



**MONTVERDE TOWN COUNCIL
SPECIAL MEETING AGENDA
APRIL 23, 2025, AT 7:30 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
Carol Womack, Vice Mayor
Allan Hartle, Councilmember
Joe Morganelli, Councilmember

STAFF

Paul Larino, Town Manager
Anita Geraci-Carver, Town Attorney
Sean Parks, Town Planner
Lisa Busto, Associate Planner
Caroline Trepanier, Administrative Assistant

DISCLAIMER

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

CALL TO ORDER AND OPENING CEREMONIES

- Pledge of Allegiance
- Invocation
- Roll Call

I. DISCUSSION AND ACTION ITEM

- A. Authorization for Town Manager to return the remaining ARPA Funds
- B. Review of Fiscal Year 2025 Budget
- C. FEMA Update

II. PUBLIC HEARING ORDINANCES AND RESOLUTIONS

- A. **RESOLUTION 2025-172** 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.

III. REMINDERS AND ADJOURNMENT

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

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

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

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

DISCUSSION AND ACTION ITEMS

**Town of Montverde
ARPA Closeout Worksheet**

ARPA Grant(s) Received	\$ 5,000,000.00
------------------------	-----------------

ARPA Expenses

Sewer Evaluation / Studies	\$ 1,697,692.22
----------------------------	-----------------

Funds Returned to County	<u>\$ 2,200,000.00</u>
--------------------------	------------------------

Total Withdrawn from Account	\$ 3,897,692.22
------------------------------	-----------------

Remaining Funds after ARPA Draws	\$ 1,102,307.78
----------------------------------	-----------------

Funds Returned From DEP Grant	\$ 455,000.00
-------------------------------	---------------

Final Amount to be Returned to County	\$ 1,557,307.78
---------------------------------------	------------------------

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

TOWN OF MONTVERDE

GENERAL FUND
P.O. BOX 660008
MONTVERDE, FL 34756
(407) 469-2681

UNITED SOUTHERN BANK
UMATILLA, FL 32784
63-528/631

024532

CHECK NO. 24532

Two Million Two Hundred Thousand and 00/100 Dollars

DATE

AMOUNT

01/14/2025

2,200,000.00

Lake County BOCC

PAY
TO THE
ORDER
OF

PO Box 7800,
Tavares FL 32778



[Handwritten signature]

ENDORSE HERE

FOR DEPOSIT ONLY

County Finance

Lake County Board of County Commissioners

Gary J. Cooney, Clerk and Comptroller

DEPOSIT TO: MOBILE DEPOSIT

DEPOSIT TO: MOBILE DEPOSIT

SECURITY FEATURES LISTED BELOW EXCEED INDUSTRY STANDARDS

000000000000

[Redacted area]

[Redacted area]

VENDOR PAYMENT DETAIL RECORDS FOR FEID/SSN: 591553358
AGENCY VO: VF04837 PAYMENT NUMBER: 0561521

SWDN	ACCOUNT CODE	OBJECT	AMOUNT	POSTING DATE	CONTRACT	PAYMENT TYPE	AGENCY INFORMATION 1	AGENCY INFORMATION 2
D5000460546	37202603002372201000014511022	780000	455,000.00	2025/04/04	WG058	EFT		



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form - Subaward to a Recipient

Submit completed form to: Contracts_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Contracts Team at Contracts_Adm@FloridaDEP.gov or at telephone number 850/245-2361 for assistance.

UEI: DK8VHNT8VG45

(UEI must be twelve (12) characters not including dashes)*

Federal Award ID Number (FAIN#): SLFRP0125

Catalog of Federal Domestic Assistance (CFDA)#: 21.027

DEP Assigned Grant Agreement#: WG058

Dollar Amount of Grant Disbursement: \$ 4,000,000.00

* If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at <https://sam.gov/content/home> to register your entity to request a Unique Entity ID.

Business Name: Town of Montverde

DBA Name (If applicable): _____

Principal Place of Business Address:

Address Line 1: 17404 Sixth Street

Address Line 2: P.O. Box 560008

Address Line 3: _____

City: Montverde

State: FL

Zip+4: 34756



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Description of Project (up to 4000 characters):

See attached.

WASTEWATER/SEWER

Project #: 0233076.01

Payment Account Breakdown												
Date of Invoice	Invoice #	Vendor	Description of services	Date Invoice paid	Check #	Amount of Invoice	County ARPA amount			DEP Grant		
							County ARPA Amount (50%)	Date transfer to general fund account	Amount Transferred	DEP Grant Amount (50%)	Date Reimburse submitted	Reimburse Amount
							\$5,000,000.00			\$4,000,000.00		
9/1/2022	208435	BEGINNING BALANCE	PRELIMINARY ENGINEERING, ENVIRONMENTAL, FINANCE REVIEW	10/10/2022	21898	20,000.00	10,000.00		\$	10,000.00		
10/7/2022	209849	WOODARD & CURRAN	PRELIMINARY ENGINEERING, PUBLIC ENGAGEMENT	2/7/2023	22247	6,000.00	3,000.00		\$	3,000.00		
12/9/2022	212545	WOODARD & CURRAN	ENGINEERING, ENVIRONMENTAL & FINANCE REVIEW	1/19/2023	22188	3,000.00	1,500.00		\$	1,500.00		
2/7/2023	214931	WOODARD & CURRAN	PRELIMINARY ENGINEERING & PUBLIC ENGAGEMENT	6/12/2023	22607	5,000.00	2,500.00		\$	2,500.00		
4/4/2023	484	PARKS CONSULTING	SEWER PRESENTATION, MEETING & OPEN HOUSE	4/4/2023	22526	2,295.00	1,147.50		\$	1,147.50		
4/20/2023	218016	WOODARD & CURRAN	PERLIMINARY AND ENVIRONMENT	4/20/2023	22470	21,000.00	10,500.00		\$	10,500.00		
5/5/2023	480	PARKS CONSULTING	SEWER PRESENTATION MATERIAL	3/14/2023	22355	4,145.44	2,072.72		\$	2,072.72		
6/26/2023	220836	WOODARD & CURRAN	PRELIMINARY ENGINEERING	6/28/2023	22652	10,000.00	5,000.00		\$	5,000.00		
8/23/2023	223296	WOODARD & CURRAN	PRELIMINARY ENGINEERING	8/23/2023	22825	7,000.00	3,500.00		\$	3,500.00		
9/21/2023	224521	WOODARD & CURRAN	SITE INVESTIGATIONS	11/14/2023	23105	1,000.00	500.00	Omitted from reimbursement	\$	500.00		
9/21/2023	224530	WOODARD & CURRAN	DESIGN & FUNDING	10/2/2023	22908	7,319.35	3,659.68		\$	3,659.68		
10/27/2023	225896	WOODARD & CURRAN	DESIGN & FUNDING	10/2/2023	22907	10,865.19	5,432.60		\$	5,432.60		
11/15/2023	228750	WOODARD & CURRAN	DESIGN & COLLECTION	10/31/2023	23063	42,391.30	21,195.65		\$	21,195.65		
11/15/2023	228752	WOODARD & CURRAN	WASTEWATER FACILITY PLAN	11/30/2023	23150	85,323.95	42,661.98		\$	42,661.98		
11/15/2023	12131	Law Off of Anita Geraci-Carver	REIMBURSEMENT SUBMITTED	11/30/2023	23152	10,350.00	5,175.00		\$	5,175.00		
1/17/2024	229629	WOODARD & CURRAN	Sent by W&C to DEP on 2/29/24 117,845.12	1/3/2024	23238	4,547.50	2,273.75		\$	2,273.75		
1/22/2024	230775	WOODARD & CURRAN	WASTEWATER COLLECTION & TREATMENT DESIGN	1/22/2024	23302	145,965.29	72,982.65		\$	72,982.65		
2/19/2024	230775	WOODARD & CURRAN	WASTEWATER COLLECTION & TREATMENT DESIGN	2/19/2024	23372	135,097.35	67,548.68		\$	67,548.68		
3/4/2024	12181	LAW OFFICE OF ANITA GERACI-CARVER	Transfer from grant account to general fund did not recv					2/29/2024		260,150.19		
3/27/2024	232265	WOODARD & CURRAN	TITLE SEARCH REPORTS STETCHER & RALBAG	3/4/2024		\$400.00	\$200.00			\$200.00		
4/23/2024	233332	WOODARD & CURRAN	PRELIMINARY ENGINEERING	3/27/2024		105,417.04	52,708.52		\$	52,708.52		
5/20/2024	12239	LAW OFFICE OF ANITA GERACI-CARVER	PRELIMINARY ENGINEERING	4/23/2024		122,115.87	61,057.94		\$	61,057.94		
5/23/2024	234493	WOODARD & CURRAN	RAIBAG/EMINENT DOMAIN	5/20/2024		\$3,639.22	\$1,819.61		\$	\$1,819.61		
6/7/2024	12258	LAW OFFICE OF ANITA GERACI-CARVER	RAIBAG/EMINENT DOMAIN	5/23/2024		97,131.16	48,565.58		\$	48,565.58		
6/17/2024	12264	LAW OFFICE OF ANITA GERACI-CARVER	RAIBAG/EMINENT DOMAIN	6/7/2024		\$315.00	\$157.50			\$157.50		
6/25/2024	235700	WOODARD & CURRAN	WASTEWATER FACILITY PLAN	6/17/2024	23803	\$100,000.00	\$50,000.00			\$50,000.00		
6/27/2024	235853	WOODARD & CURRAN	WASTEWATER FACILITY PLAN	6/25/2024	23803	22,200.00	11,100.00		\$	11,100.00		
7/1/2024	6582249	GANNETT FLORIDA LOCALIQ	WASTEWATER COLLECTION & TREATMENT DESIGN	6/27/2024	23803	79,062.78	39,531.39		\$	39,531.39		
7/2/2024	12294	LAW OFFICE OF ANITA GERACI-CARVER	FINANCIAL PROJECT - WASTE WATER	7/1/2024	23563	224.78	112.39		\$	112.39		
7/2/2024	12294	LAW OFFICE OF ANITA GERACI-CARVER	EMINENT DOMAIN-SEWER	7/2/2024		\$180.00	\$90.00			\$90.00		
8/5/2024	237430	WOODARD & CURRAN	EMINENT DOMAIN-SEWER	7/2/2024		\$3,565.79	\$1,782.90			\$1,782.90		
8/16/2024	237848	WOODARD & CURRAN	WASTEWATER FACILITY PLAN	7/29/2024	23900	79,062.78	39,531.39		\$	39,531.39		
8/21/2024	238158	WOODARD & CURRAN	WASTEWATER FACILITY PLAN	8/5/2024	23910	21,000.00	10,500.00		\$	10,500.00		
9/27/2024	239668	WOODARD & CURRAN	COLLECTION & TREATMENT DESIGN	8/16/2024	23961	36,170.00	18,085.00		\$	18,085.00		
9/30/2024	JE	WILDAN FINANCIAL SERVICES	WASTEWATER FACILITY PLAN	8/21/2024		241,568.22	120,784.11		\$	120,784.11		
10/28/2024	240987	WOODARD & CURRAN	WATER & SEWER CONNECTION FEE STUDY 50%	9/27/2024	26126	46,562.75	23,281.38		\$	23,281.38		
11/25/2024	12390	LAW OFFICE OF ANITA GERACI-CARVER	FACILITY PLAN	9/30/2024		\$5,315.00	\$2,657.50		\$	\$2,657.50		
11/26/2024	242250	WOODARD & CURRAN	EMINENT DOMAIN-SEWER	10/28/2024		95,370.31	47,685.16		\$	47,685.16		
12/4/2025	1953447	Shirts & Bowen	COLLECTION & TREATMENT DESIGN	11/25/2024		\$7,692.14	\$3,846.07		\$	\$3,846.07		
12/27/2025	243494	Shirts & Bowen	EMINENT DOMAIN-SEWER	11/26/2024		65,766.90	32,883.45		\$	32,883.45		
12/10/2024	010-60624	WILDAN FINANCIAL SERVICES	EMINENT DOMAIN-SEWER	12/4/2025		18,700.00						
			WATER & SEWER CONNECTION FEE STUDY 50%	12/27/2025		24,707.11	\$112.50			\$112.50		
				12/10/2024		\$225.00						
			Total			1,697,692.22						

Account Number	Account Title	2025 April Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
GENERAL FUND						
001-311100	Ad Valorem Taxes	.00	533,354.42	600,164.00	66,809.58	88.87%
001-311200	Delinquent Ad Valorem Taxes	.00	.00	10.00	10.00	.00
001-312410	Local Option Gas Tax	.00	28,765.77	75,000.00	46,234.23	38.35%
001-312600	Discretionary Tax	.00	93,175.95	190,000.00	96,824.05	49.04%
001-314100	Electric Service Tax	.00	44,812.14	92,000.00	47,187.86	48.71%
001-314400	Natural Gas Service Tax	18.81	2,770.15	4,600.00	1,829.85	60.22%
001-315100	Communications Service Tax	.00	35,363.23	66,000.01	30,636.78	53.58%
001-316100	Prof. & Occup. License Tax	.00	.00	50.00	50.00	.00
001-323100	Electricity Franchise	.00	76,229.98	150,000.00	73,770.02	50.82%
001-323400	Gas Franchise	.00	3,674.17	4,200.00	525.83	87.48%
001-329504	Permit Fire Reivew Fee	.00	.00	1,000.00	1,000.00	.00
001-329505	Reinspection Fees	.00	3,600.00	20,000.00	16,400.00	18.00%
001-329506	Plan Review	5,865.67	87,478.40	150,000.00	62,521.60	58.32%
001-329507	Building Permit Fees	17,392.92	237,961.15	375,000.00	137,038.85	63.46%
001-329508	Administrative Fee	6,489.65	89,177.12	125,000.00	35,822.88	71.34%
001-329509	State Permit Surcharge	581.47	8,298.56	13,000.00	4,701.44	63.84%
001-329510	Zoning/Permit Appl Fees	495.00	11,776.13	20,000.00	8,223.87	58.88%
001-329515	Row Utilization Fees	.00	500.00	1,500.00	1,000.00	33.33%
001-335150	Alcoholic Beverage License	.00	223.74	500.00	276.26	44.75%
001-335180	1/2 Cent Sales Tax	.00	52,130.67	130,000.00	77,869.33	40.10%
001-335190	State Revenue Sharing	.00	25,863.58	65,000.00	39,136.42	39.79%
001-337700	Grants & Donations	.00	.00	500.00	500.00	.00
001-338000	Library Interlocal w/ Lake Co	.00	22,830.08	35,000.00	12,169.92	65.23%
001-338100	One Cent Gas Tax - Lake Co.	.00	3,293.97	6,500.00	3,206.03	50.68%
001-341210	Notary, Copy, Fax Fees	.00	7,835.52	250.00	7,585.52	3134.21%
001-341215	Public Record Requests	71.05	71.05	50.00	21.05	142.10%
001-341220	Mva Traffic Signal Maintenance	.00	.00	2,300.00	2,300.00	.00
001-341500	Lien Search Charge	.00	500.00	1,500.00	1,000.00	33.33%
001-343400	Garbage Service Charges	.00	150,782.02	295,000.00	144,217.98	51.11%
001-343410	Garbage Late Fee	.00	1,452.57	1,200.00	252.57	121.05%
001-347220	Montverde Day	.00	39,163.25	50,000.00	10,836.75	78.33%
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	630.63	2,529.87	3,800.00	1,270.13	66.58%
001-352100	Library Fines	.00	198.80	150.00	48.80	132.53%
001-354200	Code Compliance Fines	.00	1,726.00	15,000.00	13,274.00	11.51%
001-361000	FEMA - Revenue	.00	25.00	.00	25.00	.00
001-361002	Insurance - Lighting Strike	.00	60,130.29	.00	60,130.29	.00
001-361100	Interest Earnings	.00	80,280.06	16,000.00	64,280.06	501.75%
001-362100	17406 7Th Street Rental	.00	.00	14,000.00	14,000.00	.00
001-362260	Rental Income - Cell Tower	.00	43,758.41	41,000.00	2,758.41	106.73%
001-362300	Post Office Rental Revenue	.00	9,982.50	18,100.00	8,117.50	55.15%
001-364100	Asset Sales (Equip/Veh/Mchnry)	.00	.00	50,000.00	50,000.00	.00
001-366000	Donations	1,900.00	1,900.00	.00	1,900.00	.00
001-366240	Community Building Rental	.00	.00	3,500.00	3,500.00	.00
001-366245	Contributions To Cemetry	.00	25.00	50.00	25.00	50.00%
001-369900	Other Revenues	25.00	590.59	40,000.00	39,409.41	1.48%
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:		33,470.20	1,762,230.14	2,827,134.01	1,064,903.87	62.33%
GENERAL FUND Revenue Total:		33,470.20	1,762,230.14	2,827,134.01	1,064,903.87	62.33%

Account Number	Account Title	2025 April Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
	Net Total GENERAL FUND:	33,470.20	1,762,230.14	2,827,134.01	1,064,903.87	62.33%

Account Number	Account Title	2025 April Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
WATER						
400-343300	Water Service Chrgs - Potable	.00	232,355.19	565,000.00	332,644.81	41.12%
400-343301	Bulk Water Sales	.00	17,454.00	4,500.00	12,954.00-	387.87%
400-343310	Irrigation Water Service Chrgs	.00	133,604.62	175,000.00	41,395.38	76.35%
400-343330	Administrative Fee	665.00	10,550.58	15,000.00	4,449.42	70.34%
400-343331	Water Meter Install Charges	12,600.00	149,100.00	175,000.00	25,900.00	85.20%
400-343390	Water Late Fees	.00	4,794.76	4,000.00	794.76-	119.87%
400-343600	Surcharge	.00	13,555.82	.00	13,555.82-	.00
400-361100	Interest Earnings	.00	6,500.47	500.00	6,000.47-	1300.09%
400-369900	Other Revenues	.00	.00	100,100.00	100,100.00	.00
Total Revenue:		13,265.00	567,915.44	1,039,100.00	471,184.56	54.65%
WATER Revenue Total:		13,265.00	567,915.44	1,039,100.00	471,184.56	54.65%
Net Total WATER:		13,265.00	567,915.44	1,039,100.00	471,184.56	54.65%

Account Number	Account Title	2025 April Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
SEWER-ENTERPRISE (WASTE WATER)						
421-343307	Sewer Connection Fees	2,550.00	23,800.00	50,000.00	26,200.00	47.60%
421-343320	Sewer Service Charge	.00	63,660.65	120,000.00	56,339.35	53.05%
421-343390	Sewer Late Fees	.00	838.81	750.00	88.81	111.84%
421-343500	Surcharges Out of Town Limits	.00	6,106.94	12,500.00	6,393.06	48.86%
421-361100	Interest Earnings	.00	.00	25.00	25.00	.00
421-369900	Other Revenues	.00	.00	50.00	50.00	.00
Total Revenue:		2,550.00	94,406.40	183,325.00	88,918.60	51.50%
SEWER-ENTERPRISE (WASTE WATER) Revenue Total:		2,550.00	94,406.40	183,325.00	88,918.60	51.50%
Net Total SEWER-ENTERPRISE (WASTE WATER):		2,550.00	94,406.40	183,325.00	88,918.60	51.50%

Account Number	Account Title	Expanded Title	2025 April Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
GENERAL FUND								
TOWN COUNCIL								
001-511-240	Workers Compensation		.00	252.04	666.00	666.00	413.96	37.84%
001-511-342	Council Stipends		.00	19,161.73	44,500.00	44,500.00	25,338.27	43.06%
001-511-400	Travel		.00	.00	750.00	750.00	750.00	.00
001-511-445	Election Expense		.00	.00	5,000.00	5,000.00	5,000.00	.00
001-511-450	Insurance		.00	6,065.51	8,690.00	8,690.00	2,624.49	69.80%
001-511-460	Repairs & Maintenance		.00	.00	100.00	100.00	100.00	.00
001-511-470	Printing & Copying		.00	359.10	500.00	500.00	140.90	71.82%
001-511-490	Other Current Charges		.00	129.09	1,800.00	1,800.00	1,670.91	7.17%
001-511-491	Council Workshop & Comm Meals		.00	8,548.82	18,000.00	18,000.00	9,451.18	47.49%
001-511-510	Office Supplies		.00	21.92	500.00	500.00	478.08	4.38%
001-511-520	Operating Supplies		.00	1,017.08	2,500.00	2,500.00	1,482.92	40.68%
001-511-521	Uniforms & Clothing		.00	651.94	800.00	800.00	148.06	81.49%
001-511-540	Subscriptions & Memberships		.00	2,909.25	4,500.00	4,500.00	1,590.75	64.65%
001-511-550	Seminars & Training		.00	.00	7,000.00	7,000.00	7,000.00	.00
001-511-551	Economic Development		.00	.00	750.00	750.00	750.00	.00
Total TOWN COUNCIL:			.00	39,116.48	96,056.00	96,056.00	56,939.52	40.72%
FINANCE & ADMINISTRATIVE								
001-513-120	Regular Salaries & Wages		.00	55,749.70	109,561.00	109,561.00	53,811.30	50.88%
001-513-121	Employee Christmas and Perform		.00	11,910.06	12,500.00	12,500.00	589.94	95.28%
001-513-140	Overtime		.00	1,678.13	8,500.00	8,500.00	6,821.87	19.74%
001-513-210	FICA Matching		.00	4,800.20	8,878.67	8,878.67	4,078.47	54.06%
001-513-220	Retirement Plan		.00	11,139.06	21,000.00	21,000.00	9,860.94	53.04%
001-513-230	Health Insurance		.00	9,893.55	24,000.00	24,000.00	14,106.45	41.22%
001-513-234	Short-Term Disability		.00	510.12	950.00	950.00	439.88	53.70%
001-513-240	Workers Compensation		.00	703.90	1,860.00	1,860.00	1,156.10	37.84%
001-513-310	Professional Services		.00	.00	2,500.00	2,500.00	2,500.00	.00
001-513-320	Accounting & Auditing		.00	4,000.00	19,500.00	19,500.00	15,500.00	20.51%
001-513-340	Contractual Services		.00	6,005.55	14,500.00	14,500.00	8,494.45	41.42%
001-513-400	Travel		.00	.00	1,500.00	1,500.00	1,500.00	.00
001-513-410	Telephone		.00	1,121.86	3,000.00	3,000.00	1,878.14	37.40%
001-513-411	Internet		50.00	652.00	2,500.00	2,500.00	1,848.00	26.08%
001-513-420	Postage & Freight		.00	2,236.48	3,000.00	3,000.00	763.52	74.55%
001-513-430	Utilities		309.40	2,344.17	5,500.00	5,500.00	3,155.83	42.62%
001-513-440	Rentals & Leases Building Repr		450.00	2,061.54	7,500.00	7,500.00	5,438.46	27.49%
001-513-450	Insurance		.00	14,230.93	20,625.00	20,625.00	6,394.07	69.00%
001-513-460	Repair & Maintenance		1,055.00	10,127.98	9,500.00	9,500.00	627.98-	106.61%
001-513-470	Printing & Copying		.00	327.55	3,500.00	3,500.00	3,172.45	9.36%
001-513-490	Other Current Charges		.00	1,110.26	2,500.00	2,500.00	1,389.74	44.41%
001-513-492	Employee Meals & Appreciation		.00	1,923.02	3,500.00	3,500.00	1,576.98	54.94%
001-513-495	Bank Finance Charges		.00	288.56	400.00	400.00	111.44	72.14%
001-513-510	Office Supplies		.00	984.25	5,000.00	5,000.00	4,015.75	19.69%
001-513-513	TM Allowance		.00	1,320.02	4,400.00	4,400.00	3,079.98	30.00%
001-513-520	Operating Supplies		.00	416.56	2,800.00	2,800.00	2,383.44	14.88%
001-513-521	Uniforms & Clothing		.00	472.39	1,200.00	1,200.00	727.61	39.37%
001-513-522	Small Tools & Equipment		.00	.00	500.00	500.00	500.00	.00
001-513-540	Subscriptions, Membership		30.00	484.16	2,900.00	2,900.00	2,415.84	16.70%
001-513-550	Seminars And Training		.00	712.14	4,000.00	4,000.00	3,287.86	17.80%
001-513-605	Capital - Town Hall	Roof & Stone	5,050.00	111,300.64	.00	.00	111,300.64-	.00
Total FINANCE & ADMINISTRATIVE:			6,944.40	258,504.78	307,574.67	307,574.67	49,069.89	84.05%

Account Number	Account Title	Expanded Title	2025 April Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
LEGAL COUNSEL								
001-514-310	Professional Services		.00	16,395.00	72,500.00	72,500.00	56,105.00	22.61%
001-514-510	Office Supplies		.00	.00	500.00	500.00	500.00	.00
Total LEGAL COUNSEL:			.00	16,395.00	73,000.00	73,000.00	56,605.00	22.46%
PERMITTING								
001-519-120	Regular Salaries & Wages		.00	50,808.60	100,821.00	100,821.00	50,012.40	50.39%
001-519-140	Overtime		.00	4,620.56	9,500.00	9,500.00	4,879.44	48.64%
001-519-210	FICA Matching		.00	4,418.25	8,439.56	8,439.56	4,021.31	52.35%
001-519-220	Retirement Plan		.00	9,992.40	19,400.00	19,400.00	9,407.60	51.51%
001-519-230	Health Insurance		.00	12,303.02	23,000.00	23,000.00	10,696.98	53.49%
001-519-234	Short-Term Disability		.00	422.05	748.00	748.00	325.95	56.42%
001-519-240	Workers Compensation		.00	316.38	836.00	836.00	519.62	37.84%
001-519-310	Professional Services		.00	27,850.97	24,000.00	24,000.00	3,850.97-	116.05%
001-519-315	Building Official Fees		14,132.40	208,427.73	350,000.00	350,000.00	141,572.27	59.55%
001-519-340	Contractual Services-Citizens		1,000.00	10,732.00	14,000.00	14,000.00	3,268.00	76.66%
001-519-350	Municode		.00	2,280.79	4,800.00	4,800.00	2,519.21	47.52%
001-519-410	Telephone		.00	630.50	2,000.00	2,000.00	1,369.50	31.53%
001-519-411	Internet		50.00	651.00	2,000.00	2,000.00	1,349.00	32.55%
001-519-420	Postage & Freight		.00	515.22	2,500.00	2,500.00	1,984.78	20.61%
001-519-440	Rentals & Leases		.00	.00	1,200.00	1,200.00	1,200.00	.00
001-519-450	Insurance		.00	4,108.45	5,775.00	5,775.00	1,666.55	71.14%
001-519-470	Printing & Copying		.00	563.34	750.00	750.00	186.66	75.11%
001-519-490	Other Current Charges		.00	211.34	250.00	250.00	38.66	84.5
001-519-495	Bank Finance Charges		.00	5,190.55	3,500.00	3,500.00	1,690.55-	148.30%
001-519-510	Office Supplies		.00	259.34	1,500.00	1,500.00	1,240.66	17.29%
001-519-513	TM Allowances		.00	899.99	3,300.00	3,300.00	2,400.01	27.27%
001-519-520	Operating Supplies		.00	416.57	500.00	500.00	83.43	83.31%
001-519-521	Uniforms & Clothing		.00	1,093.69	250.00	250.00	843.69-	437.48%
001-519-540	Subscriptions, Membership		.00	553.32	500.00	500.00	53.32-	110.66%
001-519-550	Seminars And Training		.00	937.15	3,500.00	3,500.00	2,562.85	26.78%
Total PERMITTING:			15,182.40	348,203.21	583,069.56	583,069.56	234,866.35	59.72%
PUBLIC SAFETY								
001-520-240	Workers Compensation		.00	187.32	495.00	495.00	307.68	37.84%
001-520-343	Contract Svcs Highway Patrol		2,707.50	71,409.15	100,000.00	100,000.00	28,590.85	71.41%
001-520-344	Contract Svcs LCSD or HP		.00	.00	50,000.00	50,000.00	50,000.00	.00
001-520-410	Telephone		.00	242.64	500.00	500.00	257.36	48.53%
001-520-411	Internet		643.20	3,830.64	6,500.00	6,500.00	2,669.36	58.93%
001-520-430	Utilities		120.81	768.91	1,600.00	1,600.00	831.09	48.06%
001-520-442	Equipment Leases (Vehicles)		.00	13,487.40	13,500.00	13,500.00	12.60	99.91%
001-520-450	Insurance		.00	1,539.85	2,112.00	2,112.00	572.15	72.91%
001-520-460	Repair & Maintenance		.00	1,498.89	1,500.00	1,500.00	1.11	99.93%
001-520-490	Other Current Charges		.00	773.61	500.00	500.00	273.61-	154.72%
001-520-493	Volunteer Appreciation		.00	.00	650.00	650.00	650.00	.00
001-520-520	Operating Supplies		.00	.00	500.00	500.00	500.00	.00
001-520-521	Uniforms & Clothing		.00	.00	500.00	500.00	500.00	.00
001-520-524	Fuel		.00	41.52	2,000.00	2,000.00	1,958.48	2.08%
Total PUBLIC SAFETY:			3,471.51	93,779.93	180,357.00	180,357.00	86,577.07	52.00%
FIRE CONTROL/POST OFFICE								
001-522-450	Insurance		.00	5,448.75	7,920.00	7,920.00	2,471.25	68.80%
001-522-460	Repair & Maintenance		895.67	3,104.67	10,000.00	10,000.00	6,895.33	31.05%

Account Number	Account Title	Expanded Title	2025 April Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
Total FIRE CONTROL/POST OFFICE:			895.67	8,553.42	17,920.00	17,920.00	9,366.58	47.73%
CODE COMPLIANCE								
001-524-120	Regular Salaries & Wages		.00	3,164.98	6,430.00	6,430.00	3,265.02	49.22%
001-524-210	FICA Matching		.00	260.50	491.90	491.90	231.40	52.96%
001-524-220	Retirement Plan		.00	917.80	1,864.70	1,864.70	946.90	49.22%
001-524-230	Health Insurance		.00	359.30	1,430.00	1,430.00	1,070.70	25.13%
001-524-234	Short-Term Disability		.00	26.16	122.00	122.00	95.84	21.44%
001-524-240	Workers Compensation		.00	77.58	205.00	205.00	127.42	37.84%
001-524-310	Professional Services		.00	700.00	5,000.00	5,000.00	4,300.00	14.00%
001-524-313	Legal Service		.00	.00	5,000.00	5,000.00	5,000.00	.00
001-524-420	Postage & Freight		.00	79.92	900.00	900.00	820.08	8.88%
001-524-450	Insurance		.00	2,561.47	3,520.00	3,520.00	958.53	72.77%
001-524-490	Other Current Charges		.00	.00	250.00	250.00	250.00	.00
001-524-510	Office Supplies		.00	.00	100.00	100.00	100.00	.00
001-524-513	TM ALLOWANCE		.00	180.05	660.00	660.00	479.95	27.28%
001-524-550	Seminars And Training		.00	83.94	500.00	500.00	416.06	16.79%
Total CODE COMPLIANCE:			.00	8,411.70	26,473.60	26,473.60	18,061.90	31.77%
GARBAGE/SOLID WASTE SERVICES								
001-534-340	Contractual Services		42,053.99	129,295.88	255,000.00	255,000.00	125,704.12	50.70%
001-534-490	Bad Debt		.00	.00	500.00	500.00	500.00	.00
Total GARBAGE/SOLID WASTE SERVICES:			42,053.99	129,295.88	255,500.00	255,500.00	126,204.12	50.61%
PUBLIC WORKS								
001-539-120	Regular Salaries & Wages		.00	15,930.05	33,103.00	33,103.00	17,172.95	48.12%
001-539-140	Overtime		.00	743.26	4,500.00	4,500.00	3,756.74	16.52%
001-539-210	FICA Matching		.00	1,417.73	2,876.63	2,876.63	1,458.90	49.28%
001-539-220	Retirement Plan		.00	2,449.22	5,140.91	5,140.91	2,691.69	47.64%
001-539-230	Health Insurance		.00	3,627.96	7,689.00	7,689.00	4,061.04	47.18%
001-539-234	Short-Term Disability		.00	189.85	222.00	222.00	32.15	85.52%
001-539-240	Workers Compensation		.00	302.76	800.00	800.00	497.24	37.85%
001-539-340	Contractual Services		.00	205.00	3,500.00	3,500.00	3,295.00	5.86%
001-539-400	Travel		.00	.00	250.00	250.00	250.00	.00
001-539-410	Telephone		.00	242.64	560.00	560.00	317.36	43.33%
001-539-430	Utilities		.00	.00	1,500.00	1,500.00	1,500.00	.00
001-539-442	Equipment Leases (Vehicles)		.00	26,800.00	26,800.00	26,800.00	.00	100.00%
001-539-450	Insurance		.00	5,977.34	8,580.00	8,580.00	2,602.66	69.67%
001-539-460	Repair & Maintenance		266.66	2,367.88	12,000.00	12,000.00	9,632.12	19.73%
001-539-464	Hurricane Repairs		.00	215,728.11	.00	.00	215,728.11	.00
001-539-490	Other Current Charges		.00	.00	1,000.00	1,000.00	1,000.00	.00
001-539-510	Office Supplies		.00	91.74	200.00	200.00	108.26	45.87%
001-539-520	Operating Supplies		.00	772.09	2,500.00	2,500.00	1,727.91	30.88%
001-539-521	Uniforms & Clothing		.00	317.30	750.00	750.00	432.70	42.31%
001-539-522	Small Tools & Equipment		.00	3,856.55	2,500.00	2,500.00	1,356.55	154.26%
001-539-524	Fuel		.00	3,585.82	6,000.00	6,000.00	2,414.18	59.76%
001-539-540	Subscriptions, Membership		.00	.00	250.00	250.00	250.00	.00
001-539-640	Machinery & Equipment		.00	9,342.00	35,000.00	35,000.00	25,658.00	26.69%
Total PUBLIC WORKS:			266.66	293,947.30	155,721.54	155,721.54	138,225.76	188.76%
ROAD & STREET FACILITIES								
001-541-120	Regular Salaries & Wages		.00	16,761.46	35,386.00	35,386.00	18,624.54	47.37%

Account Number	Account Title	Expanded Title	2025 April Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
001-541-140	Overtime		.00	.00	5,000.00	5,000.00	5,000.00	.00
001-541-210	FICA Matching		.00	1,492.68	3,089.53	3,089.53	1,596.85	48.31%
001-541-220	Retirement Plan		.00	2,536.79	5,129.02	5,129.02	2,592.23	49.46%
001-541-230	Health Insurance		.00	6,153.41	8,800.00	8,800.00	2,646.59	69.93%
001-541-234	Short-Term Disability		.00	221.52	448.00	448.00	226.48	49.45%
001-541-240	Workers Compensation		.00	227.06	600.00	600.00	372.94	37.84%
001-541-310	Professional Services		.00	.00	2,000.00	2,000.00	2,000.00	.00
001-541-340	Contractual Services		3,000.00	19,234.80	20,000.00	20,000.00	765.20	96.17%
001-541-430	Utilities		.00	764.56	6,500.00	6,500.00	5,735.44	11.76%
001-541-431	Street Lighting - Power		2,119.44	27,277.99	48,000.00	48,000.00	20,722.01	56.83%
001-541-450	Insurance		.00	7,115.92	10,230.00	10,230.00	3,114.08	69.56%
001-541-460	Repair & Maintenance		266.66	2,701.29	20,000.00	20,000.00	17,298.71	13.51%
001-541-462	Lakes Drain Repair/Maintenance		.00	3,966.00	7,800.00	7,800.00	3,834.00	50.85%
001-541-463	Stormwater		.00	.00	2,500.00	2,500.00	2,500.00	.00
001-541-490	Other Current Charges		.00	.00	2,500.00	2,500.00	2,500.00	.00
001-541-520	Operating Supplies		.00	2,019.56	2,500.00	2,500.00	480.44	80.78%
001-541-521	Uniforms & Clothing		.00	525.98	500.00	500.00	25.98	105.20%
001-541-523	Decorations And Flags		2,960.00	3,225.00	12,000.00	12,000.00	8,775.00	26.88%
001-541-530	Road Materials & Supplies		.00	5,012.00	12,500.00	12,500.00	7,488.00	40.10%
001-541-630	Infrastructure-Street Repair		72,480.00	80,724.00	160,428.93	160,428.93	79,704.93	50.32%
001-541-640	Vehicle, Equipment & Machinery		.00	.00	42,500.00	42,500.00	42,500.00	.00
Total ROAD & STREET FACILITIES:			80,826.10	179,960.02	408,411.48	408,411.48	228,451.46	44.06%
CEMETERY								
001-569-240	Workers Compensation		.00	133.22	352.00	352.00	218.78	37.85%
001-569-420	Postage & Freight		.00	1,118.24	125.00	125.00	993.24	894.59%
001-569-450	Insurance		.00	2,033.27	2,860.00	2,860.00	826.73	71.09%
001-569-460	Repair & Maintenance		.00	.00	2,500.00	2,500.00	2,500.00	.00
001-569-490	Other Current Charges		.00	.00	250.00	250.00	250.00	.00
001-569-494	Benevolence		.00	.00	500.00	500.00	500.00	.00
001-569-510	Office Supplies		.00	.00	100.00	100.00	100.00	.00
Total CEMETERY:			.00	3,284.73	6,687.00	6,687.00	3,402.27	49.12%
LIBRARY								
001-571-120	Regular Salaries & Wages		.00	34,873.66	83,100.00	83,100.00	48,226.34	41.97%
001-571-140	Overtime		.00	252.79	3,200.00	3,200.00	2,947.21	7.90%
001-571-210	FICA Matching		.00	2,807.92	6,601.95	6,601.95	3,794.03	42.53%
001-571-220	Retirement Plan		.00	4,787.76	10,960.10	10,960.10	6,172.34	43.68%
001-571-230	Health Insurance		268.80	1,994.16	5,000.00	5,000.00	3,005.84	39.88%
001-571-234	Short-Term Disability		.00	279.72	770.00	770.00	490.28	36.33%
001-571-240	Workers Compensation		.00	154.02	407.00	407.00	252.98	37.84%
001-571-340	Contractual Services		.00	4,329.70	19,000.00	19,000.00	14,670.30	22.79%
001-571-400	Travel		.00	.00	250.00	250.00	250.00	.00
001-571-410	Telephone		.00	.00	2,400.00	2,400.00	2,400.00	.00
001-571-411	Internet		50.00	651.00	2,500.00	2,500.00	1,849.00	26.04%
001-571-420	Postage & Freight		.00	.00	250.00	250.00	250.00	.00
001-571-430	Utilities		285.62	1,009.63	3,000.00	3,000.00	1,990.37	33.65%
001-571-450	Insurance		.00	6,718.02	9,020.00	9,020.00	2,301.98	74.48%
001-571-460	Repair & Maintenance		.00	81.00	2,000.00	2,000.00	1,919.00	4.05%
001-571-480	Promotional Activities		.00	.00	1,500.00	1,500.00	1,500.00	.00
001-571-490	Other Current Charges		.00	366.25	500.00	500.00	133.75	73.25%
001-571-510	Office Supplies		.00	152.47	3,500.00	3,500.00	3,347.53	4.36%
001-571-520	Operating Supplies		.00	1,249.69	3,500.00	3,500.00	2,250.31	35.71%
001-571-521	Uniforms & Clothing		.00	239.70	250.00	250.00	10.30	95.88%

Account Number	Account Title	Expanded Title	2025 April Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
001-571-540	Subscriptions, Membership		.00	59.86	500.00	500.00	440.14	11.97%
001-571-640	Vehicle, Equipment & Machinery		.00	.00	18,000.00	18,000.00	18,000.00	.00
001-571-660	Library Books & Material		.00	53.41	18,000.00	18,000.00	17,946.59	0.30%
Total LIBRARY:			604.42	60,060.76	194,209.05	194,209.05	134,148.29	30.93%
PARKS & RECREATION								
001-572-240	Workers Compensation		.00	1,097.46	2,900.00	2,900.00	1,802.54	37.84%
001-572-340	Contractual Services		2,270.00	18,277.10	18,000.00	18,000.00	277.10-	101.54%
001-572-345	Contract Mowing/Landscaping	Service	.00	23,642.00	82,000.00	82,000.00	58,358.00	28.83%
001-572-410	Telephone		.00	.00	250.00	250.00	250.00	.00
001-572-411	Internet		50.00	651.00	2,000.00	2,000.00	1,349.00	32.55%
001-572-430	Utilities		.00	3,564.34	6,200.00	6,200.00	2,635.66	57.49%
001-572-440	Rentals & Leases		.00	.00	250.00	250.00	250.00	.00
001-572-450	Insurance		.00	17,439.18	23,920.00	23,920.00	6,480.82	72.91%
001-572-460	Repair & Maintenance		.00	4,724.80	25,000.00	25,000.00	20,275.20	18.90%
001-572-470	Printing & Copying		.00	356.95	500.00	500.00	143.05	71.39%
001-572-490	Other Current Charges		.00	1,435.95	2,465.11	2,465.11	1,029.16	58.25%
001-572-520	Operating Supplies		.00	2,649.93	15,000.00	15,000.00	12,350.07	17.67%
001-572-524	Fuel		.00	525.76	1,000.00	1,000.00	474.24	52.58%
001-572-605	Capital Outlay-Benches, Tables	, Amenities	13,212.09	36,766.97	40,000.00	40,000.00	3,233.03	91.92%
001-572-606	Capital Projects-Stage & Gazebo		.00	.00	.00	.00	.00	.00
001-572-607	Capital -Dog Park Rehab		.00	.00	.00	.00	.00	.00
001-572-640	Machine & Equipment		.00	.00	6,000.00	6,000.00	6,000.00	.00
001-572-641	Capital - Play Ground Equip	(Code Fines)	.00	.00	150,000.00	150,000.00	150,000.00	.00
Total PARKS & RECREATION:			15,532.09	111,131.44	375,485.11	375,485.11	264,353.67	29.60%
SPECIAL EVENTS								
001-574-240	Workers Compensation		.00	249.76	660.00	660.00	410.24	37.84%
001-574-450	Insurance		.00	1,987.59	2,809.00	2,809.00	821.41	70.76%
001-574-481	Montverde Day		.00	59,435.36	88,500.00	88,500.00	29,064.64	67.16%
001-574-482	Light Up Montverde		.00	23,448.83	28,000.00	28,000.00	4,551.17	83.75%
001-574-483	Fall & Spring Concert Series		.00	6,800.00	7,500.00	7,500.00	700.00	90.67%
001-574-484	Easter Event		1,228.75	2,737.50	5,000.00	5,000.00	2,262.50	54.75%
001-574-485	Trunk or Treat		.00	4,121.32	5,200.00	5,200.00	1,078.68	79.26%
001-574-486	4th of July and Other Misc	Events	1,607.50	13,797.70	9,000.00	9,000.00	4,797.70-	153.31%
Total SPECIAL EVENTS:			2,836.25	112,578.06	146,669.00	146,669.00	34,090.94	76.76%
GENERAL FUND Expenditure Total:			168,613.49	1,663,222.71	2,827,134.01	2,827,134.01	1,163,911.30	58.83%
Net Total GENERAL FUND:			168,613.49-	1,663,222.71-	2,827,134.01-	2,827,134.01-	1,163,911.30-	58.83%

Account Number	Account Title	Expanded Title	2025 April Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
WATER								
WATER UTILITY SERVICES								
400-533-120	Regular Salaries & Wages		.00	111,531.42	286,000.00	286,000.00	174,468.58	39.00%
400-533-140	Overtime		.00	12,913.97	12,500.00	12,500.00	413.97-	103.31%
400-533-210	FICA Matching		.00	9,470.34	22,835.25	22,835.25	13,364.91	41.47%
400-533-220	Retirement Plan		.00	19,752.68	40,648.91	40,648.91	20,896.23	48.59%
400-533-230	Health Insurance		.00	20,352.28	43,560.00	43,560.00	23,207.72	46.72%
400-533-234	Short-Term Disability		.00	1,065.18	2,400.00	2,400.00	1,334.82	44.38%
400-533-240	Workers Compensation		.00	2,346.33	6,200.00	6,200.00	3,853.67	37.84%
400-533-310	Professional Services		.00	24,411.68	6,500.00	6,500.00	17,911.68-	375.56%
400-533-320	Accounting & Auditing		.00	.00	15,000.00	15,000.00	15,000.00	.00
400-533-340	Contractual Services		6,248.59	47,103.78	97,569.90	97,569.90	50,466.12	48.28%
400-533-350	Municode		.00	.00	2,500.00	2,500.00	2,500.00	.00
400-533-400	Travel		.00	.00	1,500.00	1,500.00	1,500.00	.00
400-533-410	Telephone		.00	1,875.51	4,500.00	4,500.00	2,624.49	41.68%
400-533-411	Internet		366.60	4,436.50	8,500.00	8,500.00	4,063.50	52.19%
400-533-420	Postage & Freight		.00	412.46	3,500.00	3,500.00	3,087.54	11.78%
400-533-430	Utilities		3,198.05	21,212.31	38,000.00	38,000.00	16,787.69	55.82%
400-533-440	Rentals & Leases		.00	87.18	3,000.00	3,000.00	2,912.82	2.91%
400-533-450	Insurance		.00	43,649.45	63,800.00	63,800.00	20,150.55	68.42%
400-533-460	Repair & Maintenance		1,466.68	24,610.18	45,000.00	45,000.00	20,389.82	54.69%
400-533-465	Repair & Replace (Retain)		.00	.00	.00	.00	.00	.00
400-533-470	Printing & Copying		.00	359.09	1,200.00	1,200.00	840.91	29.92%
400-533-490	Other Current Charges		130.00	484.73	2,500.00	2,500.00	2,015.27	19.38%
400-533-495	Bank Finance Charges		.00	7,117.30	10,000.00	10,000.00	2,882.70	71.1%
400-533-510	Office Supplies		.00	200.53	1,500.00	1,500.00	1,299.47	13.37%
400-533-513	TM Allowance		.00	1,259.83	3,960.00	3,960.00	2,700.17	31.81%
400-533-520	Operating Supplies		.00	6,810.66	22,000.00	22,000.00	15,189.34	30.96%
400-533-521	Uniforms & Clothing		.00	831.53	750.00	750.00	81.53-	110.87%
400-533-522	Small Tools & Equipment		.00	.00	5,000.00	5,000.00	5,000.00	.00
400-533-524	Fuel		.00	1,742.70	4,500.00	4,500.00	2,757.30	38.73%
400-533-540	Subscriptions, Membership		1,890.52	2,236.76	1,500.00	1,500.00	736.76-	149.12%
400-533-550	Seminars And Training		.00	5,622.87	2,279.94	2,279.94	3,342.93-	246.62%
400-533-577	Bulk Water		.00	8,665.34	50,396.00	50,396.00	41,730.66	17.19%
400-533-605	Irrigation Water		.00	8,265.00	100,000.00	100,000.00	91,735.00	8.27%
400-533-609	Water Meter Replacement		360.00	2,576.89	130,000.00	130,000.00	127,423.11	1.98%
Total WATER UTILITY SERVICES:			13,660.44	391,404.48	1,039,100.00	1,039,100.00	647,695.52	37.67%
WATER Expenditure Total:			13,660.44	391,404.48	1,039,100.00	1,039,100.00	647,695.52	37.67%
Net Total WATER:			13,660.44-	391,404.48-	1,039,100.00-	1,039,100.00-	647,695.52-	37.67%

Account Number	Account Title	Expanded Title	2025 April Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
SEWER-ENTERPRISE (WASTE WATER)								
SEWER UTILITY ENTERPRISE								
421-535-120	Regular Salaries & Wages		.00	15,809.56	34,058.00	34,058.00	18,248.44	46.42%
421-535-210	FICA Matching		.00	1,340.66	2,605.44	2,605.44	1,264.78	51.46%
421-535-220	Retirement Plan		.00	2,777.57	4,325.37	4,325.37	1,547.80	64.22%
421-535-230	Health Insurance		.00	3,036.32	11,154.00	11,154.00	8,117.68	27.22%
421-535-234	Short-Term Disability		.00	137.26	300.00	300.00	162.74	45.75%
421-535-239	Other Employer Contributions		.00	.00	100.00	100.00	100.00	.00
421-535-240	Workers Compensation		.00	158.19	418.00	418.00	259.81	37.84%
421-535-340	Contractual Services		.00	.00	2,069.20	2,069.20	2,069.20	.00
421-535-430	Utilities		.00	351.06	2,500.00	2,500.00	2,148.94	14.04%
421-535-460	Repair & Maintenance Res		.00	574.09	62,724.99	62,724.99	62,150.90	0.92%
421-535-470	Printing & Copying		.00	537.05	1,500.00	1,500.00	962.95	35.80%
421-535-513	TM Allowance		.00	180.05	1,320.00	1,320.00	1,139.95	13.64%
421-535-521	Uniforms & Clothing		.00	181.66	250.00	250.00	68.34	72.66%
421-535-576	Bulk Sewer Charges To Clermont		3,607.02	36,185.61	60,000.00	60,000.00	23,814.39	60.31%
Total SEWER UTILITY ENTERPRISE:			3,607.02	61,269.08	183,325.00	183,325.00	122,055.92	33.42%
SEWER-ENTERPRISE (WASTE WATER) Expenditure Total:			3,607.02	61,269.08	183,325.00	183,325.00	122,055.92	33.42%
Net Total SEWER-ENTERPRISE (WASTE WATER):			3,607.02-	61,269.08-	183,325.00-	183,325.00-	122,055.92-	33.42%

FEMA UPDATE

PUBLIC HEARING, ORDINANCES & RESOLUTIONS

RESOLUTION 2025-172

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 has experienced increased costs; and

WHEREAS, the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services has increased 2.95%; and

WHEREAS, the contract between the Town and Waste Management addresses CPI adjustments; and

WHEREAS, after considering various options, including but not limited to issuing a competitive bid, the Town Council finds it to be in the best interest of the Town residents and businesses to consent to an increase; 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:

The charge for residential solid waste service shall be set at \$27.39 per month plus Town administrative fee of \$2.00. The fee increase shall take effect on June 1, 2025.

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 June 1, 2025.

Yards	1 Dumpster	2 Dumpster	3 Dumpsters
2	\$ 86.08	\$172.16	\$258.25
4	\$123.29	\$246.54	\$368.60
6	\$159.24	\$319.73	\$478.99
8	\$196.45	\$392.88	\$589.34

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 _____, 2025.

Mayor Joe Wynkoop

Attest

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

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

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



January 21, 2025

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

Re: Rate Adjustment Request

Dear Mayor Wynkoop,

In accordance with Section 10.2 Adjustments to Rates, paragraph (a) Changes in Collection Price of the Solid Waste Franchise Agreement, Waste Pro of Florida, Inc. respectfully requests a rate adjustment in the amount of 2.95%. This rate adjustment is based upon published indices by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, all items, US City average, Series ID: CUUS0000SA0.

CPI: 1.0295
Eff Date: 6/1/2025
Resi \$27.39

COMMERCIAL

	1	2	3
2	\$86.08	\$172.16	\$258.25
4	\$123.29	\$246.54	\$368.60
6	\$159.24	\$319.73	\$478.99
8	\$196.45	\$392.88	\$589.34

Please allow this correspondence to serve as Waste Pro's notice of request for a CPI increase with an effective date of June 01, 2025.

Regards,

Michael Conley
Division Manager
Waste Pro of Florida, Inc.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT by and between the **TOWN OF MONTVERDE**, a Florida municipal corporation (hereinafter referred to as "TOWN"), and **WASTE PRO OF FLORIDA, INC.**, (hereinafter referred to as "Contractor") is hereby entered into and effective as of June 1, 2022.

WHEREAS, the Town and the Contractor are parties to the Solid Waste Franchise Agreement dated June 10, 2014 (the "Agreement"); and

WHEREAS, the Town and the Contractor agreed on a fee increase effective June 1, 2022 for residential solid waste service and commercial solid waste service and further agreed to amend the Agreement to allow the Town to terminate the Agreement with 120-day notice to the Contractor; and

WHEREAS, the Town Council approved of the terms of this amendment at a duly noticed public Town Council meeting and authorized the Town Manager to execute this amendment.


NOW THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions herein contained, it is expressly stipulated, understood, agreed and covenanted by and between the parties hereto as follows:

1. Either party to the Agreement may terminate the Agreement at any time by providing no less than 120 days written notice to the other party.

Except to the extent modified herein, all other terms and conditions of the Agreement remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed or have hereunto set their hands and seals to be effective the day year first above written.

TOWN OF MONTVERDE

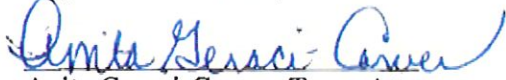

BY: Paul Larino, Town Manager

Attest to:


Sandy Johnson, Town Clerk

12-14-22
Date:

Approved as to form,


Anita Geraci-Carver, Town Attorney

WASTE PRO OF FLORIDA, INC.,


(Signature)

By: Erik Sankey

Title: Regional Vice President

Dated: 12-14-22

SOLID WASTE FRANCHISE AGREEMENT

This Agreement made and entered into on this the 10th day of June 2014, by and between the Town of Montverde, hereinafter referred to as "Town", and Waste Pro of Florida, Inc., hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Town is desirous of securing the services of the Contractor to operate a waste hauling service for the Town; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the Town;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. - COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than June 1st, 2014.

Section 2 - TERM

The term of the Agreement shall be for a period beginning June 1, 2014 and terminating May 30, 2019. This Agreement shall be automatically renewed for consecutive five-year periods unless a party provides notice of intent not to renew at least 120 days prior to the end of the initial term or any renewal term.

Section 3 - DEFINITION OF TERM

3.1 **Biohazardous Waste.** Shall mean any solid waste or liquid waste, which is defined as Biohazardous pursuant to Chapter 17-7, F.A.C.

3.2 **Bulk Waste.** Stoves, refrigerators, water tanks, washing machines, furniture, and other waste materials other than Construction and Demolition Debris or Hazardous Waste with weights or volumes greater than those allowed for Garbage Receptacles.

3.3 **Commercial Service.** Shall herein refer to the service provided to business establishments, Town owned property, churches, schools, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.4 **Commercial Trash.** Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.5 Construction and Demolition Debris. Shall mean materials defined as such from time to time by the Department and Chapter 17-7, F.A.C.

3.6 Agreement. Shall mean this Agreement and the attached Exhibits.

3.7 Contractor. Shall mean Waste Pro of Florida, Inc.

3.8 Department. Shall mean the Florida Department of Environmental Regulation.

3.9 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor for disposal of refuse.

3.10 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water, may serve a breeding place for mosquitoes and other insects.

3.11 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the Town and Contractor.

3.12 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches.

3.13 Hazardous Waste. Shall mean any solid waste, (even though it may be part of a delivered load of waste) which:

(a) Is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq. as amended and the regulations promulgated there under; or

(b) Contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated there under; or

(c) Contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated there under or as defined under Florida Administrative Code Section 17-7.020(24) and regulations promulgated there under; or

(d) Contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.14 Household Trash. Shall herein refer to accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household

Trash.

3.15 Landfill. Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.16 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.17 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which is serviced by mechanical Container(s).

3.18 Town. Shall mean Town of Montverde.

3.19 Recyclable Materials. Shall mean any newspaper and steel, plastic and aluminum containers and other commercially viable recyclables as designated by Contractor that are generated within the Service Area.

3.20 Refuse. Shall mean Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Garden and Yard Trash. Hazardous Waste, Biohazardous Waste, Special Waste and Recycled Material are excluded.

3.21 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving commercial service.

3.22 Service Area. Shall mean the Town.

3.23 Special Waste. Includes large accumulations of Refuse or Bulky Waste not accumulated within the normal scope of household or business activities.

3.24 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.

Section 4 - GRANT OF RIGHT; GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide Refuse collection services within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection services in the Service Area in accordance with the terms hereof. In furtherance of such grant, Town shall take any and all actions, which may be necessary or desirable to enforce the grant of such, exclusive right to Contractor.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that has not been placed in a receptacle, as provided herein.

Section 5 - RESIDENTIAL COLLECTION SERVICE

5.1 Duties. Contractor shall collect and dispose of all refuse from single-family homes, Multiple Dwelling Units and mobile homes in the Service Area.

5.2 Frequency of Collection. Contractor shall collect Refuse from places of residence within the Service Area twice per week for Garbage, once per week for Recyclable Materials and once per week for Garden and once per week Yard Trash. Garden and Yard Trash shall be comingled with Garbage and picked-up on same day as one of the regularly scheduled garbage collection day.

5.3 Point of Pickup Collection of residential Refuse shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle. Those residents that qualify as disabled shall receive rear door service for garbage at no additional cost.

5.4 Method of Set Out Garbage shall be placed in the Garbage Receptacle preferably in plastic bags within the Garbage Receptacle. Recyclable Materials shall be placed in a suitable plastic container from 14 to 18 gallons in size. Loose Garden and Yard Trash shall be containerized in a 32-gallon trash can, comingled with garbage in 96-gallon container on scheduled yard waste collection day, or suitable plastic bags. Shrubs, branches, limbs, and palm fronds should not exceed four (4) feet in length and be bundled and tied. No single item, can, bag or bundle should exceed fifty (50) pounds in weight, other than 96-gallon container.

5.5 Hours of Collection Garbage shall not be collected between the hours of 7:30 pm and 6 am.

Section 6 - COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service.

6.2 Frequency of Collection. Commercial waste may be collected at any time and will be available up to three times per week to prevent containers from becoming overloaded.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables, Garden and Yard Trash, White Goods are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

6.6 Existing Service Agreements. The Contractor will abide by Florida Statute 403.70605 Section I as it relates to the displacement of any existing commercial Service Agreements between Commercial Customers and any other commercial refuse collection provider.

Section 7 - SCHEDULES AND ROUTES

7.1 Schedules. Contractor shall provide Town with schedules for all residential collection routes, indicating type of service and service day. Contractor may adjust routes to maintain maximum efficiency and shall provide Town with updated route information 30 days prior to permanent route changes. Yard waste shall be scheduled to be collected on one of the regularly scheduled Garbage collections days and comingled with the Garbage to realize maximum routing efficiency.

7.2 Holidays. Contractor will not provide service on the following holidays: New Years Day, Fourth of July, Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse on the next regularly scheduled collection day for the subject route.

Section 8 - SPECIAL WASTE COLLECTION

Contractor may offer Special Waste collection and disposal services to customers in the Service Area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste. If the Contractor and the customer cannot agree to terms for Special Waste collection, the final decision, as to the rate, shall be determined by the Town Mayor or representative.

Section 9 - CONTRACTORS OFFICE

The Contractor shall provide at his expense, a local or toll free phone number where complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after receipt and Complainant and Town shall have the right to review Contractor's records regarding the receipt and handling of complaints.

Section 10 - Payment and Billing

10.1 Billing. Contractor shall bill the Town for services provided during the previous month and Town shall pay Contractor within Fifteen (15) days of receipt of such invoice. The rates for such service shall be initially as set forth in Exhibit A., attached hereto and incorporated herein.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward each June to reflect changes in the cost of doing business measured by fluctuations in the consumer price index (CPI) for all urban consumer items as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on each June of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined in the following mathematical formula.

$$\text{New Rate} = \frac{[\text{CPI2 (Annual 2013)} - \text{CPI1 (Annual 2012)}] + 1 \text{ Current Rate}}{\text{CPI1 (Annual 2012)}}$$

CPI1 The published annual CPI for the prior preceding year.

CPI2 The published annual CPI for the preceding year in which the rate is being adjusted.

If CPI1 and CPI2 are not expressed in relation to the same base period or if the material change is made the method of establishing CPI, the Town and the Contractor shall make an appropriate statistical adjustment or conversion. If the CPI is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.

(b.) Changes in Disposal Costs. It is recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal or the generation rate of residential solid waste collected pursuant to this Agreement will change. In the event of such change in the Disposal Cost (including any fees, taxes or other charges or adjustments), the collection rates shall be increased in such amount as will compensate Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost or generation rate shall be cause for a like dollar decrease in the collection rates. 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 lbs per cubic yard. The changes must be approved by the Town to become effective. If the Town and the Contractor cannot agree upon the change the Contractor has the right to be released, with no penalty, forfeiture of Performance Bond in part or whole, or any costs, from all of the requirements of this Solid Waste Franchise Agreement by giving a one hundred and twenty (120) day notice to the Town of the Contractor's intent to terminate the Solid Waste Franchise Agreement.

(c.) Change in Disposal Site. Should a change of disposal sites become necessary due to circumstances beyond the Contractors control, Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide Town with supporting documentation for such adjustment and Town shall respond to such claim within 30 days of receipt of it. The changes must be approved by the Town to become effective. If the Town and the Contractor cannot agree upon the change the Contractor has the right to be released, with no penalty, forfeiture of Performance Bond in part or whole, or any costs, from all of the requirements of this Solid Waste Franchise Agreement by giving a one hundred and twenty (120) day notice to the Town of the Contractor's intent to terminate the Solid Waste Franchise Agreement.

(d.) Change in Law. The compensation shall be increased to offset the increased costs of Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to

(e.) The changes must be approved by the Town to become effective. If the Town and the Contractor cannot agree upon the change the Contractor has the right to be released, with no penalty, forfeiture of Performance Bond in part or whole, or any costs, from all of the requirements of this Solid Waste Franchise Agreement by giving a one hundred and twenty (120) day notice to the Town of the Contractor's intent to terminate the Solid Waste Franchise Agreement.

Section 11 - PRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12 - DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies.

Section 13 - PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect

Section 14 - INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide Town with a certificate of insurance evidencing the required coverage and naming the Town as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to Town. Contractor shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$100,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have Town as additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations

Independent contractors

Products and/or completed operations.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles

Hired and non-owned vehicles

Employer's non-ownership

14.5 Contractor shall provide Town with an annually renewable performance bond in the amount of Fifty Thousand Dollars (\$50,000) for the faithful performance of this Agreement.

Section 15 - BOOKS AND RECORDS

Town shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services

hereunder. Town shall maintain such records in a confidential manner to the extent permitted by law.

Section 16 - NOTICES

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

Section 17 - SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 18 - ADDITIONAL SERVICES

During the Initial Term and Renewal Term, if exercised, the Town reserves the right, but not the obligation to negotiate at any time with the Contractor without completing the competitive bidding process for services, materials, products, and/or items similar in nature to those specified within this Contract

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

ATTEST:

BY: Mam Gillis

TOWN:

By: [Signature]

Title: Mayor

ATTEST:

By: [Signature]

WASTE PRO OF FLORIDA, INC.

By: [Signature]

Title: P.R.

Exhibit A
Residential Rates

Residential Service

(Twice per week Garbage service and once per week Garden and Yard Trash service including a 96 gallon cart or smaller cart if needed for certain individual needs)

Residential Recycling Service

(Once per week. This rate is based upon Residential Recycling being a universal service and billed to all residences)

Total Residential Rate

\$16.14 per unit per month

Commercial Service

Size	Frequency /Week		
	1	2	3
2	\$62.10	\$124.20	\$186.30
4	\$87.30	\$174.60	\$261.00
6	\$111.60	\$224.10	\$335.70
8	\$136.80	\$273.60	\$410.40

[REDACTED]

[REDACTED]

EXHIBIT B

1. GENERAL SPECIFICATIONS

1.1 **SCOPE:** The Town of Montverde desires to secure the services of garbage and trash pickup in the Town of Montverde.

1.2 **EFFECTIVENESS AND DURATION:** The term of the Agreement shall be for a period beginning June 1, 2014 and terminating May 30, 2019..Town may cancel this agreement by giving at least 45 days' prior notice in writing. Contractor may cancel this agreement if Town fails to perform according to the contract. Contractor shall notify Town of the deficiency. The Town will then have 45 days from the notice of deficiency to correct the deficiency. If the Town fails to correct the deficiency then the contract may be cancelled by the Contractor. However, the Contractor will not be authorized to exercise this cancellation option during the first 90 days of the agreement.

1.3 **AVAILABILITY OF FUNDS:** The contractual obligations of the Town under this agreement are contingent upon the availability of appropriate funds.

1.4 **COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC:** Contractor must comply with all applicable federal, state, and local laws guidelines, regulation, etc. This includes, but is not necessarily limited to, DOT, OSHA, EPA, and DEP.

1.5 **INVOICING AND PAYMENT:** Payment will be accomplished by submission of invoice, in duplicate. Invoices are to be mailed to the attention of the Town Clerk. Payment terms are 30 days upon delivery and acceptance.

2. INSURANCE REQUIREMENTS SPECIFICATIONS

2.1 REQUIRED COVERAGES AND LIMITS:

2.1.1 **Workers Compensation: Statutory.** The Certificate of Exemption to be Exempt from the Florida Workers' Compensation Law pertains exclusively to those corporate officers identified by the certificates, therefore, the Town will not accept certificates of Exemption as proof of insurance. The certificate of exemption also states that the corporate officer electing exemption, "certify that any employee of the business named above (on the certificate) is covered by workers' compensation insurance". Further, pursuant to Chapter 440.10 (1) (a), (b) and (c), contractors who sublet any contract work to subcontractors "shall be liable for, and shall secure, the payment of compensation to all such employees, except to employees of a subcontractor who has secured such payment".

Before the Town can issue a purchase order and authorize Contractor to proceed, Contractor must provide proof of insurance for any subcontractor, either by submitting a certificate of insurance of Contractor as the insured for workers' compensation statutory limits coverage, or individual certificates of insurance from each subcontractor. Certificates of exemption for these subcontractors will not be accepted in lieu of proof of coverage.

2.1.2 **Comprehensive General Liability: \$1,000,000.00**

2.1.3 **Comprehensive Auto Liability: \$1,000,000.00**

2.1.4 Owners & Contractors Protective: \$1,000,000.00

2.1.5 Professional Liability: \$1,000,000.00

2.1.6 Excess Liability: \$1,000,000.00

All limits are per occurrence and must include Bodily Injury and Property Damage. An insurance carrier must issue all policies with a financial stability that is acceptable to the Town Clerk. All policies are to be considered primary to Town coverage and shall not contain co-insurance provisions.

Policies other than Workers' Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintains a Rating of "A" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

2.2 EXCEPTIONS: Any exceptions to the insurance requirements and limits must be noted as instructed herein.

2.3 TOWN AS ADDITIONAL INSURED: The appropriate policies are to be endorsed to include the Town of Montverde as additional Insured.

2.4 CONCANCELLATION CLAUSE: In the cancellation clause of the Certificate of Insurance the words "ENDEAVOR TO" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE" shall be excluded and the number "30" inserted in the blank space provided before the words "days prior notice...".

2.5 CERTIFICATE OF INSURANCE: Contract shall provide within ten (10) days after execution of contract, to the Town Clerk, a Certificate of Insurance demonstrating that the successful bidder is carrying sufficient insurance at the established limits below.

The Town's Town Clerk shall review certificate of insurance, for determination of adequate coverage. Services will not be ordered or officially commenced until the Certificate has been received and approved by the Town Clerk.

2.6 REVIEW AND APPROVAL BY TOWN'S MAYOR: The Town's Mayor or designee shall review certificate of Insurance, for determination of adequate coverage.

2.7 INDEMINIFICATION: The Contractor shall indemnify and save the Town harmless from and against all liability claims for damages, and suites for injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided for in this agreement. The Contractor shall indemnify and hold the Town harmless to include all charges, expenses and costs, including attorney's fees, incurred by the Town on account of or by reason of such injuries, damages, liability, claims, suites or losses on damages growing out of same.

3. TECHNICAL SPECIFICATIONS

3.1. WASTE MANAGEMENT SERVICES: The Contractor shall provide Refuse collection services within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection services in the Service Area in accordance with the terms hereof. In furtherance of such grant, Town shall take any and all actions, which may be necessary or desirable to enforce the grant of such, exclusive right to Contractor.

3.1.2 Description of Work Residential: Provide twice a week garbage pickup and once a week yard waste pickup. Company will provide receptacles for collection of garbage. Once per week yard waste shall be commingled with garbage. Receptacles will be provided in sizes which are smaller if requested by senior citizens. Back door service shall be provided to disabled persons within the Town. A person shall be considered disabled if they meet the definition as provided in the American Disabilities Act and are so designated by the Town as meeting said definition. Back door service means that the garbage will be picked up from the front or back door rather than from the curb. Once in November and once in May a large item spring cleanup will be offered where oversized items and other items normally not allowed for regular pickup will be picked up.

3.1.3 Description of Work Commercial: Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use. Commercial waste may be collected up to three times per week to prevent containers from becoming overloaded. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

3.1.4 Description of Public Waste Collection: All public dumpsters and waste receptacles shall be emptied as needed. The Mayor of the Town of Montverde, shall be responsible for defining if said dumpsters and receptacles are being emptied in a timely manner.

3.2 PAYMENT FOR SERVICES: The Contractor shall submit a bill for any charges costs of fees related to trash or garbage pickup in the Town to Town Clerk by the tenth of each month. The Town will submit payment for said services within twenty days of receipt of said bill or within the time as enumerated in the contract related to these services.

