the Municipality's Code of Ordinances and Land Development Code.

g. The Agency shall work in conjunction with the Municipality's Fire Inspector and Fire Marshal and other applicable officials in ensuring all buildings meet the minimum Code requirements, plans review, inspections and the issuing of certificate of occupancies or certificate of uses.

h. The Agency shall provide all forms, permits and applications necessary to perform all the responsibilities required herein. In addition, the Agency shall provide all necessary Code books.

i. The Building Official shall attend Staff Meetings, Council Meetings, Code Enforcement Board Meetings and Planning and Zoning Meetings and other meetings when required by the Mayor or the Town Clerk.

j. The Municipality shall compensate the Agency for all work requested by the Municipality and which is performed by the Agency after normal business hours (8:30 a.m. to 5:00 p.m., Monday through Friday) at the rate of \$90.00 for each hour.



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k. The Agency shall provide inspections and services for which no permit fee is required. These services and inspections shall be at the direction of the Municipality and will be invoiced to the Municipality based on a set hourly fee of \$90.00.

l. The Agency shall provide inspections during inclement weather conditions, except during a natural disaster or other unsafe conditions when the Municipality has suspended such services. No contractual services can be suspended without the Municipality's permission.

m. The Agency shall maintain computer records of all building permit data generated as a result of the services provided. Such records are public records and the property of the Municipality.

3. Vehicles: The Agency shall provide vehicles in safe operating condition for its personnel.

4. Billing System:

a. All permit and fees for any services provided by the Agency for the Municipality shall be collected by the Municipality, who shall compensate the Agency at a rate of **one hundred percent (100%) of the fees collected for plan review, eighty percent (80%) of the fees collected for re-inspection, and seventy percent (70%) of the remaining fees collected per Attachment A.** Once total fees collected by the Municipality exceed \$150,000 dollars for the calendar year, the rate shall drop, and the Agency shall be compensated at a rate of **sixty percent (60%)** of the fees collected. Once the total fees collected by the Municipality exceed \$500,000 for the calendar year, the rate shall drop, and the Agency shall be compensate at a rate of **fifty percent (50%)** of the fees collected. The fees collected shall be based on the approved fee schedule, a copy of which is attached hereto as **Attachment A.**

b. The Agency shall provide to the Municipality, a statement for services rendered, and a recap of permits issued each monthly by the 5th day of the following month.

c. The Agency shall invoice the Municipality based on the approved fee schedule. The Agency shall provide the Municipality with an invoice no later than the 5th day of the month for services performed for the preceding month. All invoices submitted by the Agency and approved by the Municipality shall be paid by the Municipality on a net thirty-day schedule.

5. Indemnity: The Agency shall defend, indemnify and hold harmless the Municipality, its employees, officials, and agents from and against any and all claims, suits, demands or actions arising out of or resulting from the performance of services under this agreement by the Agency.

6. Insurance: The Agency agrees to, at all times, at its expense, carry the insurance listed below. A certificate of insurance indicating that such policies are in full force and effect will be supplied by the Agency to the Municipality before services commence under this agreement.



Progressive Inspections, Inc.

a. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Municipality. The Agency shall provide Certificates of Insurance to the Municipality prior to the commencement of any work. The Certificate shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of insurance shall be without thirty (30) days prior written notice to the Municipality. Compliance with the foregoing requirements shall not relieve the Agency of his/her liability and obligations under this Contract.

b. **Workers' Compensation:** The Agency will provide Workers' Compensation for all of their employees. The limits will be statutory limits for Workers' Compensation and \$500,000 for Employer's Liability. The President of a Corporation may exempt himself from Workers' Compensation. Proof of legal exemption shall be furnished to the Municipality.

c. **Comprehensive General Liability:** The Agency will provide coverage for all operations including, but not limited to, Contractual, Products and Complete Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

d. **Comprehensive Automobile Liability:** The Agency will provide complete coverage for owned and non-owned vehicles for limits not less \$1,000,000 Combined Single Limit (CSL) or its equivalent.

e. The Agency shall carry professional liability as well as errors and omission insurance in a minimum amount of \$1,000,000 Combined Single Limit (CSL) or its equivalent.

f. All insurance other than Workers' Compensation to be maintained by the Agency shall specifically include the Municipality as an additional insured.

7. The Municipality Provides: Office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier and fax machine for the Agency during the term of this agreement. The Agency shall pay the cost for its long distance phone charges other than those related to Municipal business, office supplies and office equipment necessary for the performance of its responsibilities. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.

8. Legal:

a. If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

b. The laws of the State of Florida with respect to interpretation and performance shall govern this agreement. Any suit brought in connection with this agreement will be brought and maintained in Lake County, Florida.



Progressive Inspections, Inc.

c. Agency shall perform under this agreement as an independent contractor and nothing contained herein shall in any way be construed to render Agency (or any employees or agents of Agency) as representatives, agents, subagents, or employees of Municipality. Agency agrees and understands that Municipality is not required to and will not withhold any federal income tax, social security tax, or state and local tax nor will Municipality secure worker's compensation insurance or employee's liability insurance of any kind or to take any other action with respect to the insurance or taxes of Agency (or any employees or agents of Agency). In no event and under no circumstances shall any provision of this agreement make Municipality liable to any person or entity that contracts with or that provides goods or that provides goods or services to Agency in connection with the services Agency has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Agency, and there is no contractual relationship, either express or implied, between Municipality and any person or entity supplying any work, labor, services, goods or materials to Agency as a result of the services provided by Agency hereunder or otherwise. Agency agrees to indemnify and hold Municipality harmless from and defend Municipality against any claims by Agency or any employees or agents of Agency arising from any tax, worker's compensation, or employment compensation laws or regulations.

d. This agreement shall not authorize the performance of any construction work within the Municipality by persons or organizations not duly licensed. The Municipality shall not issue a building permit to any contractor, subcontractor, or others for the performance of work in the Municipality who are not properly licensed and authorized to do such work. The Agency will not authorize or allow any development, which is in violation of any Municipal, State or Federal law.

e. The Agency shall complete all Building Inspections and issue a Certificate of Occupancy for all permits issued and for which payment was received, after contract termination.

9. Public Records.

a. To the extent the Agency is acting on behalf of the Municipality as provided under Subsection 119.011(2) of the Florida Statutes, the Agency shall:

- i. Keep and maintain public records required by the Municipality to perform the services under this Agreement.
- ii. Upon request from the Municipality's custodian of public records, provide the Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the Municipality.



Progressive Inspections, Inc.

- iv. Upon completion of the Agreement, transfer, at no cost to the Municipality, all public records in possession of Agency or keep and maintain public records required by the Municipality to perform the service. If the Agency transfers all public records to the Municipality upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Municipality, upon request from the Municipality's custodian of public records, in a format that is compatible with the information technology systems of the Municipality.
- b. If the Agency fails to provide the public records to the Municipality within a reasonable time the Agency may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Municipality may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- c. **IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF HOWEY-IN-THE-HILLS, 101 N. PALM AVE. HOWEY-IN-THE-HILLS, FLORIDA 34737, EMAIL: DBURKE@HOWEY.ORG; TELEPHONE: (352) 324-2290 .**

10. Termination: The Municipality and the Agency have the right to terminate this agreement, at any time, without cause. In the event of termination of this agreement by the Municipality, the Municipality shall be obligated to pay all approved invoices submitted by the Agency for work performed by the Agency and approved by the Municipality through the date of termination.

11. Initial Agreement Term:

a. The initial term of the agreement shall be for a period of one (1) year beginning on the last signature date below, and shall be automatically renewed for a period of one (1) year unless canceled by either party with a sixty (60) day written notice. After the second one (1) year extension, the agreement shall automatically be renewed unless canceled by either party with a sixty (60) day written notice prior to the expiration date of the agreement.

b. The Agency agrees to provide these services commencing the date of this document or as mutually agreeable.



Progressive Inspections, Inc.

Ronald Frank v. Frankenstein 11/4/19

Ronald E. Frank von Frankenstein, President
PROGRESSIVE INSPECTIONS, INC. (AGENCY)

DATE

Martha MacFarlane 11/1/2019

THE TOWN OF HOWEY-IN-THE-HILLS (MUNICIPALITY)

DATE

Acknowledged and accepted

Attest:

[Signature]
Municipal Clerk

Approved as to form and legality:

[Signature]
Municipal Attorney



Progressive Inspections, Inc.

ATTACHMENT A

Approved Fee Schedule

RESOLUTION 2019-003

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; AMENDING THE TOWN OF HOWEY-IN-THE-HILLS' SCHEDULE OF FEES AND CHARGES TO ADOPT A REVISED BUILDING PERMIT FEES SCHEDULE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION, RATIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to amend Chapter 30, Article II, Section 30-3 of the Code of Ordinances in order to adopt a revised building permit fee schedule.

WHEREAS, pursuant to Ordinance 93-101, the Town Council is authorized to amend the provisions of Section 30-3 of the Code of Ordinances by resolution.

WHEREAS, there have been numerous resolutions adopted by the Town Council over the years to amend the Schedule of Fees and Charges and it has become apparent that some of the revised fees and charges have not been codified, therefore the entire Section 30-3(B)(2) of Article II of Chapter 30 is being restated and amended as set forth herein.

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

Section 1. Revisions to Chapter 30 of the Town's Code. The existing text of Section 30-3(B)(2) of Article II of Chapter 30, is hereby deleted in its entirety, and said Section 30-3(B)(2) of Article II of Chapter 30 shall hereinafter read as follows:

- (2) Chapter 61, Building Permit Fees shall be charged as set forth in the following table.

Building Permit Fees Schedule		
Administrative Fees		
Double Permit Fee for all work that started prior to permit issuance	(per Florida Building Code)	
Failure to call for an inspection	\$40.00	
	\$50.00	
Re-Inspection Fee	\$50.00	
Zoning Fee	\$75.00	
Agricultural Buildings		
New Structures	\$6.00	per thousand total valuation
	\$9.00	

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Minimum Permit Fee	\$50.00	
	\$60.00	
Additions & Remodel	\$6.50	per thousand total valuation
	\$9.00	
Minimum Permit Fee	\$50.00	
	\$60.00	
Plan Review	\$0.25	per thousand total valuation
Minimum Permit Fee	\$50.00	
	\$60.00	
Plan Revision Fee	\$60.00	
	\$60.00	
Commercial Buildings		
New Structures	\$6.75	per thousand total valuation
	\$9.00	
Minimum Permit Fee	\$75.00	
Additions	\$8.00	per thousand total valuation
	\$9.00	
Minimum Permit Fee	\$75.00	
Remodel	\$8.00	per thousand total valuation
	\$9.00	
Minimum Permit Fee	\$75.00	
Accessory Structure	\$8.00	per thousand total valuation
	\$9.00	
Minimum Permit Fee	\$75.00	
Roof / Reroof	\$7.00	per thousand total valuation
	\$9.00	
Minimum Permit Fee	\$75.00	
Plan Review	\$1.50	per thousand total valuation
	\$2.00	
Minimum Fee	\$150.00	
	\$180.00	
Plan Revision Fee	\$100.00	
Change in Occupancy or Use	\$75.00 \$75.00	per thousand total valuation
	\$150.00	
Other	\$7.00	per thousand total valuation
Minimum Permit Fee	\$75.00	
Electrical Permit		

Resolution 2019-003

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	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
Gas Permit			
	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
HVAC Permit			
	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
Plumbing Permit			
	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
Irrigation Permit			
	For New Structures, Additions & Alterations	\$0.90	Per thousand total valuation Plus min. fee
	Minimum Permit Fee	\$60.00	
	Minimum Permit Fee Commercial	\$150.00	For first acre plus \$5.00 p/acre thereafter
Mobile Home Permit			
	Minimum For building Only	\$50.00	Does not include accessory Structures
	Includes Elec. Mech. & Plumb. Permits \$are-extra		
	\$270.00		
	Plan Review		
Razing Fee			
	A.	\$50.00	For the First 2000sq Ft. of floor area of the Perimeter with out Utilities
		\$18.00	per 1000 sq ft. of floor area thereafter.

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	B.	\$80.00	For the First 2000sq. Ft. of floor area of the Perimeter with out Utilities
		\$30.00	per 1000 sq. ft. of floor area thereafter
Residential Buildings			
	New construction	\$5.10	per thousand total valuation
	Minimum Permit Fee	\$5.50 \$60.00 \$60.00	
	Alterations & Remodel	\$7.00	per thousand total valuation
	Minimum Permit Fee	\$7.50 \$60.00 \$60.00	
	Accessory Structures	\$7.00	per thousand total valuation
	Minimum Permit Fee	\$7.50 \$60.00 \$60.00	
	Re-Roof	\$40.00	
		\$60.00	
	Plan Review	\$0.50	per thousand total valuation
	Minimum Fee	\$60.00 \$60.00	
	Plan Revision Fee	\$60.00 \$60.00	
Individual Permit Cost			
	Re-Roof	\$60.00	
	Fence- Bldg. \$60.00 & \$75.00 Zoning	\$135.00	
	Sheds- Bldg. \$60.00 & \$60.00 Plan Review & \$75.00 Zoning Fee	\$195.00	
	Doors- Bldg. \$60.00	\$60.00	
	Windows- Bldg. \$60.00	\$60.00	
	Irrigation- Residential \$60.00	\$60.00	
	Awnings- \$60.00	\$60.00	
	New Meter Box- \$60.00	\$60.00	

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Screen Enclosure: Bldg. Per. 10' & Plan; Review \$50.00 & Closing Fee \$50.00	\$100.00	
Above Ground Pool: Bldg. Per. 10' & Plan; Review \$50.00 & Closing Fee \$50.00	\$100.00	
Patio: Bldg. Per. 10' & Review Fee \$10.00	\$10.00	
The Value of construction for permits will be determined by the most recent publishing of the ICC (International Code Council) Building Valuation Data, to estimate per square foot value including the regional modifier, of all areas under roof according to the type of construction and use		

Section 3. Severability. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this resolution.

Section 4. Codification. The provisions of this resolution are intended to be incorporated into the Code of Ordinances of the Town of Howey-in-the-Hills, Florida and the sections of this resolution may be renumbered, relettered, and the word "resolution" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

Section 5. Ratification of Prior Actions Taken by Town Staff. All actions previously taken by town staff regarding the collection of building permit fees are hereby ratified and confirmed herewith.

Section 6. Effective Date. This resolution shall be effective upon passage.

PASSED AND RESOLVED this 13th day of May, 2019, by the Town Council of the Town of Howey-in-the-Hills, Florida.


David Nebel, Mayor

Attest:


Dairian Burke, Town Clerk

Approved as to form and legality:


Heather Ramos, Town Attorney