



**MONTVERDE TOWN COUNCIL
REGULAR MEETING AGENDA
NOVEMBER 12, 2024, AT 7:00 P.M.
AT TOWN HALL – 17404 SIXTH STREET, MONTVERDE FL**

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
Joe Morganelli, Councilmember
Jim Ley Councilmember
Allan Hartle, Councilmember
Carol Womack, 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, which are not part of this Agenda, or items may be removed 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. PRESENTATION, ADMINISTRATIVE MATTERS AND DISCUSSION

- A. Oath of Office for two Council members.
- B. Council Seat selection.
- C. Selection of Vice Mayor for FY 2024-2025

II. CITIZENS QUESTION/COMMENT PERIOD

The Town Council invites the public to come forward with questions, comments, and concerns. The Council will not act at this meeting, but Staff may answer questions, or issues may be referred for appropriate staff action. If further action is necessary, the item may be placed on a future agenda for further review and consideration.

NOTE: Public Comment will not be taken under Citizens Questions/Comment Period for matters listed on this agenda. Public Comments on such items will be taken once the agenda item is before the Council for consideration.

III. DEPARTMENT & COMMITTEE REPORTS

- A. Town Manager Larino’s Report.
- B. Town Attorney Geraci-Carver Report.
- C. Town Planner Parks Report.
- D. Lake County Commission Report.
- E. Town Council Reports.
- F. Mayor Wynkoop Report.

IV. OCTOBER FINANCE REPORT

Beginning Bank Balance	\$ 5,498,722.43
Revenues	\$ 581,418.30
Expenditures	\$ 835,125.06
Pending Liabilities	\$ 376,125.06
Ending Balance	<u>\$ 4,868,315.17</u>
Grant Clearing Account	\$ 4,103,927.19
Total Bank Balance	\$ 8,972,242.36

V. CONSENT AGENDA

The Council may take one vote to act on all items on the Consent Agenda or remove items for further discussion. If any member of the public desires to speak about an item on the consent agenda, you will need to step forward to the microphone and request that the item be pulled from the consent agenda before the town council votes to approve.

- A. Minutes of the Town Council Regular Meeting held October 8, 2024.
- B. Minutes of the Town Council Special Meeting/workshop held October 22,2024

VI. DISCUSSION AND ACTION ITEM

- A. Discussion on the 23-24 FY budget to actual.
- B. Discussion and authorization for Town Manager to pay remaining balance of DEP loan DW351300 with impact fees as applicable.

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. **Ordinance No. 2024-39** An Ordinance of the Town of Montverde, Lake County, Florida; relating to the regulation of the operation of golf carts on public streets within the Town of Montverde; amending Chapter 24 of the Montverde code of Ordinances; providing for repeal of all conflicting ordinances; providing for severability and providing for an effective date. (First Reading).
- B. **Resolution No. 2024-129** A Resolution of the Town of Council of the Town of Montverde, Florida approving the agreement for the use of the Alertlake Emergency Notification System between Lake County Florida, and the Town of Montverde, Florida authorizing the Town Manager to execute the agreement; and providing for an effective date.
- C. **Resolution No. 2024-131** A Resolution of the Town of Montverde, Florida, Approving the Service Line Replacement funding program; allocating funding; waiving building permit fees retained by the Town; providing directions to the Town Manager; authorizing the Town Manager to administer the program; providing for conflicts, severability and effective date.
- D. **Resolution No. 2024-138** A Resolution of the Town Council of the Town of Montverde, Florida, granting major site plan approval to Montverde Academy for the expansion of the Henry D. Roberts Gymnasium located internal to the campus; providing for conditions; and providing for an effective date.
- E. **Resolution No. 2024-140** A Resolution of the Town Council of the Town of Montverde, Florida, granting a variance from Section 4-256 in Chapter 4 of the Montverde Land Development Code from the maximum height restriction on fences for the real property located at 17650 Doris Street, Montverde Florida, owned by Robson Bonatti and Mariana De Angelo; providing for conditions; and providing for an effective date.
- F. **Resolution No. 2024-141** A Resolution of the Town Council of the Town of Montverde, Florida, increasing the residential and commercial solid waste fees resulting from increases charged by the service provider to the Town; providing for conflicts, severability and an effective date.

- G. **Resolution No. 2024-145** A Resolution of Town Council of the Town of Montverde, Lake County, Florida, approving Amendment 2 to Agreement No. 22FRP102 between Florida Department of Environmental Protection and Town of Montverde to add a new deliverable to the agreement, update attachments including adding additional terms for the Town of Montverde infrastructure flooding mitigation project; authorizing execution; providing for conflicts, severability, and effective date.
- H. **Resolution No. 2024-146** A Resolution of Town Council of the Town of Montverde, Lake County, Florida amending the 2023-2024 Fiscal Year Budget pursuant to Section 5.05 of the Town Charter to align the budget with GASB codification of Governmental Accounting and Financial Reporting Standards which results in improved tracking of Impact Fees and expenditures to include use of Impact Fees; providing for an effective date.
- I. **Resolution No. 2024-148** A Resolution of the Town of Montverde, County of Lake, State of Florida, waiving application and permitting fees for permits to repair hurricane related damages of properties; applying the waiver retroactively to September 26, 2024 and expiring December 31, 2024; providing for an effective date.
- J. **Resolution No. 2024-149** A Resolution of the Town of Montverde, Florida, approving the drinking water State Revolving Fund Planning, Design and construction load agreement LS351320; authorizing the Town Manger or Designee to carry out the terms of the load agreement providing for conflicts, severability, and effective date.
- K. **Resolution No. 2024-150** A Resolution of the Town Council of the Town of Montverde, Florida, directing the Town Manager to return grant funds provided by the State of Florida Department of Environmental Protection pursuant to the Standard Grant Agreement for Montverde Septic to Sewer Project Phase I, agreement number WG058, having an expiration date of December 31, 2025 in the amount of \$4,000,000.00 and take all necessary actions to cancel the gran agreement; authorizing the Town Attorney to provide advice and assistance to the Town Manager in canceling the grant agreement; providing for an effective date.
- L. **Ordinance No. 2024-41** An Ordinance of the Town of Montverde, Florida, amending the Town of Montverde's Comprehensive Plan to include changing in all elements of the Town's Comprehensive Plan the planning timeframes from five years to ten years as required by SB 1604/chapter 2023-31 Laws of Florida; relocating Archaeological protection language in the Future Land Use element to the Archaeological and Historic Resources element; increasing the minimum open space percentages required for each Future Land Use designation in the Future Land Use element; requiring access management to be consistent with the Montverde walks plan; removing a requirement to identify wetlands as conservation open space; clarifying architectural design guidelines as permitted by state statutes will be added to the land development regulations to assist in compatibility between adjacent uses; excluding jurisdictional wetlands from gross land area; including

the types of dwelling units that may be constructed in areas designated as affordable housing on the Future Land Use maps; including Commercial District 2 (C-2) as a type of commercial Future Land Use designation; clarifying open space definition; adding utility as a Future Land Use designation; include reference to a Joint Planning Agreement; amend table-2 in the Future Land Use element relating to density and intensity of land use designations; amending the Capital Improvements element and Public Facilities element as required by HB 1379/Chapter 2023-169 relating to water quality and Upper Ocklawaha BMAP; providing for conflicts; providing for severability; providing for inclusion in the Town of Montverde Comprehensive Plan; and providing for approval and an effective date. (First Reading).

VIII. 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 in the case of the 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 needed assistance to participate in any of these proceedings should contact Town Hall at (407) 469-2681, 48 business hours in advance of the scheduled meeting.

PRESENTATION, ADMINISTRATIVE MATTERS AND DISCUSSION

OATH OF OFFICE TWO COUNCILMEMBERS

Carol Womack

Joe Morganelli

TOWN OF MONTVERDE
OATH OF OFFICE

I, Joe Morganelli, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

Joe Morganelli

Sworn to and subscribed before me this 12th day of November, 2024.

Anita-Geraci-Carver

ATTEST:

Sandra Johnson, Town Clerk

Date: November 12, 2024

TOWN OF MONTVERDE
OATH OF OFFICE

I, Carol Womack, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

Carol Womack

Sworn to and subscribed before me this 12th day of November, 2024.

Anita-Geraci-Carver

ATTEST:

Sandra Johnson, Town Clerk

Date: November 12, 2024

SEAT SELECTIONS 2024-2025

SELECTION OF VICE MAYOR

CITIZENS QUESTIONS/COMMENTS

DEPARTMENT & COMMITTEE REPORTS

OCTOBER FINANCE REPORT

Town of Montverde

Cash Balance Finance Report
And
Budget to Actual Report
2024-2025

Date of Report:	November 6, 2024
Report Beginning Period:	October 1, 2024
Report Ending Period:	October 31, 2024

Prepared by: Mai Yang, Finance Director
Reviewed by: Paul Larino, Town Manager

Cash Summary

Available Bank Cash - Fund Account:	\$4,868,315.17
Available Bank Cash - Grants Clearing Account:	\$4,103,927.19
Available Book Cash – Fund Account:	\$8,972,242.36

Fund Cash:

Restricted Funds:	\$7,262,448.02
Unrestricted Funds:	\$1,709,794.34
<u>Total Cash:</u>	\$8,972,242.36

TOWN OF MONTVERDE
FINANCE CASH REPORT AS OF: FY October 2024 - October 2024

Book and Cash Account

Operating Cash Account 1 and 2:

Beginning Bank Balance	\$5,498,722.43
Revenues	\$581,418.30
Expenditures	\$835,125.06
Ending Bank Balance	\$5,245,015.67
Pending/Outstanding Liabilities	\$376,700.50
Available Cash	\$4,868,315.17

Grant Clearing Cash Account:

Beginning Bank Balance	\$4,101,314.71
Revenues	\$2,612.48
Expenditures (Transfers)	\$0.00
Ending Bank Balance	\$4,103,927.19

Total Cash Account: \$8,972,242.36

Restricted Funds:

Parks & Recreation Impact Fee Fund	\$176,385.95
Fire Protection Impact Fee Fund	\$0.00
Road & Street Impact Fee Fund	\$118,012.83
Administrative Impact Fee Fund	\$260,083.76
Water Impact Fee Fund	\$907,036.66

Water Deposit	\$177,762.94
Water Cash	\$1,358,166.69

ARPA	\$425,310.35
County ARPA	\$3,607,840.81
Interest on the ARPA accounts	\$70,776.03
Capital Projects Appropriations	\$151,000.00
One Half Cent Sales Tax (Transportation Fee)	\$0.00
Police	\$6,436.00
Historical	\$3,636.00

Restricted Funds Total: \$7,262,448.02

Available Unrestricted Funds for General Account: \$1,709,794.34

Budget to Actual Summary

Total Reporting Months in this Report:	1 OF 12
Percentage of the Budget Year:	8.3%

Revenues – General Fund

General Revenue Budgeted:	\$2,827,134.01
General Revenue Budget Received YTD:	\$129,378.05
Percentage of Budget Received:	4.58%
Remaining Revenue to be Received in FY 2024:	\$2,697,755.96

Expenditures – General Fund

General Fund Expenditures Budgeted:	\$2,827,134.01
General Fund Expenditures Expended YTD:	\$194,041.42
Percentage of Budget Expended:	6.86%
Remaining General Fund Budgeted to Expend:	\$2,633,092.59

Revenues – Water Fund

Water Revenue Budgeted:	\$1,039,100.00
Water Revenue Budget Received YTD:	\$32,454.70
Percentage of Budget Received:	3.12%
Remaining Revenue to be Received in FY 2024:	\$1,006,645.30

Budget to Actual Summary

Expenditures – Water Fund

Water Fund Expenditures Budgeted:	\$1,039,100.00
Water Fund Expenditures Expended YTD:	\$44,703.95
Percentage of Budget Expended:	4.30%
Remaining Water Fund Budgeted to Expend:	\$994,396.05

Revenues – Sewer Fund

Sewer Revenue Budgeted:	\$183,325.00
Sewer Revenue Budget Received YTD:	\$0.00
Percentage of Budget Received:	0.00%
Remaining Revenue to be Received in FY 2024:	\$183,325.00

Expenditures – Sewer Fund

Sewer Fund Expenditures Budgeted:	\$183,325.00
Sewer Fund Expenditures Expended YTD:	\$3,040.29
Percentage of Budget Expended:	1.66%
Remaining Water Fund Budgeted to Expend:	\$180,284.71

Budget to Actual Summary

Revenues – Capital Fund

Capital Revenue Budgeted:	\$44,077,214.36
Capital Revenue Budget Received YTD:	\$0.00
Percentage of Budget Received:	\$0.00
Remaining Revenue to be Received in FY 2024:	\$44,077,214.36

Expenditures – Capital Fund

Capital Fund Expenditures Budgeted:	\$44,077,214.36
Capital Fund Expenditures Expended YTD:	\$23,115.73
Percentage of Budget Expended:	\$0.00
Remaining Capital Fund Budgeted to Expend:	\$44,054,098.63

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
GENERAL FUND						
001-311100	Ad Valorem Taxes	.00	.00	600,164.00	600,164.00	.00
001-311200	Delinquent Ad Valorem Taxes	.00	.00	10.00	10.00	.00
001-312410	Local Option Gas Tax	.87	.87	75,000.00	74,999.13	.00
001-312600	Discretionary Tax	.00	.00	190,000.00	190,000.00	.00
001-314100	Electric Service Tax	.00	.00	92,000.00	92,000.00	.00
001-314400	Natural Gas Service Tax	296.94	296.94	4,600.00	4,303.06	6.46%
001-315100	Communications Service Tax	.00	.00	66,000.01	66,000.01	.00
001-316100	Prof. & Occup. License Tax	.00	.00	50.00	50.00	.00
001-323100	Electricity Franchise	.00	.00	150,000.00	150,000.00	.00
001-323400	Gas Franchise	354.27	354.27	4,200.00	3,845.73	8.44%
001-329504	Permit Fire Reivew Fee	.00	.00	1,000.00	1,000.00	.00
001-329505	Reinspection Fees	525.00	525.00	20,000.00	19,475.00	2.63%
001-329506	Plan Review	18,541.65	18,541.65	150,000.00	131,458.35	12.36%
001-329507	Building Permit Fees	44,794.48	44,794.48	375,000.00	330,205.52	11.95%
001-329508	Administrative Fee	16,493.32	16,493.32	125,000.00	108,506.68	13.19%
001-329509	State Permit Surcharge	1,632.33	1,632.33	13,000.00	11,367.67	12.56%
001-329510	Zoning/Permit Appl Fees	2,306.13	2,306.13	20,000.00	17,693.87	11.53%
001-329515	Row Utilization Fees	.00	.00	1,500.00	1,500.00	.00
001-335150	Alcoholic Beverage License	.00	.00	500.00	500.00	.00
001-335180	1/2 Cent Sales Tax	.00	.00	130,000.00	130,000.00	.00
001-335190	State Revenue Sharing	.00	.00	65,000.00	65,000.00	.00
001-337700	Grants & Donations	.00	.00	500.00	500.00	.00
001-338000	Library Interlocal w/ Lake Co	6,522.88	6,522.88	35,000.00	28,477.12	18.64%
001-338100	One Cent Gas Tax - Lake Co.	663.77	663.77	6,500.00	5,836.23	10.21%
001-341210	Notary, Copy, Fax Fees	4,194.84	4,194.84	250.00	3,944.84	1677.94%
001-341215	Public Record Requests	.00	.00	50.00	50.00	.00
001-341220	Mva Traffic Signal Maintenance	.00	.00	2,300.00	2,300.00	.00
001-341500	Lien Search Charge	125.00	125.00	1,500.00	1,375.00	8.33%
001-343400	Garbage Service Charges	.00	.00	295,000.00	295,000.00	.00
001-343410	Garbage Late Fee	.00	.00	1,200.00	1,200.00	.00
001-347220	Montverde Day	28,663.25	28,663.25	50,000.00	21,336.75	57.33%
001-347230	Easter Event	.00	.00	50.00	50.00	.00
001-347240	Light Up Montverde	.00	.00	50.00	50.00	.00
001-347261	License Plate Revenue	.00	.00	100.00	100.00	.00
001-351100	Court Fines - Dept Hwy Safety	209.17	209.17	3,800.00	3,590.83	5.50%
001-352100	Library Fines	19.00	19.00	150.00	131.00	12.67%
001-354200	Code Compliance Fines	.00	.00	15,000.00	15,000.00	.00
001-361100	Interest Earnings	2,371.40	2,371.40	16,000.00	13,628.60	14.82%
001-362100	17406 7Th Street Rental	.00	.00	14,000.00	14,000.00	.00
001-362260	Rental Income - Cell Tower	.00	.00	41,000.00	41,000.00	.00
001-362300	Post Office Rental Revenue	1,663.75	1,663.75	18,100.00	16,436.25	9.19%
001-364100	Asset Sales (Equip/Veh/Mchnry)	.00	.00	50,000.00	50,000.00	.00
001-366240	Community Building Rental	.00	.00	3,500.00	3,500.00	.00
001-366245	Contributions To Cemetry	.00	.00	50.00	50.00	.00
001-369900	Other Revenues	.00	.00	40,000.00	40,000.00	.00
001-381200	Bal Fwd Fund Appropriation	.00	.00	150,000.00	150,000.00	.00
001-388800	Library Book Sales	.00	.00	10.00	10.00	.00
Total Revenue:		129,378.05	129,378.05	2,827,134.01	2,697,755.96	4.58%
GENERAL FUND Revenue Total:		129,378.05	129,378.05	2,827,134.01	2,697,755.96	4.58%
Net Total GENERAL FUND:		129,378.05	129,378.05	2,827,134.01	2,697,755.96	4.58%

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
PARKS & REC IMPACT FEE FUND						
140-347200	Impact Fee Revenue	6,215.23	6,215.23	65,000.00	58,784.77	9.56%
140-347201	Fund Balance Forward	.00	.00	92,000.00	92,000.00	.00
Total Revenue:		6,215.23	6,215.23	157,000.00	150,784.77	3.96%
PARKS & REC IMPACT FEE FUND Revenue Total:		6,215.23	6,215.23	157,000.00	150,784.77	3.96%
Net Total PARKS & REC IMPACT FEE FUND:		6,215.23	6,215.23	157,000.00	150,784.77	3.96%

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
ROAD & STREET IMPACT FEE FUND						
160-324218	Road & Streets Impact Fees	5,589.43	5,589.43	75,000.00	69,410.57	7.45%
160-324219	Road & Streets Impact Fees Bal	.00	.00	50,000.00	50,000.00	.00
Total Revenue:		5,589.43	5,589.43	125,000.00	119,410.57	4.47%
ROAD & STREET IMPACT FEE FUND Revenue Total:		5,589.43	5,589.43	125,000.00	119,410.57	4.47%
Net Total ROAD & STREET IMPACT FEE FUND:		5,589.43	5,589.43	125,000.00	119,410.57	4.47%

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
ADMINISTRATIVE IMPACT FEE FUND						
170-324250	Admin Impact Fee - Library	19,633.71	19,633.71	50,000.00	30,366.29	39.27%
170-324251	Admin Impact Fee Library C Fwd	.00	.00	240,000.00	240,000.00	.00
Total Revenue:		19,633.71	19,633.71	290,000.00	270,366.29	6.77%
ADMINISTRATIVE IMPACT FEE FUND Revenue Total:		19,633.71	19,633.71	290,000.00	270,366.29	6.77%
Net Total ADMINISTRATIVE IMPACT FEE FUND:		19,633.71	19,633.71	290,000.00	270,366.29	6.77%

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - BOAT RAMP						
330-334700	State DEP Grant	.00	.00	300,000.00	300,000.00	.00
330-334710	Stormwater Grants	.00	.00	100,000.00	100,000.00	.00
330-334711	LCWA Grant - Boat Ramp	.00	.00	80,000.00	80,000.00	.00
Total Revenue:		.00	.00	480,000.00	480,000.00	.00
CAPITAL - BOAT RAMP Revenue Total:		.00	.00	480,000.00	480,000.00	.00
Net Total CAPITAL - BOAT RAMP:		.00	.00	480,000.00	480,000.00	.00

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
FOSGATE TRAIL CONNECTION						
370-336000	Developer Donations Carry Fwd	.00	.00	100,000.00	100,000.00	.00
	Total Revenue:	.00	.00	100,000.00	100,000.00	.00
	FOSGATE TRAIL CONNECTION Revenue Total:	.00	.00	100,000.00	100,000.00	.00
	Net Total FOSGATE TRAIL CONNECTION:	.00	.00	100,000.00	100,000.00	.00

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
WATER						
400-343300	Water Service Chrgs - Potable	.00	.00	565,000.00	565,000.00	.00
400-343301	Bulk Water Sales	.00	.00	4,500.00	4,500.00	.00
400-343310	Irrigation Water Service Chrgs	.00	.00	175,000.00	175,000.00	.00
400-343330	Administrative Fee	2,038.39	2,038.39	15,000.00	12,961.61	13.59%
400-343331	Water Meter Install Charges	29,400.00	29,400.00	175,000.00	145,600.00	16.80%
400-343390	Water Late Fees	.00	.00	4,000.00	4,000.00	.00
400-343600	Surcharge	.00	.00	.00	.00	.00
400-361100	Interest Earnings	1,016.31	1,016.31	500.00	516.31-	203.26%
400-369900	Other Revenues	.00	.00	100,100.00	100,100.00	.00
Total Revenue:		32,454.70	32,454.70	1,039,100.00	1,006,645.30	3.12%
WATER Revenue Total:		32,454.70	32,454.70	1,039,100.00	1,006,645.30	3.12%
Net Total WATER:		32,454.70	32,454.70	1,039,100.00	1,006,645.30	3.12%

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
WATER IMPACT FEE FUND						
410-324210	Water Impact Fees	11,100.20	11,100.20	300,000.00	288,899.80	3.70%
410-324211	Water Impact Fees - Carry Fwd	.00	.00	624,000.00	624,000.00	.00
Total Revenue:		11,100.20	11,100.20	924,000.00	912,899.80	1.20%
WATER IMPACT FEE FUND Revenue Total:		11,100.20	11,100.20	924,000.00	912,899.80	1.20%
Net Total WATER IMPACT FEE FUND:		11,100.20	11,100.20	924,000.00	912,899.80	1.20%

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL-WATER ENTERPRISE						
420-334311	SHAFI Grant	.00	.00	12,970,000.00	12,970,000.00	.00
	Total Revenue:	.00	.00	12,970,000.00	12,970,000.00	.00
	CAPITAL-WATER ENTERPRISE Revenue Total:	.00	.00	12,970,000.00	12,970,000.00	.00
	Net Total CAPITAL-WATER ENTERPRISE:	.00	.00	12,970,000.00	12,970,000.00	.00

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
SEWER-ENTERPRISE (WASTE WATER)						
421-343307	Sewer Connection Fees	.00	.00	50,000.00	50,000.00	.00
421-343320	Sewer Service Charge	.00	.00	120,000.00	120,000.00	.00
421-343390	Sewer Late Fees	.00	.00	750.00	750.00	.00
421-343500	Surcharges Out of Town Limits	.00	.00	12,500.00	12,500.00	.00
421-361100	Interest Earnings	.00	.00	25.00	25.00	.00
421-369900	Other Revenues	.00	.00	50.00	50.00	.00
Total Revenue:		.00	.00	183,325.00	183,325.00	.00
SEWER-ENTERPRISE (WASTE WATER) Revenue Total:		.00	.00	183,325.00	183,325.00	.00
Net Total SEWER-ENTERPRISE (WASTE WATER):		.00	.00	183,325.00	183,325.00	.00

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - SEWER ENTERPRISE						
422-334350	Grants - Sewer	.00	.00	19,823,318.00	19,823,318.00	.00
422-334355	Intragovernmental Carry Fwd	.00	.00	3,607,840.81	3,607,840.81	.00
422-334356	Sewer Grants (DEP)	.00	.00	4,000,000.00	4,000,000.00	.00
Total Revenue:		.00	.00	27,431,158.81	27,431,158.81	.00
CAPITAL - SEWER ENTERPRISE Revenue Total:		.00	.00	27,431,158.81	27,431,158.81	.00
Net Total CAPITAL - SEWER ENTERPRISE:		.00	.00	27,431,158.81	27,431,158.81	.00

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - STORM WATER						
430-334360	Grants	.00	.00	375,000.00	375,000.00	.00
430-334361	State Appropriation	.00	.00	1,500,000.00	1,500,000.00	.00
Total Revenue:		.00	.00	1,875,000.00	1,875,000.00	.00
CAPITAL - STORM WATER Revenue Total:		.00	.00	1,875,000.00	1,875,000.00	.00
Net Total CAPITAL - STORM WATER:		.00	.00	1,875,000.00	1,875,000.00	.00

Account Number	Account Title	2024-25 October Actual	2024-25 YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - LIBRARY						
500-324660	Intragovernmental Grant - Lib	.00	.00	895,745.20	895,745.20	.00
500-332000	MV ARPA Funds (w/ Interest)	.00	.00	425,310.35	425,310.35	.00
Total Revenue:		.00	.00	1,321,055.55	1,321,055.55	.00
CAPITAL - LIBRARY Revenue Total:		.00	.00	1,321,055.55	1,321,055.55	.00
Net Total CAPITAL - LIBRARY:		.00	.00	1,321,055.55	1,321,055.55	.00
Net Grand Totals:		204,371.32	204,371.32	49,722,773.37	49,518,402.05	0.41%

Report Criteria:

- Accounts to Include: With balances or activity
- Print Fund Titles
- Page and Total by Fund
- Include Departments: None
- Print Department Titles
- Total by Department
- Include Objects: None
- All Segments Tested for Total Breaks

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
GENERAL FUND						
TOWN COUNCIL						
001-511-240	Workers Compensation	.00	.00	666.00	666.00	.00
001-511-342	Council Stipends	3,283.33	3,283.33	44,500.00	41,216.67	7.38%
001-511-400	Travel	.00	.00	750.00	750.00	.00
001-511-445	Election Expense	.00	.00	5,000.00	5,000.00	.00
001-511-450	Insurance	2,109.41	2,109.41	8,690.00	6,580.59	24.27%
001-511-460	Repairs & Maintenance	.00	.00	100.00	100.00	.00
001-511-470	Printing & Copying	.00	.00	500.00	500.00	.00
001-511-490	Other Current Charges	.00	.00	1,800.00	1,800.00	.00
001-511-491	Council Workshop & Comm Meals	950.50	950.50	18,000.00	17,049.50	5.28%
001-511-510	Office Supplies	.00	.00	500.00	500.00	.00
001-511-520	Operating Supplies	.00	.00	2,500.00	2,500.00	.00
001-511-521	Uniforms & Clothing	.00	.00	800.00	800.00	.00
001-511-540	Subscriptions & Memberships	1,202.25	1,202.25	4,500.00	3,297.75	26.72%
001-511-550	Seminars & Training	.00	.00	7,000.00	7,000.00	.00
001-511-551	Economic Development	.00	.00	750.00	750.00	.00
Total TOWN COUNCIL:		7,545.49	7,545.49	96,056.00	88,510.51	7.86%
FINANCE & ADMINISTRATIVE						
001-513-120	Regular Salaries & Wages	8,146.40	8,146.40	109,561.00	101,414.60	7.44%
001-513-121	Employee Christmas and Perform	.00	.00	12,500.00	12,500.00	.00
001-513-140	Overtime	239.94	239.94	8,500.00	8,260.06	2.82%
001-513-210	FICA Matching	662.73	662.73	8,878.67	8,215.94	7.46%
001-513-220	Retirement Plan	1,609.15	1,609.15	21,000.00	19,390.85	7.66%
001-513-230	Health Insurance	1,456.80	1,456.80	24,000.00	22,543.20	6.07%
001-513-234	Short-Term Disability	85.02	85.02	950.00	864.98	8.95%
001-513-240	Workers Compensation	.00	.00	1,860.00	1,860.00	.00
001-513-310	Professional Services	.00	.00	2,500.00	2,500.00	.00
001-513-320	Accounting & Auditing	.00	.00	19,500.00	19,500.00	.00
001-513-340	Contractual Services	3,300.00	3,300.00	14,500.00	11,200.00	22.76%
001-513-400	Travel	.00	.00	1,500.00	1,500.00	.00
001-513-410	Telephone	76.51	76.51	3,000.00	2,923.49	2.55%
001-513-411	Internet	100.00	100.00	2,500.00	2,400.00	4.00%
001-513-420	Postage & Freight	812.48	812.48	3,000.00	2,187.52	27.08%
001-513-430	Utilities	.00	.00	5,500.00	5,500.00	.00
001-513-440	Rentals & Leases Building Repr	.00	.00	7,500.00	7,500.00	.00
001-513-450	Insurance	5,061.49	5,061.49	20,625.00	15,563.51	24.54%
001-513-460	Repair & Maintenance	2,275.00	2,275.00	9,500.00	7,225.00	23.95%
001-513-470	Printing & Copying	31.55	31.55	3,500.00	3,531.55	-0.90%
001-513-490	Other Current Charges	147.97	147.97	2,500.00	2,352.03	5.92%
001-513-492	Employee Meals & Appreciation	950.50	950.50	3,500.00	2,549.50	27.16%
001-513-495	Bank Finance Charges	25.00	25.00	400.00	375.00	6.25%
001-513-510	Office Supplies	.00	.00	5,000.00	5,000.00	.00
001-513-513	TM Allowance	203.08	203.08	4,400.00	4,196.92	4.62%
001-513-520	Operating Supplies	.00	.00	2,800.00	2,800.00	.00
001-513-521	Uniforms & Clothing	.00	.00	1,200.00	1,200.00	.00
001-513-522	Small Tools & Equipment	.00	.00	500.00	500.00	.00
001-513-540	Subscriptions, Membership	266.78	266.78	2,900.00	2,633.22	9.20%
001-513-550	Seminars And Training	.00	.00	4,000.00	4,000.00	.00
Total FINANCE & ADMINISTRATIVE:		25,387.30	25,387.30	307,574.67	282,187.37	8.25%

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
LEGAL COUNSEL						
001-514-310	Professional Services	.00	.00	72,500.00	72,500.00	.00
001-514-510	Office Supplies	.00	.00	500.00	500.00	.00
Total LEGAL COUNSEL:		.00	.00	73,000.00	73,000.00	.00
PERMITTING						
001-519-120	Regular Salaries & Wages	7,464.37	7,464.37	100,821.00	93,356.63	7.40%
001-519-140	Overtime	435.78	435.78	9,500.00	9,064.22	4.59%
001-519-210	FICA Matching	611.54	611.54	8,439.56	7,828.02	7.25%
001-519-220	Retirement Plan	1,450.98	1,450.98	19,400.00	17,949.02	7.48%
001-519-230	Health Insurance	1,824.36	1,824.36	23,000.00	21,175.64	7.93%
001-519-234	Short-Term Disability	70.34	70.34	748.00	677.66	9.40%
001-519-240	Workers Compensation	.00	.00	836.00	836.00	.00
001-519-310	Professional Services	.00	.00	24,000.00	24,000.00	.00
001-519-315	Building Official Fees	.00	.00	350,000.00	350,000.00	.00
001-519-340	Contractual Services-Citizens	3,640.00	3,640.00	14,000.00	10,360.00	26.00%
001-519-350	Municode	236.25	236.25	4,800.00	4,563.75	4.92%
001-519-410	Telephone	.00	.00	2,000.00	2,000.00	.00
001-519-411	Internet	100.00	100.00	2,000.00	1,900.00	5.00%
001-519-420	Postage & Freight	504.14	504.14	2,500.00	1,995.86	20.17%
001-519-440	Rentals & Leases	.00	.00	1,200.00	1,200.00	.00
001-519-450	Insurance	1,479.41	1,479.41	5,775.00	4,295.59	25.62%
001-519-470	Printing & Copying	.00	.00	750.00	750.00	.00
001-519-490	Other Current Charges	.00	.00	250.00	250.00	.00
001-519-495	Bank Finance Charges	.00	.00	3,500.00	3,500.00	.00
001-519-510	Office Supplies	.00	.00	1,500.00	1,500.00	.00
001-519-513	TM Allowances	138.46	138.46	3,300.00	3,161.54	4.20%
001-519-520	Operating Supplies	.00	.00	500.00	500.00	.00
001-519-521	Uniforms & Clothing	.00	.00	250.00	250.00	.00
001-519-540	Subscriptions, Membership	209.82	209.82	500.00	290.18	41.96%
001-519-550	Seminars And Training	.00	.00	3,500.00	3,500.00	.00
Total PERMITTING:		18,165.45	18,165.45	583,069.56	564,904.11	3.12%
PUBLIC SAFETY						
001-520-240	Workers Compensation	.00	.00	495.00	495.00	.00
001-520-343	Contract Svcs Highway Patrol	7,899.80	7,899.80	100,000.00	92,100.20	7.90%
001-520-344	Contract Svcs LCSO or HP	.00	.00	50,000.00	50,000.00	.00
001-520-410	Telephone	40.44	40.44	500.00	459.56	8.09%
001-520-411	Internet	628.92	628.92	6,500.00	5,871.08	9.68%
001-520-430	Utilities	.00	.00	1,600.00	1,600.00	.00
001-520-442	Equipment Leases (Vehicles)	13,487.40	13,487.40	13,500.00	12.60	99.91%
001-520-450	Insurance	578.37	578.37	2,112.00	1,533.63	27.38%
001-520-460	Repair & Maintenance	950.00	950.00	1,500.00	550.00	63.33%
001-520-490	Other Current Charges	.00	.00	500.00	500.00	.00
001-520-493	Volunteer Appreciation	.00	.00	650.00	650.00	.00
001-520-520	Operating Supplies	.00	.00	500.00	500.00	.00
001-520-521	Uniforms & Clothing	.00	.00	500.00	500.00	.00
001-520-524	Fuel	.00	.00	2,000.00	2,000.00	.00
Total PUBLIC SAFETY:		23,584.93	23,584.93	180,357.00	156,772.07	13.08%
FIRE CONTROL/POST OFFICE						
001-522-450	Insurance	1,843.21	1,843.21	7,920.00	6,076.79	23.27%
001-522-460	Repair & Maintenance	749.00	749.00	10,000.00	9,251.00	7.49%

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
Total FIRE CONTROLPOST OFFICE:		2,592.21	2,592.21	17,920.00	15,327.79	14.47%
CODE COMPLIANCE						
001-524-120	Regular Salaries & Wages	486.92	486.92	6,430.00	5,943.08	7.57%
001-524-210	FICA Matching	39.36	39.36	491.90	452.54	8.00%
001-524-220	Retirement Plan	141.20	141.20	1,864.70	1,723.50	7.57%
001-524-230	Health Insurance	53.80	53.80	1,430.00	1,376.20	3.76%
001-524-234	Short-Term Disability	4.36	4.36	122.00	117.64	3.57%
001-524-240	Workers Compensation	.00	.00	205.00	205.00	.00
001-524-310	Professional Services	.00	.00	5,000.00	5,000.00	.00
001-524-313	Legal Service	.00	.00	5,000.00	5,000.00	.00
001-524-420	Postage & Freight	27.85	27.85	900.00	872.15	3.09%
001-524-450	Insurance	959.01	959.01	3,520.00	2,560.99	27.24%
001-524-490	Other Current Charges	.00	.00	250.00	250.00	.00
001-524-510	Office Supplies	.00	.00	100.00	100.00	.00
001-524-513	TM ALLOWANCE	27.70	27.70	660.00	632.30	4.20%
001-524-550	Seminars And Training	83.94	83.94	500.00	416.06	16.79%
Total CODE COMPLIANCE:		1,824.14	1,824.14	26,473.60	24,649.46	6.89%
GARBAGE/SOLID WASTE SERVICES						
001-534-340	Contractual Services	.00	.00	255,000.00	255,000.00	.00
001-534-490	Bad Debt	.00	.00	500.00	500.00	.00
Total GARBAGE/SOLID WASTE SERVICES:		.00	.00	255,500.00	255,500.00	.00
PUBLIC WORKS						
001-539-120	Regular Salaries & Wages	2,051.21	2,051.21	33,103.00	31,051.79	6.20%
001-539-140	Overtime	32.06	32.06	4,500.00	4,467.94	0.71%
001-539-210	FICA Matching	196.65	196.65	2,876.63	2,679.98	6.84%
001-539-220	Retirement Plan	352.57	352.57	5,140.91	4,788.34	6.86%
001-539-230	Health Insurance	553.66	553.66	7,689.00	7,135.34	7.20%
001-539-234	Short-Term Disability	31.64	31.64	222.00	190.36	14.25%
001-539-240	Workers Compensation	.00	.00	800.00	800.00	.00
001-539-340	Contractual Services	.00	.00	3,500.00	3,500.00	.00
001-539-400	Travel	.00	.00	250.00	250.00	.00
001-539-410	Telephone	40.44	40.44	560.00	519.56	7.22%
001-539-430	Utilities	.00	.00	1,500.00	1,500.00	.00
001-539-442	Equipment Leases (Vehicles)	26,800.00	26,800.00	26,800.00	.00	100.00%
001-539-450	Insurance	2,071.34	2,071.34	8,580.00	6,508.66	24.14%
001-539-460	Repair & Maintenance	.00	.00	12,000.00	12,000.00	.00
001-539-464	Hurricane Repairs	4,163.02	4,163.02	.00	4,163.02	.00
001-539-490	Other Current Charges	.00	.00	1,000.00	1,000.00	.00
001-539-510	Office Supplies	.00	.00	200.00	200.00	.00
001-539-520	Operating Supplies	.00	.00	2,500.00	2,500.00	.00
001-539-521	Uniforms & Clothing	.00	.00	750.00	750.00	.00
001-539-522	Small Tools & Equipment	.00	.00	2,500.00	2,500.00	.00
001-539-524	Fuel	938.24	938.24	6,000.00	5,061.76	15.64%
001-539-540	Subscriptions, Membership	.00	.00	250.00	250.00	.00
001-539-640	Machinery & Equipment	.00	.00	35,000.00	35,000.00	.00
Total PUBLIC WORKS:		37,230.83	37,230.83	155,721.54	118,490.71	23.91%
ROAD & STREET FACILITIES						
001-541-120	Regular Salaries & Wages	2,267.69	2,267.69	35,386.00	33,118.31	6.41%

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
001-541-140	Overtime	.00	.00	5,000.00	5,000.00	.00
001-541-210	FICA Matching	225.00	225.00	3,089.53	2,864.53	7.28%
001-541-220	Retirement Plan	400.89	400.89	5,129.02	4,728.13	7.82%
001-541-230	Health Insurance	920.32	920.32	8,800.00	7,879.68	10.46%
001-541-234	Short-Term Disability	36.92	36.92	448.00	411.08	8.24%
001-541-240	Workers Compensation	.00	.00	600.00	600.00	.00
001-541-310	Professional Services	.00	.00	2,000.00	2,000.00	.00
001-541-340	Contractual Services	4,180.80	4,180.80	20,000.00	15,819.20	20.90%
001-541-430	Utilities	.00	.00	6,500.00	6,500.00	.00
001-541-431	Street Lighting - Power	.00	.00	48,000.00	48,000.00	.00
001-541-450	Insurance	2,458.76	2,458.76	10,230.00	7,771.24	24.03%
001-541-460	Repair & Maintenance	2,349.00	2,349.00	20,000.00	17,651.00	11.75%
001-541-462	Lakes Drain Repair/Maintenance	561.00	561.00	7,800.00	7,239.00	7.19%
001-541-463	Stormwater	.00	.00	2,500.00	2,500.00	.00
001-541-490	Other Current Charges	.00	.00	2,500.00	2,500.00	.00
001-541-520	Operating Supplies	.00	.00	2,500.00	2,500.00	.00
001-541-521	Uniforms & Clothing	.00	.00	500.00	500.00	.00
001-541-523	Decorations And Flags	.00	.00	12,000.00	12,000.00	.00
001-541-530	Road Materials & Supplies	.00	.00	12,500.00	12,500.00	.00
001-541-630	Infrastructure-Street Repair	.00	.00	160,428.93	160,428.93	.00
001-541-640	Vehicle, Equipment & Machinery	.00	.00	42,500.00	42,500.00	.00
Total ROAD & STREET FACILITIES:		13,400.38	13,400.38	408,411.48	395,011.10	3.28%
CEMETERY						
001-569-240	Workers Compensation	.00	.00	352.00	352.00	.00
001-569-420	Postage & Freight	.00	.00	125.00	125.00	.00
001-569-450	Insurance	731.27	731.27	2,860.00	2,128.73	25.57%
001-569-460	Repair & Maintenance	.00	.00	2,500.00	2,500.00	.00
001-569-490	Other Current Charges	.00	.00	250.00	250.00	.00
001-569-494	Benevolence	.00	.00	500.00	500.00	.00
001-569-510	Office Supplies	.00	.00	100.00	100.00	.00
Total CEMETERY:		731.27	731.27	6,687.00	5,955.73	10.94%
LIBRARY						
001-571-120	Regular Salaries & Wages	5,052.70	5,052.70	83,100.00	78,047.30	6.08%
001-571-140	Overtime	.00	.00	3,200.00	3,200.00	.00
001-571-210	FICA Matching	383.70	383.70	6,601.95	6,218.25	5.81%
001-571-220	Retirement Plan	688.69	688.69	10,960.10	10,271.41	6.28%
001-571-230	Health Insurance	315.42	315.42	5,000.00	4,684.58	6.31%
001-571-234	Short-Term Disability	46.62	46.62	770.00	723.38	6.05%
001-571-240	Workers Compensation	.00	.00	407.00	407.00	.00
001-571-340	Contractual Services	435.00	435.00	19,000.00	18,565.00	2.29%
001-571-400	Travel	.00	.00	250.00	250.00	.00
001-571-410	Telephone	.00	.00	2,400.00	2,400.00	.00
001-571-411	Internet	100.00	100.00	2,500.00	2,400.00	4.00%
001-571-420	Postage & Freight	.00	.00	250.00	250.00	.00
001-571-430	Utilities	.00	.00	3,000.00	3,000.00	.00
001-571-450	Insurance	2,611.70	2,611.70	9,020.00	6,408.30	28.95%
001-571-460	Repair & Maintenance	.00	.00	2,000.00	2,000.00	.00
001-571-480	Promotional Activities	.00	.00	1,500.00	1,500.00	.00
001-571-490	Other Current Charges	.00	.00	500.00	500.00	.00
001-571-510	Office Supplies	.00	.00	3,500.00	3,500.00	.00
001-571-520	Operating Supplies	.00	.00	3,500.00	3,500.00	.00
001-571-521	Uniforms & Clothing	.00	.00	250.00	250.00	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
001-571-540	Subscriptions, Membership	.00	.00	500.00	500.00	.00
001-571-640	Vehicle, Equipment & Machinery	.00	.00	18,000.00	18,000.00	.00
001-571-660	Library Books & Material	.00	.00	18,000.00	18,000.00	.00
Total LIBRARY:		9,633.83	9,633.83	194,209.05	184,575.22	4.96%
PARKS & RECREATION						
001-572-240	Workers Compensation	.00	.00	2,900.00	2,900.00	.00
001-572-340	Contractual Services	733.60	733.60	18,000.00	17,266.40	4.08%
001-572-345	Contract Mowing/Landscaping Se	1,834.00	1,834.00	82,000.00	83,834.00	-2.24%
001-572-410	Telephone	.00	.00	250.00	250.00	.00
001-572-411	Internet	100.00	100.00	2,000.00	1,900.00	5.00%
001-572-430	Utilities	.00	.00	6,200.00	6,200.00	.00
001-572-440	Rentals & Leases	.00	.00	250.00	250.00	.00
001-572-450	Insurance	6,549.70	6,549.70	23,920.00	17,370.30	27.38%
001-572-460	Repair & Maintenance	900.00	900.00	25,000.00	24,100.00	3.60%
001-572-470	Printing & Copying	.00	.00	500.00	500.00	.00
001-572-490	Other Current Charges	.00	.00	2,465.11	2,465.11	.00
001-572-520	Operating Supplies	.00	.00	15,000.00	15,000.00	.00
001-572-524	Fuel	.00	.00	1,000.00	1,000.00	.00
001-572-605	Capital Outlay-Benches, Tables	.00	.00	40,000.00	40,000.00	.00
001-572-606	Capital Projects-Stage & Gazebo	.00	.00	.00	.00	.00
001-572-607	Capital -Dog Park Rehab	.00	.00	.00	.00	.00
001-572-640	Machine & Equipment	.00	.00	6,000.00	6,000.00	.00
001-572-641	Capital - Play Ground Equip	.00	.00	150,000.00	150,000.00	.00
Total PARKS & RECREATION:		6,449.30	6,449.30	375,485.11	369,035.81	1.72%
SPECIAL EVENTS						
001-574-240	Workers Compensation	.00	.00	660.00	660.00	.00
001-574-450	Insurance	708.81	708.81	2,809.00	2,100.19	25.23%
001-574-481	Montverde Day	42,379.98	42,379.98	88,500.00	46,120.02	47.89%
001-574-482	Light Up Montverde	909.00	909.00	28,000.00	27,091.00	3.25%
001-574-483	Fall & Spring Concert Series	.00	.00	7,500.00	7,500.00	.00
001-574-484	Easter Event	.00	.00	5,000.00	5,000.00	.00
001-574-485	Trunk or Treat	3,498.50	3,498.50	5,200.00	1,701.50	67.28%
001-574-486	4th of July and Other Misc Eve	.00	.00	9,000.00	9,000.00	.00
Total SPECIAL EVENTS:		47,496.29	47,496.29	146,669.00	99,172.71	32.38%
GENERAL FUND Expenditure Total:		194,041.42	194,041.42	2,827,134.01	2,633,092.59	6.86%
Net Total GENERAL FUND:		194,041.42-	194,041.42-	2,827,134.01-	2,633,092.59-	6.86%

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
PARKS & REC IMPACT FEE FUND						
PARKS & RECREATION						
140-572-630	Parks & Rec Impact - Kirk Park	.00	.00	92,000.00	92,000.00	.00
140-572-631	Parks & Rec Impact - Restrooms	.00	.00	.00	.00	.00
140-572-635	Parks & Rec Impact - Butterfly	.00	.00	65,000.00	65,000.00	.00
Total PARKS & RECREATION:		.00	.00	157,000.00	157,000.00	.00
PARKS & REC IMPACT FEE FUND Expenditure Total:		.00	.00	157,000.00	157,000.00	.00
Net Total PARKS & REC IMPACT FEE FUND:		.00	.00	157,000.00-	157,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
ROAD & STREET IMPACT FEE FUND						
Department: 541						
160-541-460	Road & Streets Impact Fees	.00	.00	75,000.00	75,000.00	.00
160-541-465	Road & Streets Impact Fees Bal	.00	.00	50,000.00	50,000.00	.00
Total Department: 541:		.00	.00	125,000.00	125,000.00	.00
ROAD & STREET IMPACT FEE FUND Expenditure Total:						
		.00	.00	125,000.00	125,000.00	.00
Net Total ROAD & STREET IMPACT FEE FUND:						
		.00	.00	125,000.00-	125,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
ADMINISTRATIVE IMPACT FEE FUND						
Department: 571						
170-571-605	Admin Impact Fee Library C Fwd	.00	.00	240,000.00	240,000.00	.00
170-571-635	Admin Impact Fee - Library	.00	.00	50,000.00	50,000.00	.00
Total Department: 571:		.00	.00	290,000.00	290,000.00	.00
ADMINISTRATIVE IMPACT FEE FUND Expenditure Total:						
		.00	.00	290,000.00	290,000.00	.00
Net Total ADMINISTRATIVE IMPACT FEE FUND:						
		.00	.00	290,000.00-	290,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - BOAT RAMP						
PARKS & RECREATION						
330-572-605	Stormwater Grants	.00	.00	100,000.00	100,000.00	.00
330-572-630	LCWA Grant - Boat Ramp	.00	.00	80,000.00	80,000.00	.00
330-572-635	State DEP Grant	.00	.00	300,000.00	300,000.00	.00
Total PARKS & RECREATION:		.00	.00	480,000.00	480,000.00	.00
CAPITAL - BOAT RAMP Expenditure Total:		.00	.00	480,000.00	480,000.00	.00
Net Total CAPITAL - BOAT RAMP:		.00	.00	480,000.00-	480,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - LEAD SERVICE LINE						
WATER UTILITY SERVICES						
341-533-460	REPAIR & MAINTENANCE	.00	.00	.00	.00	.00
Total WATER UTILITY SERVICES:		.00	.00	.00	.00	.00
CAPITAL - LEAD SERVICE LINE Expenditure Total:		.00	.00	.00	.00	.00
Net Total CAPITAL - LEAD SERVICE LINE:		.00	.00	.00	.00	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
FOSGATE TRAIL CONNECTION						
PARKS & RECREATION						
370-572-630	Developer Donations Carry Fwd	.00	.00	100,000.00	100,000.00	.00
Total PARKS & RECREATION:		.00	.00	100,000.00	100,000.00	.00
FOSGATE TRAIL CONNECTION Expenditure Total:		.00	.00	100,000.00	100,000.00	.00
Net Total FOSGATE TRAIL CONNECTION:		.00	.00	100,000.00-	100,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - IMPACT FEE STUDY						
FINANCE & ADMINISTRATIVE						
380-513-310	Capital - Impact fee study	.00	.00	.00	.00	.00
Total FINANCE & ADMINISTRATIVE:		.00	.00	.00	.00	.00
CAPITAL - IMPACT FEE STUDY Expenditure Total:		.00	.00	.00	.00	.00
Net Total CAPITAL - IMPACT FEE STUDY:		.00	.00	.00	.00	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL -PW & IMPACT						
PUBIC WORKS						
390-539-605	Capital - PW Cap & Impact	9,342.00	9,342.00	.00	9,342.00-	.00
	Total PUBIC WORKS:	9,342.00	9,342.00	.00	9,342.00-	.00
	CAPITAL -PW & IMPACT Expenditure Total:	9,342.00	9,342.00	.00	9,342.00-	.00
	Net Total CAPITAL -PW & IMPACT:	9,342.00-	9,342.00-	.00	9,342.00	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
WATER						
WATER UTILITY SERVICES						
400-533-120	Regular Salaries & Wages	13,754.84	13,754.84	286,000.00	272,245.16	4.81%
400-533-140	Overtime	698.24	698.24	12,500.00	11,801.76	5.59%
400-533-210	FICA Matching	1,191.76	1,191.76	22,835.25	21,643.49	5.22%
400-533-220	Retirement Plan	2,633.77	2,633.77	40,648.91	38,015.14	6.48%
400-533-230	Health Insurance	2,774.48	2,774.48	43,560.00	40,785.52	6.37%
400-533-234	Short-Term Disability	159.20	159.20	2,400.00	2,240.80	6.63%
400-533-240	Workers Compensation	.00	.00	6,200.00	6,200.00	.00
400-533-310	Professional Services	.00	.00	6,500.00	6,500.00	.00
400-533-320	Accounting & Auditing	.00	.00	15,000.00	15,000.00	.00
400-533-340	Contractual Services	5,329.34	5,329.34	97,569.90	92,240.56	5.46%
400-533-350	Municode	.00	.00	2,500.00	2,500.00	.00
400-533-400	Travel	.00	.00	1,500.00	1,500.00	.00
400-533-410	Telephone	116.95	116.95	4,500.00	4,383.05	2.60%
400-533-411	Internet	718.92	718.92	8,500.00	7,781.08	8.46%
400-533-420	Postage & Freight	155.53	155.53	3,500.00	3,344.47	4.44%
400-533-430	Utilities	.00	.00	38,000.00	38,000.00	.00
400-533-440	Rentals & Leases	.00	.00	3,000.00	3,000.00	.00
400-533-450	Insurance	14,604.77	14,604.77	63,800.00	49,195.23	22.89%
400-533-460	Repair & Maintenance	.00	.00	45,000.00	45,000.00	.00
400-533-465	Repair & Replace (Retain)	.00	.00	.00	.00	.00
400-533-470	Printing & Copying	.00	.00	1,200.00	1,200.00	.00
400-533-490	Other Current Charges	.00	.00	2,500.00	2,500.00	.00
400-533-495	Bank Finance Charges	1,239.91	1,239.91	10,000.00	8,760.09	12.40%
400-533-510	Office Supplies	.00	.00	1,500.00	1,500.00	.00
400-533-513	TM Allowance	193.82	193.82	3,960.00	3,766.18	4.89%
400-533-520	Operating Supplies	504.24	504.24	22,000.00	21,495.76	2.29%
400-533-521	Uniforms & Clothing	.00	.00	750.00	750.00	.00
400-533-522	Small Tools & Equipment	.00	.00	5,000.00	5,000.00	.00
400-533-524	Fuel	334.44	334.44	4,500.00	4,165.56	7.43%
400-533-540	Subscriptions, Membership	293.74	293.74	1,500.00	1,206.26	19.58%
400-533-550	Seminars And Training	.00	.00	2,279.94	2,279.94	.00
400-533-577	Bulk Water	.00	.00	50,396.00	50,396.00	.00
400-533-605	Irrigation Water	.00	.00	100,000.00	100,000.00	.00
400-533-609	Water Meter Replacement	.00	.00	130,000.00	130,000.00	.00
Total WATER UTILITY SERVICES:		44,703.95	44,703.95	1,039,100.00	994,396.05	4.30%
WATER Expenditure Total:		44,703.95	44,703.95	1,039,100.00	994,396.05	4.30%
Net Total WATER:		44,703.95-	44,703.95-	1,039,100.00-	994,396.05-	4.30%

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
WATER IMPACT FEE FUND						
Department: 533						
410-533-605	Water Impact Fees	.00	.00	300,000.00	300,000.00	.00
410-533-635	Water Impact Fees - Carry Fwd	.00	.00	624,000.00	624,000.00	.00
Total Department: 533:		.00	.00	924,000.00	924,000.00	.00
WATER IMPACT FEE FUND Expenditure Total:		.00	.00	924,000.00	924,000.00	.00
Net Total WATER IMPACT FEE FUND:		.00	.00	924,000.00-	924,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL-WATER ENTERPRISE						
WATER UTILITY SERVICES						
420-533-634	SHAFI Grant	.00	.00	12,970,000.00	12,970,000.00	.00
420-533-640	Water Impact Machinery & Equip	.00	.00	.00	.00	.00
Total WATER UTILITY SERVICES:		.00	.00	12,970,000.00	12,970,000.00	.00
CAPITAL-WATER ENTERPRISE Expenditure Total:		.00	.00	12,970,000.00	12,970,000.00	.00
Net Total CAPITAL-WATER ENTERPRISE:		.00	.00	12,970,000.00-	12,970,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
SEWER-ENTERPRISE (WASTE WATER)						
SEWER UTILITY ENTERPRISE						
421-535-120	Regular Salaries & Wages	2,006.79	2,006.79	34,058.00	32,051.21	5.89%
421-535-210	FICA Matching	174.92	174.92	2,605.44	2,430.52	6.71%
421-535-220	Retirement Plan	384.80	384.80	4,325.37	3,940.57	8.90%
421-535-230	Health Insurance	425.24	425.24	11,154.00	10,728.76	3.81%
421-535-234	Short-Term Disability	20.84	20.84	300.00	279.16	6.95%
421-535-239	Other Employer Contributions	.00	.00	100.00	100.00	.00
421-535-240	Workers Compensation	.00	.00	418.00	418.00	.00
421-535-340	Contractual Services	.00	.00	2,069.20	2,069.20	.00
421-535-430	Utilities	.00	.00	2,500.00	2,500.00	.00
421-535-460	Repair & Maintenance Res	.00	.00	62,724.99	62,724.99	.00
421-535-470	Printing & Copying	.00	.00	1,500.00	1,500.00	.00
421-535-513	TM Allowance	27.70	27.70	1,320.00	1,292.30	2.10%
421-535-521	Uniforms & Clothing	.00	.00	250.00	250.00	.00
421-535-576	Bulk Sewer Charges To Clermont	.00	.00	60,000.00	60,000.00	.00
Total SEWER UTILITY ENTERPRISE:		3,040.29	3,040.29	183,325.00	180,284.71	1.66%
SEWER-ENTERPRISE (WASTE WATER) Expenditure Total:		3,040.29	3,040.29	183,325.00	180,284.71	1.66%
Net Total SEWER-ENTERPRISE (WASTE WATER):		3,040.29-	3,040.29-	183,325.00-	180,284.71-	1.66%

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - SEWER ENTERPRISE						
SEWER UTILITY ENTERPRISE						
422-535-630	Intragovernmental Carry Fwd	.00	.00	3,607,840.81	3,607,840.81	.00
422-535-634	Grants - Sewer	.00	.00	19,823,318.00	19,823,318.00	.00
422-535-635	Sewer Grants (DEP)	.00	.00	4,000,000.00	4,000,000.00	.00
Total SEWER UTILITY ENTERPRISE:		.00	.00	27,431,158.81	27,431,158.81	.00
CAPITAL - SEWER ENTERPRISE Expenditure Total:		.00	.00	27,431,158.81	27,431,158.81	.00
Net Total CAPITAL - SEWER ENTERPRISE:		.00	.00	27,431,158.81-	27,431,158.81-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - STORM WATER						
WATER UTILITY SERVICES						
430-533-634	Grants	.00	.00	375,000.00	375,000.00	.00
430-533-635	State Appropriation	.00	.00	1,500,000.00	1,500,000.00	.00
Total WATER UTILITY SERVICES:		.00	.00	1,875,000.00	1,875,000.00	.00
CAPITAL - STORM WATER Expenditure Total:		.00	.00	1,875,000.00	1,875,000.00	.00
Net Total CAPITAL - STORM WATER:		.00	.00	1,875,000.00-	1,875,000.00-	.00

Account Number	Account Title	2024-25 October Actual	YTD Actual	2024-25 Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - LIBRARY						
LIBRARY						
500-571-120	Regular Salaries & Wages	4,560.00	4,560.00	.00	4,560.00-	.00
500-571-140	Overtime	30.00	30.00	.00	30.00-	.00
500-571-210	FICA Matching	470.48	470.48	.00	470.48-	.00
500-571-410	Telephone	45.44	45.44	.00	45.44-	.00
500-571-605	Intragovernmental Grant - Lib	.00	.00	895,745.20	895,745.20	.00
500-571-635	MV ARPA Funds (w/ Interest)	18,009.81	18,009.81	425,310.35	407,300.54	4.23%
Total LIBRARY:		23,115.73	23,115.73	1,321,055.55	1,297,939.82	1.75%
CAPITAL - LIBRARY Expenditure Total:		23,115.73	23,115.73	1,321,055.55	1,297,939.82	1.75%
Net Total CAPITAL - LIBRARY:		23,115.73-	23,115.73-	1,321,055.55-	1,297,939.82-	1.75%
Net Grand Totals:		274,243.39-	274,243.39-	49,722,773.37-	49,448,529.98-	0.55%

Report Criteria:

- Accounts to include: With balances or activity
- Print Fund Titles
- Page and Total by Fund
- Include Sources: None
- Print Source Titles
- Total by Source
- Include Revenues: None
- Exclude Departments: 559
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
24104										
10/24	10/02/2024	24104	490	A-1 Sod, Inc	226750	1	360-572-635	.00	13,530.00	13,530.00
	Total 24104:									
										13,530.00
24105										
10/24	10/02/2024	24105	317	Aetna - Silverscript	6234-NOV24	1	001-571-230	.00	101.80	101.80
	Total 24105:									
										101.80
24106										
10/24	10/02/2024	24106	499	Big E Environmental, Llc	INV4123	1	500-571-635	.00	5,896.00	5,896.00
10/24	10/31/2024	24106	499	Big E Environmental, Llc	INV4123	1	500-571-635	.00	5,896.00-	5,896.00- V
	Total 24106:									
										.00
24107										
10/24	10/02/2024	24107	324	Builders Firstsource	74366986	1	500-571-635	.00	9,392.60	9,392.60
10/24	10/02/2024	24107	324	Builders Firstsource	74404778	1	500-571-635	.00	197.80	197.80
	Total 24107:									
										9,590.40
24108										
10/24	10/02/2024	24108	479	City Electric Supply Clermont	CLR/203105	1	001-572-606	.00	42.80	42.80
10/24	10/02/2024	24108	479	City Electric Supply Clermont	CLR/203299	1	500-571-635	.00	72.74	72.74
10/24	10/02/2024	24108	479	City Electric Supply Clermont	CLR/203370	1	500-571-635	.00	707.79	707.79
10/24	10/02/2024	24108	479	City Electric Supply Clermont	CLR/203348	1	500-571-635	.00	719.65	719.65
	Total 24108:									
										1,542.98
24109										
10/24	10/02/2024	24109	362	Civicplus, LLC	312118	1	001-511-540	.00	1,202.25	1,202.25
	Total 24109:									
										1,202.25

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
24110										
10/24	10/02/2024	24110	24	Dave Symonds & Associates	34506	1	400-533-520	.00	752.24	752.24
	Total 24110:									752.24
24111										
10/24	10/02/2024	24111	430	Deanco Building Solutions, Inc	128716	1	001-571-340	.00	435.00	435.00
	Total 24111:									435.00
24112										
10/24	10/02/2024	24112	27	Duke Energy	1794-Sep24	1	400-533-430	.00	1,569.96	1,569.96
10/24	10/02/2024	24112	27	Duke Energy	2018-Sep24	1	001-513-430	.00	533.77	533.77
10/24	10/02/2024	24112	27	Duke Energy	2018-Sep24	2	400-533-430	.00	533.77	533.77
10/24	10/02/2024	24112	27	Duke Energy	2282-Sep24	1	400-533-430	.00	358.52	358.52
10/24	10/02/2024	24112	27	Duke Energy	2513-Sep24	1	001-520-430	.00	210.45	210.45
10/24	10/02/2024	24112	27	Duke Energy	3126-Sep24	1	001-541-431	.00	105.79	105.79
10/24	10/02/2024	24112	27	Duke Energy	3340-Sep24	1	001-571-430	.00	161.94	161.94
	Total 24112:									3,474.20
24113										
10/24	10/02/2024	24113	358	Express Employment Professional	31377924	1	400-533-340	.00	394.99	394.99
10/24	10/02/2024	24113	358	Express Employment Professional	31377924	2	400-533-340	.00	198.00	198.00
	Total 24113:									592.99
24114										
10/24	10/02/2024	24114	126	Florida Blue	61806130	1	001-571-230	.00	204.90	204.90
	Total 24114:									204.90
24115										
10/24	10/02/2024	24115	308	Gatorskitch Architects & Planners	24-013-1	1	140-572-631	.00	6,250.00	6,250.00
	Total 24115:									6,250.00
24116										
10/24	10/02/2024	24116	55	Kathleen Gifford	1012024	1	001-574-481	.00	7.50	7.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24116:										
24117	10/24	10/02/2024	24117	498 Master Construction Products, Inc	INV345758	1	140-572-631	.00	597.20	597.20
Total 24117:										
24118	10/24	10/02/2024	24118	369 Pack #786	9262024	1	001-511-551	.00	500.00	500.00
Total 24118:										
24119	10/24	10/02/2024	24119	81 Plant Technicians, Inc	INV-2403277	1	400-533-340	.00	70.00	70.00
10/24	10/02/2024	24119	81	Plant Technicians, Inc	INV-2403277	2	400-533-340	.00	75.00	75.00
Total 24119:										
24120	10/24	10/02/2024	24120	325 Preferred Materials Inc	2197865	1	140-572-631	.00	3,670.00	3,670.00
Total 24120:										
24121	10/24	10/02/2024	24121	562 Rafaeline Rodriguez	705	1	500-571-635	.00	9,342.00	9,342.00
Total 24121:										
24122	10/24	10/02/2024	24122	200 The Lake Doctors, Inc	1921192	1	001-541-462	.00	561.00	561.00
10/24	10/02/2024	24122	200	The Lake Doctors, Inc	1934012	1	001-541-462	.00	100.00	100.00
Total 24122:										
24123	10/24	10/02/2024	24123	600 The Sherwin Williams Co	5062-8	1	500-571-635	.00	719.80	719.80
10/24	10/02/2024	24123	600	The Sherwin Williams Co	9522-3	1	500-571-635	.00	238.73	238.73

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24123:										
24124	10/24	24124	352	Town of Oakland	4776-SEP24	1	400-533-577	.00	1,459.80	1,459.80
Total 24124:										
24125	10/24	24125	255	Woodard & Curran	239660	1	410-533-635	.00	2,543.75	2,543.75
Total 24125:										
24126	10/24	24126	255	Woodard & Curran	239668	1	422-535-634	.00	46,562.75	46,562.75
Total 24126:										
24127	10/24	24127	255	Woodard & Curran	239669	1	400-533-310	.00	6,818.50	6,818.50
Total 24127:										
24128	10/24	24128	128	Jose Nelson Brierty	9272024	1	001-520-343	.00	239.85	239.85
Total 24128:										
24129	10/24	24129	289	Kyle A. Worfel	9302024	1	001-520-343	.00	292.30	292.30
Total 24129:										
24130	10/24	24130	376	Umana Security Services, LLC	10012024	1	001-520-343	.00	609.00	609.00
10/24	10/03/2024	24130	376	Umana Security Services, LLC	9252024	1	001-520-343	.00	609.00	609.00
10/24	10/03/2024	24130	376	Umana Security Services, LLC	9302024	1	001-520-343	.00	609.00	609.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24130:										
								.00		1,827.00
24131										
10/24	10/03/2024	24131	396	City of Clermont-Utility Dept	2459391	1	421-535-576	.00	2,547.17	2,547.17
10/24	10/03/2024	24131	396	City of Clermont-Utility Dept	2460597	1	421-535-576	.00	2,459.81	2,459.81
Total 24131:										
								.00		5,006.98
24132										
10/24	10/03/2024	24132	170	Crest Concrete	1638	1	140-572-631	.00	2,550.00	2,550.00
Total 24132:										
								.00		2,550.00
24133										
10/24	10/03/2024	24133	57	Lake Apopka Natural Gas District	3337-SEP24	1	001-571-430	.00	60.74	60.74
10/24	10/03/2024	24133	57	Lake Apopka Natural Gas District	4959-SEP24	1	400-533-430	.00	38.82	38.82
Total 24133:										
								.00		99.56
24134										
10/24	10/03/2024	24134	601	Orlando Marriott Lake Mary	84974221	1	001-513-550	.00	477.00	477.00
10/24	10/15/2024	24134	601	Orlando Marriott Lake Mary	84974221	1	001-513-550	.00	477.00-	477.00- V
Total 24134:										
								.00		.00
24135										
10/24	10/03/2024	24135	81	Plant Technicians, Inc	INV-2403234	1	400-533-340	.00	277.00	277.00
10/24	10/03/2024	24135	81	Plant Technicians, Inc	INV-2403254	1	400-533-340	.00	847.00	847.00
Total 24135:										
								.00		1,124.00
24136										
10/24	10/03/2024	24136	386	Table Top Catering	E06565	1	001-511-491	.00	1,201.54	1,201.54
Total 24136:										
								.00		1,201.54
24137										
10/24	10/03/2024	24137	361	Padilla's Landscaping	3057	1	001-572-340	.00	733.60	733.60

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/03/2024	24137	361	Padilla's Landscaping	3057	2	001-541-340	.00	1,100.40	1,100.40
10/24	10/03/2024	24137	361	Padilla's Landscaping	3205	1	001-572-340	.00	733.60	733.60
10/24	10/03/2024	24137	361	Padilla's Landscaping	3205	2	001-541-340	.00	1,100.40	1,100.40
10/24	10/03/2024	24137	361	Padilla's Landscaping	3240	1	001-572-340	.00	733.60	733.60
10/24	10/03/2024	24137	361	Padilla's Landscaping	3240	2	001-541-340	.00	1,100.40	1,100.40
Total 24137:										
24138										
10/24	10/08/2024	24138	602	Allen Smith	10072024	1	400-533-524	.00	21.69	21.69
Total 24138:										
24139										
10/24	10/08/2024	24139	603	Andrea Adams	5182024	1	001-203100	.00	110.00	110.00
Total 24139:										
24140										
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203256	1	500-571-635	.00	611.65	611.65
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203356	1	500-571-635	.00	4.86	4.86
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203405	1	500-571-635	.00	485.76	485.76
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203411	1	500-571-635	.00	433.09	433.09
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203444	1	500-571-635	.00	141.01	141.01
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203352	1	500-571-635	.00	47.81	47.81
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203406	1	500-571-635	.00	13.89	13.89
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203409	1	500-571-635	.00	120.48	120.48
10/24	10/08/2024	24140	479	City Electric Supply Clermont	CLR/203410	1	500-571-635	.00	469.61	469.61
Total 24140:										
24141										
10/24	10/08/2024	24141	27	Duke Energy	9320-SEP24	1	400-533-430	.00	714.49	714.49
Total 24141:										
24142										
10/24	10/08/2024	24142	546	Duke Energy	F533330870	1	500-571-635	.00	7,951.34	7,951.34

M = Manual Check, V = Void Check

Check Issue Dates: 10/1/2024 - 10/31/2024

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24142:										
								.00		7,951.34
24143										
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	1	001-511-450	.00	888.85	888.85
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	2	001-513-450	.00	2,109.57	2,109.57
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	3	001-519-450	.00	590.68	590.68
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	4	001-520-450	.00	216.02	216.02
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	5	001-522-450	.00	810.07	810.07
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	6	001-524-450	.00	360.03	360.03
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	7	001-539-450	.00	877.58	877.58
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	8	001-541-450	.00	1,046.35	1,046.35
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	9	001-574-450	.00	287.31	287.31
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	10	001-569-450	.00	292.53	292.53
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	11	001-571-450	.00	922.59	922.59
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	12	001-572-450	.00	2,446.59	2,446.59
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	13	400-533-450	.00	6,525.60	6,525.60
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	14	001-511-450	.00	14.11	14.11
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	15	001-513-450	.00	33.48	33.48
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	16	001-519-450	.00	9.38	9.38
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	17	001-520-450	.00	3.43	3.43
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	18	001-522-450	.00	12.86	12.86
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	19	001-524-450	.00	5.71	5.71
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	20	001-539-450	.00	13.93	13.93
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	21	001-541-450	.00	16.61	16.61
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	22	001-574-450	.00	4.56	4.56
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	23	001-569-450	.00	4.64	4.64
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	24	001-571-450	.00	14.64	14.64
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	25	001-572-450	.00	38.83	38.83
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	26	400-533-450	.00	103.57	103.57
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	27	001-511-450	.00	61.26	61.26
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	28	001-513-450	.00	145.40	145.40
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	29	001-519-450	.00	40.71	40.71
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	30	001-520-450	.00	14.89	14.89
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	31	001-522-450	.00	55.84	55.84
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	32	001-524-450	.00	24.82	24.82
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	33	001-539-450	.00	60.49	60.49
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	34	001-541-450	.00	72.12	72.12
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	35	001-574-450	.00	19.80	19.80

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	36	001-569-450	.00	20.16	20.16
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	37	001-571-450	.00	63.59	63.59
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	38	001-572-450	.00	168.63	168.63
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	39	400-533-450	.00	449.78	449.78
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	40	001-511-450	.00	8.88	8.88
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	41	001-513-450	.00	21.07	21.07
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	42	001-519-450	.00	5.90	5.90
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	43	001-520-450	.00	2.16	2.16
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	44	001-522-450	.00	8.09	8.09
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	45	001-524-450	.00	3.60	3.60
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	46	001-539-450	.00	8.76	8.76
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	47	001-541-450	.00	10.45	10.45
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	48	001-574-450	.00	2.87	2.87
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	49	001-569-450	.00	2.92	2.92
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	50	001-571-450	.00	9.21	9.21
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	51	001-572-450	.00	24.43	24.43
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	52	400-533-450	.00	65.17	65.17
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	53	001-511-450	.00	1,004.96	1,004.96
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	54	001-513-450	.00	2,385.20	2,385.20
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	55	001-519-450	.00	667.86	667.86
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	56	001-520-450	.00	244.24	244.24
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	57	001-522-450	.00	915.92	915.92
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	58	001-524-450	.00	407.07	407.07
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	59	001-539-450	.00	992.24	992.24
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	60	001-541-450	.00	1,183.06	1,183.06
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	61	001-574-450	.00	324.85	324.85
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	62	001-569-450	.00	330.75	330.75
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	63	001-571-450	.00	1,043.13	1,043.13
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	64	001-572-450	.00	2,766.25	2,766.25
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	65	400-533-450	.00	7,378.22	7,378.22
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	66	001-511-450	.00	131.35	131.35
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	67	001-513-450	.00	366.77	366.77
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	68	001-519-450	.00	164.88	164.88
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	69	001-520-450	.00	97.63	97.63
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	70	001-522-450	.00	40.43	40.43
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	71	001-524-450	.00	157.78	157.78
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	72	001-539-450	.00	118.34	118.34
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	73	001-541-450	.00	130.17	130.17
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	74	001-574-450	.00	69.42	69.42

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	75	001-569-450	.00	80.27	80.27
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	76	001-571-450	.00	558.54	558.54
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	77	001-572-450	.00	1,104.97	1,104.97
10/24	10/08/2024	24143	37	Florida Municipal Insurance Trust	INV-40852-X	78	400-533-450	.00	82.43	82.43
Total 24143:										41,767.25
24144										
10/24	10/08/2024	24144	529	HD Cameras USA	4357	1	001-571-460	.00	25,291.14	25,291.14
10/24	10/08/2024	24144	529	HD Cameras USA	4358	1	001-520-460	.00	19,367.82	19,367.82
10/24	10/08/2024	24144	529	HD Cameras USA	4364	1	001-520-460	.00	7,520.73	7,520.73
10/24	10/08/2024	24144	529	HD Cameras USA	4372	1	400-533-465	.00	3,215.64	3,215.64
Total 24144:										55,395.33
24145										
10/24	10/08/2024	24145	215	John Arellano	10182024	1	500-571-635	.00	281.45	281.45
10/24	10/08/2024	24145	215	John Arellano	10182024	2	500-571-635	.00	245.00	245.00
Total 24145:										526.45
24146										
10/24	10/08/2024	24146	531	Lakeside Inn	E10564	3	001-513-492	.00	1,901.00	1,901.00
Total 24146:										1,901.00
24147										
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12378	1	001-514-310	.00	4,965.00	4,965.00
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12379	1	001-202600	.00	82.50	82.50
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12380	1	001-524-313	.00	72.00	72.00
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12381	1	001-202600	.00	110.00	110.00
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12382	1	001-519-310	.00	115.00	115.00
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12383	1	001-202600	.00	165.00	165.00
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12384	1	001-202600	.00	137.50	137.50
10/24	10/08/2024	24147	64	Law Office of Anita Geraci-Carver,	12385	1	001-202600	.00	55.00	55.00
Total 24147:										5,702.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
24148										
10/24	10/08/2024	24148	589	Mld Florida Metal Roofing Supply	4647	1	500-571-635	.00	630.00	630.00
	Total 24148:									
									630.00	630.00
24149										
10/24	10/08/2024	24149	398	P & S Graphics	00756	1	001-572-460	.00	5,486.00	5,486.00
	Total 24149:									
									5,486.00	5,486.00
24150										
10/24	10/08/2024	24150	269	Paul Larino	10082024	1	001-513-540	.00	15.00	15.00
	Total 24150:									
									15.00	15.00
24151										
10/24	10/08/2024	24151	315	Sanford Herald	10082024	1	001-574-481	.00	1,494.00	1,494.00
	Total 24151:									
									1,494.00	1,494.00
24152										
10/24	10/08/2024	24152	228	Terry Powers	9182024	1	001-574-481	.00	1,420.00	1,420.00
	Total 24152:									
									1,420.00	1,420.00
24153										
10/24	10/08/2024	24153	119	Valli Information Systems, Inc	96772	1	400-533-340	.00	559.00	559.00
	Total 24153:									
									559.00	559.00
24154										
10/24	10/08/2024	24154	107	Waste Pro of Florida inc.	0001417115	1	001-534-340	.00	18,397.94	18,397.94
10/24	10/08/2024	24154	107	Waste Pro of Florida inc.	0001417117	1	001-534-340	.00	2,104.74	2,104.74
10/24	10/08/2024	24154	107	Waste Pro of Florida inc.	0001417121	1	001-534-340	.00	2,922.62	2,922.62
	Total 24154:									
									23,425.30	23,425.30
24155										
10/24	10/08/2024	24155	255	Woodard & Curran	237928	1	341-533-460	.00	26,730.00	26,730.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24155:										
24157	10/24	10/14/2024	24157	604 Capet Tile Depot	QT3795	1	500-571-635	.00	35,920.52	35,920.52
Total 24157:										
24158	10/24	10/16/2024	24158	3 AJ's Lawn Care	1092024	1	001-572-345	.00	4,800.00	4,800.00
10/24	10/16/2024	24158	3 AJ's Lawn Care		1092024	2	001-572-345	.00	50.00	50.00
Total 24158:										
24159	10/24	10/16/2024	24159	358 Express Employment Professional	31402622	1	400-533-340	.00	207.68	207.68
10/24	10/16/2024	24159	358 Express Employment Professional		31402622	2	400-533-340	.00	396.33	396.33
10/24	10/16/2024	24159	358 Express Employment Professional		31402622	3	400-533-340	.00	809.55	809.55
Total 24159:										
24160	10/24	10/16/2024	24160	128 Jose Nelson Briery	10042024	1	001-520-343	.00	256.50	256.50
Total 24160:										
24161	10/24	10/16/2024	24161	289 Kyle A. Worfel	10032024	1	001-520-343	.00	309.10	309.10
Total 24161:										
24162	10/24	10/16/2024	24162	585 Oviedo-Clermont Roofing, Inc	1551	3	500-571-635	.00	19,824.49	19,824.49
Total 24162:										
24163	10/24	10/16/2024	24163	376 Umama Security Services, LLC	10022024	1	001-520-343	.00	84.00	84.00
10/24	10/16/2024	24163	376 Umama Security Services, LLC		10032024	1	001-520-343	.00	609.00	609.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/16/2024	24163	376	Umana Security Services, LLC	10072024	1	001-520-343	.00	609.00	609.00
Total 24163:										
24164	10/16/2024	24164	15	Brick Markers USA, Inc	62049	1	001-202400	.00	175.00	175.00
Total 24164:										
24169	10/24	24169	214	Alpha Inspections, Inc.	MTV061	1	001-519-315	.00	33,019.05	33,019.05
10/24	10/22/2024	24169	214	Alpha Inspections, Inc.	MTV061	2	001-519-315	.00	585.00	585.00
Total 24169:										
24170	10/24	24170	324	Builders Firstsource	74480489	1	500-571-635	.00	47.76	47.76
Total 24170:										
24171	10/24	24171	586	CESO Inc	0148342	1	400-533-490	.00	1,350.00	1,350.00
10/24	10/22/2024	24171	586	CESO Inc	0151010	1	400-533-490	.00	1,285.00	1,285.00
10/24	10/22/2024	24171	586	CESO Inc	0151011	1	500-571-635	.00	13,200.00	13,200.00
Total 24171:										
24172	10/24	24172	298	CFL Power Wash LLC	984	1	001-541-460	.00	2,349.00	2,349.00
10/24	10/22/2024	24172	298	CFL Power Wash LLC	984	2	001-522-460	.00	749.00	749.00
10/24	10/22/2024	24172	298	CFL Power Wash LLC	984	3	001-572-460	.00	350.00	350.00
10/24	10/22/2024	24172	298	CFL Power Wash LLC	984	4	001-520-460	.00	950.00	950.00
Total 24172:										
24173	10/24	24173	479	City Electric Supply Clermont	CLR/203638	1	001-572-606	.00	759.84	759.84
10/24	10/22/2024	24173	479	City Electric Supply Clermont	CLR/203663	1	001-572-606	.00	349.14	349.14
10/24	10/22/2024	24173	479	City Electric Supply Clermont	CLR/203740	1	001-572-606	.00	548.44	548.44

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/22/2024	24173	479	City Electric Supply Clermont	CLR/203813	1	001-572-606	.00	85.62	85.62
10/24	10/22/2024	24173	479	City Electric Supply Clermont	CLR/203413	1	001-572-606	.00	1,040.99	1,040.99
10/24	10/22/2024	24173	479	City Electric Supply Clermont	CLR/203986	1	001-572-606	.00	195.08	195.08
Total 24173: 2,979.11										
24174										
10/24	10/22/2024	24174	346	City of Clermont	SEPT-2024	1	400-209500	.00	19,320.00	19,320.00
Total 24174: 19,320.00										
24175										
10/24	10/22/2024	24175	209	Cory V. Heat and A/C	174110	1	001-513-460	.00	185.00	185.00
10/24	10/22/2024	24175	209	Cory V. Heat and A/C	174114	1	001-513-460	.00	300.00	300.00
10/24	10/22/2024	24175	209	Cory V. Heat and A/C	174115	1	001-513-460	.00	190.00	190.00
Total 24175: 675.00										
24176										
10/24	10/22/2024	24176	23	Courtney Ayers	2139	1	001-574-481	.00	600.00	600.00
10/24	10/22/2024	24176	23	Courtney Ayers	2140	1	001-574-481	.00	350.00	350.00
Total 24176: 950.00										
24177										
10/24	10/22/2024	24177	27	Duke Energy	2872-Oct24	1	001-541-431	.00	126.59	126.59
10/24	10/22/2024	24177	27	Duke Energy	2894-Oct24	1	001-541-431	.00	21.38	21.38
10/24	10/22/2024	24177	27	Duke Energy	4036-Oct24	1	001-541-431	.00	19.01	19.01
10/24	10/22/2024	24177	27	Duke Energy	4458-Oct24	1	001-541-431	.00	528.69	528.69
10/24	10/22/2024	24177	27	Duke Energy	9445-Oct24	1	400-533-430	.00	86.69	86.69
Total 24177: 782.36										
24178										
10/24	10/22/2024	24178	29	Embroidery Works - Photograph -	722680	1	001-574-481	.00	2,055.39	2,055.39
Total 24178: 2,055.39										

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
24179										
10/24	10/22/2024	24179	358	Express Employment Professional	31452818	1	400-533-340	.00	393.46	393.46
10/24	10/22/2024	24179	358	Express Employment Professional	31452818	2	400-533-340	.00	349.43	349.43
10/24	10/22/2024	24179	358	Express Employment Professional	31452818	3	400-533-340	.00	349.43	349.43
	Total 24179:							.00		1,092.32
24180										
10/24	10/22/2024	24180	300	Gannett Medica Corp	0006699938	1	001-513-310	.00	502.58	502.58
10/24	10/22/2024	24180	300	Gannett Medica Corp	0006699938	2	001-513-310	.00	488.33	488.33
10/24	10/22/2024	24180	300	Gannett Medica Corp	0006699938	3	001-513-490	.00	95.22	95.22
10/24	10/22/2024	24180	300	Gannett Medica Corp	0006700193	1	001-513-310	.00	530.22	530.22
	Total 24180:							.00		1,616.35
24181										
10/24	10/22/2024	24181	301	Half	10128072	1	001-202600	.00	287.50	287.50
10/24	10/22/2024	24181	301	Half	10128970	1	001-202600	.00	287.50	287.50
10/24	10/22/2024	24181	301	Half	10128971	1	001-202600	.00	412.50	412.50
10/24	10/22/2024	24181	301	Half	10128973	1	001-202600	.00	287.50	287.50
	Total 24181:							.00		1,275.00
24182										
10/24	10/22/2024	24182	529	HD Cameras USA	4359	1	390-539-605	.00	5,128.12	5,128.12
	Total 24182:							.00		5,128.12
24183										
10/24	10/22/2024	24183	152	I - Tech Support Inc.	0057154	1	001-519-340	.00	323.65	323.65
10/24	10/22/2024	24183	152	I - Tech Support Inc.	0057154	2	400-533-340	.00	323.65	323.65
10/24	10/22/2024	24183	152	I - Tech Support Inc.	0057154	3	001-513-340	.00	323.65	323.65
10/24	10/22/2024	24183	152	I - Tech Support Inc.	0057154	4	001-571-340	.00	323.65	323.65
	Total 24183:							.00		1,294.60
24184										
10/24	10/22/2024	24184	215	John Arellano	1005916	1	500-571-635	.00	398.30	398.30
10/24	10/22/2024	24184	215	John Arellano	10142024	1	500-571-635	.00	257.45	257.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24184:										
24185	10/24	24185	145	Lake County Board of County Offi	174826	1	001-202400	.00	20.00	20.00
Total 24185:										
24186	10/24	24186	58	Lake County BOCC	SEPTEMBE	1	001-208600	.00	5,437.52	5,437.52
10/24	10/22/2024	24186	58	Lake County BOCC	SEPTEMBE	2	001-208500	.00	243.74	243.74
10/24	10/22/2024	24186	58	Lake County BOCC	SEPTEMBE	3	001-208500	.00	675.00	675.00
10/24	10/22/2024	24186	58	Lake County BOCC	SEPTEMBE	4	001-208300	.00	38,804.00	38,804.00
10/24	10/22/2024	24186	58	Lake County BOCC	SEPTEMBE	5	001-208200	.00	15,128.00	15,128.00
10/24	10/22/2024	24186	58	Lake County BOCC	SEPTEMBE	6	001-208400	.00	860.00	860.00
Total 24186:										
24187	10/24	24187	162	Lynch Oil Company, Inc	16122307	1	001-533-524	.00	938.24	938.24
10/24	10/22/2024	24187	162	Lynch Oil Company, Inc	16122307	2	400-533-524	.00	312.75	312.75
Total 24187:										
24188	10/24	24188	498	Master Construction Products, Inc	INV/346741	1	140-572-631	.00	4,887.85	4,887.85
Total 24188:										
24189	10/24	24189	67	Montverde Academy	REF-IMPACT	1	001-208600	.00	5,101.98	5,101.98
10/24	10/22/2024	24189	67	Montverde Academy	REF-IMPACT	2	170-324250	.00	6,967.22	6,967.22
Total 24189:										
24190	10/24	24190	81	Plant Technicians, Inc	INV-2402871	1	400-533-340	.00	500.00	500.00
10/24	10/22/2024	24190	81	Plant Technicians, Inc	INV-2403469	1	400-533-340	.00	87.50	87.50

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24190:										
24191										587.50
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	300.00	300.00
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	322.97	322.97
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	300.00	300.00
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	309.82	309.82
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	309.14	309.14
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	3.31	3.31
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	16.02	16.02
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	6.59	6.59
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	19.20	19.20
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	11.73	11.73
10/24	10/22/2024	24191	416 Pulte Homes		UREFUND-1	1	999-101700	.00	3.77	3.77
Total 24191:										
								.00		1,602.55
24192										
10/24	10/22/2024	24192	562 Rafaeline Rodriguez		689	2	500-571-635	.00	20,000.00	20,000.00
10/24	10/29/2024	24192	562 Rafaeline Rodriguez		689	2	500-571-635	.00	20,000.00-	20,000.00- V
10/24	10/22/2024	24192	562 Rafaeline Rodriguez		706	1	500-571-635	.00	11,985.00	11,985.00
10/24	10/29/2024	24192	562 Rafaeline Rodriguez		706	1	500-571-635	.00	11,985.00-	11,985.00- V
Total 24192:										
								.00		.00
24193										
10/24	10/22/2024	24193	576 Rozar Enterprizes Inc		3128	1	500-571-635	.00	32,328.00	32,328.00
Total 24193:										
								.00		32,328.00
24194										
10/24	10/22/2024	24194	576 Rozar Enterprizes Inc		3130	1	390-539-605	.00	8,181.00	8,181.00
Total 24194:										
								.00		8,181.00
24195										
10/24	10/22/2024	24195	453 Sandra Johnson		10222024	1	001-571-490	.00	97.01	97.01

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24195:										
								.00		97.01
24196										
10/24	10/22/2024	24196	252	Shelley's Septic Tanks, Inc	199885	1	001-513-460	.00	375.00	375.00
10/24	10/22/2024	24196	252	Shelley's Septic Tanks, Inc	199886	1	001-513-460	.00	425.00	425.00
Total 24196:										
								.00		800.00
24197										
10/24	10/22/2024	24197	353	Surface Water Professionals	2024-16	1	001-519-340	.00	1,000.00	1,000.00
10/24	10/22/2024	24197	353	Surface Water Professionals	2024-16	2	001-202600	.00	900.00	900.00
Total 24197:										
								.00		1,900.00
24198										
10/24	10/22/2024	24198	228	Terry Powers	165777	1	001-572-340	.00	318.57	318.57
Total 24198:										
								.00		318.57
24199										
10/24	10/22/2024	24199	119	Valli Information Systems, Inc	97062	1	400-533-340	.00	666.84	666.84
Total 24199:										
								.00		666.84
24200										
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	1	001-513-410	.00	36.07	36.07
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	2	400-533-410	.00	36.07	36.07
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	3	001-539-410	.00	40.44	40.44
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	4	400-533-410	.00	40.44	40.44
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	5	001-520-410	.00	40.44	40.44
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	6	400-533-410	.00	40.44	40.44
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	7	500-571-410	.00	45.44	45.44
10/24	10/22/2024	24200	106	Verizon Wireless	9975435190	8	001-513-410	.00	40.44	40.44
Total 24200:										
								.00		319.78
24201										
10/24	10/22/2024	24201	110	Wex Bank	100304356	1	001-520-524	.00	36.37	36.37

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/22/2024	24201	110	Wex Bank	100304356	2	400-533-524	.00	288.10	288.10
10/24	10/22/2024	24201	110	Wex Bank	100304356	3	001-572-524	.00	145.47	145.47
10/24	10/22/2024	24201	110	Wex Bank	100304356	4	001-539-524	.00	159.48	159.48
Total 24201:										629.42
24202										
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59288	1	380-513-310	.00	1,325.00	1,325.00
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59289	1	380-513-310	.00	1,225.00	1,225.00
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59290	1	380-513-310	.00	1,125.00	1,125.00
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59291	1	380-513-310	.00	1,225.00	1,225.00
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59574	1	380-513-310	.00	650.00	650.00
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59575	1	380-513-310	.00	605.00	605.00
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59576	1	380-513-310	.00	580.00	580.00
10/24	10/22/2024	24202	485	Willdan Financial Services	010-59577	1	380-513-310	.00	1,025.00	1,025.00
Total 24202:										7,760.00
24203										
10/24	10/22/2024	24203	271	Xerox Corporation	022282602	1	001-519-470	.00	54.11	54.11
10/24	10/22/2024	24203	271	Xerox Corporation	022282602	2	001-513-470	.00	54.11	54.11
10/24	10/22/2024	24203	271	Xerox Corporation	022282602	3	001-572-470	.00	54.11	54.11
10/24	10/22/2024	24203	271	Xerox Corporation	022282602	4	400-533-470	.00	54.12	54.12
Total 24203:										216.45
24204										
10/24	10/22/2024	24204	128	Jose Nelson Brierly	10162024	1	001-520-343	.00	325.65	325.65
10/24	10/22/2024	24204	128	Jose Nelson Brierly	10172024	1	001-520-343	.00	343.75	343.75
Total 24204:										669.40
24205										
10/24	10/22/2024	24205	289	Kyle A. Worfel	10162024	1	001-520-343	.00	233.75	233.75
10/24	10/22/2024	24205	289	Kyle A. Worfel	10182024	1	001-520-343	.00	228.85	228.85
Total 24205:										462.60

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24206										
10/24	10/22/2024	24206	376	Umana Security Services, LLC	10142024	1	001-520-343	.00	346.50	346.50
10/24	10/22/2024	24206	376	Umana Security Services, LLC	10152024	1	001-520-343	.00	346.50	346.50
10/24	10/22/2024	24206	376	Umana Security Services, LLC	10172024	1	001-520-343	.00	609.00	609.00
	Total 24206:							.00	1,302.00	1,302.00
24207										
10/24	10/22/2024	24207	16	Cash	MVD2024	1	001-574-481	.00	800.00	800.00
	Total 24207:							.00	800.00	800.00
24208										
10/24	10/22/2024	24208	297	Evans Media Source, LLC	MVD2024	1	001-574-481	.00	1,400.00	1,400.00
	Total 24208:							.00	1,400.00	1,400.00
24209										
10/24	10/22/2024	24209	605	Groove Infusion	MVD2024	1	001-574-481	.00	1,000.00	1,000.00
	Total 24209:							.00	1,000.00	1,000.00
24210										
10/24	10/22/2024	24210	606	Highstung Productions LLC	MVD2024	1	001-574-481	.00	2,500.00	2,500.00
	Total 24210:							.00	2,500.00	2,500.00
24211										
10/24	10/22/2024	24211	378	Juliene Botticello	MVD2024	1	001-574-481	.00	725.00	725.00
	Total 24211:							.00	725.00	725.00
24212										
10/24	10/22/2024	24212	607	Paul Bunyan Lumberjack Show, In	MVD2024	1	001-574-481	.00	9,400.00	9,400.00
	Total 24212:							.00	9,400.00	9,400.00
24213										
10/24	10/22/2024	24213	226	Pooof Productions, LLC	MVD2024	1	001-574-481	.00	400.00	400.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24213:										
								.00		400.00
24214										
10/24	10/22/2024	24214	87	Rockitfy, LLC	MVD2024	1	001-574-481	.00	1,200.00	1,200.00
Total 24214:										
								.00		1,200.00
24215										
10/24	10/22/2024	24215	419	Sam Metro	MVD2024	1	001-574-481	.00	375.00	375.00
Total 24215:										
								.00		375.00
24216										
10/24	10/22/2024	24216	397	The Smoking Jackets	MVD2024	1	001-574-481	.00	2,000.00	2,000.00
Total 24216:										
								.00		2,000.00
24217										
10/24	10/22/2024	24217	303	Uso's Polynesian Entertainment	MVD2024	1	001-574-481	.00	950.00	950.00
Total 24217:										
								.00		950.00
24218										
10/24	10/29/2024	24218	324	Builders Firstsource	73486189	1	500-571-635	.00	417.60	417.60
10/24	10/29/2024	24218	324	Builders Firstsource	73486189	2	500-571-635	.00	139.30	139.30
10/24	10/29/2024	24218	324	Builders Firstsource	73801602	1	500-571-635	.00	497.00	497.00
10/24	10/29/2024	24218	324	Builders Firstsource	73803554	1	500-571-635	.00	468.92	468.92
10/24	10/29/2024	24218	324	Builders Firstsource	73852779	1	500-571-635	.00	64.02	64.02
10/24	10/29/2024	24218	324	Builders Firstsource	73890237	1	500-571-635	.00	481.00	481.00
Total 24218:										
								.00		954.04
24219										
10/24	10/29/2024	24219	479	City Electric Supply Clermont	CLR/203496	1	500-571-635	.00	819.34	819.34
10/24	10/29/2024	24219	479	City Electric Supply Clermont	CLR/204044	1	500-571-635	.00	361.84	361.84
Total 24219:										
								.00		1,181.18

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
24220										
10/24	10/29/2024	24220	22	Comcast	3222-Oct24	1	400-533-411	.00	309.46	309.46
10/24	10/29/2024	24220	22	Comcast	3446-Oct24	1	400-533-411	.00	309.46	309.46
10/24	10/29/2024	24220	22	Comcast	6423-Oct24	1	001-520-411	.00	314.46	314.46
10/24	10/29/2024	24220	22	Comcast	6431-Oct24	1	001-520-411	.00	314.46	314.46
	Total 24220:							.00	1,247.84	
24221										
10/24	10/29/2024	24221	414	Dallas Data Systems, Inc	27444	1	001-513-340	.00	3,300.00	3,300.00
10/24	10/29/2024	24221	414	Dallas Data Systems, Inc	27444	2	001-519-340	.00	2,640.00	2,640.00
10/24	10/29/2024	24221	414	Dallas Data Systems, Inc	27444	3	001-541-340	.00	1,980.00	1,980.00
10/24	10/29/2024	24221	414	Dallas Data Systems, Inc	27444	4	400-533-340	.00	890.00	890.00
	Total 24221:							.00	8,810.00	
24222										
10/24	10/29/2024	24222	24	Dave Symonds & Associates	34578	1	400-533-520	.00	504.24	504.24
	Total 24222:							.00	504.24	
24223										
10/24	10/29/2024	24223	27	Duke Energy	1140-Oct24	1	001-541-430	.00	19.85	19.85
10/24	10/29/2024	24223	27	Duke Energy	1398-Oct24	1	001-572-430	.00	331.06	331.06
10/24	10/29/2024	24223	27	Duke Energy	1588-Oct24	1	001-541-431	.00	1,394.67	1,394.67
10/24	10/29/2024	24223	27	Duke Energy	2711-Oct24	1	400-533-430	.00	299.11	299.11
10/24	10/29/2024	24223	27	Duke Energy	3564-Oct24	1	001-541-430	.00	116.51	116.51
10/24	10/29/2024	24223	27	Duke Energy	3803-Oct24	1	001-541-431	.00	32.49	32.49
10/24	10/29/2024	24223	27	Duke Energy	4250-Oct24	1	001-572-430	.00	223.81	223.81
10/24	10/29/2024	24223	27	Duke Energy	4656-Oct24	1	400-533-430	.00	263.95	263.95
10/24	10/29/2024	24223	27	Duke Energy	4870-Oct24	1	400-533-430	.00	305.13	305.13
10/24	10/29/2024	24223	27	Duke Energy	5092-Oct24	1	001-541-431	.00	664.85	664.85
10/24	10/29/2024	24223	27	Duke Energy	8420-Oct24	1	421-535-430	.00	113.55	113.55
	Total 24223:							.00	3,764.98	
24224										
10/24	10/29/2024	24224	358	Express Employment Professional	31478341	1	400-533-340	.00	394.99	394.99
10/24	10/29/2024	24224	358	Express Employment Professional	31478341	2	400-533-340	.00	900.00	900.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/29/2024	24224	358	Express Employment Professional	31478341	3	400-533-340	.00	28.69	28.69
Total 24224:										
24225	10/24	24225	404	Fun Times Bounce House & Party	MVD2024	1	001-574-481	.00	2,984.50	2,984.50
Total 24225:										
24226	10/24	24226	328	ICMA	10292024	1	001-519-540	.00	209.82	209.82
10/24	10/29/2024	24226	328	ICMA	10292024	2	001-513-540	.00	251.78	251.78
10/24	10/29/2024	24226	328	ICMA	10292024	3	400-533-540	.00	293.74	293.74
10/24	10/29/2024	24226	328	ICMA	10292024	4	001-524-550	.00	83.94	83.94
Total 24226:										
24227	10/24	24227	608	Kiera Pergram	REF-RRDEP	1	001-341215	.00	700.00	700.00
Total 24227:										
24228	10/24	24228	289	Kyle A. Worfel	10232024	1	001-520-343	.00	236.65	236.65
10/24	10/29/2024	24228	289	Kyle A. Worfel	10242024	1	001-520-343	.00	235.25	235.25
10/24	10/29/2024	24228	289	Kyle A. Worfel	10252024	1	001-520-343	.00	177.80	177.80
10/24	10/29/2024	24228	289	Kyle A. Worfel	10272024	1	001-520-343	.00	316.00	316.00
Total 24228:										
24229	10/24	24229	369	Pack #786	MVD2024	1	001-574-481	.00	500.00	500.00
Total 24229:										
24230	10/24	24230	269	Paul Larino	10282024	1	001-574-482	.00	1,133.76	1,133.76
10/24	10/29/2024	24230	269	Paul Larino	10282024	2	001-574-482	.00	939.48	939.48
10/24	10/29/2024	24230	269	Paul Larino	10282024	3	001-574-481	.00	432.18	432.18

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/29/2024	24230	269	Paul Larino	10282024	4	001-574-485	.00	227.81	227.81
10/24	10/29/2024	24230	269	Paul Larino	10282024	5	001-574-481	.00	412.38	412.38
Total 24230: 3,145.61										
24231										
10/24	10/29/2024	24231	562	Rafaeline Rodriguez	689	4	500-571-635	.00	7,740.50	7,740.50
10/24	10/29/2024	24231	562	Rafaeline Rodriguez	706	1	500-571-635	.00	11,985.00	11,985.00
Total 24231: 19,725.50										
24232										
10/24	10/29/2024	24232	88	Seco Energy	0010-Oct24	1	001-541-431	.00	936.91	936.91
10/24	10/29/2024	24232	88	Seco Energy	2802-Oct24	1	001-541-431	.00	786.11	786.11
10/24	10/29/2024	24232	88	Seco Energy	5800-Oct24	1	001-541-431	.00	180.00	180.00
10/24	10/29/2024	24232	88	Seco Energy	9513-Oct24	1	001-541-431	.00	151.00	151.00
Total 24232: 2,054.02										
24233										
10/24	10/29/2024	24233	252	Shelley's Septic Tanks, Inc	200050	1	001-513-460	.00	425.00	425.00
10/24	10/29/2024	24233	252	Shelley's Septic Tanks, Inc	200051	1	001-513-460	.00	375.00	375.00
10/24	10/29/2024	24233	252	Shelley's Septic Tanks, Inc	200052	1	001-572-460	.00	550.00	550.00
Total 24233: 1,350.00										
24234										
10/24	10/29/2024	24234	112	Summit Broadband	1024546520	1	001-513-411	.00	100.00	100.00
10/24	10/29/2024	24234	112	Summit Broadband	1024546520	2	001-519-411	.00	100.00	100.00
10/24	10/29/2024	24234	112	Summit Broadband	1024546520	3	001-571-411	.00	100.00	100.00
10/24	10/29/2024	24234	112	Summit Broadband	1024546520	4	001-572-411	.00	100.00	100.00
10/24	10/29/2024	24234	112	Summit Broadband	1024546520	5	400-533-411	.00	100.00	100.00
Total 24234: 500.00										
24235										
10/24	10/29/2024	24235	305	Superior Fence and Rail of Lake	20240813TO	1	390-539-605	.00	9,499.67	9,499.67

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24235:										
24236	10/24	24236	353	Surface Water Professionals	MK0324MV	1	001-519-340	.00	3,750.00	3,750.00
Total 24236:										
24237	10/24	24237	352	Town of Oakland	4776-OCT24	1	400-533-577	.00	1,634.79	1,634.79
Total 24237:										
24238	10/24	24238	376	Umana Security Services, LLC	10212024	1	001-520-343	.00	346.50	346.50
10/24	10/29/2024	24238	376	Umana Security Services, LLC	10222024	1	001-520-343	.00	459.00	459.00
10/24	10/29/2024	24238	376	Umana Security Services, LLC	10232024	1	001-520-343	.00	609.00	609.00
10/24	10/29/2024	24238	376	Umana Security Services, LLC	10242024	1	001-520-343	.00	609.00	609.00
Total 24238:										
24239	10/24	24239	239	United Rentals	236502391-0	1	500-571-635	.00	3,643.44	3,643.44
Total 24239:										
24240	10/24	24240	26	Don Haven	MVD2024	1	001-574-481	.00	1,700.00	1,700.00
10/24	10/29/2024	24240	26	Don Haven	MVD2024	2	001-574-485	.00	500.00	500.00
Total 24240:										
24241	10/24	24241	301	Half	10128975	1	001-202600	.00	412.50	412.50
Total 24241:										
24242	10/24	24242	8	Bank of America	2709-OCT24	1	001-571-490	.00	49.99	49.99

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Check Issue Dates: 10/1/2024 - 10/31/2024

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/30/2024	24242	8	Bank of America	2709-OCT24	2	001-571-510	.00	166.12	166.12
10/24	10/30/2024	24242	8	Bank of America	2709-OCT24	3	001-574-481	.00	1,000.00	1,000.00
10/24	10/30/2024	24242	8	Bank of America	2709-OCT24	4	001-574-481	.00	2,902.00	2,902.00
10/24	10/30/2024	24242	8	Bank of America	2709-OCT24	5	001-574-481	.00	2,000.00	2,000.00
10/24	10/30/2024	24242	8	Bank of America	2709-OCT24	6	001-513-490	.00	52.75	52.75
10/24	10/30/2024	24242	8	Bank of America	6477-OCT24	1	001-513-510	.00	29.27	29.27
10/24	10/30/2024	24242	8	Bank of America	6477-OCT24	2	001-519-510	.00	29.27	29.27
10/24	10/30/2024	24242	8	Bank of America	6477-OCT24	3	001-571-510	.00	29.27	29.27
10/24	10/30/2024	24242	8	Bank of America	6477-OCT24	4	400-533-510	.00	29.25	29.25
10/24	10/30/2024	24242	8	Bank of America	9514-OCT24	1	001-539-460	.00	218.46	218.46
10/24	10/30/2024	24242	8	Bank of America	9514-OCT24	2	001-539-460	.00	420.38	420.38
Total 24242:										6,926.76
24243										
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	1	001-572-606	.00	273.02	273.02
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	2	001-572-524	.00	50.91	50.91
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	3	001-572-606	.00	91.41	91.41
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	4	001-572-606	.00	41.27	41.27
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	5	001-574-481	.00	35.87	35.87
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	6	001-539-460	.00	99.68	99.68
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	7	001-572-606	.00	46.93	46.93
10/24	10/30/2024	24243	95	The Home Depot Credit Services	1599-OCT24	8	001-572-524	.00	38.96	38.96
Total 24243:										678.05
24244										
10/24	10/30/2024	24244	362	Civicplus, LLC	315011	1	001-519-350	.00	236.25	236.25
Total 24244:										236.25
24245										
10/24	10/30/2024	24245	239	United Rentals	237482157-0	1	500-571-635	.00	1,622.82	1,622.82
Total 24245:										1,622.82
24246										
10/24	10/30/2024	24246	215	John Arellano	548165693	1	500-571-635	.00	252.61	252.61

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24246:										
24247	10/24	24247	65	Lowe's	4667-OCT24	1	400-533-520	.00	500.19	500.19
	10/24	24247	65	Lowe's	4667-OCT24	2	001-513-460	.00	500.00	500.00
	10/24	24247	65	Lowe's	4667-OCT24	3	001-513-460	.00	500.00-	500.00-
	10/24	24247	65	Lowe's	4667-OCT24	4	001-513-460	.00	373.75	373.75
	10/24	24247	65	Lowe's	4667-OCT24	5	001-571-490	.00	4,080.25	4,080.25
	10/24	24247	65	Lowe's	4667-OCT24	6	001-572-606	.00	1,660.21	1,660.21
Total 24247:										
24248	10/24	24248	200	The Lake Doctors, Inc	1934948	1	001-541-462	.00	561.00	561.00
Total 24248:										
24249	10/24	24249	562	Rafaeline Rodriguez	708	1	500-571-635	.00	16,575.00	16,575.00
Total 24249:										
24250	10/24	24250	562	Rafaeline Rodriguez	709	1	500-571-635	.00	1,890.00	1,890.00
Total 24250:										
24251	10/24	24251	490	A-1 Sod, Inc	226749	1	001-572-460	.00	12,220.00	12,220.00
Total 24251:										
24252	10/24	24252	288	Chase	1942-Oct24	1	001-574-481	.00	67.96-	67.96-
	10/24	24252	288	Chase	1942-Oct24	2	001-574-481	.00	84.95-	84.95-
	10/24	24252	288	Chase	1942-Oct24	3	001-513-410	.00	53.55-	53.55-
	10/24	24252	288	Chase	1942-Oct24	4	001-574-481	.00	271.84	271.84
	10/24	24252	288	Chase	1942-Oct24	5	001-571-510	.00	444.15	444.15

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/31/2024	24252	288	Chase	1942-Oct24	6	001-571-660	.00	265.12	265.12
10/24	10/31/2024	24252	288	Chase	1942-Oct24	7	001-520-343	.00	1,147.58	1,147.58
10/24	10/31/2024	24252	288	Chase	1942-Oct24	8	001-571-660	.00	2,839.91	2,839.91
10/24	10/31/2024	24252	288	Chase	1942-Oct24	9	400-533-522	.00	358.58	358.58
10/24	10/31/2024	24252	288	Chase	1942-Oct24	10	001-574-481	.00	216.91	216.91
10/24	10/31/2024	24252	288	Chase	1942-Oct24	11	001-572-520	.00	333.63	333.63
10/24	10/31/2024	24252	288	Chase	1942-Oct24	12	001-574-481	.00	555.05	555.05
10/24	10/31/2024	24252	288	Chase	1942-Oct24	13	001-574-481	.00	39.96	39.96
10/24	10/31/2024	24252	288	Chase	1942-Oct24	14	001-571-521	.00	749.67	749.67
10/24	10/31/2024	24252	288	Chase	1942-Oct24	15	001-520-460	.00	32.09	32.09
10/24	10/31/2024	24252	288	Chase	1942-Oct24	16	001-520-343	.00	588.50	588.50
10/24	10/31/2024	24252	288	Chase	1942-Oct24	17	001-539-460	.00	212.49	212.49
10/24	10/31/2024	24252	288	Chase	1942-Oct24	18	001-539-520	.00	223.95	223.95
10/24	10/31/2024	24252	288	Chase	1942-Oct24	19	001-574-481	.00	320.88	320.88
10/24	10/31/2024	24252	288	Chase	1942-Oct24	20	001-571-660	.00	14.99	14.99
10/24	10/31/2024	24252	288	Chase	1942-Oct24	21	001-513-490	.00	271.60	271.60
10/24	10/31/2024	24252	288	Chase	1942-Oct24	22	001-539-490	.00	271.60	271.60
10/24	10/31/2024	24252	288	Chase	1942-Oct24	23	001-571-490	.00	271.60	271.60
10/24	10/31/2024	24252	288	Chase	1942-Oct24	24	400-533-490	.00	271.60	271.60
10/24	10/31/2024	24252	288	Chase	1942-Oct24	25	001-574-481	.00	6.97	6.97
10/24	10/31/2024	24252	288	Chase	1942-Oct24	26	001-574-481	.00	134.08	134.08
10/24	10/31/2024	24252	288	Chase	1942-Oct24	27	001-513-410	.00	128.44	128.44
10/24	10/31/2024	24252	288	Chase	1942-Oct24	28	400-533-410	.00	128.44	128.44
10/24	10/31/2024	24252	288	Chase	1942-Oct24	29	001-519-410	.00	128.44	128.44
10/24	10/31/2024	24252	288	Chase	1942-Oct24	30	001-574-481	.00	271.41	271.41
10/24	10/31/2024	24252	288	Chase	1942-Oct24	31	001-574-481	.00	89.55	89.55
10/24	10/31/2024	24252	288	Chase	1942-Oct24	32	001-520-343	.00	1,765.50	1,765.50
10/24	10/31/2024	24252	288	Chase	1942-Oct24	33	001-571-660	.00	16.95	16.95
10/24	10/31/2024	24252	288	Chase	1942-Oct24	34	001-513-522	.00	2,272.46	2,272.46
10/24	10/31/2024	24252	288	Chase	1942-Oct24	35	400-533-522	.00	2,272.45	2,272.45
10/24	10/31/2024	24252	288	Chase	1942-Oct24	36	001-574-481	.00	171.80	171.80
10/24	10/31/2024	24252	288	Chase	1942-Oct24	37	001-574-481	.00	21.27	21.27
10/24	10/31/2024	24252	288	Chase	1942-Oct24	38	001-574-481	.00	762.17	762.17
10/24	10/31/2024	24252	288	Chase	1942-Oct24	39	001-541-520	.00	480.10	480.10
10/24	10/31/2024	24252	288	Chase	1942-Oct24	40	001-572-490	.00	480.10	480.10
10/24	10/31/2024	24252	288	Chase	1942-Oct24	41	001-520-490	.00	288.86	288.86
10/24	10/31/2024	24252	288	Chase	1942-Oct24	42	001-513-522	.00	272.85	272.85
10/24	10/31/2024	24252	288	Chase	1942-Oct24	43	400-533-410	.00	272.85	272.85
10/24	10/31/2024	24252	288	Chase	1942-Oct24	44	001-519-410	.00	272.85	272.85

M = Manual Check, V = Void Check

Check Issue Dates: 10/1/2024 - 10/31/2024

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
10/24	10/31/2024	24252	288	Chase	1942-Oct24	45	001-539-490	.00	278.08	278.08
10/24	10/31/2024	24252	288	Chase	1942-Oct24	46	001-574-485	.00	2,998.50	2,998.50
10/24	10/31/2024	24252	288	Chase	1942-Oct24	47	001-574-482	.00	909.00	909.00
10/24	10/31/2024	24252	288	Chase	1942-Oct24	48	001-539-522	.00	699.96	699.96
10/24	10/31/2024	24252	288	Chase	1942-Oct24	49	001-574-481	.00	2,607.78	2,607.78
10/24	10/31/2024	24252	288	Chase	1942-Oct24	50	001-539-460	.00	239.92	239.92
10/24	10/31/2024	24252	288	Chase	1942-Oct24	51	001-574-481	.00	201.78	201.78
Total 24252:										27,667.80
10072024										
10/24	10/07/2024	10072024	377	Truist Governmental Finance	600001-OCT	1	001-520-442	.00	13,487.40	13,487.40 M
10/24	10/07/2024	10072024	377	Truist Governmental Finance	600001-OCT	2	001-539-442	.00	26,800.00	26,800.00 M
Total 10072024:										40,287.40
Grand Totals:										807,936.99

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-202000	1,183.46	407,372.61	406,189.15-
001-202400	195.00	.00	195.00
001-202600	3,137.50	.00	3,137.50
001-203100	110.00	.00	110.00
001-208200	15,128.00	.00	15,128.00
001-208300	38,804.00	.00	38,804.00
001-208400	860.00	.00	860.00
001-208500	918.74	.00	918.74
001-208600	10,539.50	.00	10,539.50
001-341215	700.00	.00	700.00
001-511-450	2,109.41	.00	2,109.41
001-511-491	1,201.54	.00	1,201.54
001-511-540	1,202.25	.00	1,202.25
001-511-551	500.00	.00	500.00
001-513-310	1,521.13	.00	1,521.13

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
001-513-340	3,623.65	.00	3,623.65
001-513-410	204.95	53.55-	151.40
001-513-411	100.00	.00	100.00
001-513-430	533.77	.00	533.77
001-513-450	5,061.49	.00	5,061.49
001-513-460	3,148.75	500.00-	2,648.75
001-513-470	54.11	.00	54.11
001-513-490	419.57	.00	419.57
001-513-492	1,901.00	.00	1,901.00
001-513-510	29.27	.00	29.27
001-513-522	2,545.31	.00	2,545.31
001-513-540	266.78	.00	266.78
001-513-550	477.00	477.00-	.00
001-514-310	4,965.00	.00	4,965.00
001-519-310	115.00	.00	115.00
001-519-315	33,604.05	.00	33,604.05
001-519-340	7,713.65	.00	7,713.65
001-519-350	236.25	.00	236.25
001-519-410	401.29	.00	401.29
001-519-411	100.00	.00	100.00
001-519-450	1,479.41	.00	1,479.41
001-519-470	54.11	.00	54.11
001-519-510	29.27	.00	29.27
001-519-540	209.82	.00	209.82
001-520-343	13,151.53	.00	13,151.53
001-520-410	40.44	.00	40.44
001-520-411	628.92	.00	628.92
001-520-430	210.45	.00	210.45
001-520-442	13,487.40	.00	13,487.40
001-520-450	578.37	.00	578.37
001-520-460	27,870.64	.00	27,870.64
001-520-490	288.86	.00	288.86
001-520-524	36.37	.00	36.37
001-522-450	1,843.21	.00	1,843.21
001-522-460	749.00	.00	749.00
001-524-313	72.00	.00	72.00
001-524-450	959.01	.00	959.01
001-524-550	83.94	.00	83.94
001-534-340	23,425.30	.00	23,425.30
001-539-410	40.44	.00	40.44

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
001-539-442	26,800.00	.00	26,800.00
001-539-450	2,071.34	.00	2,071.34
001-539-460	1,190.93	.00	1,190.93
001-539-490	549.68	.00	549.68
001-539-520	223.95	.00	223.95
001-539-522	699.96	.00	699.96
001-539-524	1,097.72	.00	1,097.72
001-541-340	5,281.20	.00	5,281.20
001-541-430	136.36	.00	136.36
001-541-431	4,947.49	.00	4,947.49
001-541-450	2,458.76	.00	2,458.76
001-541-460	2,349.00	.00	2,349.00
001-541-462	1,222.00	.00	1,222.00
001-541-520	480.10	.00	480.10
001-569-450	731.27	.00	731.27
001-571-230	306.70	.00	306.70
001-571-340	758.65	.00	758.65
001-571-411	100.00	.00	100.00
001-571-430	222.68	.00	222.68
001-571-450	2,611.70	.00	2,611.70
001-571-460	25,291.14	.00	25,291.14
001-571-490	4,498.85	.00	4,498.85
001-571-510	639.54	.00	639.54
001-571-521	749.67	.00	749.67
001-571-660	3,136.97	.00	3,136.97
001-572-340	2,519.37	.00	2,519.37
001-572-345	4,850.00	.00	4,850.00
001-572-411	100.00	.00	100.00
001-572-430	554.87	.00	554.87
001-572-450	6,549.70	.00	6,549.70
001-572-460	18,606.00	.00	18,606.00
001-572-470	54.11	.00	54.11
001-572-490	480.10	.00	480.10
001-572-520	333.63	.00	333.63
001-572-524	235.34	.00	235.34
001-572-606	5,134.75	.00	5,134.75
001-574-450	708.81	.00	708.81
001-574-481	44,315.27	152.91-	44,162.36
001-574-482	2,982.24	.00	2,982.24
001-574-485	3,726.31	.00	3,726.31

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
140-202000	.00	17,955.05-	17,955.05-
140-572-631	17,955.05	.00	17,955.05
170-202000	.00	6,967.22-	6,967.22-
170-324250	6,967.22	.00	6,967.22
341-202000	.00	26,730.00-	26,730.00-
341-533-460	26,730.00	.00	26,730.00
360-202000	.00	13,530.00-	13,530.00-
360-572-635	13,530.00	.00	13,530.00
380-202000	.00	7,760.00-	7,760.00-
380-513-310	7,760.00	.00	7,760.00
390-202000	.00	22,808.79-	22,808.79-
390-539-605	22,808.79	.00	22,808.79
400-202000	.00	69,473.59-	69,473.59-
400-209500	19,320.00	.00	19,320.00
400-533-310	6,818.50	.00	6,818.50
400-533-340	8,718.54	.00	8,718.54
400-533-410	518.24	.00	518.24
400-533-411	718.92	.00	718.92
400-533-430	4,170.44	.00	4,170.44
400-533-450	14,604.77	.00	14,604.77
400-533-465	3,215.64	.00	3,215.64
400-533-470	54.12	.00	54.12
400-533-490	2,906.60	.00	2,906.60
400-533-510	29.25	.00	29.25
400-533-520	1,756.67	.00	1,756.67
400-533-522	2,631.03	.00	2,631.03
400-533-524	622.54	.00	622.54
400-533-540	293.74	.00	293.74
400-533-577	3,094.59	.00	3,094.59
410-202000	.00	2,543.75-	2,543.75-
410-533-635	2,543.75	.00	2,543.75
421-202000	.00	5,120.53-	5,120.53-
421-535-430	113.55	.00	113.55
421-535-576	5,006.98	.00	5,006.98
422-202000	.00	46,562.75-	46,562.75-
422-535-634	46,562.75	.00	46,562.75
500-202000	38,437.90	219,131.51-	180,693.61-
500-571-410	45.44	.00	45.44
500-571-635	219,086.07	38,437.90-	180,648.17
999-101700	1,602.55	.00	1,602.55

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
999-202000	.00	1,602.55-	1,602.55-
Grand Totals:	887,179.71	887,179.71-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"

M = Manual Check, V = Void Check

CONSENT AGENDA

**MINUTES OF THE REGULAR COUNCIL MEETING OCTOBER 8,
2024**

**MONTVERDE TOWN COUNCIL
REGULAR MEETING MINUTES
OCTOBER 8, 2024, AT 7:00 P.M.**

TOWN COUNCIL MEMBERS PRESENT

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

STAFF

Paul Larino, Town Manager
Anita Geraci-Carver, Town Attorney
Sandra Johnson, Town Clerk

STAFF NOT PRESENT

Town Planner Parks

CALL TO ORDER AND OPENING CEREMONIES

Mayor Wynkoop called the meeting to order and lead the Pledge of Allegiance.

PRESENTATION, ADMINISTRATIVE MATTERS AND DISCUSSION

None

CITIZENS QUESTION/COMMENT PERIOD

Matthew Baumann, 1122 Imperil Eagle, Groveland FL asked about the sewer meeting and if we are going to get the agenda packets on the website.

Kelly Moore, 17029 Florence view drive heard Town of Montverde talking to other neighborhoods about the sewers in other area.

DEPARTMENT & COMMITTEE REPORTS

Town Manager Larino's Report.

We are working in preparation for hurricane Milton. Testing generators, fueling all equipment, crews will be out clearing roads and storm drains.

Town will clear roads first of debris and then resident's debris, place on the curb not the road.

Please check on your neighbors.

Town Attorney Geraci-Carver Report.

The closest shelters in Lake County are East Ridge high school and middle school.

Town Planner Parks Report.

No report.

Lake County Commission Report.

No Report.

Town Council Reports.

Councilmember Hartle – town looks good, and we are in good shape.

Councilmember Ley – praying we do well and the other coastal cities.

Vice Mayor Peacock library is going well. Council should schedule time to tour the library when possible.

Would like that we have extra special May concert in the park for our 100th anniversary. Maybe the

Visioning Committee could come up with some ideas. Has contact we a band that is interested in playing.

Councilmember Womack kudos to the staff for Montverde Day and Trunk or Treat.

Mayor Wynkoop Report.

None

SEPTEMBER FINANCE REPORT

Beginning Bank Balance	\$ 6,030,963.11
Revenues	\$ 431,776.43
Expenditures	\$ 964,016.96
Ending Balance	<u>\$ 5,498,722.43</u>
Grant Clearing Account	\$ 4,101,314.71
Total Bank Balance	\$ 9,284,158.53

CONSENT AGENDA

Minutes of the Town Council Regular Meeting held September 10, 2024.

Minutes of the Town Council Special Meeting September 11, 2024.

Minutes of the Town Council Special Meeting/Workshop held September 18, 2024.

Councilmember Hartle moved to approve the consent agenda items. Councilmember Womack seconded. Items approved 5-0.

DISCUSSION AND ACTION ITEM

Discussion on grant funding.

Town Manager Larino reviewed the current grants the town has.
Stormwater grant, project is out for bid which includes Lakeside Drive, Porter Avenue at Truskett Park and 1st Street and Porter.
Funds for boat ramp have \$450,000 in funds from Stormwater DEP funds, Lake County Parks and Lake County Water Authority.
Baffle boxes for Lake Florence and 455 storm drain.
Water system - \$13M grant DEP – approval for that Woodard and Curran Redundant Well
Water towers are 60% designed for a 300,000-gallon water tower.
Sewer grants – there are 3 grant fund sources. \$4M DEP federal grant funds which have to be committed by November, or those funds will be pulled. The SOFHI grant has submitted a request for what these funds can be used for, directive to any future funding. The \$5M in County ARPA funds have to be obligated by December 31, 2024, or we lose the money.

Discussion on Lead Services Lines.
EPA inventory – 84 lines have galvanized lines that will need to be replaced. Sample letter informing the residents about the lines that will have to be replaced. Monitoring site and requirements. Meter to house, these are the homeowner’s responsibility.

PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

Town Manager Larino stated we are going to hold Ordinance No. 2024-39, Resolution No. 2024-129, Resolution No. 2024-131, Resolution No. 2024-141, due to the weather conditions.

Ordinance No. 2024-39 An Ordinance of the Town of Montverde, Lake County, Florida; relating to the regulation of the operation of golf carts on public streets within the Town of Montverde; amending Chapter 24 of the Montverde code of Ordinances; providing for repeal of all conflicting ordinances; providing for severability and providing for an effective date.
Town Attorney Geraci-Carver read the ordinance by title only. (hold)

Resolution No. 2024-129 A Resolution of the Town of Council of the Town of Montverde, Florida approving the agreement for the use of the Alertlake Emergency Notification System between Lake County Florida, and the Town of Montverde, Florida authorizing the Town Manager to execute the agreement; and providing for an effective date. (hold)

Resolution No. 2024-131 A Resolution of the Town of Montverde, Florida approving the Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement LS35120; Authorizing the Town Manager or Designee to carry out the terms of the loan agreement; providing for conflicts, severability and effective date. (hold)

Resolution No. 2024-132 A Resolution of the Town Council of the Town of Montverde, Lake County, Florida approving State Revolving Fund Amendment 4 to loan agreement DW351300 between the State of Florida Department of Environmental Protection and the Town of Montverde, Florida to reschedule loan repayment amount to reflect actual costs; providing for conflicts, severability, and effective date.

Town Attorney Geraci-Carver read Resolution No. 20241-132 by title only.

Town Manager Larino stated this amending DW351300 to reflect the actual cost of the loan.

Mayor Wynkoop opened the public hearing.
No one spoke in favor of or against the Resolution.
Mayor Wynkoop closed the public hearing.

Councilmember Hartle moved to approve Resolution No. 2024-132. Councilmember Ley seconded. Resolution No. 2024-132 approved 5-0.

Resolution No. 2024-133 A Resolution of the Town Council of the Town of Montverde Florida, approving Task Order proposal for Drinking Water Facilities Plan update, dated September 3, 2024, between the Town of Montverde and Woodard & Curran, Inc.; authorizing the Town Manager to execute the agreement; providing for an effective date.

Town Attorney Geraci-Carver read Resolution No. 2024-133 by title only.

Scott Shannon, Woodard and Curran reviewed what this is going to cover on the new water facility.
Town Manager Larino reviewed the cost associated with the projects.

Mayor Wynkoop opened the public hearing.
Matthew Baumann, 1122 Imperil Eagle, Groveland asked about the grant.
Mayor Wynkoop closed the public hearing.

Councilmember Ley moved to approve Resolution No. 2024-133. Vice Mayor Peacock seconded.
Resolution No. 2024-133 was approved 5-0.

Resolution No. 2024-136 A Resolution of the Town Council of the Town of Montverde, Florida, approving the Interlocal Agreement between Lake County, Florida, and the Town of Montverde, Florida, regarding the use and improvement of the Montverde boat ramp; authorizing the Mayor to execute the agreement; and providing for an effective date.

Town Attorney Geraci-Carver read Resolution No. 2024-136 by title only.

Town Manager Larino reviewed the cost associated with the repair of the boat ramp and all the funding of the project.

Mayor Wynkoop opened the public hearing.
Mayor Wynkoop closed the public hearing.

Vice Mayor Peacock moved to approve Resolution No. 2024-136 amending the time limit for the project to 24 months instead of 36 months. Councilmember Hartle seconded. Resolution No. 2024-136 was approved 5-0.

Resolution No. 2024-139 A Resolution of the Town of Montverde, Lake County, Florida reporting on the Lake County, Florida's Bond Referendum on the ballot for the General Election on November 5, 2024 which if approved by the voters will provide funding for the acquisition and improvement of public lands in Lake County; providing for the publication of this Resolution on the Town of Montverde's website and Facebook page.

Town Attorney Geraci-Carver read Resolution No. 2024-139 by title only.

Town Manager Larino reviewed the purpose of the Resolution.

Mayor Wynkoop opened the public hearing.
No one spoke in favor of or against the Resolution.
Mayor Wynkoop closed the public hearing.

Councilmember Ley moved to approve Resolution No. 2024-139. Vice mayor Peacock seconded. Resolution No. 2024-139 was approved 5-0.

Resolution No. 2024-141 A Resolution of the Town Council of the Town of Montverde, Florida, increasing the residential and commercial solid waste fees resulting from increases charged by the service provider to the Town; providing for conflicts, severability and an effective date. (Hold)

Resolution No. 2024-142 A Resolution of the Town of Montverde, County of Lake, State of Florida, reducing by ten percent the consumption portion only of potable water utility rates commencing with the November Utility Billing; providing for an effective date.

Town Attorney Geraci-Carver read Resolution No. 2024-142 by title only.

Mayor Wynkoop stated that we have had such a positive revenue flow in utilities that we are able to reduce the consumption only portion of potable water by 10%.

Mayor Wynkoop opened the public hearing.
Mayor Wynkoop closed the public hearing.

Councilmember Hartle moved to approve Resolution No. 2024-142. Vice Mayor Peacock seconded. Resolution No. 2024-142 approved 5-0.

Wayne Meadows, 16401 magnolia bluff drive, said the finance report has a \$350,000 error in it.

Town Manager Larino stated he would look into that error.

REMINDERS AND ADJOURNMENT

Mayor Wynkoop moved to adjourn. Vice Mayor Peacock seconded.

Meeting adjourned at 8:18 p.m.

Joe Wynkoop, Mayor

ATTEST:

Sandy Johnson, Town Clerk

**MINUTES OF THE SPECIAL MEETING/WORKSHOP OCTOBER 22,
2024**

**MONTVERDE TOWN COUNCIL
SPECIAL MEETING/WORKSHOP
MINUTES
OCTOBER 22, 2024, AT 6:30 P.M.
AT TOWN HALL – 17404 SIXTH STREET, MONTVERDE FL**

TOWN COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Paul Larino, Town Manager
Anita Geraci-Carver, Town Attorney
Sean Parks, Town Planner
Sandra Johnson, Town Clerk

CALL TO ORDER AND OPENING CEREMONIES

Mayor Wynkoop called the meeting to order and lead the Pledge of Allegiance.

DISCUSSION AND ACTION ITEM

Town Manager provided an update on Hurricane Milton clean-up efforts.

Town Manager requested direction for the Council on the Wastewater Treatment Plant that will provide service to commercial properties and institutionally owned properties and allow new development to purchase capacity in the system through the payment of impact fees. Reviewed the status of the grants for the project.

Shawn brown and Scott Shannon from Woodard and Curran answered questions.

PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

RESOLUTION NO. 2024-143 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING TASK ORDER FOR ENGINEERING SERVICES FOR EXPANDED WASTEWATER SYSTEM BETWEEN THE TOWN OF MONTVERDE AND WOODARD & CURRAN, INC. DATED OCTOBER 17, 2024; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT CONTINGENT ON FDEP APPROVAL AND ISSUANCE OF A SRF LOAN/GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Geraci-Carver read Resolution No. 2024-143 by title only.

Town Manager Larino reviewed the Task Order

Mayor Wynkoop opened the public hearing.

The following people spoke against the Wastewater Treatment Plant.

Joe Morganelli 16535 Highland Avenue

Randy Elleman 16603 Lowry Road

Brian Rubio 16548 Magnolia Terrace

Herb Heilmann 17005 Florence View Drive

Sally Tilley 16702 Highland Avenue

Bob Tomlinson 16634 Magnolia Terrace

Kiera Pergram 16443 Magnolia Bluff

Holly Broecker 17563 County Road 455

Troy Mattson 16924 Alpha Avenue

Jim Oliveri 17727 Sugar Pine Way

Steve Church 16177 Hillside Circle

Gretchen Leonard 16442 Magnolia Bluff

No one spoke in favor of the Wastewater Treatment Plant.

Mayor Wynkoop closed the public hearing.

There was extensive discussion.

Councilmember Ley move to defeat Resolution No. 2024-143. Mayor Wynkoop seconded. Resolution No. 2024-143 defeated by a 3-2 rollcall vote.

Councilmember Hartle	No
Vice Mayor Peacock	No
Councilmember Womack	Yes
Councilmember Ley	Yes
Mayor Wynkoop	Yes

RESOLUTION NO. 2024-144 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING AN AWARD OF CONTRACT TO MACK INDUSTRIES, INC. TO DESIGN AND

CONSTRUCT A WASTEWATER TREATMENT PLANT ON THE STETCHER PROPERTY IN AN AMOUNT NOT TO EXCEED \$9 MILLION DOLLARS; AUTHORIZING THE TOWN MANAGER TO FINALIZE THE TERMS OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER ON THE BASIS OF STIPULATED SUM BETWEEN THE TOWN OF MONTVERDE AND MACK INDUSTRIES, INC.; PROVIDING FOR FINAL LEGAL REVIEW; PROVIDING FOR FINAL APPROVAL BY THE MAYOR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT CONTINGENT ON FDEP APPROVAL AND ISSUANCE OF A SRF LOAN/GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Ley move to defeat Resolution No. 2024-144. Councilmember Womack seconded. Resolution No. 2024-144 defeated by a 3-2 roll call vote.

Councilmember Hartle	No
Vice Mayor Peacock	No
Councilmember Womack	Yes
Councilmember Ley	Yes
Mayor Wynkoop	Yes

Town Manager Larino requested the council give directions on what to proceed with regarding the sewer SAHFI agreement, Lake County ARPA funds and an RFP for advanced septic system. Mayor Wynkoop moved to pull the SAHFI application for \$19M out of the state, have the Town Manager prepare an RFP for advanced septic system, and renegotiate the Lake County ARPA agreement. Councilmember Ley seconded. Motion approved 5-0.

Joe Morganelli 16535 Highland Avenue asked the Council to consider waiving the permit fees for repairs from Hurricane Milton’s damage to home.

REMINDERS AND ADJOURNMENT

Councilmember Ley moved to adjourn. Councilmember Womack seconded.

Meeting adjourned at 9:20 pm.

Joe Wynkoop, Mayor

ATTEST:

Sandy Johnson, Town Clerk

DISCUSSION AND ACTION ITEMS

DISCUSSION ON 23/24 FY BUDGET TO ACTUAL

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
GENERAL FUND						
TOWN COUNCIL						
001-511-240	Workers Compensation	.00	471.57	133.43	605.00	77.9%
001-511-342	Council Stipends	.00	38,699.97	2,099.97-	36,600.00	105.7%
001-511-400	Travel	.00	.00	400.00	400.00	
001-511-445	Election Expense	.00	417.14	10,582.86	11,000.00	3.8%
001-511-450	Insurance	.00	5,587.23	2,332.77	7,920.00	70.5%
001-511-460	Repairs & Maintenance	.00	449.03	349.03-	100.00	449.0%
001-511-470	Printing & Copying	.00	1.20-	501.20	500.00	-0.2%
001-511-490	Other Current Charges	.00	1,484.09	315.91	1,800.00	82.4%
001-511-491	Council Workshop & Comm Meals	1,201.54	16,200.27	200.27-	16,000.00	101.3%
001-511-510	Office Supplies	.00	561.75	61.75-	500.00	112.4%
001-511-520	Operating Supplies	.00	1,199.99	1,199.99-	.00	
001-511-521	Uniforms & Clothing	.00	492.76	107.24	600.00	82.1%
001-511-540	Subscriptions & Memberships	.00	20,265.28	17,765.28-	2,500.00	810.6%
001-511-550	Seminars & Training	.00	7,254.79	4,754.79-	2,500.00	290.2%
001-511-551	Economic Development	500.00	500.00	.00	500.00	100.0%
Total TOWN COUNCIL:		1,701.54	93,582.67	12,057.67-	81,525.00	114.8%
FINANCE & ADMINISTRATIVE						
001-513-120	Regular Salaries & Wages	.00	96,097.18	494.87-	95,602.31	100.5%
001-513-140	Overtime	.00	4,022.28	1,577.72	5,600.00	71.8%
001-513-210	FICA Matching	.00	8,144.82	402.84-	7,741.98	105.2%
001-513-220	Retirement Plan	.00	19,543.65	2,743.65-	16,800.00	116.3%
001-513-230	Health Insurance	.00	17,213.86	3,976.14	21,190.00	81.2%
001-513-234	Short-Term Disability	.00	1,012.23	112.23-	900.00	112.5%
001-513-240	Workers Compensation	.00	1,261.38	338.62	1,600.00	78.8%
001-513-310	Professional Services	1,521.13	2,881.94	381.94-	2,500.00	115.3%
001-513-320	Accounting & Auditing	.00	13,500.00	4,000.00-	9,500.00	142.1%
001-513-340	Contractual Services	323.65	14,561.56	1,661.56-	12,900.00	112.9%
001-513-400	Travel	.00	290.36	1,209.64	1,500.00	19.4%
001-513-410	Telephone	74.89	2,584.97	915.03	3,500.00	73.9%
001-513-411	Internet	.00	1,705.33	794.67	2,500.00	68.2%
001-513-420	Postage & Freight	.00	1,269.85	230.15	1,500.00	84.7%
001-513-430	Utilities	533.77	6,041.17	1,241.17-	4,800.00	125.9%
001-513-440	Rentals & Leases Building Repr	.00	1,483.43	7,416.57	8,900.00	16.7%
001-513-450	Insurance	.00	13,227.36	5,522.64	18,750.00	70.5%
001-513-460	Repair & Maintenance	373.75	17,460.70	9,460.70-	8,000.00	218.3%
001-513-470	Printing & Copying	54.11	237.97	3,262.03	3,500.00	6.8%
001-513-490	Other Current Charges	271.60	2,431.97	68.03	2,500.00	97.3%
001-513-492	Employee Meals & Appreciation	.00	10,640.54	859.46	11,500.00	92.5%
001-513-495	Bank Finance Charges	.00	346.50	53.50	400.00	86.6%
001-513-510	Office Supplies	29.27	4,411.62	911.62-	3,500.00	126.0%
001-513-513	TM Allowance	.00	2,640.04	1,799.96	4,440.00	59.5%
001-513-520	Operating Supplies	.00	2,857.06	57.06-	2,800.00	102.0%
001-513-521	Uniforms & Clothing	.00	1,056.80	143.20	1,200.00	88.1%
001-513-522	Small Tools & Equipment	2,545.31	2,545.31	2,545.31-	.00	
001-513-540	Subscriptions, Membership	.00	1,413.39	1,486.61	2,900.00	48.7%
001-513-550	Seminars And Training	.00	4,291.22	791.22-	3,500.00	122.6%
001-513-560	Small Tools & Equipment	.00	111.60	388.40	500.00	22.3%
Total FINANCE & ADMINISTRATIVE:		5,727.48	255,286.09	5,238.20	260,524.29	98.0%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
LEGAL COUNSEL						
001-514-310	Professional Services	4,965.00	42,719.55	29,780.45	72,500.00	58.9%
001-514-510	Office Supplies	.00	.00	500.00	500.00	
Total LEGAL COUNSEL:		4,965.00	42,719.55	30,280.45	73,000.00	58.5%
PERMITTING						
001-519-120	Regular Salaries & Wages	.00	94,611.96	1,009.32	95,521.28	98.9%
001-519-140	Overtime	.00	8,366.63	4,366.63	4,000.00	209.2%
001-519-210	FICA Matching	.00	8,155.77	542.39	7,613.38	107.1%
001-519-220	Retirement Plan	.00	18,729.15	6,123.15	12,606.00	148.6%
001-519-230	Health Insurance	.00	21,440.87	205.37	21,235.50	101.0%
001-519-234	Short-Term Disability	.00	842.08	162.08	680.00	123.8%
001-519-240	Workers Compensation	.00	437.29	322.71	760.00	57.5%
001-519-310	Professional Services	115.00	35,001.84	17,001.84	18,000.00	194.5%
001-519-315	Building Official Fees	33,604.05	523,429.80	298,429.80	225,000.00	232.6%
001-519-340	Contractual Services-Citizense	4,073.65	29,190.34	190.34	29,000.00	100.7%
001-519-350	Municode	.00	2,720.73	2,079.27	4,800.00	56.7%
001-519-410	Telephone	401.29	1,974.83	1,374.83	600.00	329.1%
001-519-411	Internet	.00	1,705.33	1,305.33	400.00	426.3%
001-519-440	Rentals & Leases	.00	956.74	243.26	1,200.00	79.7%
001-519-450	Insurance	.00	3,703.65	1,546.35	5,250.00	70.5%
001-519-470	Printing & Copying	54.11	338.95	411.05	750.00	45.2%
001-519-490	Other Current Charges	.00	704.75	454.75	250.00	281.9%
001-519-495	Bank Finance Charges	.00	2,242.43	742.43	1,500.00	149.5%
001-519-510	Office Supplies	29.27	1,523.06	773.06	750.00	203.1%
001-519-513	TM Allowances	.00	1,799.98	1,500.02	3,300.00	54.6%
001-519-520	Operating Supplies	.00	585.11	85.11	500.00	117.0%
001-519-521	Uniforms & Clothing	.00	304.40	54.40	250.00	121.8%
001-519-540	Subscriptions, Membership	.00	374.60	125.40	500.00	74.9%
001-519-550	Seminars And Training	.00	3,904.51	404.51	3,500.00	111.6%
001-519-605	Capital Equipment & Buildings	.00	27,571.28	57,428.72	85,000.00	32.4%
Total PERMITTING:		38,277.37	790,516.08	267,549.92	522,966.16	151.2%
PUBLIC SAFETY						
001-520-240	Workers Compensation	.00	203.88	246.12	450.00	45.3%
001-520-343	Contract Svcs Highway Patrol	5,251.73	90,816.03	4,816.03	86,000.00	105.6%
001-520-344	Contract Svcs LCSO or HP	.00	4,060.65	49,939.35	54,000.00	7.5%
001-520-410	Telephone	.00	484.74	15.26	500.00	98.9%
001-520-411	Internet	.00	7,666.80	1,833.20	9,500.00	80.7%
001-520-430	Utilities	210.45	2,054.46	454.46	1,600.00	128.4%
001-520-442	Equipment Leases (Vehicles)	.00	13,487.40	12.60	13,500.00	99.9%
001-520-450	Insurance	.00	1,354.47	565.53	1,920.00	70.5%
001-520-460	Repair & Maintenance	26,920.64	27,665.44	24,865.44	2,800.00	988.1%
001-520-490	Other Current Charges	288.66	1,564.27	1,064.27	500.00	312.9%
001-520-493	Volunteer Appreciation	.00	.00	500.00	500.00	
001-520-520	Operating Supplies	.00	284.81	215.19	500.00	57.0%
001-520-521	Uniforms & Clothing	.00	.00	500.00	500.00	
001-520-524	Fuel	36.37	484.83	2,015.17	2,500.00	19.4%
Total PUBLIC SAFETY:		32,708.05	150,127.78	24,642.22	174,770.00	85.9%
FIRE CONTROL/POST OFFICE						
001-522-450	Insurance	.00	5,079.30	2,120.70	7,200.00	70.5%
001-522-460	Repair & Maintenance	.00	4,162.90	8,337.10	12,500.00	33.3%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
Total FIRE CONTROLPOST OFFICE:		.00	9,242.20	10,457.80	19,700.00	46.9%
CODE COMPLIANCE						
001-524-120	Regular Salaries & Wages	.00	5,823.00	177.00	6,000.00	97.1%
001-524-210	FICA Matching	.00	490.95	31.95-	459.00	107.0%
001-524-220	Retirement Plan	.00	1,739.92	.08	1,740.00	100.0%
001-524-230	Health Insurance	.00	631.95	668.05	1,300.00	48.6%
001-524-234	Short-Term Disability	.00	52.32	67.68	120.00	43.6%
001-524-240	Workers Compensation	.00	213.05	23.05-	190.00	112.1%
001-524-310	Professional Services	.00	1,327.25	10,172.75	11,500.00	11.5%
001-524-313	Legal Service	72.00	3,844.11	4,155.89	8,000.00	48.1%
001-524-420	Postage & Freight	.00	350.00	550.00	900.00	38.9%
001-524-450	Insurance	.00	2,257.47	942.53	3,200.00	70.5%
001-524-490	Other Current Charges	.00	334.25	84.25-	250.00	133.7%
001-524-510	Office Supplies	.00	83.56	16.44	100.00	83.6%
001-524-513	TM ALLOWANCE	.00	360.10	299.90	660.00	54.6%
001-524-550	Seminars And Training	.00	943.54	443.54-	500.00	188.7%
Total CODE COMPLIANCE:		72.00	18,451.47	16,467.53	34,919.00	52.8%
GARBAGE/SOLID WASTE SERVICES						
001-534-340	Contractual Services	23,425.30	247,206.28	12,206.28-	235,000.00	105.2%
001-534-490	Bad Debt	.00	.00	500.00	500.00	
Total GARBAGE/SOLID WASTE SERVICES:		23,425.30	247,206.28	11,706.28-	235,500.00	105.0%
PUBLIC WORKS						
001-539-120	Regular Salaries & Wages	.00	24,253.45	7,025.49	31,278.94	77.5%
001-539-140	Overtime	.00	883.74	3,616.26	4,500.00	19.6%
001-539-210	FICA Matching	.00	1,945.61	791.48	2,737.09	71.1%
001-539-220	Retirement Plan	.00	3,435.82	1,455.72	4,891.54	70.2%
001-539-230	Health Insurance	.00	5,222.05	1,687.95	6,890.00	75.8%
001-539-234	Short-Term Disability	.00	270.98	69.98-	201.00	134.8%
001-539-240	Workers Compensation	.00	373.29	68.29-	305.00	122.4%
001-539-340	Contractual Services	.00	.00	1,000.00	1,000.00	
001-539-400	Travel	.00	15.68	234.32	250.00	6.3%
001-539-410	Telephone	.00	511.95	38.05	550.00	93.1%
001-539-430	Utilities	.00	62.21	1,437.79	1,500.00	4.1%
001-539-442	Equipment Leases (Vehicles)	.00	28,800.00	.00	26,800.00	100.0%
001-539-450	Insurance	.00	5,502.57	2,297.43	7,800.00	70.5%
001-539-460	Repair & Maintenance	1,190.93	10,354.64	1,645.36	12,000.00	88.3%
001-539-490	Other Current Charges	549.68	1,093.58	593.58-	500.00	218.7%
001-539-510	Office Supplies	.00	209.48	9.48-	200.00	104.7%
001-539-520	Operating Supplies	704.05	2,762.54	1,762.54-	1,000.00	276.3%
001-539-521	Uniforms & Clothing	.00	157.79	592.21	750.00	21.0%
001-539-522	Small Tools & Equipment	699.98	6,418.50	5,918.50-	500.00	1283.7%
001-539-524	Fuel	159.48	3,463.08	3,036.92	6,500.00	53.3%
001-539-540	Subscriptions, Membership	.00	100.61	149.39	250.00	40.2%
001-539-640	Machinery & Equipment	.00	17,803.97	7,198.03	25,000.00	71.2%
Total PUBLIC WORKS:		3,304.10	111,641.54	23,762.03	135,403.57	82.5%
ROAD & STREET FACILITIES						
001-541-120	Regular Salaries & Wages	.00	32,902.99	537.76	33,440.75	98.4%
001-541-140	Overtime	.00	834.01	3,665.99	4,500.00	18.5%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
001-541-210	FICA Matching	.00	2,671.99	230.48	2,902.47	92.1%
001-541-220	Retirement Plan	.00	4,634.28	184.20	4,818.48	96.2%
001-541-230	Health Insurance	.00	10,936.22	3,266.22-	7,670.00	142.6%
001-541-234	Short-Term Disability	.00	440.04	32.04-	408.00	107.9%
001-541-240	Workers Compensation	.00	455.88	89.14	545.00	83.6%
001-541-310	Professional Services	.00	72.00	1,928.00	2,000.00	3.6%
001-541-340	Contractual Services	.00	13,473.07	2,526.93	16,000.00	84.2%
001-541-430	Utilities	136.36	2,407.20	5,592.80	8,000.00	30.1%
001-541-431	Street Lighting - Power	4,947.49	73,152.96	31,152.96-	42,000.00	174.2%
001-541-450	Insurance	.00	6,560.76	2,739.24	9,300.00	70.5%
001-541-460	Repair & Maintenance	.00	21,151.94	3,151.94-	18,000.00	117.5%
001-541-462	Lakes Drain Repair/Maintenance	661.00	3,650.00	4,150.00	7,800.00	46.8%
001-541-463	Stormwater	.00	.00	2,500.00	2,500.00	
001-541-490	Other Current Charges	.00	2,665.07	665.07-	2,000.00	133.3%
001-541-520	Operating Supplies	.00	12,656.47	10,156.47-	2,500.00	506.3%
001-541-521	Uniforms & Clothing	.00	853.09	353.09-	500.00	170.6%
001-541-523	Decorations And Flags	.00	5,358.32	141.68	5,500.00	97.4%
001-541-530	Road Materials & Supplies	.00	8,209.88	1,209.88-	7,000.00	117.3%
001-541-630	Infrastructure-Street Repair	.00	107,188.82	19,441.18	126,630.00	84.6%
001-541-640	Vehicle, Equipment & Machinery	.00	.00	6,500.00	6,500.00	
Total ROAD & STREET FACILITIES:		5,744.85	310,274.97	239.73	310,514.70	99.9%
CEMETERY						
001-569-240	Workers Compensation	.00	277.67	42.33	320.00	86.8%
001-569-420	Postage & Freight	.00	.00	125.00	125.00	
001-569-450	Insurance	.00	1,834.20	765.80	2,600.00	70.5%
001-569-460	Repair & Maintenance	.00	.00	2,500.00	2,500.00	
001-569-490	Other Current Charges	.00	.00	500.00	500.00	
001-569-494	Benevolence	.00	405.00	95.00	500.00	81.0%
001-569-510	Office Supplies	.00	.00	100.00	100.00	
Total CEMETERY:		.00	2,516.87	4,128.13	6,645.00	37.9%
LIBRARY						
001-571-120	Regular Salaries & Wages	.00	65,351.07	9,889.95	75,241.02	86.9%
001-571-140	Overtime	.00	1,808.20	191.80	2,000.00	90.4%
001-571-210	FICA Matching	.00	5,216.46	692.48	5,908.94	88.3%
001-571-220	Retirement Plan	.00	9,133.53	676.08	9,809.61	93.1%
001-571-230	Health Insurance	.00	3,682.26	1,317.74	5,000.00	73.6%
001-571-234	Short-Term Disability	.00	556.44	143.56	700.00	79.5%
001-571-240	Workers Compensation	.00	446.57	76.57-	370.00	120.7%
001-571-340	Contractual Services	323.65	11,184.73	65.27	11,250.00	99.4%
001-571-400	Travel	.00	.00	250.00	250.00	
001-571-410	Telephone	.00	112.05	2,087.95	2,200.00	5.1%
001-571-411	Internet	.00	366.68	15,633.32	16,000.00	2.3%
001-571-420	Postage & Freight	.00	82.32	167.68	250.00	32.9%
001-571-430	Utilities	222.68	1,832.95	1,167.05	3,000.00	61.1%
001-571-450	Insurance	.00	5,784.75	2,415.25	8,200.00	70.5%
001-571-460	Repair & Maintenance	25,291.14	26,752.18	25,752.18-	1,000.00	2675.2%
001-571-480	Promotional Activities	.00	.00	100.00	100.00	
001-571-490	Other Current Charges	4,498.85	4,856.64	4,356.64-	500.00	971.3%
001-571-510	Office Supplies	639.54	2,762.50	162.50	2,600.00	106.3%
001-571-520	Operating Supplies	.00	2,860.59	360.59-	2,500.00	114.4%
001-571-521	Uniforms & Clothing	749.67	749.67	499.55-	250.12	299.7%
001-571-540	Subscriptions, Membership	.00	280.33	219.67	500.00	56.1%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
001-571-640	Vehicle, Equipment & Machinery	.00	3,681.00	3,181.00-	500.00	736.2%
001-571-660	Library Books & Material	3,136.97	12,093.52	406.48	12,500.00	96.7%
Total LIBRARY:		34,862.50	159,594.44	1,035.25	160,629.69	99.4%
PARKS & RECREATION						
001-572-240	Workers Compensation	.00	2,252.54	1,602.54-	650.00	346.5%
001-572-340	Contractual Services	1,785.77	14,697.02	302.98	15,000.00	98.0%
001-572-345	Contract Mowing/Landscaping Se	7,784.40	72,947.60	9,052.40	82,000.00	89.0%
001-572-410	Telephone	.00	.00	250.00	250.00	
001-572-411	Internet	.00	366.66	4,333.34	4,700.00	7.8%
001-572-430	Utilities	554.87	6,384.85	184.85-	6,200.00	103.0%
001-572-440	Rentals & Leases	.00	.00	.00	.00	
001-572-450	Insurance	.00	14,814.63	6,185.37	21,000.00	70.5%
001-572-460	Repair & Maintenance	17,706.00	36,625.83	6,625.83-	30,000.00	122.1%
001-572-470	Printing & Copying	54.11	238.23	761.77	1,000.00	23.8%
001-572-490	Other Current Charges	480.10	2,638.17	638.17-	2,000.00	131.9%
001-572-520	Operating Supplies	333.63	9,133.25	1,633.25-	7,500.00	121.8%
001-572-524	Fuel	235.34	837.25	162.75	1,000.00	83.7%
001-572-606	Capital Projects-Stage & Gazeb	5,134.75	387,016.61	24,016.61-	363,000.00	106.6%
001-572-607	Capital -Dog Park Rehab	13,530.00	13,530.00	13,530.00-	.00	
001-572-640	Machine & Equipment	.00	2,577.41	77.41-	2,500.00	103.1%
Total PARKS & RECREATION:		47,598.97	564,060.05	27,260.05-	536,800.00	105.1%
SPECIAL EVENTS						
001-574-240	Workers Compensation	.00	309.51	290.49	600.00	51.6%
001-574-450	Insurance	.00	1,801.47	752.13	2,553.60	70.5%
001-574-481	Montverde Day	1,782.38	76,465.15	2,465.15-	74,000.00	103.3%
001-574-482	Light Up Montverde	2,073.24	57,732.03	267.97	58,000.00	99.5%
001-574-483	Fall & Spring Concert Series	.00	6,339.00	1,161.00	7,500.00	84.5%
001-574-484	Easter Event	.00	3,972.37	1,027.63	5,000.00	79.4%
001-574-485	Trunk or Treat	227.81	4,482.65	882.65-	3,600.00	124.5%
Total SPECIAL EVENTS:		4,083.43	151,102.18	151.42	151,253.60	99.9%
GENERAL FUND Expenditure Total:		202,470.59	2,906,322.17	202,171.16-	2,704,151.01	107.5%
Net Total GENERAL FUND:		202,470.59-	2,906,322.17-	202,171.16	2,704,151.01-	107.5%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
PARKS & REC IMPACT FEE FUND						
PARKS & RECREATION						
140-572-631	Parks & Rec Impact - Restrooms	17,955.05	17,955.05	17,955.05-	.00	
	Total PARKS & RECREATION:	17,955.05	17,955.05	17,955.05-	.00	
	PARKS & REC IMPACT FEE FUND Expenditure Total:	17,955.05	17,955.05	17,955.05-	.00	
	Net Total PARKS & REC IMPACT FEE FUND:	17,955.05-	17,955.05-	17,955.05	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPTIAL - GRANT TRANSFER						
GRANT TRANSFER						
302-581-100	Transfer to Capit- Sewer 422	.00	1,821,116.19	1,821,116.19-	.00	
Total GRANT TRANSFER:		.00	1,821,116.19	1,821,116.19-	.00	
CAPTIAL - GRANT TRANSFER Expenditure Total:		.00	1,821,116.19	1,821,116.19-	.00	
Net Total CAPTIAL - GRANT TRANSFER:		.00	1,821,116.19-	1,821,116.19	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - BOAT RAMP						
PARKS & RECREATION						
330-572-630	LCWA Grant - Boat Ramp	.00	.00	430,000.00	430,000.00	
Total PARKS & RECREATION:		.00	.00	430,000.00	430,000.00	
CAPITAL - BOAT RAMP Expenditure Total:		.00	.00	430,000.00	430,000.00	
Net Total CAPITAL - BOAT RAMP:		.00	.00	430,000.00-	430,000.00-	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - LEAD SERVICE LINE						
WATER UTILITY SERVICES						
341-533-460	REPAIR & MAINTENANCE	26,730.00	105,513.00	105,513.00-	.00	
Total WATER UTILITY SERVICES:		26,730.00	105,513.00	105,513.00-	.00	
CAPITAL - LEAD SERVICE LINE Expenditure Total:		26,730.00	105,513.00	105,513.00-	.00	
Net Total CAPITAL - LEAD SERVICE LINE:		26,730.00-	105,513.00-	105,513.00	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL – VULNERABILITY						
WATER UTILITY SERVICES						
342-533-460	REPAIR & MAINTENANCE	.00	50,500.00	50,500.00-	.00	
	Total WATER UTILITY SERVICES:	.00	50,500.00	50,500.00-	.00	
	CAPITAL – VULNERABILITY Expenditure Total:	.00	50,500.00	50,500.00-	.00	
	Net Total CAPITAL – VULNERABILITY:	.00	50,500.00-	50,500.00	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - MUNI/STREET PARKING						
PARKS & RECREATION						
350-572-630	Capital Projects-Municipal/Str	.00	213,394.93	26,605.07	240,000.00	88.9%
Total PARKS & RECREATION:		.00	213,394.93	26,605.07	240,000.00	88.9%
CAPITAL - MUNI/STREET PARKING Expenditure Total:						
		.00	213,394.93	26,605.07	240,000.00	88.9%
Net Total CAPITAL - MUNI/STREET PARKING:		.00	213,394.93-	26,605.07-	240,000.00-	88.9%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - SPORTS & PARK ADD						
PARKS & RECREATION						
360-572-520	Operating Supplies	.00	23,635.09	23,635.09-	.00	
360-572-630	Infrastructure	.00	3,185.14	3,185.14-	.00	
360-572-634	Engineering	.00	519.00	519.00-	.00	
360-572-635	Construction	.00	197,166.18	2,833.82	200,000.00	98.6%
Total PARKS & RECREATION:		.00	224,505.41	24,505.41-	200,000.00	112.3%
CAPITAL - SPORTS & PARK ADD Expenditure Total:		.00	224,505.41	24,505.41-	200,000.00	112.3%
Net Total CAPITAL - SPORTS & PARK ADD:		.00	224,505.41-	24,505.41	200,000.00-	112.3%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
FOSGATE TRAIL CONNECTION						
PARKS & RECREATION						
370-572-630	Developer Donations Carry Fwd	.00	.00	100,000.00	100,000.00	
Total PARKS & RECREATION:		.00	.00	100,000.00	100,000.00	
FOSGATE TRAIL CONNECTION Expenditure Total:		.00	.00	100,000.00	100,000.00	
Net Total FOSGATE TRAIL CONNECTION:		.00	.00	100,000.00-	100,000.00-	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - IMPACT FEE STUDY						
FINANCE & ADMINISTRATIVE						
380-513-310	Capital - Impact fee study	7,760.00	20,620.00	20,620.00-	.00	
Total FINANCE & ADMINISTRATIVE:		7,760.00	20,620.00	20,620.00-	.00	
CAPITAL - IMPACT FEE STUDY Expenditure Total:		7,760.00	20,620.00	20,620.00-	.00	
Net Total CAPITAL - IMPACT FEE STUDY:		7,760.00-	20,620.00-	20,620.00	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL -PW & IMPACT						
PUBIC WORKS						
390-539-605	Capital - PW Cap & Impact	22,808.79	129,186.25	129,186.25-	.00	
	Total PUBIC WORKS:	22,808.79	129,186.25	129,186.25-	.00	
	CAPITAL -PW & IMPACT Expenditure Total:	22,808.79	129,186.25	129,186.25-	.00	
	Net Total CAPITAL -PW & IMPACT:	22,808.79-	129,186.25-	129,186.25	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
WATER						
WATER UTILITY SERVICES						
400-533-120	Regular Salaries & Wages	.00	171,939.99	38,121.51	210,061.50	81.9%
400-533-140	Overtime	.00	10,075.74	1,075.74-	9,000.00	112.0%
400-533-210	FICA Matching	.00	14,078.01	2,680.19	16,758.20	84.0%
400-533-220	Retirement Plan	.00	30,897.62	1,066.43-	29,831.19	103.6%
400-533-230	Health Insurance	.00	29,872.11	9,727.89	39,600.00	75.4%
400-533-234	Short-Term Disability	.00	1,664.82	535.18	2,200.00	75.7%
400-533-240	Workers Compensation	.00	3,017.41	2,782.59	5,800.00	52.0%
400-533-310	Professional Services	6,818.50	60,374.25	56,874.25-	3,500.00	1725.0%
400-533-320	Accounting & Auditing	.00	7,000.00	2,800.00	9,800.00	71.4%
400-533-340	Contractual Services	3,389.20	107,395.37	39,395.37-	68,000.00	157.9%
400-533-350	Municode	.00	.00	2,500.00	2,500.00	
400-533-400	Travel	.00	49.31	1,450.69	1,500.00	3.3%
400-533-410	Telephone	401.29	3,377.15	2,622.85	6,000.00	56.3%
400-533-411	Internet	.00	8,823.54	3,323.54-	5,500.00	160.4%
400-533-420	Postage & Freight	.00	1,818.96	1,681.04	3,500.00	52.0%
400-533-430	Utilities	4,170.44	49,208.71	19,208.71-	30,000.00	164.0%
400-533-440	Rentals & Leases	.00	1,343.73	1,656.27	3,000.00	44.8%
400-533-450	Insurance	.00	40,916.56	17,083.44	58,000.00	70.5%
400-533-460	Repair & Maintenance	.00	17,572.34	27,427.66	45,000.00	39.0%
400-533-465	Repair & Replace (Retain)	3,215.64	21,215.64	74,423.46	95,639.10	22.2%
400-533-470	Printing & Copying	54.12	638.99	561.01	1,200.00	53.2%
400-533-490	Other Current Charges	2,906.60	5,706.73	3,206.73-	2,500.00	228.3%
400-533-495	Bank Finance Charges	.00	11,755.85	2,755.85-	9,000.00	130.6%
400-533-510	Office Supplies	29.25	449.31	1,050.69	1,500.00	30.0%
400-533-513	TM Allowance	.00	2,519.66	1,440.34	3,960.00	63.6%
400-533-520	Operating Supplies	1,252.43	23,689.60	1,689.60-	22,000.00	107.7%
400-533-521	Uniforms & Clothing	.00	632.22	117.78	750.00	84.3%
400-533-522	Small Tools & Equipment	2,631.03	9,318.22	1,818.22-	7,500.00	124.2%
400-533-524	Fuel	288.10	2,796.23	3,703.77	6,500.00	43.0%
400-533-540	Subscriptions, Membership	.00	3,876.54	2,376.54-	1,500.00	258.4%
400-533-550	Seminars And Training	.00	2,352.04	147.96	2,500.00	94.1%
400-533-577	Bulk Water	3,094.59	20,626.93	54,373.07	75,000.00	27.5%
400-533-609	Water Meter Replacement	.00	39,734.60	110,265.40	150,000.00	26.5%
Total WATER UTILITY SERVICES:		28,251.19	704,738.18	224,361.81	929,099.99	75.9%
WATER Expenditure Total:		28,251.19	704,738.18	224,361.81	929,099.99	75.9%
Net Total WATER:		28,251.19-	704,738.18-	224,361.81-	929,099.99-	75.9%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
WATER IMPACT FEE FUND						
Department: 533						
410-533-635	Water Impact Fees - Carry Fwd	2,543.75	244,219.15	244,219.15-	.00	
Total Department: 533:		2,543.75	244,219.15	244,219.15-	.00	
WATER IMPACT FEE FUND Expenditure Total:		2,543.75	244,219.15	244,219.15-	.00	
Net Total WATER IMPACT FEE FUND:		2,543.75-	244,219.15-	244,219.15	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL-WATER ENTERPRISE						
WATER UTILITY SERVICES						
420-533-640	Water Impact Machinery & Equip	.00	.00	.00	.00	
420-533-710	Water Impact - Loan Principal	.00	4,415.66	4,415.66-	.00	
420-533-720	Water Impact - Loan Interest	.00	1,389.34	1,389.34-	.00	
420-533-730	Water Impact - Service Fees	.00	3,263.00	3,263.00-	.00	
Total WATER UTILITY SERVICES:		.00	9,068.00	9,068.00-	.00	
CAPITAL-WATER ENTERPRISE Expenditure Total:		.00	9,068.00	9,068.00-	.00	
Net Total CAPITAL-WATER ENTERPRISE:		.00	9,068.00-	9,068.00	.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
SEWER-ENTERPRISE (WASTE WATER)						
SEWER UTILITY ENTERPRISE						
421-535-120	Regular Salaries & Wages	.00	31,905.41	1,070.15-	30,835.26	103.5%
421-535-210	FICA Matching	.00	2,219.05	139.85	2,358.90	94.1%
421-535-220	Retirement Plan	.00	4,752.64	836.56-	3,916.08	121.4%
421-535-230	Health Insurance	.00	4,856.26	5,283.74	10,140.00	47.9%
421-535-234	Short-Term Disability	.00	231.95	1,048.05	1,280.00	18.1%
421-535-239	Other Employer Contributions	.00	.00	100.00	100.00	
421-535-240	Workers Compensation	.00	81.55	298.45	380.00	21.5%
421-535-250	Uniforms & Clothing	.00	.00	250.00	250.00	
421-535-340	Contractual Services	.00	660.00	6,068.67	6,728.67	9.8%
421-535-430	Utilities	113.55	774.85	24,225.15	25,000.00	3.1%
421-535-460	Repair & Maintenance Res	.00	.00	102,282.09	102,282.09	
421-535-470	Printing & Copying	.00	814.46	685.55	1,500.00	54.3%
421-535-513	TM Allowance	.00	360.10	959.90	1,320.00	27.3%
421-535-576	Bulk Sewer Charges To Clermont	5,006.98	54,946.38	22,946.38-	32,000.00	171.7%
Total SEWER UTILITY ENTERPRISE:		5,120.53	101,602.64	116,488.36	218,091.00	46.6%
SEWER-ENTERPRISE (WASTE WATER) Expenditure Total:						
		5,120.53	101,602.64	116,488.36	218,091.00	46.6%
Net Total SEWER-ENTERPRISE (WASTE WATER):						
		5,120.53-	101,602.64-	116,488.36-	218,091.00-	46.6%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - SEWER ENTERPRISE						
SEWER UTILITY ENTERPRISE						
422-535-310	Professional Services	.00	108,100.01	108,100.01-	.00	
422-535-621	Generator	.00	.00	5,350,000.00	5,350,000.00	
422-535-630	Intragovernmental Carry Fwd	.00	.00	3,500,000.00	3,500,000.00	
422-535-634	Grants - Sewer	46,562.75	1,232,799.77	1,232,799.77-	.00	
Total SEWER UTILITY ENTERPRISE:		46,562.75	1,340,899.78	7,509,100.22	8,850,000.00	15.2%
CAPITAL - SEWER ENTERPRISE Expenditure Total:		46,562.75	1,340,899.78	7,509,100.22	8,850,000.00	15.2%
Net Total CAPITAL - SEWER ENTERPRISE:		46,562.75-	1,340,899.78-	7,509,100.22-	8,850,000.00-	15.2%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - STORM WATER						
WATER UTILITY SERVICES						
430-533-630	Infrastructure	.00	.00	1,350,000.00	1,350,000.00	
430-533-634	Grants	.00	53,114.00	53,114.00-	.00	
Total WATER UTILITY SERVICES:		.00	53,114.00	1,296,886.00	1,350,000.00	3.9%
CAPITAL - STORM WATER Expenditure Total:		.00	53,114.00	1,296,886.00	1,350,000.00	3.9%
Net Total CAPITAL - STORM WATER:		.00	53,114.00-	1,296,886.00-	1,350,000.00-	3.9%

Account Number	Account Title	2024 September Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
CAPITAL - LIBRARY						
LIBRARY						
500-571-120	Regular Salaries & Wages	.00	18,254.00	18,254.00-	.00	
500-571-140	Overtime	.00	1,126.80	1,126.80-	.00	
500-571-210	FICA Matching	.00	1,482.61	1,482.61-	.00	
500-571-340	Capital Project- Library	.00	2,094.02	2,094.02-	.00	
500-571-410	Telephone	.00	453.96	453.96-	.00	
500-571-470	Printing & Copying	.00	54.95	54.95-	.00	
500-571-520	Operating Supplies	.00	1,011.22	1,011.22-	.00	
500-571-634	Engineering	.00	49,295.94	49,295.94-	.00	
500-571-635	MV ARPA Funds (w/ Interest)	153,296.36	759,553.15	1,518,446.85	2,278,000.00	33.3%
Total LIBRARY:		153,296.36	833,326.65	1,444,673.35	2,278,000.00	36.6%
CAPITAL - LIBRARY Expenditure Total:		153,296.36	833,326.65	1,444,673.35	2,278,000.00	36.6%
Net Total CAPITAL - LIBRARY:		153,296.36-	833,326.65-	1,444,673.35-	2,278,000.00-	36.6%
Net Grand Totals:		513,499.01-	8,776,081.40-	8,523,260.60-	17,299,342.00-	50.7%

Report Criteria:

- Accounts to include: With balances or activity
- Print Fund Titles
- Page and Total by Fund
- Include Sources: None
- Print Source Titles
- Total by Source
- Include Revenues: None
- Exclude Departments: 559
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

Account Number	Account Title	2024				
		September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
GENERAL FUND						
001-311100	Ad Valorem Taxes	13.85	451,116.25	466,311.00	15,194.75	96.7%
001-311200	Delinquent Ad Valorem Taxes	.00	.00	10.00	10.00	
001-312410	Local Option Gas Tax	5,764.62	75,342.37	75,000.00	342.37	100.5%
001-312600	Discretionary Tax	12,619.11	200,052.06	180,000.00	20,052.06	111.1%
001-314100	Electric Service Tax	11,721.00	114,202.47	85,000.00	29,202.47	134.4%
001-314400	Natural Gas Service Tax	.00	4,694.71	3,600.00	1,094.71	130.4%
001-315100	Communications Service Tax	6,897.47	83,326.14	57,000.00	26,326.14	146.2%
001-316100	Prof. & Occup. License Tax	.00	.00	75.00	75.00	
001-323100	Electricity Franchise	18,479.16	177,794.33	140,000.00	37,794.33	127.0%
001-323400	Gas Franchise	.00	4,068.45	4,200.00	131.55	96.9%
001-329504	Permit Fire Reivew Fee	.00	893.10	500.00	393.10	178.6%
001-329505	Reinspection Fees	.00	19,907.49	7,500.00	12,407.49	265.4%
001-329506	Plan Review	.00	217,740.83	95,000.00	122,740.83	229.2%
001-329507	Building Permit Fees	.00	521,297.87	333,899.00	187,398.87	156.1%
001-329508	Administrative Fee	.00	181,050.43	115,000.00	66,050.43	157.4%
001-329509	State Permit Surcharge	.00	17,844.96	12,000.00	5,844.96	148.7%
001-329510	Zoning/Permit Appl Fees	.00	24,438.15	12,000.00	12,438.15	203.7%
001-329515	Row Utilization Fees	.00	1,497.50	500.00	997.50	299.5%
001-334908	Bal Fwd Fund Apprprtn- General	.00	.00	125,000.00	125,000.00	
001-335150	Alcoholic Beverage License	48.94	468.46	500.00	31.54	93.7%
001-335180	1/2 Cent Sales Tax	9,822.02	127,582.02	130,000.00	2,417.98	98.1%
001-335190	State Revenue Sharing	5,575.90	74,547.50	65,000.00	9,547.50	114.7%
001-337700	Grants & Donations	.00	.00	500.00	500.00	
001-338000	Library Interfocal w/ Lake Co	.00	38,763.00	35,000.00	1,763.00	105.0%
001-338100	One Cent Gas Tax - Lake Co.	.00	5,307.60	7,500.00	2,192.40	70.8%
001-341210	Notary, Copy, Fax Fees	.00	5,084.61	200.00	4,884.61	2542.3%
001-341215	Public Record Requests	.00	15.70	50.00	34.30	31.4%
001-341220	Mva Traffic Signal Maintenance	.00	1,393.58	2,300.00	906.42	60.6%
001-341500	Lien Search Charge	.00	1,875.00	1,500.00	375.00	125.0%
001-343400	Garbage Service Charges	25,542.84	260,642.57	295,000.00	34,357.43	88.4%
001-343410	Garbage Late Fee	188.00	1,838.91	1,200.00	638.91	153.2%
001-347210	Trunk Or Treat	.00	500.00	200.00	300.00	250.0%
001-347220	Montverde Day	.00	55,147.66	48,000.00	7,147.66	114.9%
001-347230	Easter Event	.00	.00	100.00	100.00	
001-347240	Light Up Montverde	.00	.00	100.00	100.00	
001-347261	License Plate Revenue	.00	84.50	100.00	15.50	84.5%
001-351100	Court Fines - Dept Hwy Safety	.00	3,094.10	4,800.00	1,705.90	64.5%
001-352100	Library Fines	.00	239.04	150.00	89.04	159.4%
001-354200	Code Compliance Fines	.00	179,761.20	12,000.00	167,761.20	1498.0%
001-361000	FEMA - Revenue	.00	48,060.95	.00	48,060.95	
001-361100	Interest Earnings	.00	27,322.38	22,000.00	5,322.38	124.2%
001-362100	17408 7Th Street Rental	.00	13,994.78	14,000.00	5.22	100.0%
001-362240	Ballfield Rental Revenue	.00	.00	200.00	200.00	
001-362260	Rental Income - Cell Tower	.00	39,706.00	41,000.00	1,294.00	96.8%
001-362300	Post Office Rental Revenue	.00	21,437.25	18,100.00	3,337.25	118.4%
001-364100	Asset Sales (Equip/Veh/Mchnry)	.00	.00	15,000.00	15,000.00	
001-366240	Community Building Rental	.00	3,715.00	2,000.00	1,715.00	185.8%
001-366245	Contributions To Cemetry	.00	275.00	6.00	269.00	4583.3%
001-369900	Other Revenues	.00	19,706.60	40,000.00	20,293.40	49.3%
001-381200	Bal Fwd Fund Appropriation	.00	.00	235,000.00	235,000.00	
001-388800	Library Book Sales	.00	.00	50.00	50.00	
Total Revenue:		96,672.91	3,023,830.52	2,704,151.00	319,679.52	111.8%
GENERAL FUND Revenue Total:		96,672.91	3,023,830.52	2,704,151.00	319,679.52	111.8%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
	Net Total GENERAL FUND:	98,672.91	3,023,830.52	2,704,151.00	319,679.52-	111.8%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
PARKS & REC IMPACT FEE FUND						
140-347200	Impact Fee Revenue	.00	73,268.76	150,000.00	76,731.24	48.8%
140-347201	Fund Balance Forward	.00	.00	50,000.00	50,000.00	
Total Revenue:		.00	73,268.76	200,000.00	126,731.24	36.6%
PARKS & REC IMPACT FEE FUND Revenue Total:		.00	73,268.76	200,000.00	126,731.24	36.6%
Net Total PARKS & REC IMPACT FEE FUND:		.00	73,268.76	200,000.00	126,731.24	36.6%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
ROAD & STREET IMPACT FEE FUND						
160-324218	Road & Streets Impact Fees	.00	70,159.25	120,000.00	49,840.75	58.5%
160-324219	Road & Streets Impact Fees Bal	.00	.00	120,000.00	120,000.00	
Total Revenue:		.00	70,159.25	240,000.00	169,840.75	29.2%
ROAD & STREET IMPACT FEE FUND Revenue Total:		.00	70,159.25	240,000.00	169,840.75	29.2%
Net Total ROAD & STREET IMPACT FEE FUND:		.00	70,159.25	240,000.00	169,840.75	29.2%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
ADMINISTRATIVE IMPACT FEE FUND						
170-324250	Admin Impact Fee - Library	6,987.22-	155,700.63	200,000.00	44,299.37	77.9%
170-324251	Admin Impact Fee Library C Fwd	.00	.00	250,000.00	250,000.00	
Total Revenue:		6,987.22-	155,700.63	450,000.00	294,299.37	34.8%
ADMINISTRATIVE IMPACT FEE FUND Revenue Total:		6,987.22-	155,700.63	450,000.00	294,299.37	34.6%
Net Total ADMINISTRATIVE IMPACT FEE FUND:		6,987.22-	155,700.63	450,000.00	294,299.37	34.6%

Account Number	Account Title	2024		Amended Budget	Revenue to be Received	% Of Budget
		September Actual	YTD Actual			
CAPITAL - BOAT RAMP						
330-334700	Slate DEP Grant	.00	.00	250,000.00	250,000.00	
330-334710	Stormwater Grants	.00	.00	100,000.00	100,000.00	
330-334711	LCWA Grant - Boat Ramp	.00	.00	80,000.00	80,000.00	
Total Revenue:		.00	.00	430,000.00	430,000.00	
CAPITAL - BOAT RAMP Revenue Total:		.00	.00	430,000.00	430,000.00	
Net Total CAPITAL - BOAT RAMP:		.00	.00	430,000.00	430,000.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
FOSGATE TRAIL CONNECTION						
370-336000	Developer Donations Carry Fwd	.00	.00	100,000.00	100,000.00	
	Total Revenue:	.00	.00	100,000.00	100,000.00	
	FOSGATE TRAIL CONNECTION Revenue Total:	.00	.00	100,000.00	100,000.00	
	Net Total FOSGATE TRAIL CONNECTION:	.00	.00	100,000.00	100,000.00	

Account Number	Account Title	2024		Amended Budget	Revenue to be Received	% Of Budget
		September Actual	YTD Actual			
WATER						
400-343300	Water Service Chrgs - Potable	51,487.99	549,300.42	525,000.00	24,300.42-	104.6%
400-343301	Bulk Water Sales	.00	20,003.53	2,500.00	17,503.53-	800.1%
400-343310	Irrigation Water Service Chrgs	29,039.68	212,816.84	105,000.00	107,816.84-	202.7%
400-343330	Administrative Fee	.00	32,768.02	7,800.00	24,968.02-	420.1%
400-343331	Water Meter Install Charges	.00	361,305.00	285,000.00	76,305.00-	126.8%
400-343390	Water Late Fees	894.32	6,474.01	3,200.00	3,274.01-	202.3%
400-343600	Surcharge	2,628.60	31,505.13	.00	31,505.13-	
400-361100	Interest Earnings	.00	11,709.58	500.00	11,209.58-	2341.9%
400-369900	Other Revenues	.00	.00	100.00	100.00	
Total Revenue:		84,050.59	1,225,882.53	929,100.00	296,782.53-	131.9%
WATER Revenue Total:		84,050.59	1,225,882.53	929,100.00	296,782.53-	131.9%
Net Total WATER:		84,050.59	1,225,882.53	929,100.00	296,782.53-	131.9%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
WATER IMPACT FEE FUND						
410-324210	Water Impact Fees	.00	425,611.98	275,000.00	150,611.98-	154.8%
410-324211	Water Impact Fees - Carry Fwd	.00	.00	800,000.00	800,000.00	
Total Revenue:		.00	425,611.98	1,075,000.00	649,388.02	39.6%
WATER IMPACT FEE FUND Revenue Total:		.00	425,611.98	1,075,000.00	649,388.02	39.6%
Net Total WATER IMPACT FEE FUND:		.00	425,611.98	1,075,000.00	649,388.02	39.6%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
CAPITAL-WATER ENTERPRISE						
420-334313	Water Loans	.00	96,525.00	.00	96,525.00-	
	Total Revenue:	.00	96,525.00	.00	96,525.00-	
	CAPITAL-WATER ENTERPRISE Revenue Total:	.00	96,525.00	.00	96,525.00-	
	Net Total CAPITAL-WATER ENTERPRISE:	.00	96,525.00	.00	96,525.00-	

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
SEWER-ENTERPRISE (WASTE WATER)						
421-343307	Sewer Connection Fees	5,950.00	79,300.00	58,000.00	21,300.00-	136.7%
421-343320	Sewer Service Charge	12,572.17	108,806.64	48,000.00	58,806.64-	222.5%
421-343390	Sewer Late Fees	145.03	1,366.58	500.00	866.58-	273.3%
421-343500	Surcharges Out of Town Limits	1,185.53	12,087.29	12,000.00	67.29-	100.6%
421-361100	Interest Earnings	.00	.00	250.00	250.00	
421-369900	Other Revenues	.00	.00	500.00	500.00	
421-381200	Balance Fwd Appropriations	.00	.00	98,841.00	98,841.00	
Total Revenue:		19,852.73	199,540.51	218,091.00	18,550.49	91.5%
SEWER-ENTERPRISE (WASTE WATER) Revenue Total:		19,852.73	199,540.51	218,091.00	18,550.49	91.5%
Net Total SEWER-ENTERPRISE (WASTE WATER):		19,852.73	199,540.51	218,091.00	18,550.49	91.5%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - SEWER ENTERPRISE						
422-334350	Grants - Sewer	.00	1,132,000.00	4,000,000.00	2,868,000.00	28.3%
422-334355	Intragovernmental Carry Fwd	.00	260,159.19	4,850,000.00	4,589,840.81	5.4%
Total Revenue:		.00	1,392,159.19	8,850,000.00	7,457,840.81	15.7%
CAPITAL - SEWER ENTERPRISE Revenue Total:		.00	1,392,159.19	8,850,000.00	7,457,840.81	15.7%
Net Total CAPITAL - SEWER ENTERPRISE:		.00	1,392,159.19	8,850,000.00	7,457,840.81	15.7%

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - STORM WATER						
430-334380	Grants	.00	.00	1,350,000.00	1,350,000.00	
	Total Revenue:	.00	.00	1,350,000.00	1,350,000.00	
	CAPITAL - STORM WATER Revenue Total:	.00	.00	1,350,000.00	1,350,000.00	
	Net Total CAPITAL - STORM WATER:	.00	.00	1,350,000.00	1,350,000.00	

Account Number	Account Title	2024 September Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
CAPITAL - LIBRARY						
500-324660	Intragovernmental Grant - Lib	.00	104,254.80	972,000.00	867,745.20	10.7%
500-332000	MV ARPA Funds (w/ Interest)	.00	428,957.00	866,000.00	427,043.00	50.1%
	Total Revenue:	.00	533,211.80	1,828,000.00	1,294,788.20	29.2%
	CAPITAL - LIBRARY Revenue Total:	.00	533,211.80	1,828,000.00	1,294,788.20	29.2%
	Net Total CAPITAL - LIBRARY:	.00	533,211.80	1,828,000.00	1,294,788.20	29.2%
	Net Grand Totals:	193,609.01	7,195,890.17	18,374,342.00	11,178,451.83	39.2%

Report Criteria:

- Accounts to include: With balances or activity
- Print Fund Titles
- Page and Total by Fund
- Include Departments: None
- Print Department Titles
- Total by Department
- Include Objects: None
- All Segments Tested for Total Breaks

**DISCUSSION AND AUTHORIZATION FOR TOWN MANAGER TO
PAY REMAINING BALANCE OF DEP LOAN # DW351300**

**Florida State Revolving Fund
Amortization Schedule Report**

**Sponsor: Montverde
Funding Number: DW-351300**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-351300	1	\$9,068.00	Aug 15, 2024	1.670 %	\$4,415.66	\$1,362.09	\$0.00	\$3,263.00	\$27.25	\$158,709.34
	2	\$9,068.00	Feb 15, 2025	1.670 %	\$7,742.78	\$1,325.22	\$0.00	\$0.00	\$0.00	\$150,966.56
	3	\$9,068.00	Aug 15, 2025	1.670 %	\$7,807.43	\$1,260.57	\$0.00	\$0.00	\$0.00	\$143,159.13
	4	\$9,068.00	Feb 15, 2026	1.670 %	\$7,872.62	\$1,195.38	\$0.00	\$0.00	\$0.00	\$135,286.51
	5	\$9,068.00	Aug 15, 2026	1.670 %	\$7,938.36	\$1,129.64	\$0.00	\$0.00	\$0.00	\$127,348.15
	6	\$9,068.00	Feb 15, 2027	1.670 %	\$8,004.64	\$1,063.36	\$0.00	\$0.00	\$0.00	\$119,343.51
	7	\$9,068.00	Aug 15, 2027	1.670 %	\$8,071.48	\$996.52	\$0.00	\$0.00	\$0.00	\$111,272.03
	8	\$9,068.00	Feb 15, 2028	1.670 %	\$8,138.88	\$929.12	\$0.00	\$0.00	\$0.00	\$103,133.15
	9	\$9,068.00	Aug 15, 2028	1.670 %	\$8,206.84	\$861.16	\$0.00	\$0.00	\$0.00	\$94,926.31
	10	\$9,068.00	Feb 15, 2029	1.670 %	\$8,275.37	\$792.63	\$0.00	\$0.00	\$0.00	\$86,650.94
	11	\$9,068.00	Aug 15, 2029	1.670 %	\$8,344.46	\$723.54	\$0.00	\$0.00	\$0.00	\$78,306.48
	12	\$9,068.00	Feb 15, 2030	1.670 %	\$8,414.14	\$653.86	\$0.00	\$0.00	\$0.00	\$69,892.34
	13	\$9,068.00	Aug 15, 2030	1.670 %	\$8,484.40	\$583.60	\$0.00	\$0.00	\$0.00	\$61,407.94
	14	\$9,068.00	Feb 15, 2031	1.670 %	\$8,555.24	\$512.76	\$0.00	\$0.00	\$0.00	\$52,852.70
	15	\$9,068.00	Aug 15, 2031	1.670 %	\$8,626.68	\$441.32	\$0.00	\$0.00	\$0.00	\$44,226.02
	16	\$9,068.00	Feb 15, 2032	1.670 %	\$8,698.71	\$369.29	\$0.00	\$0.00	\$0.00	\$35,527.31
	17	\$9,068.00	Aug 15, 2032	1.670 %	\$8,771.35	\$296.65	\$0.00	\$0.00	\$0.00	\$26,755.96
	18	\$9,068.00	Feb 15, 2033	1.670 %	\$8,844.59	\$223.41	\$0.00	\$0.00	\$0.00	\$17,911.37
	19	\$9,068.00	Aug 15, 2033	1.670 %	\$8,918.44	\$149.56	\$0.00	\$0.00	\$0.00	\$8,992.93
	20	\$9,068.02	Feb 15, 2034	1.670 %	\$8,992.93	\$75.09	\$0.00	\$0.00	\$0.00	\$0.00
DW-351300 Totals					\$163,125.00	\$14,944.77	\$0.00	\$3,263.00	\$27.25	

Combined	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
8/15/2024	1	\$9,068.00	\$4,415.66	\$1,362.09	\$0.00	\$3,263.00	\$27.25	\$158,709.34

**Florida State Revolving Fund
Amortization Schedule Report**

**Sponsor: Montverde
Funding Number: DW-351300**

Combined Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
2/15/2025	2	\$9,068.00	\$7,742.78	\$1,325.22	\$0.00	\$0.00	\$0.00	\$150,966.56
8/15/2025	3	\$9,068.00	\$7,807.43	\$1,260.57	\$0.00	\$0.00	\$0.00	\$143,159.13
2/15/2026	4	\$9,068.00	\$7,872.62	\$1,195.38	\$0.00	\$0.00	\$0.00	\$135,286.51
8/15/2026	5	\$9,068.00	\$7,938.36	\$1,129.64	\$0.00	\$0.00	\$0.00	\$127,348.15
2/15/2027	6	\$9,068.00	\$8,004.64	\$1,063.36	\$0.00	\$0.00	\$0.00	\$119,343.51
8/15/2027	7	\$9,068.00	\$8,071.48	\$996.52	\$0.00	\$0.00	\$0.00	\$111,272.03
2/15/2028	8	\$9,068.00	\$8,138.88	\$929.12	\$0.00	\$0.00	\$0.00	\$103,133.15
8/15/2028	9	\$9,068.00	\$8,206.84	\$861.16	\$0.00	\$0.00	\$0.00	\$94,926.31
2/15/2029	10	\$9,068.00	\$8,275.37	\$792.63	\$0.00	\$0.00	\$0.00	\$86,650.94
8/15/2029	11	\$9,068.00	\$8,344.46	\$723.54	\$0.00	\$0.00	\$0.00	\$78,306.48
2/15/2030	12	\$9,068.00	\$8,414.14	\$653.86	\$0.00	\$0.00	\$0.00	\$69,892.34
8/15/2030	13	\$9,068.00	\$8,484.40	\$583.60	\$0.00	\$0.00	\$0.00	\$61,407.94
2/15/2031	14	\$9,068.00	\$8,555.24	\$512.76	\$0.00	\$0.00	\$0.00	\$52,852.70
8/15/2031	15	\$9,068.00	\$8,626.68	\$441.32	\$0.00	\$0.00	\$0.00	\$44,226.02
2/15/2032	16	\$9,068.00	\$8,698.71	\$369.29	\$0.00	\$0.00	\$0.00	\$35,527.31
8/15/2032	17	\$9,068.00	\$8,771.35	\$296.65	\$0.00	\$0.00	\$0.00	\$26,755.96
2/15/2033	18	\$9,068.00	\$8,844.59	\$223.41	\$0.00	\$0.00	\$0.00	\$17,911.37

**Florida State Revolving Fund
Amortization Schedule Report**

**Sponsor: Montverde
Funding Number: DW-351300**

Combined	Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
	8/15/2033	19	\$8,068.00	\$8,918.44	\$149.56	\$0.00	\$0.00	\$0.00	\$8,992.93
	2/15/2034	20	\$8,068.02	\$8,992.93	\$75.09	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$181,360.02	\$163,125.00	\$14,944.77	\$0.00	\$3,263.00	\$27.25	

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

TOWN OF MONTVERDE, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
PLANNING AND DESIGN LOAN AGREEMENT
DW351300**

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

DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN
AGREEMENT

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DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN
AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND
PLANNING AND DESIGN LOAN AGREEMENT**

DW351300

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

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Project Sponsor applied for the financing of Planning and Design Activities, and the Department has determined that all requirements for a Loan have been met.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, 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 agreement.
- (2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "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.
- (5) "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.

(6) "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, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor 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.

(9) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(11) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

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

(14) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(15) "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.

(16) "Planning Activities" shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(17) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(18) "Project" shall mean the Planning and Design Activities for the alternative water supply and water treatment plant expansion.

(19) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(20) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(21) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

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 Project Sponsor warrants, represents and covenants that:

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

(2) The Project Sponsor 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 Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its Planning and Design Activities financed by this Loan.

(6) All Project Sponsor 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 Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, 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 Project Sponsor shall take such action to comply with this agreement.

(7) The Project Sponsor shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor 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 Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(8) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Project Sponsor agrees to complete the Planning and Design Activities 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 Project Sponsor are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing Planning and Design Activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

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

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$163,125	140129

(2) Audits.

(a) In the event that the Project Sponsor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Project Sponsor, the Project Sponsor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Project Sponsor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Project Sponsor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Project Sponsor expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor in which the \$750,000 threshold has not been met. In the event that the Project Sponsor

expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Project Sponsor's resources obtained from other than State entities).

(d) The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Project Sponsor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Project Sponsor 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
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Project Sponsor directly to the Department at either of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) 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 Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 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 Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor 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 Project Sponsor 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 Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor 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 Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor 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 Project Sponsor 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 - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth

of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

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

4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Planning and Design Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any.

Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.03. DISBURSEMENTS.

Disbursements shall be made 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. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning and design 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; and proof of payment.

(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.

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

Requests by the Project Sponsor for disbursements of the planning and design 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 62-552.680, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

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

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor 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 Project Sponsor 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) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(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 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor 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 Project Sponsor 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 Project Sponsor, 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 Project Sponsor, 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 Project Sponsor, 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 Project Sponsor, for the purpose of effecting a composition between the Project Sponsor 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 Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, 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 Project Sponsor 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 Project Sponsor 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 and subject to the rights of others having prior liens on the Pledged Revenues, 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, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(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, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, 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 - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

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 Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Planning and Design Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor 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, 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). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor 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 Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, 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 4.02) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, 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. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor 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 Project Sponsor 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 Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor 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 PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'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, 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**

8.10. SCRUTINIZED COMPANIES.

(1) The Project Sponsor 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 Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, 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 Project Sponsor 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 Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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 Project Sponsor 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.

8.11. SUSPENSION.

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

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor 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 Project Sponsor 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 reinstated the Agreement.

Project Sponsor 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 Project Sponsor 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 Project Sponsor, 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.

ARTICLE IX – RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is \$164,325, which includes \$163,125 to be disbursed to the Project Sponsor and \$1,200 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$3,263 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$163,125. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and will be assessed in the final Loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayments following the Final Amendment.

10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 1.67 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before October 1, 2021, the interest rate may be adjusted.

10.04. LOAN TERM.

The Loan term shall be 10 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$9,133 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on February 15, 2023 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$167,588, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the facilities planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Project Sponsor's audit or the Department's audit.

The Project Sponsor agrees to the following estimates of the Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning and Design Activities	163,125
Capitalized Interest	1,200
TOTAL (Loan Principal Amount)	<u>164,325</u>

10.07. SCHEDULE.

All Planning and Design Activities shall be completed no later than the completion dates set forth below to enable the Department to accept the engineering documents.

(1) This Agreement shall be effective on May 12, 2021. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of all Planning and Design Activities for all Project facilities proposed for loan funding no later than August 15, 2022.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than August 15, 2022.

(4) The first Semiannual Loan Payment in the amount of \$9,133 shall be due February 15, 2023.

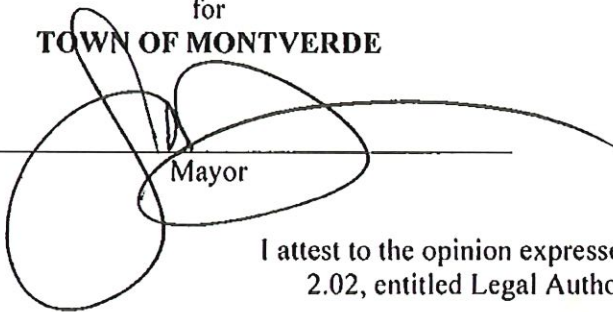
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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW351300 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 Project Sponsor 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



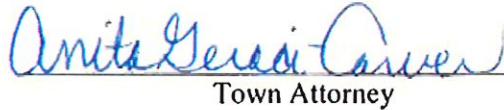
Mayor

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

Trina
Vielhauer

Digitally signed by Trina
Vielhauer
Date: 2021.10.14
14:28:00 -04'00'

Secretary or Designee

Date

APPOINTMENTS TO THE PLANNING AND ZONING BOARD

PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 2024-39

ORDINANCE 2024-39

AN ORDINANCE OF THE TOWN OF MONTVERDE, LAKE COUNTY, FLORIDA; RELATING TO THE REGULATION OF THE OPERATION OF GOLF CARTS ON PUBLIC STREETS WITHIN THE TOWN OF MONTVERDE; AMENDING CHAPTER 24 OF THE MONTVERDE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Montverde has certain responsibilities for the public health, safety and welfare within the Town limits; and

WHEREAS, Chapter 166, Florida Statutes, authorizes towns and municipalities to adopt ordinances to protect the citizen's health, safety and welfare, in exercise of the Town's police power; and

WHEREAS, in Ordinance 2017-18 the Town Council authorized the operation of golf carts within the Town; and

WHEREAS, the Town Council has considered the speed, volume, and character of motor vehicle traffic using the roads and streets named herein and finds that golf carts may safely travel on or cross the public roads or streets listed in this ordinance;

WHEREAS, the Town Council has determined that it is in the best interests of the Town to amend regulations for the operation of golf carts on public streets within the Town, and desires to amend its Code to comply with recently revised legislative changes relating to the operation of golf carts on public roads; and

WHEREAS, the Town of Montverde has advertised as required by law for a public hearing prior to adoption of this Ordinance; and

WHEREAS, the Town Council of the Town of Montverde, Lake County, Florida hereby finds and declares that the adoption of this ordinance is necessary, appropriate, and in the public interest of the citizens of this community.

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

Section 1. Recitals.

The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this ordinance.

Section 2. Definition of golf cart.

That Sec. 24-60, Article IV, Chapter 24, of the Montverde Code of Ordinances is hereby amended to read as follows:

Sec. 24-60. Definition of golf cart

Pursuant to Section 316.003(26), *Florida Statute*, a “golf cart” is defined as a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes.

Section 3. Authorization to operate golf carts.

That Sec. 24-61, Article IV, Chapter 24, of the Montverde Code of Ordinances is hereby amended to read as follows:

Sec. 24-61. Authorization to operate golf carts

- (a) Golf carts meeting the definition set forth in the previous section may be operated on all of the public roads and streets within the corporate limits of the Town of Montverde where the posted speed is 30 mph or less, except as specified below:
 - (1) Until such time as Lake County approves, golf carts are prohibited from operating on Fosgate Road, CR 455, and Ridgewood Avenue, except at controlled intersections specified in a resolution adopted by Town Council. Each designated controlled intersection shall be posted with signage.
- (b) Golf cart operation on sidewalks is prohibited, except by town employees/agents performing official duties of the Town.
- (c) Golf cart operation on trails is prohibited.
- (d) Golf cart operation within Town parks is prohibited, except by town employees/agents performing official duties of the Town. The town manager may designate golf cart parking within town parks, and if so designated, then golf carts are permitted within the designated golf cart parking area.
- (e) In accordance with Florida law, a golf cart may not be operated on public roads or streets by any person under the age of 14 18 unless he or she possesses a valid learner’s driver license or valid driver license.

Section 4. Hours of operation.

That Sec. 24-63, Article IV, Chapter 24, of the Montverde Code of Ordinances is hereby amended to read as follows:

Sec. 24-63. Hours of Operation

Golf carts shall only be permitted to operate on any street specified in Section 24-61 during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals, and a windshield as required by s.316.212, F.S.

Section 5. Conflicts And Ordinances Repealed.

All ordinances or parts of ordinances in conflict are hereby repealed.

Section 6. Severability.

If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 7. Codification.

It is the intent of the Town Council of the Town of Montverde that the provisions of this chapter shall become and made a part of the Town of Montverde Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. Effective Date.

This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED by the Town of Montverde, Lake County, Florida this ____ day of _____, 2024.

Joe Wynkoop, Mayor

Attest:

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

First Reading _____

Second Reading _____

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

	Yea	Nay
Councilmember Jim Ley		
Councilmember Allan Hartle		
Councilmember Carol Womack		
Councilmember Joe Morganelli		
Mayor Joe Wynkoop		

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website no later than the time notice of the proposed ordinance is published in the newspaper.

AN ORDINANCE OF THE TOWN OF MONTVERDE, LAKE COUNTY, FLORIDA; RELATING TO THE REGULATION OF THE OPERATION OF GOLF CARTS ON PUBLIC STREETS WITHIN THE TOWN OF MONTVERDE; AMENDING CHAPTER 24 OF THE MONTVERDE CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):The ordinance amends an existing code provision regulating the use of golf carts pursuant to s.316.003, Florida Statutes. The ordinance clarifies that golf carts may operate on all the public roads and streets within the Town where the posted speed is 30 mph or less, except on County roads until Lake County provides authority for their operation on County roads. The ordinance further prohibits use of golf carts on trails, and prohibits within Town parks unless employees/agents performing official duties of the Town within the park. A similar exception is included for operation on sidewalks. The town manager is authorized to designate golf cart parking within the Town parks, and if so designated, then use of golf carts in the designated parking area is permitted. Finally, the ordinance is updated to comply with revisions to Florida law relating to the minimum age to operate a golf cart and required equipment if operating during hours other than between sunrise and sunset. The ordinance protects the public health, safety and welfare within the Town limits in the Town's exercise of its police powers.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any: No economic impact.

(a) An estimate of direct compliance costs that businesses may reasonably incur; No costs of compliance.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible No new charge or fee is imposed by the ordinance.; and

(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs. No regulatory costs are incurred. No revenues are generated as there are no new charge or fee being imposed by the ordinance

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: No impact on businesses.

4. Additional information the governing body deems useful (if any):

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated individuals as well as businesses and, therefore, to the extent it affects businesses, the proposed ordinance does not affect only businesses.

RESOLUTION NO. 2024-129

RESOLUTION 2024-129

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING THE AGREEMENT FOR USE OF THE ALERTLAKE EMERGENCY NOTIFICATION SYSTEM BETWEEN LAKE COUNTY, FLORIDA, AND THE TOWN OF MONTVERDE, FLORIDA; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lake County, pursuant to Sections 252.35(2)(a)6 and 252.38, Florida Statutes, entered into a Memorandum of Agreement (“MOA”) with the Florida Division of Emergency Management (“Division”) for the utilization of the notification system provided by the Division to transmit emergency alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivisions; and

WHEREAS, the Town desires to use the notification system for the uses allowed by the MOA and Division; and

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

WHEREAS, the Town Council finds it to be in the public interest to enter into the Agreement with the Lake County.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Agreement for Use of the AlertLake Emergency Notification System between Lake County, Florida, and the Town of Montverde, Florida, a copy of which is attached hereto, is approved.

Section 3. The Town Council approves and authorizes the town manager to execute the Agreement between Lake County, Florida, and the Town of Montverde, Florida.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND RESOLVED this 8th day of October, 2024 by the Town Council of the Town of Montverde, Florida.

Joe Wynkoop, Mayor

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

**AGREEMENT FOR USE OF THE
ALERTLAKE EMERGENCY NOTIFICATION SYSTEM**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the Town of Montverde, a Florida municipality organized under the laws of the State of Florida, hereinafter referred to as the “Town.”

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Government Coordination Act authorizes public entities to enter into agreements with one another which further the purposes and goals of each entity; and

WHEREAS, the County, pursuant to Sections 252.35(2)(a)6 and 252.38, Florida Statutes, entered into a Memorandum of Agreement (“MOA”) with the Florida Division of Emergency Management (“Division”) for the utilization of the notification system provided by the Division to transmit emergency alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivisions; and

WHEREAS, the County must abide by the MOA in order to access and receive the benefits of the emergency notification system administered by the Division; and

WHEREAS, the Town desires to utilize the emergency notification system administered by the Division; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.
2. **Town’s Obligations.**
 - A. The Town shall abide by the County’s duties and responsibilities as set forth in the MOA, attached herein and incorporated by reference as **Attachment A**, Article 2, Section B.
 - B. The Town shall utilize the AlertLake Standard Operating Guidelines (SOGs) which set forth the use of the emergency notification system when sending outbound messages, which would be limited to Town employees only.
 - C. All public records requests to Town shall be forwarded to and be the responsibility of the Town for processing and response.
3. **County Obligations.**
 - A. The County shall be responsible for updating and maintaining the Standard Operating Guidelines (SOGs) which outline the use of the emergency notification system.
 - B. The County shall provide the Town with 24-hour access to AlertLake at no cost to the Town.

AGREEMENT FOR USE OF THE ALERTLAKE EMERGENCY NOTIFICATION SYSTEM

4. **Term of Agreement.** This Agreement shall become effective upon both parties executing the agreement and it shall remain in force for twelve (12) months from the date of execution unless terminated as provided below. This Agreement shall renew automatically for up to three (3) additional terms of twelve (12) months each.

5. **Termination.** This Agreement may be terminated by either party without cause with sixty (60) days' notice to the non-terminating party.

6. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Office Box 7800
Tavares, FL 32778-7800

TOWN

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

Notice sent by facsimile transmission shall not be accepted.

7. **Modification.** It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Entire Agreement.** It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

9. **Liability.** The Town shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any negligent action or omission of the Town or its officers, employees, and agents in connection with the performance of this Agreement.

The County shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the County or its officers, employees, and agents in connection with the performance of this Agreement.

Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Town or County may have under Florida law. The provisions of this Section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

Nothing herein shall be construed as one party designating or otherwise relinquishing to the other party the responsibility for operation of its respective facility. Each party shall continue to remain responsible for the maintenance and operation of its facility.

AGREEMENT FOR USE OF THE ALERTLAKE EMERGENCY NOTIFICATION SYSTEM

10. **Insurance.** Each party shall secure and maintain during the life of this Agreement or any renewal statutory worker's compensation, liability insurance with limits as set forth in Section 768.28, Florida Statutes, and property loss, casualty or damage coverage sufficient to meet the obligations contained herein. Each party shall retain the option of discharging this obligation by means of a funded self-insurance program.

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the Town signing by its duly authorized representative.

TOWN

Paul Larino, Town Manager

This _____ day of _____, 2024.

ATTEST:

Sandy Johnson
Town Clerk

Approved as to form and legality:

Anita Geraci-Carver
Town Attorney

AGREEMENT FOR USE OF THE ALERTLAKE EMERGENCY NOTIFICATION SYSTEM

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Gary J. Cooney, Clerk
of County Commissioners of
Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2024.

Approved as to form and legality:

Melanie Marsh
County Attorney

Attachment A

**MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND LAKE
COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and the Lake County Board of County Commissioners] (hereinafter referred to as the "County"), (hereinafter collectively referred to as the "Parties").

WHEREAS, Section 252.35(2)(a)6 of the Florida Statutes, requires the Division to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, the Division has executed contract DEM-D0003/RFQ-DEM-18-19-021 ("Contract") with Everbridge, Inc. (hereinafter referred to as the "Contractor") for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the "notification system"); and,

WHEREAS, the Division is funding and providing the notification system at no local cost to eligible subdivisions for the term of July 1, 2019 through June 30, 2024 and subsequent Contract renewals (if any), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38 of the Florida Statutes establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, the County desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under Section 252.38, F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the Contract, and shall automatically renew as long as the Division continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant to Section 287.057(14), F.S. who will enforce the performance of the

Contract terms and conditions and serve as a liaison with the Contractor.

- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under Section 119.071(5)(j), F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the County as specified in Minimum Support Requirement number eight of the Contract's Scope of Work.

B. LAKE COUNTY

The County:

- I. Acknowledges the terms and conditions of the Division's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Contractor's End User License Agreement, incorporated in the Contract as Exhibit "C" and the Contractor's Acceptable Use Policy, available via <https://www.everbridge.com/about/legal/acceptable-use-policy/>
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the County's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:
 - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar

- actions;
- b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the County's steady-state operational posture;
 - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the County impacted by a disaster.
 - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
 - e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
 - f. Automated weather warnings, provided by the National Weather Service.
 - g. Notification and recall of County employees, contractors, and other response partners, that support the activation of the County's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
 - h. Non-Weather Messages (NWMs) that the County is authorized to broadcast via their IPAWS Alerting Authority, including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available.
- IV. Acknowledges that access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the County:
- a. Acquiring its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA); and,
 - b. Registering with the National Weather Service for access to HazCollect.

- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the Initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the County, to include, at minimum, the following topics:
 - a. Defining the local organization administrator(s);
 - b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
 - c. Establishing a message drafting and approval process;
 - d. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data; and,
 - e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County's organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the Division at any time during the Agreement.

- VII. Acknowledges that the Contractor provides additional notification system capabilities and services which are not covered under the Division's Contract for the notification system (hereinafter referred to as "non-covered services"). If the County desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the County will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The County will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor's provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

For the Division:
Andrew Sussman, Hurricane Program
Manager/AlertFlorida Contract Manager

For the County:
Thomas G. Carpenter
Director

2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4110
Email: Andrew.Sussman@em.myflorida.com

P.O. Box 7800
Tavares, FL 32778
Telephone: 352-343-9420
Email: tcarpenter@lakecountyfl.gov

4. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

5. LIABILITY

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-D0003 between the Division and the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

COUNTY

ATTEST:



Gary J. Cooney, Clerk of the Board of County Commissioners of Lake County, Florida

Lake County, through its BOARD OF COUNTY COMMISSIONERS

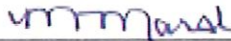


Leslie Campione, Chairman



This 12th day of November, 2019.

Approved as to as form and legality:



Melanie Marsh
County Attorney

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: 

Jared Moskowitz, Director
Kevin Guthrie

12/3/19

Date

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge's Unified Critical Communication Suite ("Everbridge Platform"). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision's keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization ("Org") contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.

RESOLUTION NO. 2024-131

40 CFR 141.84(a)(4)(ii) states the following:

(ii) "Galvanized Requiring Replacement," where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a "Lead Status Unknown" service line. If the water system is unable to demonstrate that the galvanized service line was never downstream of a lead service line, it must presume there was an upstream lead service line.

The crux of the matter lies in the word 'demonstrate' in the last sentence. The issue is that we have other galvanized lines in the system and lack full construction plans for the original water systems. While there are ways to investigate and examine the town's main waterlines, this would be significantly more costly than replacing the 84 service lines that supply the homes.

.



Notification of Known or Potential Service Line Containing Lead

Under the 2021 Lead and Copper Rule Revisions (LCRR), water systems must provide people with specific information about their service lines. This requirement begins on **October 16, 2024**. Since this is a new regulatory requirement, EPA recommends water systems plan ahead to ensure readiness to comply with the new requirements. This fact sheet provides an overview of the EPA’s requirements for content, delivery, and timing of this notification.

NOTIFICATION OF KNOWN OR POTENTIAL SERVICE LINE (SL) CONTAINING LEAD

It is important for consumers to know if the water they are receiving has been delivered through a lead, galvanized requiring replacement (GRR), or lead status unknown service line. This information is intended to help owners and/or occupants make decisions on whether and what actions to take to reduce their exposure to lead in drinking water.

Who must meet this requirement?

All community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) must provide notification of known or potential SL containing lead when applicable.

CONTENT

What Must be Included in Notification of Known or Potential SL containing lead?

Notification content requirements differ depending on if the consumer is serviced by a lead, GRR, or lead status unknown service line.

Lead	GRR	Lead Status Unknown
✓ A statement that the service line is lead.	✓ A statement that the service line is GRR.	✓ A statement that the service line material is unknown but may be lead.
✓ An explanation of the health effects of lead as specified in the rule and below.	✓ An explanation of the health effects of lead as specified in the rule and below.	✓ An explanation of the health effects of lead as specified in the rule and below.
✓ Steps persons at the service connection can take to reduce exposure to lead in drinking water.	✓ Steps persons at the service connection can take to reduce exposure to lead in drinking water.	✓ Steps persons at the service connection can take to reduce exposure to lead in drinking water.
✓ Information about opportunities to replace LSLs as well as programs that provide financing solutions to replace the LSL.*	✓ Information about opportunities for replacement of the service line.	✓ Information about opportunities to verify the material of the service line.

*EPA recommends that water systems ask the owner of the service connection to contact the water system prior to making any arrangements to have the service line replaced.

Health Effects Language: *Exposure to lead in drinking water can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney or nervous system problems.*

WHO DO I NEED TO PROVIDE A NOTIFICATION TO?

Notifications must be provided to people served by the water system by the given service line.

HOW DO I PROVIDE A NOTIFICATION OF KNOWN OR POTENTIAL SL CONTAINING LEAD?

You must provide the notification, by mail or by another method approved by the primacy agency. An example of another method may be a NTNCWS posting the results on a bulletin board in the facility to allow consumers to review the information.

WHEN DO I PROVIDE NOTIFICATION OF KNOWN OR POTENTIAL LSL?

The timing requirements for initial, repeat, and discontinuing notification of known or potential LSL are as follows:

Initial: You must provide the initial notification within **30 days of completion of the initial SL inventory**. You must also provide the notice for new customers at the time-of-service initiation.

Repeat: You must provide repeat notification on an annual basis.

Discontinuing: You may discontinue notification when the entire service line is no longer lead, GRR, or lead status unknown.

ADDITIONAL RESOURCES

For more information about LSLs, see the EPA's LSL webpage:

<https://www.epa.gov/ground-water-and-drinking-water/lead-service-lines>

For more information about lead in drinking water, see the EPA's Basic Information about Lead in Drinking Water webpage:

<https://www.epa.gov/ground-water-and-drinking-water/basic-information-about-lead-drinking-water>

For more information about the notification of known or potential LSLs, see the EPA's LCR Implementation Tools webpage:

<https://www.epa.gov/dwreginfo/lead-and-copper-rule-implementation-tools>

RESOLUTION NO. 2024-131

A RESOLUTION OF TOWN OF MONTVERDE, FLORIDA, APPROVING THE SERVICE LINE REPLACEMENT FUNDING PROGRAM; ALLOCATING FUNDING; WAIVING BUILDER PERMIT FEES RETAINED BY THE TOWN; PROVIDING DIRECTIONS TO THE TOWN MANAGER; AUTHORIZING THE TOWN MANAGER TO ADMINISTER THE PROGRAM; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, pursuant to the 202 Lead and Copper Rule Revisions the Town of Montverde prepared and maintains an inventory of potable water service line materials for utility customers within the Town of Montverde; and

WHEREAS, the Town is required to provide customers with specific information about their service lines, specifically if the water is delivered through a lead, galvanized requiring replacement, or lead status unknown service line; and

WHEREAS, based on the number of service lines requiring replacement the total cost is estimated to be \$120,000; and

WHEREAS, the Town Council desires to allocate funds to assist its customers for service line replacements by establishing the Service Line Replacement Program, to include waiver of related building permit fees retained by the Town, funding for replacement of service lines, notice to affected customers, and a deadline to comply in order to receive funding assistance; and

WHEREAS; the Town Council further desires to authorize the Town Manager to administer the Program and take such actions as reasonably necessary to accomplish the intent and goals of the Program.

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

Section 1. The Service Line Replacement Program as set forth herein is approved.

Section 2. The Town Council authorizes the town manager to administer the Service Line Replacement Program and take such actions as reasonably necessary to accomplish the intent and goals of the Program.

Intent and Goal: Replace potable water service lines of Town customers where water is delivered a lead, galvanized requiring replacement, or lead status unknown service line.

Funding: The Town will provide reimbursement for a service line replacement (a lead, galvanized requiring replacement, or lead status unknown service line only) as follows:

- Replacement of a service line must start from the meter to the structure's foundation, typically connected to the main shut-off valve.

- If the homeowner replaces the water service line himself/herself, he/she will be reimbursed up to \$200 for the line replacement. The replacement must meet Florida Building Code Requirements. Paid invoice(s) of materials/labor must be provided to the Town.
- If the homeowner contracts with a Florida-licensed plumber to replace the water service line, the Town will reimburse the homeowner up to \$400.00 for the line replacement. The replacement must meet Florida Building Code Requirements. Paid invoice(s) of materials/labor must be provided to the Town.
- If special circumstances exist, such as a service line replacement over 50 feet or a lot condition that results in an excessive cost, the town manager is authorized to use his discretion to increase the reimbursement amount on a case-by-case basis up to \$1,000.00.
- In addition, the Town will waive the Town's portion of the building permit fee as provided below; however, a building permit must be applied for and obtained:

Building Permit	\$57.50
Administration	\$ 7.50
State Surcharge	\$ 2.00
Technology Fee	\$ 5.00

Notice and Deadline: The Town will notify the property owner of the service line material and information about the Service Line Replacement Program by certified U.S. Mail and regular U.S. Mail at the address in the Town's utility billing data base and if different, at the mailing address listed for the property owner by the Lake County Property Appraiser's office. The property owner will have 9 months from the date of the notice to complete the service line replacement, and submit an invoice(s) to the Town seeking reimbursement. If the service line has not been replaced within 9 months from the date of the notice, the Town will send a second notice by certified U.S. Mail only, providing an additional 60 days from the date of the second notice to complete the service line replacement, and submit an invoice(s) to the Town seeking reimbursement. If the service line replacement is not completed within the timeframes established herein, then the Town will send a notice by certified U.S. Mail only notifying the property owner that the water service will be discontinued in 30 days from the date of the notice if the service line is not replaced.

Section 3. The town manager is authorized to utilize funds in the Town's adopted 2024/2024 fiscal year budget to fund the Program, and is directed to prepare a budget amendment for Council's consideration of expenditures for the Program exceeding the amount budgeted.

Section 4. The Town Council is authorized pursuant to Ch. 166, Florida Statutes, to expend funds for a public purpose.

Section 5. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. 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 7. 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 11th day of November, 2024.

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

RESOLUTION NO. 2024-138

RESOLUTION 2024-138

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL TO MONTVERDE ACADEMY FOR EXPANSION OF THE HENRY D. ROBERTS GYMNASIUM LOCATED INTERNAL TO THE CAMPUS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Tyler Davis on behalf of Montverde Academy, Inc. filed an application for Major Site Plan approval to construct an addition consisting of 8,176 +/- square feet to an existing athletic gymnasium located on the MVA campus; and

WHEREAS, the Planning and Zoning Committee and the Town Council of the Town of Montverde have considered the application in accordance with the procedures for granting Major Site Plan Approval in Section 6-24 of the Land Development Code, subject to conditions.

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

Section 1. Granting Major Site Plan Approval.

The site plan, attached hereto as Exhibit A, pursuant to an application filed by Tyler Davis on behalf of Montverde Academy, Inc. (hereafter referred to as "Applicant"), is granted, with conditions, for the following described property:

Alt. Key Nos. 1531811

Parcel No: 01-22-26-050000000200

Property owned by Montverde Academy Inc. lying south of Porter Avenue, and east of CR 455/7th Street, Montverde Lake County, Florida.

Montverde, School Division Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, PB 4, PG 43, Public Records of Lake County, Florida.

Section 2. Conditions of Approval.

- (a) Prior to the start of any construction activities, the Applicant shall resolve, to the satisfaction of the town manager or designee, the following Planning and Administrative Matters:
 - 1) The Applicant shall meet the town engineer's reasonable requirements.
 - 2) The Applicant shall address the town planner's review comments to the reasonable satisfaction of the town planner.
- (b) The owner/applicant must comply with all other Town land development regulations and provide any and all other items requested by the Town reviewers that have not been provided.

- (c) Such Major Site Plan Approval shall expire or be revoked in accordance with the Town's Code of Ordinances if owner fails to use or develop the Property in full compliance with the terms and conditions of this resolution and building permit.

This conditioned approval may also be revoked by Town Council, at any time, if the above conditions are not followed and met by the Applicant. The Site Plan is attached hereto and incorporated herein.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

RESOLVED in regular session by the Town of Montverde, Lake County, Florida this ____ day of _____, 2024.

Joe Wynkoop, Mayor

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



STAFF REPORT

TO: Town Council

DATE: November 12, 2024

APPLICANT: Montverde Academy

RE: Resolution No. 2024-138
Major Site Plan for MVA Roberts Gym Expansion
ALT Key 1531811
Permit Number: B24-000254

FROM: Sean M Parks, AICP, QEP – Consulting Town Planner

REQUESTED ACTION / RECOMMENDATION:

This is a quasi-judicial action requested of the Planning & Zoning Board. Staff recommends approval of this Major Site Plan; however, the Applicant must submit any outstanding Requests for Information and agree to all the conditions outlined in Resolution 2024-138 below.

DESCRIPTION OF PROPERTY:

The subject property is zoned Public Facilities. Montverde Academy is planning for a 8,176 SF one-story building addition to the south and east side (side and back) of the Henry D. Roberts Gym. The expansion includes four (4) new classrooms, a dining room, kitchen, and storage areas. See Figure 1-3 at the end of this report.

RESOLUTION 2024-138

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL TO MONTVERDE ACADEMY FOR EXPANSION OF THE HENRY D. ROBERTS GYMNASIUM LOCATED INTERNAL TO THE CAMPUS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE



STAFF REPORT

WHEREAS, Tyler Davis on behalf of Montverde Academy, Inc. filed an application for Major Site Plan approval to construct an addition consisting of 8,176 +/- square feet to an existing athletic gymnasium located on the MVA campus; and

WHEREAS, the Planning and Zoning Committee and the Town Council of the Town of Montverde have considered the application in accordance with the procedures for granting Major Site Plan Approval in Section 6-24 of the Land Development Code, subject to conditions.

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

Section 1. Granting Major Site Plan Approval.

The site plan, attached hereto as Exhibit A, pursuant to an application filed by Tyler Davis on behalf of Montverde Academy, Inc. (hereafter referred to as "Applicant"), is granted, with conditions, for the following described property:

Alt. Key Nos. 1531811

Parcel No: 01-22-26-050000000200

Property owned by Montverde Academy Inc. lying south of Porter Avenue, and east of CR 455/7th Street, Montverde Lake County, Florida.

Montverde, School Division Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, PB 4, PG 43, Public Records of Lake County, Florida.

Section 2. Conditions of Approval.

- (a) Prior to the start of any construction activities, the Applicant shall resolve, to the satisfaction of the town manager or designee, the following Planning and Administrative Matters:
 - 1) The Applicant shall meet the town engineer's reasonable requirements.
 - 2) The Applicant shall address the town planner's review comments to the reasonable satisfaction of the town planner.
- (b) The owner/applicant must comply with all other Town land development regulations and provide any and all other items requested by the Town reviewers that have not been provided.



STAFF REPORT

- (c) Such Major Site Plan Approval shall expire or be revoked in accordance with the Town's Code of Ordinances if owner fails to use or develop the Property in full compliance with the terms and conditions of this resolution and building permit.

This conditioned approval may also be revoked by Town Council, at any time, if the above conditions are not followed and met by the Applicant. The Site Plan is attached hereto and incorporated herein.

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

RESOLVED in regular session by the Town of Montverde, Lake County, Florida this ____ day of _____, 2024.

Joe Wynkoop, Mayor

Attest:

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney



STAFF REPORT

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 – Jim Peacock		
Councilmember Allan Hartle		
Councilmember Jim Ley		
Councilmember Carol Womack		
Mayor Joe Wynkoop		



STAFF REPORT

Sec. 6-26. Determination of minor/major site plan reviews.

Major Site Plan Submittal Requirements	
<i>General Information</i>	
Name of project.	
Statement of intended use of site.	
Legal description of the property and size of parcel in acres or square feet.	
Name, address and phone number of owner or owners of record.	
Name, address and phone number of owner's agent.	
Name, address, phone number, signature, and registration of the person preparing the plan.	
Date, north arrow and scale, number of sheets; the scale (not smaller than one inch to fifty feet (1" = 50')) shall be designated and, where appropriate, the same scale shall be used on all sheets.	
Vicinity map, showing relationship of proposed development to the surrounding streets and thoroughfares, shall be at a scale of not less than one inch equals two thousand feet (1" = 2,000').	
Linear dimensions of the site.	
Existing topography with a maximum of one-foot contour intervals for the proposed.	
Finished grade elevation.	
All existing and proposed building restriction lines (i.e., highway setback lines, easements, covenants, rights-of-way, and building setback lines).	
Commitments, such as contributions to offset public facilities impacts.	
Zoning on all adjacent land.	
All rights-of-way and curb cuts within 150 feet of the proposed site on both sides of the road.	
<i>Buildings and Structures</i>	
Intended use.	
Number of stories.	
Height of building.	
Number of dwelling units and density for multifamily site plans.	
Projected number of employees (if applicable).	
If restaurant, show number of seats and occupancy load.	
Square footage for proposed development:	
	•Gross square footage
	•Nonstorage area.



STAFF REPORT

	<ul style="list-style-type: none"> •Square footage of each story.
	<ul style="list-style-type: none"> •Gross Square footage of sales area.
Photograph or sketch of proposed sign with dimensions and material type.	
Facade and elevation plans as follows:	
	<ul style="list-style-type: none"> •Exterior elevations with material designations.
	<ul style="list-style-type: none"> •Outline specifications of facade and roof treatments.
<i>Streets, Sidewalks, Driveways, Parking Areas and Loading Spaces</i>	
Engineered plans and specifications for streets, sidewalks and driveways.	
All parking spaces designated.	
Number of parking spaces.	
Number and location of handicapped spaces.	
Number and designation of loading spaces.	
Number of square feet of paved parking and driveway materials of driveways.	
Cross section of proposed street improvements.	
Fire lanes.	
Location of proposed driveways and median cuts.	
Internal traffic circulation plan, including directional arrows and signs to direct traffic flow.	
Location of traffic control signs and signalization devices.	
Designated location of sidewalks.	
Coordination of walkways, driveways, etc., with facilities in adjacent developments.	
All proposed streets and alleys.	
<i>Traffic Impact Analysis Data</i>	
The developer shall prepare, or have prepared, by a qualified traffic engineer, a traffic impact analysis, unless determined by the town that the proposed development will not have a traffic impact which justifies such an analysis.	
The analysis of traffic impacts will provide the following findings, and appropriate methodologies utilized in determining the findings:	
	<ul style="list-style-type: none"> •Total projected average weekday trip ends for the site in question.
	<ul style="list-style-type: none"> •Design capacity of the accessed and impacted roads.
	<ul style="list-style-type: none"> •Average projected peak-hour (including time of day) trip projections for the site in question.
	<ul style="list-style-type: none"> •Analysis of projected onsite and offsite traffic patterns, such as turning movements.
	<ul style="list-style-type: none"> •Projected percentage of truck traffic.
	<ul style="list-style-type: none"> •Recommended improvements made necessary by development.



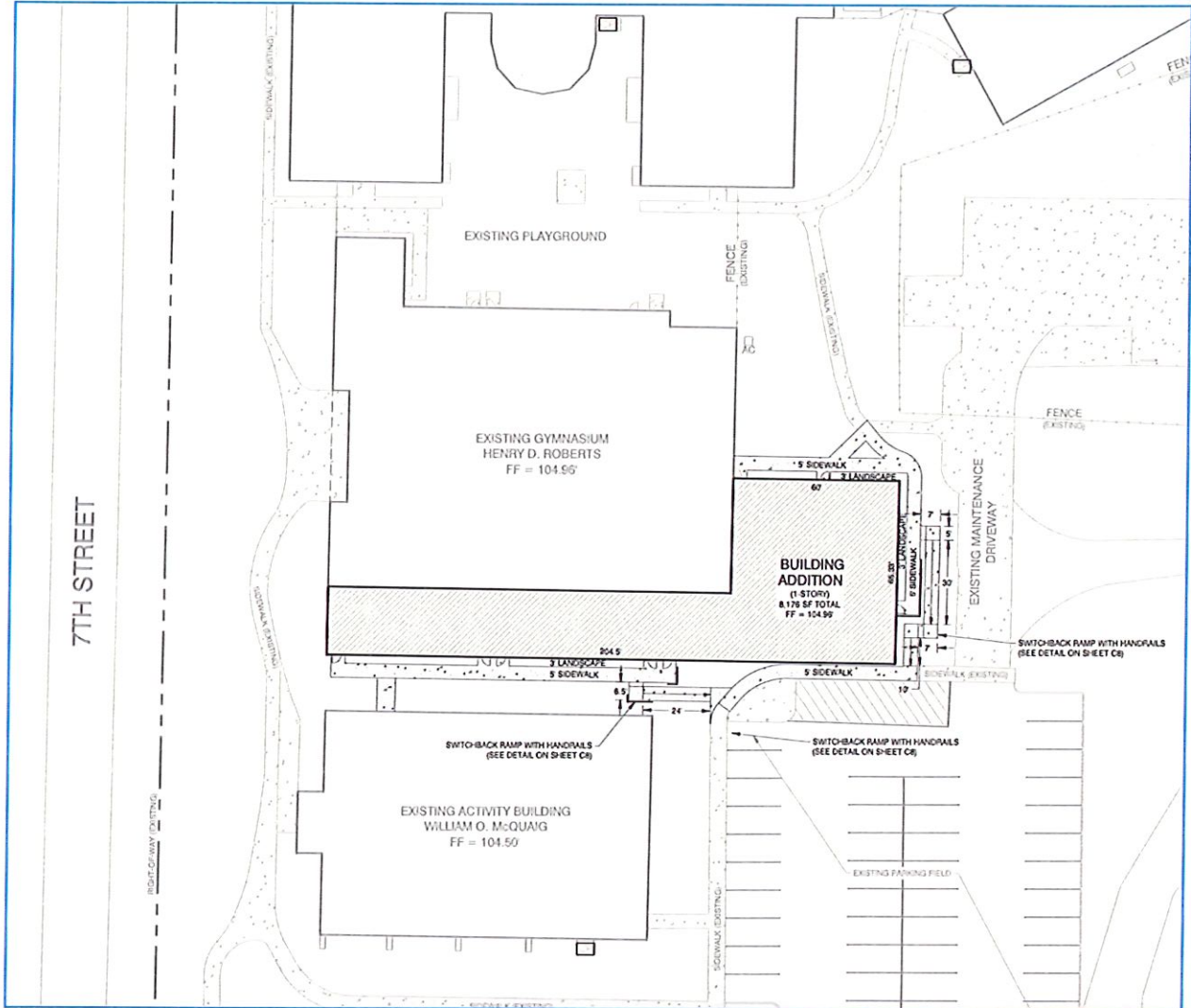
STAFF REPORT

	<ul style="list-style-type: none">•Other related information as required by the town or town's consultants.
	<ul style="list-style-type: none">•Impact to existing levels of service on accessed and impacted roads.
	<ul style="list-style-type: none">•The applicant shall be responsible for all costs associated with review of the traffic impact analysis by the town's consultants.



STAFF REPORT

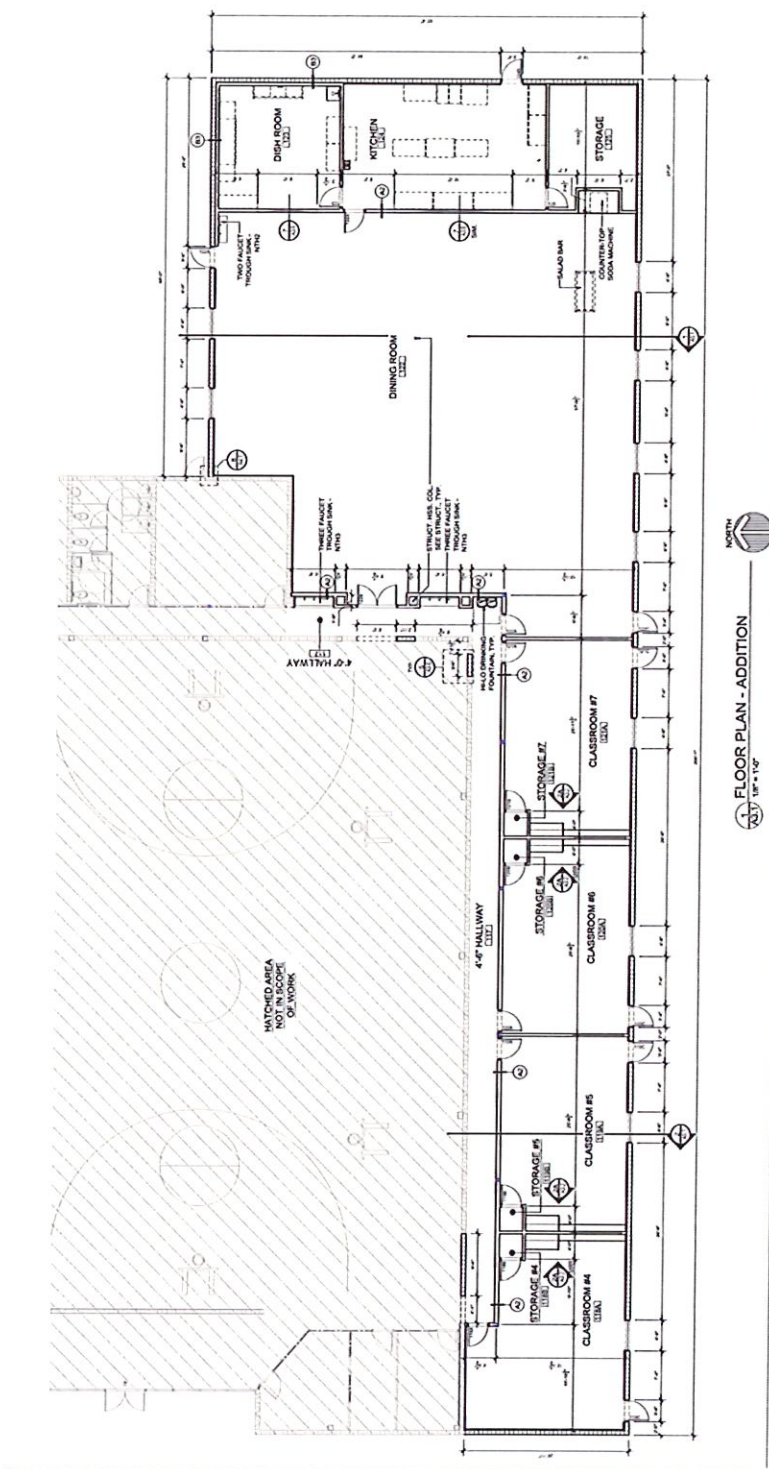
FIGURE 1
Site Plan





STAFF REPORT

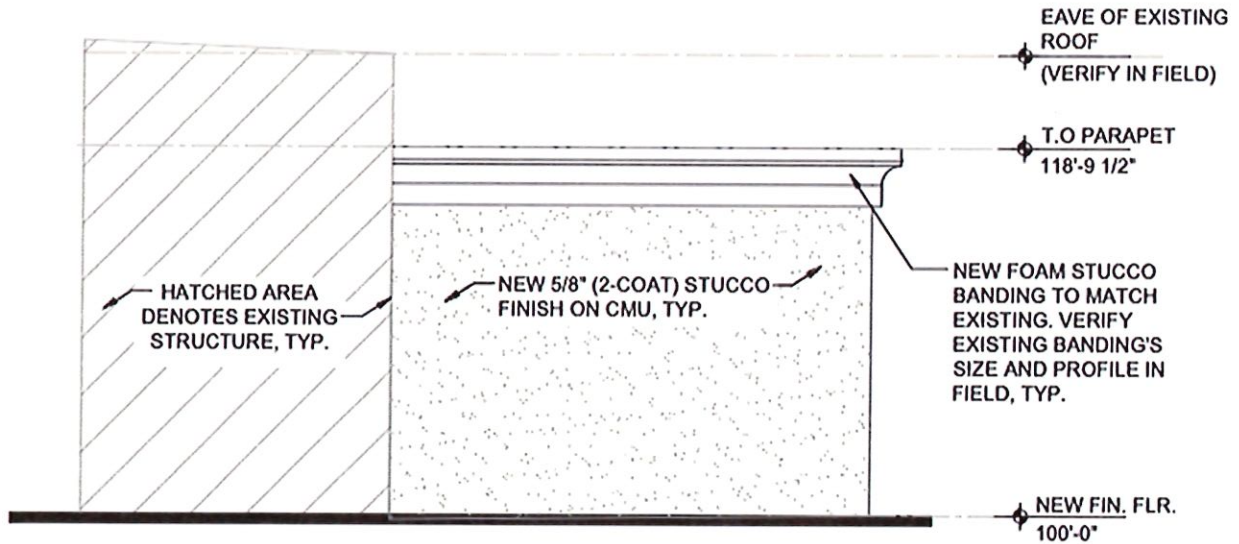
FIGURE 2
Floor Plan





STAFF REPORT

FIGURE 3
View facing 7th Street



3 **NEW ADDITION - WEST ELEVATION**
A4.1 1/8" = 1'-0"

RESOLUTION NO. 2024-140

RESOLUTION 2024-140

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A VARIANCE FROM SECTION 4-256 IN CHAPTER 4 OF THE MONTVERDE LAND DEVELOPMENT CODE FROM THE MAXIMUM HEIGHT RESTRICTION ON FENCES FOR THE REAL PROPERTY LOCATED AT 17650 DORIS STREET, MONTVERDE, FLORIDA, OWNED BY ROBSON BONATTI AND MARIANA DE ANGELO; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Robson Bonatti and Mariana de Angelo as owners have petitioned for a variance from the maximum height restriction on fences as set forth in the Montverde Land Development Code, for property assigned Alt. Key No. 3404777 located at 17650 Doris St. in the Town of Montverde, Florida; and

WHEREAS, applicant requests a variance from the Town of Montverde's maximum 6-ft. height restriction for fences established for property in the municipal boundaries of Montverde; and

WHEREAS, applicant asserts the 8-ft. in height fence is necessary due to a variety of site considerations, including (a) existing topography between the Property and the adjacent neighbor's property results in a loss of privacy to the Property owners; and (b) if the fence were installed on the adjacent property, due to the difference in topography between the Property and the adjacent property, the height of the fence would be in compliance with the Town's height limitation; and

WHEREAS, the variance being granted is the minimum available that will allow reasonable use of the land because an alternative would not meet property setback requirements and existing topographic conditions would make the alternative less than optimal, and a primary wall height of 60" in the current conditions would result in exposing the roots of existing trees creating further issues to the property; and

WHEREAS, a public hearing on this Resolution was held by the Planning and Zoning Board and property owners within 300 feet of the subject site were provided written notice no less than fourteen prior the public hearing delivered by U.S. Mail containing the name of the applicant, the nature of the requested variance and the date and time of the public hearing; and

WHEREAS, a public hearing on this Resolution was held by the Town Council after public notice advertising this resolution no less than 14 days prior to Town Council holding the public hearing; and

WHEREAS, the Planning and Zoning Board and Town Council of the Town of Montverde have considered the petition in accordance with the standards for granting variances contained in Section 10-12 of the Montverde Land Development Code and there is competent substantial evidence in support of the requested variance.

NOW THEREFORE, be it resolved by the Town Council of the Town of Montverde, Florida, as follows:

Section 1. The petition for variance filed by Robson Bonatti and Mariana de Angelo, for real property located 17650 Doris St., Montverde, Florida, more particularly described as:

Lot 32, Franklin Pond, according to the Plat thereof as recorded in Plat Book 29, Page(s) 47 and 48 of the Public Records of Lake County, Florida; Parcel ID No. 01-22-26-0050-000-03200; Alt. Key 3404777

is **GRANTED** with the following conditions:

1. The fence shall not exceed 8-ft. in height, and must otherwise comply with Town Code.
2. Issuance of a Variance Permit shall not constitute zoning clearance or fence permit approval from the Town of Montverde.
3. Such Variance shall expire sixty (60) days from the effective date of this Resolution if owner does not obtain a fence permit and/or zoning clearance.

Section 2. This resolution shall be effective after adoption in accordance with law.

Passed and adopted by the TOWN COUNCIL of the TOWN OF MONTVERDE, Florida this ____ day of _____, 2024.

Joe Wynkoop, Mayor

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



STAFF REPORT

TO: Town Council

DATE: November 12, 2024

APPLICANT: Robson Bonatti & Mariana de Angelo

RE: Resolution No. 2024-140
Request for Variance – Fence Height
17650 Doris Street (Alt Key 3404777)
Permit Number: Z24-000003

FROM: Sean M. Parks, AICP, QEP – Consulting Town Planner

REQUESTED ACTION / RECOMMENDATION:

This is a quasi-judicial action requested of the Planning & Zoning Board. Staff recommends **approval** of this variance request.

RESOLUTION 2024-140:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A VARIANCE FROM SECTION 4-256 IN CHAPTER 4 OF THE MONTVERDE LAND DEVELOPMENT CODE FROM THE MAXIMUM HEIGHT RESTRICTION ON FENCES FOR THE REAL PROPERTY LOCATED AT 17650 DORIS STREET, MONTVERDE, FLORIDA, OWNED BY ROBSON BONATTI AND MARIANA DE ANGELO; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

DESCRIPTION OF PROPERTY:

The property is located at the corner of Doris Street and Virginia Circle. The property is zoned Single Family-Medium Density (R1-M). See Figure 1 at the end of this report.

BACKGROUND INFORMATION:

The applicant has installed a fence that exceeds 6 feet; however the fence height was increased to be 8 feet tall in order to achieve the desired privacy and accounted for the change of topography between the adjacent properties.



STAFF REPORT

APPLICABLE MONTVERDE LDC:

Sec. 4-256. - Height of fences.

(a). The maximum height of any fence or masonry fence in any zoning district is six feet. A six inch deviation in height to account for topographic changes may be granted by the Town staff using reasonable judgment.

(b). Fences or walls in side yards and rear yards, behind the front building setback line of the parcel, may be placed along the property line and may be completely opaque.

(c). Fences or walls in front yards that are between the front building setback line and the front property line, or fences in side yards or rear yards that are constructed within 25 feet of any right-of-way line, may be no more than four feet in height if the fence is opaque. Fences or walls that exceed four feet in height that are between the front building setback line and the front property line, or fences in side yards or rear yards that are constructed within 25 feet of any right-of-way line, must allow 85 percent of air and light to penetrate through the fence or wall.

(d). No fence or wall in excess of three feet in height and that does not allow 85 percent of air and light to penetrate through the fence or wall shall be allowed within 25 feet of the intersection of the right-of-way lines (property lines) of existing streets or roads.

VARIANCE CRITERIA:

The Variance Criteria as outlined in the Town of Montverde Land Development Regulations, Sec 10-12 states a variance can be granted if all of the following are true:

- 1) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district, such on-site conditions may include, but are not limited to, topography, preservation of vegetation, access, vehicular and pedestrian safety and preservation of scenic views;

The Variance Request meets this criterion.



STAFF REPORT

- 2) That the special conditions and circumstances do not result from the actions of the applicant;
The Variance Request meets this criterion.

- 3) That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant;
The Variance Request meets this criterion.

- 4) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
The Variance Request meets this criterion.

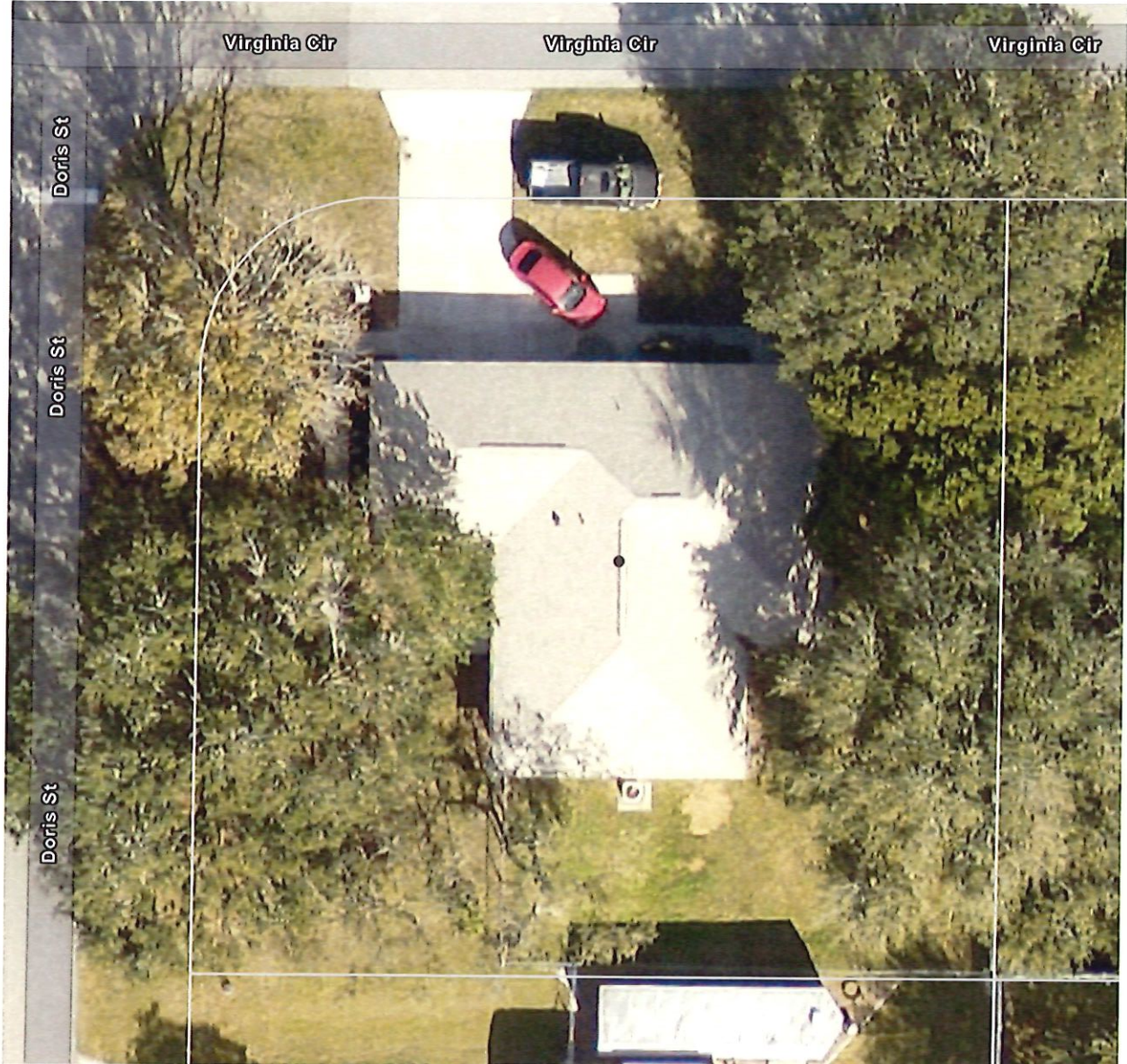
- 5) That the granting of the variance will be in harmony with the general intent and purpose of this Code and the Comprehensive Plan, will not be injurious to the neighborhood or otherwise detrimental to the public welfare;
The Variance Request meets this criterion.

- 6) The granting of the variance will not be detrimental to the property or improvements in the area in which the property is located.
The Variance Request meets this criterion.



STAFF REPORT

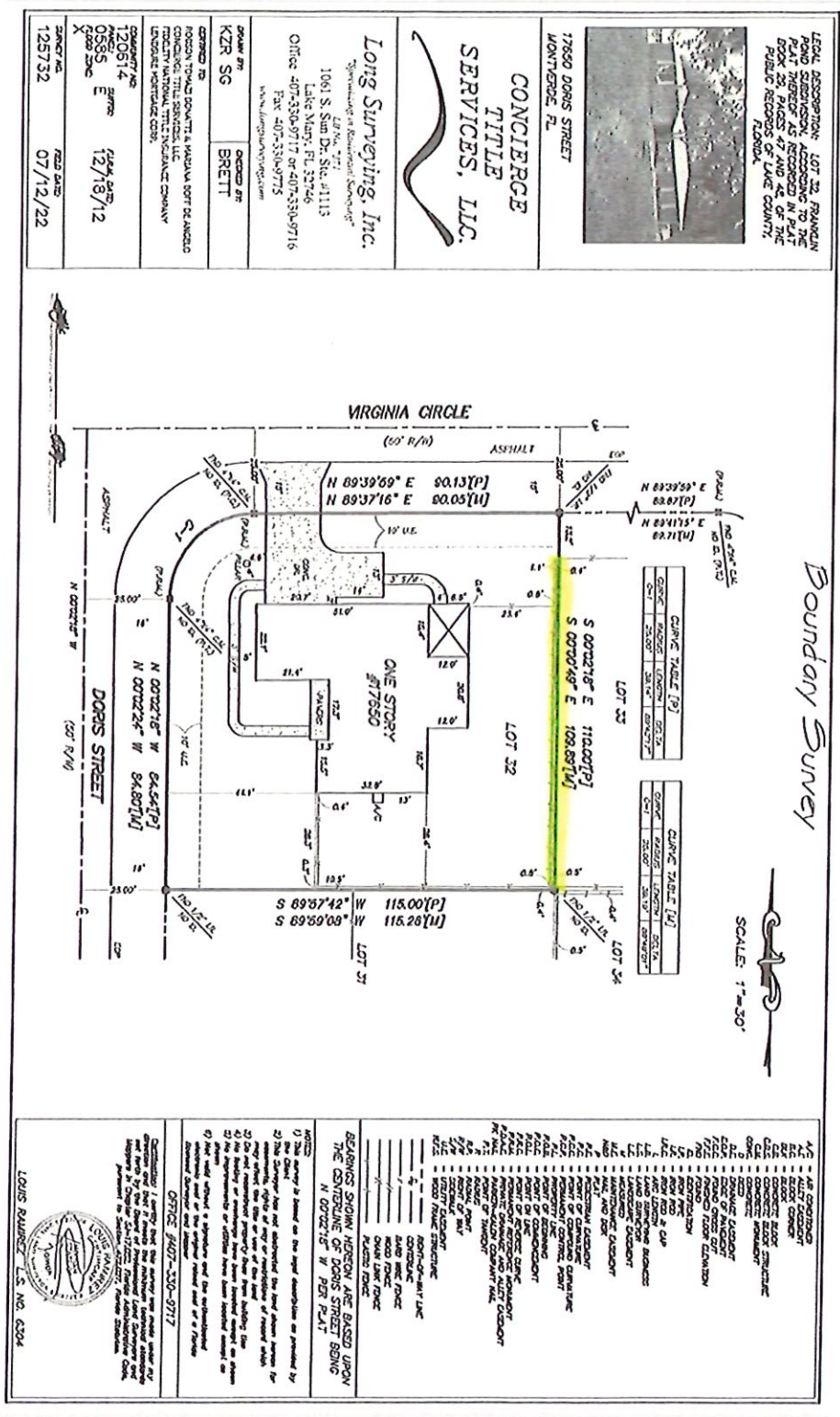
FIGURE 1





STAFF REPORT

FIGURE 2





STAFF REPORT

FIGURE 3



RESOLUTION NO. 2024-141

RESOLUTION 2024-141

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, INCREASING THE RESIDENTIAL AND COMMERCIAL SOLID WASTE FEES RESULTING FROM INCREASES CHARGED BY THE SERVICE PROVIDER TO THE TOWN; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Montverde has a contract with Waste Management for the Town’s residential and commercial solid waste collection service; and

WHEREAS, Waste Management’s disposal costs are being increased by the landfill provider; and

WHEREAS, disposal rates charged to Waste Management are being increased by \$ 0.87 per ton; and

WHEREAS, the contract between the Town and Waste Management addresses an equitable adjustment relating to increased disposal rates; and

WHEREAS, after considering various options, including but not limited to providing a 120-day notice of termination, the Town Council finds it to be in the best interest of the Town residents and businesses to consent to an equitable adjustment in the disposal rates; and

WHEREAS, it is necessary for the Town of Montverde to pass this increase on to the end user of the service.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE THAT:

Section 1. SOLID WASTE FEES:

Effective November 1, 2024, the charge for residential solid waste service shall be set at \$ 26.61 per month plus Town administrative fee of \$2.00.

The charge for commercial solid waste service shall be as set forth below, plus Town administrative fee of \$2.00. The fee increase shall take effect on November 1, 2024.

Yards	1 Dumpster	2 Dumpster	3 Dumpsters
2	\$ 83.61	\$167.23	\$250.85
4	\$119.76	\$239.47	\$358.04
6	\$154.68	\$310.57	\$465.26
8	\$190.82	\$381.63	\$572.45

Section 2. CONFLICTS:

All resolutions or parts of resolutions in express conflict with any of the provisions of this Resolution are hereby repealed.

Section 3. SEVERABILITY:

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council of the Town of Montverde, Florida, that said invalidity shall not affect other provisions of this Resolution or application of this Resolution to any other person or circumstance which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable, to the maximum extent permitted by law.

Section 4. EFFECTIVE DATE

This Resolution shall become effective upon adoption by the Town Council of the Town of Montverde, Florida.

ADOPTED at a meeting of the Town Council of the Town of Montverde this ____ day of _____, 2024.

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



September 23, 2024

Mayor Joe Wynkoop
Town of Montverde
Montverde Town Hall
PO Box 560008
Montverde, FL 34756

Re: Rate Adjustment Request

Dear Mayor Wynkoop,

Heart of Florida Environmental, Inc., has increased disposal rates from Twenty-eight dollars and twenty-two cent (\$28.22) to twenty-nine dollars and nine cents (\$29.09), an eighty-seven cents (\$0.87) increase per ton. Section 10.2 Adjustments to Rates, paragraph (b) Changes in Disposal Costs of the Solid Waste Franchise Agreement states: The adjustments to the per unit rates shall include a landfill disposal portion based on each resident generating 1.4 tons of refuse per year. The density of commercial dumpster service shall be 125 pounds per cubic yard.

\$28.22 Last Year Rate
\$29.09 Current Rate

\$0.87 Disposal Increase

$$\text{Residential Increase} = \frac{(\text{Generation Rate } (1.4) * \text{Disposal Increase } (\$0.87))}{\text{Twelve Months}}$$

$$\$0.10 = \frac{\$1.22}{12}$$

\$0.10 = Adjustment per unit per month

Eff Date: **10/1/2024**
Residential: \$26.51
Adjustment: \$0.10
New Rate: \$26.61

Front Load Active Service

Site ID	Site Name	Svc Code	Svc Area	Weekly Freq	Qty	Dumpster CY	Monthly CY
1768220001	TOWN OF MONTVERDE (COMM BLD)	FLO4SW	MONT	1	1	4	17.33
1768230001	TOWN OF MONTVERDE (TOWN HALL)	FLO4SW	MONT	1	1	4	17.33
1768250001	MONTVERDE COMMERCIAL CENTER	FLO4SW	MONT	2	1	4	34.67
1801270001	UNITED TEL-SUPPLY	FLO6SW	MONT	1	1	6	26
1801300001	F & M FOOD MART	FLO6SW	MONT	1	1	6	26
1801680001	SOURCELINK COMMUNICATIONS	FLO2SW	MONT	1	1	2	8.67
1948100001	Montverde Academy -Solid Waste	FLO8SW	MONT	1	1	8	34.67
1948100001	Montverde Academy -Solid Waste	FLO8SW	MONT	1	3	8	104
2079990001	TOWN OF MONTVERDE	FLO8SW	MONT	1	1	8	34.67
2282050001	COFFEE SHOP OF HORRORS	FLO6SW	MONT	1	1	8	34.67
2433540001	MONTVERDE ACADEMY -CARDBOARD	FLO8RC	MONT	2	1	8	69.33

407.34

\$28.22 Last Year Rate
 \$29.09 Current Rate
\$0.87 Disposal Increase

Pounds Per Cubic Yards: 125.00
 Monthly Cubic Yards: 407.34
 Annual Cubic Yards: 4,888.08
 Annual Pounds: 611,010.00
 Annual Tons: 305.51

$$\text{Annual Tons} = \frac{(\text{Monthly CY } (407.34) * 12\text{-Months } (4,888.08) * \text{Pounds Per CY } (125))}{\text{Tons } (2,000)}$$

$$305.51 \frac{611,010.00}{2,000.00}$$

$$\text{Cubic Yard Increase} = \frac{(\text{Annual Tons } (305.51) * \text{Disposal Increase } (\$0.87))}{\text{Annual Cubic Yards } (\text{Monthly CY } (407.34) * 12\text{-Months})}$$

$$\$0.05 \frac{\$265.79}{4,888.08}$$

Increase Per Cubic Yard = \$0.05

CPI Rate			Cubic Yards			Adjustment Per Cubic Yard			New Rate		
1	2	3	1	2	3	1	2	3	1	2	3
2	\$83.18	\$166.36	\$249.55	2	8.67	17.33	26.00	2	\$0.43	\$0.87	\$1.30
4	\$118.89	\$237.74	\$355.44	4	17.33	34.67	52.00	4	\$0.87	\$1.73	\$2.60
6	\$153.38	\$307.97	\$461.36	6	26.00	52.00	78.00	6	\$1.30	\$2.60	\$3.90
8	\$189.09	\$378.16	\$567.25	8	34.67	69.33	104.00	8	\$1.73	\$3.47	\$5.20
2	\$83.61	\$167.23	\$250.85	2	8.67	17.33	26.00	2	\$0.43	\$0.87	\$1.30
4	\$119.76	\$239.47	\$358.04	4	17.33	34.67	52.00	4	\$0.87	\$1.73	\$2.60
6	\$154.68	\$310.57	\$465.26	6	26.00	52.00	78.00	6	\$1.30	\$2.60	\$3.90
8	\$190.82	\$381.63	\$572.45	8	34.67	69.33	104.00	8	\$1.73	\$3.47	\$5.20

Please allow this correspondence to serve as Waste Pro's notice of request for a disposal Adjustment with an effective date of October 1, 2024.

Regards,



Michael Conley
Division Manager
Waste Pro of Florida, Inc.
20344 US Hwy. 27
Clermont, FL 34715
Office: 352-366-0352

RESOLUTION NO. 2024-145

RESOLUTION 2024-145

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF MONTVERDE, LAKE COUNTY, FLORIDA, APPROVING AMENDMENT 2 TO AGREEMENT NO. 22FRP102 BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND TOWN OF MONTVERDE TO ADD A NEW DELIVERABLE TO THE AGREEMENT, UPDATE ATTACHMENTS INCLUDING ADDING ADDITIONAL TERMS FOR THE TOWN OF MONTVERDE INFRASTRUCTURE FLOODING MITIGATION PROJECT; AUTHORIZING EXECUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Town of Montverde was awarded federal funds in the amount of \$1,800,000.00 from the State of Florida Department of Environmental Protection (FDEP) for infrastructure flooding mitigation; and

WHEREAS, the Town of Montverde, Florida, entered into an agreement with the Department of Environmental Protection for infrastructure flooding mitigation project designated as Project 22FRP102; and

WHEREAS, FDEP has requested amendments to the Agreement and

WHEREAS, the Town Council desires to approve Amendment No. 2 in order to continue to receive the funding.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Amendment No. 2 to Agreement 22FRP102 between Florida Department of Environmental Protection and Town of Montverde, a copy of which is attached hereto, is approved.

SECTION III. The town manager is authorized to execute Amendment No. 2.

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.

PASSED AND RESOLVED at a meeting of the Town Council of the Town of Montverde, Florida this ___ day of November, 2024.

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

**AMENDMENT NO. 2
TO AGREEMENT NO. 22FRP102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF MONTVERDE**

This Amendment to Agreement No. 22FRP102 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Town of Montverde (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Town of Montverde Infrastructure Flooding Mitigation (Project), effective May 31, 2023, and amended on June 19, 2024; and,

WHEREAS, the Department has requested to add a new deliverable to the Agreement as set forth herein; and,

WHEREAS, the parties have agreed to update Attachment 2: Section 7. Match Requirements, Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity, and Section 16. Additional Terms to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, Payment Request Schedule, and Project Timeline and Budget Detail in Attachment 3; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 8, Exhibit A and Exhibit H following updates from the Office of the General Counsel.

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.
2. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.
3. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
4. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
5. Attachment 5-A, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements. All references in the Agreement to Attachment 5-A shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements.

6. Attachment 6-A, Revised Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6-A, shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.
7. Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, is hereby deleted in its entirety and replaced with Attachment 8-B, Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8-A, shall hereinafter refer to Attachment 8-B, Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements.
8. Exhibit A-1, Revised Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-2, Second Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A-1 shall hereinafter refer to Exhibit A-2, Second Revised Progress Report Form.
9. Exhibit H-1, Revised Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-2, Second Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H-1, shall hereinafter refer to Exhibit H-2, Second Revised Contractual Services Certification.
10. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF MONTVERDE

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Paul Larino, Town Manager
Print Name and Title

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-B	Second Revised Special Audit Requirements (6 pages)
Attachment	6-B	Second Revised Program Specific Requirements (3 pages)
Attachment	8-B	Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-2	Second Revised Progress Report Form (1 page)
Exhibit	H-2	Second Revised Contractual Services Certification (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND
CONDITIONS APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-B

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1-B

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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 Grantee is found to have submitted a false certification; or if the Grantee is 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.

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

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee 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 Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fdfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Terms and Conditions
AGREEMENT NO. 22FRP102

ATTACHMENT 2-B

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Montverde Infrastructure Flooding Mitigation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

- a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

- b. Paragraph 8.i. of Attachment 1 is deleted.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 22FRP102**

ATTACHMENT 3-B

PROJECT TITLE: Town of Montverde Infrastructure Flooding Mitigation

PROJECT LOCATION: The Project is located in the Town of Montverde within Lake County, Florida.

PROJECT DESCRIPTION:

The Town of Montverde (Grantee) will complete the Town of Montverde Infrastructure Flooding Mitigation project (Project) to construct stormwater retention, detention, collection, and control measures to mitigate flooding and nutrient runoff into surrounding lakes (Florence Lake and Lake Apopka). The Project will capture surface nutrient runoff and control flooding by constructing a stormwater system that will include curbing and piping that collects and diverts stormwater runoff to retention/detention ponds. The Project includes Stakeholder Engagement, Design and Permitting, Bidding and Contractor Selection, and Construction activities.

TASKS AND DELIVERABLES:

Task 1: Town of Montverde Infrastructure Flooding Mitigation

The Grantee will complete the following under this Project:

Stakeholder Engagement and Public Education

The Grantee will engage with stakeholders and focus groups and may provide public education and information about the Project and its benefits in the following format: a concept plan and the comments received will be evaluated and incorporated into the final Project plan.

Design and Permitting

The Grantee will acquire professional services for the engineering and design of the stormwater retention, detention, collection, and control measures to mitigate potential flooding within the areas surrounding Florence Lake and Lake Apopka and will obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Bidding and Contractor Selection

The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, as well as federal procurement regulations under 2 CFR §§200.318 through 200.327, including Appendix II to 2 CFR Part 200, in order to select one or more qualified and licensed contractors to complete construction of the in order to select one or more qualified and licensed contractors to complete construction of the stormwater

retention, detention, collection, and control measures to mitigate potential flooding within the areas surrounding Florence Lake and Lake Apopka.

Construction

The Grantee will construct the stormwater retention, detention, collection, and control measures to mitigate potential flooding within the areas surrounding Florence Lake and Lake Apopka in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit the following:

- **1.1:** A copy of the concept plan and other documents provided to stakeholders for public comment.
- **1.2:** A summary report from each workshop or meeting (as applicable), including attendee feedback and outcomes.
- **1.3:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.
- **1.4:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project. This should include any permits listed in the original project application and as required by Attachment 8.
- **1.5:** The public notice of advertisement for the bid.
- **1.6:** The final bid package including all inquiries, questions, comments regarding the bid.
- **1.7:** A written notice of the selected contractor(s).
- **1.8:** A copy of the record (as-built) drawings.
- **1.9:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project.
- **1.10:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.
- **1.11:** Project administration and management report(s) signed by the Grantee's Grant Manager or a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than monthly during the performance period of the task. The report(s) must include:
 - A summary of project administration activities which may also include project and site inspections;
 - Meeting minutes to all attended meetings, as applicable; and
 - Field notes, if applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all)

subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable’s payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. For Projects funded with federal American Rescue Plan Act funds, requests for any change(s) must be submitted to the Department prior to October 1, 2024. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Task Start Date	Task Due Date
1	Town of Montverde Infrastructure Flooding Mitigation	\$1,800,000	Upon Execution	6/30/2026
Total:		\$1,800,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-B

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient 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 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Amendment 2	U. S. Department of Treasury	21.027	SLFRP0125	\$1,800,000.00	152-D22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award \$1,800,000.00

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED PROGRAM-SPECIFIC
REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-B

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement’s Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement’s Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement’s Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to

identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

ATTACHMENT 8-B
Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant 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.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

Attachment 8-B

5 of 6

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-2
SECOND REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
SECOND REVISED CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H-2

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP102

Project Title: Town of Montverde Infrastructure Flooding Mitigation

Grantee: Town of Montverde

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

RESOLUTION NO. 2024-146

RESOLUTION NO. 2024-146

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA AMENDING THE 2023-2024 FISCAL YEAR BUDGET PURSUANT TO SECTION 5.05 OF THE TOWN CHARTER TO ALIGN THE BUDGET WITH GASB CODIFICATION OF GOVERNMENTAL ACCOUNTING AND FINANCIAL REPORTING STANDARDS WHICH RESULTS IN IMPROVED TRACKING OF IMPACT FEES AND EXPENDITURES BY AMENDING THE CAPITAL BUDGET EXPENDITURES TO INCLUDE USE OF IMPACT FEES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2023-2024 budget of the Town of Montverde was adopted on September 20, 2023; and

WHEREAS, the Town Council desires to include use of grant funds to balance the budget at the fund level and specify changes in appropriations and correspondence revenue or fund balance adjustments as provided by Florida law; and

WHEREAS, the Town Council desires to amend the 2023-2024 Fiscal Year budget by replacing Page 37 of 43 to reflect use of impact fees in the Capital Budget Expenditures to match the revenues exactly; and

WHEREAS, the amendment is budget neutral.

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

Section 1. The 2023-2024 budget adopted on September 20, 2023, is amended as set forth in Exhibit "A" attached hereto, and further amended by replacing Page 37 of 43 of the adopted budget with Exhibit "B" attached hereto.

Section 2. This resolution shall take effect immediately upon its final adoption by the Town Council of the Town of Montverde, Florida.

ADOPTED at a public hearing of the Town Council of the Town of Montverde this ____ day of _____, 2024.

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

Exhibit A - FY 2024 Budget Amendment 2

<u>Increase for</u>	<u>Fund Accounts</u>	<u>Revenue Allocation From</u>	<u>Original Fund Account Budget</u>	<u>Increase Amount</u>	<u>Amended Budget</u>
Live Stream Cameras for town council meetings as approved by council	Town Council	General Fund Allocation	\$ 81,525.00	\$ 12,500.00	\$ 94,025.00
Cover the cost of contractual services due to increase in housing permits	Permitting	General Fund Allocation from permit fee paid by developers	\$ 522,966.16	\$ 270,000.00	\$ 792,966.16
Cover the cost of contractual services due to increase in accounts and CPI Adjustment For Dog Park / Stage Sod	Garbage/solid waste services	General Fund - User Fees	\$ 235,500.00	\$ 12,500.00	\$ 248,000.00
Improvements approved by Town Council	Parks and Recreation	General Fund Allocation	\$ 536,800.00	\$ 28,000.00	\$ 564,800.00
Lead Line Service Inventory	Water Utility Services	DEP 50% Grants and Water Fund Account	\$ -	\$ 175,000.00	\$ 175,000.00
Parks and Recreations / PW New Storage Building	Capital Project - Impact Fees	Impact Fees Paid By Developers	\$ -	\$ 135,000.00	\$ 135,000.00
Sports Court	Capital Project - Impact Fees	Impact Fees Paid By Developers	\$ 200,000.00	\$ 25,000.00	\$ 225,000.00
Total			\$ 1,576,791.16	\$ 658,000.00	\$ 2,234,791.16

Original Amended General Fund Budget For FY 2024

\$ 2,704,151.00

Total Unaudited General Fund Revenues for FY 2024

\$ 3,023,830.52

Original Amended Expenditure for General Fund Budget FY 2024

\$ 2,704,151.00

Total 2 Amended Expenditures for General Budget FY 2024

\$ 3,027,151.00

Capital Budget Expenditures

TO BE REPLACED

**TOWN OF MONTVERDE
Capital Budget Expenditures
Fiscal Year 2023-2024**

Capital Budget				
Account	Object	Description	FY 23-24 Final Budget	
422 - Sewer Enterprise				
535000	630	Wastewater Treatment Plant	3,500,000	
535000	621	Lift stations with generators Influent collection system	850,000	
		Wastewater treatment plant	4,500,000	
			8,850,000	
430 - Storm Enterprise				
530000	630	Lakeside St. Storm Project	800,000	
530000	630	Truskett Park Storm Project	300,000	
530000	630	Downtown Storm Project	250,000	
			1,350,000	
500 - Library				
571000	635	New construction of community building with library	2,278,000	
550 - Boat Ramp				
572000	630	Install new parking and boat ramp improvements on Broad St.	430,000	
400-Water Pumps and tower				
533000	634	Engineering and Design	350,000	
533000	639	New well and water towers	725,000	
			1,075,000	
550-Municipal/Streets Parking Expansion				
572000	630	New parking around sports courts, dog park and library	240,000	
550-Sports Courts and Park Addition				
572000	635	Final install to sports courts	200,000	
550-Fosgate Trail Connection				
572000	630	New trail from Fosgate and Blackstill Lake Road to Montverde	100,000	
Capital Project Totals:			14,523,000	

Exhibit B

TOWN OF MONTVERDE Capital Budget Expenditures Fiscal Year 2023-2024

Designated/Restricted Capital Revenue Funds (Impact Fees, Grants, Misc Revenues)				
Account	Account Description	FY 22-23 YTD 08/2023	FY 22-23 Budget Amended	FY 23-24 Final Budget
Fund 410 - Water Tower Project				
533605	Water Impact Fees	0	125,000	275,000
533635	Water Impact Fees Carry Forward	0	310,000	800,000
		0	0	1,075,000
Fund 422 - Sewer Project				
535621	Sewer Grants	0	0	4,000,000
535630	Sewer Intragovernmental Carry Forward	0	0	4,850,000
535631	Sewer Appropriation Carry Forward	0	216,000	0
		0	250,000	8,850,000
Fund 170 and 500 – Library/Municipal Office Project				
571635	Administrative Impact Fee	100,145	30,000	200,000
571605	Administrative Impact Fee Carry Forward	0	117,0000	250,000
571605	Library Intragovernmental Grant	0	0	972,000
571635	MV ARPA Funds (With Interest)	0	0	856,000
		0	0	2,278,000
Fund 160 – Parking Lot Project at Sports Courts				
541460	Road and Streets Impact Fees	42,509	25,000	120,000
541465	Road and Streets Impact Fees Carry Forward	0	0	120,000
		42,509	25,000	240,000
Fund 140 –Sports Courts and Park Addition				
572635	Parks and Recreation Impact Fees	47,268	0	150,000
572630	Parks and Recreation Impact Fees Carry Forward	0	0	50,000
		0	0	200,000
Fund 430 –Stormwater Projects				
533634	State Appropriation	0	0	0
533630	Grants	0	0	1,350,000
		0	0	1,350,000
Fund 330- Boat Ramp Project				
572635	State Dep Grant	0	0	250,000
572605	Intragovernmental Lake County Parks	0	0	100,000
572630	Intragovernmental Lake County Water Authority	0	0	80,000
		0	0	430,000
Fund 370 – Fosgate Trail Project				
572630	Developer Donation	0	0	100,000
Total Capital Projects				14,523,000

RESOLUTION NO. 2024-148

RESOLUTION 2024-148

A RESOLUTION OF THE TOWN OF MONTVERDE, COUNTY OF LAKE, STATE OF FLORIDA, WAIVING APPLICATION AND PERMITTING FEES FOR PERMITS TO REPAIR HURRICANE RELATED DAMAGES OF PROPERTIES; APPLYING THE WAIVER RETROACTIVELY TO SEPTEMBER 26, 2024 AND EXPIRING DECEMBER 31, 2024; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town imposes application and permitting fees relating to property improvements including but not limited to, tree removal, installation of fences, roof replacements, etc.; and

WHEREAS, the Town, its residents and property owners within the Town were recently impacted by Hurricanes Helene and Hurricane Milton, and the Town Council desires for owners of property within the Town to expeditiously make all necessary repairs and replacements resulting from damages sustained by Hurricane Helene or Hurricane Milton; and

WHEREAS, to encourage expeditious action by property owners, and to assist owners of properties within the Town, the Town Council desires to waive any application and permitting fees charged and retained by the Town for repairs and replacements resulting from damages sustained by Hurricane Helene or Hurricane Milton; and

WHEREAS, the Town Council has home-rule powers under Ch. 166, Florida Statutes and is authorized to adopt this resolution.

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

Section 1. Waiver.

Application and permitting fees charged and retained by the Town are waived for repairs and replacements necessitated or resulting from damages sustained by Hurricane Helene or Hurricane Milton. The waiver is not applicable for any improvements exceeding the damage sustained. The waiver shall be in effect retroactively from September 26, 2024 and will terminate December 31, 2024.

Section 2. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Montverde, Florida.

ADOPTED this _____ day of _____, 2024 by the Town Council of the Town of Montverde, Florida.

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

RESOLUTION NO. 2024-149

RESOLUTION NO. 2024-149

A RESOLUTION OF TOWN OF MONTVERDE, FLORIDA, APPROVING THE DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT LS351320; AUTHORIZING THE TOWN MANAGER OR DESIGNEE 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 borrow money from time to time to finance the undertaking of permitted capital projects and may pledge the funds of the Town for payment of such debt;

WHEREAS, Florida Administrative Code rules require authorization to enter into a loan agreement; and

WHEREAS, the Town Council finds the Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement LS351320 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 Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement LS35120 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 Drinking Water State Revolving Fund Planning, Design and Construction Loan Agreement LS351320 between the State of Florida Department of Environmental Protection and the Town of Montverde, a copy of which is attached hereto, is approved.

SECTION II. The Town Council authorizes the town manager to execute the Loan Agreement.

SECTION III. The town manager or designee is authorized to represent the Town in carrying out of 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. The legal authority for borrowing moneys to construct this Project is 166.511, Florida Statutes.

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

SECTION VI. 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 VII. 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 8th day of October, 2024.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

TOWN OF MONTVERDE, FLORIDA

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

LS351320

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

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

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

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**DRINKING WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
LS351320**

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

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Safe Drinking Water Act; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Principal Forgiveness.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, 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 Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "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.

(5) "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, and the visual observation of service lines (if not included under the planning activities), for an eligible construction project.

(6) "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, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

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

(10) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor 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 from the Department.

(13) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(14) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(15) "Local Governmental Entity" means a county, municipality, or special district.

(16) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(17) "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.

(18) "Planning Activities" shall mean the administrative work (including but not limited to: record research, easement agreements, private property access agreements, service line inventory tabulation, etc.), visual inspection (if part of the technical services agreement) of service lines, and submittal to the appropriate regulatory office and Drinking Water State Revolving Fund for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities. Regulatory approval of the inventory submittal is required.

(19) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

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

(21) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct lead service line replacements. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(22) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(23) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(24) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

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 Project Sponsor warrants, represents and covenants that:

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

(2) The Project Sponsor 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 Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

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

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

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor 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 Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor 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 Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided

herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

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

(11) The Project Sponsor agrees to complete the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason planning, design, and construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

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

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor 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
4L-02D68122-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$175,000	140129
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
4L-02D68123-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$17,500	140129

(2) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single 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 Project Sponsor 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 Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000, 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 Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$750,000, 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 Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor 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 Project Sponsor 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

(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 Project Sponsor 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) Project Sponsors, 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 Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor 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 Project Sponsor shall ensure that audit 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 Project Sponsor 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 Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor 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 Project Sponsor 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 - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 Project Sponsor to oversee planning, design and construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor 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 amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor 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 Project Sponsor 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 Project Sponsor'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. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made 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. Disbursements shall be made directly to the Project Sponsor 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, and proof of payment.

(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 Project Sponsor 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.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

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

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor 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 Project Sponsor 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) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(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 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor 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 Project Sponsor 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 Project Sponsor, 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 Project Sponsor, 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 Project Sponsor, 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 Project Sponsor, for the purpose of effecting a composition between the Project Sponsor 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 Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, 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 Project Sponsor 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 Project Sponsor 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 and subject to the rights of others having prior liens on the Pledged Revenues, 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, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(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, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any

unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, 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 - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of

growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

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 Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor 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 Project Sponsor. The Project Sponsor 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). A Final Amendment establishing the final Project and the Loan Service Fee based on actual 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 Project Sponsor 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 Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, 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 Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, 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 Project Sponsor agrees to comply with signage requirements of the Infrastructure Investment and Jobs Act (IIJA) in order to enhance public awareness of EPA assistance agreements nationwide. A copy of signage requirements as well as EPA logo requirements can be found at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "IIJA/BIL Projects Only - A copy of signage requirements as well as EPA logo requirements".

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor 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. Project Sponsors 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 Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the EPA on request.

(2) The Project Sponsor 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 Project Sponsor 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 the contract or subcontract. Project Sponsors 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 Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor 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) Project Sponsors 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/amcrca2.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/interim-davis-bacon-act-guidance>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor'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 Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. BUILD AMERICA, BUY AMERICA ACT ASSISTANCE REQUIREMENT.

The Project Sponsor's subcontracts must contain the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements").

8.12. RESERVED.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor 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 Project Sponsor 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 Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor 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 PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'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, 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 Project Sponsor 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 Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, 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 Project Sponsor 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 Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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 Project Sponsor 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 Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor 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 Project Sponsor 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.

Project Sponsor 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 Project Sponsor 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 Project Sponsor, 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 Project Sponsor 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 Project Sponsor 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 - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

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

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) 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.
- (7) Certification that the Project Sponsor 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.

(8) Certification that all procurement is in compliance with Sections 8.10 and 8.11 which state that all iron and steel products, manufactured products, and construction materials used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Project Sponsor 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 Project Sponsor 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 \$192,500. Of that, the estimated amount of Principal Forgiveness is \$94,325. The estimated principal amount of the Loan to be repaid is \$98,175, which consists of \$98,175 to be disbursed to the Project Sponsor and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$3,850 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$192,500. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum.

10.04. LOAN TERM.

The Loan term shall be 10 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and the Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$5,101 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on March 15, 2027 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of \$102,025, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT COSTS.

The Project Sponsor 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. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor 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 a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Planning and Design Activities	175,000
Construction & Demolition	17,500
SUBTOTAL (Disbursable Amount)	192,500
Less Principal Forgiveness	(94,325)
SUBTOTAL (Loan Amount)	98,175
Capitalized Interest	0
TOTAL (Loan Principal Amount)	98,175

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

- (1) This Agreement shall be effective on July 12, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.
- (2) Initial submittal of Planning and Design Activities is scheduled for October 16, 2024.
- (3) A clear site title certification and/or access agreement shall be submitted no later than September 15, 2026.
- (4) Completion of Project Planning, Design and Construction Activities is scheduled for September 15, 2026.
- (5) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than September 15, 2026.
- (6) The first Semiannual Loan Payment in the amount of \$5,101 shall be due March 15, 2027.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, a Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

(2) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law and will ensure contracts whether directly entered into with the Project Sponsor or through the technical services team, incorporate the required provisions of the law into the project.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement LS351320 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 Project Sponsor 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

Mayor

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. 2024-150

RESOLUTION 2024-150

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, DIRECTING THE TOWN MANAGER TO RETURN GRANT FUNDS PROVIDED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PURSUANT TO THE STANDARD GRANT AGREEMENT FOR MONTVERDE SEPTIC TO SEWER PROJECT PHASE 1, AGREEMENT NUMBER WG058 HAVING AN EXPIRATION DATE OF DECEMBER 31, 2025 IN THE AMOUNT OF \$4,000,000.00, AND TAKE ALL NECESSARY ACTIONS TO CANCEL THE GRANT AGREEMENT; AUTHORIZING THE TOWN ATTORNEY TO PROVIDE ADVICE AND ASSISTANCE TO THE TOWN MANAGER IN CANCELING THE GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Montverde was awarded federal funds in the amount of \$4,000,000.00 from the State of Florida Department of Environmental Protection (FDEP) for conversion from septic to sewer; and

WHEREAS, the Town Council approved and entered into the State of Florida Department of Environmental Protection Standard Grant Agreement for Montverde Septic to Sewer Project Phase 1, Agreement Number WG058; and

WHEREAS, on October 22, 2024, by a 3-2 vote of the Town Council, it was decided to not construct a Town wastewater treatment facility; and

WHEREAS, it is necessary to return the grant funds and cancel the grant agreement; and

WHEREAS, the Town Council desires to provide direction and authorization to the town manager and town attorney relating to return of the grant funds and termination of the grant agreement.

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

Section 1. The Town Council approves canceling and/or terminating the State of Florida Department of Environmental Protection Standard Grant Agreement for Montverde Septic to Sewer Project Phase 1, Agreement Number WG058, and authorizes return of grant funds to the State of Florida Department of Environmental Protection.

Section 2. The Council directs and authorizes the town manager to return grant funds awarded pursuant to Agreement Number WG058, and take all necessary actions to cancel the grant agreement including execution of required documents. The Council further authorizes the town attorney to provide advice and assistance to the town manager in canceling the grant agreement including review of any required documents.

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

ADOPTED at a meeting of the Town Council of the Town of Montverde this ____ day of _____, 2024.

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

ORDINANCE 2024-41

ORDINANCE 2024-41

AN ORDINANCE OF THE TOWN OF MONTVERDE, FLORIDA, AMENDING THE TOWN OF MONTVERDE'S COMPREHENSIVE PLAN TO INCLUDE CHANGING IN ALL ELEMENTS OF THE TOWN'S COMPREHENSIVE PLAN THE PLANNING TIMEFRAMES FROM FIVE YEARS TO TEN YEARS AS REQUIRED BY SB 1604/CHAPTER 2023-31 LAWS OF FLORIDA; RELOCATING ARCHAEOLOGICAL PROTECTION LANGUAGE IN THE FUTURE LAND USE ELEMENT TO THE ARCHAEOLOGICAL AND HISTORIC RESOURCES ELEMENT; INCREASING THE MINIMUM OPEN SPACE PERCENTAGES REQUIRED FOR EACH FUTURE LAND USE DESIGNATION IN THE FUTURE LAND USE ELEMENT; REQUIRING ACCESS MANAGEMENT TO BE CONSISTENT WITH THE *MONTVERDE WALKS PLAN*; REMOVING A REQUIREMENT TO IDENTIFY WETLANDS AS CONSERVATION OPEN SPACE; CLARIFYING ARCHITECTURAL DESIGN GUIDELINES AS PERMITTED BY STATE STATUTES WILL BE ADDED TO THE LAND DEVELOPMENT REGULATIONS TO ASSIST IN COMPATIBILITY BETWEEN ADJACENT USES; EXCLUDING JURISDICTIONAL WETLANDS FROM GROSS LAND AREA; INCLUDING THE TYPES OF DWELLING UNITS THAT MAY BE CONSTRUCTED IN AREAS DESIGNATED AS AFFORDABLE HOUSING ON THE FUTURE LAND USE MAPS; INCLUDING COMMERCIAL DISTRICT 2 (C-2) AS A TYPE OF COMMERCIAL FUTURE LAND USE DESIGNATION; CLARIFYING OPEN SPACE DEFINITION; ADDING UTILITY AS A FUTURE LAND USE DESIGNATION; INCLUDE REFERENCE TO A JOINT PLANNING AGREEMENT; AMEND TABLE-2 IN THE FUTURE LAND USE ELEMENT RELATING TO DENSITY AND INTENSITY OF LAND USE DESIGNATIONS; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND PUBLIC FACILITIES ELEMENT AS REQUIRED BY HB 1379/CHAPTER 2023-169 RELATING TO WATER QUALITY AND UPPER OCKLAWAHA BMAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN OF MONTVERDE COMPREHENSIVE PLAN; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE DATE.

WHEREAS, the Town of Montverde is required by adopted legislation to reflect a minimum planning period of ten years, prioritize advanced waste treatment, and a timeline for construction of a sewer system; and

WHEREAS, the Town Council of the Town of Montverde desires to amend its comprehensive plan to meet statutory requirements, clarify other provisions in the comprehensive plan, require compliance with Montverde Walks Plan, and other changes more specifically set forth in exhibits attached hereto and incorporated herein.

WHEREAS, the Planning and Zoning Board sitting as the local planning agency of the Town of Montverde held a public hearing on this ordinance which was advertised in accordance with law, and the Planning and Zoning Board made a recommendation to Town Council.

WHEREAS, the Town Council of the Town of Montverde public hearing for transmittal has been advertised as required by law with the public hearing occurring at least 7 days after the day that the first advertisement was published.

WHEREAS, the Town Council of the Town of Montverde second public hearing for adoption of this ordinance is being held at least 5 days after the date of the second advertisement.

WHEREAS, the Town Council desires to amend the Comprehensive Plan of the Town of Montverde as set forth below.

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

Section 1. Adoption of the Comprehensive Plan. The Montverde Comprehensive Plan as set forth in Exhibit “A” of this ordinance is hereby approved and adopted by the Town Council, which shall be applicable to property located within the Town of Montverde municipal boundaries.

Section 2. Conflicts. In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance shall control and supersede.

Section 3. Severability. If any section or phrase of this ordinance is held to be unconstitutional, void or otherwise invalid, the validity of the remaining portions of this ordinance shall not be affected thereby.

Section 4. Inclusion. It is the intention of the Town Council of the Town of Montverde that this comprehensive plan amendment shall become and be made a part of the comprehensive plan for the Town. Goals, objectives, and policies of the Comprehensive Plan may be renumbered or reorganized for editorial and codification purposes and such renumbering or reorganization shall not constitute nor be considered a substantive change to the comprehensive plan amendment as adopted.

Section 5. Effective Date. The effective date of this plan amendment shall be pursuant to the state land planning agency’s notice of intent. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED AND ORDAINED this ___ day of _____, 2025 at a regular meeting of the Town Council of the Town of Montverde.

Joe Wynkoop, Mayor

Attest:

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

First Reading _____
Second Reading _____

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

	Yea	Nay
Councilmember Jim Ley		
Councilmember Allan Hartle		
Councilmember Carol Womack		
Councilmember Joe Morganelli		
Mayor Joe Wynkoop		

~~DRAFT VERSION 1 4/16/2024~~ DRAFT VERSION 3 10/21/2024
~~DRAFT VERSION 2 10/21/2024~~

EXHIBIT "A"
TOWN OF MONTVERDE COMPREHENSIVE PLAN



STAFF REPORT

TO: Town Council
FROM: Sean M Parks, AICP, QEP Town Planner
DATE: November 12, 2024
SUBJECT: Comprehensive Plan Text Amendments
Ordinance Number: 2024-41
APPLICANT: Town of Montverde

REQUESTED ACTION / RECOMMENDATION:

Staff recommends approval of this Ordinance. The Planning and Zoning Board shall consider making recommendations to transmit the proposed changes to the Town Council and subsequently to the State of Florida's Community Planning Program.

RESOLUTION 2024-41

AN ORDINANCE OF THE TOWN OF MONTVERDE, FLORIDA, AMENDING THE TOWN OF MONTVERDE'S COMPREHENSIVE PLAN TO INCLUDE CHANGING IN ALL ELEMENTS OF THE TOWN'S COMPREHENSIVE PLAN THE PLANNING TIMEFRAMES FROM FIVE YEARS TO TEN YEARS AS REQUIRED BY SB 1604/CHAPTER 2023-31 LAWS OF FLORIDA; RELOCATING ARCHAEOLOGICAL PROTECTION LANGUAGE IN THE FUTURE LAND USE ELEMENT TO THE ARCHAEOLOGICAL AND HISTORIC RESOURCES ELEMENT; INCREASING THE MINIMUM OPEN SPACE PERCENTAGES REQUIRED FOR EACH FUTURE LAND USE DESIGNATION IN THE FUTURE LAND USE ELEMENT; REQUIRING ACCESS MANAGEMENT TO BE CONSISTENT WITH THE MONTVERDE WALKS PLAN; REMOVING A REQUIREMENT TO IDENTIFY WETLANDS AS CONSERVATION OPEN SPACE; CLARIFYING ARCHITECTURAL DESIGN GUIDELINES AS PERMITTED BY STATE STATUTES WILL BE ADDED TO THE LAND DEVELOPMENT REGULATIONS TO ASSIST IN COMPATIBILITY BETWEEN ADJACENT USES; EXCLUDING JURISDICTIONAL WETLANDS FROM GROSS LAND AREA; INCLUDING THE TYPES OF DWELLING UNITS THAT MAY BE CONSTRUCTED IN AREAS DESIGNATED AS AFFORDABLE HOUSING ON THE FUTURE LAND USE MAPS; INCLUDING COMMERCIAL DISTRICT 2 (C-2) AS A TYPE OF COMMERCIAL FUTURE LAND USE DESIGNATION; CLARIFYING OPEN SPACE DEFINITION; ADDING UTILITY AS A FUTURE LAND USE DESIGNATION; INCLUDE REFERENCE TO A JOINT PLANNING AGREEMENT; AMEND TABLE-2 IN THE FUTURE LAND



STAFF REPORT

USE ELEMENT RELATING TO DENSITY AND INTENSITY OF LAND USE DESIGNATIONS; AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND PUBLIC FACILITIES ELEMENT AS REQUIRED BY HB 1379/CHAPTER 2023-169 RELATING TO WATER QUALITY AND UPPER OCKLAWAHA BMAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN OF MONTVERDE COMPREHENSIVE PLAN; AND PROVIDING FOR APPROVAL AND AN EFFECTIVE DATE.

The updates include changes throughout the Elements listed below.

- I – Future Land Use Element
- II – Transportation Element
- III – Housing Element
- IV – Public Facilities Element
- V – Conservation Element
- VI – Recreation & Open Space Element
- VII – Intergovernmental Coordination Element
- VIII – Capital Improvements Element
- IX – Concurrency Management Element
- X – Economic Prosperity Element
- XI – Archaeological & Historic Resource Element
- XII – Property Rights Element

The updates include text and formatting amendments only and are highlighted in the following pages.

REMINDERS AND ADJORNMENT