



**MONTVERDE TOWN COUNCIL  
SPECIAL MEETING AGENDA  
JANUARY 28, 2025, AT 6:30 P.M.  
AT TOWN HALL – 17404 SIXTH STREET, MONTVERDE FL**

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The Montverde Staff and Council invite you to join the meeting in person or on your computer; you can watch and listen to the meeting from home by clicking the link below.

<https://southlake.tv/player/44150/44150>

**TOWN COUNCIL MEMBERS**

Joe Wynkoop, Mayor  
Carol Womack, Vice Mayor  
Jim Ley Councilmember  
Allan Hartle, Councilmember  
Joe Morganelli, Councilmember

**STAFF**

Paul Larino, Town Manager  
Anita Geraci-Carver, Town Attorney  
Sean Parks, Town Planner  
Lisa Busto, Associate Planner  
Sandra Johnson, Town Clerk  
Mai Yang, Finance Director

**DISCLAIMER**

This booklet has been prepared for the convenience of the Montverde Town Council in discussing matters before them. Every effort has been made to include all items to be discussed at this Town Council Meeting; however, the Mayor or Council Members may add items that are not part of this Agenda or remove items from consideration. While it has been the goal to present error-free information, we do not represent that documentation is without errors or omissions.

**CALL TO ORDER AND OPENING CEREMONIES**

- Pledge of Allegiance
- Invocation
- Roll Call

**I. DISCUSSION AND ACTION ITEM**

- A. Community Redevelopment Area
- B. Review of Impact Fees
- C. Comp Plan amendment Change
- D. Discussion on accessory building setbacks
- E. Approval of updated list of contractors and vendors

## II. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. **RESOLUTION NO. 2025-155** A Resolution the Town of Montverde, Florida approving the Clean Water State Revolving Fund Planning, Design and construction loan agreement for WW351330 which provides for 100% loan forgiveness in the amount of \$19,823,318.00; authorizing the Town Manager to execute the loan agreement; directing the Town Manager to carry out the terms of the loan agreement; providing for conflicts, severability, and effective date.
- B. **RESOLUTION NO. 2025-157** A Resolution of the Town Council of the Town of Montverde, Florida, approving Task Order Proposal dated January 8, 2025 between the Town of Montverde and Woodard & Curran, Inc. for development of a Stormwater Facilities Plan; authorizing the Town Manager to execute the agreement; providing for an effective date.

## III. REMINDERS AND ADJOURNMENT

- A. Any further business from Town Manager or Councilmembers
- B. Motion to Adjourn

The Town Council reserves the right to move any Agenda item to an earlier time during the meeting as its schedule permits, except for items and appointments that have been advertised in a newspaper for a specific time.

Pursuant to the provisions of Chapter 286 Florida Statutes, Section 286.0105, if a person decides to appeal any decision made by the Town Council with respect to any matter considered at this Council meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities who need assistance to participate in any of these proceedings should contact Town Hall at (407) 469-2681 48 business hours before the scheduled meeting.

## **DISCUSSION AND ACTION ITEMS**

## **COMMUNITY REDEVELOPMENT AREA**





# COMMUNITY REDEVELOPMENT AGENCY

## WHAT IS A CRA?

- **A Community Redevelopment Agency (CRA):** A local government entity created to revitalize and improve specific neighborhoods or areas that are struggling economically.
- A CRA focuses on designated "Redevelopment Areas/Districts"
- Responsible for developing and implementing the Community Redevelopment Plan.
- 5-7-member board directs agency.

## WHAT IS A REDEVELOPMENT AREA/DISTRICT?

Under Florida law (Chapter 163, Part III), local governments can designate areas as Community Redevelopment Areas when certain conditions exist.

- Examples of conditions to exist include but are not limited to:
  - The presence of inadequate structures.
  - Shortage of Affordable Housing.
  - Inadequate Infrastructure.
  - Insufficient Roadways.
  - Inadequate Parking.
- The local government must survey the proposed redevelopment area and prepare a **Finding of Necessity**.
- If the Finding of Necessity determines that the required conditions exist, the local government may create a **Community Redevelopment Area**.
- Create a Redevelopment Trust Fund which enables the CRA to direct the increase in real property tax revenues back into the targeted area (the CRA).

## HOW TO CREATE A CRA

- Upon **Finding of Necessity**, and establishment of a need; any county or municipality may create a "Community Redevelopment Agency."
- The governing body adopts a resolution declaring need for a CRA, then appoints a board of commissioners of the CRA.



## RESPONSIBILITIES OF THE CRA

- Create and Adopt a Community Redevelopment Plan:
- A Redevelopment Plan is a plan that addresses the unique needs of the targeted area.
- Living document that can be updated to meet the needs of the community, such as streetscapes and roadway improvements, parking lots, neighborhood parks, sidewalks and street tree plantings. May also include redevelopment incentives such as grants and loans for facade improvements, signs, structural improvements.
- **The Community Redevelopment Plan:**
  - Shall conform to the Comprehensive Plan
  - Indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation.
  - Indicate Zoning and planning changes, if any.
  - Indicate Land uses; Maximum densities; and building requirements.
  - Provide for the development of affordable housing in the area or state the reasons for not addressing in the plan the development of affordable housing in the area.
  - Provide for the development and implementation of community policing innovations.
  - The CRA must submit Community Redevelopment Plan it recommends, together with its written recommendations, to the governing body and to each taxing authority that levies taxes on taxable real property contained within the geographic boundaries of the redevelopment area.
  - The governing body shall hold a public hearing on a community redevelopment plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the county or municipality.

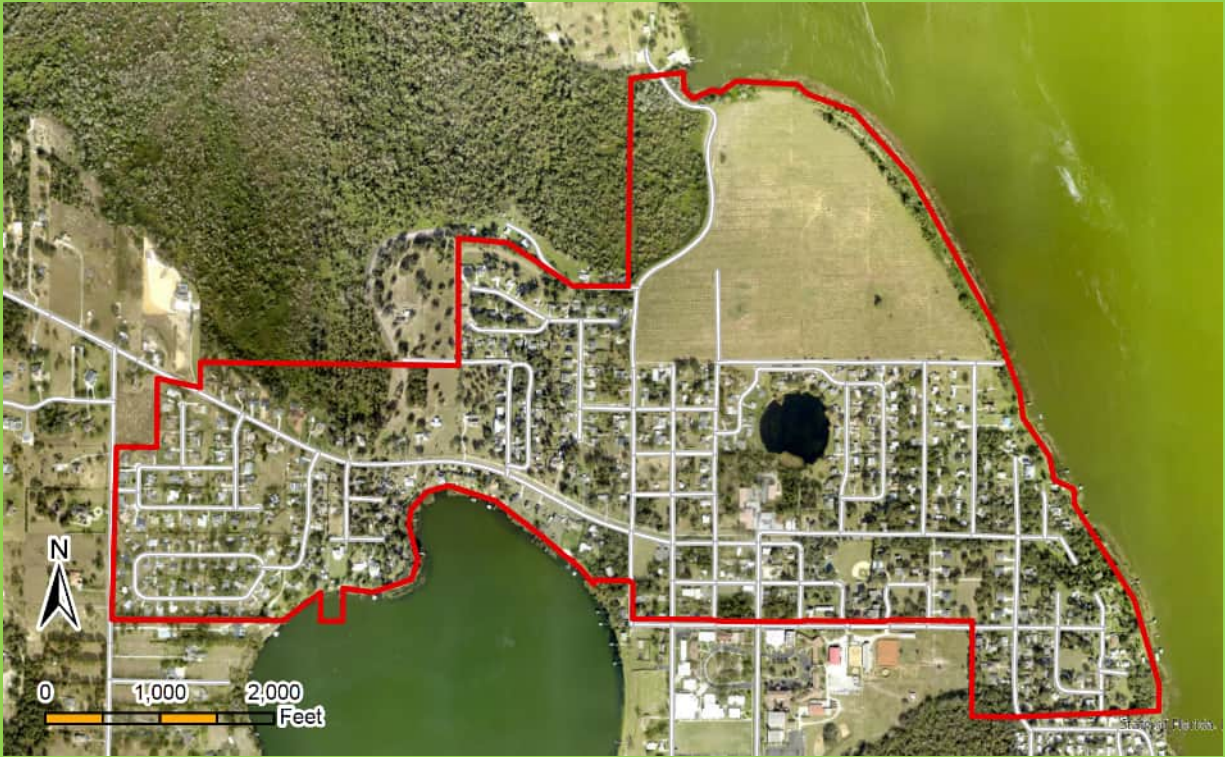
## HOW IS IT FUNDED?

- Tax Increment Financing
- When a redevelopment area is established, the current assessed value of the property within the project area is designated as the base year value.
- Tax increment Financing captures a percentage of any new tax revenue generated within a redevelopment area.
- The CRA receives a percentage of any tax revenue greater than the amount of revenue captured in that base year.





# TOWN OF MONTVERDE PROPOSED COMMUNITY REDEVELOPMENT AREA



**October 2024**



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## 1.0 INTRODUCTION

The Town of Montverde (Town) values deeply its small-town charm and unique sense of place. Development pressures around Montverde have increased as Florida and Lake County continue to grow. Important components of Montverde's and the region's past are at risk. Montverde's residents have a strong desire to make every effort to protect, develop sustainably, and redevelop areas of the Town to ensure its long-term vision is sustained.

Montverde will make every practicable effort to preserve the historical significance of the Town's architectural, archeological, and cultural heritage as part of the effort to protect, develop sustainably, and redevelop areas of the Town.

Residents have expressed concerns about maintaining the quality of life while also expressing the desire to address issues such as traffic, dilapidated structures, recreational opportunities and additional small businesses to service the community located within its village core.

In response to those concerns, the Town Council wants to designate a portion of its municipality as a Community Redevelopment Area (CRA). Florida Statutes provide for the creation of CRAs and the use of various funding sources to help communities with their revitalization efforts.

In order to be eligible for CRA status, the redevelopment area must meet the criteria of "Slum" or "Blight" as stated in Chapter 163, Part 111, Florida Statutes (F.S.).

It is the purpose of this study to document conditions which provide evidence of Blight in Town of Montverde and therefore the need for a CRA to implement redevelopment activities.

## 2.0 DEFINITION OF BLIGHT

Chapter 163.340, F.S. requires that a proposed redevelopment area meet the definition of a "Blighted area" in order to create a CRA. "*Blighted Area*" means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated



by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- (d) Unsanitary or unsafe conditions.
- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.



However, the term “Blighted Area” also means any area in which at least one of the factors identified in paragraphs (a) through (o) above is present and all taxing authorities subject to s. 163.387(2)(a) agree, either by interlocal agreement with the agency or by resolution, that the area is Blighted. Such agreement or resolution must be limited to a determination that the area is Blighted.

Therefore, according to Florida Statutes, the presence of only one of these conditions is a basis for a "Finding of Necessity" and justification for creating a Community Redevelopment Area upon approval through an interlocal agreement by all taxing authorities.

### **3.0 STUDY AREA**

#### **3.1 Location**

The proposed Montverde CRA contains approximately 1,055.14 Acres and is located within the mostly historic portion of the Town settled in 1865 and incorporated in 1925. County Road 455, a county collector and connector road, is the main road through the proposed CRA. County Road 455 has been designated as the “Green Mountain Scenic Byway” (A State of Florida Designation) through Montverde and connects to Mount Dora. Figure 1 depicts the location of the proposed Montverde CRA.

#### **3.2 Site and Vicinity General Characteristics**

The proposed Montverde CRA is a low-density village like land use pattern (Figure 2 and Figure 3). The surrounding area, including the Ferndale rural area, is generally suburban and rural in character with residential, light commercial, agricultural uses, and conservation lands. The region is experiencing rapid suburban development pressures.

A review of the Clermont East topographic maps published by the United States Geological Survey (USGS) suggests that the proposed CRA area is at an average elevation of approximately 110-feet above mean sea level (MSL).





### **3.3 Topography**

The Clermont East USGS map shows that the proposed CRA area is at an elevation of approximately 110-feet above MSL and generally slopes East-Northeast towards the Lake Apopka.

A portion of proposed CRA is located within a FEMA Floodplain Zone A as determined by engineers (Figure 4). FEMA Map 120421D (Effective 8/28/2008) indicates a small portion (Approximately 24 acres) of the proposed CRA is located within Flood Zone A or determined Flood Zone AE where there is a 1-percent chance annually for localized flooding to occur.

### **3.4 Regional Subsurface Geology**

The surficial geology in the vicinity of the proposed CRA area is characterized by a stratified sequence of fine sands and gravels of the Cenozoic era. The Hawthorn is approximately 100-ft thick and is comprised of interbedded layers of clay, clayey sand, sandy clay, and phosphatic carbonates. The underlying Tertiary age carbonates gently dip west under an increasing thickness of younger sediments. According to the USDA Soil Survey Geographic Data Base, the soils beneath the proposed CRA area have been generally described as well drained. The regional drainage system is generally towards the north through the St Johns River.

### **3.5 National Wetlands Inventory Mapping**

The U.S. Fish and Wildlife National Wetlands Inventory (NWI) Map, Clermont East, Florida, is presented to evaluate the presence of jurisdictional wetlands. The Wetlands Inventory Map indicated there are potentially jurisdictional wetlands located in portions of the proposed CRA associated with the littoral zone of Lake Apopka, Lake Florence, and Sawgrass Pond. See Figure 5 as provided by the National Wetland Inventory (NWI).

### **3.6 Listed Species**

The U.S. Fish and Wildlife Service (USFWS) regulates and protects federally listed plant and animal species under the Endangered Species Act of 1973. The USFWS and the Florida Fish and Wildlife Conservation Commission (FWC) regulates and protects state and federally listed plant and animal species listed as Endangered (E), Threatened (T), and Species of Special Concern (SSC). The Florida Department of Agriculture and Consumer Affairs (FDAC) lists plants that are considered Endangered, Threatened and/ or Commercially Exploited (C). The agencies





exercise control over the “taking” which includes harming, harassing, wounding, possessing, or killing protected species or their nests.

During field reviews in September 2024, protected USFWS/FWC/FDAC species were not observed within the proposed CRA including Gopher tortoises (*Gopherus polyphemus*). PCS

did not observe other species and habitats that are indicated by FWC’s Strategic Habitat Conservation Areas (SHCA) maps as having potential habitat for protected species.

However, Town staff did not access any private property to search for listed species. Gopher tortoises and some listed avian species are likely present within the proposed CRA area on private properties.

### **3.7 Environmental Liens or Activity and Use Limitations**

There is limited information available concerning the existence of Environmental Liens or Activity and Use Limitations (AULs) with respect to the proposed CRA area. An evaluation of the proposed CRA area was conducted via search of public records for potential AULs and/or Environmental Liens. No Environmental Liens or AULs were found.

### **3.8 Obvious Indicators of the Presence or Likely Presence of Contamination of the Subject Property**

During field reviews conducted in August and September 2024, no obvious indicators of the presence or likely presence of contamination exist within the proposed CRA area.

## **4.0 ANALYSIS OF CONDITIONS OF BLIGHT**

In varying degrees, many of the conditions outlined in the Florida Statutes exist in the proposed CRA study area. This analysis will concentrate on deterioration of some sites and other improvements and defective or inadequate infrastructure.

**Deterioration of Site and Other Improvements:** A review of code enforcement complaints and resulting violations indicate an ongoing incidence of complaints and violations within the proposed CRA area. Exhibit A provides the number of complaints and violations and



shows a consistent pattern since 2018 associated with disregard for the negative effect on property values and lack of buy-in to the Town of Montverde's vision for rural, small-town charm.

**Inadequate Infrastructure:** As shown in Exhibit B, many of the streets within the proposed CRA are substandard due to narrow width and lack sidewalks (Figure 6). Some locations lack adequate stormwater management. Some areas lack green Infrastructure such as canopy trees and vegetative buffering. The Proposed CRA area contains inadequate street lighting. The area in general is not conducive to pedestrian activity or multi-modal travel as traffic increases over time. Many of the commercial parcels' parking facilities are inadequate and need improvement.

Exhibit C presents the Town's "*Montverde Walks*" plan. This plan is the Town's documented need to improve mobility through the installation of sidewalks and trails. The plan also defines the need for a "Complete Streets" makeover of the Town.

## 5.0 FINDINGS

PCS has prepared this report in accordance with industry standards, applicable law, and the Accepted Proposal. PCS concludes that based on the analysis conducted by the Town of Montverde, the proposed redevelopment area qualifies for Community Redevelopment Area designation by virtue of the presence of *Blight* as defined by Chapter 163.340, F.S. The study indicates a need to revitalize this area and develop a redevelopment plan to carry out the goals and objectives of the Town of Montverde for revitalization and protection of its rural charm. The Town should rely on information contained in this analysis to justify the approval of a resolution adopting the Finding of Necessity.



To summarize the results, the analysis found:

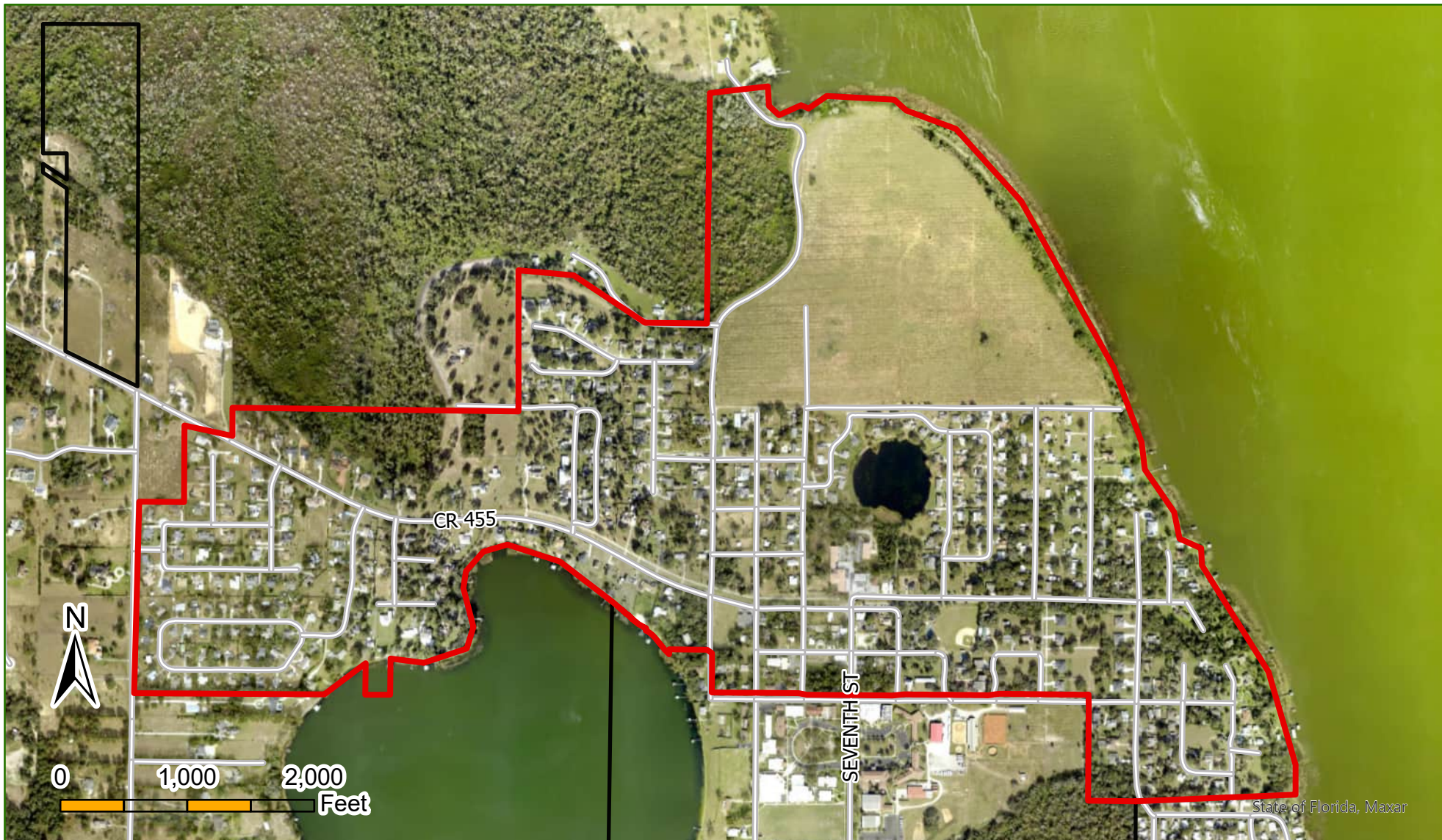
1. There is a predominance of defective or inadequate street width and layout, lack of mobility (sidewalks), the need for improved green infrastructure including landscaping and stormwater management, and lack of commercial parking facilities. The Town requires additional funding to implement the “*Montverde Walks*” and “*Complete Streets*” plans. A CRA will greatly expediate the funding and implementation of these plans.
2. The pattern of code enforcement issues suggests a potential loss of property values based on the degradation of generally accepted aesthetic principles within the proposed CRA such as upkeep of yards and inconsistent architectural design outcomes. A CRA would facilitate the funding of street lighting and amenities thus improving community identity, minimizing crime (particularly from outsiders), and could potentially assist new businesses with façade improvements.

The presence of these conditions provides support to the Finding of Necessity for adoption of the proposed Town of Montverde Community Redevelopment Area.



## FIGURES





**Legend**

 CRA Boundary

 Town Limits

Approx. 453.57 acres within CRA boundary.

**Figure 1**  
**Proposed Montverde**  
**Community Redevelopment**  
**Area (CRA)**

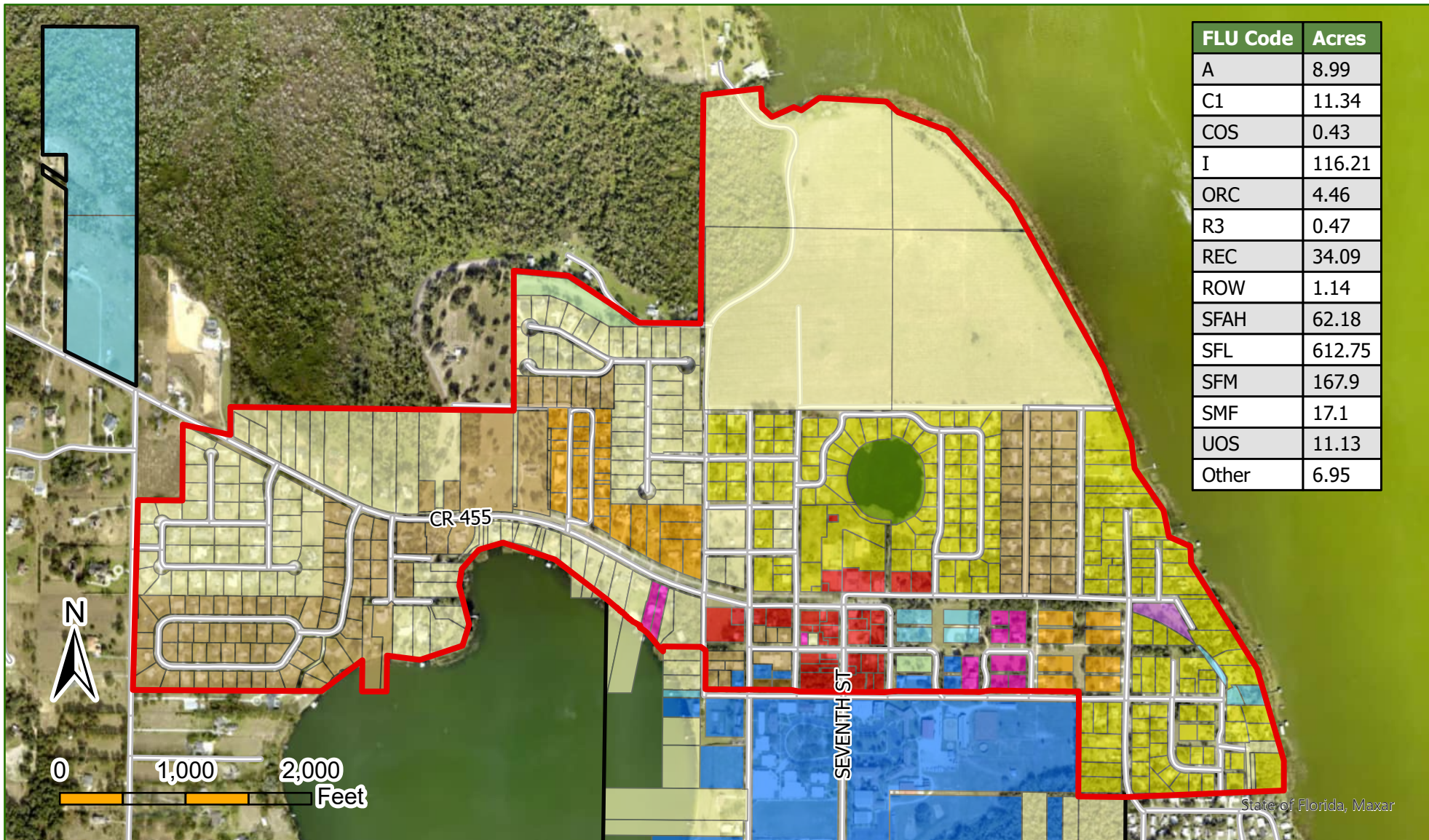
**-Location & Boundary Map-**

October 2024



12135 Topaz Street  
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 352-988-7099





State of Florida, Maxar

Legend	
Commercial General	Single Family Affordable Housing
Conservation Open Space	Single Family Low Density
Institutional	Single Family Medium Density
Office/Residential/Commercial District	Single/Multifamily Mixed
Multifamily	Utility Open Space
Recreational	
Right of Way	

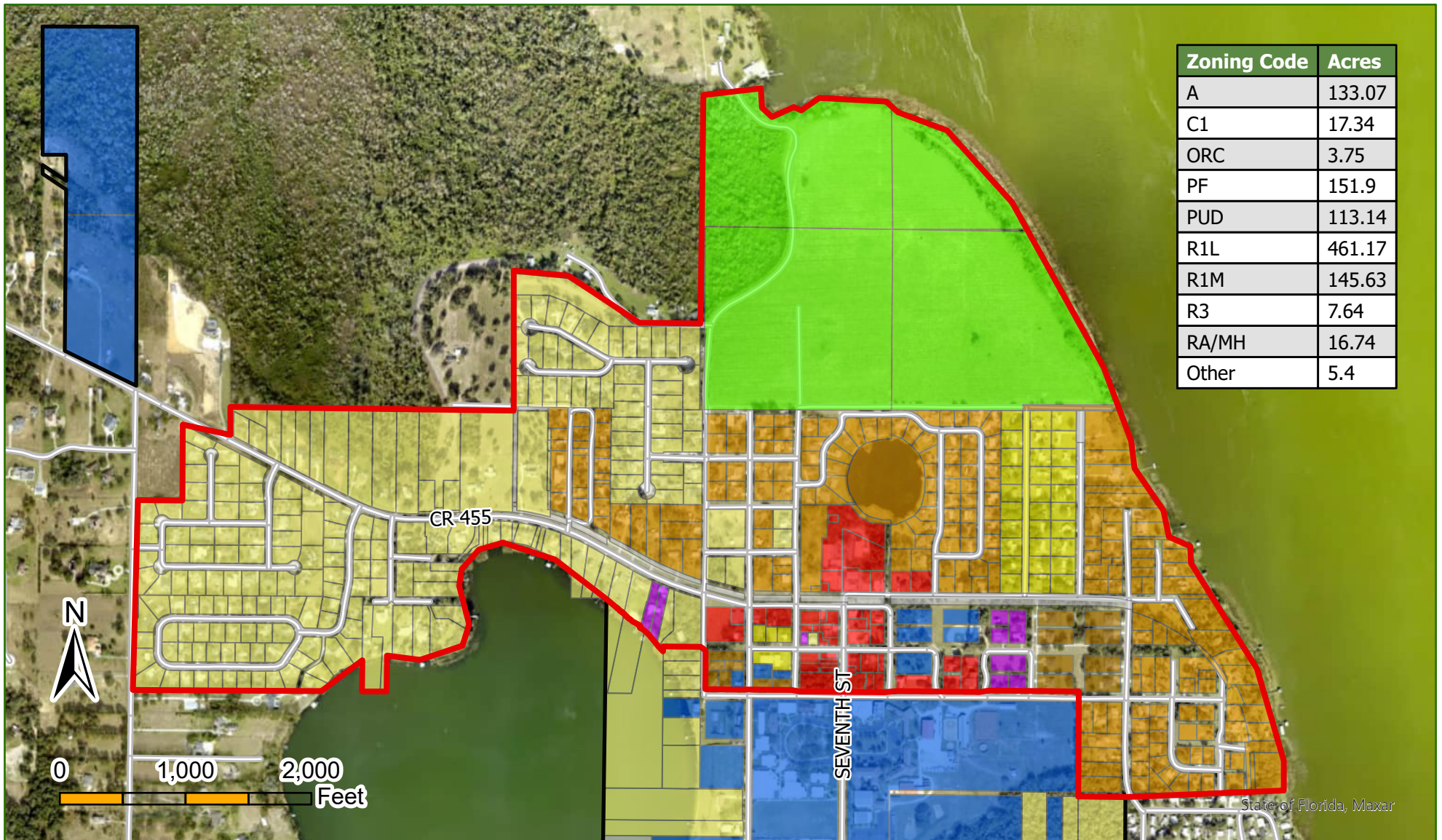
**Figure 2**  
**Proposed Montverde**  
**Community Redevelopment**  
**Area (CRA)**  
**-Future Land Use-**

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### Legend

- Agriculture District
- Commercial
- Office/Residential/Commercial District
- Public Facilities
- Planned Unit Development
- Single Family Low Density District
- Medium District
- Multifamily
- Single Family Residential Affordable/Manufactured Housing District
- Other

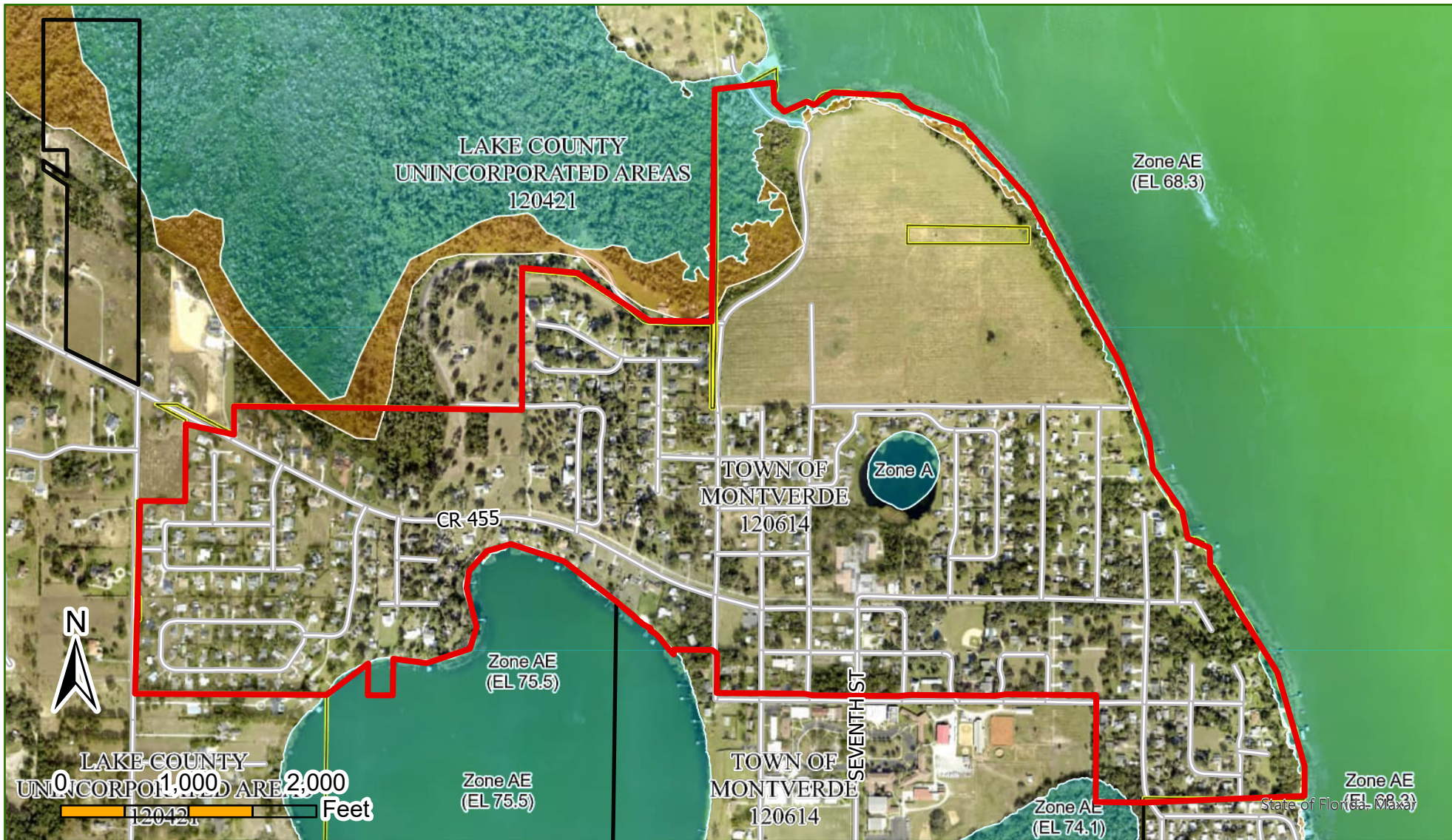
**Figure 3**  
**Proposed Montverde**  
**Community Redevelopment**  
**Area (CRA)**  
**-Zoning-**

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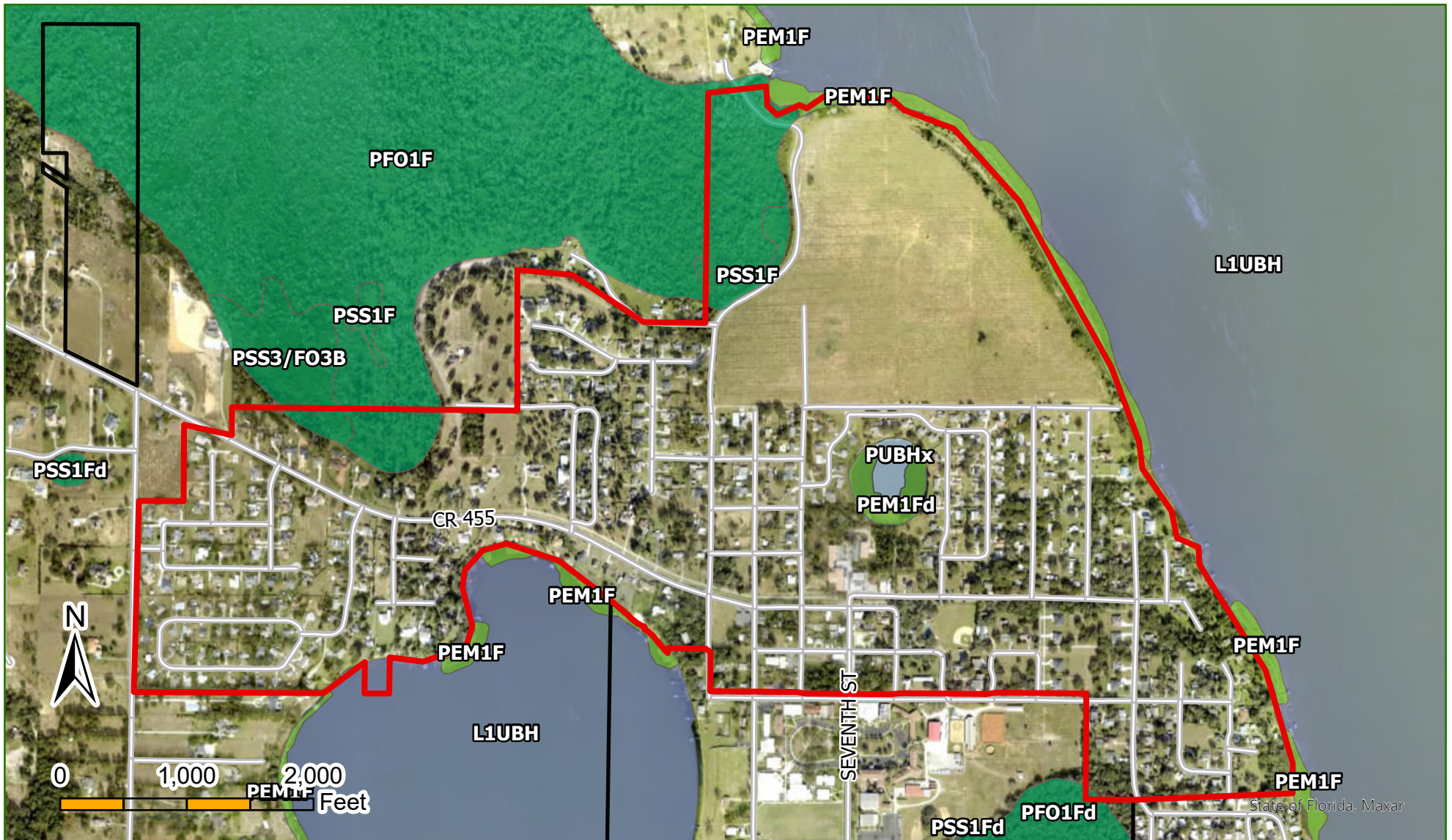





Approx. 24 acres of floodplain within CRA boundary.

<p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightblue; border: 1px solid black; margin-right: 5px;"></span> 1% Annual Chance Flood Hazard</li> <li><span style="display: inline-block; width: 15px; height: 10px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, red 2px, red 4px); border: 1px solid black; margin-right: 5px;"></span> Regulatory Floodway</li> <li><span style="display: inline-block; width: 15px; height: 10px; background: repeating-linear-gradient(-45deg, transparent, transparent 2px, red 2px, red 4px); border: 1px solid black; margin-right: 5px;"></span> Special Floodway</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black; margin-right: 5px;"></span> Area of Undetermined Flood Hazard</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black; margin-right: 5px;"></span> 0.2% Annual Chance Flood Hazard</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: gray; border: 1px solid black; margin-right: 5px;"></span> Future Conditions 1% Annual Chance Flood Hazard</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #f0e68c; border: 1px solid black; margin-right: 5px;"></span> Area with Reduced Risk Due to Levee</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #f0e68c; border: 1px solid black; border-style: dashed; margin-right: 5px;"></span> Area with Risk Due to Levee</li> </ul>	<p><b>Figure 4</b></p> <p><b>Proposed Montverde Community Redevelopment Area (CRA)</b></p> <p><b>-FEMA Floodplains-</b></p>	<p style="text-align: right;">October 2024</p> <div style="text-align: center;">  <p><b>PARKS CONSULTING SERVICES</b></p> </div> <p style="text-align: right;">         12135 Topaz Street          Clermont, FL 34711  <a href="http://www.parksconsultingfl.com">www.parksconsultingfl.com</a>          352-988-7099     </p>
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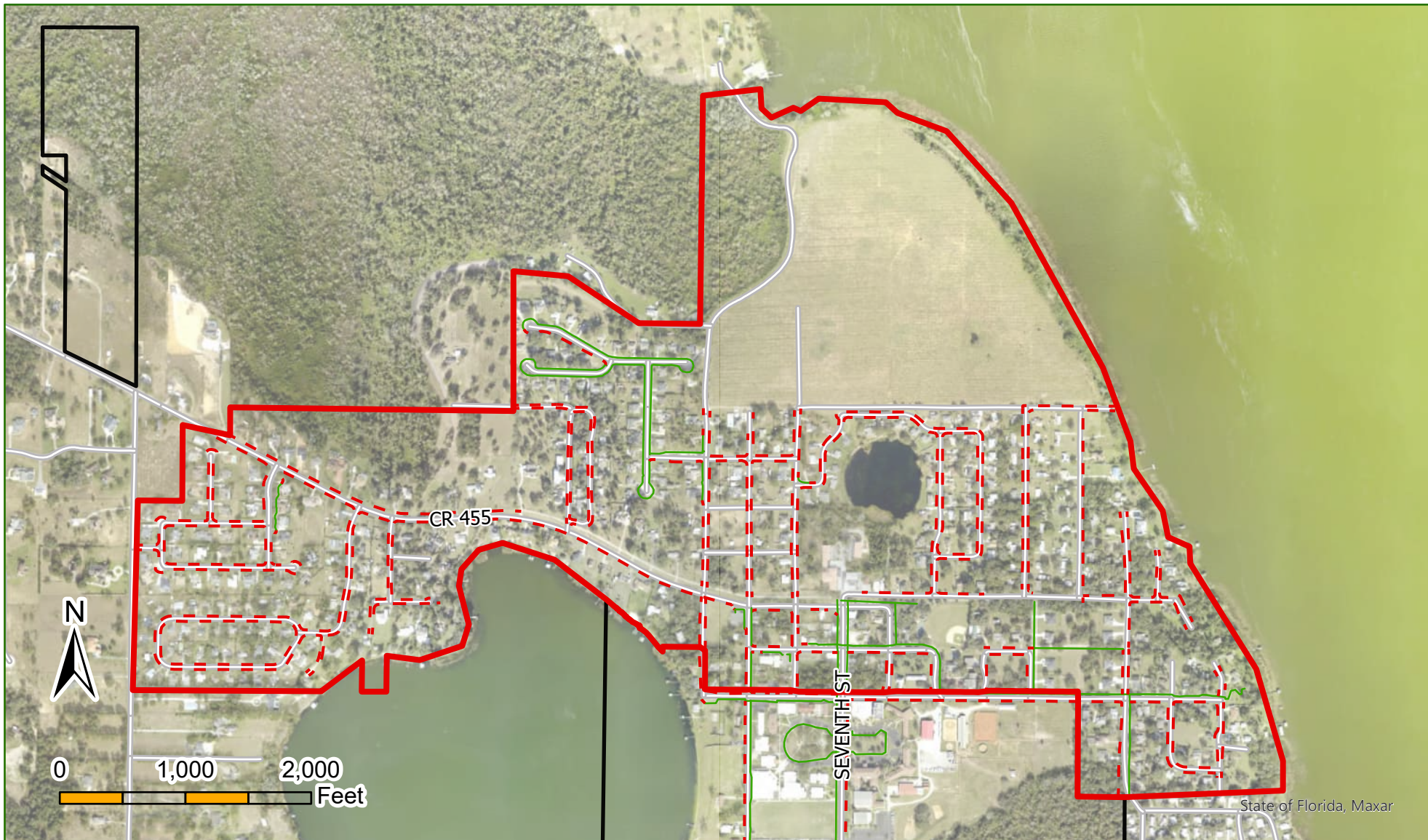




Approx. 39 acres of wetlands within CRA boundary.

<p><b>Legend</b></p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #4682B4; margin-right: 5px;"></span> Estuarine and Marine Deepwater</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ADD8E6; margin-right: 5px;"></span> Estuarine and Marine Wetland</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; margin-right: 5px;"></span> Freshwater Emergent Wetland</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #3CB371; margin-right: 5px;"></span> Freshwater Forested/ Shrub Wetland</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #ADD8E6; margin-right: 5px;"></span> Freshwater Pond</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #6A5ACD; margin-right: 5px;"></span> Lake</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #D2B48C; margin-right: 5px;"></span> Other</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #1E90FF; margin-right: 5px;"></span> Riverine</li> </ul>	<p><b>Figure 5</b></p> <p><b>Proposed Montverde</b></p> <p><b>Community Redevelopment</b></p> <p><b>Area (CRA)</b></p> <p><b>-NWI Wetlands-</b></p>	<p style="text-align: right;">October 2024</p> <div style="text-align: center;">  <p><b>PARKS CONSULTING SERVICES</b></p> </div> <p style="text-align: right;">         12135 Topaz Street          Clermont, FL 34711  <a href="http://www.parksconsultingfl.com">www.parksconsultingfl.com</a>          352-988-7099       </p>
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State of Florida, Maxar

### Legend

- Existing Sidewalk
- - - Proposed Sidewalk

**Figure 6**  
**Proposed Montverde Community**  
**Redevelopment Area (CRA)**  
**-Sidewalks-**

October 2024



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**EXHIBIT A  
CODE ENFORCEMENT HISTORY**



## Exhibit A1 (2023-24) Code Enforcement History

Case Number	Address	Violation	Date	Status
23-000295		Tall Grass and Weeds	09/05/2023	Closed
23-000301		Permit Required for Construction	09/06/2023	Closed
23-000298		Failure to obtain a tree removal permit for diameter greater	09/20/2023	Closed
23-000298		No land disturbance without sediment control plan	09/20/2023	Closed
23-000298		Erosion Control - Failure to maintain BMP	09/20/2023	Closed
23-000312		Tall Grass and Weeds	09/26/2023	Closed
23-000332		Homeowners must maintain cleanness and property free of junk	09/28/2023	Open
23-000332		Sale of goods and services Prohibited in Public Right-of-W	09/28/2023	Open
23-000345		Tall Grass and Weeds	09/28/2023	Open
23-000340		Tall Grass and Weeds	09/28/2023	Open
23-000344		Tall Grass and Weeds	09/28/2023	Closed
23-000344		Failure to obtain a fence permit	09/28/2023	Closed
24-000007		Failure to Obtain a Building Permit	01/09/2024	Open
24-000021		Failure to Obtain a Building Permit	01/25/2024	Open
24-000084		It shall be the responsibility of the owner to maintain the	02/29/2024	Open
24-000020		Parking of vehicles within residential districts.	02/29/2024	Open
24-000085		It shall be the responsibility of the owner to maintain the	03/04/2024	Open
24-000085		Unlawful Disposal of weeds and garbage	03/05/2024	Closed
24-000084		Tall Grass and Weeds	03/05/2024	Open
24-000021		Tall Grass and Weeds	03/05/2024	Closed
24-000021		Permit Required for Construction	03/05/2024	Open
24-000083		Tall Grass and Weeds	03/05/2024	Closed
24-000084		Abandoned, disabled, and inoperable vehicles and repair of	03/06/2024	Open
24-000020		Parking of vehicles within residential districts.	03/06/2024	Open
24-000020		Abandoned, disabled, and inoperable vehicles and repair of	03/06/2024	Open
24-000024		Tall Grass and Weeds	03/06/2024	Open
24-000113		Removal of Tree Without Permit	03/18/2024	Open
24-000159		Failure to obtain a fence permit	04/24/2024	Open
24-000256		It shall be the responsibility of the owner to maintain the	07/03/2024	Open
24-000276		Failure to obtain a tree removal permit for diameter greater	07/25/2024	Open
24-000276		No land disturbance without sediment control plan	07/25/2024	Open
24-000276		Erosion Control - Failure to maintain BMP	07/25/2024	Open
24-000225		Unlawful Disposal of weeds and garbage	07/25/2024	Open
24-000225		Tall Grass and Weeds	07/25/2024	Open
24-000225		Tall Grass and Weeds	07/25/2024	Open
24-000325		Tall Grass and Weeds	09/11/2024	Open
23-000344		Erosion Control - Failure to maintain BMP	09/17/2024	Open
24-000354		Failure to obtain a tree removal permit for diameter greater	09/26/2024	Open
24-000354		Maintenance of right-of-way responsibility of homeowner	09/26/2024	Open
24-000366		Failure to Obtain a Building Permit	10/08/2024	Open





## Exhibit A2 (2023) Code Enforcement History

Case Number	Address	Violation	Date	Status
2019-0062		Santana Property	8/16/19	Pending Foreclosure on Pearl Street Home
2021-06		Excess junk in yard, mowers being sold and repaired in right of way.	6/2/21	Fine of \$612.50 is due - compliance
2021-01		pallets front yard & driveway, no permit, RV's renting space in yard	6/2/21	11-17-21 RV renting stopped parking in yard, Fine started 8-28-2021. 12-14-2023 <b>Foreclosure Order issued.</b>
2021-12		Building without a permit, interior exterior alterations, solar panels and electrical work, destruction of town property, trash in the right of way, inoperable vehicle parked in yard.	9/9/21	Property inspected by Jeff at Alpha Inspections, numerous building code violations noted in inspection report. Fine started <b>Foreclosure Order issued.</b>
2021-21		HWG - inoperable vehicles	10/12/21	Order of Enforcement for inoperable vehicles
2022-05		Illegal fence, no permit	3/14/22	Order of Enforcement for illegal fence
2022-09		Driveway without permit, driveway within 50' of wetland, Concrete Pad doesn't meet setback criteria	4/12/22	Mark/Rachel Duncan - pending variance
2022-21		Building deck and fence without permit. Living in RV in residential area	9/22/22	Working with town on obtaining permit.
2022-115		Building without permits interior, boarding house	11/16/22	Red tagged 12/21/22 -Order of Enforcement issued no building permit.
23-000016		Door added and installed without permit, driveway without permit	1/25/23	Door permit obtained and approved, driveway still pending
2023-02		Construction without a permit	2/16/23	Special Magistrate Order of fine
2023-03		No site plan submitted, no construction management plan, storage of trailers/Rv in residential area	2/16/23	Special Magistrate Order of enforcement
23-000112		Grading and no erosion control or measures	4/17/23	
23-000133		Vacant lot, overgrown weeds and grass	5/9/23	Violation letter sent
23-000188		High weeds and grass	6/5/23	Violation letter sent
23-000209		High weeds, grass and pool enclosure needs repair	6/16/23	working with owner to get corrected
23-000189		Illegal cross connection - water theft	6/20/23	Fine \$500
23-000224		vacant lot high weeds and grass	6/30/23	Can't find owner address
23-000230		High weeds and grass, unlicensed vehicle	7/17/23	pending
23-000193		Illegal cross connection - water theft	7/18/23	Fine \$500
23-000263		Illegal cross connection - water theft	7/18/23	Fine \$500
23-000191		Illegal cross connection - water theft	7/18/23	Fine \$500
23-000225		High weeds and grass	7/28/23	Property being foreclosed on for other violations
23-000288		Unpermitted structure and concrete pad not in compliance with required rear setbacks, encroaching on property I own at 16649 Morningside.	9/4/23	New case
23-000295		Alt Key 3929560	9/5/23	New case
23-000298		Vacant lot fallen trees, debris, high grass	9/5/23	New case
23-000301		Illegal cross connection - water theft	8/23/23	\$500 fine
23-000302		Illegal cross connection - water theft	8/23/23	\$500 fine
23-000303		Illegal cross connection - water theft	8/23/23	\$500 fine



## Exhibit A3 (2022) Code Enforcement History

Case Number	Address	Violation	Date Notice	Status
22-000138		Overgrown lawn and weeds	12/06/2022	Closed
23-000015		Heritage Tree cut down	01/25/2023	Closed
23-000016		Installation of door with	01/25/2023	Closed
23-000146		tall grass, abandon vehic	05/02/2023	Closed
23-000147		tall grass	05/02/2023	Closed
23-000188		Extremely Tall Grass and	06/05/2023	Closed
23-000224		over grown property bring	06/30/2023	Closed
23-000229		The lot on third Street e	07/06/2023	Closed
23-000232		Jeep sitting in the right	07/06/2023	Closed
23-000244		Although some work has be	07/13/2023	Closed
23-000251		Overgrown lawn	07/24/2023	Closed
23-000254		tall grass backing up to	07/25/2023	Closed
23-000268		Joel Taylor blows lawn clipping in storm sewer	08/08/2023	Closed
23-000287		He only mowed about 60 feet	08/21/2023	Closed
23-000288		Unpermitted structure and	08/21/2023	Closed
23-000295		unkept property	08/29/2023	Closed
23-000312		Overgrown lawn	09/12/2023	Closed
23-000333		seaplane landing and park	09/25/2023	Closed
22-000126		Toilet (eyesore) in front	11/23/2022	Open
22-000127		Excessive Long-Term Overg	11/26/2022	Open
22-000132		Overnight parking on Flor	11/30/2022	Open
22-000144		trailers park in yard	12/08/2022	Open
23-000011		Rooster in backyard. crow	01/17/2023	Open
23-000041		No fence around pool	02/22/2023	Open
23-000133		Overgrowth and weeds and	04/26/2023	Open
23-000148		left cut tree limbs in ri	05/02/2023	Open
23-000179		Lawn has been overgrown w	06/01/2023	Open
23-000209		Pool safety and unkept ya	06/16/2023	Open
23-000225		Grass & weeds overgrown h	07/04/2023	Open
23-000230		Yard needs to be cleaned	07/06/2023	Open
23-000231		high grass right of way	07/06/2023	Open
23-000267		Joel Taylor blows lawn gr	08/08/2023	Open
23-000270		Overgrown property next door	08/12/2023	Open
23-000284		Bambo protruding though neighbors fence	08/19/2023	Open
23-000294		unkept property	08/29/2023	Open
23-000298		Fallen trees and debris	09/05/2023	Open
23-000332		Large sign on 455 looks	09/22/2023	Open
23-000340		Overgrown and coming through fence	09/26/2023	Open



## Exhibit A4 (2021) Code Enforcement History

Case Number	Address	Violation	Date Noticed	Required Compliance Date	Hearing Notice Sent	Hearing Date	Notes	Fine as of 2-14-23	
2021-01		pallets front yard & driveway, no permit, RV's renting space in yard	6/2/21	6/18/21	7/12/21	7/28/21	11-17-21 pallets removed, RV renting stopped parking in yard, Fine started 8-28-2021 spreadsheet created	<u>\$8,185.50</u>	Foreclosure
2021-08		Soil erosion control issues	6/21/21	7/2/21	7/12/21	7/28/21	Complied		
2021-12		Building without a permit, interior exterior alterations, solar panels and electrical work, destruction of town property, trash in the right of way, inoperable vehicle parked in yard.	9/9/21	9/23/21	10/12/21	11/17/21	Property inspected by Jeff at Alpha Inspections, numerous violations noted in inspection report. Fine started 12/16/2021 spreadsheet created	<u>\$11,300.00</u>	Foreclosure
2021-21		HWG - inoperable vehicles	10/12/21		12/23/21	1/19/22	Notice will need to be posted at the property since they are not receiving by mail. 3/7/22 Mr. Raymond called and said that he was in compliance.	\$5,935.00	
2021-23		Building w/o permit; fence, stairs, awning	9/20/21		11/2/21	11/17/21	Applied for permit 11-18-21 for alterations to barn. Planner has requested at survey of property - still waiting for this. Held from 11/17/2021 - 1/19/22 hearing no additional information available. Fence installed without permit and in the right of way were found to be in compliance. Order of Fine 6-15-202. Mr. Santos called 6-29-22 said he was picking the engineering report up on Friday and would bring it in to Paddy on July 5th. Wanted to make sure that he doesn't have to pay fine.	\$1,900	
2021-02-002		Fence without permit, driveway without permit	12/2/21		1/4/22	1/19/22	Respondent has filed for permits for fence and driveway. Currently at Town Planners for review. Pending rezone application.	Hold for rezone	
2021-01-001		pallets front yard & driveway, no permit, RV's renting space in yard	6/2/21	6/18/21					
2021-02-001		No paying garbage will							
2021-06-001		Excess junk in yard, mowers being sold and repaired in right of way.	6/2/21	6/18/21					



## Exhibit A5 (2020) Code Enforcement History

Case Number	Address	Violation	Date Noticed	Required Compliance Date	Actual Compliance Date		
19-10-29		2 campers in driveway, living in them		Monday, February 3, 2020			
2020-01-02							
2020-01-03							
2020-02-01					In Compliance		
2020-02-02					Thursday, March 12, 2020		
2020-02-03				Trash, boat, business. Need CUP per S Parks		In Compliance	
2020-03-01						4/3/2020/Filed for a Variance on 5/27/20	Variance Denied 12/8/20
2020-03-02							
2020-05-01							
2020-05-02						15-Jun-20	
2020-05-03						15-Jun-20	
2020-05-04						15-Jun-20	
2020-06-01					Apr-20	1-Jul-20	
2020-06-02					24-Jun-20	10-Jul-20	
2020-06-03					23-Jun-20	10-Jul-20	
2020-07-01					25-Jun-20	23-Jul-20	
2020-07-02					25-Jun-20	23-Jul-20	
2020-07-03					25-Jun-20	23-Jul-20	
2020-07-04					25-Jun-20	23-Jul-20	
2020-07-05					25-Jun-20	23-Jul-20	
2020-07-06					6-Jul-20	4-Aug-20	
2020-08-001				6/16/20	Town Sent reg letter - 8/3/2020 Code Sent Letter	13-Aug-20	
2020-08-002				Business, Rocks in Row, Vehicles			
9/1/20				Living in RV in driveway	September 15, 2020		
2020-11-001				Boat, trash, debris, business			Compliance 1/12/21
2020-11-002				fence, no permit not to Code		23-Dec-20	





## Exhibit A6 (2018) Code Enforcement History

Case Number	Address	Violation	Date Noticed	Required Compliance Date	Actual Compliance Date	Hearing Notice Sent	Hearing Date	Closed Date
18-032		High weeds and grass	9/17/18					



## Exhibit A7 (2017) Code Enforcement History

Case Number	Address	Violation	Date Noticed	Required Compliance Date	Actual Compliance Date	Hearing Notice Sent	Hearing Date	Closed Date
17-001		High weeds and Grass, junk vehicle	9/18/17					



**EXHIBIT B  
PHOTOGRAPHS**

























**EXHIBIT C  
MONTVERDE WALKS &  
COMPLETE STREETS**





Town of  
**MONTVERDE**

# MONTVERDE WALKS

*Creating a pedestrian-friendly town*





# Everyone is a pedestrian...

The Town of Montverde is dedicated to promoting and encouraging a safe and accommodating infrastructure for pedestrians.







# MONTVERDE WALKS

*Creating a pedestrian-friendly town*

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# INTRODUCTION

The “Montverde Walks” Plan sets out the Town’s vision for the promotion of walking as a safe and convenient transportation choice for the residents of and visitors to Montverde. The Plan builds on the Complete Street Plans and Codes and Neighborhood Design Guidelines adopted in early 2017 that identified the importance of creating a better environment in Montverde for walking and cycling. “Montverde Walks” helps reach the Town’s objectives in the areas of safety, health, accessibility, sustainability, environmental protection, and developing a prosperous local economy.

Pedestrian sidewalks and trails within Montverde were thoroughly examined for safety and usefulness through a pedestrian Roadway Safety Audit (RSA). The RSA identified areas for improvement with proposed recommendations. However, the existing conditions in Montverde are generally positive and conducive to creating a more walkable and cycling friendly community. There is plenty of opportunity and infrastructure already in place to help Montverde attain its goal as a leader in walkability and safe neighborhoods.

The strengths, deficiencies, and challenges are presented in this Plan. Additionally, funding measures and performance criteria are stipulated in this plan as the Town of Montverde moves to properly address the anticipated rapid growth over the next decade. Montverde Walks!

**Montverde Walks promotes safety, health, accessibility, sustainability, environmental protection, and a prosperous economy.**





**For many people, each day starts and ends with walking,  
whether it's going to work, school, shopping,  
or visiting friends and family.**





# FOUNDATION







# Foundation

This plan builds on the Complete Streets Plans and Codes and Neighborhood Design Guidelines adopted in early 2017 that identified the importance of creating a better environment in Montverde for walking and cycling.

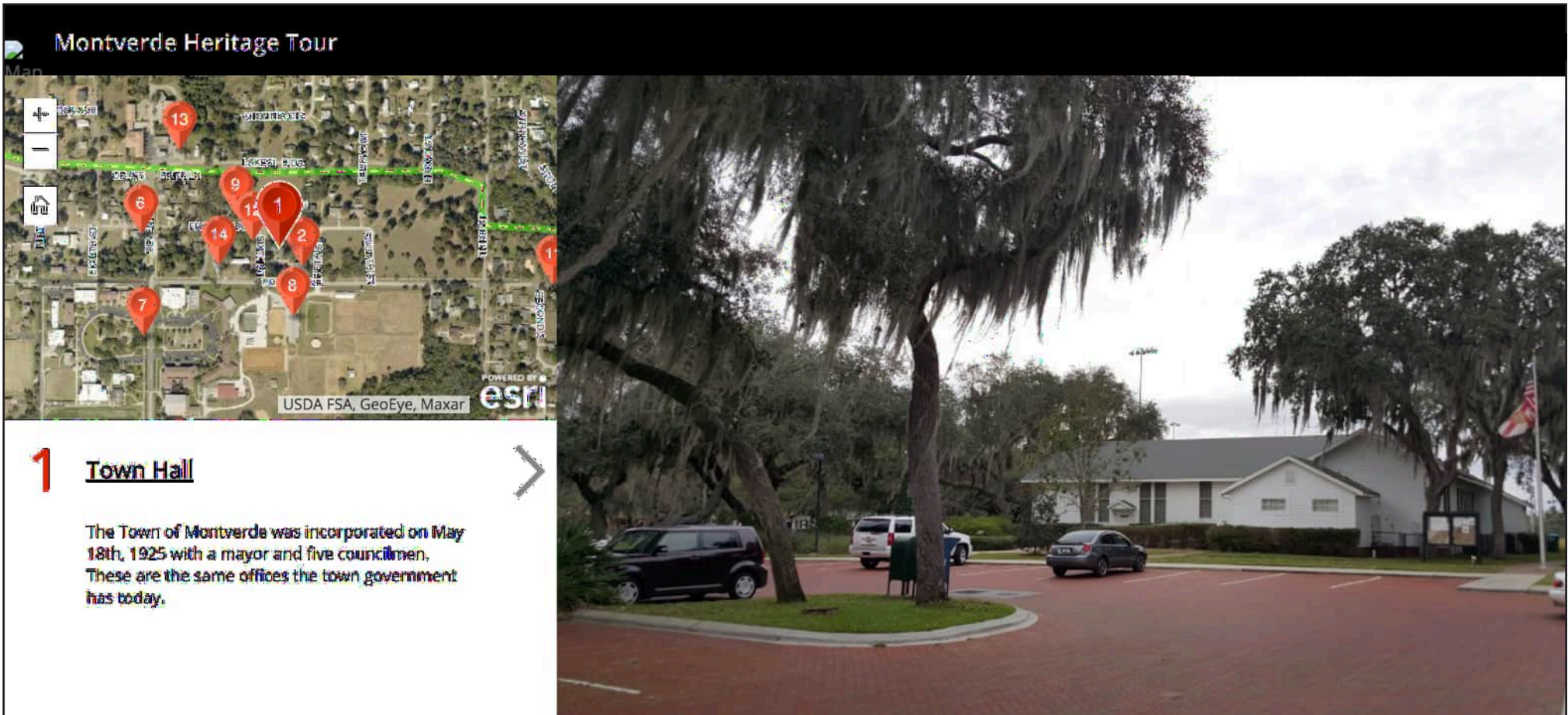
The goal of Montverde Walks is to look at walking in a comprehensive and innovative manner. The plan should address the issues that deter people from walking.

**The plan seeks to create walking routes that connect people to services, goods, education, employment, recreation, and others.**



# Your tour starts here...

Montverde is on the west shore of Lake Apopka, 17 miles south of Tavares and 30 miles from Leesburg. The site of an early Indian settlement, one may take note of the burial grounds, pottery, beads and arrowheads found in the area. The first residents arrived in 1865 and called the place West Lake Apopka. Tradition says it was later called "Monte Verde," spanish for green mountain, by someone from Vermont who came across Lake Apopka and was impressed by the rolling green hills.



The image is a composite of three parts. At the top left is a map titled "Montverde Heritage Tour" showing a green route with 14 numbered red location markers. The map includes street names like "LAKEVIEW BLVD" and "TOWN HALL BLVD", and logos for "USDA FSA, GeoEye, Maxar" and "esri". Below the map is a white information box with a large red number "1" and the heading "Town Hall". The text in the box reads: "The Town of Montverde was incorporated on May 18th, 1925 with a mayor and five councilmen. These are the same offices the town government has today." To the right of the map and text box is a photograph of the Town Hall building, a white single-story structure with a gabled roof, surrounded by large, mature trees and a red brick parking lot with several cars.









# CONTEXT





# Existing Pedestrian Infrastructure



Walking is the oldest mode of transportation, and the most widely used method for easy access to Montverde Academy, local businesses, and recreational facilities and parks. Sidewalks enhance the pedestrian experience in Montverde; therefore, this section will focus on tools and measurements used to identify areas of improvements, and provide a vision for Montverde Walks, the Town's sidewalk master plan.

Montverde is surrounded by unique land characteristics. From the scenic hills to the historical Native American artifacts along the southwest-portion of Lake Apopka, the small Town has a lot to offer. Pedestrians have the opportunity to experience the highest-point in peninsular Florida (312 ft. above sea level) at the Green Mountain Scenic Overlook, or enjoy a peaceful walk along Porter Avenue, an area surrounded by beautiful live oak trees overlooking Montverde's Equestrian Center.



# THE TOWN DESIRES A PEDESTRIAN NETWORK THAT FOCUSES ON:

Connectivity to  
Recreational  
Facilities  
and Parks

- Kirk Park
- Truskett Park
- Community Center
- Green Mountain Scenic Highway
- Green Mountain Scenic Overlook
- Montverde Scenic Preserve/Stetcher Property
- Bella Collina

Traffic  
Calming  
Measures

- Roadway design measurements (i.e., roundabouts)
- Improve signage and roadway markings
- Pedestrian/cyclist mobility barriers (i.e., tree buffers, cycle track, on-street parking)

Promote  
Healthy Living  
and Local  
Economic Activity

- Support healthy and environmentally-friendly mobility options
- Encourage residents and tourists to walk and shop local
- Provide connections to Bella Collina and Montverde Academy





## Town's Sidewalk Network Defined

The Town's sidewalk network is defined as all paved walkways constructed on the Town/County-owned right-of-way (ROW). The network includes concrete sidewalks, brick sidewalks, sidewalk access ramps, and trails. The Town's sidewalk network does not include dirt road/walkways, private or public driveways, and private property walkways.

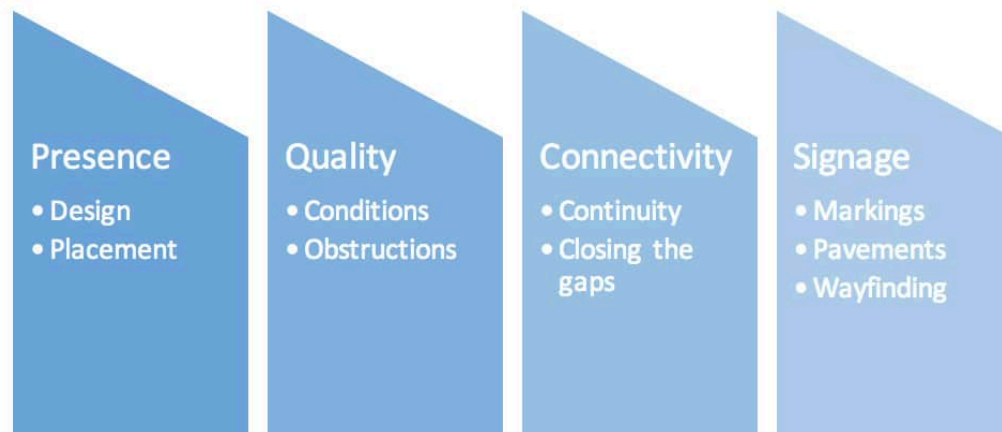
## Existing Pedestrian Network Conditions

The Town conducted a pedestrian Roadway Safety Audit (RSA) in an effort to identify roadway deficiencies and any barriers pedestrians may experience. The four key elements that were observed were 1) Presence and Placement, 2) Quality, Conditions and Obstructions, 3) Continuity and Connectivity, and 4) Signage and Markings. The field data was collected in the fall of 2016. Montverde Town Planners walked for two days and recorded issues related to the four categories.



## Walking Audit Results

28-deficiencies were identified, see Appendix A for the complete list. 15-out-of-the-28 issues were under the Quality, Conditions, and Obstructions category.

Federal Highway Administrations defines RSA as a process to identify safety issues and provide recommendations to improve pedestrian safety.

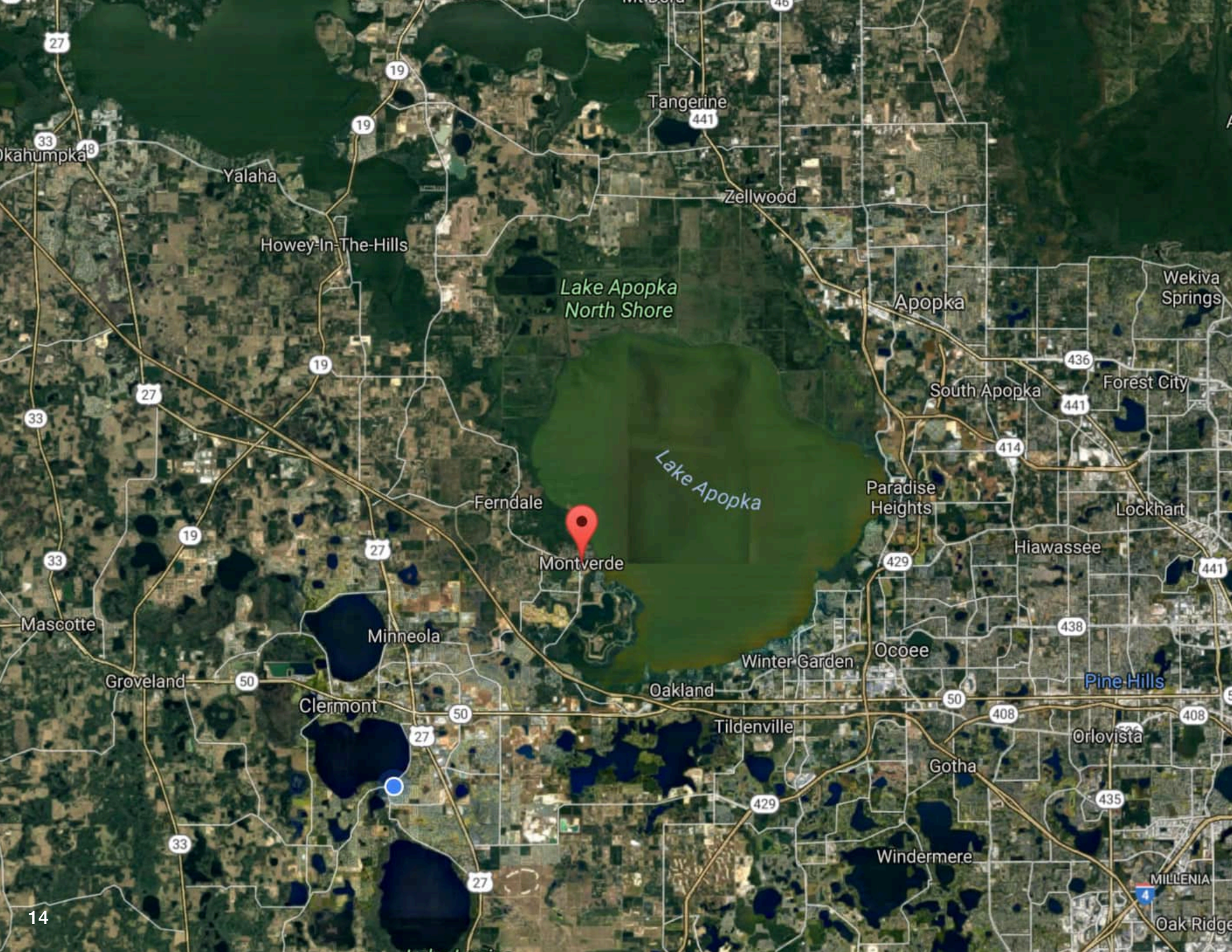


### Responsibilities

-  Town Visioning Committee
-  Public Works







Lake Apopka  
North Shore

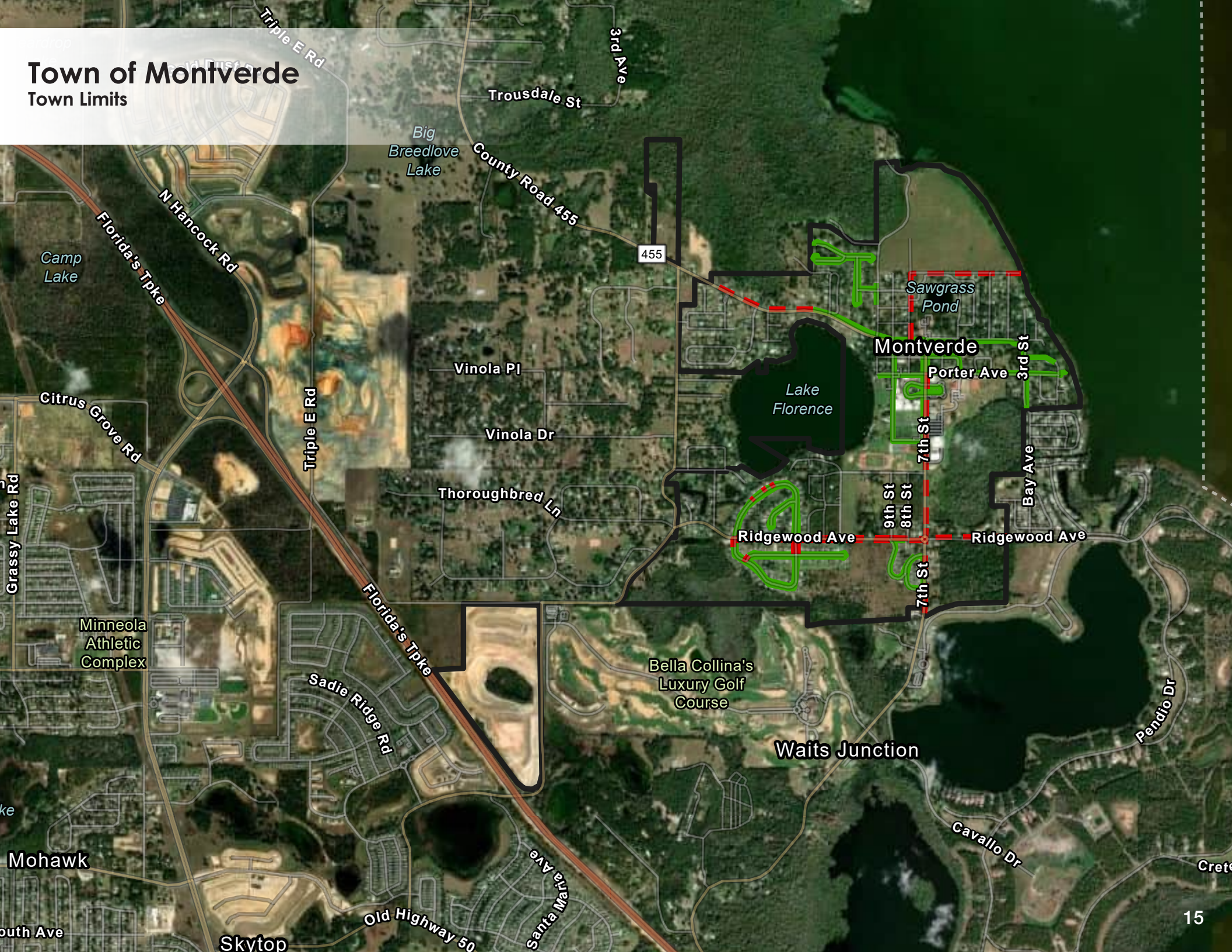
Lake Apopka

Montverde



# Town of Montverde

## Town Limits







# Proposed Trail Route

October 2023

FERNDALE PRESERVE

The future connection to Green Mountain Scenic Overlook and Hancock Road Trail to Minneola.

LAKE APOPKA

LAKE FLORENCE

DODIE TR

OSGOOD RD

LAKESIDE DR

BROAD ST

6TH ST

PORTER AVE

ACADEMY LN

HIGHLAND AVE

SEVENTH ST (CR 455)

ST







The Town is seeking grant opportunities for the proposed Clermont to Montverde Trail Connection, that begins at the intersection of Old Highway 50 and Blackstill Lake Road and ends at the Ferndale Preserve.





# GUIDANCE





# Guidance

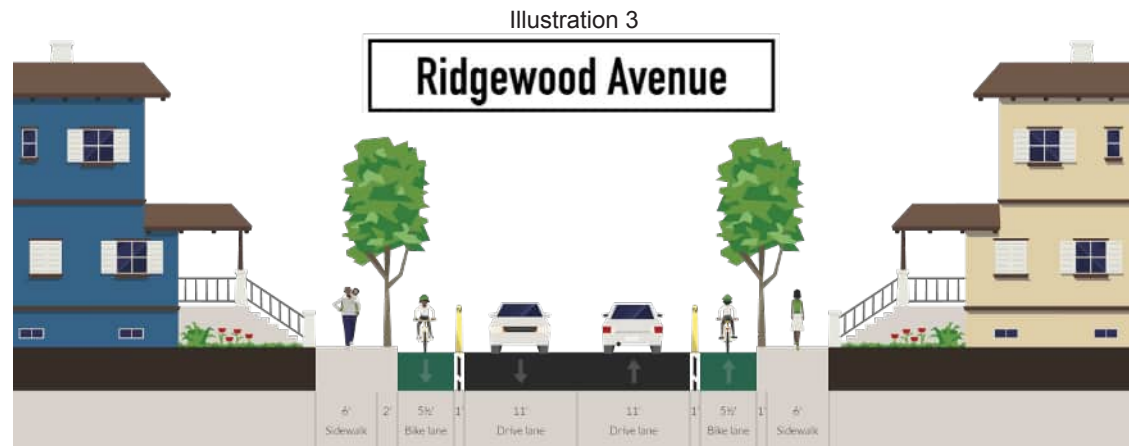
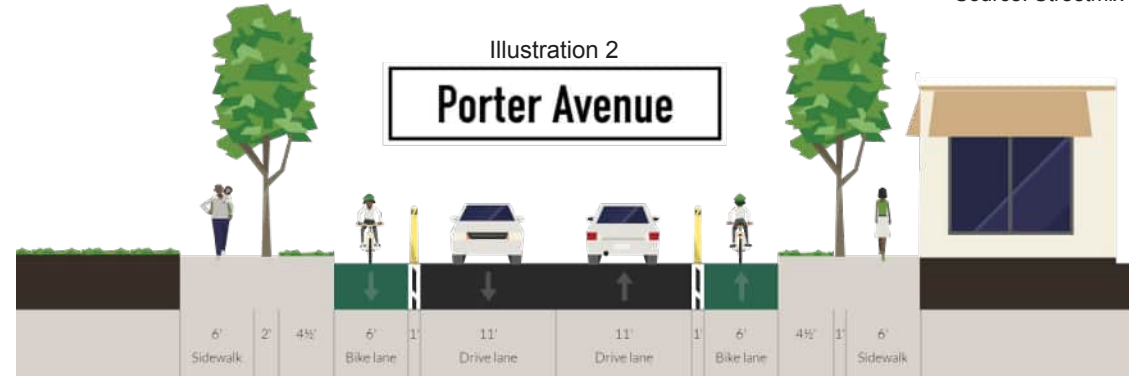
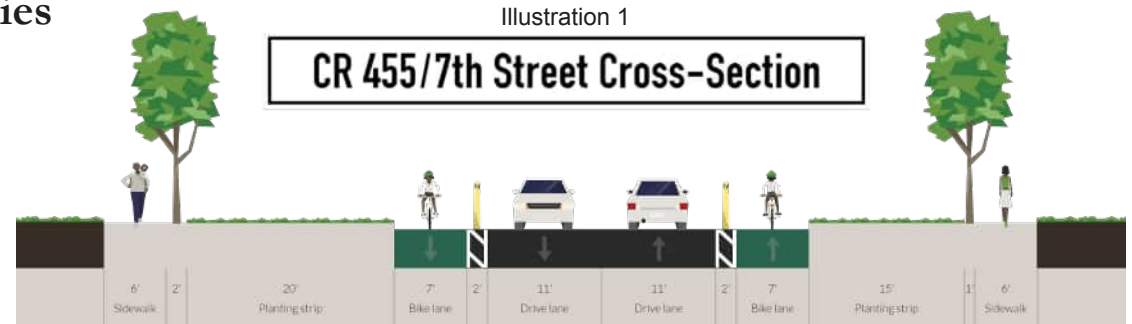
## “To understand barriers, gaps, and opportunities in Montverde’s pedestrian network.”

In efforts to improve Montverde’s pedestrian network, a series of progressive transportation planning practices and design must be addressed. The Florida Department of Transportation (FDOT) has prioritized this movement by adopting a statewide Complete Streets policy in 2014. This policy sets a holistic approach to multi-modal roadway design. Since the adoption of this policy, countless municipalities have adopted similar policies to address multi-modal accommodations. As a direct result, the state has witnessed an increased interest in pedestrian safety initiatives.

The Town is committed to providing its residents and tourists with a safe and accommodating pedestrian infrastructure. County Road 455, Porter Avenue and Ridgewood Drive were selected for Complete Street designation. Illustration 1 depicts the locations of each roadway segment. Illustration 2 highlights the roadway cross-section concept design for each roadway.

### Scenic Sidewalks

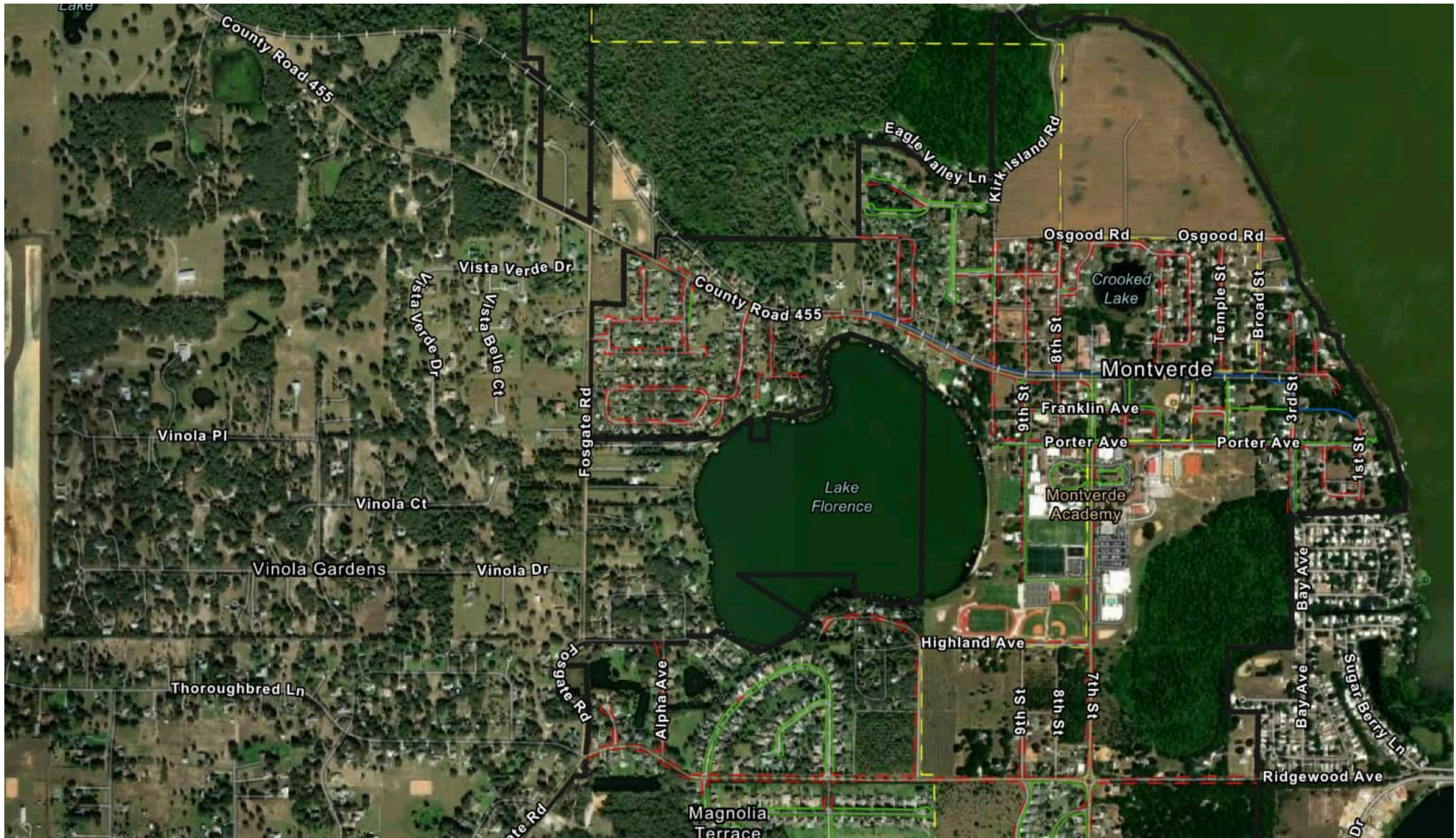
Illustration 3 depicts Montverde’s proposed sidewalk design. The sidewalk width will be a minimum of 6-feet. Widening the sidewalk from 4-feet to 6-feet creates a more accommodating feature to pedestrians. Since CR 455 is designated as a scenic highway, extending the trail network in the region could lead to opportunities for scenic sidewalks.





# Pedestrian Map

Pedestrian sidewalks and trails within Montverde were thoroughly examined for safety and usefulness through a pedestrian Roadway Safety Audit (RSA). The RSA identified areas for improvement with proposed recommendations. However, the existing conditions in Montverde are generally positive and conducive to creating a more walkable and cycling friendly community. There is plenty of opportunity and infrastructure already in place to help Montverde attain its goal as a leader in walkability and safe neighborhoods.







Magnolia Terrace north of Ridgewood Ave



Ridgewood Ave

**Legend**

- Existing sidewalks
- - - Proposed sidewalks
- Existing trailway
- - - Proposed trailway



Green Mountain Trail along Lakeside Dr

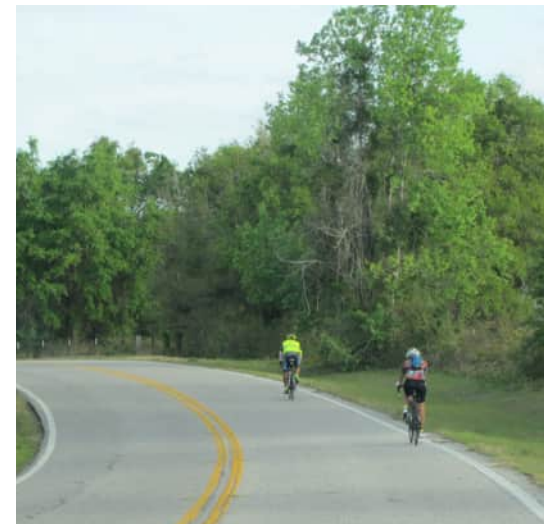
**Great opportunities exist to shape Montverde into a walkable community.**





## Get to know Montverde Walkers

- Montverde Academy students walk along CR 455 to Green Mountain Pizza, the gas-station, and throughout the school campus.
- Residents walk along along CR 455 and Porter Avenue to City Hall, the Community Center, Kirk Park and the Green Mountain Scenic Trail.
- Professional and/or recreational athletes along CR 455, Porter Avenue and Ridgewood Drive to recreational parks and trails.





# Staying Connected - Walkable Neighborhoods

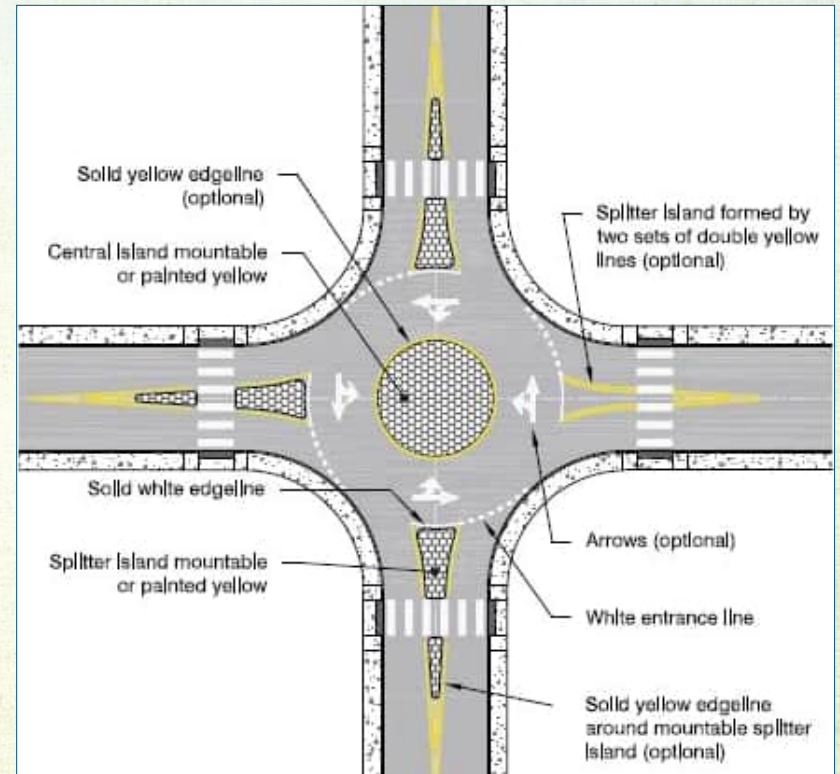
All residential developments shall be designed so as to promote pedestrian and bicycle circulation within the development and to promote access to surrounding areas, including schools, parks, mixed use centers, and other designations, consistent with the Town of Montverde's LDC and ADA requirements.

Traffic Calming – The following Traffic Calming measures are required for all new subdivisions:

- ▶ Intersections along primary entry road(s) to neighborhood must contain a traffic circle.
- ▶ The corners of all intersections must be landscaped within the Right of Way with Florida Friendly groundcover species that do not exceed three (3) feet in height.
- ▶ Bike “sharrows” signage and striping on streets.



Neighborhood connectivity promotes pedestrian and bicycle circulation



Sample pavement marking plan for traffic circles



▶ Additional Complete Streets design measures are required for subdivisions where any street has a projected traffic volume of 500 vehicles or more per day. The applicant/developer must utilize a combination of additional traffic calming measures including but not limited to the following:

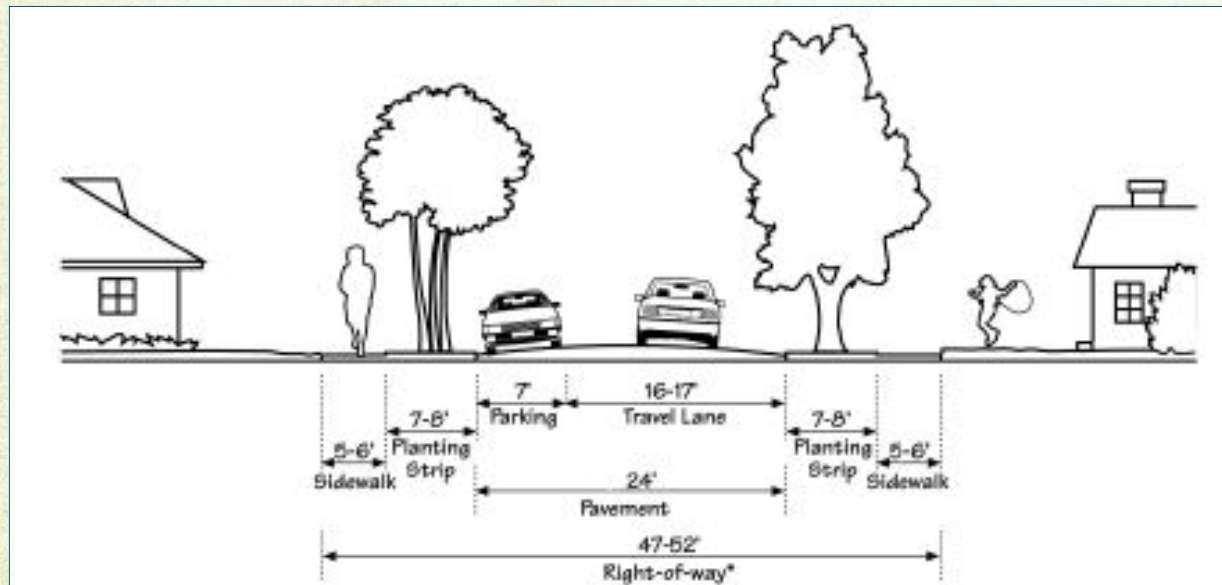
- Chicanes
- Narrowing of streets where practicable
- On-Street Parking limited to one side of the road. The pattern of on-street parking must be clearly designated and parking side must alternate throughout the neighborhood.
- Chokers – mid-block crossings are encouraged.
- The use of on-street diagonal parking is encouraged in areas where appropriate.



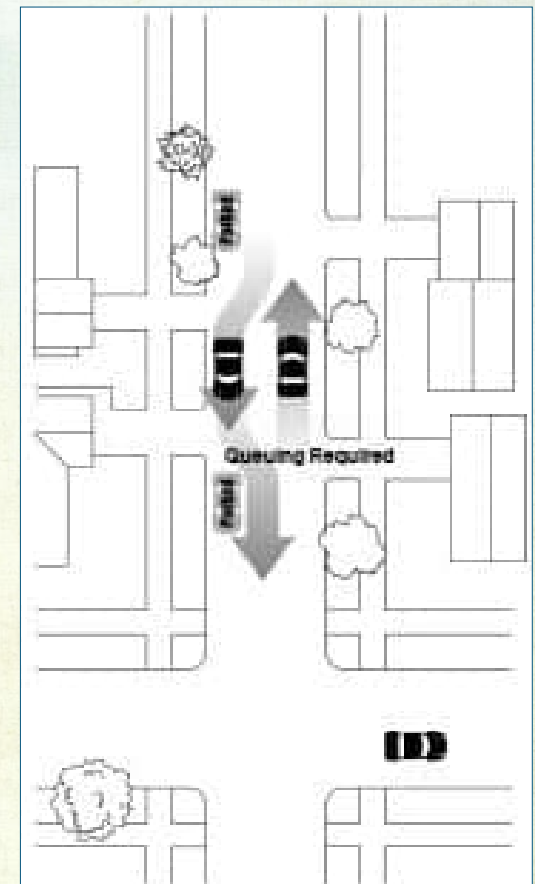
Example of a choker

▶ The developer may propose other innovative traffic calming measures provided they are consistent with the Florida Department of Transportation’s (FDOT) most current version of the “Florida Green Book.”

▶ All street calming and pedestrian/bike friendly measures must be consistent with public safety vehicle access requirements. Public safety vehicle access requirements cannot be utilized as justification by a developer for exemption of traffic calming and pedestrian/bike friendly requirements prescribed herein.



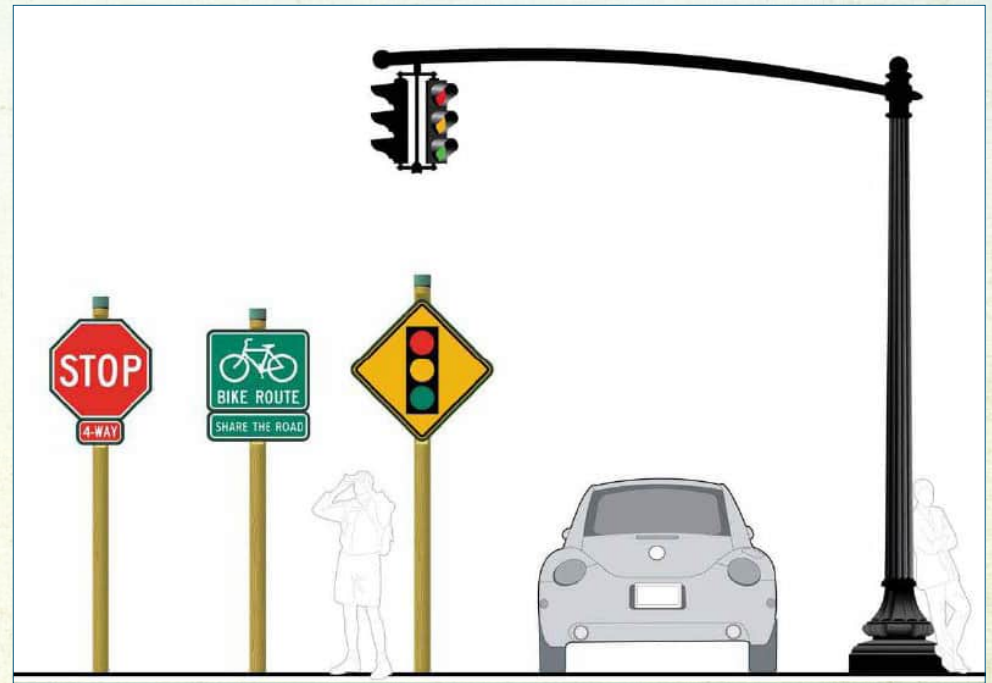
Parking on one side of street



Queuing required



- ▶ **Internal Sidewalks** - A minimum six (6) foot-wide concrete sidewalk shall be constructed along each side of all streets. Each sidewalk shall be located within and in parallel alignment with the street right-of-way. The back of the sidewalk shall be found contiguous with the right-of-way and property line boundary. Standard right-of-way grade shall provide a maximum elevation of three-quarters-inch rise per one-foot run, beginning from the back of the curb to the intersection point at the front of the sidewalk. All sidewalks shall have handicapped access at all intersections and be ADA compliant.
- ▶ **External Sidewalks** - Connectivity shall be promoted with short blocks, wide sidewalks, pathways, and a mix of uses within walking distance. There shall be a maximum block length of 500 feet and circumference of 1,300 feet.
- ▶ **Entry posts, columns, and/ or landscaping** should be installed where an internal sidewalk intersects with a public sidewalk or trail. Entry posts, columns, markers must be consistent with the Green Mountain Scenic Byway Criteria depicted below.
- ▶ **Signage lighting** shall be suitable, pedestrian-oriented and not in competition with adjacent illuminated signs.







# FUNDING STRATEGIES





# Funding Strategies

There are numerous needs throughout Montverde, Lake County and Florida, all of which compete for limited State and local funding. Sidewalks and trails are valuable infrastructure - similar in many ways to the Town's provision of services for everyday needs like water, police and fire protection, and roads. The Town must hold the mindset that sidewalks and trails are worthwhile investments with demonstrable fiscal return. Funding is achieved through careful planning, persistence, and patience! The Montverde Walks plan identifies several strategies for funding sidewalks and trails.

## I - List of Priority Projects (LOPP)

**High Priority - Designated Sidewalk Route along CR455 from Bella Collina Hotel and Meeting Space Site to Town Center as a project on the Lake-Sumter Metropolitan Planning Organization (MPO) List of Priority Projects (LOPP).**

The Lake Sumter MPO is required to develop a LOPP, in coordination with the Florida Department of Transportation (FDOT) District Planning Staff, and to submit the list to the District by September 1 of each year. The LOPP represents those projects that have not yet been programmed, but are considered high priorities by the MPO.

The Lake Sumter MPO's LOPP must be formally reviewed by the technical and citizens' advisory committees and approved by the MPO before being transmitted to the District. Projects from the LOPP are included in the FDOT Work Program to the maximum extent feasible. The District's review of the Lake Sumter's MPO's List of Priority Projects should ascertain that, at a minimum, it considers the following: the MPO's approved Long Range Transportation Plan (LRTP), the Strategic Intermodal System (SIS) Plan, the priorities developed pursuant to the Transportation Regional Incentive Program (TRIP), and the MPO's public involvement procedures.

## II - Partnership with Lake County

Ridgewood Avenue is designated as a 2017-2022 Work Project. The work includes resurfacing and sidewalk installation and roundabout construction at Ridgewood Avenue and CR 455. Additionally, the County and Town are working together to address ROW and design of Montverde Trail gap between its current terminus on CR455 and the Stecher Property.





This is an important gap to fill to achieve the long-term plan of the Green Mountain Scenic By Way to connect Montverde to Coast to Coast Trail and the Green Mountain Scenic Overlook.

### III - Partnership with Montverde Academy

Priority one for the Montverde Academy is safety. The Montverde Academy has a vested interest in creating and enhancing a pedestrian friendly environment throughout the Town. The Montverde Academy has constructed through its own funding, several sidewalk links along Porter Avenue, Ninth Street, and Tenth Street. It will be important to continue to work with Montverde to identify and contrast additional links that promote safe access to the school while benefiting walkability for all Montverde residents.

### IV - Design Guidelines

Require new developments to construct new sidewalks with external connections to nearby existing sidewalks and trails.

### V - Impact Fees

The Town should consider amending the Parks Recreation Impact Fee to include Sidewalks and Trails.

### VI - Dedication of General Fund Revenues

The Town should consider a reasonable yearly dedication of general fund monies to construction of new sidewalks. Projects identified for this funding should be included in the Town's Capital Improvements Element – Five Year Plan.





The image is a composite. The top portion shows a clear blue sky with some green trees on the left and right sides. The middle portion is a large, textured, light-green wall that spans the width of the image. The bottom portion shows a grey asphalt road with yellow lane markings, including a double yellow line and a single yellow line, leading towards the wall. The overall composition suggests a path leading to a barrier or a wall.

# PERFORMANCE MEASUREMENTS

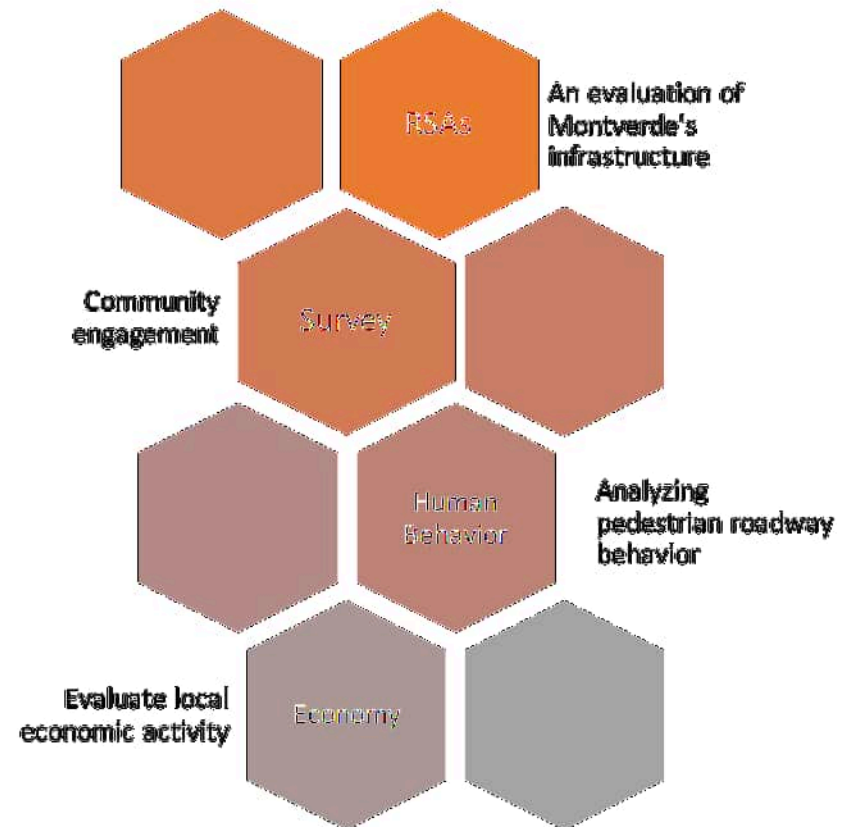





# Performance Measurements

The Town will conduct bi-annual RSAs with a human behavior element in efforts to monitor the pedestrian infrastructure conditions and human activity along Porter Avenue, County Road 455/7th Street, and Ridgewood Avenue. In addition to the bi-annual RSAs, the Town will collect economic activity data by interviewing local businesses and assessing pedestrian traffic flow along Porter Avenue and CR 455/7th Street.

A Community survey with questions on pedestrian safety and awareness will be posted on the Town's website in an effort to engage the residents and tourists of Montverde.







# Science, Math & Art on the "Side"

The construction of sidewalks presents an opportunity to build community and promote learning and art. The Town should consider the following unconventional amenities when appropriate.

- 1.) Use of sidewalk stamps that depict a mathematical formula, letters, quotes, wildlife foot prints and various leaf prints. The Town's visioning committee should lead this process and may want also consider a few facts about the Town's History.

The use of sidewalk stamps is typically very low cost. The process is simple and can be conducted by volunteers with minimal training. A partnership should be explored with the Montverde Academy to implement these immersive learning ideas.

- 2.) Sidewalk art contests and demonstrations should be conducted on a regular basis. Sidewalk art could be incorporated into events such as "Montverde Day" and "Disco Day."



Franklin Ave

# APPENDIX





# National Walking Day First Wednesday in April

[www.NationalDayCalendar.com](http://www.NationalDayCalendar.com)

The American Heart Association sponsors this day to remind people about the health benefits of taking a walk. Wear your sneakers (or take them with you) to work and at some point in the day, you are encouraged to take a 30-minute walk.

Perhaps the Town could have a “Montverde Walks” Day to coincide with National Walking Day, the first Wednesday in April. The Mayor could start a 30-minute walk at Town Hall and residents and tourists could join him.

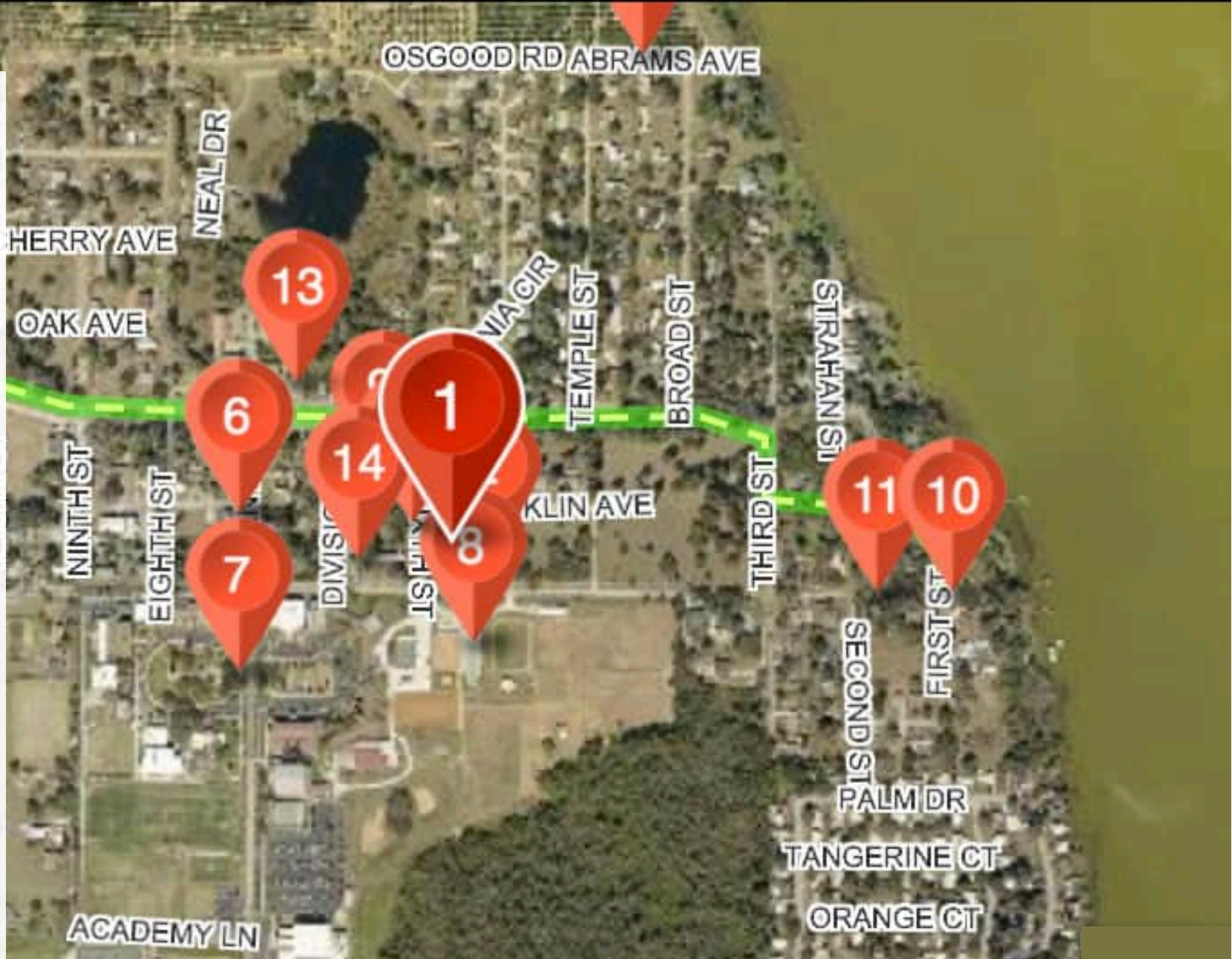
Here are some great ways to make that 30-minutes more enjoyable:

- Wear comfortable clothes.
- Make sure to stretch those muscles.
- Move your arms, too.
- Drink plenty of water.
- Take a friend to pass the time.
- Make sure you have good posture.




# Montverde Heritage Tour

Pick up your Walking Guide at the Town of Montverde City Hall.






Montverde Heritage Tour Tour Montverde [f](#) [t](#) [e](#)




**1** Town Hall

The Town of Montverde was incorporated on May 18th, 1925 with an mayor and five councilmen. These are the same offices the town government has today.




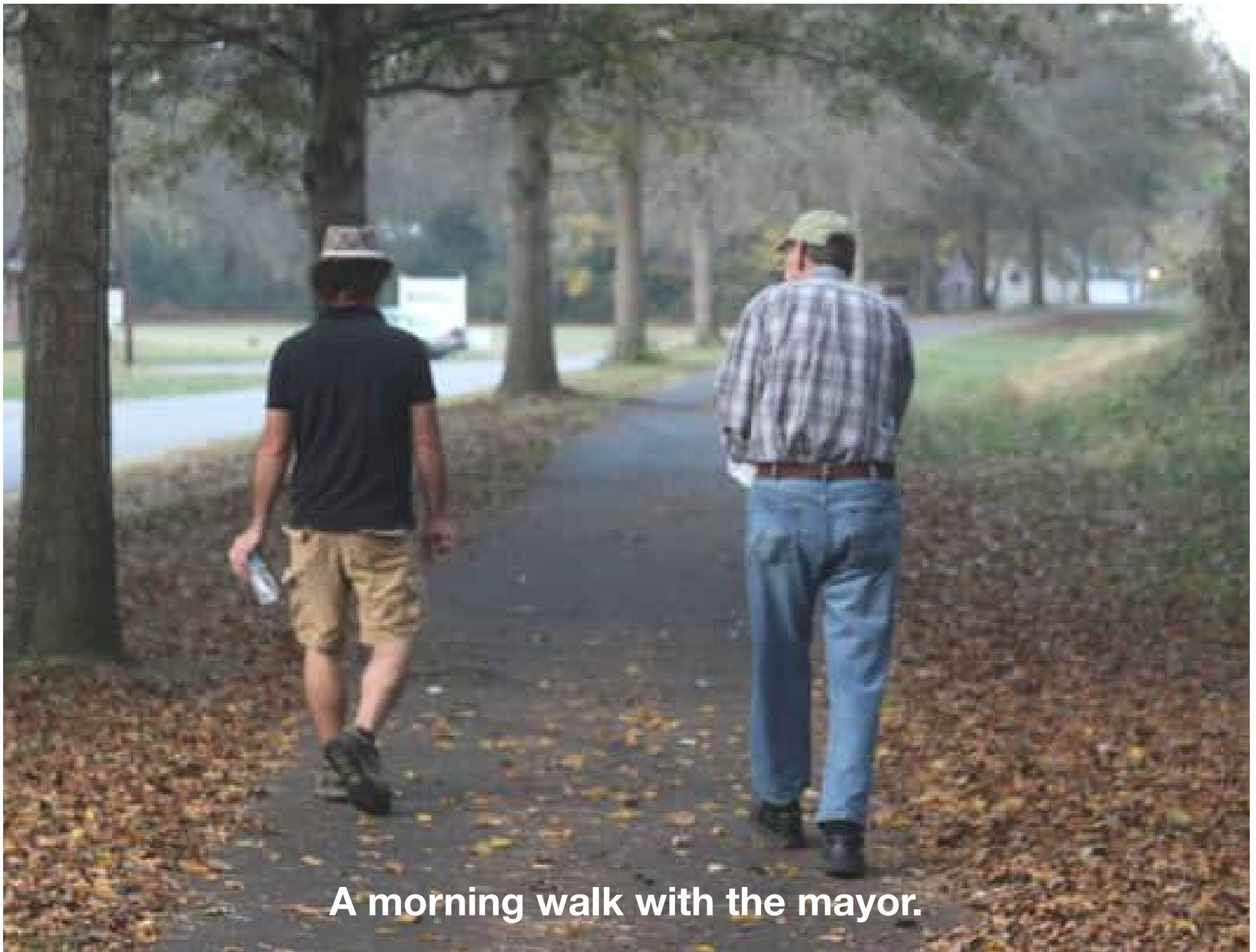
Montverde Heritage Tour Tour Montverde [f](#) [t](#) [e](#)



**7** Montverde Academy

This school was founded in 1912 by Dr. H.P. Carpenter, who came here from the Governor school in Erie, Pa. He received support from the Daughters of the American Revolution. The school was a co-educational industrial, trade and preparatory school.





**A morning walk with the mayor.**



# Acknowledgments & Sources



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# **MONTVERDE WALKS**

*Creating a pedestrian-friendly town*



## **REVIEW OF IMPACT FEES**

# Town of Montverde, FL

## Development Impact Fee Study

**Draft**





November 11, 2024

Paul Larino, Town Manager  
Town of Montverde  
17404 Sixth St.  
P.O. Box 560008  
Montverde, FL 34756

**Subject: Development Impact Fee Study**

Dear Mr. Larino,

WILLDAN FINANCIAL SERVICES is pleased to submit to Town of Montverde, Florida the Development Impact Fee Study report for your consideration. We have completed the analyses for the review and update of development impact fees for Administration Facilities, Parks and Trails, and Transportation and have summarized the results herein.

We appreciate the opportunity to be of service to the Town in this matter. In addition, we would like to thank you and the other members of the Town staff for the valuable assistance and cooperation provided during the preparation of the Report. We look forward to collaborating with you on future projects and continuing a successful professional relationship.

Respectfully Yours,

**WILLDAN FINANCIAL SERVICES**



Tara Hollis, CPA, CVA, MBA  
Principal Consultant

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## Executive Summary

Willdan Financial Services “Willdan” was retained by the Town of Montverde, Florida (“Town”) to conduct a Development Impact Fee Study (“Study”). This report details the results of the Study analysis for the forecast fiscal period, 2025-2034.

The Town of Montverde currently assesses impact fees for Administration Facilities, Parks and Trails, and Transportation to new development to help offset the cost new development places on the respective systems as they develop within the Town limits. The current fees vary by development type (residential and non-residential).

Willdan conducted an analysis of the costs to provide capacity for new development by examining existing assets as well as planned capital facilities that are required to serve new development. The approach used to calculate the fees for each area varied depending on the circumstances of each fee, but all adhere to Florida State law.

The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with development. Although development also imposes operating costs, there is not a similar system to generate revenue from new development for services. The primary purpose of this report is to calculate and present fees that will enable the Town to expand its inventory of public facilities, as new development creates increases in service demands.

All development impact fee-funded capital projects should be programmed through the Town’s Capital Improvement Plan (CIP). Using a CIP can help the Town identify and direct its fee revenue to public facilities projects that will accommodate future development. By programming fee revenues to specific capital projects, the Town can help ensure a reasonable relationship between new development and the use of impact fee revenues.

**Table ES.1** summarizes the maximum justified development impact fee schedule that would meet the Town’s identified needs and does not unfairly overburden new development. The Town can adopt fees up to, but not exceeding these amounts. Implementation of these fees will be discussed in greater detail in this Report.



**ES.1: Maximum Justified Development Impact Fees**

Land Use	Administration			Total
	Facilities	Transportation	Parks and Trails	
<i>Residential (per Dwelling Unit)</i>				
Single Family	\$ 3,063	\$ 6,049	\$ 5,794	\$ 14,906
Multifamily	\$ 2,796	\$ 4,225	\$ 5,289	\$ 12,310
<i>Nonresidential (per Square Foot)</i>				
Commercial	\$ 1.64	\$ 4.53	\$ -	\$ 6.17
Institutional/ Governmental	\$ 0.33	\$ 1.93	\$ -	\$ 2.26

Sources: Tables 3.4, 4.3, and 5.3.

## Section 1 - Introduction and Assumptions

### 1.1. Introduction

Willdan Financial Services (“Willdan”) was retained by the Town of Montverde, Florida (“Town”) to conduct a Development Impact Fee Study (“Study”). This report details the results of the Study analysis for the forecast period of FY 2025 through FY 2034.

### 1.2. Overview of the Study

The Town of Montverde currently assesses impact fees for Administration Facilities, Parks and Trails, and Transportation to new development to help offset the cost new development places on the respective systems as they develop within the Town limits. The current fees vary by development type (residential and non-residential).

The impact fee study was a collaboration between Willdan and the Town. Willdan reviewed data and assumptions with Town staff, specifically existing development units, growth projections used in developing the land use assumptions (demographic data), and the existing and future capital needs to develop impact fees.

The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with development. Although development also imposes operating costs, there is not a similar system to generate revenue from new development for services. The primary purpose of this report is to calculate and present fees that will enable the Town to expand its inventory of public facilities, as new development creates increases in service demand.

### 1.3. Florida Impact Fee Act

The Florida Legislature has found that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further found that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. As a result of such findings, on June 14, 2006 the Legislature created Section 163.31801 of the Florida Statutes. This section of the statute is referred to as the Florida Impact Fee Act. Due to the growth of impact fee collections and local governments’ reliance on impact fees, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority must comply with the Act.

The Town will impose impact fees under authority granted by the Florida Impact Fee Act (the Act), contained in Section 163.31801 of the Florida Statutes. The impact fee study prepared for the Town has been conducted in accordance with the State Statute and meets the requirements of the Act for the imposition of Impact Fees.



#### 1.4. Calculation Methodologies

Three basic methodologies were examined to calculate the Town's impact fees. The methodologies are used to determine the best measure of demand created by new development for each impact fee area (parks, Municipal Facilities etc.). The methodologies can be classified as looking at the past, present, and future capacities of infrastructure. The three basic methodologies are described below:

Under the **existing standard** method, new development will fund the expansion of facilities at the same standard currently serving existing development. The existing standard method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Future facilities to serve growth are identified through an annual capital improvement plan and budget process, possibly after completion of a new facility master plan.

The **incremental** (plan based) methodology uses the Town's capital improvement plan (CIP) and related master plans to determine new developments' share of planned projects. Projects that do not add capacity, such as routine maintenance or replacement of existing facilities, are excluded from the fee calculation. Projects that add capacity are further evaluated as to the percentage of the project attributable to existing development versus new development. Only the incremental projects attributable to new development are included in the impact fees.

The third approach is the **system standard average cost** methodology and is a hybrid variation of the existing standard and incremental cost methodologies. Whereas the incremental cost methodology only looks at the projected growth-related capital that is required to serve new development, the system standard average cost methodology looked at all existing investments as well as all capital (growth and non-growth) for the study period. The total costs are then divided by the total development at the end of the study period. Under this method all development (existing and new) contribute capital investments based on their proportionate share of total development. The impact fees developed here will use the system standard average cost approach.

#### 1.5. Reliance on Data

In the preparation of this Report, certain information has been used and relied upon that was provided to Willdan by other entities. Such information includes, but is not limited to, audited financial statements, annual operating budgets, capital information, asset lists, cost data, fee schedules and other information provided during the study. While the sources and applicable information are believed to be reliable, no independent verification of the information has been made and no assurances are offered with respect to the accuracy of the applicable information. To the extent that information used to develop the assumptions applied in the Report differs from actual results, the analyses developed herein could be impacted accordingly.

## 1.6. Overview of the Impact Fee Calculation Process

This Study presents an overview of the concepts employed in the development of the analysis contained herein. The analysis is followed by a discussion of the data, assumptions and results associated with each component of the study. Finally, appendices with detailed schedules are presented for further review of the data, assumptions and calculations which drive the results presented in this Study. The report is organized as follows:

- Section 1 – Introduction
- Section 2 – Land Use Assumptions
- Section 3 – Administration Facilities Fee Calculation
- Section 4 – Transportation Fee Calculation
- Section 5 – Parks and Trails Fee Calculation
- Section 6 – Implementation
- Section 7 – Conclusions
- Section 8 – Recommendations
- Exhibits

## 1.7. Acknowledgements

This Report was prepared with the valuable cooperation and assistance of the Staff of the Town of Montverde, Florida.



## Section 2 - Land Use Assumptions

### 2.1. Impact Fee Authority

Impact fees are one-time fees assessed to new development which helps pay for the proportionate share of infrastructure costs new development imposes on a community. Impact fees are charges that are assessed on new development using a standard formula based on specific characteristics such as the type of housing unit or the square footage of the development.

### 2.2. Land Use Assumption Requirements

The growth projections included in this report were provided by the Town's Planning Department. These projections are in accordance with the Town's 2034 Future Land Use Map. This report makes use of the most current available development forecasts and facility plans to develop the Town's development impact fees and to ensure that the impact fee program accurately represents the facility needs resulting from new development.

### 2.3. Service Areas

A key requirement of an impact fee study is the identification of the service area for which the fee will be applied. Accordingly, the Town intends to assess all impact fees using one Town-wide system that serves the entire Town, rather than multiple individual service areas.

### 2.4. Key Requirements for Future Growth and Development

Development projections are used as indicators of demand to determine facility needs and allocate those needs between existing and new development. This section explains the source for the development projections used in this study based on a 2024 base year and a planning horizon of 2034.

Estimates of existing development and projections of future development are critical assumptions used throughout this report. These estimates are used as follows:

- The estimate of existing development in 2024 is used as an indicator of existing facility demand and to determine existing facility standards.
- The estimate of total development in 2034 is used as an indicator of future demand to determine total facilities needed to accommodate development and remedy existing facility deficiencies, if any.
- Estimates of development from 2025 through 2034 are used to (1) allocate facility costs between new development and existing development, and (2) estimate total fee revenues.

The demand for public facilities is based on the service population, dwelling units or nonresidential development creating the need for the facilities. The service populations for all

facilities included in this study include a varying weighted number of workers, to reflect varying levels of demand for facilities.

## 2.5. Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, development projections distinguish between different land use types. The land use types that impact fees have been calculated for are defined below.

- **Single Family:** Detached and attached single-family dwellings, including townhomes. Detached single family homes are one-unit structures detached from any other houses. Attached single family homes (also known as townhomes or row houses) are one-unit structures that have one or more walls extending from ground to roof separating them from adjoining structures.
- **Multi-family:** All attached multi-family dwellings such as duplexes, condominiums, plus mobile homes, apartments, and dormitories. These are units in structures containing two or more housing units. Second dwelling units on single family lots are also included in the other multi-family land use category.
- **Commercial:** All commercial, retail, hotel/motel, general, professional, and medical office development.
- **Institutional/Governmental:** All educational, social or religious institutions, and public institutions.

Some developments may include more than one land use type, such as a mixed-use development with both multi-family and commercial uses. In those cases, the facilities fee would be calculated separately for each land use type.

The Town has the discretion to determine which land use type best reflects a development project's characteristics for purposes of imposing an impact fee and may adjust fees for special or unique uses to reflect the impact characteristics of the use.

## 2.6. Existing and Future Development

Existing residential development in the Town was identified from information provided by the Lake County Property Appraiser Records. The estimate of existing permanent residents comes from University of Florida Bureau of Economic and Business Research (BEBR) data. This population data was as of February 5, 2024.

Existing nonresidential square footage was identified by Town staff as summarized from information provided by the Lake County Property Appraiser. Existing nonresidential employment was identified in data from the US Census Bureau's OnTheMap application. Growth in employees and corresponding nonresidential building square footage to 2034 was estimated



by decreasing the jobs-housing balance, per Town staff guidance as most of the development anticipated is in residential and institutional parcels.

This section of the report identifies the population of the Town as of 2024, number of dwelling units and existing non-residential development and the projection of new development in 2034 for the same metrics. In 2024, the population was 2,025 residents, with 831 single family households and 10 multifamily households. **Table 2.1** presents the incremental development unit projections through 2034.

**Table 2.1: Demographic Assumptions**

	2024	2034	Increase
<i>Residents</i> <sup>1</sup>	2,025	3,254	1,229
<i>Dwelling Units</i> <sup>2</sup>			
Single Family	831	1,331	500
Multifamily	10	21	11
Total - Dwelling Units	841	1,352	511
<i>Building Square Feet (000s)</i> <sup>3</sup>			
Commercial	55	63	8
Institutional/ Governmental	350	500	150
Total - Building Square Feet	405	563	158
<i>Employment</i> <sup>4</sup>			
Commercial	229	262	33
Institutional/ Governmental	294	420	126
Total - Employment	523	682	159

<sup>1</sup> Current population from University of Florida Bureau of Economic and Business (BEBR) data estimates as of February 5, 2024. Residents for 2034 based on current density information provided by Town of Montverde.

<sup>2</sup> Current values based on parcel data provided by the Town of Montverde. Projection for 2034 calculated based growth projection information provided by the Town of Montverde Planning Department.

<sup>3</sup> Current values provided by the Town of Montverde.

<sup>4</sup> Current estimates of primary jobs from the US Census' OnTheMap. Projection for 2034 calculated based on growth projection information provided by the Town of Montverde Planning Department and employment density factors in Table 2.2.

Sources: Town of Montverde; Lake County Property Appraiser, OnTheMap Application, <http://onthemap.ces.census.gov>; Willdan Financial Services.

The population is anticipated to grow to 3,254 residents with the addition of 1,229 persons by 2034. In total, it is projected that an additional 158,000 square feet of non-residential development will be added through 2034.

### 2.7. Occupancy Density Assumptions

All fees in this report are calculated based on dwelling units or building square feet. Because service demand is based on population, it is necessary to use occupant density assumptions to calculate per-unit and per-square-foot fees. Occupant density assumptions ensure a reasonable relationship between the size of a development project, the increase in service population associated with the project, and the amount of the fee. Developers pay the fee based on the number of additional housing units or building square feet of non-residential and institutional development, so the fee schedule must convert service population estimates to these measures of project size. This conversion is done with average occupant density factors by land use type, shown in **Table 2.2**.

The residential occupant density factors are based on information provided by the Town of Montverde. The non-residential density factors are derived from data from the Institute of Traffic Engineers (ITE) Trip Generation Manual, 10<sup>th</sup> Edition as well as actual conditions within the Town.

**Table 2.2: Occupant Density Assumptions**

---

<i>Residential</i>		
Single Family	2.41	Residents per dwelling unit
Multifamily	2.20	Residents per dwelling unit
<i>Nonresidential</i>		
Commercial	4.16	Employees per 1,000 square feet
Institutional/ Governmen	0.84	Employees per 1,000 square feet

---

Sources: Residential Density Assumptions provided by Town of Montverde; ITE Trip Generation Manual, 10th Edition; Willdan Financial Services.

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## Section 3 - Administration Facilities Fee Calculation

### 3.1. Introduction

The Administration facilities fee is based on both existing assets as well as the construction of new Town facilities, with the fees to be expended upon new Administration facilities. This fee includes buildings of Town-wide significance, including the Town Hall and Library buildings.

### 3.2. Service Population

Administration facilities serve both residents and businesses. Therefore, demand for services and associated facilities is based on the Town’s service population including residents and workers.

**Table 3.1** shows the current estimated service population and the service population in 2034. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for these facilities, it is reasonable to assume that demand for these facilities is less for one employee compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.31-weighting factor for workers is based on a 40-hour workweek divided by the total number of non-work hours in a week (128) and reflects the degree to which nonresidential development yields a lesser demand for administration facilities.

**Table 3.1: Administration Facilities Service Population**

	A	B	$C = A + (B \times 0.31)$
	Residents	Workers	Service Population
Existing (2024)	2,025	563	2,200
New Development (2024-2034)	1,229	165	1,300
Total (2034)	3,254	728	3,500
Weighting factor <sup>1</sup>	1.00	0.31	

<sup>1</sup> Workers are weighted at 0.31 of residents based on a 40 hour work week out of a possible 128 non-work hours in a week (40/128 = 0.31)

Source: Table 2.1; Willdan Financial Services.

### 3.3. Existing Level of Service

The existing administration facilities’ level of service was determined by an evaluation of the asset listing provided by the Town. As detailed on **Exhibit 1**, the total value of existing Administration Facilities assets is \$2,027,529.

### 3.4. Planned Improvements

During the study period the Town is proposing to add new administration facilities. The estimated value of the new facilities is \$2,422,000 as detailed below on **Table 3.2**.

**Table 3.2: Planned Administration Facilities**

Project Name	Total Project Cost
<i>Future Improvements:</i>	
Additional Staff Office Space	\$ 1,500,000
Community Building Rebuild	350,000
Library, shelving, and books	572,000
Total Future Improvements	\$ 2,422,000

Sources: Town of Montverde; Willdan Financial Services.

### 3.5. Credit Components

To avoid overcharging new development for the administration facilities impact fee, a review of the capital financing program for administration facilities was completed. The purpose of this review is to determine any potential revenue credits generated by new development that could be used for capital facilities, land, and vehicle/equipment expansion of the administration facilities. Revenue credits are used to reduce the total cost per functional resident so that new development is not overcharged for its capital revenue contributions used to expand the administration facilities infrastructure. Based on review of historical operations as well as discussions with Town staff, the Town does not derive any revenue from new growth that can be used to offset the burden of any new development. Therefore, there is no credit to be applied to the overall impact fee calculation.

### 3.6. Cost Allocation

**Table 3.3** shows new development’s projected per capita investment in capital facilities at the planning horizon. This value is calculated by dividing the cost of existing and planned facilities by the service population at the planning horizon. The value per capita is multiplied by the worker weighting factor of 0.31 to determine the value per worker.



**Table 3.3: Administration Facilities System Standard**

Value of Existing Facilities	\$	2,027,529
Net Value of Planned Facilities		<u>2,422,000</u>
Total System Value (2034)	\$	4,449,529
Future Service Population (2034)		<u>3,500</u>
Cost per Capita	\$	1,271
Less: Debt Service Credit		<u>-</u>
Net Cost per Capita	\$	1,271
Facility Standard per Resident	\$	1,271
Facility Standard per Worker <sup>1</sup>	\$	394

<sup>1</sup>Based on a weighing factor of 0.31.

Sources: Tables 3.1 and 3.2 and Exhibit 1, Willdan Financial Services.

### 3.7. Proposed Administration Facilities Impact Fee

The maximum supportable proposed administration facilities impact fee that can be assessed to new development is based on each development type’s proportionate impact placed on the Town’s system. The proposed fees reflect the growth-related portion of total system value. **Table 3.4** shows the maximum justified administration facilities impact fee schedule. The facility standard cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities per demand unit identified in **Table 2.2**

The proposed fees identified in **Table 3.4** represent the fees necessary to fund new development or “growth’s” proportionate share of the Administration facilities through 2034.

**Table 3.4: Administration Facilities Fee Schedule**

Land Use	Cost Per Capita	Occupant Density	Impact Fee <sup>1</sup>	Current	Percent Change	Fee per Sq. Ft.
<i>Residential - per Dwelling Unit</i>						
Single Family	\$ 1,271	2.41	\$ 3,063	\$ 1,864	64%	
Multifamily	\$ 1,271	2.20	\$ 2,796	\$ 1,864	50%	
<i>Nonresidential - per 1,000 Sq. Ft.</i>						
Commercial	\$ 394	4.16	\$ 1,637	\$ 1,310	25%	\$ 1.64
Institutional/ Governmental	\$ 394	0.84	\$ 331	\$ 1,310	-75%	\$ 0.33

<sup>1</sup> Fee per dwelling unit (residential) or per 1,000 square feet (nonresidential).

Sources: Tables 2.2 and 3.3; Willdan Financial Services



## Section 4 - Transportation Fee Calculation

### 4.1. Transportation Introduction

The full transportation system value through 2034 is projected to be approximately \$12.5 million. The Town intends to use transportation impact fees to fund the construction of new roads and increase the capacity of existing roads benefiting all development through 2034.

### 4.2. Trip Generation Rates

Transportation impact fees are developed based on the impact or burden each classification of new development places on the system. The industry standard metric used to identify the impact new development places on the Transportation system is vehicle miles traveled (VMT). VMT represents the number of trips as well as the typical trip length generated by development. This is a formula using Vehicle Trip Ends (VTE) to represent the number of trip ends generated by each development type as identified in the Institute of Transportation Engineers (ITE) Trip Generation manuals. The Trip Adjustment Factor from the National Household Travel Survey (NHTS) is an adjustment accounting for the fact that not all trip ends represent the primary destination of the trip. The average trip length reflects the average length of trip specific to Montverde. It is determined by comparing the VMT in Montverde from existing development and comparing it to the national average VMT using NHTS average trip length data. The trip length weight factor represents the average trip length by development type as reported by the NHTS. The product of each of these individual components is the VMT for Montverde by development type. Each of these components is detailed in **Sections 4.2.1 through 4.2.5. Table 4.1** provides a summary of the inputs used to identify the VMT by development type for the Town. Each component of the road fee will be discussed individually.

**Table 4.1 Development of Vehicle Miles Traveled**

Land Use Pattern	Ave Day VTE	Trip Adjustment Factor	Average Trip Length	Trip Length Wt Factor	Average VMT
<i>(a) * (b) * (c) * (d)</i>					
<b>Weekday Average VTE (per Dwelling Unit)</b>					
Single Family	9.52	65%	7.50	1.21	56.16
Multi-Family	6.65	65%	7.50	1.21	39.23
<b>Weekday Average VTE (per Ksq ft)</b>					
Commercial	37.18	33%	7.50	0.66	60.74
Institutional/Governmental	6.02	50%	7.50	0.73	16.47

## Average Weekday Vehicle Trip Ends (VTE)

Average weekday VTE were taken from the ITE Trip Generation Manuals and represent the number of trip ends generated by each development type. For example, a trip from home to the grocery store and returning home represents four trip ends. The home represents two trip ends, one leaving the home and one returning to the home. The grocery store also represents two trip ends, one arriving at the grocery store and one leaving the grocery store. The second column of **Table 4.1** illustrates that a single-family development generates 9.52 trip ends per housing unit, while a commercial development generates 37.18 trips ends per 1,000 square feet of developed space.

### 4.2.1 Trip Adjustment Factors

The trip adjustment factor (column 3 of **Table 4.1**) reflects the fact that trips can have multiple purposes and not all trip ends represent the primary destination. In Section 4.2 example, if the stop at the grocery store was on the way home from work at the end of the day, the grocery store would not be the primary trip destination, it would be a pass by stop on the way home. As such, adjustments are made to reflect that not all trip ends are primary purposes of the trip. The trip adjustment factor also accounts for commuters (residential developments) leaving the Town for work that is outside the Town's boundaries.

The residential trip adjustment factor is larger than the adjustment factor for the other development types to account for the fact that some commuters leave the Town for work. Residential development is assigned all inbound trips (50% representing one half of the trip) plus an additional 15% trip factor to account for jobs that are located outside the Town's boundaries. Per the NHTS approximately 31% of weekday work trips are out-bound trips. The additional 15% trip adjustment allocation to residential developments reflects 31% of work-related trips are outside the Town's boundaries adjusted by 50% to reflect half of the trip.

Commercial/retail developments have a trip adjustment factor of less than 50% because these developments attract vehicles as they pass by on arterial roads (the grocery store example from **Section 4.2**). In this case the grocery store is not the primary destination.

### 4.2.2 Average Trip Length

The starting point used to identify the local trip length for Montverde is national data, specifically data published by the 2009 NHTS. National trip length data will not necessarily correspond with trip lengths for individual municipalities; therefore, an adjustment must be made by comparing the VMT based on national trip length data (from the NHTS) to the current VMT experienced by the Town based on the current number of lane miles and the existing capacity per lane mile. For Montverde, the existing VMT is approximately double the national average VMT. As such the average national trip length of 9.52 miles was increased to 19.32 miles (**Table 4.1**, column 4) to be Montverde specific.



### 4.2.3 Trip Length Weight Factor

The trip length weight factor reflects the fact that not all trips are of the same length and therefore place less demand on the Town’s system. The 2009 NHTS reports that trips from residential developments tend to be 121% of the overall average trip length. By contrast commercial trips lengths represent 66% of the overall average trip lengths and all other non-residential trips are approximately 73% of average overall trip lengths. The trip length weight factor is listed in column 5 of **Table 4.1**.

### 4.2.4 Vehicle Miles Traveled (VMT)

By multiplying the previously identified components together, the VMT per development type can be identified. The VMT by development type is summarized in the final column of **Table 4.1**.

### 4.3. Total VMT

Once the VMT per development type has been determined, it is possible to identify the total VMT that is projected at the end of the study period. **Table 4.2** summarizes the calculation of total VMT through 2034.

**Table 4.2 Total Vehicle Miles Traveled**

Land Use Pattern	All Development	Unit VMT	Total VMT
<b>Weekday Average VTE (per Dwelling Unit)</b>			
Single Family	1,331	56.16	74,748
Multi-Family	21	39.23	824
<b>Weekday Average VTE (per Ksq ft)</b>			
Commercial	63	60.74	3,827
Institutional/Governmental	500	16.47	8,233
<b>Total</b>			<b>87,632</b>

### 4.4. Planned Transportation Improvements

The Town’s current transportation capital improvement program is \$9,850,000. This includes both expansion/growth related projects as well as projects to bring existing roads up to the current level of service standards adopted by the Town. The growth-related portion of the CIP is \$8,250,000 and is included in the current calculation. The cost of these projects was divided by the total anticipated VMT in 2034 ensuring that existing and new development share the total cost of the capital with each group paying their proportionate share without increasing the existing level of service through new development.

#### 4.5. System Value

The value of the transportation system that forms the basis of the transportation impact fee is based on both the existing Transportation system as well as new capital needs. The existing system is valued at \$1,188,729 and future capital of \$8,250,000 for a total system value of \$9,438,729. The existing Transportation value is detailed on **Exhibit 2**.

#### 4.6. Proposed Transportation Fee Component Calculation

This section of the report including all subsections will discuss the approach and calculations that were undertaken to identify the Transportation impact fee for each development category. The Transportation impact fee was calculated using the system demand average cost method. The methodology looked at all capital (growth and non-growth) for the study period. The total capital costs were then divided by total VMT at the end of the study period. Under this method all development (existing and new) share in the capital costs based on their proportionate share of total development.

##### 4.6.1 Cost per VMT

In order to calculate the proportionate share of costs to be allocated to each development type and in turn calculate equitable impact fees matching the burden or capacity used up by each development type, it was necessary to identify the unit cost per VMT. The unit cost per VMT has been calculated at \$107.71 per VMT (system value of \$9,438,729 from **Section 4.5** divided by total VMT of 87,632 from **Table 4.2**). While the capital cost per VMT is the same regardless of the type of development (\$107.71 per VMT), different development types place a different demand on the Town’s Transportation system. The calculation of the proposed impact fee by development type based on their proportionate demand placed on the system is shown in **Table 4.3** below. This impact fee is the maximum supportable proposed Transportation impact fee that can be assessed to new development.

**Table 4.3 Maximum Transportation Impact Fees**

Land Use Pattern	System Value	Total Capacity VMT	Cost per VMT	Average VMT	Cost per Unit	Current	% Change
<b>Residential Weekday Average VTE (per Dwelling Unit)</b>							
Single Family	\$9,438,729	87,632	\$107.71	56.16	\$6,049	\$798	658%
Multifamily	\$9,438,729	87,632	\$107.71	39.23	4,225	798	429%
<b>Commercial Weekday Average VTE (per Ksq ft)</b>							
General Commercial	\$9,438,729	87,632	\$107.71	42.10	\$4,534	\$560	710%
<b>Institutional Weekday Average VTE (per Ksq ft)</b>							
General Institutional and Governmental	\$9,438,729	87,632	\$107.71	17.88	\$1,925	\$560	244%



## Section 5 - Parks and Trails Fee Calculation

### 5.1. Introduction

The parks impact fee has been developed on the value per equivalent dwelling unit (EDU) of existing and incremental capital costs, with the fees generated being expended on additional infrastructure needs to provide service to existing and new developments within the Town’s limits. The calculation of EDUs is described in **Section 5.4.2**.

### 5.2. Existing Level of Service

The existing parks and trails level of service was determined by the parks and trails asset data provided by the Town. The value of the Town’s existing parks and trails is \$822,690 based on current, local costs, as detailed on **Exhibit 3**.

### 5.3. Planned Capital Needs

To meet the projected population growth, the Town has projected the need for additional parks and trails facilities. The Town has projected capital needs for parks at \$1,800,000 and for trails at \$6,000,000 to provide for the new development through 2034. The growth/expansion related expenditures total \$7,000,000. The capital needs are detailed below in **Table 5.1**.

**Table 5.1: Projected Parks and Trails CIP through 2034**

Description	Total	Growth-Related	
		%	Total
<b>Parks - Amenities</b>			
Trussett Park New Playground	\$350,000	100%	\$350,000
Kirk Park New Field Lighting	300,000	0%	0
Boat Ramp Expansion	500,000	0%	0
New Park Highland on Highland	650,000	100%	650,000
<b>Subtotal Parks - Amenities</b>	<b>\$1,800,000</b>		<b>\$1,000,000</b>
<b>Trails</b>			
New Multi-Modal Trails	6,000,000	100%	6,000,000
<b>Subtotal Trails</b>	<b>\$6,000,000</b>		<b>\$6,000,000</b>
<b>Total CIP</b>	<b>\$7,800,000</b>		<b>\$7,000,000</b>
<b>Total Growth-Related</b>	<b>\$7,000,000</b>		<b>\$7,000,000</b>

#### 5.4. Parks and Trails Impact Fee Calculation

This section of the report including all subsections will discuss the approach and calculations that were undertaken to identify the parks and trails impact fee for each development category. The impact fee was calculated using the system standard average cost method.

##### 5.4.1 Existing Facilities and Planned Improvements

As discussed in **Sections 5.2** and **5.3**, the Town has existing parks and trails infrastructure valued at \$822,690. The total value of planned improvements is \$7,000,000, for a total system value in 2034 of \$7,822,690.

##### 5.4.2 Service Units

The total increase in service units during the study period was calculated using a functional population approach to determine EDUs. Under the functional population approach, the anticipated functional residential population was based on 2.41 persons per single family development and 2.20 multifamily persons per unit with a demand factor for both development types of 0.67 (based on industry accepted standards). The demand factor assumes that 8 hours of the day are spent at work (nonresidential classification) and the balance of the 24-hour day 16 hours (or 67%) is allocated to the residential development classification. Nonresidential development was not considered in the parks impact fee as parks are generally built to provide benefit to residential development not nonresidential development.

A single-family residential dwelling unit is assumed to represent one EDU. EDUs for all other development types were derived based on the ratio of functional population for each development type as compared to the functional population for a single-family development. For example, the functional population for single family developments is 2.41 persons per unit and the functional population for multifamily is 2.20 persons per unit, therefore a multifamily unit represents 0.91 EDUs ( $2.41/2.20$ ). The functional population calculation is shown in **Table 5.2** on the following page.



**Table 5.2: Parks and Trails Functional Population Calculation**

	Housing Units/ KSF	Occupant Density	Occupancy Factor	Functional Population/Unit	Functional Population	EDU Factor	EDUs
<b>Existing (2024)</b>							
<u>Residential</u>							
Single Family	831	2.41	1.00	2.41	2,003	1.00	831
Multifamily	<u>10</u>	2.20	1.00	2.20	<u>22</u>	0.91	<u>9</u>
<b>Total Residential</b>	841				2,025		840
<u>Non-Residential Square Feet (1,000's)</u>							
Commercial	55		4.89	1.6303	90	0.00	-
Institutional	<u>350</u>		0.84	0.2800	<u>98</u>	0.00	-
<b>Total Non-Residential</b>	405				188		-
<b>Total System - Existing</b>	<b>1,246</b>				<b>2,212</b>		<b>840</b>
<b>Incremental (2024 - 2034)</b>							
<u>Residential</u>							
Single Family	500	2.41	1.00	2.41	1,205	1.00	500
Multifamily	<u>11</u>	2.20	1.00	2.20	<u>24</u>	0.91	<u>10</u>
<b>Total Residential</b>	511				1,229		510
<u>Non-Residential Square Feet (1,000's)</u>							
Commercial	8		4.89	1.6303	13	0.00	-
Institutional	<u>150</u>		0.84	0.2800	<u>42</u>	0.00	-
<b>Total Non-Residential</b>	158				55		-
<b>Total System - Incremental</b>	<b>158</b>				<b>55</b>		<b>510</b>
<b>Total System - Existing and Incremental</b>					<b>1,284</b>		<b>1,350</b>

### 5.4.3 Credit Component

To avoid overcharging new development for the parks and trails impact fee, a review of the capital financing program for parks and trails was completed. The purpose of this review is to determine any potential revenue credits generated by new development that could be used for expansion of the parks and trails capital assets. Revenue credits are used to reduce the total cost per functional resident so that new development is not overcharged for its capital revenue contributions used to expand the parks and trails infrastructure. Based on our review and discussions with Town Staff, no credit is appropriate at this time.

### 5.4.4 Proposed Parks and Trails Impact Fee

The maximum supportable proposed parks and trails impact fee that can be assessed to new development is based on each development type's proportionate impact placed on the Town's system. The parks and trails impact fees were calculated using the system standard average cost methodology as all development will benefit from existing and new improved parks and trails infrastructure through 2034. The proposed fees reflect the value per EDU of the parks and trails infrastructure as determined by dividing the total value of the existing and new assets by the projected number of EDUs ( $\$7,822,690 / 1,350 = \$5,794$ ). The proposed parks and trails impact fees are summarized in **Table 5.3**. These fees identified represent the fees necessary to fund new development, or "growth's" proportionate share of police vehicles and equipment through 2034.

Table 5.4 presents the comparison between the existing and proposed Parks and Trails Impact Fee.

**Table 5.3: Fee by Development - System Standard**

Description	Value
Total Cost to be Recovered	\$ 7,822,690
EDUs	1,350
Cost per EDU	\$ 5,794
Single Family Fee (1.00 EDU)	\$ 5,794
Multi-Family Fee (0.91 EDU)	\$ 5,289

**Table 5.4: Fee Development - Existing vs. Proposed Fee**

Description	Calculated Fee	Current Fees	Difference - \$	Difference - %
<b>Residential</b>				
Single Family	\$ 5,794	\$ 888	\$ 4,906	552.54%
Multi-Family	5,289	888	4,401	495.68%



## Section 6 - Implementation

### 6.1. Impact Fee Adoption Process

The Town will impose impact fees under authority granted by the Florida Impact Fee Act (the Act), contained in Section 163.31801 of the Florida Statutes. The analysis contained in the preceding chapters of this report meets the requirements of the Act for imposition of impact fees.

Key portions of Section 163.31801 are reproduced below:

- (4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:
  - (a) Ensure that the calculation of the impact fee is based on the most recent and localized data.
  - (b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.
  - (c) Limit administrative charges for the collection of impact fees to actual costs.
  - (d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.
  - (e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
  - (f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.
  - (g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.
  - (h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.
  - (i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the

increased impact generated by the new residential or nonresidential construction.

- (6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.
- (a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.
  - (b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.
  - (c) An increase to the current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.
  - (d) An impact fee increase may not exceed 50 percent of the current impact fee rate.
  - (e) An impact fee may not be increased more than once every 4 years.
  - (f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.
  - (g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:
    - 1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.
    - 2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).
    - 3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

163.31801(8) also states:

A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its



executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

## 6.2. Demonstrated Need Study

The City has completed a Demonstrated Need Study dated November 2024, consistent with the requirements listed above in s. 163.31801 (6) g to allow the City Commission the option to increase fees at a level greater than the established phase-in limitations. The study establishes the extraordinary circumstances in Montverde necessitating the need to exceed the phase-in limitations for the administration facilities, transportation, and parks and trails impact fees. The following summarizes the extraordinary circumstances that are discussed in greater detail in the Demonstrated Need Study:

- Montverde has grown at a rate that significantly exceeds the rate of growth for Lake County and the State of Florida as a whole. The high rate of growth will continue to place significant demands for the Town's infrastructure.
- Since the previous Impact Fee Study update in 2017, construction costs for capital facilities have increased significantly. The fees calculated in 2017 can no longer fund the intended facilities level of service.
- Implementing increased impact fees in the manner provided for under the phase-in limitations in s. 163.31801 (6) g would result in a significant revenue loss to Montverde, especially in the Town's case where the initial fees that were previously adopted were based on incremental costs of a preliminary CIP and not a buy-in method that included both existing system facilities as well as projected needs. Additionally, these initial fees in 2017 were adopted before the fee adjustment limitations and phase-in provisions. The current requirements are an additional restriction and delay with the phase in of fee updates. Facilities needed to serve new development would have to be funded by existing taxpayers, or else the Town's facility standards would decrease.

## 6.3. Programming Revenues and Projects with the CIP

The Town maintains a multi-year Capital Improvement Program (CIP) to plan for future infrastructure needs. The CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The Town may decide to alter the scope of the planned projects or to substitute new projects as long as those new projects continue to represent an expansion of the Town’s facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the Town should consider revising the fees accordingly.

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## Section 7 - Conclusions

This study has found a need for the Town to continue to impose development impact fees as a mechanism for recovering the capital costs associated with system growth and expansion. Based on the reviews, analyses and assumptions provided herein, it is concluded that:

1. The application of impact fees for new system connections is common for municipalities in Florida. As growth continues to impact the region, and as state and federal funding programs are reduced or eliminated, it is prudent management practice to adopt mechanisms to recover capital costs incurred by the municipality for making service available to future customers.
2. Through the Act, contained in Section 163.31801 of the Florida Statutes, the Florida legislature has found that it is prudent to require new customers to bear a portion of the costs of current capacity and future expansions their presence will demand. It should be noted that Willdan is not attempting to issue a legal opinion regarding the Act, or any court proceedings leading to the enactment of the Act. Any questions regarding the legal consideration provided herein should be directed to the Town's legal counsel.
3. The impact fees developed herein is equitable and provides for reasonable recovery of the capital costs associated with providing development service to new customers.
4. The impact fees developed herein are calculated in accordance with the requirements of the Act and utilize methodologies that are consistent with industry standards.
5. The calculated impact fees are based on the current capital improvement plan adopted by the Town. The combined methodology (buy-in and incremental cost) is common for public utility systems in Florida and is consistent with common industry standards.

## Section 8 - Recommendations

Based on the reviews, analyses and assumptions discussed herein, as well as the resulting conclusions provided above, it is respectfully recommended that the Town:

1. Adopt the calculated impact fees and application methodology as developed in this Report, or other such impact fee amounts as determined appropriate by the Town but not to exceed the fee amounts calculated herein. Based on the Impact Fee Act, the Development Impact Fees would be limited to an increase of 50% to be phased-in over a four-year period. However, noted in the previous section, based on the Statute, the fee update can be implemented in a single adjustment based on a Need Study, a minimum of two public workshops dedicated to the extraordinary circumstances, and the impact fee increase ordinance approved by at least a two-thirds vote of the governing body.
2. Set an effective date for collection of the updated development impact fees a minimum of 90 days from adoption. This is to allow for a “grace period” for potential in-progress development.
3. Readdress the impact fee study at least within the next 5 years, or at such times as future capital budgets are developed and additional capital costs are incurred that may result in material adjustments to the impact fee as adopted.



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# Exhibits

**Exhibit 1. System Valuation: Administration Facilities - Existing Assets**

Description	Replacement Cost New Less Depreciation (RCNLD)
<b>Administration Facilities</b>	
<b>Land</b>	
HARDEN PROPERTY	\$ 253,557
BECHEEN PROPERTY	41,321
LAND	6,500
<b>Buildings</b>	
LIBRARY	150,572
LIBRARY INFRASTRUCTURE IMPROVEMENTS	16,432
TOWN HALL	646,981
TOWN HALL INFRASTRUCTURE IMPROVEMENTS	17,393
TOWN HALL INFRASTRUCTURE IMPROVEMENTS	21,114
TOWN HALL PARKING LOT	240,645
TOWN HALL INFRASTRUCTURE IMPROVEMENTS	305,542
AUDITORIUM INFRASTRUCTURE IMPROVEMENTS	38,570
POLICE/SHERIFF BUILDING IMPROVEMENTS	69,502
COMMUNITY BUILDING ELECTRONIC DOOR ACCESS/KEY	1,632
COMMUNITY BUILDING INFRASTRUCTURE IMPROVEMENTS	46,988
COMMUNITY BUILDING	11,552
COMMUNITY BLDG 200 AMP 3 PHASE SERVICE	5,143
COMMUNITY BLDG INFRASTRUCTURE IMPROVEMENTS	7,657
<b>Facilities</b>	
RAMP AT LIBRARY	849
TOWN SIGN	583
BLACK MTN ACH CREDIT MODULE	729
ELECTRONIC DOORS FOR AUDITORIUM	4,616
6TH ST A/C SYSTEM - LIBRARY	10,299
TOWN HALL PARKING LOT LIGHTS	6,775
IMPROVEMENTS TO TOWN HALL	4,415
TOWN HALL BRICK PAVERS	4,331
TH BRICK WALK WAY	1,999
9 ELECTRIC OUTLETS FOR TOWN HALL	2,173
TOWN HALL SIGN	1,888



**Exhibit 1. System Valuation: Administration Facilities - Existing Assets**

Description	Replacement Cost New Less Depreciation (RCNLD)
<b>Administration Facilities</b>	
<b>Vehicles and Equipment</b>	
DEFIBRILLATOR	488
DELL POWER SERVER	743
AUDITORIUM SOUND SYSTEM	1,133
ZOOM CAMERAS	24,104
COMPUTER SERVER FROM ITECH	7,837
CARPET FOR AUDITORIUM	2,654
TOWN HALL INFRASTRUCTURE IMPROVEMENTS	8,437
READER SIGN BOARD	605
BOA - OUTDOOR DISPLAY CASE	1,618
LIBRARY BOOK DROP	992
5 HP PUMP AND MOTOR	2,438
SECURITY AND SURVELIANCE SYSTEM	2,878
FURNITURE	38,077
BLACK MOUNTAIN SOFTWARE	6,363
COUNCIL CHAMBERS FURNITURE	869
CODE RED EMER NOTIFICATION SOFTWARE	601
CHAIRS FOR AUDITORIUM	4,133
2002 CHEVY IMPALA	3,802
<b>Total Administration Facilities</b>	<b>\$ 2,027,529</b>

Source: Town of Montverde

**Exhibit 2. System Valuation: Transportation - Existing Assets**

Description	Acquisition Date	Original Cost	Accumulated Depreciation	Replacement Cost New (RCN)	Replacement Cost New Less Depreciation (RCNLD)
<b>Streets</b>					
PAVING PORTER & 8TH 8TH & FRANKLIN	04/15/08	\$ 9,570	\$ 9,570	\$ 15,655	\$ 6,085
PAVING CR 455 & LAKESIDE	06/05/08	7,095	7,095	11,607	4,511
LONGRIDGE ASPHALT PATCHES	08/17/10	2,250	2,250	3,476	1,226
PALM VIEW DRAINAGE IMPROVEMENTS	08/17/10	6,800	6,800	10,505	3,705
9TH ST SWALE APRON	09/28/10	6,600	6,600	10,196	3,596
REGRADE & SOD SWALES	09/27/11	24,399	24,399	36,568	12,169
CONCRETE WORK @ LAKE STREET	06/26/13	2,590	2,590	3,688	1,098
FOUR LAKES LANE DEAINAGE REPAIRS	05/19/14	3,950	3,720	5,476	1,756
ROAD IMPROVEMENTS	08/30/21	21,000	4,384	23,528	19,144
BOA - CONCRETE SCARIFER	03/16/22	2,675	414	2,796	2,382
CONCRETE PADS FOR MAIL BOXES, 3 CURBS AT CR455	03/16/23	3,989	0	4,060	4,060
FRANKLIN PARK CONCRETE SLAB	04/01/15	3,500	1,488	4,741	3,254
PAVING	03/01/98	64,382	55,797	147,836	92,038
PAVING	03/01/00	96,209	76,968	210,228	133,261
PAVING	03/01/03	1,400	979	2,843	1,864
PAVING	03/01/04	75,846	49,513	144,908	95,395
ROAD REPAIRS & IMPROVEMENTS	03/26/09	48,616	23,633	77,114	53,481
ROAD REPAIRS & IMPROVEMENTS	04/08/09	6,750	3,263	10,707	7,444
PAVING -VIRGINIA FRANKLIN DORIS	04/22/10	28,551	12,848	44,108	31,261
STRAHAN DRAINAGE IMPROVEMENTS	08/06/10	16,289	7,149	25,165	18,016
DIVISION STREET PAVING	08/30/11	28,220	11,445	42,295	30,850
PARK AVE LANE PAVING	08/30/11	64,529	26,170	96,713	70,543
BASE & PAVE NINTH ST	03/01/18	42,805	7,966	52,601	44,635
PAVE THIRD ST	01/10/18	11,050	2,118	13,579	11,461
STRAHAN ST CORNER	09/15/11	5,298	2,134	7,940	5,806
8TH STREET RESURFACE	04/01/15	14,025	3,974	18,999	15,025
DORIS STREET RESURFACE	04/01/15	22,919	6,494	31,046	24,552
PAVING AND BASE WORK MONTVERDE	04/01/15	3,283	930	4,447	3,516
9TH STREET BASE	04/01/15	7,825	2,217	10,600	8,383
STREET PAVING & IMPROVEMENT	10/24/08	13,730	6,865	22,460	15,595
ROAD REPAIRS	03/18/09	23,485	11,416	37,252	25,835
AMBASSADOR PAVING	07/20/22	33,500	1,340	35,011	33,672
DOWNTOWN STREETScape	05/04/12	123,067	35,125	179,731	144,605



**Exhibit 2. System Valuation: Transportation - Existing Assets**

Description	Acquisition Date	Original Cost	Accumulated Depreciation	Replacement Cost	Replacement Cost
				New (RCN)	New Less Depreciation (RCNLD)
SIDEWALKS	03/01/04	5,999	5,999	11,461	5,462
SIDEWALK IMPROVEMENTS	03/31/05	5,968	5,520	10,895	5,375
SIDEWALKS	03/31/06	92,851	54,175	162,841	108,666
REMOVE & REPLACE SIDEWALKS	08/20/10	6,843	6,843	10,572	3,729
DOWNTOWN SIDEWALK	09/25/14	1,950	1,181	2,703	1,522
<b>Vehicles</b>					
FORD RANGER	03/01/04	5,999	5,999	9,934	3,935
<b>Building/Equipment/Land/Structures</b>					
GIS SOFTWARE (INTERLOCAL)	04/01/15	1,808	1,808	2,386	578
BOA - SKID STEER AUGER	03/16/21	2,590	942	2,990	2,048
STREET SIGNS (SPEED)	08/18/22	15,926	1,785	17,021	15,236
ALUM SIGNS	10/01/21	16,996	3,400	19,618	16,219
EQUIPMENT	03/01/03	1,607	1,607	2,732	1,125
RADAR SIGN	11/16/17	3,990	2,328	5,091	2,764
RADAR SIGN	03/09/18	3,990	2,228	4,970	2,742
TRANSPORTATION EQUIPMENT	03/01/03	3,009	3,009	5,116	2,107
SIGN SCENIC BYWAY	09/03/09	2,098	2,098	3,059	961
DIRECTIONAL SIGNAGE	09/11/09	29,690	29,690	43,285	13,595
4TH & PORTER APRON AT KIRK PARK	07/09/10	1,350	1,350	1,936	586
STREET SIGNS	10/20/20	28,133	8,294	33,999	25,706
BOA - SKID STEER TRENCHER/MOUNT	03/16/21	5,219	1,329	6,024	4,695
<b>Traffic Lights</b>					
LED LIGHTS & POLES	06/21/21	44,747	10,199	51,651	41,452
<b>Total Transportation Facilities</b>		<b>\$ 1,106,959</b>		<b>\$ 1,756,163</b>	<b>\$ 1,188,729</b>

Source: Town of Montverde

**Exhibit 3. System Valuation: Parks and Trails - Existing Assets**

Description	Acquisition Date	Original Cost	Accumulated Depreciation	Replacement Cost New (RCN)	Replacement Cost	
					New	Less Depreciation (RCNLD)
<b>Park Assets</b>						
<b>Infrastructure</b>						
TREE IRRIGATION MULCH INSTALLATION	11/8/2010	18,075	18,075	27,924	\$	9,849
STRETCHER PROP IMPROVEMENTS	4/2/2012	2,830	2,830	4,133		1,303
BOAT RAMP-CONCRETE RAMP	3/8/2008	4,159	4,159	6,803		2,644
AERATION SYSTEM ELECTRIC	7/23/2009	17,100	17,100	27,124		10,024
LAKE FLORENCE AERATION SYSTEM	9/30/2009	33,289	33,289	52,803		19,514
LAKE FLORENCE DOCK	9/8/2008	8,550	8,550	13,986		5,436
NEW SOD AT KIRK PARK	6/1/2018	3,488	1,860	4,286		2,426
DUGOUT & FIELD IMPROVEMENT	4/13/2011	5,645	5,645	8,460		2,815
KIRK PARK	9/12/2013	51,200	51,200	72,902		21,702
LIGHTING FOR KIRK PARK	9/23/2008	35,638	35,638	58,298		22,659
FENCE AT TRUSKETT PARK	3/10/2017	3,267	2,151	4,136		1,985
FENCE AT TRUSKETT PARK - CHAIN LINK	4/6/2017	1,768	1,149	2,238		1,089
FENCE AND RAIL AT TRUSKETT PARK	4/6/2017	1,499	974	1,898		923
DECK & RAIL REPLACEMENT AT FLORENCE PARK	5/2/2017	7,800	5,005	9,875		4,870
ALUMINUM RAILING AT FLORENCE PARK	9/30/2017	5,745	3,447	7,273		3,826
23 FT FENCE & GATE STECHER PROPERTY	2/1/2018	2,700	1,530	3,318		1,788
REBUILD LAKE FLORENCE DOCK	1/1/2018	33,895	19,490	41,652		22,163
CHASE - SAMS TABLES AND CHAIRS	8/22/2022	4,193	465	4,382		3,917
4 TIER WATER FOUNTAIN	9/30/2011	4,000	3,222	5,995		2,773
STAGE ROOF	4/11/2011	16,271	13,559	24,386		10,827
ELECTRICAL IMPROVEMENTS	4/13/2011	13,421	11,184	20,115		8,931
UNDERGROUND POWER AT KIRK PARK	12/21/2016	6,050	2,722	7,955		5,233
BIKE PATH	3/1/2004	73,637	72,109	140,688		68,579
BIKE PATH CONCRETE PADS/BENCH	3/1/2005	7,938	7,344	14,492		7,147
STEEL BENCH AND BIKE RACK	3/31/2005	9,102	8,421	16,617		8,196
HANDICAP PARKING STALLS & BB C	3/31/2007	2,064	1,703	3,522		1,819
KIRK PARK IMPROVEMENTS	3/31/2007	35,465	29,266	60,520		31,254
KIRK PARK LIGHTING	12/12/2008	106,915	79,295	174,893		95,598
TRUSKETT PARK PHASE II	1/6/2009	66,790	49,258	105,942		56,684
TRUSKETT PARK I	2/20/2009	33,821	24,802	53,647		28,844
60 AMP SERVICE TO NEW STAGE	3/29/2009	2,818	2,055	4,470		2,415
SEPTIC TANK SYSTEM AT COMMUNITY BLDG	4/1/2018	8,045	1,475	9,886		8,411
PARKING COMMUNITY BLDG	9/15/2011	2,440	983	3,657		2,674
DOWNTOWN STREETScape ISLAND	11/13/2012	6,463	2,352	9,438		7,086
REPLACE DUGOUT ROOF	4/16/2018	1,950	264	2,396		2,132
REPLACE PAVILION ROOF	9/19/2018	5,850	731	7,189		6,458
TRUSKETT PARK SIDEWALK/PARKING	9/28/2010	6,351	6,351	9,812		3,461
<b>Total Infrastructure</b>		<b>650,232</b>	<b>529,654</b>	<b>1,027,112</b>		<b>497,458</b>
<b>Land</b>						
LAND	1/1/1971	3,780	0	3,780		3,780
LAND	1/1/1971	34,357	0	34,357		34,357
16912 RIDGEWOOD LAND	6/29/2011	45,237	0	45,237		45,237
LAND DEPOSIT	7/27/2014	2,000	0	2,000		2,000
LAND	1/1/1971	6,994	0	6,994		6,994
<b>Total Land</b>		<b>92,368</b>	<b>0</b>	<b>92,368</b>		<b>92,368</b>
<b>Vehicles, Furniture &amp; Equipment</b>						
KITCHEN EQUIP/COMMUNITY BUILDING	9/8/2016	7,700	7,700	10,035		2,335
4 COMPRESSOR FOR AERATION	4/1/2015	1,996	1,996	2,634		638
LAKE FLORENCE COMPRESSOR	4/1/2015	1,169	1,169	1,543		374
LK FLORENCE COMPRESSOR	4/10/2017	1,857	1,857	2,370		513
AC COMPRESSOR	6/1/2018	1,051	1,051	1,309		258
GREEN TABLE W/BLACK FRAMES	10/27/2010	3,802	3,802	5,454		1,652
FITNESS EQUIPMENT	3/29/2011	5,109	5,109	7,105		1,995
HANDICAP RAMP	11/3/2009	8,120	8,120	11,838		3,718
BIKE RACKS RECEPTACLES BENCHES	1/13/2010	14,211	14,211	20,385		6,173
BASEBALL FIELD FENCE	3/22/2011	4,225	4,225	5,875		1,650



**Exhibit 3. System Valuation: Parks and Trails - Existing Assets**

Description	Acquisition Date	Original Cost	Accumulated Depreciation	Replacement Cost New (RCN)	Replacement Cost New Less Depreciation (RCNLD)
<b>Park Assets</b>					
CORY HEAT AND AIR	11/23/2021	3,120	827	3,601	2,775
Z TRAC MOWER	3/31/2005	3,615	3,615	5,790	2,175
PLAYGROUND EQUIP (SPIDER PLAY, SWING, DUCK, ETC.)	8/11/2021	32,061	6,860	37,007	30,147
LL37060DEN DR LEAF VAC PROMAX 450 11.7 HP ES	7/13/2022	4,373	533	4,674	4,141
PLAYGROUND EQUIPMENT	10/23/2007	36,199	36,199	54,606	18,407
<b>Total Vehicles, Furniture &amp; Equipment</b>		<b>128,609</b>	<b>97,275</b>	<b>174,224</b>	<b>76,949</b>
<b>Total Parks</b>		<b>\$ 871,209</b>	<b>\$ 626,929</b>	<b>\$ 1,293,705</b>	<b>\$ 666,775</b>
<b>Trails Assets</b>					
<b>Infrastructure</b>					
LIGHTING FOR BIKE TRAIL	4/1/2015	3,560	3,026	4,822	1,796
LIGHTING FOR BIKE TRAIL	4/1/2015	750	638	1,016	378
RECREATIONAL TRAIL	5/21/2014	186,148	116,860	258,049	141,190
TRAIL EXTENSION	10/1/2014	6,809	4,085	9,439	5,354
RECREATIONAL TRAILS	3/15/2012	8,166	4,730	11,926	7,196
<b>Total Trails</b>		<b>\$205,433</b>	<b>\$129,338</b>	<b>\$285,253</b>	<b>\$ 155,915</b>
<b>Total Parks and Trails</b>		<b>\$1,076,642</b>	<b>\$756,267</b>	<b>\$1,578,957</b>	<b>\$822,690</b>

Source: Town of Montverde

DRAFT

# Town of Montverde, FL

## Water Impact Fee Study





October 15, 2024

Paul Larino, Town Manager  
Town of Montverde  
17404 Sixth St.  
P.O. Box 560008  
Montverde, FL 34756

**Subject: Water Impact Fee Study**

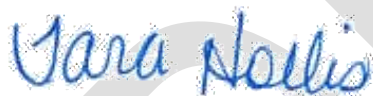
Dear Mr. Larino,

WILLDAN FINANCIAL SERVICES is pleased to submit to Town of Montverde, Florida the Water Impact Fee Study report for your consideration. We have completed the analyses for the review and development of water impact fees and have summarized the results herein.

We appreciate the opportunity to be of service to the Town in this matter. In addition, we would like to thank you and the other members of the Town staff for the valuable assistance and cooperation provided during the preparation of the Report. We look forward to collaborating with you on future projects and continuing a successful professional relationship.

Respectfully Yours,

**WILLDAN FINANCIAL SERVICES**



Tara Hollis, CPA, CVA, MBA  
Principal Consultant

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## Section 1 - Introduction and Assumptions

### 1.1. Introduction

Willdan Financial Services “Willdan” was retained by the Town of Montverde, Florida (“Town”) to conduct the Water Impact Fee Study (“Study”). This report details the results of the Study analysis for the forecast fiscal period, 2025 through 2034.

### 1.2. Overview of the Study

The impact fee study was a collaboration between Willdan and the Town. Willdan reviewed data and assumptions with Town staff, specifically growth projections and future capital needs to update water impact fees.

The Town of Montverde currently assesses a water impact fee to new development to help offset the cost new development places on the respective systems as they develop within the Town limits.

Willdan conducted an analysis of the costs to provide capacity for new development by examining planned capital facilities that are required to serve new development. The approach used to calculate the water impact fee adheres to Florida State law.

The primary policy objective of a water impact fee program is to ensure that new development pays the capital costs associated with development. Although development also imposes operating costs, there is not a similar system to generate revenue from new development for services. The primary purpose of this report is to calculate and present fees that will enable the Town to expand its inventory of water facilities, as new development creates increases in service demands.

### 1.3. Legal Considerations

#### ***Court Proceedings - General***

Generally, courts throughout the United States have found that capacity-related fees associated with new customer connections to utility systems are legal as long as they meet a Rational Nexus Test. In accordance with common court rulings, the rational nexus test requires that certain conditions be met in order to have a valid capacity-related fee. Typically, the court decisions have found that such fees are valid if the following standards are met:

1. The required payment should primarily benefit those who must pay it because they receive a special benefit or service as a result of improvements made with the proceeds;
2. Proceeds from the required impact fee payments are dedicated solely to the capital improvement projects (i.e. proceeds are not placed in a general fund to be spent on ongoing expenses and maintenance, which characterizes a tax, but are set aside in a restricted reserve fund);

3. The revenue generated by the required payment should not exceed the cost of capital improvements to the system; and
4. The required payments are imposed uniformly and equitably on all new customers based on their anticipated usage (i.e. a relationship between the fees paid and the benefits received).

In general, most courts have found that it is reasonable for utility systems to take steps to ensure that there are adequate funds for capital projects, and to set aside collected fees in a special account for that purpose. Additionally, new customers are treated alike in that all must pay a fee based on anticipated usage and/or potential demand. Finally, courts have reasoned that it is rational for a utility system to prepare to pay for future capital projects and, while imposing a capacity-related fee may not be the only way to raise such funds, it is a reasonable and legitimate method of accruing funds.

#### ***Court Proceedings – Florida***

The precedent for connection/impact fees and related charges in Florida was set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida, 312 So. 2d763 (Fla 2d DCA 1975). The litigation and judgment regarding the validity of capital-related fees provides that an equitable cost recovery mechanism, such as capacity fees, can be levied for a specific purpose by a Florida municipality as a capital fee for services. In the ruling, the court identified certain conditions as necessarily present in order to have a valid fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and
4. The municipality must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the capital charge generates. Therefore, the funds collected from the impact fee should be retained in a



separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fee analyses conducted herein will: 1) include only the actual and estimated near term incremental costs of existing and new facilities associated with the capital facilities to serve new customers; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets that are allocable to existing users of the system; and 3) not include any costs of operation and maintenance of the facilities associated with the system.

#### 1.4. Florida Impact Fee Act

The Florida Legislature has found that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further found that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. As a result of such findings, on June 14, 2006 the Legislature created Section 163.31801 of the Florida Statutes. This section of the statute is referred to as the Florida Impact Fee Act. Due to the growth of impact fee collections and local governments' reliance on impact fees, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority must comply with the Act.

The Town will impose impact fees under authority granted by the Florida Impact Fee Act (the Act), contained in Section 163.31801 of the Florida Statutes. The impact fee study prepared for the Town has been conducted in accordance with the State Statute and meets the requirements of the Act for the imposition of Impact Fees.

#### 1.5. Calculation Methodologies

Three basic methodologies are typically used to calculate impact fees. The methodologies are used to determine the best measure of demand created by new development. The methodologies can be classified as looking at the past, present, and future capacities of infrastructure. The defined methodologies include the buy-in method, incremental or marginal cost method, and combined cost method. A brief description of each of these methodologies as defined in American Water Works Association Manual M1 is provided below.

- **Buy-in Method.** Based on the value of the existing system's capacity. Under this method, new development "buys" a proportionate share of capacity at the cost (value) of the existing facilities.
- **Incremental/Marginal Cost Method.** Based on the value or cost to expand the existing system's capacity. This method assigns to new development the incremental cost of future system expansion needed to serve new development.

- **Combined Cost Method.** Based on blended value of both the existing and expanded system capacity. This method uses a combination of the buy-in and incremental/marginal cost methods.

### 1.6. Reliance on Data

In the preparation of this Report, certain information has been used and relied upon that was provided to Willdan by other entities. Such information includes, but is not limited to, audited financial statements, annual operating budgets, capital information, asset lists, cost data, fee schedules and other information provided during the study. While the sources and applicable information are believed to be reliable, no independent verification of the information has been made and no assurances are offered with respect to the accuracy of the applicable information. To the extent that information used to develop the assumptions applied in the Report differs from actual results, the analyses developed herein could be impacted accordingly.

### 1.7. Overview of the Impact Fee Calculation Process

This Study presents an overview of the concepts employed in the development of the analysis contained herein. The analysis is followed by a discussion of the data, assumptions and results associated with each component of the study. Finally, appendices with detailed schedules are presented for further review of the data, assumptions and calculations which drive the results presented in this Study. The report is organized as follows:

- Section 1 – Introduction
- Section 2 – Water Impact Fee Calculation
- Section 3 – Implementation
- Section 4 – Conclusions
- Section 5 – Recommendations
- Exhibits

### 1.8. Acknowledgements

This Report was prepared with the valuable cooperation and assistance of the Staff of the Town of Montverde, Florida.



## Section 2 - Water Impact Fee Calculation

### 2.1. General

Impact fees and other comparable charges are often referred to by various terms including impact fees, capacity fees, system expansion fees, capacity reservation charges, facility fees, capital connection charges or other such terminology. In general, an impact fee is a one-time charge imposed with respect to new development to fund costs of capital improvements necessitated by the development, to recoup costs of existing facilities which serve the new development and to recoup costs to purchase capacity in the facilities of other local governments. Such capital costs generally include the construction of facilities as well as engineering, surveys, land, financing, professional fees and administrative costs. It has become customary practice for water utility systems to implement impact fees (or other similar charges) to establish a source of funding for future capital projects. This practice helps to mitigate the need for existing customers to pay for system expansions entirely through increased user rates.

### 2.2. Criteria for Impact Fees

The purpose of an impact fee is to allocate, to the extent practical, growth-related capital costs to those customers responsible for such additional costs. To the extent that new population growth imposes identifiable additional capital costs to municipal services, equity and prudent financial practice necessitate the assignment of such costs to those customers or system users responsible for the additional costs rather than the existing user base. This practice has been labeled as “growth paying for growth” without placing the full cost burden on existing users.

It is important to note that an impact fee is different than an assessment or tax. A special assessment is predicated upon an estimated increment in value to the property assessed by virtue of the improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit the property receives. Impact fees not related to the value of the improvement to the property but rather to the usage of the facilities required by the property. Until the property is developed, there is no burden placed upon the servicing facilities and the land use may be entirely unrelated to the value of the assessment basis of the underlying land. With respect to a comparison to taxes, impact fees are distinguishable primarily in the direct relationship between the amount charged and the measurable quantity of public facilities required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed, and funds received by a municipality from taxes can be expended for any legitimate public purpose.

### 2.3. Existing Water Impact Fee

The Town currently imposes a water impact fee on new customers requiring water utility service. The current fee is \$5,550 per equivalent residential unit (ERU).

### 2.4. Existing Connection Fees

The Town currently imposes connection fees on new customers connecting to the water system. However, it is important to note that such connection-related fees are different than the impact

fees developed and proposed herein. The distinguishing characteristic is that the connection fees are established for the purpose of recovering the operating costs associated with performing the customer service act of physically making a new system connection (i.e., materials, labor, equipment, and vehicles). Impact fees, on the other hand, are established for the purpose of recovering the major capital costs incurred in making water utility services available to the public. The impact fees calculated herein are intended to be in addition to the connection fees. As such, it is proposed that the existing connection fees continue to be imposed. It should be noted that, for the purpose of this Study, the existing connection fees are assumed to recover the costs associated with actual physical connection to the system. A review of these fees in relation to actual costs incurred is beyond the scope of this Study.

## 2.5. Existing and Planned Capital Facilities

### *Existing Facilities – Buy-In Method*

In considering the recovery of existing asset costs under the buy-in method, the general concept is that new customers “buy” a proportionate share of system capacity at the value of the existing facilities. It is important to note that while this methodology is labeled as *buy-in*, payment of an impact fee does not transfer any ownership of the assets to the customer. Rather, such payment provides access to capacity at a status equal to that of existing customers of the system.

While there are varying asset valuation methods, a common approach is to value the existing assets at a replacement cost amount. According to the replacement cost method, the existing system components are valued at the estimated current cost of replacing the facilities. The analysis developed herein uses an approach referred to as Replacement Cost New Less Depreciation (RCNLD). Applying the RCNLD method, the original costs are escalated to current dollars using construction cost indices, and then the result is adjusted down for the accumulated depreciation. This approach results in a replacement cost valuation that reflects the remaining depreciable life of the facilities.

In performing the RCNLD analysis, the Town provided a detailed listing of the current water system facilities (the “Asset Listing”). The Asset Listing contained the original cost, the date placed in service and the accumulated depreciation for each asset. The replacement cost of each asset is estimated by using construction cost indices information contained in the Handy-Whitman Index (HWI) of Public Utility Construction Costs for the South Atlantic Region. The HWI calculates the cost trends for diverse types of utility construction, including water systems. The published indices are used by regulatory bodies, operating entities, utility systems, service companies, valuation experts and insurance companies. The HWI values are widely used to trend earlier valuations and original cost records to estimate replacement cost at prices prevailing at a certain date or to the present. While other construction cost indices are available, the HWI is used in this analysis because it is specifically tailored to the utility industry.

After the replacement cost is calculated for each individual asset item, the adjusted accumulated depreciation is deducted for each asset item. The result is the RCNLD. The asset data and applicable recoverable cost allocations are provided in **Exhibit 1** at the end of this Report. The existing capital facilities and RCNLD calculations are summarized in **Table 2.1**.



**Table 2.1: Summary of Existing Water Facilities**

Description	Original Cost	Replacement Cost		Accumulated Depreciation	RCNLD
			New		
<b>Water Assets by Category:</b>					
Land	\$ 300,963	\$ 300,963	\$ 0	\$ 300,963	
Treatment Plant	1,157,358	3,837,054	(745,543)	3,091,511	
Lines	1,253,322	3,420,312	(540,847)	2,879,465	
Tanks	7,128	11,619	(6,647)	4,972	
Meters	376,391	843,891	(131,646)	712,245	
Hydrants	12,465	33,558	(5,723)	27,835	
Vehicles	42,519	42,519	(11,801)	30,718	
<b>Total</b>	<b>\$ 3,150,146</b>	<b>\$ 8,489,916</b>	<b>\$ (1,442,207)</b>	<b>\$ 7,047,709</b>	

For the purpose of the impact fee analysis, the existing assets are categorized based on the major components of **Treatment** and **Transmission**. The treatment category includes any treatment plant facilities, and accompanying supply and storage facilities. The transmission category consists of major water mains, and water pumping facilities. The existing recoverable water capital asset cost allocations included in the analysis are summarized in **Table 2.2**.

**Table 2.2: Summary of Existing Water Facilities Component Allocation**

Description	Allocation	
	Percent (%)	Amount (\$)
Treatment Facilities	48.14%	\$ 3,392,474
Transmission Facilities	51.86%	3,655,235
<b>Total</b>	<b>100.00%</b>	<b>\$ 7,047,709</b>

**Capital Improvements Program – Incremental Cost Method**

In considering the recovery of future asset costs under the incremental cost method, the general concept is to assign to new development the incremental cost of future system expansion needed to serve the new development. When using this method, the Act requires a capital improvements program (“CIP”) that identifies the costs associated with new capacity and the timing of the expenditures. It is also important to consider the planned funding sources for the projects identified in the CIP. For example, projects that are funded from grants or developer contributions are excluded from the impact fee calculation as these are costs that are not incurred by the utility.

The impact fees developed herein utilize the incremental cost method and therefore include future capital improvement projects and their applicable additions to system capacity. The Town has a CIP that provides a listing of individual projects and anticipated construction costs for the

10 fiscal years from FY 2025 through FY 2034. Like the rationale for excluding certain existing assets from recovery through impact fee, the CIP project costs included for capital recovery in the analysis consist of only those projects associated with system-wide upgrades or expansions. As such, projects related to general maintenance (i.e., renewal and replacement of existing facilities) or localized facilities that benefit only certain customers are excluded from recovery through the impact fee. The CIP and resulting identification of assumed growth-related projects (i.e., project costs recoverable from impact fee) are provided in **Exhibit 2**. The Exhibit also provides a summary allocation of the recoverable costs between the treatment and transmission components. The projected growth-related projects and capital costs included in the analysis are summarized in **Table 2.3**.

**Table 2.3: Summary of the CIP and Recoverable Capital Costs**

Description	Total CIP	Excluded Capital	Recoverable Capital
<i>Planned Water Facilities:</i>			
Treatment Facilities	\$ 12,851,100	\$ (7,080,880)	\$ 5,770,220
Transmission Facilities	4,524,760	(3,619,808)	904,952
Total	\$ 17,375,860	\$(10,700,688)	\$ 6,675,172

**Total Facilities – Combined Method**

The analysis developed herein for calculation of the Impact Fees proposes the combined method. As the name implies, the combined method includes the cost/value of both the existing facilities currently providing service, as well as the planned facilities required to perpetuate or expand service. This method assumes that the utility has capacity within the existing system sufficient to serve near-term growth but will require additional capacity to meet future growth needs.

Using this method, new customers pay an impact fee that reflects the value of both existing and planned capacity. The water system costs included for recovery are summarized in **Table 2.4**.



**Table 2.4: Recoverable Water Capital Costs**

Description	Existing Facilities	CIP	Combined
<i>Recoverable Water Facilities:</i>			
Treatment Facilities	\$ 3,423,192	\$ 5,770,220	\$ 9,193,412
Transmission Facilities	3,624,517	904,952	4,529,469
Total	\$ 7,047,709	\$ 6,675,172	\$ 13,722,881

### 2.6. Credit Component

To avoid overcharging new development for the water impact fee, a review of the capital financing program for water facilities was completed. The purpose of this review is to determine any potential revenue credits generated by new development that could be used for capital facilities, land, and vehicle/equipment expansion. Revenue credits are used to reduce the total cost, so that new development is not overcharged for its capital revenue contributions used to expand the water facilities infrastructure.

The Town is currently debt-free and does not anticipate incurring any debt during the projection period related to the water utility system. As a result, a debt service credit is not applicable.

### 2.7. System Capacity

As previously addressed, the purpose of the impact fees is to have new customers pay their proportionate share of system capacity. This concept implies that the fee is based on a unit cost of capacity. To apply a fee based on the unit cost of capacity, it is necessary to identify the capacities of the facilities for which cost recovery is assigned. As such, the methodology applied herein relies upon identifying the water treatment capacities as well as estimating the capacities of the major transmission facilities. Due to the regulatory and design requirements for water treatment plants, the capacity of treatment facilities is typically well documented. However, the volumetric capacity of the major transmission facilities is often difficult to determine. For this reason, in performing an analysis of this nature, the assumed capacity of the transmission facilities is commonly based on a factor of the associated treatment capacities. In developing the estimated amount of capacity for each respective category, the analysis relies on information provided by the Town, as well as assumptions based on industry standards.

#### **Water Treatment**

The Town owns and operates two water treatment plants (WTP). WTP #1 (Montverde Well #2) has a water treatment capacity of 612,000 gallons per day. WTP #2 (Montverde Well #3) provides a water treatment capacity of 1,163,000 gallons per day. The Town has a total treatment capacity of 1.775 million gallons per day (MGD).

In accordance with industry standards, the flow capacity is provided in terms of the maximum daily flow. However, the development and application of impact fees are based on average flow requirements. As such, it is necessary to convert the maximum daily flow (MDF) capacity to an estimated average daily flow (ADF) capacity. In accordance with industry standards and discussions with staff, it is assumed herein that the rated MDF is approximately 1.75 times the available capacity on an ADF basis. Applying this factor to the rated capacity for the water treatment facilities results in an average daily flow capacity of 1.014 MGD. An additional adjustment is made for the assumed amount of unaccounted-for water (i.e., system flushing and backwashing, testing, line loss). The unaccounted-for water reduces the amount of capacity available to existing and future customers. Based on discussions with staff, the analysis performed herein assumes an average loss of 15.0% to adjust for the unaccounted-for water flows. This adjustment results in an estimated average daily treatment plant capacity of 0.862 MGD (see **Exhibit 3**). The average daily flow numbers are only for the purpose of calculating the cost per gallon of capacity and are not an indication of the actual need for water supply to meet existing or future demand.

### ***Water Transmission***

As previously addressed, the capacity of major transmission facilities can be difficult to determine and quantify. Such transmission capacity estimates are oftentimes not even developed in engineering documents such as master plans or Consulting Engineer's Reports. Based on discussions with staff, it is assumed that the existing transmission facilities can provide water flow at least equal to 1.00 times the projected max-day treatment capacity, resulting in 1.775 MGD. As with the methodology utilized for water treatment, a 15.0% loss adjustment is made to the transmission facilities resulting in an estimated transmission capacity of 1.509 MGD (see **Exhibit 3**).

### **2.8. Development of Impact Fees**

The methodology utilized herein for developing the water impact fee relies upon the cost of major system facilities as well system capacities to calculate an estimated cost per unit (gallon) of capacity. Based on this methodology, it is estimated that the water facility costs are \$13.67 per gallon of water capacity (combined treatment and transmission). The calculated costs per gallon of capacity are summarized in **Table 2.5**.



**Table 2.5: Cost Per Gallon of Water Capacity**

Description	Cost Per Gallon of Capacity
<i>Net Recoverable Facilities:</i>	
Treatment Facilities	\$ 9,193,412
Transmission Facilities	4,529,469
Total	\$ 13,722,881
<i>Estimated Capacity (MGD):</i>	
Treatment Facilities	0.86
Transmission Facilities	1.51
<i>Cost Per Gallon:</i>	
Treatment Facilities	\$ 10.67
Transmission Facilities	3.00
Total	\$ 13.67

In developing the water impact fee, the unit costs per gallon of capacity are applied to a common Level of Service (LOS) standard to establish the applicable fee per Equivalent Residential Unit (ERU). For purposes of applying the LOS, an ERU is representative of a single-family residential dwelling unit receiving water service from a 3/4-inch to 1-inch metered connection. In accordance with the Town’s previous study and discussions with Town staff, the Town’s level of service requirement for a single-family residential customer is based on 450 gallons of capacity per day per ERU. As such, for the analysis developed herein, it is assumed that 1 ERU requires a standard level of service of 450 gpd of water system capacity.

Applying the average day LOS amounts to the estimated unit costs per gallon of capacity results in the proposed/calculated water impact fee of \$6,150, as rounded down, for a typical single-family residential connection (i.e., per ERU). The development of the water impact fee is detailed in **Exhibit 3**. A summary of the proposed/calculated water impact fee for a new residential connection is provided in **Table 2.6**.

**Table 2.6: Calculation of Fee Per Equivalent Residential Unit (ERU)**

Description	Fee per ERU
<i>Cost Per Gallon:</i>	
Treatment Facilities	\$ 10.67
Transmission Facilities	3.00
Combined Cost	\$ 13.67
<i>Assumed Standard Level of Service Per ERU (GPD of Capacity)</i>	
	450
<i>Proposed Fee Per ERU (Rounded):</i>	
Treatment Facilities	\$ 4,800
Transmission Facilities	1,350
Combined Cost	\$ 6,150

### 2.9. Application of Impact Fees

For developing impact fees, the average daily flow number is established as one ERU. An ERU provides a standard unit of measure such that fees for connections with larger than average demand requirements can be calculated on an equivalency basis. As previously addressed, one ERU is equal to the average flow capacity for a single-family dwelling unit with a standard 3/4-inch or 1-inch water meter. New connections with larger water meters have the potential of placing more demand on the system (i.e., require more capacity) and are assessed ERU factors accordingly. The proposed methodology for increasing the Impact Fees for larger connection sizes is based on standardized demand criteria established by the American Water Works Association (AWWA) pursuant to the size of the water meter. Utilizing the AWWA demand criteria, the applicable ERU factors for larger water meters are based on the incremental increase in potential demand as compared to the standard meter size.

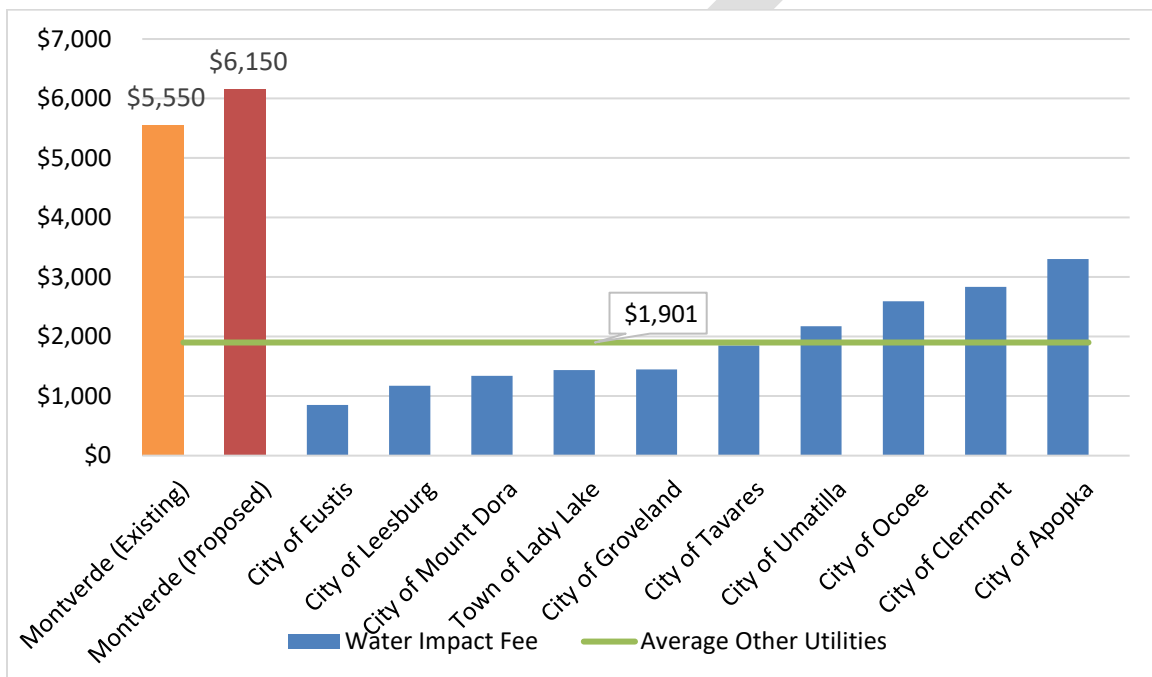
In situations where the application of the meter-based fees will result in the collection of fees significantly different than the potential demand requirement of a new customer requesting service, a special calculation methodology may be applied by the Town. For such situations, it is important for the utility to have the flexibility to utilize an ERU methodology for individual accounts based on specific capacity requirements. This alternative methodology is to apply the calculated unit costs per gallon of capacity as provided in times the capacity requirement for the customer. This type of situation will be uncommon and will typically only involve larger commercial and institutional connections. It is anticipated that, in such situations, the Town will require certified engineering documentation defining the capacity utilization needs for the new customer.

### 2.10. Comparison With Neighboring Utilities

To provide the Town with additional insight regarding the development and application of the impact fee, a comparison is included to show the level of such fees as imposed by several other

utility systems in Florida, including neighboring governments. The comparison shows the capacity-related fees for a new residential water connection that receives service (from the subject utility or other local provider) through a standard residential-sized water meter (representative of 1 ERU) calculated under the existing and proposed fees of the Town, and those of the other utility systems. A comparison of the Town’s proposed impact fee to those currently in place for various other Florida utility systems is included in **Exhibit 4** as summarized on **Figure 2.7** on the following page.

**Figure 2.7: Water Impact Fee Comparison**



### 2.11. General Assumptions and Considerations

In the preparation of this Report, certain information has been used and relied upon that was provided to Willdan by other entities. Such information includes, but is not limited to, audited financial statements, annual operating budgets, capital information, asset listings, cost data, system capacities, and other information provided during the study. While the sources and applicable information are believed to be reliable, no independent verification of the information has been made and no assurances are offered with respect to the accuracy of the applicable information. To the extent that information used to develop the assumptions applied in the Report differs from actual results, the analyses developed herein could be impacted accordingly.



## Section 3 - Implementation

### 3.1. Impact Fee Update Process

The Town imposes impact fees under authority granted by the Florida Impact Fee Act (the Act), contained in Section 163.31801 of the Florida Statutes. The analysis contained in the preceding chapters of this report meets the requirements of the Act for imposition of impact fees.

Key portions of Section 163.31801 are reproduced below:

- (4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:
  - (a) Ensure that the calculation of the impact fee is based on the most recent and localized data.
  - (b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.
  - (c) Limit administrative charges for the collection of impact fees to actual costs.
  - (d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.
  - (e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
  - (f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.
  - (g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.
  - (h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.
  - (i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the

increased impact generated by the new residential or nonresidential construction.

- (6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.
- (a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.
  - (b) ***An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.***
  - (c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.
  - (d) An impact fee increase may not exceed 50 percent of the current impact fee rate.
  - (e) An impact fee may not be increased more than once every 4 years.
  - (f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.
  - (g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:
    - 1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.
    - 2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).
    - 3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

163.31801(8) also states:

A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its

executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

### 3.2. Impact Fee Adoption

As identified in **Section 2**, the maximum justifiable impact fee is shown in Table 3.1 below:

**Table 3.1: Maximum Water Impact Fee Per ERU**

Description	Existing	Proposed	Difference	
			Amount (\$)	Percent (%)
Per Equivalent Residential Unit ( ERU) \$	5,550.12	\$ 6,150.00	\$ 599.88	10.8%
Per Gallon	\$ 12.33	\$ 13.67	\$ 1.34	10.8%

Per the Impact Fee Act, Section 163.31801 (6)(b) *“An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.”* Based on the Statute, the Water Impact Fees would be increased as shown below in **Table 3.2**.

**Table 3.2: Water Impact Fee Implementation Schedule**

Description	Existing	Year 1	Year 2
Per Equivalent Residential Unit ( ERU) \$	5,550.12	\$ 5,850.06	\$ 6,150.00
Per Gallon	\$ 12.33	\$ 13.00	\$ 13.67

### 3.3. Programming Revenues and Projects with the CIP

The Town maintains a multi-year Capital Improvement Program (CIP) to plan for future infrastructure needs. The CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The Town may decide to alter the scope of the planned projects or to substitute new projects as long as those new projects continue to represent an expansion of the Town’s facilities. If the total cost of facilities varies from the total cost used as a basis for the fees, the Town should consider revising the fees accordingly.



## Section 4 - Conclusions

This study has found a need for the Town to continue to impose a water impact fee as a mechanism for recovering the capital costs associated with system growth and expansion. Based on the reviews, analyses and assumptions provided herein, it is concluded that:

1. The application of impact fees for new system connections is common for public utility systems in Florida. As growth continues to impact the region, and as state and federal funding programs are reduced or eliminated, it is prudent management practice to adopt mechanisms to recover capital costs incurred by the utility for making service available to future customers.
2. Through the Act, contained in Section 163.31801 of the Florida Statutes, the Florida legislature has found that it is prudent to require new customers to bear a portion of the costs of current capacity and future expansions their presence will demand. It should be noted that Willdan is not attempting to issue a legal opinion regarding the Act, or any court proceedings leading to the enactment of the Act. Any questions regarding the legal consideration provided herein should be directed to the Town's legal counsel.
3. The impact fee developed herein is equitable and provides for reasonable recovery of the capital costs associated with providing water service to new customers.
4. The impact fee developed herein is calculated in accordance with the requirements of the Act and utilizes methodologies that are consistent with industry standards.
5. The calculated impact fee is based on the current capital improvement plan adopted by the Town. The combined methodology (buy-in and incremental cost) is common for public utility systems in Florida and is consistent with common industry standards.
6. The water LOS standards proposed herein for establishing an ERU basis are based on the Town's existing planning methodology.
7. The Town currently imposes connection fees and other related operational charges for new customer connections. Since these other charges are intended to recover operating costs for providing incident-specific services, the impact fee developed herein will have no impact on the level or application methodology for these other connection-related fees.

## Section 5 - Recommendations

Based on the reviews, analyses and assumptions discussed herein, as well as the resulting conclusions provided above, it is respectfully recommended that the Town:

1. Adopt the calculated impact fee and application methodology as developed in this Report, or other such impact fee amounts as determined appropriate by the Town but not to exceed the fee amounts calculated herein.
2. Set an effective date for collection of the updated water impact fees a minimum of 90 days from adoption. This is to allow for a “grace period” for potential in-progress development. Based on the Impact Fee Act, the Water Impact Fees would be phased-in over a two-year period as shown in **Table 3.2**.

***(Note: based on the Statute, the fee update can be implemented in a single adjustment based on a Need Study, a minimum of two public workshops dedicated to the extraordinary circumstances, and the impact fee increase ordinance approved by at least a two-thirds vote of the governing body.)***

3. Readdress the impact fee study at least within the next 5 years, or at such times as future capital budgets are developed and additional capital costs are incurred that may result in material adjustments to the impact fee as adopted.

**Exhibit 1: Existing Capital Costs Recoverable From Water Impact Fees**

Line	Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
<b>Water Assets by Category:</b>					
1	Land	\$ 300,963	\$ 300,963	\$ 0	\$ 300,963
2	Treatment Plant	1,157,358	3,837,054	(745,543)	3,091,511
3	Lines	1,253,322	3,420,312	(540,847)	2,879,465
4	Tanks	7,128	11,619	(6,647)	4,972
5	Meters	376,391	843,891	(131,646)	712,245
6	Hydrants	12,465	33,558	(5,723)	27,835
7	Vehicles	42,519	42,519	(11,801)	30,718
8	<b>Total</b>	<b>\$ 3,150,146</b>	<b>\$ 8,489,916</b>	<b>\$ (1,442,207)</b>	<b>\$ 7,047,709</b>
<b>Recoverable Allocation - Water (%):</b>					
9	Land				<b>100%</b>
10	Treatment Plant				<b>100%</b>
11	Lines				<b>100%</b>
12	Tanks				<b>100%</b>
13	Meters				<b>100%</b>
14	Hydrants				<b>100%</b>
15	Vehicles				<b>100%</b>
<b>System Allocation - Water (\$):</b>					
16	Land		\$ 300,963		\$ 300,963
17	Treatment Plant		3,837,054		3,091,511
18	Lines		3,420,312		2,879,465
19	Tanks		11,619		4,972
20	Meters		843,891		712,245
21	Hydrants		33,558		27,835
22	Vehicles		42,519		30,718
23	<b>Total</b>		<b>\$ 8,489,916</b>		<b>\$ 7,047,709</b>
<b>COMPONENT ALLOCATION</b>					
<b>Total Recoverable Water Facilities:</b>					
24	Treatment Facilities			48.14%	\$ 3,392,474
25	Transmission Facilities			51.86%	3,655,235
26	<b>Total</b>			<b>100.00%</b>	<b>\$ 7,047,709</b>



**Exhibit 2: Allocation of Water Capital Improvement Program**

Line	Description	Total	Percentage Allocation <sup>(1)</sup>			Allocation Amount		
			Expand/Upgrade	R&R	Grant	Expand/Upgrade	R&R	Grant
<b>Water Capital Projects</b>								
1	Municipal Water System Phase IA	\$ 788,100	20.00%	0.00%	80.00%	\$ 157,620	\$ 0	\$ 630,480
2	Municipal Water System Phase IB	3,956,260	20.00%	0.00%	80.00%	791,252	0	3,165,008
3	Municipal Water System Phase II	568,500	20.00%	0.00%	80.00%	113,700	0	454,800
4	Municipal Water System Phase IIC	743,400	20.00%	0.00%	80.00%	148,680	0	594,720
5	Municipal Water System Phase III	7,319,600	20.00%	0.00%	80.00%	1,463,920	0	5,855,680
6	Alternative Water	4,000,000	100.00%	0.00%	0.00%	4,000,000	0	0
7	<b>Total - Capital Projects</b>	<b>\$ 17,375,860</b>				<b>\$ 6,675,172</b>	<b>\$ 0</b>	<b>\$ 10,700,688</b>
<b>Allocation of Capital Projects</b>								
<b>Water:</b>								
8	Treatment Projects	\$ 12,851,100				\$ 5,770,220	\$ 0	\$ 7,080,880
9	Transmission Projects	4,524,760				904,952	0	3,619,808
10	<b>Total Water</b>	<b>\$ 17,375,860</b>				<b>\$ 6,675,172</b>	<b>\$ 0</b>	<b>\$ 10,700,688</b>

**Notes:**

(1) The capital costs are allocated in order to determine the costs that are recoverable from a capacity-related fee. The costs allocated as expansion and/or upgrade projects are assumed to be recoverable from such fees. All other capital costs are assumed to either be maintenance-related (R&R) projects or localized projects that do not provide system-wide capacity benefits.

**Exhibit 3: Calculation of Water Impact Fee Per ERU**

Line	Description	Total
<b>Recoverable Capital Facilities</b>		
<i>Existing Facilities:</i> <sup>1</sup>		
1	Treatment Facilities	\$ 3,423,192
2	Transmission Facilities	3,624,517
3	Subtotal	\$ 7,047,709
<i>Less Debt Service Principal:</i> <sup>2</sup>		
4	Treatment Facilities	\$ 0
5	Transmission Facilities	0
6	Subtotal	\$ 0
<i>Net Recoverable Existing Facilities:</i>		
7	Treatment Facilities	\$ 3,423,192
8	Transmission Facilities	3,624,517
9	Total	\$ 7,047,709
<i>Capital Improvement Program:</i>		
10	Treatment Facilities	\$ 12,851,100
11	Transmission Facilities	4,524,760
12	Subtotal	\$ 17,375,860
<i>Less Grant Funding:</i> <sup>3</sup>		
13	Treatment Facilities	\$ (7,080,880)
14	Transmission Facilities	(3,619,808)
15	Subtotal	\$ (10,700,688)
<i>Net Recoverable CIP:</i>		
16	Treatment Facilities	\$ 5,770,220
17	Transmission Facilities	904,952
18	<b>Total</b>	<b>\$ 6,675,172</b>
<i>Net Capital Costs:</i>		
19	Treatment Facilities	\$ 9,193,412
20	Transmission Facilities	4,529,469
21	Net Recoverable Costs	\$ 13,722,881

**Exhibit 3: Calculation of Water Impact Fee Per ERU**

Line	Description	Total
<b>Available System Capacity (MGD)</b>		
<i>Treatment Capacity:</i>		
22	WTP No. 1 & 2 Design Capacity	1.775
23	Additional CIP Capacity	0.000
24	Total Treatment Capacity	1.775
<i>Average Day Capacity Adjustment:</i>		
25	Treatment Capacity Based on Max/Avg Day Factor <sup>4</sup>	1.75
26	Unaccounted-For Water Capacity Adjustment <sup>4</sup>	15.0%
27	Estimated Treatment Capacity	0.862
<i>Estimated Transmission System Capacity:</i>		
28	Total Treatment Capacity	1.775
29	Transmission-to-Treatment Capacity Factor <sup>5</sup>	1.00
30	Assumed Existing Transmission Capacity	1.775
31	Unaccounted-For Water Capacity Adjustment <sup>5</sup>	15.0%
32	Estimated Transmission Capacity	1.509
<b>Estimated Cost Per Gallon of Capacity</b>		
<i>Estimated Cost Per Gallon of Capacity:</i>		
33	Treatment (\$/Gallon)	\$ 10.67
34	Transmission (\$/Gallon)	3.00
35	Total Cost Per Gallon of Capacity	\$ 13.67
36	Assumed Standard Level of Service Per ERU (GPD of Capacity)	450



**Exhibit 3: Calculation of Water Impact Fee Per ERU**

Line	Description	Total
<b>Calculation of Fee Per ERU</b>		
<u>Calculation of Fee Per ERU:</u>		
37	Treatment Facilities	\$ 4,802
38	Transmission Facilities	1,350
39	Combined Cost	<u>\$ 6,152</u>
<u>Adjusted Fee - Treatment:</u>		
40	Calculated Fee Per ERU	\$ 4,802
41	Less Rounding Adjustment	(2)
42	Adjusted Fee	<u>\$ 4,800</u>
<u>Credit Adjusted Fee - Transmission:</u>		
43	Calculated Fee Per ERU	\$ 1,350
44	Less Rounding Adjustment	0
45	Adjusted Fee	<u>\$ 1,350</u>
<u>Proposed Fee Per ERU (Rounded):</u>		
46	Treatment Facilities	\$ 4,800
47	Transmission Facilities	1,350
48	Combined Cost	<u>\$ 6,150</u>
49	<sup>1</sup> See <b>Exhibit1</b> for the development of existing asset costs identified for capital recovery.	
50	<sup>2</sup> In an effort to account for the facility costs that may be recovered from user rates as part of the normal budgetary process, a debt service credit is applied to the applicable fee calculation. As discussed in this Report, the Town does not have any outstanding water system debt.	
51	<sup>3</sup> This adjustment is made in accordance with the Florida Impact Fee Act, contained in Section 163.31801 of the Florida Statutes.	
52	<sup>4</sup> The estimated average daily flow capacity assumes an MDF-to-ADF ratio of 1.75-times. An additional adjustment is made for assumed unaccounted-for water flows (e.g. line losses) in the system. Based on information provided by staff, this analysis assumes losses of 15.0%.	
53	<sup>5</sup> It is assumed that the existing transmission facilities are capable of providing average water flow at least equal to the permitted treatment capacity. In addition, similar to the methodology utilized for water treatment, an adjustment is made for unaccounted-for water. Based on information provided by staff, this analysis assumes losses of 15.0%.	
54	<sup>6</sup> The water impact fees are to be applied on an equivalent residential unit (ERU) basis such that 1 ERU is equal to the estimated capacity requirements for a typical single family residential connection with a 3/4-inch or 1-inch water meter. Based on the utility's existing planning methodology, it is assumed that 1 ERU requires a standard level of service of 450 gpd of water system capacity as identified as the Level of Service in the Town's previous water impact fee study.	

## Exhibit 4: Comparison With Other Utility Systems

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Line	Description	Water
<b><u>Town of Montverde:</u></b>		
1	Existing Fee Per ERU	\$ 5,550
2	Proposed Fee Per ERU	\$ 6,150
<b><u>Other Utilities - Existing Fees:</u></b>		
		(1)
3	City of Apopka	\$ 3,305
4	City of Clermont	\$ 2,836
5	City of Eustis	\$ 854
6	City of Groveland	\$ 1,450
7	City of Leesburg	\$ 1,175
8	City of Mount Dora	(2) \$ 1,340
9	City of Ocoee	\$ 2,592
10	City of Tavares	\$ 1,849
11	City of Umatilla	\$ 2,175
12	Town of Lady Lake	\$ 1,435
13	<b>Average of Other Utilities</b>	<b>\$ 1,901</b>

### Notes:

- (1) Developed from fee information made available by the other utilities included. This study has attempted to ensure that fees included for comparison are applicable to capital recovery fees consistent with the intent of the proposed fees developed herein. However, due to differences in terminology, fee structure and method of applying fees, such a direct comparison is often difficult to establish.
- (2) Assumes Inside City Impact/Connection Fee. Outside City fee is 25% greater.

## **COMP PLAN AMENDMENT CHANGE**



December 20, 2024

The Honorable Joe Wynkoop  
Mayor, Town of Montverde  
17404 Sixth Street,  
Montverde, Florida 34756

Dear Mayor Wynkoop,

FloridaCommerce has reviewed the Town of Montverde's ("Town") proposed comprehensive plan amendment (Amendment No. 24-01ESR), received on November 22, 2024, pursuant to the expedited state review process in section 163.3184(2) and (3), Florida Statutes (F.S.). FloridaCommerce has identified no comment related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

FloridaCommerce is, however, providing three technical assistance comments consistent with section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the Town's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comments are:

**Technical Assistance Comment [1]: Planning Horizon and Public Facilities**

The proposed Amendment 24-01ESR revises the planning period from 2030 to 2033. If it is the Town's intention to meet the requirements of section 163.3177(5)(a), F.S., the statute requires comprehensive plans to establish at least two (2) planning periods, one covering the first 10-year period occurring after the plan's adoption and one covering at least a 20-year period. The Town should update the proposed amendment to reflect this. The Town should support the updated planning period with relevant and appropriate data and analysis for each element of the Plan consistent with the requirements of section 163.3177(1)(f), F.S., that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government. The proposed amendment should be revised to be based upon relevant and appropriate data and analysis of updated permanent and seasonal population estimates and projections consistent with the requirements of section 163.3177(1)(f)3., and 163.3177(2), F.S. The proposed amendment should be revised to be based upon updated relevant and appropriate data and analysis of public facilities (potable water, sanitary sewer, solid waste, stormwater, and transportation facilities) for the proposed planning period. The proposed amendment should be revised to be based upon updated relevant and appropriate data and analysis for the Future Land Use Element consistent with the requirements of section 163.3177(6)(a)2., F.S., for the proposed planning period. The proposed amendment should be revised to be based upon updated relevant and appropriate data and analysis for the Housing Element consistent with the requirements of section 163.3177(6)(f)2., F.S., for the proposed planning period.

**Technical Assistance Comment [2]: Meaningful and Predictable References**

Proposed Policies 1-2.2.10, 1-3.9.2, 4-1.14.1, 4-2.3.2, 4-2.3.4, 4-2.4.1, 5-1.2.6, 6-1.3.2, 8-1.1.3, and other policies with similar language of references to documents such as Land Development Codes, Schedule of Capital Improvements, etc. are not meaningful and predictable pursuant to section 163.3177(1)(b) of the Florida Statutes. This section states that adoption by reference must identify the title and author of the document and indicate clearly what provisions and edition of the document is being referred. Prior to adoption, the amendment should be revised to include the identification of the title and author of the document and indicate clearly what provisions and edition of the document are being adopted.

**Technical Assistance Comment [3]: Consistency with Statute 163.3177(6)(a)4, F.S.**

The proposed changes to Policy 3-1.1.1 amends the policy to require the Town to allocate sufficient land uses for residential purposes on the Future Land Use Map to meet housing demands anticipated to year 2033. The proposed changes should more clearly demonstrate consistency with requirements of section 163.3177(6)(a)4, F.S., and be meaningful and predictable pursuant to section 163.3177(1), F.S.

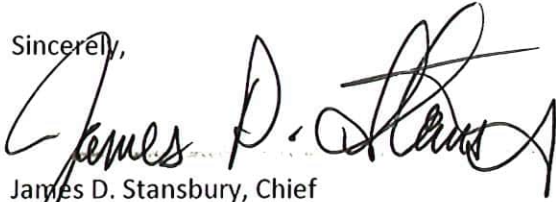
The Town should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for adoption and transmittal of the comprehensive plan amendment are enclosed. In addition, the Town is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Town. **If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.



If you have any questions concerning this review, please contact Avian Williams, Planning Analyst, at (850)-717-8504 or via email at [Avian.Williams@Commerce.fl.gov](mailto:Avian.Williams@Commerce.fl.gov).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/aw

Enclosure(s): Procedures for Adoption

cc: April Fisher, AICP, Senior Planner, Parks Consulting Services  
John Patterson, AICP, East Central Florida Regional Planning Council



**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS**

**FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package.

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted.

\_\_\_\_\_ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

\_\_\_\_\_ Ordinance number and adoption date.

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact.

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

\_\_\_\_\_ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

\_\_\_\_\_ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance, and which provided the basis of the adoption or determination not to adopt the proposed amendment.

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

## **DISCUSSION OF ACCESSORY BUILDING SETBACKS**



**Sec. 10-51. R1L—Single-family low density district.**

- (a) *Description of district.* The R1L zoning district is intended for single-family residence to preserve and enhance low density neighborhood values.
- (b) *Permitted uses.* The following are permitted uses in the R1L zoning district:
  - (1) Single-family dwelling units having a minimum living area of 1,100 square feet for one or two bedroom residences and 1,250 square feet for three or more bedroom residences, exclusive of garages, carports, and screened areas.
  - (2) Family day care homes.
  - (3) Community residential homes with six or fewer residents.
  - (4) Buildings, structures or uses maintained or operated by the town.
  - (5) Home occupations conducted within single-family dwelling units and operated in accordance with this chapter.
  - (6) Field crops, groves, and other agricultural uses not involving retail sales.
  - (7) Accessory buildings customarily used in connection with each permitted use.
- (c) *Conditional uses.* The following structures, buildings and uses shall be permitted only with a conditional use permit approved by the town council:
  - (1) Houses of worship.
  - (2) Public or semi-public facilities or structures owned or operated by the town, county, the state or the federal government.
  - (3) Utility facilities, including electric transformers, gas regulator stations, telephone switching equipment, gas pipelines, transmission lines and poles.
  - (4) Boathouses without living quarters.
  - (5) Cemeteries.
  - (6) Uses which, as determined after consideration by the planning and zoning board and approval of the town council, will not have a more adverse affect upon the public health, safety, and welfare than other permitted or conditional uses in the zoning district.
- (d) *Prohibited uses.* Any use not listed as a permitted or conditional use as outlined in subsections (b) and (c) of this section is considered a prohibited use.
- (e) *Site development standards.* The following schedule reflects the site development standards of the R1L single family zoning district:

Minimum lot size for buildings	21,780 square feet
Minimum lot width at building	100 feet
Minimum street frontage	60 feet
Maximum lot coverage	50%
Front yard minimum building setbacks	25 feet
Front yard adjacent to SR 455, minimum building setbacks	35 feet
Side yard minimum building setbacks	7½ feet
Side yard (corner lot)	25 feet
Rear yard minimum building setbacks	25 feet
Maximum building height	Two stories or 35 feet
Parking, residential	Minimum of two off-street spaces
Parking, other uses	See chapter 4 Design Standards
Landscaping and buffers	See chapter 4 Design Standards
Signs	See chapter 4 Design Standards
Access	See chapter 4 Design Standards

**Exceptions.** The following exception shall apply to site development standards for this zoning district for residential uses only:

The minimum rear yard setback for a roofed screen enclosure or "screened patio or porch with metal roof" is 15 feet. A roofed screen enclosure or "screened patio or porch with metal roof" must be attached to the dwelling structure and contain a metal roof and be fully screened. The roofed screen enclosure or "screened patio or porch with metal roof" can contain an aluminum or other metal kick plate that is no more than 18 inches in height or must be completely screened to the ground. The roofed screen enclosure or "screened patio or porch with metal roof" is prohibited from ever being enclosed with any material other than screen, or utilized in any manner as living quarters.

(Ord. No. 2003-01, § 4.6.3, 3-11-2003; Ord. No. 2016-07, §§ 2, 5, 4-12-2016)

**APPROVAL OF UPDATED LIST OF CONTRACTORS AND  
VENDORS**





# STAFF REPORT

**TO:** Honorable Mayor and Town Council  
**FROM:** Paul Larino  
**DATE:** 02/06/2024  
**SUBJECT:** Library Contractor / Vendor Approval

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## **REQUESTED ACTION / RECOMMENDATION:**

In accordance with the town's purchasing policy for project expenditures, I request the council approve the updated list of contractors/suppliers to provide services related to the construction of the library with up to a twenty percent contingency:

## **BACKGROUND INFORMATION:**

The town council approved the construction of the new library as a part of the 2025 FY budget. The request is to follow the town council's purchasing policies.

## **FISCAL IMPACTS:**

The FY 2025 Grant Funded Capital Project Budget of 2.4 million.

**LIBRARY CONSTRUCTION**

Contractor/Vendor	Bid #	Division	Description	Contract Amount	Amount Paid to date	Remaining Obligation
Crest Concrete	2024-02	3	Concrete - Labor Only	\$20,581.00	\$28,264.30	-\$7,683.30
Crest Concrete			Concrete - Additional Services	\$1,400.00		\$1,400.00
R&R Construction	2024-03	4	Masonry Block - Labor Only	\$28,969.14	\$28,969.14	\$0.00
Rodriguez Carpentry	2024-10	9	Finishes - Framing	\$122,595.00	\$110,334.50	\$12,260.50
Rodriguez Carpentry			Framing - Extra			
Rodriguez Carpentry	2024-07		Exterior siding	\$20,500.00	\$19,475.00	\$1,025.00
Rodriguez Carpentry	2024-07		Stone	\$23,970.00	\$25,738.00	-\$1,768.00
Rodriguez Carpentry	2024-07		Patio Roof and post	\$6,400.00	\$6,185.00	\$215.00
Duncan Air	2024-05	23	Mechanical - HVAC	\$146,892.00	\$101,498.00	\$45,394.00
Oviedo Clermont Roofing	2024-		Roof	\$66,081.64	\$66,460.44	-\$378.80
Circle D	2024-04	22	Plumbing	\$20,900.00	\$16,069.00	\$4,831.00
Rozar Enterprises	2024-06	26	Electrical	\$125,145.00	\$109,596.00	\$15,549.00
Premium GM Services			Paintng	\$40,500.00	\$36,450.00	\$4,050.00
Premium GM Services			Drywall	\$57,000.00	\$51,300.00	\$5,700.00
Premium GM Services			Stucco	\$45,000.00	\$45,000.00	\$0.00
Premium GM Services			Tongue n Groove	\$16,000.00		\$16,000.00
Southern Foam Insulation			Insulation	\$79,865.00	\$76,385.00	\$3,480.00
Brant & Sons	2024-10	9	Finishes - Acoustical	\$21,530.00		\$21,530.00
Lakeshore Tree Servies			Remove trees, trim trees	\$2,000.00	\$2,000.00	\$0.00
Shelley's septic tank			Flagged tank	\$175.00	\$175.00	\$0.00
Landscape /Various				\$40,000.00		
Cottons Sod			Sod, Grass	\$60,000.00		
South Lake Loaders			Dirt movement, leveling	\$10,610.00	\$4,690.75	\$5,919.25
<b>Subtotal</b>				<b>\$956,113.78</b>	<b>\$728,590.13</b>	<b>\$127,523.65</b>
<b>Materials:</b>						
BFS			Ceiling Extension	\$5,189.80	\$5,189.80	\$0.00
BFS			Commercial Doors	\$82,181.00	\$5,672.00	\$76,509.00
BFS			Framing Materials	\$110,000.00	\$110,000.00	\$0.00
BFS			Plywood	\$22,145.61	\$22,145.61	\$0.00
BFS			Siding and trim	\$12,344.79	\$12,344.79	\$0.00
BFS			Trusses	\$31,837.00	\$31,837.00	\$0.00
BFS			Window Impact	\$117,105.66	\$111,000.00	\$6,105.66
Big E Environmental				\$850.00	\$850.00	\$0.00
Big Sky Roofing			Install white alum and soffit	\$7,920.00	\$7,920.00	\$0.00
Carpet Tile Depot			Carpeting and tile	\$36,011.10	\$36,011.10	\$0.00
City Electric			Electrical Supplies	\$116,155.00	\$25,147.83	\$91,007.17
Duke Energy			Transformer	\$7,951.34	\$7,951.34	\$0.00
Fireplace & Gas Services			Fireplace	\$3,144.99	\$3,144.99	\$0.00
Lowe's			Supplies	\$3,268.10	\$3,268.10	\$0.00
Master Construction Products			Concrete Block	\$37,748.78	\$37,748.78	\$0.00
Mid Florida Roofing			Metal Roof materials	\$52,718.36	\$51,220.53	\$1,497.83
Old Castle Infrastructure			Duke Large 3 phase transformer pad and freight	\$1,400.00	\$1,400.00	\$0.00
Preferred Materials			Concrete	\$38,080.72	\$40,069.22	-\$1,988.50
Sherwin Williams			Paint	\$958.53	\$958.53	\$0.00
Smokey Valley Stone			Stone	\$61,625.38	\$61,625.38	\$0.00
Superior Fence & Rail			Fence	\$6,325.00	\$6,325.00	\$0.00
United Rentals			Forklift	\$18,767.20	\$18,767.20	\$0.00
United Rentals			Scissor Lift	\$4,868.46	\$4,868.46	\$0.00
Web Resource			Inground Mount +Shipping	\$6,627.77	\$6,627.77	\$0.00
Misc.Furnishings			Interior	\$60,000.00		
DEMCO			Furnishings	\$140,000.00		
<b>Subtotal</b>				<b>\$985,224.59</b>	<b>\$612,093.43</b>	<b>\$173,131.16</b>

Contractor/Vendor	Bid #	Division	Description	Contract Amount	Amount Paid to date	Remaining Obligation
<b>Architect/construction management</b>						
GatorSkitch				\$130,910.00	\$120,141.28	\$10,768.72
John Arellano			Payroll, FICA, Bus cards, cell phone	\$36,975.00	\$37,029.95	\$0.00
AD Morgan				\$9,000.00	\$9,000.00	\$0.00
Verizon				\$498.99	\$498.99	\$0.00
CESCO			boundary and plats	\$23,103.85	\$23,103.85	\$0.00
<b>Subtotal</b>				<b>\$200,487.84</b>	<b>\$189,774.07</b>	<b>\$0.00</b>
<b>Running Total</b>				<b>\$2,141,826.21</b>	<b>\$1,530,457.63</b>	<b>\$300,654.81</b>



## **PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS**

**RESOLUTION NO. 2025-155**

**RESOLUTION NO. 2025-155**

**A RESOLUTION OF TOWN OF MONTVERDE, FLORIDA, APPROVING THE CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT FOR WW 351330 WHICH PROVIDES FOR 100% LOAN FORGIVENESS IN THE AMOUNT OF \$19,823,318; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE LOAN AGREEMENT; DIRECTING THE TOWN MANAGER TO CARRY OUT THE TERMS OF THE LOAN AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE**

**WHEREAS**, the Town Council of the Town of Montverde is authorized pursuant to s.166.111, Florida Statutes to enter into loan agreements from time to time to finance the undertaking of permitted capital projects and may pledge the funds of the Town for the payment of debt; and

**WHEREAS**, the State Revolving Fund loan priority list designated Project No. WW351330 as eligible for available funding; and

**WHEREAS**, the Town Council authorized the submitting of an application for funds in the amount of \$19,823,318.00 from the State Revolving Fund program; and

**WHEREAS**, the Town Council of the Town of Montverde, Florida finds that the Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement WW351330 is beneficial to the Town of Montverde, its residents and its businesses; and

**WHEREAS**, the Town Council of the Town of Montverde, Florida desires to approve the Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement WW351330 between the State of Florida Department of Environmental Protection and the Town of Montverde

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, AS FOLLOWS:**

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement WW351330 between the State of Florida Department of Environmental Protection and the Town of Montverde, Florida, a copy of which is attached hereto, is approved.

SECTION III. The Town Manager is authorized to represent the Town in carrying out the Town's responsibilities under the loan agreement. The Town Manager is authorized to delegate responsibility to appropriate Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION IV. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION V. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.



SECTION VI. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at a meeting of the Town Council of the Town of Montverde this \_\_\_\_ day of January, 2025.

\_\_\_\_\_  
Mayor Joe Wynkoop

Attest

\_\_\_\_\_  
Sandy Johnson, Town Clerk

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, Town Attorney

Council Member \_\_\_\_\_ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member \_\_\_\_\_ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Vice Mayor Carol Womack		
Councilmember Allan Hartle		
Councilmember Jim Ley		
Councilmember Joe Morganelli		
Mayor Joe Wynkoop		

Good Morning,

Please see answers to questions from your initial email dated 01/15/2025.

Loan agreement number starts with WW. Is that standard for agreements funding primarily stormwater improvements? If so, that's probably OK.

Answer: WW is o.k. SW does not need to be indicated.

2. First paragraph under RECITALS: Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of **wastewater** pollution control facilities

Answer: Stormwater management systems added to RECITALS.

3. Paragraph 1.01 (15) "Planning Activities" shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of **wastewater transmission, collection, reuse, and treatment** facilities.

Answer: this does not need to state stormwater. Stormwater System definition is added as #19.

4. Paragraph 1.01 (17) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design and construct the Supplemental Appropriation for Hurricanes Fiona and Ian **Wastewater** Project.

Answer: Stormwater included in project name.

5. Paragraph 1.01 (18) "**Sewer** System" shall mean all facilities owned by the Local Government for **collection, transmission, treatment and reuse of wastewater and its residuals**.

Answer: Stormwater does not need to be included in sewer system since adding #19 which is the definition of Stormwater System.

6. Paragraph 1.01 (19) "Utility System" shall mean all devices and facilities of the **Sewer** System owned by the Local Government.

Answer: Stormwater included in definition.

7. First Paragraph under 8.12: The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, **requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan** or certify that it has developed and implemented such a plan.

Answer: this language is standard language and may not be modified.

I will be sending in a separate email the official offer email with the revised original agreement including stormwater language immediately after this email.

Also, the special condition section 10.08 has been removed since the executed advance payment letter and form was provided on 01/09/2025.

Thank you,

**Damian Amuso**

Government Operations Consultant I

State Revolving Fund Management

Division of Water Restoration Assistance

State Revolving Fun



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**TOWN OF MONTVERDE, FLORIDA**

**CLEAN WATER STATE REVOLVING FUND  
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT  
WW351330**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN  
AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND  
PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT  
WW351330**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF MONTVERDE, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of wastewater pollution control facilities **and stormwater management systems**; and

Executive Order No. 22-218 and 22-229 declared a state of emergency in Florida due to Hurricane Ian which made landfall on September 28, 2022 and the Department adopted Emergency Final Order OGC No. 22-2686 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricane Ian.

**AGREEMENT**

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

(1) “Agreement” or “Loan Agreement” shall mean this planning, design and construction loan agreement.

(2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(9) “Fiscal Sustainability Plan” shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(10) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) “Loan Application” shall mean the completed form which provides all information required to support obtaining planning, design and construction loan financial assistance.

(13) “Local Governmental Entity” means a county, municipality, or special district.

(14) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) “Planning Activities” shall mean the planning or administrative work necessary for the Local Government to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(16) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(17) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design and construct the Supplemental Appropriation for Hurricanes Fiona and Ian Wastewater and **Stormwater** Project.

(18) “Sewer System” shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(19) “**Stormwater System**” shall mean all devices and facilities owned by the Local Government for the collection, transmission, detention, retention, treatment, and management of stormwater.

(20) “Utility System” shall mean all devices and facilities of the Sewer System and **Stormwater System** owned by the Local Government.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection



with the Local Government's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted.

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) RESERVED.

## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties.

## 2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
ST-03D10924-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$19,823,318	140131

(2) Audits.

(a) In the event that the Local Government expends \$1,000,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512

(c) If the Local Government expends less than \$1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than \$1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

- (i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- (ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

- (iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

- (4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.



(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

#### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

#### 4.08. DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made directly to the Local Government only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. In addition to the invoices for costs incurred, proof of payment will be required with the following disbursement request.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred planning, design, and construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the planning, design or construction funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

#### 4.09. ADVANCE PAYMENT.

The Department may provide an advance to the Local Government, in accordance with Section 216.181(16)(b), Florida Statutes. Such advance will require written request from the Local Government, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Local Government must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Local Government shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Local Government shall be required to provide a written acknowledgement to the Department of the Local Government's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.



If advance payment is authorized, the Local Government shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

## ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department

elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if the Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to the Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

## 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.
- (2) By action or suit in equity, require the Local Government to account for all moneys received from the Department.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

## 6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII – RESERVED.

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. RESERVED.

### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.



#### 8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

#### 8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon

guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

#### 8.11. RESERVED.

#### 8.12. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan, that includes the following: An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

#### 8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and



maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

#### 8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors that are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

#### 8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

## 8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

## ARTICLE IX - CONTRACTS AND INSURANCE

### 9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (e) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (f) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.
- (g) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):



(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation.

(b) Current certifications for Minority and Women's Business Enterprises participating in the contract.

#### 9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

#### 9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

### ARTICLE X - DETAILS OF FINANCING

#### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$19,823,318. Of that, the estimated amount of Principal Forgiveness is \$19,823,318.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Planning Activities	280,318
Design Activities	2,100,000
Construction and Demolition	15,698,700
Contingencies	1,569,870
Technical Services After Bid Opening	174,430
SUBTOTAL (Disbursable Amount)	19,823,318
Less Principal Forgiveness	(19,823,318)
TOTAL (Loan Principal Amount)	0

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on February 14, 2024. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for July 15, 2025. Planning Activities must be approved by the Department before reimbursement for Design Activities.

(3) Initial submittal of Design Activities is scheduled for May 15, 2026. Design Activities must be approved by the Department before reimbursement for Construction.

(4) A clear site title certification shall be submitted no later than May 15, 2026.

(5) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than May 15, 2026.

(6) Completion of Project construction is scheduled for May 15, 2028.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW351330 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**TOWN OF MONTVERDE**

\_\_\_\_\_

Town Manager

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

\_\_\_\_\_

Town Clerk

\_\_\_\_\_

Town Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_

Secretary or Designee

\_\_\_\_\_

Date

**RESOLUTION NO. 2025-157**

**RESOLUTION 2025-157**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING TASK ORDER PROPOSAL DATED JANUARY 8, 2025 BETWEEN THE TOWN OF MONTVERDE AND WOODARD & CURRAN, INC. FOR DEVELOPMENT OF A STORMWATER FACILITIES PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Montverde issued RFQ 21-02 for the purposes of selecting an engineering firm for engineering and design services for potable water utility, and such other services as requested by the Town; and

**WHEREAS**, the Town selected Woodard & Curran, Inc and entered into a Consultant Services Agreement which provides for the issuance of Task Orders; and

**WHEREAS**, the parties desire to enter into Task Order Proposal dated January 8, 2025 for development of a Stormwater Facilities plan to identify projects that reduce flood risk by reducing stormwater runoff, and to demonstrate the eligibility of these projects to be funded using the \$19.8 Special Appropriation for Hurricanes Fiona and Ian (SAHFI) Grant awarded to the Town in February 2024; and

**WHEREAS**, the Task Order sets forth the terms and conditions under which Woodard & Curran, Inc. will provide services relating to development of a stormwater facilities plan for the Town of Montverde; and

**WHEREAS**, the Town Council finds it beneficial to the Town of Montverde, its residents and businesses to approve the task order with the terms and conditions outlined therein; and

**WHEREAS**, has home rule authority to take any action in the furtherance of the interest of the Town that is not in conflict with general law, and taking action authorized in this resolution is not in conflict.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, LAKE COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. Task Order Proposal for Stormwater Facilities Plan (SAHFI) dated January 8, 2025 between the Town of Montverde and Woodard & Curran, Inc., a copy of which is attached hereto, is approved.

Section 2. The Council authorizes the Town Manager to execute the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Montverde, Florida.



PASSED AND RESOLVED at a meeting of the Town Council of the Town of Montverde, Florida this \_\_\_ day of January, 2025.

\_\_\_\_\_  
Joe Wynkoop, Mayor

Attest:

\_\_\_\_\_  
Sandy Johnson, Town Clerk

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, Town Attorney

First Reading \_\_\_\_\_

Council Member \_\_\_\_\_ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member \_\_\_\_\_ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Carol Womack, Vice Mayor		
Allan Hartle, Councilmember		
Jim Ley, Councilmember		
Joe Morganelli, Councilmember		
Joe Wynkoop, Mayor		

Via Electronic Mail

January 8, 2025



Paul Larino, Town Manager  
Town of Montverde  
17404 Sixth Street  
Montverde, FL 34756

Re: Task Order Proposal – Stormwater Facilities Plan (SAHFI)

Dear Mr. Larino:

Woodard & Curran, Inc. (W&C) appreciates the opportunity to provide this scope of professional engineering services to the Town of Montverde (Town) to develop a Stormwater Facilities Plan. The primary purpose of this Facilities Plan is to identify projects that reduce flood risk by reducing stormwater runoff, and to demonstrate the eligibility of these projects to be funded using the \$19.8M Special Appropriation for Hurricanes Fiona and Ian (SAHFI) Grant awarded to the City in February 2024.

## **SCOPE OF SERVICES**

The following aspects are to be included in the Florida Department of Environmental Protection State Revolving Loan Fund Program Facilities Plan:

### **Task 1.0 Identify and Confirm Project Alternatives**

To ensure that our project team and work product is aligned with the City's needs, we will begin the project with a kick-off meeting held with our team and key representatives from the City. In this meeting, we will review the scope of work and establish baseline information for technical and administrative project elements.

Woodard & Curran will review and evaluate existing policies and standards used in planning and design, regulatory framework, National Pollutant Discharge Elimination System (NPDES) requirements, and water quality objectives. We will also review plans, projects, and data from existing resources, drainage sub-watershed boundaries and characteristics, GIS and topographic data, and record storm drain improvement plans, storm drain assessment documents, etc. Available information shall be provided by the City and is anticipated to include:

- Infrastructure mapping
- NPDES MS4 Notice of Intent and annual reports
- BMAPs
- Previous drainage studies and modeling
- County and City's GIS database
- City's infrastructure plans
- City's call service center records
- Existing surveys/plans on file from development projects in the watershed
- Flood event/history



Woodard & Curran will Identify and confer with the City staff and other stakeholders to clearly establish stormwater goals, strategies, priority criteria, and methodology to:

- Provide an initial infrastructure inventory
- Understand how stormwater is stored and conveyed
- Understand system deficiencies
- Confirm problem areas
- Identify CIP projects
- Develop priorities
- Review stormwater management policies for compliance with NPDES Permit
- Resiliency Evaluation

Based on these reviews, Woodard & Curran will develop a list of project alternatives and will confirm the identified alternatives with the Town to ensure they align with its priorities.

### **Task 2.0    Develop and Plan Project Recommendations**

For each project alternative identified in Task 1.0, Woodard & Curran will gather sufficient data, prepare, and furnish the following in accordance with the Florida Department of Environmental Protection guidelines as established by F.S. 62.503, clean water treatment, disposal, and collection for the State Revolving Loan Fund program:

- Sufficient illustrative detail of the local service region.
- Identify where the project or activity is located.
- Confirm the service area census tracts.
- Prepare the statement of need or justification for the project.
- Environmental and economic impacts and benefits of the project.
- New collection areas, if applicable.
- Provide sufficient data to support treatment upgrades, if applicable.
- Describe and evaluate at least three alternative approaches for each project, including the “no action” alternative.
- Discuss the various factors that affected the decision-making process that lead to the “selected alternative” and a rationale for selecting that alternative.

### **Task 3.0    Estimate Project Costs**

The Facilities Plan shall include a cost analysis as outlined below:

- A cost and effectiveness analysis of the processes, materials, techniques, and technologies for carrying out the proposed project.
- Selected alternative shall maximize the potential for energy efficiency considering the cost of constructing, operating, and maintaining, and replacing the project or activity, as necessary.





- Describe the existing and recommended facilities estimated capital costs, estimated operation and maintenance costs, and repair and replacement costs, if applicable.
- Cost breakdown – provide the total cost reflective of the data used in the cost comparison. We will provide an order-of-magnitude cost to each recommendation (i.e. higher/lower comparison).
- Complete a Capital Finance Plan.

#### **Task 4.0 Perform Environmental Review**

An Environmental Review is required for each project and will be included in the preparation and publication of an Environmental Information Document (EID) as listed below:

- List of threatened, endangered, proposed, and candidate species and designated critical habitats that may be present in the project area (may be obtained from U.S. Fish & Wildlife Service).
- Discuss any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed natural areas.
- Discuss any significant adverse human health or environmental effects on minority or low-income communities.
- List any significant adverse environmental effects and what project features will mitigate such effects.

#### **Task 5.0 Address SAHFI Grant Eligibility Requirements**

Woodard & Curran will provide justification for grant eligibility by describing how individual project elements meet the Stormwater SAHFI program goals. Applicable elements are required to address the following:

- Green infrastructure that reduces flood risk by reducing stormwater runoff, including permeable pavement, green roofs and walls, bioretention infrastructure (e.g., constructed wetlands, detention basins, riparian buffers, or stormwater tree trenches/pits/boxes), stream daylighting, and downspout disconnection
- Natural systems, and features thereof, capable of mitigating a storm surge, such as barrier beach and dune systems, tidal wetlands, living shorelines, and natural berms/levees

#### **Task 6.0 Develop Facilities Plan Document**

Develop and prepare the Draft and Final Stormwater Facilities Plan, including primary watersheds and sub-basins. Identify infrastructure deficiencies at existing facilities and develop a capital improvement plan with cost estimates for current and future capital costs. The Facilities Plan will be signed and sealed by a professional engineer.



Woodard & Curran will also facilitate the public meeting process by preparing for and presenting the Stormwater Facilities Plan at a public (City Council) meeting. The work under this task includes the development of graphics and supporting meeting documentation. Woodard & Curran assumes the City will provide the meeting location and appropriate public notice(s).

This task also includes submitting Facilities Plan elements for review at various milestones allowing the City team to provide effective and timely feedback and support.

The Facilities Plan will be developed based on a desktop level evaluation supplemented with field observations and interviews with City staff, as noted above. Preliminary hydrologic and hydraulic computations will be performed to provide order of magnitude sizing of stormwater infrastructure.

### **Task 7.0 Project Management and Coordination**

This task consists of activities necessary to inform the Town of the project's needs; monitor and control the funding and grant administration process; coordinate information and meetings; coordinate with project stakeholders; reach timely decisions to meet the project schedule; prepare reports to the Town on the progress of the project and provide status of schedule and budget; and provide financial oversight.

The purpose of this task is to support general project administration, project management, permit acquisition, participation in conference calls, attendance at project meetings, and expenses. It includes:

- Development of a project schedule;
- Preparation of progress reports, identifying project progress to date, and schedule and financial updates;
- Invoicing on a monthly basis;
- Attendance and Facilitation of Coordination meetings with the Town



**SCHEDULE**

This scope of work is estimated to be completed over a period of nine months, to commence upon receipt of notice-to-proceed from the Town.

**BUDGET**

The project will be completed on a lump-sum basis for an amount not to exceed \$280,318. This project is eligible to be funded through the SAHFI Grant and is therefore anticipated to be fully reimbursable to the Town. The proposed budget for completion of the work described herein is summarized below:

<b>Task</b>	<b>Description</b>	<b>Fee</b>
1.0	Identify and Confirm Project Alternatives	\$40,400
2.0	Develop and Plan Project Recommendations	\$96,818
3.0	Estimate Project Costs	\$23,100
4.0	Perform Environmental Review	\$34,100
5.0	Address SAHFI Grant Eligibility Requirements	\$23,000
6.0	Develop Facilities Plan Document	\$38,900
7.0	Project Management and Coordination	\$24,000
<b>Total:</b>		<b>\$280,318</b>





## TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Consultant Services Agreement – Professional Engineering and Design for Storm and Sanitary Sewer Services between Woodard & Curran, Inc. and Town of Montverde dated June 1, 2022, as awarded under RFQ #2021-01. This task order shall serve as a Task Authorization under that Agreement.

We greatly appreciate this opportunity to offer our services. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call the undersigned at (407) 580-1707 or by email at [sshannon@woodardcurran.com](mailto:sshannon@woodardcurran.com) if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in blue ink, appearing to read "Scott C. Shannon".

Scott C. Shannon, P.E.  
Senior Vice President

SCS/arm

PN: 233076.13

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.



**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

TOWN OF MONTVERDE

 8 January 2025  
Signature Date

\_\_\_\_\_  
Signature Date

Scott C. Shannon  
Name (printed)

\_\_\_\_\_  
Name (printed)

Senior Vice President  
Title

\_\_\_\_\_  
Title

## **REMINDERS AND ADJORNMENT**