



**MONTVERDE TOWN COUNCIL
REGULAR MEETING AGENDA
MARCH 11, 2025, 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
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
Sandra Johnson, Town Clerk
Caroline Trepanier, Administrative Assistant
Mai Yang, Finance Director

DISCLAIMER

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

CALL TO ORDER AND OPENING CEREMONIES

- Pledge of Allegiance
- Invocation
- Roll Call

I. PRESENTATION & ADMINISTRATIVE MATTERS

- A. Approval of Vision Committee & Public Safety Members

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. FEBRUARY FINANCE REPORT

Beginning Bank Balance	\$ 6,449,404.70
Revenues	\$ 728,590.55
Expenditures	\$ 566,029.48
Ending Balance	\$ 6,611,965.77
Pending Liabilities	\$ 113,257.37
Available Cash	\$ 6,498,708.40

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 February 11, 2025.
- B. Minutes of the Town Council Special Meeting held February 25, 2025.

VI. DISCUSSION AND ACTION ITEM

- A. Truskett Park Storm Water Project Review
- B. Montverde's PUD Zoning

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. RESOLUTION NO. 2023-87** A Resolution of the Town Council of the Town Of Montverde, Florida, Granting a Conditional Use Permit In a R-1I Single-Family Low Density Zoning District in The Town of Montverde to permit an outdoor storage business for Boats, RVs, and Trailers on the herein described property generally located at Fosgate Road and Ridgewood Avenue, Montverde, Florida, owned by Parque Verde, LLC; providing for conditions; providing for an expiration date; and providing for an effective date. (Tabled 2-11-2025).
- B. ORDINANCE NO. 2024-44** An Ordinance of The Town Council of The Town Of Montverde, Florida, to Change The Zoning From Lake County Agriculture To Town Of Montverde Single-Family Residential PUD for the herein described property owned by Montverde Landco, LLC and located North of Osgood Road, West Of Lake Apopka and partially East Of Kirk Island Rd; Directing The Town Manager to Amend The Zoning Map as herein provided after the passage of this Ordinance; Approving Variances From Town Code With Conditions; Providing For Severability; Repealing All Ordinances In Conflict Herewith; Providing For Scrivener's Errors, And Providing For An Effective Date. (Second Reading)
- C. RESOLUTION NO. 2025-164** A Resolution of the Town Council of The Town of Montverde, Florida, Approving the Water Conservation Plan for Water Use Permit #2671-6 inclusive of conservation programming content prepared by Woodard & Curran dated July 2024; Authorizing minor modifications of the plan, if required by FDEP; Providing direction to the Town Manager; Providing for conflicts and severability; providing an effective date.
- D. RESOLUTION NO. 2025-165** A Resolution of The Town Council of The Town of Montverde, Florida, Approving the Federally Funded Subaward and Grant Agreement for Hurricane Milton DR 4673, Agreement Number Z4863 between The Town of Montverde and FEMA through The Florida Division of Emergency Management to provide funding for Disaster Recovery from Hurricane Milton; Authorizing The Town Manager to execute the Agreement and Attachments Thereto; Providing for an effective date.

VIII. REMINDERS AND ADJOURNMENT

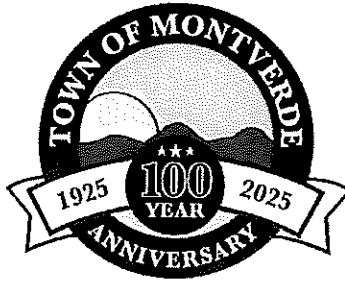
- A.** Any further business from Town Manager or Councilmembers
- B.** Motion to Adjourn

The Town Council reserves the right to move any Agenda item to an earlier time during the meeting as its schedule permits, except 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.

PRESENTATION & ADMINISTRATIVE MATTERS



STAFF REPORT

TO: Honorable Mayor and Town Council
FROM: Paul Larino
DATE: 03/05/2024
SUBJECT: Committee Members

REQUESTED ACTION / RECOMMENDATION:

Approval of the attached members to serve on the public safety and vision committees.

BACKGROUND INFORMATION:

Each member was contacted and wishes to serve on the committees.

FISCAL IMPACTS:

None

Lance	Lance	Public Safety Committee
Bill	Broeker	Public Safety Committee
Mark	Weinstein	Public Safety Committee
Roy	Patterson	Public Safety Committee
Perry	Woodruff	Public Safety Committee
Jim	Ley	Public Safety Committee

Claudia	Wynkoop	Visioning Committee
Marlines	Clark	Visioning Committee
Bob	Tomlinson	Visioning Committee
Cynthia	Ajemian	Visioning Committee
Jane	Tomlinson	Visioning Committee
Tina	Aldrich	Visioning Committee
Johanna	Martin	Visioning Committee
Connie	Seybert	Visioning Committee
Kalena	Meyers	Visioning Committee

CITIZENS QUESTIONS/COMMENTS

DEPARTMENT & COMMITTEE REPORTS

GRANT UPDATE

Grant Reimbursement Tracking

Grant ID	Name of Grant	\$ Grant Award Amount	Remaining Grant Monies	\$ Paid to Contractors, Pending Reimbursement Request	\$ Submitted, Pending Reimbursement Request	\$ Amount Reimbursed and Received
	Federal ARPA Library Project	\$ 853,956.00	\$ -	\$ -		\$ 853,956.00
	Lake County IGA Impact Grant - Library	\$ 1,000,000.00	\$ (199,452.53)	\$ 273,494.07	\$ 422,798.60	\$ 104,254.80
FRP 102	DEP Stormwater/ Clean Water	\$ 1,800,000.00	\$ (1,615,244.40)	\$ 184,755.60		
	Lake County Water Authority - Storm	\$ 200,000.00	\$ (179,471.60)	\$ 20,528.40		
LPA-0589	DEP Legislative Appropriations - Storm	\$ 375,000.00	\$ (375,000.00)			
24PLN39	Vulnerability Assessment	\$ 140,000.00	\$ 7,500.00		\$ 112,500.00	\$ 35,000.00
	Lake County Water Authority	\$ 80,000.00	\$ (80,000.00)			
	Lake County Parks	\$ 100,000.00	\$ (100,000.00)			
FRP 102	DEP Storm Water	\$ 300,000.00	\$ (300,000.00)			
DW35130	SRF Loan	\$ 163,125.00	\$ -			\$ 163,125.00
DW35134	SAHFI Loan	\$ 12,970,000.00	\$ (12,865,287.00)	\$ 104,713.00		
LS351320	Lead Service Lines	\$ 192,000.00	\$ (51,000.00)		\$ 141,000.00	
WG058	DEP Grant Sewer	\$ 4,000,000.00	\$ (3,498,698.31)		\$ 501,301.69	
	Lake County Federal ARPA Funds Sewer	\$ 5,000,000.00	\$ (1,646,516.58)			\$ 3,353,483.42
CW35133	SAHFI Loan Storm Water	\$ 19,823,318.00	\$ (19,823,318.00)			
3/5/2025						

FEBRUARY FINANCE REPORT



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

**Date of Report: March 05, 2025
Report Beginning Period: February 01, 2025
Report Ending Period: February 28, 2025**

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

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Cash Summary

Available Bank Cash - Fund Account:	\$6,498,708.40
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Fund Cash:

Restricted Funds:	\$4,195,826.28
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Unrestricted Funds:	\$2,302,882.12
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<u>Total Cash:</u>	\$6,498,708.40
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TOWN OF MONTVERDE
FINANCE CASH REPORT AS OF: FY February 2025 - February 2025

Book and Cash Account

Operating Cash Account 1 and 2:

Beginning Bank Balance	\$6,449,404.70
Revenues	\$728,590.55
Expenditures	\$566,029.48
Ending Bank Balance	\$6,611,965.77
 Pending/Outstanding Liabilities	 \$113,257.37
Available Cash	\$6,498,708.40

Total Cash Account: \$6,498,708.40

Restricted Funds:

Parks & Recreation Impact Fee Fund	-\$223,104.00
Fire Protection Impact Fee Fund	\$0.00
Road & Street Impact Fee Fund	-\$20,610.46
Administrative Impact Fee Fund	\$453,046.49
Water Impact Fee Fund	\$635,971.25

Water Deposit	\$178,954.15
Water Cash	\$1,560,447.56

ARPA	\$0.00
Remaining County ARPA	\$1,407,840.81
Capital Projects Appropriations	\$151,000.00
One Half Cent Sales Tax (Transportation Fee)	\$42,208.48
Police	\$6,436.00
Historical	\$3,636.00

Restricted Funds Total: \$4,195,826.28

Available Unrestricted Funds for General Account: \$2,302,882.12

Budget to Actual Summary

Total Reporting Months in this Report:	5 OF 12
Percentage of the Budget Year:	41.7%

Revenues – General Fund

General Revenue Budgeted:	\$2,827,134.01
General Revenue Budget Received YTD:	\$1,595,625.67
Percentage of Budget Received:	56.44%
Remaining Revenue to be Received in FY 2025:	\$1,231,508.34

Expenditures – General Fund

General Fund Expenditures Budgeted:	\$2,827,134.01
General Fund Expenditures Expended YTD:	\$1,132,228.35
Percentage of Budget Expended:	40.05%
Remaining General Fund Budgeted to Expend:	\$1,694,905.66

Revenues – Water Fund

Water Revenue Budgeted:	\$1,039,100.00
Water Revenue Budget Received YTD:	\$448,349.45
Percentage of Budget Received:	43.15%
Remaining Revenue to be Received in FY 2025:	\$590,750.55

Budget to Actual Summary

Expenditures – Water Fund

Water Fund Expenditures Budgeted:	\$1,039,100.00
Water Fund Expenditures Expended YTD:	\$276,947.65
Percentage of Budget Expended:	26.65%
Remaining Water Fund Budgeted to Expend:	\$762,152.35

Revenues – Sewer Fund

Sewer Revenue Budgeted:	\$183,325.00
Sewer Revenue Budget Received YTD:	\$72,699.38
Percentage of Budget Received:	39.66%
Remaining Revenue to be Received in FY 2025:	\$110,625.62

Expenditures – Sewer Fund

Sewer Fund Expenditures Budgeted:	\$183,325.00
Sewer Fund Expenditures Expended YTD:	\$46,421.08
Percentage of Budget Expended:	25.32%
Remaining Water Fund Budgeted to Expend:	\$136,903.92

Budget to Actual Summary

Revenues – Capital Fund

Capital Revenue Budgeted:	\$44,077,214.36
Capital Revenue Budget Received YTD:	\$471,119.61
Percentage of Budget Received:	1.07%
Remaining Revenue to be Received in FY 2025:	\$43,606,094.75

Expenditures – Capital Fund

Capital Fund Expenditures Budgeted:	\$44,077,214.36
Capital Fund Expenditures Expended YTD:	\$1,137,443.83
Percentage of Budget Expended:	2.58%
Remaining Capital Fund Budgeted to Expend:	\$42,939,770.53

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
GENERAL FUND						
001-311100	Ad Valorem Taxes	11,724.48	528,430.30	600,164.00	71,733.70	88.05%
001-311200	Delinquent Ad Valorem Taxes	.00	.00	10.00	10.00	.00
001-312410	Local Option Gas Tax	6,095.76	23,431.92	75,000.00	51,568.08	31.24%
001-312600	Discretionary Tax	28,057.76	80,258.31	190,000.00	109,741.69	42.24%
001-314100	Electric Service Tax	9,097.68	35,874.89	92,000.00	56,125.11	38.89%
001-314400	Natural Gas Service Tax	507.55	1,643.92	4,600.00	2,353.83	48.83%
001-315100	Communications Service Tax	6,547.27	28,235.98	66,000.01	37,764.03	42.78%
001-316100	Prof. & Occup. License Tax	.00	.00	50.00	50.00	.00
001-323100	Electricity Franchise	13,628.88	62,921.54	150,000.00	87,078.46	41.95%
001-323400	Gas Franchise	676.20	2,046.29	4,200.00	1,243.67	70.39%
001-329504	Permit Fire Reivew Fee	.00	.00	1,000.00	1,000.00	.00
001-329505	Reinspection Fees	525.00	2,925.00	20,000.00	17,075.00	14.63%
001-329506	Plan Review	17,693.15	79,787.11	150,000.00	68,575.26	54.28%
001-329507	Building Permit Fees	45,622.67	216,557.71	375,000.00	163,565.67	59.05%
001-329508	Administrative Fee	16,839.32	80,524.03	125,000.00	42,622.40	65.90%
001-329509	State Permit Surcharge	1,531.76	7,585.45	13,000.00	5,251.69	59.60%
001-329510	Zoning/Permit Appl Fees	2,120.00	10,151.13	20,000.00	9,723.87	51.38%
001-329515	Row Utilization Fees	.00	500.00	1,500.00	1,000.00	33.33%
001-335150	Alcoholic Beverage License	223.74	223.74	500.00	276.26	44.75%
001-335180	1/2 Cent Sales Tax	11,280.60	42,208.48	130,000.00	87,791.52	32.47%
001-335190	State Revenue Sharing	5,071.92	20,791.66	65,000.00	44,208.34	31.99%
001-337700	Grants & Donations	.00	.00	500.00	500.00	.00
001-338000	Library Interlocal w/ Lake Co	3,261.44	19,568.64	35,000.00	15,431.36	55.91%
001-338100	One Cent Gas Tax - Lake Co.	646.60	2,591.94	6,500.00	3,908.06	39.88%
001-341210	Notary, Copy, Fax Fees	66.52	7,365.02	250.00	7,115.02	2946.01%
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	100.00	425.00	1,500.00	1,075.00	28.33%
001-343400	Garbage Service Charges	27,971.81	109,824.77	295,000.00	185,175.23	37.23%
001-343410	Garbage Late Fee	447.94	977.68	1,200.00	222.32	81.47%
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	554.12	1,426.11	3,800.00	2,373.89	37.53%
001-352100	Library Fines	63.00	149.10	150.00	.90	99.40%
001-354200	Code Compliance Fines	50.00	1,550.00	15,000.00	13,450.00	10.33%
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	2,632.89	77,452.71	16,000.00	61,452.71	484.08%
001-362100	17406 7Th Street Rental	.00	.00	14,000.00	14,000.00	.00
001-362260	Rental Income - Cell Tower	43,758.41	43,758.41	41,000.00	2,758.41	106.73%
001-362300	Post Office Rental Revenue	1,663.75	6,655.00	18,100.00	9,781.25	45.96%
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 Cemetery	25.00	25.00	50.00	25.00	50.00%
001-369900	Other Revenues	57.58	440.29	40,000.00	39,559.71	1.10%
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:		258,542.78	1,595,625.67	2,827,134.01	1,219,676.62	56.86%
GENERAL FUND Revenue Total:		258,542.78	1,595,625.67	2,827,134.01	1,219,676.62	56.86%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
Net Total GENERAL FUND:		258,542.78	1,595,625.67	2,827,134.01	1,219,676.62	56.86%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
PARKS & REC IMPACT FEE FUND						
140-347200	Impact Fee Revenue	3,551.56	28,412.48	65,000.00	35,699.63	45.08%
140-347201	Fund Balance Forward	.00	.00	92,000.00	92,000.00	.00
Total Revenue:		3,551.56	28,412.48	157,000.00	127,699.63	18.66%
PARKS & REC IMPACT FEE FUND Revenue Total:		3,551.56	28,412.48	157,000.00	127,699.63	18.66%
Net Total PARKS & REC IMPACT FEE FUND:		3,551.56	28,412.48	157,000.00	127,699.63	18.66%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
ROAD & STREET IMPACT FEE FUND						
160-324218	Road & Streets Impact Fees	3,193.96	27,238.06	75,000.00	46,963.45	37.38%
160-324219	Road & Streets Impact Fees	.00	.00	50,000.00	50,000.00	.00
Total Revenue:		3,193.96	27,238.06	125,000.00	96,963.45	22.43%
ROAD & STREET IMPACT FEE FUND Revenue Total:						
		3,193.96	27,238.06	125,000.00	96,963.45	22.43%
Net Total ROAD & STREET IMPACT FEE FUND:		3,193.96	27,238.06	125,000.00	96,963.45	22.43%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
ADMINISTRATIVE IMPACT FEE FUND						
170-324250	Admin Impact Fee - Library	16,759.04	77,392.39	50,000.00	29,256.01-	158.51%
170-324251	Admin Impact Fee Library C Fwd	.00	.00	240,000.00	240,000.00	.00
Total Revenue:		16,759.04	77,392.39	290,000.00	210,743.99	27.33%
ADMINISTRATIVE IMPACT FEE FUND Revenue Total:		16,759.04	77,392.39	290,000.00	210,743.99	27.33%
Net Total ADMINISTRATIVE IMPACT FEE FUND:		16,759.04	77,392.39	290,000.00	210,743.99	27.33%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year 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	2025 February Actual	YTD Actual	2024-25 Current year 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	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
WATER						
400-343300	Water Service Chrgs - Potable	26,497.82	168,976.80	565,000.00	396,023.20	29.91%
400-343301	Bulk Water Sales	17,454.00	17,454.00	4,500.00	12,954.00-	387.87%
400-343310	Irrigation Water Service Chrgs	28,445.94	98,592.04	175,000.00	76,407.96	56.34%
400-343330	Administrative Fee	1,550.10	8,060.75	15,000.00	6,729.25	55.14%
400-343331	Water Meter Install Charges	16,800.00	136,500.00	175,000.00	34,300.00	80.40%
400-343390	Water Late Fees	810.64	3,294.99	4,000.00	705.01	82.37%
400-343600	Surcharge	2,483.87	10,182.12	.00	10,182.12-	.00
400-361100	Interest Earnings	1,128.39	5,288.75	500.00	4,788.75-	1057.75%
400-369900	Other Revenues	.00	.00	100,100.00	100,100.00	.00
Total Revenue:		95,170.76	448,349.45	1,039,100.00	586,340.55	43.57%
WATER Revenue Total:		95,170.76	448,349.45	1,039,100.00	586,340.55	43.57%
Net Total WATER:		95,170.76	448,349.45	1,039,100.00	586,340.55	43.57%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
WATER IMPACT FEE FUND						
410-324210	Water Impact Fees	11,100.24	27,525.56	300,000.00	272,474.44	9.18%
410-324211	Water Impact Fees - Carry Fwd	.00	.00	624,000.00	624,000.00	.00
Total Revenue:		11,100.24	27,525.56	924,000.00	896,474.44	2.98%
WATER IMPACT FEE FUND Revenue Total:		11,100.24	27,525.56	924,000.00	896,474.44	2.98%
Net Total WATER IMPACT FEE FUND:		11,100.24	27,525.56	924,000.00	896,474.44	2.98%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year 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	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
SEWER-ENTERPRISE (WASTE WATER)						
421-343307	Sewer Connection Fees	3,400.00	21,250.00	50,000.00	27,900.00	44.20%
421-343320	Sewer Service Charge	13,402.30	46,363.96	120,000.00	73,636.04	38.64%
421-343390	Sewer Late Fees	81.59	621.68	750.00	128.32	82.89%
421-343500	Surcharges Out of Town Limits	1,198.38	4,463.74	12,500.00	8,036.26	35.71%
421-361100	Interest Earnings	.00	.00	25.00	25.00	.00
421-369900	Other Revenues	.00	.00	50.00	50.00	.00
Total Revenue:		18,082.27	72,699.38	183,325.00	109,775.62	40.12%
SEWER-ENTERPRISE (WASTE WATER) Revenue Total:						
		18,082.27	72,699.38	183,325.00	109,775.62	40.12%
Net Total SEWER-ENTERPRISE (WASTE WATER):						
		18,082.27	72,699.38	183,325.00	109,775.62	40.12%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year 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	2,200,000.00-	.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:		2,200,000.00-	.00	27,431,158.81	27,431,158.81	.00
CAPITAL - SEWER ENTERPRISE Revenue Total:		2,200,000.00-	.00	27,431,158.81	27,431,158.81	.00
Net Total CAPITAL - SEWER ENTERPRISE:		2,200,000.00-	.00	27,431,158.81	27,431,158.81	.00

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
CAPITAL - STORM WATER						
430-334360	Grants	35,000.00	35,000.00	375,000.00	340,000.00	9.33%
430-334361	State Appropriation	.00	.00	1,500,000.00	1,500,000.00	.00
Total Revenue:		35,000.00	35,000.00	1,875,000.00	1,840,000.00	1.87%
CAPITAL - STORM WATER Revenue Total:		35,000.00	35,000.00	1,875,000.00	1,840,000.00	1.87%
Net Total CAPITAL - STORM WATER:		35,000.00	35,000.00	1,875,000.00	1,840,000.00	1.87%

Account Number	Account Title	2025 February Actual	YTD Actual	2024-25 Current year Budget	Revenue to be Received	% Of Budget
CAPITAL - LIBRARY						
500-324660	Intragovernmental Grant - Lib	.00	436,119.61	895,745.20	459,625.59	48.69%
500-332000	MV ARPA Funds (w/ Interest)	.00	.00	425,310.35	425,310.35	.00
Total Revenue:		.00	436,119.61	1,321,055.55	884,935.94	33.01%
CAPITAL - LIBRARY Revenue Total:		.00	436,119.61	1,321,055.55	884,935.94	33.01%
Net Total CAPITAL - LIBRARY:		.00	436,119.61	1,321,055.55	884,935.94	33.01%
Net Grand Totals:		1,758,599.39-	2,748,362.60	49,722,773.37	46,953,769.05	5.57%

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	Expanded Title	2025 February 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	126.02	666.00	666.00	539.98	18.92%
001-511-342	Council Stipends		3,283.33	16,416.65	44,500.00	44,500.00	28,083.35	36.89%
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	4,087.47	8,690.00	8,690.00	4,602.53	47.04%
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	5,458.09	18,000.00	18,000.00	12,541.91	30.32%
001-511-510	Office Supplies		.00	21.92	500.00	500.00	478.08	4.38%
001-511-520	Operating Supplies		.00	325.00	2,500.00	2,500.00	2,175.00	13.00%
001-511-521	Uniforms & Clothing		.00	141.94	800.00	800.00	658.06	17.74%
001-511-540	Subscriptions & Memberships		.00	2,559.25	4,500.00	4,500.00	1,940.75	56.87%
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:			3,283.33	29,624.53	96,056.00	96,056.00	66,431.47	30.84%
FINANCE & ADMINISTRATIVE								
001-513-120	Regular Salaries & Wages		8,768.00	46,050.57	109,561.00	109,561.00	63,510.43	42.03%
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		59.94	1,476.75	8,500.00	8,500.00	7,023.25	17.37%
001-513-210	FICA Matching		719.15	4,031.48	8,878.67	8,878.67	4,847.19	45.41%
001-513-220	Retirement Plan		1,709.65	9,316.39	21,000.00	21,000.00	11,683.61	44.36%
001-513-230	Health Insurance		1,612.20	7,905.61	24,000.00	24,000.00	16,094.39	32.94%
001-513-234	Short-Term Disability		85.02	425.10	950.00	950.00	524.90	44.75%
001-513-240	Workers Compensation		.00	351.95	1,860.00	1,860.00	1,508.05	18.92%
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	4,569.75	14,500.00	14,500.00	9,930.25	31.52%
001-513-400	Travel		.00	.00	1,500.00	1,500.00	1,500.00	.00
001-513-410	Telephone		76.51	806.05	3,000.00	3,000.00	2,193.95	26.87%
001-513-411	Internet		100.00	502.00	2,500.00	2,500.00	1,998.00	20.08%
001-513-420	Postage & Freight		211.62	1,872.10	3,000.00	3,000.00	1,127.90	62.40%
001-513-430	Utilities		495.40	1,700.16	5,500.00	5,500.00	3,799.84	30.91%
001-513-440	Rentals & Leases Building Repr		.00	174.36	7,500.00	7,500.00	7,325.64	2.32%
001-513-450	Insurance		.00	9,756.21	20,625.00	20,625.00	10,868.79	47.30%
001-513-460	Repair & Maintenance		425.00	7,151.84	9,500.00	9,500.00	2,348.16	75.28%
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	791.12	2,500.00	2,500.00	1,708.88	31.64%
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		25.00	245.78	400.00	400.00	154.22	61.45%
001-513-510	Office Supplies		.00	405.33	5,000.00	5,000.00	4,594.67	8.11%
001-513-513	TM Allowance		203.08	1,116.94	4,400.00	4,400.00	3,283.06	25.39%
001-513-520	Operating Supplies		.00	.00	2,800.00	2,800.00	2,800.00	.00
001-513-521	Uniforms & Clothing		.00	57.76	1,200.00	1,200.00	1,142.24	4.81%
001-513-522	Small Tools & Equipment		.00	.00	500.00	500.00	500.00	.00
001-513-540	Subscriptions, Membership		.00	401.66	2,900.00	2,900.00	2,498.34	13.85%
001-513-550	Seminars And Training		937.14	712.14	4,000.00	4,000.00	3,287.86	17.80%
001-513-605	Capital - Town Hall	Roof & Stone	36,256.02	36,256.02	.00	.00	36,256.02	.00
Total FINANCE & ADMINISTRATIVE:			51,683.73	154,237.70	307,574.67	307,574.67	153,336.97	50.15%

Account Number	Account Title	Expanded Title	2025 February 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	11,535.00	72,500.00	72,500.00	60,965.00	15.91%
001-514-510	Office Supplies		.00	.00	500.00	500.00	500.00	.00
Total LEGAL COUNSEL:			.00	11,535.00	73,000.00	73,000.00	61,465.00	15.80%
PERMITTING								
001-519-120	Regular Salaries & Wages		7,991.65	42,421.34	100,821.00	100,821.00	58,399.66	42.08%
001-519-140	Overtime		518.28	4,106.75	9,500.00	9,500.00	5,393.25	43.23%
001-519-210	FICA Matching		663.70	3,739.58	8,439.56	8,439.56	4,699.98	44.31%
001-519-220	Retirement Plan		1,535.88	8,401.63	19,400.00	19,400.00	10,998.37	43.31%
001-519-230	Health Insurance		2,058.16	10,056.99	23,000.00	23,000.00	12,943.01	43.73%
001-519-234	Short-Term Disability		70.34	351.71	748.00	748.00	396.29	47.02%
001-519-240	Workers Compensation		.00	158.19	836.00	836.00	677.81	18.92%
001-519-310	Professional Services		.00	16,913.47	24,000.00	24,000.00	7,086.53	70.47%
001-519-315	Building Official Fees		52,239.62	152,959.03	350,000.00	350,000.00	197,040.97	43.70%
001-519-340	Contractual Services-Citizense		1,250.00	6,690.00	14,000.00	14,000.00	7,310.00	47.79%
001-519-350	Municode		.00	2,280.79	4,800.00	4,800.00	2,519.21	47.52%
001-519-410	Telephone		.00	391.19	2,000.00	2,000.00	1,608.81	19.56%
001-519-411	Internet		100.00	501.00	2,000.00	2,000.00	1,499.00	25.05%
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	2,793.93	5,775.00	5,775.00	2,981.07	48.38%
001-519-470	Printing & Copying		.00	563.34	750.00	750.00	186.66	75.11%
001-519-490	Other Current Charges		.00	11.84	250.00	250.00	238.16	4.74%
001-519-495	Bank Finance Charges		.00	4,659.90	3,500.00	3,500.00	1,159.90	133.14%
001-519-510	Office Supplies		.00	110.02	1,500.00	1,500.00	1,389.98	7.33%
001-519-513	TM Allowances		138.46	761.53	3,300.00	3,300.00	2,538.47	23.08%
001-519-520	Operating Supplies		.00	.00	500.00	500.00	500.00	.00
001-519-521	Uniforms & Clothing		.00	133.41	250.00	250.00	116.59	53.36%
001-519-540	Subscriptions, Membership		.00	515.82	500.00	500.00	15.82	103.16%
001-519-550	Seminars And Training		937.15	937.15	3,500.00	3,500.00	2,562.85	26.78%
Total PERMITTING:			67,503.24	259,973.83	583,069.56	583,069.56	323,095.73	44.59%
PUBLIC SAFETY								
001-520-240	Workers Compensation		.00	93.66	495.00	495.00	401.34	18.92%
001-520-343	Contract Svcs Highway Patrol		5,945.35	55,123.05	100,000.00	100,000.00	44,876.95	55.12%
001-520-344	Contract Svcs LCSO or HP		.00	.00	50,000.00	50,000.00	50,000.00	.00
001-520-410	Telephone		40.44	202.20	500.00	500.00	297.80	40.44%
001-520-411	Internet		.00	2,544.24	6,500.00	6,500.00	3,955.76	39.14%
001-520-430	Utilities		147.31	543.38	1,600.00	1,600.00	1,056.62	33.96%
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	1,059.11	2,112.00	2,112.00	1,052.89	50.15%
001-520-460	Repair & Maintenance		.00	1,052.69	1,500.00	1,500.00	447.31	70.18%
001-520-490	Other Current Charges		.00	239.25	500.00	500.00	260.75	47.85%
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:			6,133.10	74,386.50	180,357.00	180,357.00	105,970.50	41.24%
FIRE CONTROL/POST OFFICE								
001-522-450	Insurance		.00	3,645.98	7,920.00	7,920.00	4,274.02	46.04%
001-522-460	Repair & Maintenance		.00	1,484.00	10,000.00	10,000.00	8,516.00	14.84%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
Total FIRE CONTROL/POST OFFICE:			.00	5,129.98	17,920.00	17,920.00	12,790.02	28.63%
CODE COMPLIANCE								
001-524-120	Regular Salaries & Wages		486.92	2,678.06	6,430.00	6,430.00	3,751.94	41.65%
001-524-210	FICA Matching		39.36	221.14	491.90	491.90	270.76	44.96%
001-524-220	Retirement Plan		141.20	776.60	1,864.70	1,864.70	1,088.10	41.65%
001-524-230	Health Insurance		61.10	298.20	1,430.00	1,430.00	1,131.80	20.85%
001-524-234	Short-Term Disability		4.36	21.80	122.00	122.00	100.20	17.87%
001-524-240	Workers Compensation		.00	38.79	205.00	205.00	166.21	18.92%
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	78.54	900.00	900.00	821.46	8.73%
001-524-450	Insurance		.00	1,760.24	3,520.00	3,520.00	1,759.76	50.01%
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		27.70	152.35	660.00	660.00	507.65	23.08%
001-524-550	Seminars And Training		.00	83.94	500.00	500.00	416.06	16.79%
Total CODE COMPLIANCE:			760.64	6,809.66	26,473.60	26,473.60	19,663.94	25.72%
GARBAGE/SOLID WASTE SERVICES								
001-534-340	Contractual Services		20,698.34	86,358.17	255,000.00	255,000.00	168,641.83	33.87%
001-534-490	Bad Debt		.00	.00	500.00	500.00	500.00	.00
Total GARBAGE/SOLID WASTE SERVICES:			20,698.34	86,358.17	255,500.00	255,500.00	169,141.83	33.80%
PUBLIC WORKS								
001-539-120	Regular Salaries & Wages		2,554.91	13,375.35	33,103.00	33,103.00	19,727.65	40.41%
001-539-140	Overtime		18.20	710.14	4,500.00	4,500.00	3,789.86	15.78%
001-539-210	FICA Matching		204.85	1,213.50	2,876.63	2,876.63	1,663.13	42.18%
001-539-220	Retirement Plan		367.14	2,083.15	5,140.91	5,140.91	3,057.76	40.52%
001-539-230	Health Insurance		614.86	3,013.10	7,689.00	7,689.00	4,675.90	39.19%
001-539-234	Short-Term Disability		31.84	158.21	222.00	222.00	63.79	71.27%
001-539-240	Workers Compensation		.00	151.38	800.00	800.00	648.62	18.92%
001-539-340	Contractual Services		.00	.00	3,500.00	3,500.00	3,500.00	.00
001-539-400	Travel		.00	.00	250.00	250.00	250.00	.00
001-539-410	Telephone		40.44	202.20	560.00	560.00	357.80	36.11%
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	4,024.34	8,580.00	8,580.00	4,555.66	46.90%
001-539-460	Repair & Maintenance		.00	1,624.88	12,000.00	12,000.00	10,375.12	13.54%
001-539-464	Hurricane Repairs		52,600.00	179,728.11	.00	.00	179,728.11-	.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	657.96	2,500.00	2,500.00	1,842.04	26.32%
001-539-521	Uniforms & Clothing		.00	148.66	750.00	750.00	601.34	19.82%
001-539-522	Small Tools & Equipment		.00	129.00	2,500.00	2,500.00	2,371.00	5.16%
001-539-524	Fuel		.00	1,489.73	6,000.00	6,000.00	4,510.27	24.83%
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:			56,432.04	244,943.45	155,721.54	155,721.54	89,221.91-	157.30%
ROAD & STREET FACILITIES								
001-541-120	Regular Salaries & Wages		2,659.09	14,107.67	35,386.00	35,386.00	21,278.33	39.87%

Account Number	Account Title	Expanded Title	2025 February 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		216.77	1,288.48	3,089.53	3,089.53	1,801.05	41.70%
001-541-220	Retirement Plan		386.21	2,172.97	5,129.02	5,129.02	2,956.05	42.37%
001-541-230	Health Insurance		1,046.62	5,106.79	8,800.00	8,800.00	3,693.21	58.03%
001-541-234	Short-Term Disability		38.92	184.60	448.00	448.00	263.40	41.21%
001-541-240	Workers Compensation		.00	113.53	600.00	600.00	486.47	18.92%
001-541-310	Professional Services		.00	.00	2,000.00	2,000.00	2,000.00	.00
001-541-340	Contractual Services		5,552.40	13,034.40	20,000.00	20,000.00	6,965.60	65.17%
001-541-430	Utilities		.00	287.62	6,500.00	6,500.00	6,212.38	4.42%
001-541-431	Street Lighting - Power		2,120.27	17,091.04	48,000.00	48,000.00	30,908.96	35.61%
001-541-450	Insurance		.00	4,787.34	10,230.00	10,230.00	5,442.66	46.80%
001-541-460	Repair & Maintenance		.00	2,349.00	20,000.00	20,000.00	17,651.00	11.75%
001-541-462	Lakes Drain Repair/Maintenance		.00	2,644.00	7,800.00	7,800.00	5,156.00	33.90%
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	.00	2,500.00	2,500.00	2,500.00	.00
001-541-521	Uniforms & Clothing		.00	255.00	500.00	500.00	245.00	51.00%
001-541-523	Decorations And Flags		.00	.00	12,000.00	12,000.00	12,000.00	.00
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		.00	.00	160,428.93	160,428.93	160,428.93	.00
001-541-640	Vehicle, Equipment & Machinery		.00	.00	42,500.00	42,500.00	42,500.00	.00
Total ROAD & STREET FACILITIES:			12,018.28	68,434.44	408,411.48	408,411.48	339,977.04	16.76%
CEMETERY								
001-569-240	Workers Compensation		.00	66.61	352.00	352.00	285.39	18.92%
001-569-420	Postage & Freight		1,118.24	1,118.24	125.00	125.00	993.24	894.59%
001-569-450	Insurance		.00	1,382.27	2,860.00	2,860.00	1,477.73	48.33%
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:			1,118.24	2,567.12	6,687.00	6,687.00	4,119.88	38.39%
LIBRARY								
001-571-120	Regular Salaries & Wages		5,752.17	29,430.07	83,100.00	83,100.00	53,669.93	35.42%
001-571-140	Overtime		.00	239.49	3,200.00	3,200.00	2,960.51	7.48%
001-571-210	FICA Matching		441.67	2,397.71	6,601.95	6,601.95	4,204.24	36.32%
001-571-220	Retirement Plan		784.02	4,043.98	10,960.10	10,960.10	6,916.12	36.90%
001-571-230	Health Insurance		293.12	1,463.44	5,000.00	5,000.00	3,536.56	29.27%
001-571-234	Short-Term Disability		46.62	233.10	770.00	770.00	536.90	30.27%
001-571-240	Workers Compensation		.00	77.01	407.00	407.00	329.99	18.92%
001-571-340	Contractual Services		.00	2,224.25	19,000.00	19,000.00	16,775.75	11.71%
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		100.00	501.00	2,500.00	2,500.00	1,999.00	20.04%
001-571-420	Postage & Freight		.00	.00	250.00	250.00	250.00	.00
001-571-430	Utilities		.00	656.93	3,000.00	3,000.00	2,343.07	21.90%
001-571-450	Insurance		.00	4,864.86	9,020.00	9,020.00	4,355.14	51.72%
001-571-460	Repair & Maintenance		.00	.00	2,000.00	2,000.00	2,000.00	.00
001-571-480	Promotional Activities		.00	.00	1,500.00	1,500.00	1,500.00	.00
001-571-490	Other Current Charges		.00	94.50	500.00	500.00	405.50	18.90%
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	.00	3,500.00	3,500.00	3,500.00	.00
001-571-521	Uniforms & Clothing		.00	.00	250.00	250.00	250.00	.00

Account Number	Account Title	Expanded Title	2025 February 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:			7,417.60	46,292.08	194,209.05	194,209.05	147,916.97	23.84%
PARKS & RECREATION								
001-572-240	Workers Compensation		.00	548.73	2,900.00	2,900.00	2,351.27	18.92%
001-572-340	Contractual Services		3,701.60	7,446.00	18,000.00	18,000.00	10,554.00	41.37%
001-572-345	Contract Mowing/Landscaping	Service	.00	12,566.00	82,000.00	82,000.00	69,434.00	15.32%
001-572-410	Telephone		.00	.00	250.00	250.00	250.00	.00
001-572-411	Internet		100.00	501.00	2,000.00	2,000.00	1,499.00	25.05%
001-572-430	Utilities		218.43	2,770.25	6,200.00	6,200.00	3,429.75	44.68%
001-572-440	Rentals & Leases		.00	.00	250.00	250.00	250.00	.00
001-572-450	Insurance		.00	11,994.44	23,920.00	23,920.00	11,925.56	50.14%
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		2.15	356.95	500.00	500.00	143.05	71.39%
001-572-490	Other Current Charges		.00	685.95	2,465.11	2,465.11	1,779.16	27.83%
001-572-520	Operating Supplies		2,150.00	2,150.00	15,000.00	15,000.00	12,850.00	14.33%
001-572-524	Fuel		.00	309.79	1,000.00	1,000.00	690.21	30.98%
001-572-605	Capital Outlay-Benches, Tables	, Amenities	.00	13,212.09	40,000.00	40,000.00	26,787.91	33.03%
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:			6,167.88	57,266.00	375,485.11	375,485.11	318,219.11	15.25%
SPECIAL EVENTS								
001-574-240	Workers Compensation		.00	124.68	660.00	660.00	535.12	18.92%
001-574-450	Insurance		.00	1,348.20	2,809.00	2,809.00	1,460.80	48.00%
001-574-481	Montverde Day		270.00	53,435.36	88,500.00	88,500.00	35,064.64	60.38%
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		1,650.00	1,650.00	7,500.00	7,500.00	5,850.00	22.00%
001-574-484	Easter Event		.00	.00	5,000.00	5,000.00	5,000.00	.00
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	250.00	541.30	9,000.00	9,000.00	8,458.70	6.01%
Total SPECIAL EVENTS:			2,170.00	84,669.89	146,669.00	146,669.00	61,999.11	57.73%
GENERAL FUND Expenditure Total:			235,386.42	1,132,228.35	2,827,134.01	2,827,134.01	1,694,905.66	40.05%
Net Total GENERAL FUND:			235,386.42	1,132,228.35	2,827,134.01	2,827,134.01	1,694,905.66	40.05%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
PARKS & REC IMPACT FEE FUND								
PARKS & RECREATION								
140-572-490	Other Revenues		.00	375.00	.00	.00	375.00-	.00
140-572-630	Parks & Rec Impact	- Kirk Park	.00	.00	92,000.00	92,000.00	92,000.00	.00
140-572-631	Parks & Rec Impact	- Restrooms	1,800.00	60,676.35	.00	.00	60,676.35-	.00
140-572-635	Parks & Rec Impact	- Butterfly	.00	3,100.00	65,000.00	65,000.00	61,900.00	4.77%
Total PARKS & RECREATION:			1,800.00	64,151.35	157,000.00	157,000.00	92,848.65	40.86%
PARKS & REC IMPACT FEE FUND Expenditure Total:			1,800.00	64,151.35	157,000.00	157,000.00	92,848.65	40.86%
Net Total PARKS & REC IMPACT FEE FUND:			1,800.00-	64,151.35-	157,000.00-	157,000.00-	92,848.65-	40.86%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
ROAD & STREET IMPACT FEE FUND								
Department: 541								
160-541-460	Road & Streets Impact Fees		.00	1,335.00	75,000.00	75,000.00	73,665.00	1.78%
160-541-465	Road & Streets Impact Fees Bal		.00	.00	50,000.00	50,000.00	50,000.00	.00
Total Department: 541:			.00	1,335.00	125,000.00	125,000.00	123,665.00	1.07%
ROAD & STREET IMPACT FEE FUND Expenditure Total:			.00	1,335.00	125,000.00	125,000.00	123,665.00	1.07%
Net Total ROAD & STREET IMPACT FEE FUND:			.00	1,335.00-	125,000.00-	125,000.00-	123,665.00-	1.07%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
ADMINISTRATIVE IMPACT FEE FUND								
Department: 571								
170-571-490	Other Revenues		.00	375.00	.00	.00	375.00-	.00
170-571-605	Admin Impact Fee Library C Fwd		.00	5,185.14	240,000.00	240,000.00	234,814.86	2.16%
170-571-635	Admin Impact Fee - Library		.00	730.00	50,000.00	50,000.00	49,270.00	1.46%
Total Department: 571:			.00	6,290.14	290,000.00	290,000.00	283,709.86	2.17%
ADMINISTRATIVE IMPACT FEE FUND Expenditure Total:			.00	6,290.14	290,000.00	290,000.00	283,709.86	2.17%
Net Total ADMINISTRATIVE IMPACT FEE FUND:			.00	6,290.14-	290,000.00-	290,000.00-	283,709.86-	2.17%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPTIAL - GRANT TRANSFER								
GRANT TRANSFER								
302-501-100	Transfer to Capit- Sewer 422		.00	4,109,072.76	.00	.00	4,109,072.76-	.00
Total GRANT TRANSFER:			.00	4,109,072.76	.00	.00	4,109,072.76-	.00
CAPTIAL - GRANT TRANSFER Expenditure Total:			.00	4,109,072.76	.00	.00	4,109,072.76-	.00
Net Total CAPTIAL - GRANT TRANSFER:			.00	4,109,072.76-	.00	.00	4,109,072.76	.00

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL - BOAT RAMP								
PARKS & RECREATION								
330-572-605	Intragovernmental Lake County	Parks	.00	.00	100,000.00	100,000.00	100,000.00	.00
330-572-630	LCWA Grant - Boat Ramp		.00	.00	80,000.00	80,000.00	80,000.00	.00
330-572-635	DEP Res Grant		.00	.00	300,000.00	300,000.00	300,000.00	.00
Total PARKS & RECREATION:			.00	.00	480,000.00	480,000.00	480,000.00	.00
CAPITAL - BOAT RAMP Expenditure Total:			.00	.00	480,000.00	480,000.00	480,000.00	.00
Net Total CAPITAL - BOAT RAMP:			.00	.00	480,000.00-	480,000.00-	480,000.00-	.00

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL - LEAD SERVICE LINE								
WATER UTILITY SERVICES								
341-533-460	REPAIR & MAINTENANCE		.00	35,487.00	.00	.00	35,487.00-	.00
Total WATER UTILITY SERVICES:			.00	35,487.00	.00	.00	35,487.00-	.00
CAPITAL - LEAD SERVICE LINE Expenditure Total:			.00	35,487.00	.00	.00	35,487.00-	.00
Net Total CAPITAL - LEAD SERVICE LINE:			.00	35,487.00-	.00	.00	35,487.00	.00

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL – VULNERABILITY								
WATER UTILITY SERVICES								
342-533-460	REPAIR & MAINTENANCE		.00	.00	.00	.00	.00	.00
Total WATER UTILITY SERVICES:			.00	.00	.00	.00	.00	.00
CAPITAL – VULNERABILITY Expenditure Total:			.00	.00	.00	.00	.00	.00
Net Total CAPITAL – VULNERABILITY:			.00	.00	.00	.00	.00	.00

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
FOSGATE TRAIL CONNECTION								
PARKS & RECREATION								
370-572-630	Developer Donations Carry Fwd		.00	.00	100,000.00	100,000.00	100,000.00	.00
Total PARKS & RECREATION:			.00	.00	100,000.00	100,000.00	100,000.00	.00
FOSGATE TRAIL CONNECTION Expenditure Total:			.00	.00	100,000.00	100,000.00	100,000.00	.00
Net Total FOSGATE TRAIL CONNECTION:			.00	.00	100,000.00-	100,000.00-	100,000.00-	.00

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL - IMPACT FEE STUDY								
FINANCE & ADMINISTRATIVE								
380-513-310	Capital - Impact fee study		.00	.00	.00	.00	.00	.00
Total FINANCE & ADMINISTRATIVE:			.00	.00	.00	.00	.00	.00
CAPITAL - IMPACT FEE STUDY Expenditure Total:			.00	.00	.00	.00	.00	.00
Net Total CAPITAL - IMPACT FEE STUDY:			.00	.00	.00	.00	.00	.00

Account Number	Account Title	Expanded Title	2025 February 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		18,653.28	91,559.42	286,000.00	286,000.00	194,440.58	32.01%
400-533-140	Overtime		1,474.30	11,929.26	12,500.00	12,500.00	570.74	95.43%
400-533-210	FICA Matching		1,480.60	7,902.40	22,835.25	22,835.25	14,932.85	34.61%
400-533-220	Retirement Plan		3,151.72	16,419.91	40,648.91	40,648.91	24,229.00	40.39%
400-533-230	Health Insurance		3,706.80	16,269.76	43,560.00	43,560.00	27,290.24	37.35%
400-533-234	Short-Term Disability		195.86	869.32	2,400.00	2,400.00	1,530.68	36.22%
400-533-240	Workers Compensation		.00	1,173.16	6,200.00	6,200.00	5,026.84	18.92%
400-533-310	Professional Services		.00	5,102.25	6,500.00	6,500.00	1,397.75	78.50%
400-533-320	Accounting & Auditing		.00	.00	15,000.00	15,000.00	15,000.00	.00
400-533-340	Contractual Services		2,777.77	34,835.48	97,569.90	97,569.90	62,734.42	35.70%
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		116.95	1,253.90	4,500.00	4,500.00	3,246.10	27.66%
400-533-411	Internet		100.00	3,336.70	8,500.00	8,500.00	5,163.30	39.26%
400-533-420	Postage & Freight		55.20	361.16	3,500.00	3,500.00	3,138.84	10.32%
400-533-430	Utilities		2,976.24	14,538.85	38,000.00	38,000.00	23,461.15	38.26%
400-533-440	Rentals & Leases		.00	.00	3,000.00	3,000.00	3,000.00	.00
400-533-450	Insurance		.00	29,127.11	63,800.00	63,800.00	34,672.89	45.65%
400-533-460	Repair & Maintenance		6,370.00	16,872.40	45,000.00	45,000.00	28,127.60	37.49%
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		.00	82.96	2,500.00	2,500.00	2,417.04	3.32%
400-533-495	Bank Finance Charges		1,048.23	5,972.99	10,000.00	10,000.00	4,027.01	59.73%
400-533-510	Office Supplies		.00	40.23	1,500.00	1,500.00	1,459.77	2.68%
400-533-513	TM Allowance		193.82	1,066.01	3,960.00	3,960.00	2,893.99	26.92%
400-533-520	Operating Supplies		.00	4,138.89	22,000.00	22,000.00	17,861.11	18.81%
400-533-521	Uniforms & Clothing		.00	373.52	750.00	750.00	376.48	49.80%
400-533-522	Small Tools & Equipment		.00	.00	5,000.00	5,000.00	5,000.00	.00
400-533-524	Fuel		.40	850.82	4,500.00	4,500.00	3,649.18	18.91%
400-533-540	Subscriptions, Membership		.00	293.74	1,500.00	1,500.00	1,206.26	19.58%
400-533-550	Seminars And Training		5,622.87	5,622.87	2,279.94	2,279.94	3,342.93	246.62%
400-533-577	Bulk Water		.00	5,220.45	50,396.00	50,396.00	45,175.55	10.36%
400-533-605	Irrigation Water		.00	.00	100,000.00	100,000.00	100,000.00	.00
400-533-609	Water Meter Replacement		.00	1,375.00	130,000.00	130,000.00	128,625.00	1.06%
Total WATER UTILITY SERVICES:			47,923.24	276,947.65	1,039,100.00	1,039,100.00	762,152.35	26.65%
WATER Expenditure Total:			47,923.24	276,947.65	1,039,100.00	1,039,100.00	762,152.35	26.65%
Net Total WATER:			47,923.24-	276,947.65-	1,039,100.00-	1,039,100.00-	762,152.35-	26.65%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
WATER IMPACT FEE FUND								
Department: 533								
410-533-605	Water Impact Fees		.00	94,845.00	300,000.00	300,000.00	205,155.00	31.62%
410-533-635	Water Impact Fees - Carry Fwd		.00	266,733.50	624,000.00	624,000.00	357,266.50	42.75%
Total Department: 533:			.00	361,578.50	924,000.00	924,000.00	562,421.50	39.13%
WATER IMPACT FEE FUND Expenditure Total:			.00	361,578.50	924,000.00	924,000.00	562,421.50	39.13%
Net Total WATER IMPACT FEE FUND:			.00	361,578.50-	924,000.00-	924,000.00-	562,421.50-	39.13%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL-WATER ENTERPRISE								
WATER UTILITY SERVICES								
420-533-634	SHAFI Grant		.00	104,713.00	12,970,000.00	12,970,000.00	12,865,287.00	0.81%
420-533-640	Water Impact Machinery & Equip		.00	.00	.00	.00	.00	.00
Total WATER UTILITY SERVICES:			.00	104,713.00	12,970,000.00	12,970,000.00	12,865,287.00	0.81%
CAPITAL-WATER ENTERPRISE Expenditure Total:			.00	104,713.00	12,970,000.00	12,970,000.00	12,865,287.00	0.81%
Net Total CAPITAL-WATER ENTERPRISE:			.00	104,713.00-	12,970,000.00-	12,970,000.00-	12,865,287.00-	0.81%

Account Number	Account Title	Expanded Title	2025 February 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		2,548.59	13,136.01	34,058.00	34,058.00	20,921.99	38.57%
421-535-210	FICA Matching		204.28	1,132.97	2,605.44	2,605.44	1,472.47	43.48%
421-535-220	Retirement Plan		437.42	2,333.82	4,325.37	4,325.37	1,991.55	53.96%
421-535-230	Health Insurance		551.81	2,484.50	11,154.00	11,154.00	8,669.50	22.27%
421-535-234	Short-Term Disability		24.92	112.34	300.00	300.00	187.66	37.45%
421-535-239	Other Employer Contributions		.00	.00	100.00	100.00	100.00	.00
421-535-240	Workers Compensation		.00	79.09	418.00	418.00	338.91	18.92%
421-535-340	Contractual Services		.00	.00	2,069.20	2,069.20	2,069.20	.00
421-535-430	Utilities		.00	208.79	2,500.00	2,500.00	2,291.21	8.35%
421-535-460	Repair & Maintenance Res		.00	107.62	62,724.99	62,724.99	62,617.37	0.17%
421-535-470	Printing & Copying		.00	537.05	1,500.00	1,500.00	962.95	35.80%
421-535-513	TM Allowance		27.70	152.35	1,320.00	1,320.00	1,167.65	11.54%
421-535-521	Uniforms & Clothing		.00	72.20	250.00	250.00	177.80	28.88%
421-535-576	Bulk Sewer Charges To Clermont		7,389.43	26,064.34	60,000.00	60,000.00	33,935.66	43.44%
Total SEWER UTILITY ENTERPRISE:			11,184.15	46,421.08	183,325.00	183,325.00	136,903.92	25.32%
SEWER-ENTERPRISE (WASTE WATER) Expenditure Total:			11,184.15	46,421.08	183,325.00	183,325.00	136,903.92	25.32%
Net Total SEWER-ENTERPRISE (WASTE WATER):			11,184.15-	46,421.08-	183,325.00-	183,325.00-	136,903.92-	25.32%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL - SEWER ENTERPRISE								
SEWER UTILITY ENTERPRISE								
422-535-310	Professional Services		.00	225.00	.00	.00	225.00-	.00
422-535-630	Intragovernmental Carry Fwd		2,200,000.00-	7,692.14	3,607,840.81	3,607,840.81	3,600,148.67	0.21%
422-535-634	Grants - Sewer		.00	204,544.32	19,823,318.00	19,823,318.00	19,618,773.68	1.03%
422-535-635	Sewer Grants (DEP)		.00	.00	4,000,000.00	4,000,000.00	4,000,000.00	.00
Total SEWER UTILITY ENTERPRISE:			2,200,000.00-	212,461.46	27,431,158.81	27,431,158.81	27,218,697.35	0.77%
CAPITAL - SEWER ENTERPRISE Expenditure Total:			2,200,000.00-	212,461.46	27,431,158.81	27,431,158.81	27,218,697.35	0.77%
Net Total CAPITAL - SEWER ENTERPRISE:			2,200,000.00	212,461.46-	27,431,158.81-	27,431,158.81-	27,218,697.35-	0.77%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL - STORM WATER								
WATER UTILITY SERVICES								
430-533-634	Grants		.00	87,850.00	375,000.00	375,000.00	287,150.00	23.43%
430-533-635	State Appropriation		.00	14,548.00	1,500,000.00	1,500,000.00	1,485,452.00	0.97%
Total WATER UTILITY SERVICES:			.00	102,398.00	1,875,000.00	1,875,000.00	1,772,602.00	5.46%
CAPITAL - STORM WATER Expenditure Total:			.00	102,398.00	1,875,000.00	1,875,000.00	1,772,602.00	5.46%
Net Total CAPITAL - STORM WATER:			.00	102,398.00-	1,875,000.00-	1,875,000.00-	1,772,602.00-	5.46%

Account Number	Account Title	Expanded Title	2025 February Actual	2024-25 YTD Actual	2024-25 Amended Budget	2024-25 Current year Budget	Variance	% Of Budget
CAPITAL - LIBRARY								
LIBRARY								
500-571-120	Regular Salaries & Wages		4,663.20	23,326.00	.00	.00	23,326.00-	.00
500-571-140	Overtime		.00	30.00	.00	.00	30.00-	.00
500-571-210	FICA Matching		356.74	1,951.99	.00	.00	1,951.99-	.00
500-571-410	Telephone		45.44	227.20	.00	.00	227.20-	.00
500-571-605	Intragovernmental Grant - Lib		60,379.79	498,490.11	895,745.20	895,745.20	397,255.09	55.65%
500-571-635	MV ARPA Funds (w/ Interest)		10,415.96-	193,846.07	425,310.35	425,310.35	231,464.28	45.58%
Total LIBRARY:			55,029.21	717,871.37	1,321,055.55	1,321,055.55	603,184.18	54.34%
CAPITAL - LIBRARY Expenditure Total:			55,029.21	717,871.37	1,321,055.55	1,321,055.55	603,184.18	54.34%
Net Total CAPITAL - LIBRARY:			55,029.21-	717,871.37-	1,321,055.55-	1,321,055.55-	603,184.18-	54.34%
Net Grand Totals:			1,848,676.98	7,170,955.66-	49,722,773.37-	49,722,773.37-	42,551,817.71-	14.42%

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:

Print Outstanding Checks and Deposits and Bank and Book adjustments

UNITED SOUTHERN (UNITED SOUTHERN - OPERATING) (99)

February 28, 2025

Account: 999101000

Bank Account Number: 1625217

Bank Statement Balance:	6,610,965.42	Book Balance Previous Month:	6,200,656.40
Outstanding Deposits:	1,643.24	Total Receipts:	728,327.95
Outstanding Checks:	71,647.09	Total Disbursements:	386,769.05
Bank Adjustments:	1,253.73	Book Adjustments:	.00
Bank Balance:	6,542,215.30	Book Balance:	6,542,215.30
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
1181	1,643.24						
Grand Totals:							1,643.24

Deposits cleared: 86 items

Deposits Outstanding: 1 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
8	45.83	21063	2.10	22241	82.20	22252	45.00
22589	1,500.00	22929	12.37	23183	110.00	23364	85.00
23475	408.20	23545	35.00	23674	165.00	23681	60.00
23747	1,197.65	23824	10.00	23887	35.00	24016	1,124.00
24337	5,012.00	24363	5.00	24376	411.75	24594	236.10
24621	978.77	24627	52,239.62	24628	1,650.00	1010396	6,288.16
Grand Totals:							71,647.09

Checks cleared: 102 items

Checks Outstanding: 24 items

Bank Adjustments Section

Description	Amount	Description	Amount
will clear March	1,251.72	FICA overpaid transmittal voucher#10103	2.01
Grand Totals:			1,253.73

Book Adjustments Section



PO Drawer 29
Umatilla FL 32784

TOWN OF MONTVERDE
OPERATING ACCOUNT
PO BOX 560008
MONTVERDE FL 34756-0008

Statement Ending 02/28/2025

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Managing Your Accounts

	Branch	Clermont
	Customer Care Center	(352)669-2121
	Online Access	www.unitedsouthernbank.com
	Daisy	(877) 612-8725

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS INTERES	XXXXXX5217	\$6,610,965.42

PUBLIC FUNDS INTERES - XXXXXX5217

Account Summary

Date	Description	Amount
02/01/2025	Beginning Balance	\$6,448,404.36
	80 Credit(s) This Period	\$728,590.54
	104 Debit(s) This Period	\$566,029.48
02/28/2025	Ending Balance	\$6,610,965.42

Interest Summary

Description	Amount
Interest Earned From 02/01/2025 Through 02/28/2025	
Annual Percentage Yield Earned	0.75%
Interest Days	28
Interest Earned	\$3,761.28
Interest Paid This Period	\$3,761.28
Interest Paid Year-to-Date	\$8,025.57

Account Activity

Post Date	Description	Debits	Credits	Balance
02/01/2025	Beginning Balance			\$6,448,404.36
02/03/2025	REMOTE DEPOSIT		\$3,478.85	\$6,451,883.21
02/03/2025	STATE OF FLORIDA PAYMENTS 157928980422342		\$223.74	\$6,452,106.95
02/03/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,149.40	\$6,453,256.35
02/03/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,224.23	\$6,454,480.58
02/03/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$2,008.15	\$6,456,488.73
02/03/2025	MERCHANT BANKCD DEPOSIT 496510043888	\$249.50		\$6,456,239.23
02/03/2025	MERCHANT BANKCD DEPOSIT 496254713886	\$1,019.03		\$6,455,220.20
02/03/2025	FMPTF ACH Collec 8394806	\$6,288.69		\$6,448,931.51
02/03/2025	CHECK # 24564	\$7,147.50		\$6,441,784.01
02/03/2025	CHECK # 24488	\$220.50		\$6,441,563.51
02/03/2025	CHECK # 24546	\$411.75		\$6,441,151.76
02/03/2025	CHECK # 24570	\$609.00		\$6,440,542.76
02/03/2025	CHECK # 24562	\$898.00		\$6,439,644.76
02/03/2025	CHECK # 24541	\$2,200.00		\$6,437,444.76
02/04/2025	REMOTE DEPOSIT		\$506.90	\$6,437,951.66
02/04/2025	REMOTE DEPOSIT		\$230,022.32	\$6,667,973.98
02/04/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$275.36	\$6,668,249.34



PUBLIC FUNDS INTERES - XXXXXX5217 (continued)

Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/04/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$662.50	\$6,668,911.84
02/04/2025	MERCHANT BANKCD DEPOSIT 496599721883		\$740.00	\$6,669,651.84
02/04/2025	CHECK # 24563	\$20.00		\$6,669,631.84
02/04/2025	CHECK # 24513	\$129.00		\$6,669,502.84
02/04/2025	CHECK # 24561	\$415.95		\$6,669,086.89
02/04/2025	CHECK # 24523	\$1,734.03		\$6,667,352.86
02/04/2025	CHECK # 24569	\$1,951.47		\$6,665,401.39
02/04/2025	CHECK # 24574	\$3,500.00		\$6,661,901.39
02/04/2025	CHECK # 24577	\$3,838.00		\$6,658,063.39
02/04/2025	CHECK # 24575	\$6,940.00		\$6,651,123.39
02/04/2025	CHECK # 24573	\$7,608.00		\$6,643,515.39
02/04/2025	CHECK # 24552	\$10,501.15		\$6,633,014.24
02/04/2025	CHECK # 24576	\$42,625.00		\$6,590,389.24
02/05/2025	MERCHANT BANKCD DEPOSIT 496599721883		\$260.00	\$6,590,649.24
02/05/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$3,392.02	\$6,594,041.26
02/05/2025	CHECK # 24567	\$48.75		\$6,593,992.51
02/05/2025	CHECK # 24556	\$435.00		\$6,593,557.51
02/05/2025	CHECK # 24559	\$990.00		\$6,592,567.51
02/05/2025	CHECK # 24560	\$1,648.00		\$6,590,919.51
02/06/2025	REMOTE DEPOSIT		\$685.04	\$6,591,604.55
02/06/2025	REMOTE DEPOSIT		\$1,098.50	\$6,592,703.05
02/06/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$2,036.23	\$6,594,739.28
02/06/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$11,039.19	\$6,605,778.47
02/06/2025	CHECK # 24558	\$1,341.18		\$6,604,437.29
02/06/2025	CHECK # 24578	\$2,162.58		\$6,602,274.71
02/06/2025	CHECK # 24550	\$3,890.13		\$6,598,384.58
02/07/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$11,824.57	\$6,610,209.15
02/07/2025	CHECK # 24572	\$418.38		\$6,609,790.77
02/07/2025	CHECK # 24557	\$4,138.83		\$6,605,651.94
02/10/2025	REMOTE DEPOSIT		\$3,443.64	\$6,609,095.58
02/10/2025	REMOTE DEPOSIT		\$7,430.69	\$6,616,526.27
02/10/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$184.49	\$6,616,710.76
02/10/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$618.47	\$6,617,329.23
02/10/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,624.06	\$6,618,953.29
02/10/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,684.03	\$6,620,637.32
02/10/2025	RETURNED DEPOSIT ITEMS	\$40.00		\$6,620,597.32
02/10/2025	CHECK # 24116	\$7.50		\$6,620,589.82
02/10/2025	CHECK # 24568	\$470.97		\$6,620,118.85
02/10/2025	CHECK # 24506	\$4,830.00		\$6,615,288.85
02/10/2025	CHECK # 24583	\$22,084.84		\$6,593,204.01
02/10/2025	CHECK # 24509	\$33,810.00		\$6,559,394.01
02/10/2025	CHECK # 24481	\$43,470.00		\$6,515,924.01
02/10/2025	RETURNED ITEM CHARGE	\$10.00		\$6,515,914.01
02/11/2025	REMOTE DEPOSIT		\$1,572.74	\$6,517,486.75

PUBLIC FUNDS INTERES - XXXXXX5217 (continued)
Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/11/2025	MERCHANT BANKCD DEPOSIT 496599721883		\$185.00	\$6,517,671.75
02/11/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$708.83	\$6,518,380.58
02/11/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$1,015.45	\$6,519,396.03
02/11/2025	LAKE COUNTY TAX VENDOR 218		\$11,724.48	\$6,531,120.51
02/11/2025	CHECK # 24571	\$1,622.82		\$6,529,497.69
02/11/2025	CHECK # 24566	\$10,150.00		\$6,519,347.69
02/12/2025	REMOTE DEPOSIT		\$20,342.25	\$6,539,689.94
02/12/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$749.69	\$6,540,439.63
02/12/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$2,994.64	\$6,543,434.27
02/12/2025	CHECK # 24584	\$2,040.56		\$6,541,393.71
02/12/2025	CHECK # 24582	\$661.00		\$6,540,732.71
02/12/2025	CHECK # 24554	\$1,340.21		\$6,539,392.50
02/12/2025	CHECK # 24579	\$6,113.09		\$6,533,279.41
02/13/2025	REMOTE DEPOSIT		\$2,173.68	\$6,535,453.09
02/13/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$2,304.56	\$6,537,757.65
02/13/2025	SUMTER ELECTRIC AP PAYMENT 3417		\$3,237.25	\$6,540,994.90
02/13/2025	CHECK # 24581	\$270.00		\$6,540,724.90
02/13/2025	CHECK # 24595	\$559.99		\$6,540,164.91
02/13/2025	CHECK # 24597	\$1,185.60		\$6,538,979.31
02/13/2025	CHECK # 24611	\$2,932.50		\$6,536,046.81
02/13/2025	CHECK # 24605	\$5,470.00		\$6,530,576.81
02/14/2025	STATE OF FLORIDA PAYMENTS 157928980449762		\$23.50	\$6,530,600.31
02/14/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$547.75	\$6,531,148.06
02/14/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,005.73	\$6,532,153.79
02/14/2025	TOWN OF MONTVERD ACH FEE XXXXXX3358	\$5.00		\$6,532,148.79
02/14/2025	IRS USATAXPYMT 270544563153954	\$6,610.65		\$6,525,538.14
02/14/2025	TOWN OF MONTVERD PAYROLL 0	\$20,828.55		\$6,504,709.59
02/14/2025	CHECK # 24555	\$1,276.40		\$6,503,433.19
02/18/2025	REMOTE DEPOSIT		\$5,374.43	\$6,508,807.62
02/18/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$129.37	\$6,508,936.99
02/18/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$501.31	\$6,509,438.30
02/18/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,461.67	\$6,510,899.97
02/18/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,475.84	\$6,512,375.81
02/18/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$7,368.50	\$6,519,744.31
02/18/2025	TOWN OF MONTVERD UTIL 0		\$20,204.07	\$6,539,948.38
02/18/2025	TOWN OF MONTVERD ACH FEE XXXXXX3358	\$5.00		\$6,539,943.38
02/18/2025	FMPTF ACH Collec 8435337	\$6,299.60		\$6,533,643.78
02/18/2025	CHECK # 24619	\$68.25		\$6,533,575.53
02/18/2025	CHECK # 24580	\$394.80		\$6,533,180.73
02/18/2025	CHECK # 24593	\$395.75		\$6,532,784.98
02/18/2025	CHECK # 24596	\$420.55		\$6,532,364.43
02/18/2025	CHECK # 24607	\$425.00		\$6,531,939.43
02/18/2025	CHECK # 24604	\$1,124.00		\$6,530,815.43
02/18/2025	CHECK # 24620	\$1,406.00		\$6,529,409.43

PUBLIC FUNDS INTERES - XXXXXX5217 (continued)
Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/18/2025	CHECK # 24603	\$1,406.70		\$6,528,002.73
02/18/2025	CHECK # 24590	\$2,150.00		\$6,525,852.73
02/18/2025	CHECK # 24585	\$7,389.43		\$6,518,463.30
02/18/2025	CHECK # 24600	\$11,100.24		\$6,507,363.06
02/18/2025	CHECK # 24587	\$18,500.00		\$6,488,863.06
02/18/2025	CHECK # 24614	\$20,698.34		\$6,468,164.72
02/18/2025	CHECK # 24615	\$26,567.20		\$6,441,597.52
02/19/2025	REMOTE DEPOSIT		\$823.28	\$6,442,420.80
02/19/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$2,580.18	\$6,445,000.98
02/19/2025	STATE OF FLORIDA PAYMENTS 157928980455629		\$5,071.92	\$6,450,072.90
02/19/2025	DE Florida Other EDI PYMNTS AP0002274901		\$19,489.31	\$6,469,562.21
02/19/2025	FLA DEPT REVENUE C01 XXXXX7782	\$31.83		\$6,469,530.38
02/19/2025	CHECK # 24602	\$255.00		\$6,469,275.38
02/19/2025	CHECK # 24616	\$245.00		\$6,469,030.38
02/19/2025	CHECK # 24589	\$250.00		\$6,468,780.38
02/19/2025	CHECK # 24610	\$270.00		\$6,468,510.38
02/19/2025	CHECK # 24612	\$1,013.02		\$6,467,497.36
02/19/2025	CHECK # 24609	\$2,150.00		\$6,465,347.36
02/19/2025	CHECK # 24591	\$7,497.16		\$6,457,850.20
02/20/2025	REMOTE DEPOSIT		\$79,350.82	\$6,537,201.02
02/20/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$155.72	\$6,537,356.74
02/20/2025	MERCHANT BANKCD DEPOSIT 496599721883		\$740.00	\$6,538,096.74
02/20/2025	STATE OF FLORIDA PAYMENTS 157928980462038		\$6,547.27	\$6,544,644.01
02/20/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$8,497.36	\$6,553,141.37
02/20/2025	CHECK # 24601	\$9,254.00		\$6,543,887.37
02/20/2025	CHECK # 24598	\$18,339.24		\$6,525,548.13
02/21/2025	REMOTE DEPOSIT		\$44,468.34	\$6,570,016.47
02/21/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$150.00	\$6,570,166.47
02/21/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,537.04	\$6,571,703.51
02/21/2025	STATE OF FLORIDA PAYMENTS 157928980465163		\$13,247.91	\$6,584,951.42
02/21/2025	PITNEY BOWES POSTAGE 28578011	\$1,000.00		\$6,583,951.42
02/21/2025	CHECK # 24592	\$540.50		\$6,583,410.92
02/21/2025	CHECK # 24606	\$2,010.26		\$6,581,400.66
02/21/2025	CHECK # 24586	\$3,304.87		\$6,578,095.79
02/24/2025	REMOTE DEPOSIT		\$8,079.27	\$6,586,175.06
02/24/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$332.74	\$6,586,507.80
02/24/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$435.58	\$6,586,943.38
02/24/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$3,882.02	\$6,590,825.40
02/24/2025	CHECK # 24617	\$39.64		\$6,590,785.76
02/24/2025	CHECK # 24588	\$48.30		\$6,590,737.46
02/24/2025	CHECK # 24624	\$1,800.00		\$6,588,937.46
02/24/2025	CHECK # 24626	\$36,256.02		\$6,552,681.44
02/25/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$241.90	\$6,552,923.34
02/25/2025	MERCHANT BANKCD DEPOSIT 496599721883		\$1,149.92	\$6,554,073.26

PUBLIC FUNDS INTERES - XXXXXX5217 (continued)
Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
02/25/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$3,582.76	\$6,557,656.02
02/25/2025	STATE OF FLORIDA PAYMENTS 157928980472169		\$6,095.76	\$6,563,751.78
02/25/2025	CHECK # 24599	\$102.02		\$6,563,649.76
02/25/2025	CHECK # 24618	\$168.93		\$6,563,480.83
02/25/2025	CHECK # 24622	\$411.75		\$6,563,069.08
02/25/2025	CHECK # 24608	\$500.00		\$6,562,569.08
02/25/2025	CHECK # 24613	\$6,370.00		\$6,556,199.08
02/25/2025	CHECK # 24623	\$52,600.00		\$6,503,599.08
02/26/2025	REMOTE DEPOSIT		\$498.17	\$6,504,097.25
02/26/2025	REMOTE DEPOSIT		\$74,994.84	\$6,579,092.09
02/26/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$740.84	\$6,579,832.93
02/26/2025	CHECK # 24625	\$319.78		\$6,579,513.15
02/27/2025	DEPOSIT		\$484.70	\$6,579,997.85
02/27/2025	REMOTE DEPOSIT		\$4,498.02	\$6,584,495.87
02/27/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$328.11	\$6,584,823.98
02/27/2025	MERCHANT BANKCD DEPOSIT 496599721883		\$370.00	\$6,585,193.98
02/27/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$1,127.90	\$6,586,321.88
02/27/2025	STATE OF FLORIDA PAYMENTS 157928980479648		\$11,280.60	\$6,597,602.48
02/27/2025	STATE OF FLORIDA PAYMENTS 157928980479248		\$14,809.85	\$6,612,412.33
02/27/2025	MERCHANT BANKCD DEPOSIT 496510043888	\$0.65		\$6,612,411.68
02/27/2025	MERCHANT BANKCD DEPOSIT 496254713886	\$4.20		\$6,612,407.48
02/27/2025	BLUECROSSFLORIDA PREMIUM 6433631	\$9,660.27		\$6,602,747.21
02/28/2025	MERCHANT BANKCD DEPOSIT 496599721883		\$405.00	\$6,603,152.21
02/28/2025	MERCHANT BANKCD DEPOSIT 496510043888		\$658.77	\$6,603,810.98
02/28/2025	MERCHANT BANKCD DEPOSIT 496254713886		\$2,460.24	\$6,606,271.22
02/28/2025	STATE OF FLORIDA PAYMENTS 157928980481013		\$35,000.00	\$6,641,271.22
02/28/2025	TOWN OF MONTVERD ACH FEE XXXXXX3358	\$5.00		\$6,641,266.22
02/28/2025	Monthly ACH Fee ACH Fee 16 MONTVERDE	\$25.00		\$6,641,241.22
02/28/2025	UNITED HEALTHCAR EDI PAYMTS 744641235129	\$291.78		\$6,640,949.44
02/28/2025	Colonial Life Pay-In for 996460465679193	\$672.18		\$6,640,277.26
02/28/2025	PITNEY BOWES POSTAGE 28578011	\$1,000.00		\$6,639,277.26
02/28/2025	IRS USATAXPYMT 270545971261934	\$6,073.66		\$6,633,203.60
02/28/2025	FLA DEPT REVENUE CRC XXXXX8516	\$6,942.50		\$6,626,261.10
02/28/2025	TOWN OF MONTVERD PAYROLL 0	\$19,056.96		\$6,607,204.14
02/28/2025	INTEREST		\$3,761.28	\$6,610,965.42
02/28/2025	Ending Balance			\$6,610,965.42

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
24116	02/10/2025	\$7.50	24523*	02/04/2025	\$1,734.03	24555	02/14/2025	\$1,276.40
24481*	02/10/2025	\$43,470.00	24541*	02/03/2025	\$2,200.00	24556	02/05/2025	\$435.00
24488*	02/03/2025	\$220.50	24546*	02/03/2025	\$411.75	24557	02/07/2025	\$4,138.83
24506*	02/10/2025	\$4,830.00	24550*	02/06/2025	\$3,890.13	24558	02/06/2025	\$1,341.18
24509*	02/10/2025	\$33,810.00	24552*	02/04/2025	\$10,501.15	24559	02/05/2025	\$990.00
24513*	02/04/2025	\$129.00	24554*	02/12/2025	\$1,340.21	24560	02/05/2025	\$1,648.00

PUBLIC FUNDS INTERES - XXXXXX5217 (continued)
Checks Cleared (continued)

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
24561	02/04/2025	\$415.95	24583	02/10/2025	\$22,084.84	24605	02/13/2025	\$5,470.00
24562	02/03/2025	\$898.00	24584	02/12/2025	\$2,040.56	24606	02/21/2025	\$2,010.26
24563	02/04/2025	\$20.00	24585	02/18/2025	\$7,389.43	24607	02/18/2025	\$425.00
24564	02/03/2025	\$7,147.50	24586	02/21/2025	\$3,304.87	24608	02/25/2025	\$500.00
24566*	02/11/2025	\$10,150.00	24587	02/18/2025	\$18,500.00	24609	02/19/2025	\$2,150.00
24567	02/05/2025	\$48.75	24588	02/24/2025	\$48.30	24610	02/19/2025	\$270.00
24568	02/10/2025	\$470.97	24589	02/19/2025	\$250.00	24611	02/13/2025	\$2,932.50
24569	02/04/2025	\$1,951.47	24590	02/18/2025	\$2,150.00	24612	02/19/2025	\$1,013.02
24570	02/03/2025	\$609.00	24591	02/19/2025	\$7,497.16	24613	02/25/2025	\$6,370.00
24571	02/11/2025	\$1,622.82	24592	02/21/2025	\$540.50	24614	02/18/2025	\$20,698.34
24572	02/07/2025	\$418.38	24593	02/18/2025	\$395.75	24615	02/18/2025	\$26,567.20
24573	02/04/2025	\$7,608.00	24595*	02/13/2025	\$559.99	24616	02/19/2025	\$245.00
24574	02/04/2025	\$3,500.00	24596	02/18/2025	\$420.55	24617	02/24/2025	\$39.64
24575	02/04/2025	\$6,940.00	24597	02/13/2025	\$1,185.60	24618	02/25/2025	\$168.93
24576	02/04/2025	\$42,625.00	24598	02/20/2025	\$18,339.24	24619	02/18/2025	\$68.25
24577	02/04/2025	\$3,838.00	24599	02/25/2025	\$102.02	24620	02/18/2025	\$1,406.00
24578	02/06/2025	\$2,162.58	24600	02/18/2025	\$11,100.24	24622*	02/25/2025	\$411.75
24579	02/12/2025	\$6,113.09	24601	02/20/2025	\$9,254.00	24623	02/25/2025	\$52,600.00
24580	02/18/2025	\$394.80	24602	02/19/2025	\$255.00	24624	02/24/2025	\$1,800.00
24581	02/13/2025	\$270.00	24603	02/18/2025	\$1,406.70	24625	02/26/2025	\$319.78
24582	02/12/2025	\$661.00	24604	02/18/2025	\$1,124.00	24626	02/24/2025	\$36,256.02

* Indicates skipped check number

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00



PO Drawer 29
Umatilla FL 32784

TOWN OF MONTVERDE
PO BOX 560008
MONTVERDE FL 34756-0008

Statement Ending 02/28/2025

Page 1 of 2

Managing Your Accounts



Branch Clermont



Customer Care Center (352)669-2121



Online Access www.unitedsouthernbank.com



Daisy (877) 612-8725

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS INTERES	XXXXXX7890	\$1,000.35

PUBLIC FUNDS INTERES - XXXXXX7890

Account Summary

Date	Description	Amount
02/01/2025	Beginning Balance	\$1,000.34
	1 Credit(s) This Period	\$0.01
	0 Debit(s) This Period	\$0.00
02/28/2025	Ending Balance	\$1,000.35

Interest Summary

Description	Amount
Interest Earned From 02/01/2025 Through 02/28/2025	
Annual Percentage Yield Earned	0.01%
Interest Days	28
Interest Earned	\$0.01
Interest Paid This Period	\$0.01
Interest Paid Year-to-Date	\$0.02

Account Activity

Post Date	Description	Debits	Credits	Balance
02/01/2025	Beginning Balance			\$1,000.34
02/28/2025	INTEREST		\$0.01	\$1,000.35
02/28/2025	Ending Balance			\$1,000.35

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date	Previous year-to-date
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00



Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
02/11/2025	PC	02/14/2025	437	GIFFORD, KATHLEEN P	3		999-101000	1,580.07-	D
02/11/2025	PC	02/14/2025	438	DAITNARAYAN, DIAWANTIE	8		999-101000	1,926.74-	D
02/11/2025	PC	02/14/2025	439	COWAN, BILLIE	16		999-101000	609.41-	D
02/11/2025	PC	02/14/2025	440	MACK, CHARLES	36		999-101000	2,508.36-	D
02/11/2025	PC	02/14/2025	441	LARINO, DOMINGO	58		999-101000	278.74-	D
02/11/2025	PC	02/14/2025	442	JOHNSON, SANDRA	63		999-101000	2,157.16-	D
02/11/2025	PC	02/14/2025	443	SMITH, ALLEN	66		999-101000	1,692.28-	D
02/11/2025	PC	02/14/2025	444	YANG, MAI	67		999-101000	2,398.45-	D
02/11/2025	PC	02/14/2025	445	MILEY, HILARY	68		999-101000	543.54-	D
02/11/2025	PC	02/14/2025	446	WYNKOOP, JOSEPH	69		999-101000	923.50-	D
02/11/2025	PC	02/14/2025	447	LEY, JAMES DOUGLAS	70		999-101000	461.75-	D
02/11/2025	PC	02/14/2025	448	ARELLANO, JOHN	72		999-101000	1,862.79-	D
02/11/2025	PC	02/14/2025	449	WOMACK, CAROL	73		999-101000	507.92-	D
02/11/2025	PC	02/14/2025	450	GAFFNEY, COREY	75		999-101000	1,533.93-	D
02/11/2025	PC	02/14/2025	451	MORGANELLI, JOSEPH	76		999-101000	461.75-	D
02/11/2025	PC	02/14/2025	452	MCINTYRE, MELISSA	77		999-101000	1,382.16-	D
02/25/2025	PC	02/28/2025	453	GIFFORD, KATHLEEN P	3		999-101000	1,585.30-	D
02/25/2025	PC	02/28/2025	454	DAITNARAYAN, DIAWANTIE	8		999-101000	1,760.51-	D
02/25/2025	PC	02/28/2025	455	COWAN, BILLIE	16		999-101000	699.65-	D
02/25/2025	PC	02/28/2025	456	MACK, CHARLES	36		999-101000	2,511.90-	D
02/25/2025	PC	02/28/2025	457	LARINO, DOMINGO	58		999-101000	278.74-	D
02/25/2025	PC	02/28/2025	458	JOHNSON, SANDRA	63		999-101000	2,214.15-	D
02/25/2025	PC	02/28/2025	459	SMITH, ALLEN	66		999-101000	1,513.85-	D
02/25/2025	PC	02/28/2025	460	YANG, MAI	67		999-101000	1,941.51-	D
02/25/2025	PC	02/28/2025	461	MILEY, HILARY	68		999-101000	655.69-	D
02/25/2025	PC	02/28/2025	462	ARELLANO, JOHN	72		999-101000	2,197.70-	D
02/25/2025	PC	02/28/2025	463	GAFFNEY, COREY	75		999-101000	1,283.53-	D
02/25/2025	PC	02/28/2025	464	MCINTYRE, MELISSA	77		999-101000	1,366.80-	D
02/25/2025	PC	02/28/2025	465	Caroline Trepanier	78		999-101000	1,047.63-	D
02/11/2025	PC	02/14/2025	24622	HARTLE, ALLAN	74		999-101000	411.75-	
02/11/2025	CDPT	02/21/2025	1010392	Florida Municipal Pension Trust Fu	4	401A & 457B Def Comp 457B Pa	999-101000	6,299.60-	
02/11/2025	CDPT	02/21/2025	1010393	IRS - 941 Taxes	1	941 Deposit Federal Withholding T	999-101000	6,610.65-	
02/25/2025	CDPT	02/28/2025	1010394	Colonial Life Processing Center	5	Insurance	999-101000	672.18-	
02/25/2025	CDPT	02/28/2025	1010395	Florida Blue	2	Health Insurance Premiums	999-101000	9,660.27-	
02/25/2025	CDPT	02/28/2025	1010396	Florida Municipal Pension Trust Fu	4	401A & 457B Def Comp 457B Pa	999-101000	6,288.16-	
02/25/2025	CDPT	02/25/2025	1010397	Void		Retirement Contributions	999-101000	.00	
02/25/2025	CDPT	02/28/2025	1010398	IRS - 941 Taxes	1	941 Deposit Federal Withholding T	999-101000	6,073.66-	
02/25/2025	CDPT	02/28/2025	1010399	UHS Premium Billing (Dental)	6	Dental Insurance	999-101000	261.26-	
02/25/2025	CDPT	02/28/2025	1010400	UHS Premium Billing (Vision)	7	Vision Insurance Vision Pay Perio	999-101000	30.52-	
02/25/2025	CDPT	02/28/2025	1010401	Florida Retirement System	3	Retirement Contributions	999-101000	6,942.50-	
Grand Totals:								83,136.06-	

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Signature Lines

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Includes all check types

Includes unprinted checks

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
24585										
02/25	02/05/2025	24585	396	City of Clermont-Utility Dept	2554716	1	421-535-576	.00	3,010.51	3,010.51
02/25	02/05/2025	24585	396	City of Clermont-Utility Dept	2555880	1	421-535-576	.00	4,378.92	4,378.92
Total 24585:										7,389.43
24586										
02/25	02/05/2025	24586	27	Duke Energy	1794-Jan25	1	400-533-430	.00	1,479.46	1,479.46
02/25	02/05/2025	24586	27	Duke Energy	2018-Jan25	1	001-513-430	.00	495.40	495.40
02/25	02/05/2025	24586	27	Duke Energy	2018-Jan25	2	400-533-430	.00	495.41	495.41
02/25	02/05/2025	24586	27	Duke Energy	2282-Jan25	1	400-533-430	.00	358.85	358.85
02/25	02/05/2025	24586	27	Duke Energy	2513-Jan25	1	001-520-430	.00	147.31	147.31
02/25	02/05/2025	24586	27	Duke Energy	3126-Jan25	1	001-541-431	.00	110.01	110.01
02/25	02/05/2025	24586	27	Duke Energy	3340-Jan25	1	001-572-430	.00	218.43	218.43
Total 24586:										3,304.87
24587										
02/25	02/11/2025	24587	641	Ace Glass Service Inc	36656	1	500-571-605	.00	18,500.00	18,500.00
Total 24587:										18,500.00
24588										
02/25	02/11/2025	24588	317	Aetha - Silverscript	6234-MAR25	1	001-571-230	.00	48.30	48.30
Total 24588:										48.30
24589										
02/25	02/11/2025	24589	23	Courtney Ayers	2161	1	001-574-486	.00	250.00	250.00
Total 24589:										250.00
24590										
02/25	02/11/2025	24590	170	Crest Concrete	1668	1	001-572-520	.00	2,150.00	2,150.00

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 24590:										
24591										
02/25	02/11/2025	24591	414	Dallas Data Systems, Inc	27585	1	400-533-550	.00	5,622.87	5,622.87
02/25	02/11/2025	24591	414	Dallas Data Systems, Inc	27585	2	001-513-550	.00	937.14	937.14
02/25	02/11/2025	24591	414	Dallas Data Systems, Inc	27585	3	001-519-550	.00	937.15	937.15
Total 24591:										
24592										
02/25	02/11/2025	24592	27	Duke Energy	9320-FEB25	1	400-533-430	.00	540.50	540.50
Total 24592:										
24593										
02/25	02/11/2025	24593	358	Express Employment Professional	31928545	1	400-533-340	.00	395.75	395.75
Total 24593:										
24594										
02/25	02/11/2025	24594	126	Florida Blue	63496353	1	001-571-230	.00	236.10	236.10
Total 24594:										
24595										
02/25	02/11/2025	24595	215	John Arellano	2112025	1	500-571-605	.00	559.99	559.99
Total 24595:										
24596										
02/25	02/11/2025	24596	128	Jose Nelson Brierly	01312025	1	001-520-343	.00	420.55	420.55
Total 24596:										
24597										
02/25	02/11/2025	24597	289	Kyle A. Worfel	01292025	1	001-520-343	.00	304.95	304.95
02/25	02/11/2025	24597	289	Kyle A. Worfel	01302025	1	001-520-343	.00	288.20	288.20
02/25	02/11/2025	24597	289	Kyle A. Worfel	02022025	1	001-520-343	.00	347.90	347.90

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
02/25	02/11/2025	24597	289	Kyle A. Worfel	02052025	1	001-520-343	.00	244.55	244.55
Total 24597:										
24598										
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012247092-	1	500-571-635	.00	1,338.24	1,338.24
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012247092-	2	500-571-605	.00	612.48	612.48
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012247092-	3	500-571-605	.00	1,867.50	1,867.50
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012247092-	4	500-571-605	.00	850.00	850.00
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012247092-	5	500-571-605	.00	237.50	237.50
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012272224-	1	500-571-635	.00	6,177.60	6,177.60
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012272278-	1	500-571-605	.00	5,203.44	5,203.44
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012272278-	2	500-571-605	.00	511.68	511.68
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012368459-	1	500-571-635	.00	950.40	950.40
02/25	02/11/2025	24598	599	L & W Supply - Orlando South, FL	1012368459-	2	500-571-635	.00	590.40	590.40
Total 24598:										
24599										
02/25	02/11/2025	24599	57	Lake Apopka Natural Gas District	3337-JAN25	1	400-533-430	.00	72.34	72.34
02/25	02/11/2025	24599	57	Lake Apopka Natural Gas District	4959-JAN25	1	400-533-430	.00	29.68	29.68
Total 24599:										
24600										
02/25	02/11/2025	24600	67	Montverde Academy	OP-B240002	1	410-324210	.00	11,100.24	11,100.24
Total 24600:										
24601										
02/25	02/11/2025	24601	361	Padilla's Landscaping	3447	1	001-572-340	.00	733.60	733.60
02/25	02/11/2025	24601	361	Padilla's Landscaping	3447	2	001-541-340	.00	1,100.40	1,100.40
02/25	02/11/2025	24601	361	Padilla's Landscaping	3448	1	001-541-340	.00	2,952.00	2,952.00
02/25	02/11/2025	24601	361	Padilla's Landscaping	3448	2	001-572-340	.00	1,968.00	1,968.00
02/25	02/11/2025	24601	361	Padilla's Landscaping	3460	1	001-541-340	.00	1,500.00	1,500.00
02/25	02/11/2025	24601	361	Padilla's Landscaping	3460	2	001-572-340	.00	1,000.00	1,000.00
Total 24601:										
9,254.00										

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
24602										
02/25	02/11/2025	24602	75	Parks Consulting Services, LLC	644	1	001-202600	.00	255.00	255.00
Total 24602:										255.00
24603										
02/25	02/11/2025	24603	610	Peter James Ellsworth	02032025	1	001-520-343	.00	468.00	468.00
02/25	02/11/2025	24603	610	Peter James Ellsworth	02042025	1	001-520-343	.00	468.00	468.00
02/25	02/11/2025	24603	610	Peter James Ellsworth	2102025	1	001-520-343	.00	470.70	470.70
Total 24603:										1,406.70
24604										
02/25	02/11/2025	24604	81	Plant Technicians, Inc	INV-2500373	1	400-533-340	.00	847.00	847.00
02/25	02/11/2025	24604	81	Plant Technicians, Inc	INV-2500384	1	400-533-340	.00	277.00	277.00
Total 24604:										1,124.00
24605										
02/25	02/11/2025	24605	562	Rafaeline Rodriguez	818	1	500-571-605	.00	5,470.00	5,470.00
Total 24605:										5,470.00
24606										
02/25	02/11/2025	24606	88	Seco Energy	0010-FEB25	1	001-541-431	.00	1,033.83	1,033.83
02/25	02/11/2025	24606	88	Seco Energy	2802-FEB25	1	001-541-431	.00	867.43	867.43
02/25	02/11/2025	24606	88	Seco Energy	5800-FEB25	1	001-541-431	.00	40.00	40.00
02/25	02/11/2025	24606	88	Seco Energy	9513-FEB25	1	001-541-431	.00	69.00	69.00
Total 24606:										2,010.26
24607										
02/25	02/11/2025	24607	252	Shelley's Septic Tanks, Inc	202371	1	001-513-460	.00	425.00	425.00
Total 24607:										425.00
24608										
02/25	02/11/2025	24608	112	Summit Broadband	1024546520	1	400-533-411	.00	100.00	100.00
02/25	02/11/2025	24608	112	Summit Broadband	1024546520	2	001-572-411	.00	100.00	100.00

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
02/25	02/11/2025	24608	112	Summit Broadband	1024546520	3	001-513-411	.00	100.00	100.00
02/25	02/11/2025	24608	112	Summit Broadband	1024546520	4	001-519-411	.00	100.00	100.00
02/25	02/11/2025	24608	112	Summit Broadband	1024546520	5	001-571-411	.00	100.00	100.00
Total 24608:										500.00
24609										
02/25	02/11/2025	24609	353	Surface Water Professionals	2025-2	1	001-519-340	.00	1,250.00	1,250.00
02/25	02/11/2025	24609	353	Surface Water Professionals	2025-2	2	001-202600	.00	900.00	900.00
Total 24609:										2,150.00
24610										
02/25	02/11/2025	24610	228	Terry Powers	168811	1	001-574-481	.00	270.00	270.00
Total 24610:										270.00
24611										
02/25	02/11/2025	24611	376	Umana Security Services, LLC	01282025	1	001-520-343	.00	609.00	609.00
02/25	02/11/2025	24611	376	Umana Security Services, LLC	01292025	1	001-520-343	.00	609.00	609.00
02/25	02/11/2025	24611	376	Umana Security Services, LLC	02032025	1	001-520-343	.00	609.00	609.00
02/25	02/11/2025	24611	376	Umana Security Services, LLC	02042025	1	001-520-343	.00	609.00	609.00
02/25	02/11/2025	24611	376	Umana Security Services, LLC	02052025	1	001-520-343	.00	496.50	496.50
Total 24611:										2,932.50
24612										
02/25	02/11/2025	24612	119	Vall Information Systems, Inc	98891	1	400-533-340	.00	1,013.02	1,013.02
Total 24612:										1,013.02
24613										
02/25	02/11/2025	24613	642	Vantix Electric, LLC	6508	1	400-533-460	.00	6,370.00	6,370.00
Total 24613:										6,370.00
24614										
02/25	02/11/2025	24614	107	Waste Pro of Florida Inc.	0001440010	1	001-534-340	.00	18,467.34	18,467.34
02/25	02/11/2025	24614	107	Waste Pro of Florida Inc.	0001440012	1	001-534-340	.00	2,231.00	2,231.00

M = Manual Check, V = Void Check

Check Register - Montverde

Check Issue Dates: 2/1/2025 - 2/28/2025

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 24614:										
24615	02/25	02/11/2025	24615	643 Colonial Tile & Design Center	980	1	500-571-605	.00	26,567.20	26,567.20
Total 24615:										
24616	02/25	02/11/2025	24616	644 Andreyev Engineering, Inc	CPGT-24-20	1	400-533-340	.00	245.00	245.00
Total 24616:										
24617	02/25	02/11/2025	24617	640 Czech Mate Investment LLC	UREFUND-1	1	999-101700	.00	39.64	39.64
Total 24617:										
24618	02/25	02/11/2025	24618	638 Daryl Foreman	UREFUND-1	1	999-101700	.00	168.93	168.93
Total 24618:										
24619	02/25	02/11/2025	24619	639 Mariah & Jacob Deibler	UREFUND-1	1	999-101700	.00	68.25	68.25
Total 24619:										
24620	02/25	02/11/2025	24620	325 Preferred Materials Inc	2259831	1	170-324250	.00	1,406.00	1,406.00
Total 24620:										
24621	02/25	02/11/2025	24621	416 Pulte Homes	UREFUND-1	1	999-101700	.00	248.19	248.19
02/25	02/11/2025	24621	416 Pulte Homes	UREFUND-1	1	1	999-101700	.00	300.00	300.00
02/25	02/11/2025	24621	416 Pulte Homes	UREFUND-1	2	2	400-343300	.00	32.24	32.24
02/25	02/11/2025	24621	416 Pulte Homes	UREFUND-1	1	1	999-101700	.00	246.77	246.77
02/25	02/11/2025	24621	416 Pulte Homes	UREFUND-1	1	1	999-101700	.00	137.18	137.18

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
24628	02/25	02/26/2025	24628	646 Prosocial Media LLC	3012025	1	001-574-483	.00	1,650.00	1,650.00
Total 24628:										1,650.00
Grand Totals:										300,237.78

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
FEBRUARY 11, 2025**

**MONTVERDE TOWN COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 11, 2025, AT 7:00 P.M.**

TOWN COUNCIL MEMBERS PRESENT

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

STAFF

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

Attendance: 38

CALL TO ORDER AND OPENING CEREMONIES

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

PRESENTATION, ADMINISTRATIVE MATTERS AND DISCUSSION

Town Attorney Geraci-Carver read the Proclamation celebrating Montverde's 100th centennial.

CITIZENS QUESTION/COMMENT PERIOD

Bill Vanderwill, 16639 morningside drive, original plot and he would like a lot split.

Sally Tilley, 16702 Highland Avenue had an issue with the compactor Montverde Academy was using on the fields was causing their home to vibrate. Called the school, Town Manager, Mayor and Councilmember Hartle regarding this, no one was too concerned, not available, not home and did not receive a call until next day from Town Manager.

Mayor Wynkoop asked the Town Attorney if they could ban the use of these compactors in town.

Town Attorney Geraci-Carversaid she would look into it.

Councilmember Morganelli said this is what I talked about last meeting, it's the lack of service, quality of service. We need a standard.

Chris Reyes, 17701 8th St, Montverde FL has experienced poor quality service from staff.

Mayor Wynkoop stated Council needs to decide how we are going to address Town Hall.

Councilmember Womack – why don't you call them back to let them know they are on your list.

Councilmember Hartle has no problem with staff. Apologized to Sally, needs to be address by the Council. This is a problem with the compactors that I want to solve.

Councilmember Ley – Paul needs to put someone in charge. Paul does a great job, but we need to have a chain of command.

Banks Helfrich 9100 Sams Lake Road, Friday is Valentine's Day time to plant your spring garden.

DEPARTMENT & COMMITTEE REPORTS

Lake County Fire Chief, appreciates the attendance at the groundbreaking for the new facility and thank you for the great dinner – me and senior staff really enjoyed ourselves. When I told them you do these dinners every month he said Montverde is Americana!

Town Manager Larino's Report. None

Town Attorney Geraci-Carver Report. None

Town Planner Parks Report. None

Lake County Commission Report.

Glad to be part of today's groundbreaking at the new fire station.

Town Council Reports.

Allan

Councilmember Ley stated the groundbreaking was very nice. Last week I turned 75, its time to step down. Tonight will be his last meeting.

Councilmember Hartle was shocked at the news Councilmember Ley shared. He has done such a good job for the town. Tts been an honor and you will be missed.

Councilmember Morganelli stated it has been an honor to serve with Jim. My condolences to Paul for his Chiefs being beat by my Eagles.

Councilmember Womack told Councilmember Ley he would be missed. Asked for a status on Truskett Park.

Town Manager Larino stated it will probably be a year.

Mayor Wynkoop Report.

The Scouts are having their golden eagle dinner in March and I would like the council personally to purchase a table. It would be \$1500 – so \$300 each. All agreed. Several people in the audience would like to participate in the donation. Will get with Mayor regarding donation.

Mayor Wynkoop asked what the status is on the referendum the Council would like on the ballot in November. Town Attorney Geraci-Carver stated she is planning on having a draft in March, then to April and translated into Spanish to send to the Supervisor of Elections.

JANUARY FINANCE REPORT

Beginning Bank Balance	\$ 5,048,381.03
Revenues	\$ 4,738,922.24
Expenditures	\$ 3,337,898.57
Ending Balance	\$ 6,449,404.70
Pending Liabilities	\$ 303,147.14
Available Cash	\$ 6,146,257.56
Grant Clearing Account	\$ 0.00
Total Bank Balance	\$ 6,146,257.56

CONSENT AGENDA

Minutes of the Town Council Regular Meeting held January 14, 2025.

Minutes of the Special Meeting/Workshop held on January 28, 2025.

Councilmember Ley moved to approve the Consent Agenda. Councilmember Morganelli seconded. Consent Agenda approved 5-0.

DISCUSSION AND ACTION ITEM

Discussion on FEMA cleanup efforts and expenses

Town Manager Larino gave an update on the expense for Hurricane Milton clean up and work going on with FEMA. Stated he would need to do a budget amendment for this.

Councilmember Ley would like to see cyprus trees planted.

Discussion on Grants and Expenditures

Town Manager Larino presented a spreadsheet with a status of all grant money, amount of grant, expenditures and reimbursements of those expenses.

Mayor Wynkoop stated that we would get with Town Manager about details he would like on this report.

PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 2024-43 An Ordinance of the town Council of the Town of Montverde, Lake County, Florida, amending the town of Montverde's Comprehensive Plan pursuant to 163,3187, Florida statutes by amending the Comprehensive Land – Use plan designation from Town of Montverde Single-Family Medium to Town of Montverde Office, Residential, Commercial (ORC) on the future land-use map for the herein described property consisting of approximately 0.365 +/- acres; providing for severability and scrivener's errors; directing the Town Manager to amend said Comprehensive Plan; repealing all Ordinances in conflict herewith; providing for the forwarding of this Ordinance to the State of Florida Department of Economic Opportunity; and providing for an effective date.

Town Attorney Geraci-Carver read the Ordinance No 2024-43 by title only.

Mayor Wynkoop explained this is the Ordinance from the last meeting regarding the coffee shop/social meeting place.

Town Planner Parks gave an overview of the request.

Mayor Wynkoop opened the public hearing.

Chris Reyes, 17701 8th St, Montverde FL has a problem with construction and sidewalks.

Mayor Wynkoop closed the public hearing.

Alan Lait, 17569 asked if there is going to be a drive thru.

Theresa Kays, applicant stated there will be no changes to home.

Councilmember Hartle moved to approve Ordinance No. 2025-43. Councilmember Ley seconded.

Ordinance No. 2024-43 approved 5-0

ORDINANCE NO. 2024-42 An Ordinance of the Town Council of the Town Of Montverde Changing The Zoning Designation Of Real Property Owned By Michael And Marie Theresa Kay And Located At 17510 County Road 455, Montverde, Lake County, Florida From A Single-Family Medium Density (R1m) To Office, Residential, Commercial (Orc); Providing For Directions To The Town Manager; Providing For Severability And Scrivener's Errors; Providing For Conflict; And Setting An Effective Date. (Second Reading)

Town Attorney Geraci-Carver read the Ordinance No 2024-42 by title only.

Mayor Wynkoop explained this is the other half of the previous Ordinance which changes the zoning of the property.

Mayor Wynkoop opened the public hearing.

No comments

Mayor Wynkoop closed the public hearing.

Councilmember Ley moved to approve Ordinance No. 2025-42. Councilmember Morganelli seconded. Ordinance No, 2024-42 approved vote 5-0.

RESOLUTION NO. 2023-87 A Resolution of the Town Council of the Town Of Montverde, Florida, Granting a Conditional Use Permit In a R-1I Single-Family Low Density Zoning District in The Town of Montverde to permit an outdoor storage business for Boats, RVs, and Trailers on the herein described property generally located at Fosgate Road and Ridgewood Avenue, Montverde, Florida, owned by Parque Verde, LLC; providing for conditions; providing for an expiration date; and providing for an effective date.

Town Attorney Geraci-Carver read the Resolution 2023-87 by title only.

The Applicant, Grant Roberts requested a continuance until March 11, 2025.

Mayor Wynkoop opened the public hearing.

No one spoke in favor of or against the Resolution.

Mayor Wynkoop closed the public hearing.

Mayor Wynkoop moved to table Resolution No. 2023-87 to March 11, 2025. Councilmember Morganelli seconded. Resolution No. 2023-87 tabled 5-0.

ORDINANCE NO. 2024-44 An Ordinance Of The Town Council Of The Town Of Montverde, Florida, To Change The Zoning From Lake County Agriculture To Town Of Montverde Single-Family Residential PUD for the herein described property owned By Montverde Landco, LLC And Located North Of Osgood Road, West Of Lake Apopka And Partially East Of Kirk Island Rd; Directing The Town Manager To Amend The Zoning Map As Herein Provided After The Passage Of This Ordinance; Approving Variances From Town Code With Conditions; Providing For Severability; Repealing All Ordinances In Conflict Herewith; Providing For Scrivener's Errors, And Providing For An Effective Date.

Town Attorney Geraci-Carver read the Ordinance No 2024-42 by title only.

Mayor Wynkoop explained this is Ordinance for the Osgood property which we tabled at the last meeting.

Applicants; Tom Settle, Brian Canin, Canin & Associates, Brian Ashbee, Kimley Horn, Morris Osborn, Attorney all spoke for the Development.

Councilmember Ley said pedestrian safety is an issue.

Mayor Wynkoop opened the public hearing.

No comments

Mayor Wynkoop closed the public hearing.

Mayor Wynkoop asked Why do you want to PUD?

Tom Settle stated we get better design, landscape, trail the land itself, multi functional, habitate, none of which is required in straight zoning. Better product, more work, lot sizes, negotiated in a PUD.

Town Planner Parks, stated with straight zoning advantage for developer but PUD gets less lots in development with trails, sidewalks, curbs, etc.

Christian Reyes, 17701 8th street, disagree with the property being changed from Agriculture, homeless issue in the area.

Christy Anthony, Kirk Island Lane you are not allowed to block people into their property which you are doing with the easement.

George Gansenmuyller, 17740 Neal this is just a map, doesn't show the sewage treatment being drained in our yards.

Pam Cox 17705 Broad Street, those people are going to use our boat ramp, they need to give the town land for parking.

Randy ellman 16603 lowry , I have dealt with zoning and etc. PUD benefits only the Developer.

Ray Hoffman 17609 Windy Pine Street are we putting docks in their or are they going to beach their boats and ruin our beaches.

Matthew Bauman 1122 Imperial Eagle Street, Groveland attended these meetings a lot is that you work as a team and you treat everyone fairly. The area usually has wider lots.

Brian Rubio 16750 Magnolia Terrace early the Town Attorney read a proclamation regarding the 100 year anniversary. The consenses is this development is not what the town has been in the past. Roads are in bad shape and the construction trucks are going to degrade the roads more, not including all the other vehicles. Where is the traffic study, are they based on national average. Montverde Academy is trying to eliminate the lower age children from crossing the street during lunch hour, they see what is going to happen.

Jim Oliveri 17727 Sugar Pine Way, you need to think about what this is about, what you are actually voting on today.

Mayor Wynkoop closed the public hearing

Substandard roads would be repaired after construction is done.

Councilmember Womack wants a safety study for feet on the ground.

Morris Osborn attorney spoke in regards to the easement.

Councilmember Ley thought the easement had been settled.

Tom Settle stated we asked Mr. Anthony if he would use our roads for getting to his property. He did not want to do that. We asked him if we could relocate. He said yes. So we hired engineers and consultants and came back with a plan to relocate and Mr. Anthony said he changed his mind.

Brian Ashbee spoke in regards to the easement, reclaim water, reclaim water going along edge of property lines. We are proposing the Distributed Wastewater system after it leaves the tank it is meeting state requirements before it goes to drainfield to percolate into the ground. We are not irrigating with wastewater. We are using water from Lake Apopka.

There was extensive discussion.

Tom Settle asked what are the issues?

Town Planner Parks requirements of the dry lines, traffic study, width of the road for fire trucks and public safety.

Town Manager Larino, roads, access easement, parking, lot size and the Montverde "flavor" of the development.

Mayor Wynkoop moved to deny Ordinance No. 2024-44. Councilmember Morganelli seconded.
Ordinance No. 2024-44 denied with a roll call vote:

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

REMINDERS AND ADJOURNMENT

Motion to Adjourn

Mayor Wynkoop moved to adjourn. Councilmember Morganelli seconded.

Meeting Adjourned 10:40 p.m.

Joe Wynkoop, Mayor

Attest:

Sandra Johnson, Town Clerk

MINUTES OF THE SPECIAL MEETING FEBRUARY 25, 2025

**MONTVERDE TOWN COUNCIL
SPECIAL MEETING MINUTES
FEBRUARY 25, 2025, AT 6:30 P.M.**

TOWN COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

Paul Larino, Town Manager
Anita Geraci-Carver, Town Attorney
Caroline Trepanier, Administrative Assistant

CALL TO ORDER AND OPENING CEREMONIES

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

DISCUSSION AND ACTION ITEM

- **Discussion of the Town's CUP Permit for Potable Water System**

Mayor Wynkoop gave a brief explanation.

Leslie Dumas with Woodard & Curran introduces herself as the one to prepare the CUP application renewal & refers to slides on the PowerPoint presentation, she then provides an extensive explanation of the meaning of Consumptive Use Permit and the requirements.

Town Manager Larino further explains the definition of CUP.

Leslie Dumas explains the next slide on the timeline of our CUP Renewal & the requests from the St John's River Water Management District (SJRWMD), she states the current status of these requests as well as the documents submitted to SJRWMD.

Scott Shannon with Woodard & Curran further explains the calculations on growth and population.

Leslie Dumas highlights the Montverde Service Area Water Demand Projections and the current (2023) water production and goes on to explain the next slide regarding the Conservation and Alternate Water Supply.

Councilmember Morganelli asks how the projections were calculated.

Leslie Dumas explains CFWI and states that she is not sure how the projections were calculated.

Town Manager Larino requests for the Council to review the alternatives such as the water storage tank and also states that additional research is needed and further explains the alternatives and the facility plan and requests direction from Council on next steps.

Leslie Dumas explains an issue with the non-metered water irrigation & a well installation.

Town Manager Larino states that if a well is installed it would be for the smallest portion as he would not want to disturb the water here as we have great water.

Leslie Dumas states that it can be redirected from one place to another.

Town Manager Larino says this is the easiest way to satisfy the requirement but not necessarily the best scenario and is the most expensive.

Scott Shannon agrees with Town Manager Larino and goes on to explain that a permit would be needed and compares the old process to this new standardized process and states that he wants to do what is in the Town's best interest.

Town Manager Larino agrees and explains that the future population calculations may be on the higher side however, this is preferred as he wants to make sure that the permit is good for at least 20 years as it is very expensive and has been a very lengthy process.

Leslie Dumas agrees that a higher number is best and leaves room for negotiating.

Councilmember Morganelli inquires on the effect of using a higher and if anticipating this kind of population could potentially affect us far as legal reasons.

Town Manager Larino states that we are not under obligation to go to the predicted population amount, he states that looking at other districts as we may at some point take over their well or they may become part of our CUP as they may have further development in the future. Also explains about the upcoming water tower and well & water treatment,

Councilmember Womack asks if the water to be pulled in from new wells and new systems is figured into the numbers presented.

Town Manager Larino asks if Council Member Womack is referring to the well that they are going to build.

Councilmember Womack let's start with the lower.

Town Manager Larino states that we do not have a lower well as it would affect the upper withdrawals.

Councilmember Womack & Town Manager Larino discussed that they are separate permits.

Councilmember Womack asks if we can mix and match our options.

Town Manager Larino says he would encourage you to mix and match the options.

Leslie Dumas agrees on mixing and matching the options but states that we have to separate out the CUP; one for potable use and one for non-potable use and further explains the reason.

Councilmember Womack asks if there was a conversation about water retention when the butterfly garden was started and if this helps the situation.

Town Manager Larino confirms the \$900,000 tank from the Hills of Montverde and that it was hooked on our water system and mentions a scheduled meeting with the builder on Thursday. He also states that it will be installed this spring and explains its uses.

Councilmember Womack states that Town Manager Larino mentioned Four Lakes, Franklin Pond and Lake Florence, and proceeds to ask about the possibility of pulling water from those sources.

Town Manager Larino confirms this to be a possibility and mentions that Lake Florence was a recommendation.

Councilmember Womack asks where they fall.

Town Manager Larino states that they would fall in the Lake Apopka service water use, explains on the service water usage.

Councilmember Womack asks which option is most feasible.

Leslie Dumas states that this is what they are trying to decide.

Councilmember Womack asks if there is a ballpark guess.

Leslie Dumas states that there is not a ballpark number.

Town Manager Larino states that he cannot throw out a general number as he is still collecting knowledge, however, states that it could be \$2 million.

Scott Shannon states that the costs have increased and that it could be one million plus.

Town Manager Larino states that it depends on whether this should be on the potable side and further states that there is grant money for this and explains how the well would function and how it would service both the non-potable and potable water and further explains the CUP.

Councilmember Hartle mentions that the surrounding municipalities are going to the sewer system and asks about the percentage of water being processed through their CUP.

Scott Shannon states that he does not have the answer to this question.

Councilmember Hartle inquires on well measurement restrictions and states that a bigger well is preferable as it would provide us with more options. He further asks if there are restrictions on St Johns and how deep you can dig.

Leslie Dumas states that there are no restrictions, and a permit would be created and showing the preliminary design, the diameter and depth.

Town Manager Larino states that we would be in good shape with a well running full speed to supply water with the new tank.

Councilmember Hartle brings up the water shortages in previous years and mentions the Central Florida growth and asks what is being done.

Leslie Dumas states that many municipalities around the state are putting in lower aquifer wells and explains further.

Councilmember Hartle explains how the lower Florida cities are keeping up with the water demands.

Leslie Dumas further emphasizes the positives of the CUP reliable water supply.

Town Manager Larino explains the many benefits of the CUP and how it could also benefit the surrounding cities the importance of utilizing our neighbors.

Councilmember Hartle asks if the St. Johns formulation accounts for the wet and dry years and if the change in consumption was taken into consideration when calculating the water usage.

Leslie Dumas states that average amounts from the past five years are used.

Councilmember Hartle further shares concerns regarding the possibility of wet & dry years and the calculations.

Town Manager Larino asks Council to affirm both options as part of the CUP alternative.

Mayor Wynkoop asks about the consequences of going over the CUP.

Leslie Dumas states that there would be fines if you consistently use more than the CUP and provides further explanation.

Mayor Wynkoop asks if Leslie Dumas has seen other cities go over the CUP.

Leslie Dumas states that she had not researched this.

Scott Shannon explains how they are keeping track and how it would be communicated.

Leslie Dumas states that the tracking is month-to-month and further explains on water conservation planning.

Mayor Wynkoop inquires on how the well water is billed & calculated.

Leslie Dumas states that the water meters are recording the amounts and sending the findings to St John's.

Mayor Wynkoop asks if our outside vendor reads the meters and reports.

Town Manager Larino confirms and explains further.

Mayor Wynkoop states that there is a mystery to how much is pumped and how much is billed.

Leslie Dumas shares information on the different buckets of water and how they are added and compared to the water totals and water loss.

Town Manager Larino states that there is a percentage allowance for unaccounted water, and he thinks the percentage is around 15%.

Leslie Dumas states that nationally the percentage allowed is around 10% to 12%.

Councilmember Womack inquires on our percentage.

Leslie Dumas states that she believes it to be 10%.

Town Manager Larino confirms it to be 10% or 11%.

Councilmember Womack inquires on the reason for this percentage.

Town Manager Larino explains the different reasons for unaccounted water.

Mayor Wynkoop mentioned the change in the multiple town meters and how this aided in the unaccounted water and billing discrepancies and asked if 15% of unaccounted water was acceptable.

Leslie Dumas stated that this would be slightly high as a percentage of 10% to 12% & is preferred and confirms that we fall within those percentages.

Mayor Wynkoop asked about the permits and the guidelines to put in a four inch well.

Leslie Dumas mentions the regulations of small individual wells.

Mayor Wynkoop asked if we could sell excess water and discuss the different scenarios.

Leslie Dumas, Town Manager Larino & Mayor Wynkoop are conversing on this topic.

Mayor Wynkoop asked how everyone felt about fluoride in the water and further elaborates on this topic.

Town Manager Larino provides additional information about the content of the Town's water and further explains.

Councilmember Hartle asks if we use chlorine gas.

Town Manager Larino further explains that chlorine gas is not being used and explains the safety reasons.

Mayor Wynkoop asks if every city has a 20 Year CUP renewal.

Leslie Dumas explains the benefit of a 20 Year CUP as opposed to a 10-year CUP.

Mayor Wynkoop asks about the CUP renewal costs.

Town Manager Larino states that an approximate amount of \$120,000.

Scott Shannon explains that it may have been under \$180,000 and further explains on the all the needed paperwork.

Mayor Wynkoop states that a 20 year would indeed be more cost effective.

Leslie Dumas states that adding new wells would call for a redo or update of the CUP.

Mayor Wynkoop mentioned the wells in the hills of Montverde.

Town Manager Larino confirms that there is a well and he thinks it may be a six inch well, however, it is not hooked to our current system and does not have a CUP allocation.

Leslie Dumas discusses the well options.

Town Manager Larino states that we own the wells.

Leslie Dumas discusses the CUP and adding the wells and negotiating with the Water Management District.

Mayor Wynkoop asked if the well is dormant.

Town Manager Larino confirms that the well is dormant and explains the reason.

Mayor Wynkoop inquires on the use should there be a need.

Town Manager Larino stated that it would have to be included in our DEP Permit and that it would have to be chlorinated and there is a possibility we could work on turning it on and further discusses the wells.

Mayor Wynkoop asked if we could use the well should we absolutely need to.

Town Manager Larino confirms that we could utilize the well, however, the permitting could take longer than fixing it but confirms that it is an option and the reason we own it.

Councilmember Hartle asks if a well belongs to the Developer until the development is finished & if it would then get turned over to the Town.

Leslie Dumas stated that we do ask the Developer if they have a CUP associated with the well and if it can be turned over to the Town.

Town Manager Larino provides an extensive explanation of the possible option of purchasing wells from farms with an active CUP and explains that he is exploring this option with Leslie Dumas of Woodard & Curran.

Councilmember Womack asks for further clarification on whether the well would be utilized to pump water with the CUP, or can the CUP be folded into ours and we can pump that amount of water out of our existing wells.

Leslie Dumas says that she believes that the CUP can be folded into ours, however, the CUP would have to be amended & provides further explanation.

Councilmember Hartle asks Leslie Dumas if those wells are usually there for irrigation & non-potable purposes or do they flip into your potable water.

Leslie Dumas provides an explanation regarding the different wells & their requirements.

Town Manager Larino states that direction is needed and that he is looking at both options as well as negotiating within the permit.

Councilmember Morganelli, Town Manager Larino & Mayor Wynkoop briefly discuss cost analysis. Scott Shannon states that he will evaluate the costs.

Leslie Dumas further explains the alternative Water Supply Study and shares that it will assist them in determining the technical and economical piece.

Mayor Wynkoop & Leslie Dumas briefly discuss options.

Councilmember Morganelli explains the impact of different size wells.

- **Update & Discussion of the Town's CUP Permit for Potable Water System**

Mayor Wynkoop asks Town Manager Marino if he is ready for the Storm Water Project update.

Town Manager Larino provides a detailed explanation of the first slide of the Storm Water Project which is Project # 1 and further explains the grants and states that time is of the essence. He asks if anyone has comments and if they are in agreement with this being the good first project.

Mayor Wynkoop asks about the retention.

Town Manager Larino states that there could be several and further explains the different options.

Mayor Wynkoop states that 10th Street would be a good retention area.

Town Manager Larino states that he will further research this area.

Mayor Wynkoop further explains on the field by 10th Street.

Town Manager Larino addresses the pictures on the slides showing an idea of how the islands on 455 could resemble.

Councilmember Morganelli inquires about Fred's identity, previously mentioned by Town Manager Larino, while providing a detailed explanation of the Storm Water Project # 1.

Town Manager Larino explains that Fred is the Public Works Director for Lake County.

Councilmember Morganelli asks Town Manager Larino for further clarification on the retention pond area in Project One.

Town Manager Larino provides further explanation.

Mayor Wynkoop states that the school has a large retention idea.

Town Manager Larino provides further explanation of the possible areas that could be used for water retention.

Mayor Wynkoop mentions the knowledge of the Engineers.

Town Manager Larino asks if the council is okay to move forward with the Storm Water Project # 1 of the Storm Water Projects so that he can start the process.

Council is in agreement.

Councilmember Morganelli asks about the details.

Town Manager Larino states that he has a kickoff meeting tomorrow for the Storm Water Facility Plan and proceeds to the next slide regarding the Storm Water Project # 2 – Franklin area and provides an extensive explanation of this project.

Councilmember Hartle explains that Hickory Rd appears to have a water retention issue.

Town Manager Larino asks if everyone is in favor.

Council is in agreement.

Town Manager Larino brings up the next slide of the presentation which illustrates Storm Water - Project 3 and provides an extensive explanation.

Mayor Wynkoop asks about a specific area.

Town Manager Larino explains that this area will be reviewed with Project # 1 and further explains the process.

Town Manager Larino asks if everyone agrees to move forward with all 3 Storm Water Projects and briefly discusses the facility plan.

Councilmember Hartle asks Town Manager Larino for the intent about a specific area by the park on Project # 3.

Town Manager Larino states that this would be a perfect place for storm water filtration boxes and further explains the plan & process, states that he does not have anything further.

- **Grant Update**

Mayor Wynkoop states that the next information shows the Grant Reimbursement Tracking.

Town Manager Larino explains the provided Grant Reimbursement Tracking breakdown.

Mayor Wynkoop asks for additional clarification regarding the Lake County Federal ARPA in the amount of \$5,000,000 listed on the tracking sheet.

Town Manager Larino provides additional clarification regarding the Lake County Federal ARPA Grant reimbursement.

Mayor Wynkoop states that he wanted to make sure he understood the breakdown.

Town Manager Larino confirms that the money was not yet fully returned to Lake County and explained the process.

Mayor Wynkoop asks for further clarification on the Grant Reimbursement Tracking.

Town Manager Larino mentions the very detailed spreadsheets used for tracking and that they are available at any time.

Mayor Wynkoop stated that he wanted to make sure that we have all the records.

Town Manager Larino explains the process of grant reimbursement as well as the tracking sheet.

Mayor Wynkoop states that the information is acceptable and asks the other Council Members.

Town Manager Larino states that the Grant Reimbursement Tracking Sheet will be included with the Council Packets moving forward and encourages the Council Members to review the books anytime.

- **Discussion of the Town's 100 Year Anniversary & Budget**

Town Manager Larino discusses the upcoming Town Events and highlights the Town's 100th Anniversary celebration.

Town Manager Larino requests for a Special Event Budget increase in the amount of \$25,000 for the Town of Montverde for this year and further discusses the Town events.

Council Members further discuss the upcoming Town events.

Town Manager Larino asks for approval to move forward with the increase in budget.

Council is in agreement.

Town Manager Larino & Council further discuss all upcoming Town events.

REMINDERS AND ADJOURNMENT

Mayor Wynkoop moved to adjourn. Councilmember Morganelli seconded.
Meeting adjourned 8:15 p.m.

Joe Wynkoop, Mayor

Attest:

Caroline Trepanier, Admin

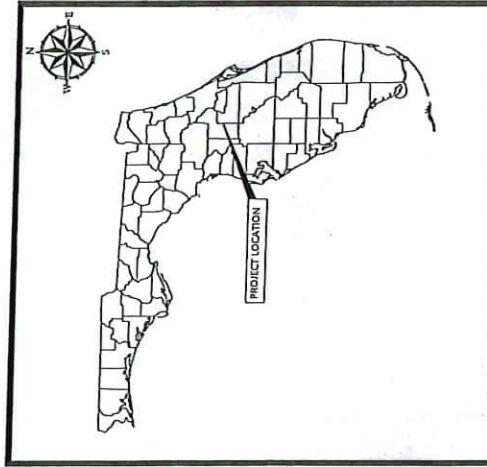
DISCUSSION AND ACTION ITEMS

TOWN OF MONTVERDE

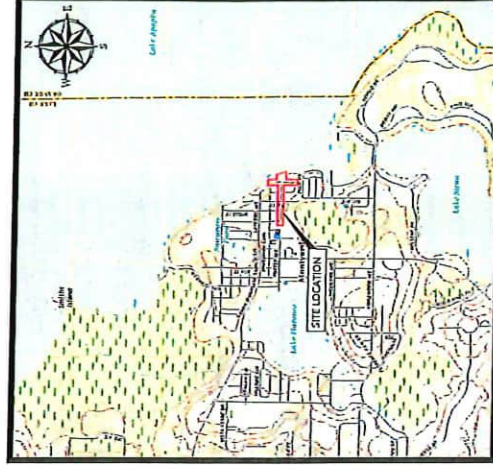
MONTVERDE, FLORIDA 34756

STORMWATER IMPROVEMENTS DESIGN PHASE 2

NOT FOR CONSTRUCTION
FEBRUARY 2025



PROJECT LOCATION MAP
NOT TO SCALE



SITE LOCATION MAP
SOURCE: USGS TOPO QUADRANGLE
SCALE: 1"=250'

Sheet No.	Sheet Description
0001	GENERAL NOTES
0002	GENERAL NOTES
0003	GENERAL NOTES
0004	GENERAL NOTES
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0100	GENERAL NOTES

Woodward & Curran
1111 West Washington Avenue, Suite 200
Tampa, FL 33606
813.241.1234

MONTVERDE FLORIDA

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NOT FOR CONSTRUCTION

PROJECT NAME: TOWN OF MONTVERDE, FLORIDA 34756
STORMWATER IMPROVEMENTS
DESIGN PHASE 2

NO.	REVISION	DATE	BY	CHKD.
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3	ISSUED FOR PERMIT	02/10/2025	W&C	W&C
4	ISSUED FOR PERMIT	02/10/2025	W&C	W&C
5	ISSUED FOR PERMIT	02/10/2025	W&C	W&C
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9	ISSUED FOR PERMIT	02/10/2025	W&C	W&C
10	ISSUED FOR PERMIT	02/10/2025	W&C	W&C

COVER SHEET

PROJECT NAME: TOWN OF MONTVERDE, FLORIDA 34756
STORMWATER IMPROVEMENTS
DESIGN PHASE 2

DATE: 02/10/2025
BY: W&C
CHKD.: W&C

SCALE: 1"=250'

PROJECT NO: G-000



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Figure 1

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TOWN OF MONTERE
MONTERE, FLORIDA 34756

[illegible]

FOR INFO	WILLIAMS
DATE	FEBRUARY 28/85
LOCAL	1400 TO 1500
DISCUSSED BY	JC
ORIGINATED BY	WLA
CREATED BY	NOT
REVISIONAL	WILLIAMS CONTINUED

CIVIL
LEGEND & ABBREVIATIONS

C-001

PROPOSED

EXISTING

[illegible]

MATCHLINE SEE SHEET C-XXX

ABBREVIATIONS:

[illegible]

(SOUTHEASTERN) EXISTING TREE LEGEND

13. TRUNK DIAMETER IN INCHES
MEASURED AT CHEST HEIGHT

• PALM • CACTACEAE

• TREE

C1 • CAMPHOR
C2 • CEDAR
M1 • MAGNOLIA
M2 • MAPLE
P1 • PINE
P2 • PINE
S1 • SPANISH
UP • OLEIFER ARISTOLE

PROPOSED

EXISTING

[illegible]

MATCHLINE SEE SHEET C-XXX

(SOUTHEASTERN) EXISTING TREE LEGEND

13. TRUNK DIAMETER IN INCHES
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• PALM • CACTACEAE

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C1 • CAMPHOR
C2 • CEDAR
M1 • MAGNOLIA
M2 • MAPLE
P1 • PINE
P2 • PINE
S1 • SPANISH
S2 • OLEIFOLIATE

GENERAL NOTES,

- [illegible]

EXISTING CONDITIONS INFORMATION

- [illegible]

DEMOLITION NOTES

1. A firm is a group of individuals who have agreed to share the benefits of their joint efforts. The firm is a legal entity that is separate from the individuals who own it.
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UTILITIES NOTES

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SEEDING & EROSION CONTROL NOTES

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CONSTRUCTION NOTES



1. INSTALLATION OF DESIGN AND TENDON CONTROL CHAIRS AS INDICATED ON THE PLANS
2. QUANTIFICATION AND RELAXATION OF EXISTING PARALLEL CHAIRS, TRUSS, VERTICAL, ETC
3. STEP AND STODOL TRUSS/SLAB BEHAVIOR ON ONE STRUTTED AREA

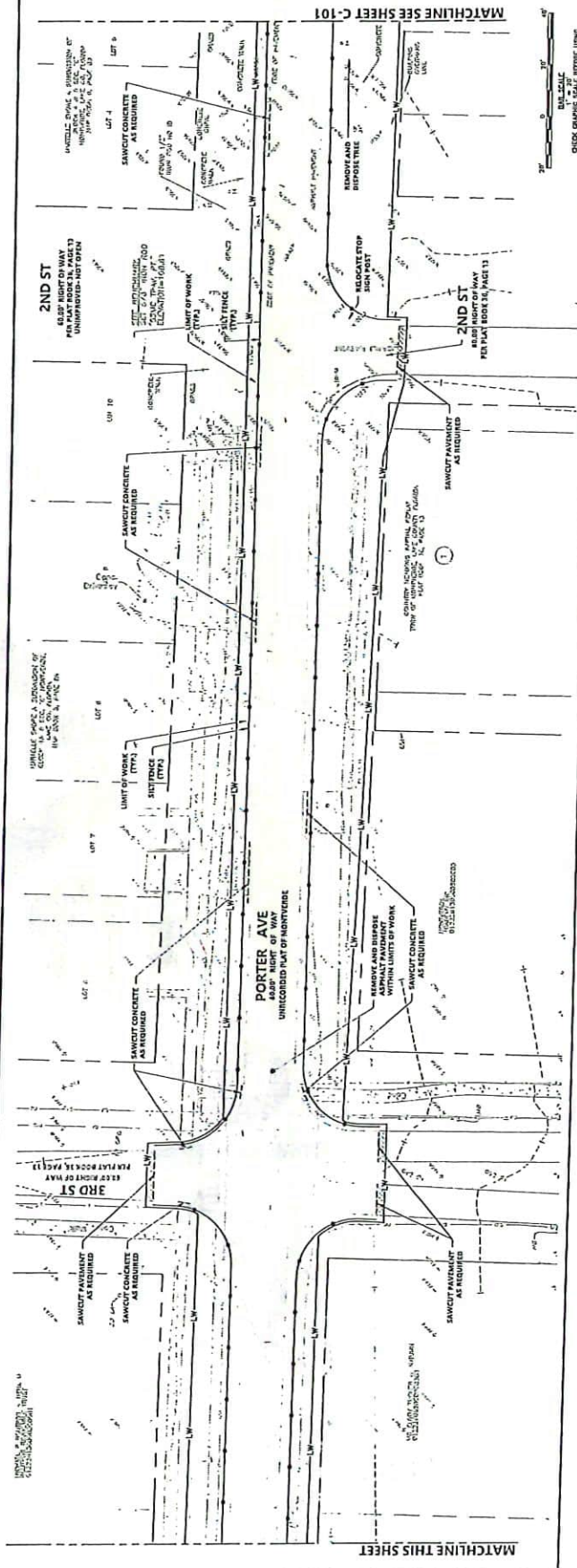
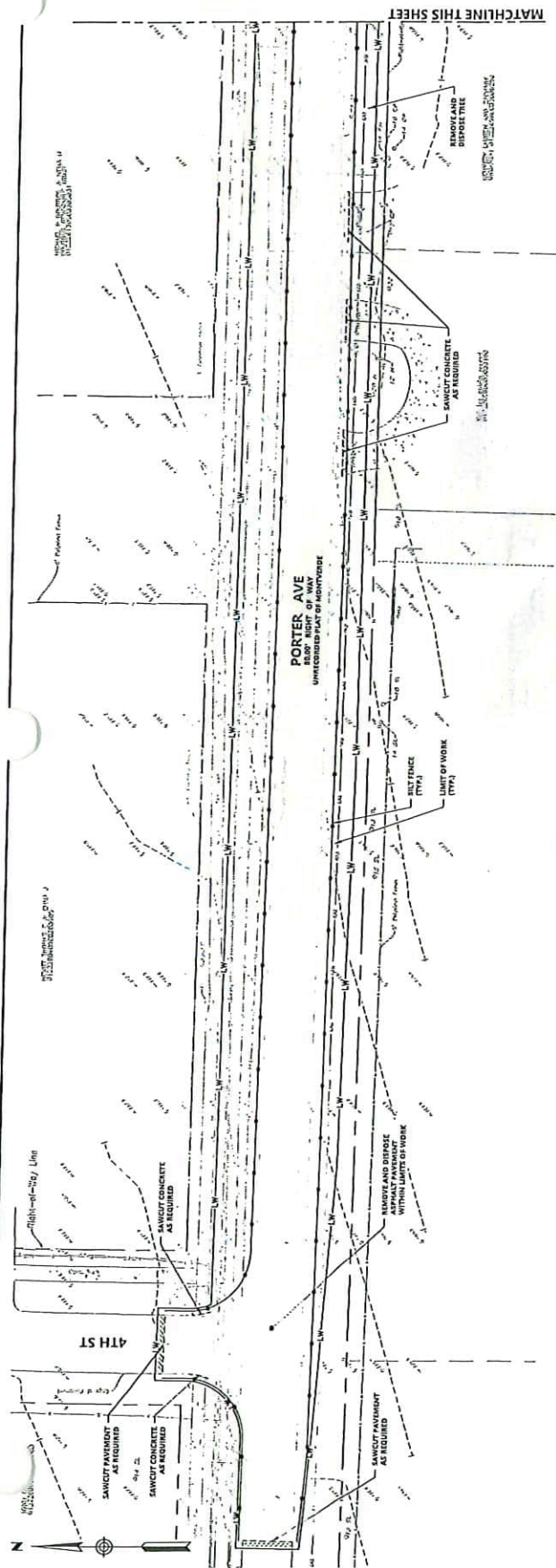
GRADING AND DRAINAGE NOTES

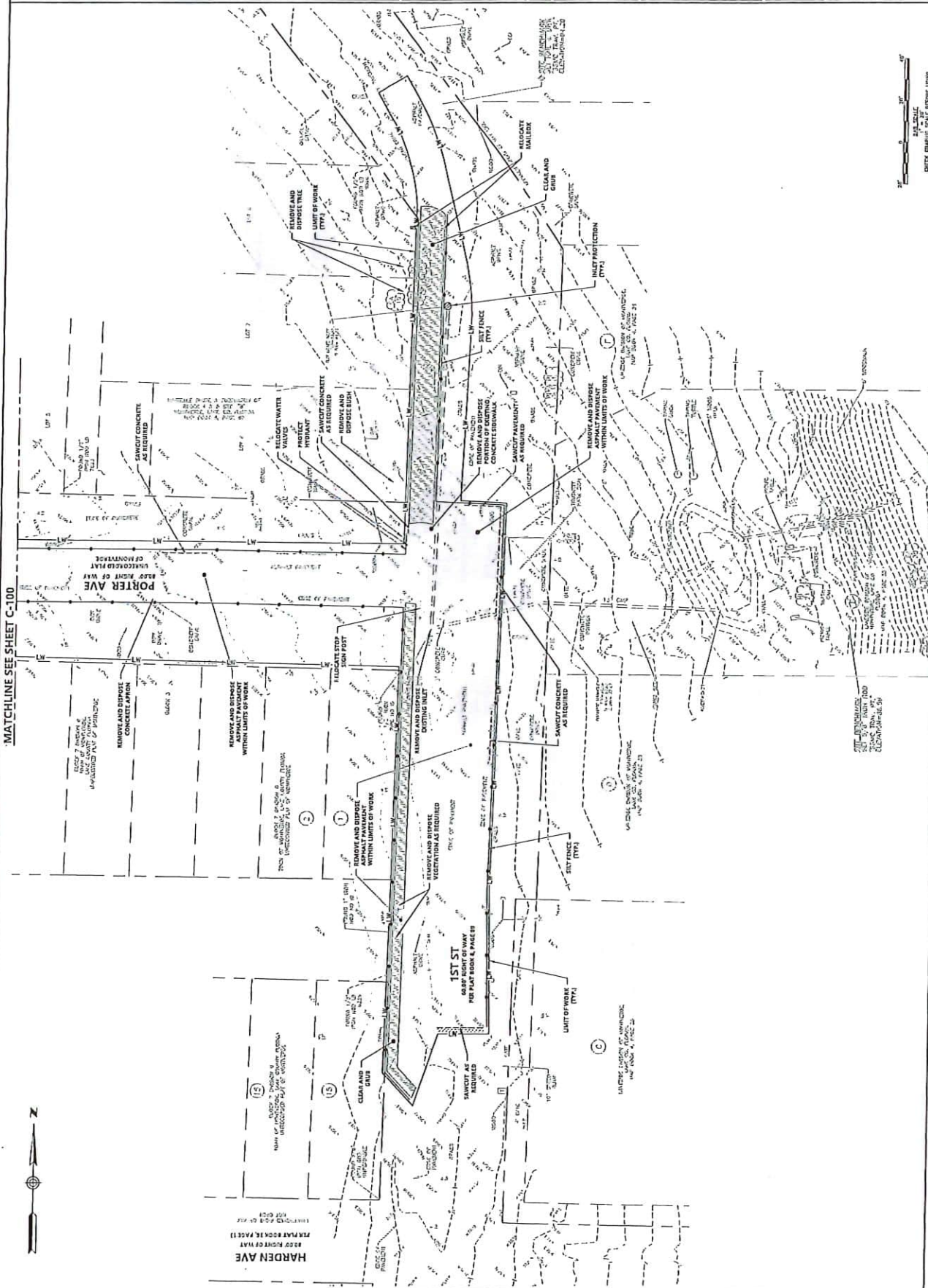
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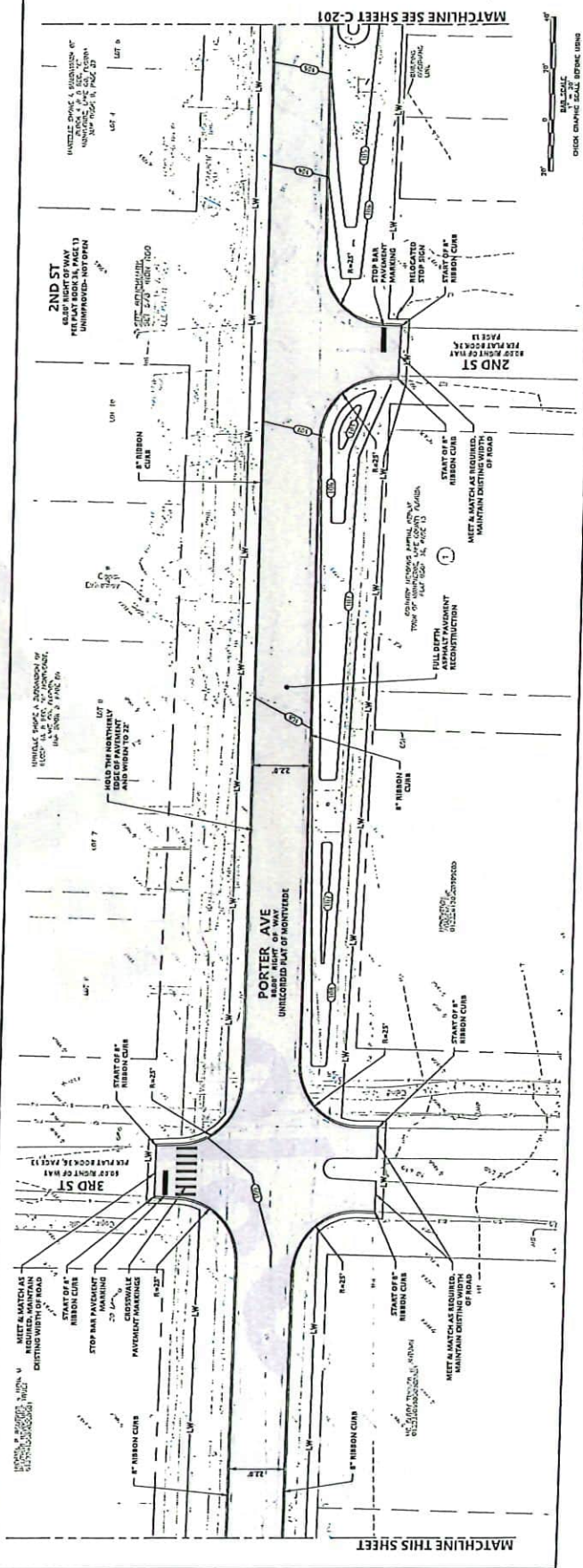
LAYOUT AND MATRI

1. FINALLY A LEADER OF PRACTICE PLANNING AND ACTION. (UNDERSTANDING AND JOINT COMMITMENT TO A COMMON GOAL, DEVELOPMENT OF A STRATEGY, AND A COMMITMENT TO FOLLOW THROUGH ON THE STRATEGY, MUST PRECEDE ANY ATTEMPT AT IMPROVING THE PRODUCT.)
2. WORKING IN PAIRS. (IT'S EASIER TO LEARN FROM ONE ANOTHER THAN TO TRY TO LEARN FROM AN ENTIRE ORGANIZATION OF PEOPLE.)
3. VERY DIFFICULT TO FIND OUT HOW TO RELATE TO THE OTHERS. (IT'S EASIER TO FIND OUT HOW TO RELATE TO THE OTHERS, AND WHAT TO EXPECT FROM THE COMPANY AND THE MARKET, THAN TO FIND OUT HOW TO RELATE TO THE OTHERS.)
4. ALL PARTS OF THE ORGANIZATION ARE INVOLVED. (IT'S EASIER TO FIND OUT HOW TO RELATE TO THE OTHERS, AND WHAT TO EXPECT FROM THE COMPANY AND THE MARKET, THAN TO FIND OUT HOW TO RELATE TO THE OTHERS.)
5. ALL PARTS OF THE ORGANIZATION ARE INVOLVED. (IT'S EASIER TO FIND OUT HOW TO RELATE TO THE OTHERS, AND WHAT TO EXPECT FROM THE COMPANY AND THE MARKET, THAN TO FIND OUT HOW TO RELATE TO THE OTHERS.)

 <p>Woodward & Curran</p> <p>W-11 Hunt Viewpoint to Island, June 2007 BPA# 001-11000000000000000000</p> <p style="font-size: small;">Approved for Release by the Client on 06/20/07</p> <p style="font-size: x-small;">THIS DOCUMENT IS THE PROPERTY OF WOODWARD & CURRAN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.</p>		<p>DATE: 06/20/07</p> <p>DRAWN BY: JAC</p> <p>CHECKED BY: JAC</p> <p>APPROVED BY: JAC</p> <p>TITLE: MONROE COUNTY STORMWATER INFRASTRUCTURE DESIGN PHASE 2</p>	<p>NOT FOR CONSTRUCTION</p> <p>PROJECT NO:</p> <p>TOWN OF MONTEVERDE MONTEVERDE, FLORIDA 34756</p> <p>STORMWATER INFRASTRUCTURE DESIGN PHASE 2</p>		<p>CIVIL GENERAL NOTES</p>	<p>C-002</p>
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1/1/2018

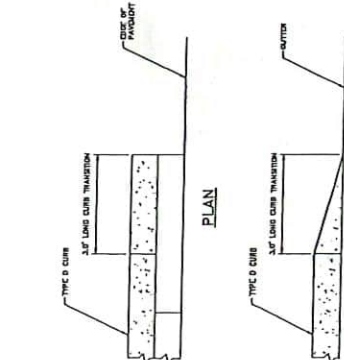
NOT FOR CONSTRUCTION

TOWN OF MONTVERDE
MONTVERDE FLORIDA 33575
IMPROVEMENTS DESIGN
PHASE 2

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4	FOR CONSTRUCTION	1/1/2018
5	FOR CONSTRUCTION	1/1/2018
6	FOR CONSTRUCTION	1/1/2018
7	FOR CONSTRUCTION	1/1/2018
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9	FOR CONSTRUCTION	1/1/2018
10	FOR CONSTRUCTION	1/1/2018

CIVIL
DETAILS 1

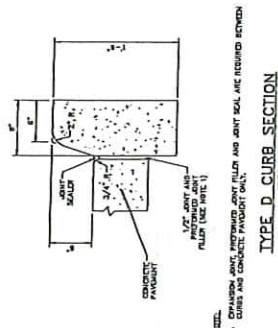
C-900



TYP C CURB
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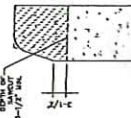
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- GENERAL NOTES:**
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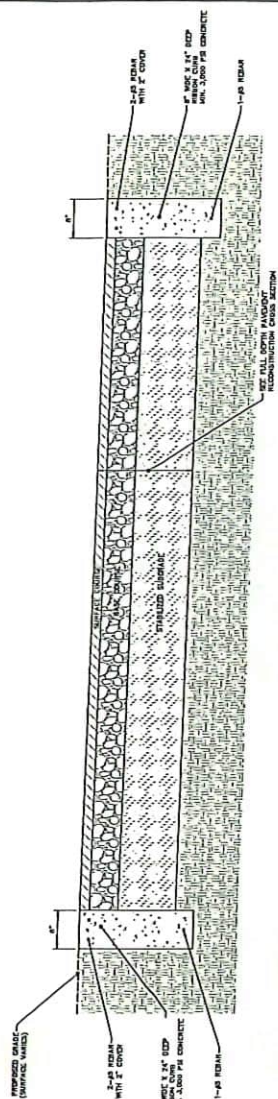


TYPE D CURB SECTION
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- NOTES:**
1. CURBS AND GUTTERS SHALL BE CONSTRUCTED FROM 3,000 PSI CONCRETE, 28 DAYS.

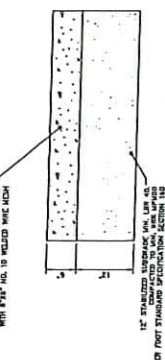


**TYP CONTRACTION JOINT
DETAIL FOR TYPE D CURB**
1/1\"/>



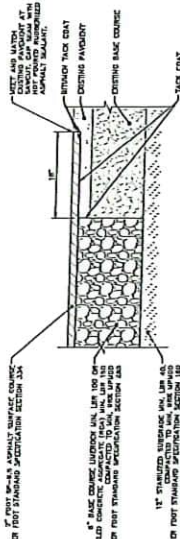
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- NOTES:**
1. CONCRETE RIBBON CURB SHALL BE CONSTRUCTED FROM 3,000 PSI CONCRETE, 28 DAYS.




- NOTES:**
1. REFER TO GEOTECHNICAL INVESTIGATION REPORT PREPARED BY UNIVERSAL ENGINEERING, INC. FOR SOIL CONDITIONS AND RECOMMENDATIONS FOR FOUNDATION DESIGN AND CONSTRUCTION.

DRIVEWAY CONCRETE PAVEMENT
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- NOTES:**
1. REFER TO GEOTECHNICAL INVESTIGATION REPORT PREPARED BY UNIVERSAL ENGINEERING, INC. FOR SOIL CONDITIONS AND RECOMMENDATIONS FOR FOUNDATION DESIGN AND CONSTRUCTION.

FULL DEPTH PAVEMENT RECONSTRUCTION
1/1\"/>



Woodard & Curran
1111 South Woodard Avenue, Suite 400
Boca Raton, Florida 33432
Tel: 561.995.1100
Fax: 561.995.1101
www.woodardcurran.com



FLORIDA
DEPARTMENT OF
TRANSPORTATION

NOT FOR CONSTRUCTION

DESIGNED BY: J. CURRAN
CHECKED BY: J. CURRAN
DATE: 10/1/2024

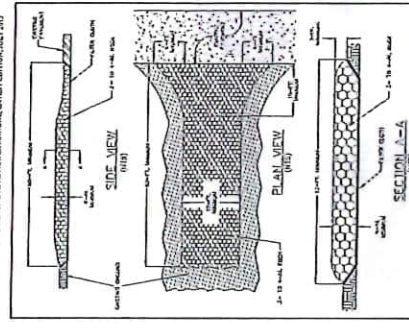
CIVIL
DETAILS 2

C-901

STATE OF FLORIDA LAND ENGINEERING & SURVEYING MANUAL LATEST EDITION, JULY 2013

NOT TO SCALE

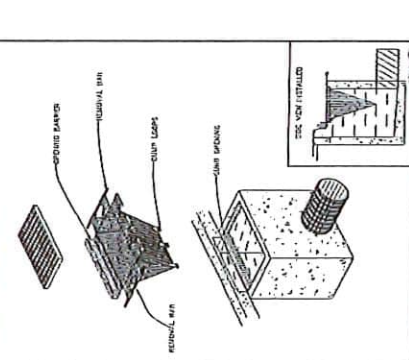
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STATE OF FLORIDA LAND ENGINEERING & SURVEYING MANUAL LATEST EDITION, JULY 2013

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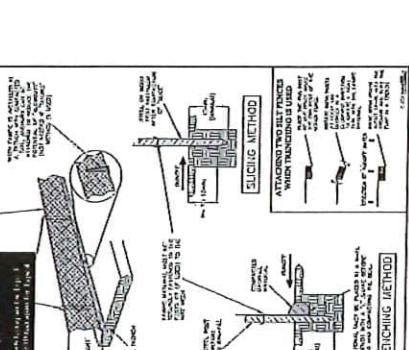
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STATE OF FLORIDA LAND ENGINEERING & SURVEYING MANUAL LATEST EDITION, JULY 2013

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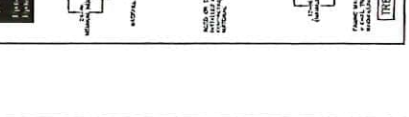
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STATE OF FLORIDA LAND ENGINEERING & SURVEYING MANUAL LATEST EDITION, JULY 2013

NOT TO SCALE

INLET INSERT SEDIMENT CONTAINMENT DETAIL





10111 North West 30th Avenue, Suite 402
Miami, Florida 33147
Phone: 305.444.1111
Fax: 305.444.1112
www.woodwardcurran.com

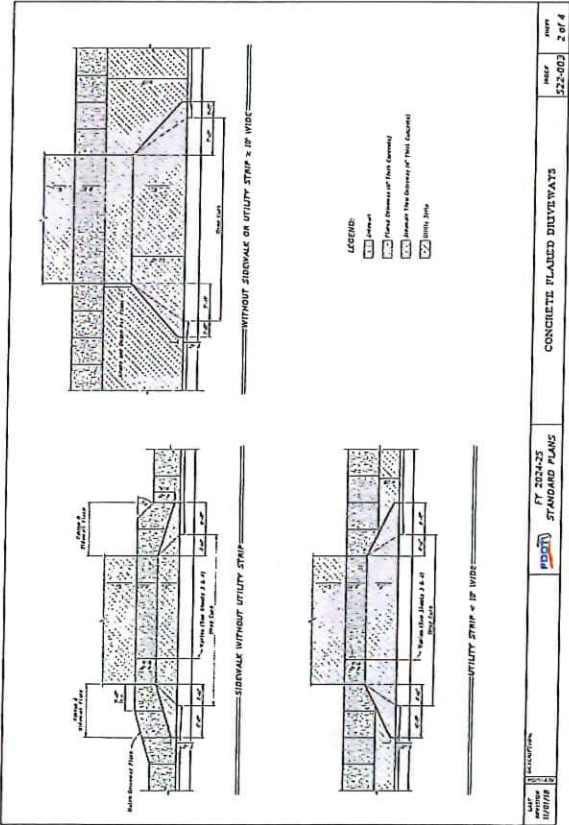
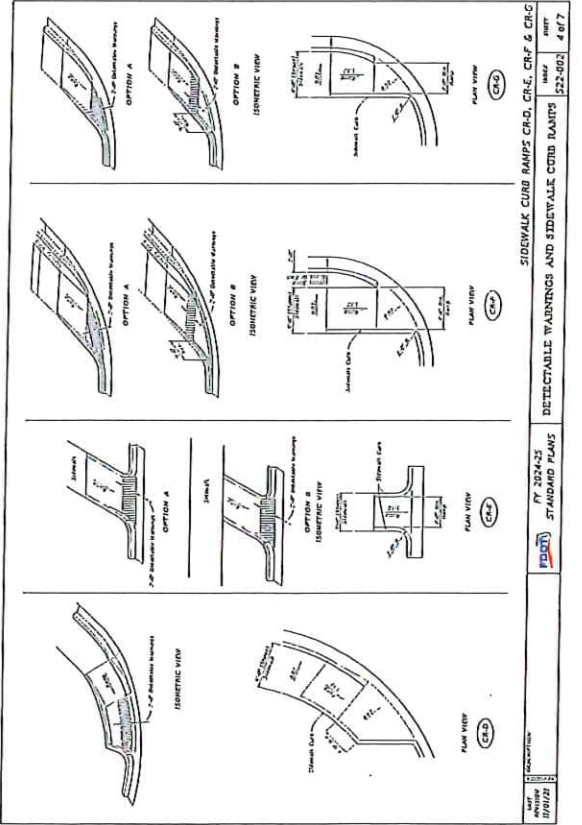
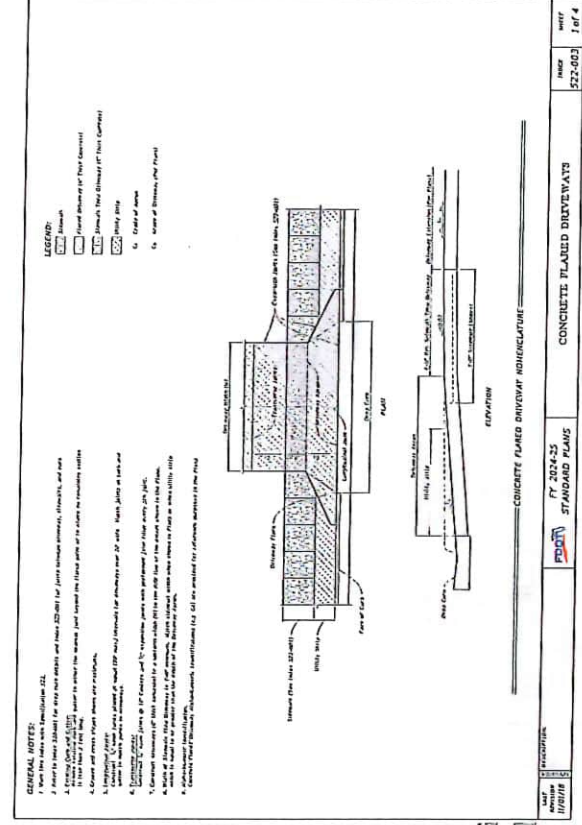


TOWN OF MONTVERDE
FLORIDA 34755
STORMWATER
IMPROVEMENTS DESIGN
PHASE 2

NOT FOR CONSTRUCTION

CIVIL
DETAILS 4

WORKING SET
C-903



PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

RESOLUTION NO. 2023-87

Record and Return to:
Town of Montverde
P.O. Box 560008
Montverde, FL 34756

RESOLUTION 2023-87

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A CONDITIONAL USE PERMIT IN A R-1L SINGLE-FAMILY LOW DENSITY ZONING DISTRICT IN THE TOWN OF MONTVERDE TO PERMIT AN OUTDOOR STORAGE BUSINESS FOR BOATS, RVs, AND TRAILERS ON THE HEREIN DESCRIBED PROPERTY GENERALLY LOCATED AT FOSGATE ROAD AND RIDGEWOOD AVENUE, MONTVERDE, FLORIDA, OWNED BY PARQUE VERDE, LLC; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Grant Roberts, manager of Parque Verde, LLC, petitioned for a Conditional Use Permit to allow for an outdoor storage business for boats, RVs and trailers within a R1L Single-Family Low Density zoning district generally located at Fosgate Road and Ridgewood Avenue in Montverde; and

WHEREAS, such property is more particularly described below (the "Property"); and

WHEREAS, property owners within a 300 foot radius of the property corners were provided written notice delivered by U.S. Mail, Return Receipt Requested in accordance with Sec. 10-11, Town of Montverde Code of Ordinances in advance of Planning and Zoning; and

WHEREAS, this Resolution has been properly advertised in a newspaper of general circulation prior to the public hearing before Town Council; and

WHEREAS, Planning and Zoning and the Town Council have considered the petition in accordance with standards for granting a Conditional Use Permit contained in Section 10-11, Town of Montverde Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, as follows:

1. The Town of Montverde has determined that the use of the Property for operation of an outdoor storage business for boats, RVs, and trailers is desirable at the location of the Property.
2. The Town Council has determined that these uses on the Property will not be detrimental to the public health, safety or general welfare of persons residing or working in the vicinity of the Property, and is not detrimental to the character of the area or inconsistent with trends of development in the area.

3. The Town Council has determined that the proposed use of the Property will comply with the regulations and conditions specified in the codes for such use.
4. The proposed use will not have an undue adverse effect on existing traffic patterns, movements and intensity.
5. The Town Council has further determined that the proposed use is consistent with the Comprehensive Plan for the Town of Montverde and will not adversely affect the public interest.
6. The petition for a Conditional Use Permit filed by Grant Roberts, manager of Parque Verde, LLC, for the property located generally located at Fosgate Road and Ridgewood Avenue in the Town of Montverde, Lake County, Florida, more particularly described as follows is **GRANTED** subject to conditions set forth below:

Parcel No: 11-22-26-0002-000-04100

The North $\frac{3}{4}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 11, Township 22 South, Range 26 East, Lake County, Florida.

7. **Conditions.**

- (a) Conditional Use is granted for operation of an outdoor storage business for vehicles, boats, RVs, and trailers, and for no other use or purpose. Maximum of 50 parking spots with a maximum length of 42-ft. Storage of vehicles, RV's and trailers having air brakes is prohibited. The usage may also include vehicles related to the owner's landscaping business; however, retail sales is prohibited.
- (b) The maximum weight for the boats, RVs and trailers outlined above is restricted to 26,000 gross vehicle weight..
- (c) The Property must comply with the setbacks for R1L Single-Family Low Density zoning district. Setbacks must be shown on the site plan.
- (d) All structures including but not limited to fences, sheds, and accessory structures, shall adhere to a minimum setback of 50 feet from the delineation of the seasonal high-water elevation or jurisdictional wetland line, whichever is higher, as established by a qualified professional using soil conditions and vegetative indicators.
- (e) There shall be no storage within 50-feet of a delineated wetland line. The owner must construct either a split rail or "Montverde Style" fence around the storage area to protect against encroachment into the wetland buffer, or plant a vegetative buffer approved by the Town around the storage parking area.
- (f) A minor site plan in conformance with Town regulations for commercial use must be submitted and approved prior to use of the Conditional Use and prior to any site work or improvements on the Property. A site plan includes, but is not limited to stormwater

calculations, if applicable, wetland locations, environmental assessment, and application for a SJRWMD permit.

- (g) Comply with any applicable codes in the Lake County Commercial zoning district (C-1) for trailer parking. Semi-tractor trailer parking is prohibited.
- (h) The owner must submit traffic circulation plan satisfactory to town manager, town planner and town engineer as part of site plan application to reflect how vehicles will enter, circulate and exit. Use of arrows and notes to illustrate the circulation will be required on the site plan.
- (i) The owner must meet and adhere to requirements of Lake County Public Works because access to the Property is from a County Road. An access (right-of-way utilization permit) must be obtained from Lake County prior to any construction activities.
- (j) Signage must be constructed in accordance with the Town's sign code.
- (k) Maintenance, including but not limited to oil changes, and/or repairs of vehicles, boats, RVs, and trailers is prohibited from being performed on the Property.
- (l) Lighting is limited to the one (1) Dark Sky compliant, motion activated light at the entry point to assist with opening and closing of a gate.
- (m) The owner must install an Environmental Swale per the Town's specifications around the entire parking area and can be located within the first 10-ft. (farthest from the wetland) of the 50-ft. buffer of a delineated wetland, and anywhere else as required by Town Code.
- (n) In addition to an Environmental Swale, split rail or "Montverde Style" fencing or approved vegetative buffer must be installed around the storage area to further prevent intrusion into the 50' minimum setback from the delineated seasonable high-water elevation or jurisdictional wetland line, whichever is higher. Must be reflected on the site plan submitted for consideration. Signage must be posted every 50-ft. along or near the wetland line in areas on Property that are being used for storage. The signage must read "Do not enter. Wetland Area" in English as well as Spanish.
- (o) Except for exempt bona-fide agricultural use, no parking or driving is permitted within 50' minimum setback from the delineated seasonable high-water elevation or jurisdictional wetland line, whichever is higher. This condition is applicable for uses allowed in this Conditional Use and for personal use vehicles and equipment.
- (p) Movement of vehicles, boats, RVs, and trailers within the Property, on to the Property or exiting the Property (hours of operation) shall be limited to the hours between 5am and 9pm, 7 days a week. Back up beepers are prohibited from being in use prior to 7

am. Idling motors, revving of engines, and other similar obnoxious noises are prohibited on the Property.

- (q) This Conditional Use is being granted despite the Property not fronting on a public road. Therefore, title to the Property (Parcel Id No. 11-22-26-0002-0000-4100; Alt. Key 3778570) and the property identified as Parcel Id No. 09-22-26-0201-017-00000; Alt. Key 1029490 must be vested in the same owner because this second parcel fronts on a publicly maintained County road and provides access to the Property. Currently the owner of both properties is Parque Verde, LLC.
 - (r) Resolution of the right of way dedicated by plat called out on the survey of the Property to the satisfaction of the Town's engineer, surveyor and town attorney.
 - (s) The owner must comply with all other Town land development regulations and provide any and all other items requested by the Town reviewers during the application review process that have not been provided.
 - (t) The Town reserves the right to enter the Property during regular business hours to ensure compliance with the conditions of this Conditional Use. The Town must provide 24-hours advance notice to ensure someone will be on site to allow access.
 - (u) All stored vehicles, boats, RVs and trailers must have a valid tag/registration.
 - (v) Any trees planned for removal will require an application for a tree removal permit. The minimum number of trees and caliper required in the R1L zoning district must be maintained. The current requirement is 4 canopy trees at a minimum of 4-in. caliper.
 - (w) The owner must provide environmental impairment liability insurance covering third parties for pollution incidents in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate limit.
 - (x) The owner must sign and accept all conditions of this Conditional Use.
 - (y) Such Conditional Use shall expire or be revoked in accordance with Sec.10-11(h), Code of Ordinances, the earlier of (1) the Property ceases to be used for operation of an outdoor storage business for vehicles, boats, RVs, and trailers; or (2) if owner fails to use or develop the Property in full compliance with the terms and conditions of the permit.
8. This Conditional Use shall become effective immediately on its approval and adoption by the Town Council of the Town of Montverde, Florida.

ADOPTED at a regular meeting of the Town Council of the Town of Montverde, Lake County, Florida, this _____ day of _____, 2025.

Joe Wynkoop, Mayor

Attest:

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

First Reading _____

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

THE UNDERSIGNED ACCEPT THE CONDITIONS SET FORTH IN RESOLUTION 2023-87 (a copy of which is attached hereto) AND AGREE TO ABIDE BY AND ENFORCE ALL SAID CONDITIONS:

Parque Verde, LLC

By: _____ Date: _____
Grant Roberts, Its Manager

By: _____ Date: _____
Wendy L. Roberts, Its Manager

By: _____ Date: _____
John C. Roberts, Its Manager



STAFF REPORT

CONDITIONAL USE PERMIT (CUP)

Public Hearings: Planning & Zoning Board (P&Z): December 11, 2024*
Town Council (TC): February 11, 2025, was Continued
to March 11, 2025

Public Notice Requirement: This application has been properly advertised in accordance with the Town's Land Development Code (LDC).

Resolution No.: Resolution 2023-87 – Conditional Use Permit (CUP)

Applicant/Owner: Grant Roberts

Application No.: CS Permit#CU23-000002 | Alt Key #3779570

Requested Action: The applicant seeks a Conditional Use Permit for an outdoor storage business for boats, RVs, and Trailers.

Staff Determination: Staff finds this application consistent with the Land Development Regulations (LDR) and recommends that if this application is approved, that it be approved with the conditions outlined in Resolution 2023-87. This is based on the analysis provided below.

***P&Z Recommendation:** On December 11, 2024, the P&Z Board recommended approval with a minimum liability policy if environmental impact is unforeseen at this time. This recommendation has been added to the Resolution.

Subject Property Information

Size: 15.09-acres

Location: Fosgate Road

Alternate Key No: 3779570

Existing Zoning District: Single Family Low Density (R1L)

Adjacent Property Land Use

Direction	Zoning	Existing Use	Comments
North	R1M	Residential	Single Family Homes
East	R1L	Classified Recreation	Owned by Mag Terrace HOA
South	R1L	Vacant Residential	Owned by Parque Verde
West	A	Agriculture Business	Owned by Parque Verde

R1M: Single Family Medium Density | R1L: Single Family Low Density | A: Agricultural



STAFF REPORT

Public Comment

Petitions of Support: 15

Letters of Concern: 4

Staff Analysis

Based on Sec. 10-11, Staff has made the following determination,

- (1) If the applicant meets all the conditions outlined in Resolution 2023-87, we believe the CUP will not be detrimental to the character of the area or inconsistent with trends of development in the area. The subject property is not highly visible from the main road and specific conditions for granting the CUP request have been put in place to ensure the least amount of impact to the surrounding community and environment.
- (2) Once the applicant provides a Site Plan which is required as a part of the CUP process, staff will review the traffic analysis and patterns and can confirm that the CUP will not cause an unduly adverse effect on existing traffic patterns, movements and intensity.
- (3) The CUP is consistent with the comprehensive plan; and
- (4) Staff believes this CUP will not adversely affect the public interest. The applicant has received more letters of support than letters of concern.

A conditional use permit may be granted for a use that is generally not permitted in a particular zoning district, but which, if controlled, restricted or otherwise regulated, would not adversely affect the public health, safety and general welfare. Such uses may be permitted only if there is compliance with the provisions and standards of this chapter.

Conditional use permits shall run with the land as long as the conditions of the original conditional use permit are met.

The applicant must sign and accept all conditions outlined in Resolution 2023-87.



STAFF REPORT

FIGURE 1 – LOCATION MAP





STAFF REPORT

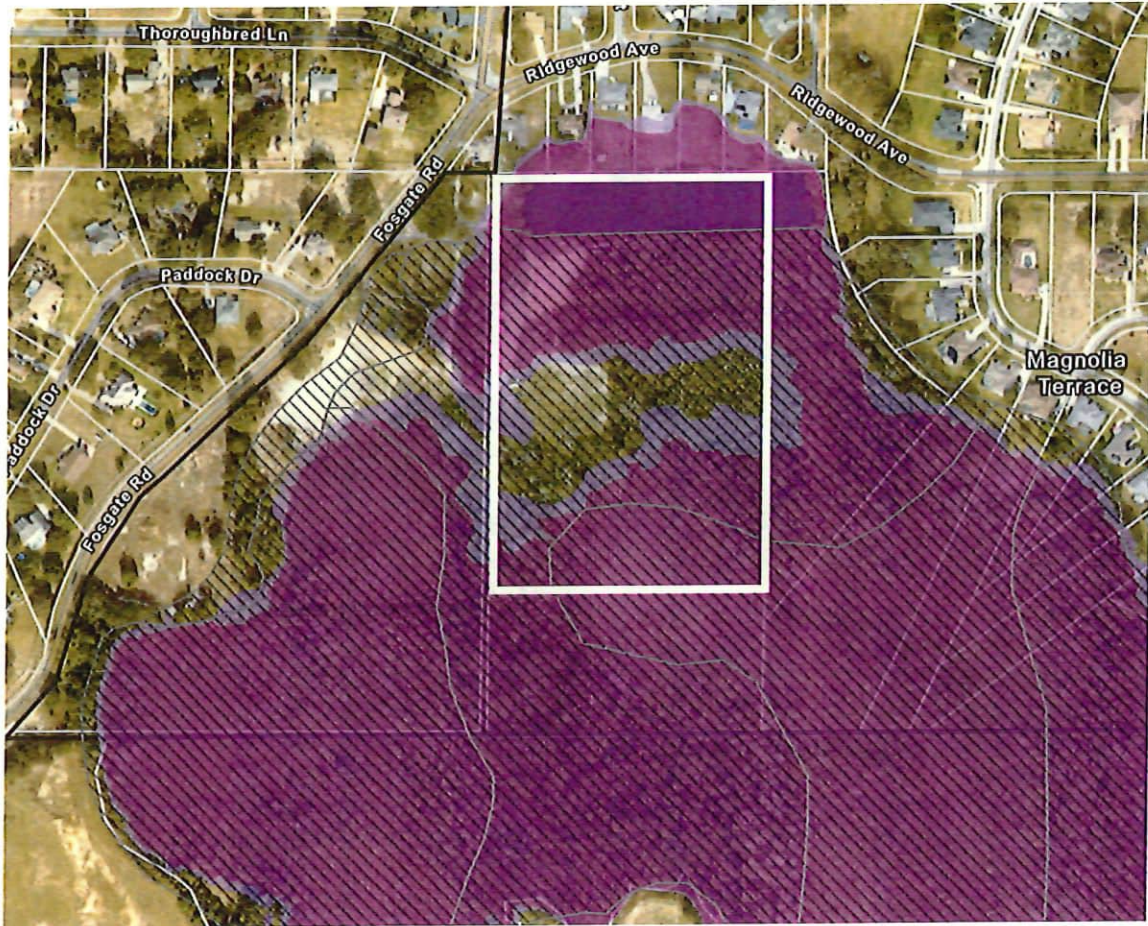
FIGURE 2 – ZONING MAP





STAFF REPORT

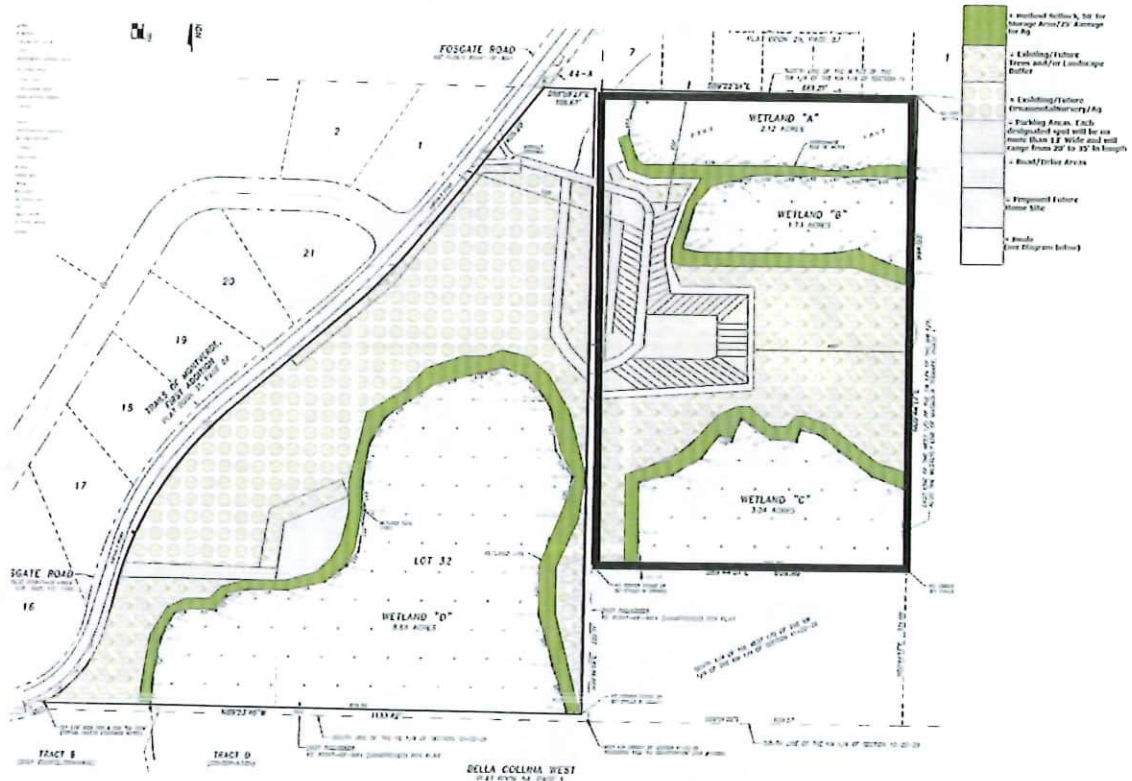
FIGURE 3 – FEMA & WETLAND MAP





STAFF REPORT

FIGURE 4 – SITE PLAN





STAFF REPORT

EXHIBIT A

RESOLUTION 2023-87



STAFF REPORT

EXHIBIT B

DOCUMENTATION FROM:

U.S. Environmental Protection Agency
Florida Department of Environmental Protection
Florida Department of Pollution Control

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303

Ms. Patricia Mitulinsky
Privately Held Investments
Real Estate Asset Manager FL-Tampa-4191
P.O. Box 1498 Tampa, FL 33601

November 18, 2005

Re: Fosgate Road Property, Fosgate Road and Rigdewood Avenue, Montverde, Lake
County, Florida

Dear Ms. Mitulinsky,

The United States Environmental Protection Agency (EPA) has completed an assessment of the property referenced above. EPA conducted a two phased assessment starting in February 2005. EPA's assessment was completed with the finalization of the enclosed "Removal Assessment Letter Report", dated November 13, 2005.

During EPA's assessment, surface and subsurface soil sampling as well as a geophysical survey was conducted. EPA's assessment was conducted based on an allegation that waste the nearby Tower Chemical Company Site was buried at the Fosgate Road Property. In February 2005, EPA completed a geophysical survey of the area. No indication of buried material was found.

After a further review of aerial photography, surface and subsurface soil samples were also taken. No evidence of Tower Chemical Company waste was found. Low amounts of benzo-a-pyrene and araclor 1260 were found. These levels are well below EPA's clean-up level. Therefore, no further action is anticipated by EPA.

Thank you for your help and cooperation. If you have any questions or concerns, please feel free to contact me at (404) 562-8748.

Sincerely,


Terry Stilman, Federal On-Scene Coordinator

Enclosure

REMEDIAL SITE ASSESSMENT DECISION – EPA Region 04

Site Name: FOSGATE ROAD DUMP

Alias(es):

City: MONTVERDE

County or Parish:

State: FL

Refer to Report Dated: 08/18/2020

EPA ID: FLN000407758

Report Developed By: STATE

State ID:

Report Type: Site Inspection #001

Decision Date: 08/19/2020

- ☒ 1. Further Remedial Site Assessment Under CERCLA (Superfund) is not required because:
NFRAP-Site does not qualify for the NPL based on existing information
- ☐ 2. Further Assessment Needed Under CERCLA.
- ☐ 3. Remedial study/cleanup needed.

Decision/Rationale:

FDEP was unable to access the site during the SI. In a supplemental effort, FDEP collected groundwater samples from five private wells within 1/4-mile of the site. No contaminants of concern were detected. The site does not warrant further NPL consideration.

The U.S. Environmental Protection Agency (EPA) has determined that no further remedial action by the Federal Superfund program is warranted at the referenced site, at this time. The basis for the no further remedial action planned (NFRAP) determination is provided below. A NFRAP designation means that no additional remedial steps under the Federal Superfund program will be taken at the site unless new information warranting further Superfund consideration or conditions not previously known to EPA regarding the site are disclosed. In accordance with EPA's decision regarding the tracking of NFRAP sites, the referenced site may be removed from EPA's Active site inventory and placed in a separate Archive site inventory as an historical record if no further Superfund interest is warranted. Archived sites may be returned to the Active site inventory if new information necessitating further Superfund consideration is discovered.

Site Decision Made By: Quinn Kelley

Signature: Kelley, Quinn
Digitally signed by Kelley, Quinn
Date: 2020.09.02 11:13:55 -04'00'

Decision Date: 08/19/2020



STATE OF FLORIDA
DEPARTMENT OF POLLUTION CONTROL
3319 MAGUIRE AVENUE, SUITE 232
ORLANDO, FLORIDA 32801

PETER P. BALJET
EXECUTIVE DIRECTOR

April 17, 1974

DAVID H. LEVIN
CHAIRMAN

Mr. Lawrence J. Morey, Jr.
Assistant Director Public Works
416 W. Main St.
Tavares, Florida 32778

OCR74-0466

SUBJECT: Montverde Dump

Dear Mr. Morey:

The above site is denied a landfill operating permit per following reasons:

1. All inspections show high water table & dumping in water.
2. Potential contamination of shallow & artesian aquifer.
3. Potential pollution of Lake Florence from shallow water, & surface to swamp to Lake Florence.

The Department recommends that this site be closed immediately & a new site located or install transfer system no later than June 1, 1974.

Sincerely,

John D. McManamy
John D. McManamy
Solid Waste

JDM:kmr

cc: W. H. Hennessey

JOHN R. MIDDLEMAS
BOARD MEMBER

GEORGE RUPPEL
BOARD MEMBER

ALICE C. WAINWRIGHT
BOARD MEMBER

W. D. FREDERICK, JR.
BOARD MEMBER



STAFF REPORT

EXHIBIT C

PETITIONS OF SUPPORT

Petition of Support for Boat/RV/Storage Facility

I, Selley Horvath, a resident located at
16819 Florence View Dr., approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.


Signed:  Date: 12/10/24

Notes/Comments/Concerns: HOA constantly complains if
trailers/boats are in neighborhood and within the
town. Need a local storage unit so they don't end
up having to stay in the neighborhood.

Petition of Support for Boat/RV/Storage Facility

I, Phyllis MORBERG, a resident located at
15625 ADDOCK DRIVE, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed:  Date: 12/09/2024

Notes/Comments/Concerns: It's a great idea for this community.
It'll benefit our area —
very needed!

Petition of Support for Boat/RV/Storage Facility

I, Maely Horse, a resident located at
15022 Peachtree drive, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: Maely Horse Date: 12/9/24

Notes/Comments/Concerns: We think this would be perfect for
our area. We have to see this property blossom's

Petition of Support for Boat/RV/Storage Facility

I, Justin Kaur, a resident located at

16023 Appaloosa Trail Montverde Fl 34756, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed:  Date: 12/9/24

Notes/Comments/Concerns: _____

Petition of Support for Boat/RV/Storage Facility

I, Jennifer Merhig, a resident located at
15932 Thoroughbred Lane Montverde, FL 34756
approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of

Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed:

Jennifer Merhig

Date: _____

Notes/Comments/Concerns: _____

I'm across the street, and I have
no problem with what he is building.

Petition of Support for Boat/RV/Storage Facility

I, Fernell J. Garzausk, SR., a resident located at
Theoughbush Lane - Montverde, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of

Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: [Signature] Date: 12-9-2024

Notes/Comments/Concerns: _____

Petition of Support for Boat/RV/Storage Facility

I, Amberle Mercer, a resident located at

1606 Ridgewood Ave, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of

Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed:  Date: 10/9/24

Notes/Comments/Concerns: Please maintain an easement to

the residence of four states.

Petition of Support for Boat/RV/Storage Facility

I, Linda Hutchinson, a resident located at
16021 Ridgewood Ave, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: Linda Hutchinson Date: 12-9-24

Notes/Comments/Concerns: Good f.p. for our neighbor-
hood.

Petition of Support for Boat/RV/Storage Facility

I, Brett Winnie, a resident located at
16048 Ridgewood Ave

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: Brett Winnie Date: 12/9/25

Notes/Comments/Concerns:

Petition of Support for Boat/RV/Storage Facility

I, Danny Robinson, a resident located at

14120 Ridgewood Ave, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed:  Date: 12-9-24

Notes/Comments/Concerns:

Petition of Support for Boat/RV/Storage Facility



I, Laura & Les Eldridge, a resident located at
16040 Ridgewood Ave

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: [Signature] Date: 12-9-24

Notes/Comments/Concerns: Maintain Privacy & Buffer Zone
Pond

Petition of Support for Boat/RV/Storage Facility

I, Frank Redwood, a resident located at
1411 Ridgewood, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: Frank Redwood Date: 12/2/24

Notes/Comments/Concerns:

Petition of Support for Boat/RV/Storage Facility

I, John Aracimo, a resident located at
17531 Cole Ct, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: [Signature] Date: 12/7/24

Notes/Comments/Concerns: Great too to the community

Petition of Support for Boat/RV/Storage Facility

I, Shandra Suecar, a resident located at

15453 Thoroughbred Lane, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: Shandra Suecar Date: 12/11/24

Notes/Comments/Concerns: A real need for this!

Petition of Support for Boat/RV/Storage Facility

I, Katie Dodd, a resident located at
15011 Arabian Way Montverde FL 34756, approve of the proposed

Boat/RV/Trailer Storage use on the property owned by Parque Verde LLC located near the corner of
Fosgate Rd and Ridgewood Ave in the town of Montverde, FL.

Signed: [Signature] Date: 12/11/24

Notes/Comments/Concerns: I support Grant & what he
wants to do to his property



STAFF REPORT

EXHIBIT D

LETTERS OF CONCERN

*Sent to
Lisa*



Magnolia Terrace

HOMEOWNERS ASSOCIATION

P.O. Box 560252 · Montverde, FL 34756

July 22, 2024

Town of Montverde
Montverde Town Council
17404 Sixth Street
Montverde, FL 34756

RE: Opposition to Resolution 2023-87 A Conditional Use Permit

Dear Montverde Town Council,

As President of the Magnolia Terrace Homeowner's Association ("HOA"), I am writing on behalf of the HOA Board of Directors in opposition of granting the Conditional Use Permit outlined in Resolution 2023-87 ("CUP"). The CUP, as requested, would permit land previously designated as R1L Single-Family Density zoning, to be used as an outdoor storage facility for the storage of boats, RVs, and trailers. Our concerns are as follows:

A) We are concerned that any maintenance would allow for the contamination of the waters and wetlands with oils, machine waste, or other commercial contaminants.

B) To ensure that the petitioner does not evade his responsibilities if contamination of the HOA common property should occur, thus, causing undue financial burden to the homeowners of Manolia Terrace HOA if clean up becomes its' responsibility.

C) The possibility of trespassing and/or dumping waste on the HOA common area from the petitioners or the customers.

We recognize that there may be homeowners within our subdivision that may desire this new outdoor storage facility; however, we have a fiduciary duty to protect the common property of the HOA. Our concern is this land is adjacent to HOA's common property and it being used as a twenty-four-hour storage facility where large vehicles will be parked on top of a previous waste site and adjacent to wetlands will negatively impact our common area land.

While we strongly oppose this CUP, should the Town Council and Mayor determine it is in the Town of Montverde's best interest to permit this establishment, we encourage to the Town Council to impose the most stringent restrictions to protect the Magnolia Terrace HOA common area that is adjacent to this land.

MAGNOLIA TERRACE HOMEOWNERS ASSOCIATION

P.O. Box 560252 · Montverde, FL 34756

To protect the HOA's property we would ask that the Town Council and Zoning Board would consider the following:

- a. The customers of the petitions should not be allowed to perform ANY maintenance on their vehicles or equipment while on the property. We are concerned that any maintenance would allow for the contamination of the waters and wetlands with oils, machine waste, or other commercial contaminants. It may be argued that there has been waste from the past permitted and unpermitted waste disposal; however, this previous waste disposal is now buried and should not be disturbed. And there should be no new disposal.
- b. Secondly, the Town Council should place the burden of waste disposal of the site on the petitioner. Pursuant to Environmental Laws, the current landowner is already responsible for the clean-up of any waste and would be responsible for any additional waste on the site that potentially impacts the water, wetlands, and adjoining lands. To ensure that the petitioner does not evade his responsibility should he and/or his customers' activities impact the HOA's community property, the petitioner should be required to place and maintain at least a one-million-dollar (\$1,000,000.00) performance bond as surety for these activities. The surety bond should be pledged to the Town of Montverde who will, in turn, be required to use that money to clean up the wetlands and adjacent property should the petition fail in his responsibilities. This performance bond should be mandatory as Florida has long been promised adherence to environmental protection by businesses only to have those businesses file for bankruptcy to avoid cleanup costs. Thus, sticking the Magnolia Terrace HOA homeowners with the costs of clean up after the business has received all the benefits from their previously existing operations. Montverde has the opportunity and obligation that, should they find it is in the Town's best interest to issue the requested CUP, to put into place protections for the future payment of remediation. This can be achieved by requiring a performance bond significant enough to ensure sufficient funds for remediation.
- c. Finally, we would ask that the petitioner place signage and/or fencing that would prevent any person using the facility to trespass on the HOA common properties. We feel this would alleviate any confusion for the customers of this facility as to where the facility's land ends, and our common property begins. We believe this may also prevent anyone from confusing the boundaries and using HOA property in a manner we consider to be harmful to the common area of the HOA.

Again, we oppose this CUP as it is an unnecessary risk to the adjacent HOA property. However, if the Town Council and Mayor determine it is in the Town's best interest to grant this CUP, we would ask that the Council and Mayor first explain why it is in the Town's best interest and then impose the strictest rules necessary to ensure the least impact to the HOA's land.

Kind Regards,

Cindy Sledziona, President Magnolia Terrace HOA

HELEN M. GALLAGHER

16331 Florence Oak Ct, Montverde, FL 34756
hm.gallagher@comcast.net

Town of Montverde
Planning and Zoning Board
17404 Sixth Street
Montverde, Florida 34756

November 8, 2023

RE: Opposition to Resolution No. 2023-87

Dear Planning and Zoning Board Members;

In the Agenda provided for your meeting of November 8, 2023, you have listed Resolution No. 2023-87 which would provide for a conditional use permit in an R-1L Single-Family Low-Density Zoning District for an outdoor storage business for boats, recreational vehicles, and trailers. I, along with other Montverde residents, are strongly opposed to this variance.

Issues Associated with Changes in the Residential Zone – as noted in your agenda item, this land is zoned for single family homes. Montverde is a quiet residential area, and it should retain this distinction. This area enjoys farms and a country-like setting. The proposed change would invite hundreds of spaces for outdoor vehicles (boats, RVs, and trailers). These outdoor vehicles, while great to enjoy, are often an eyesore in subdivisions if not kept in a garage or behind a fence. If they were not such an eyesore, the homeowners would house these on their own property. Unfortunately, outdoor vehicle owners must take these to large, industrial facilities that will allow for storage. These facilities can be several stories high depending on how they are built and can allow for hundreds of stored vehicles. Each of these vehicles, if not creating an eyesore in the facility itself, will have to be hauled over the roads of Montverde. Due to the proposed location of the facility, this would be accessed from residents of Minneola, Clermont, and other developing areas.

To change land from a residential zoned area for this use, would be a significant impact on the enjoyment of our town and would be inconsistent with anything in the area.

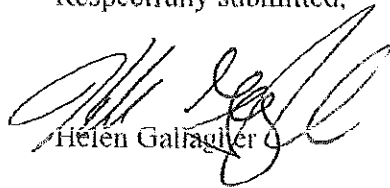
Impacts to wetlands - Wetlands are an essential part of the ecosystems and help maintain water quality, aid in flood control, and provide habitat for various animal and plant species. Wetlands in the upper reaches of a watershed often provide the greatest ecological and water quality value. The land adjacent to Fosgate contain these essential wetlands. At the very least, the Planning and Zoning Board should require that the Developer/Requestor prepare and submit a Phase One Wetlands Delineation Study so that the Board and the affected Montverde residents can see exactly where and what type of wetlands would be subject to the provision of the Clean Water Act ("CWA"). A wetland delineation is the fieldwork that determines the boundary between

uplands and wetlands on a property. This on-site work follows guidelines established by the United States Army Corps of Engineers. Under the CWA Section 404, wetland delineations are required when developing a project **that may impact a wetland**. A delineation is legally **required** when a wetland is found on a property that is planned for development. The U.S. Army Corps of Engineers, the Planning and Zoning Board, along with other potential regulatory agencies, must approve the wetland boundary to receive a permit to impact regulated wetlands.

Following a Phase One Wetland Delineation study, the Developer/Requestor could then submit a wetland mitigation plan to the Planning and Zoning Board. Wetland mitigation requires the creation, restoration, and/or enhancement to a wetland to make up for losses due to land disturbance, including development. **These mitigation actions are required by Clean Water Act Section 404 when destroying a wetland.** Once these mitigation plans have been established, they must receive the approval of the Natural Resources Conservation Service (NRCS.)

I would encourage the Board to deny the application for a conditional use permit or, at a minimum, before any other action is taken, to require the Developer/Requestor to submit the CWA required Phase One Wetlands Delineation Study. Additionally, the Developer/Requestor should be required to remove all vehicles and commercial equipment from this property until the Phase One Wetlands Delineation Study is complete at which time the Planning and Zoning Board will have the information it needs to assess the request.

Respectfully submitted,



Helen Gallagher

9/3/2024

Attn: Town of Montverde Planning and Zoning Board,

Ref item Alt Key #3779570

I have been sent, via certified mail, notice of the intent of the owner to request a Conditional Use Permit from the town council to permit an outdoor storage business of which I am strongly opposed. This area is a reported dump site by the Tower Chemical Company many years ago. If construction were to be permitted my fear is that the chemicals buried would begin to leak and contaminate the ground water which supplies my well and my neighbor's wells, used for irrigation. In addition, if storage of boats and RV items was permitted there would be maintenance performed, either permitted by the owner or surreptitiously by tenants, which could flow into adjacent wetlands causing contamination. Again I am strongly opposed to any use for this parcel.

Larry Kontny

16516 Magnolia Terrace Blvd

Montverde, FL 34756

September 8, 2024

Attn: Town of Montverde Planning and Zoning Board and Council

Ref item Alt Key #3779570

We have been sent, via certified mail, notice of the intent of the owner to request a Conditional Use Permit from the town council to permit an outdoor storage business of which we are strongly opposed. This area is a reported dump site by the Tower Chemical Company many years ago as well as a town dump. If construction were to be permitted our fear is that the chemicals buried would begin to leak and contaminate the ground water which supplies my well and my neighbor's wells, used for irrigation. If storage of boats and RV items were permitted there would almost certainly be maintenance performed, either permitted by the owner or surreptitiously by tenants, which could flow into adjacent wetlands causing contamination.

Additionally, the DEP/EPA have issued a conditional use permit requirement for this parcel (I have attached a pdf of the email from the DEP). Were they contacted when the town gave a zoning variance for agriculture? Will the DEP/EPA be notified of this request to build on said property? I think it is the town's responsibility and, as stated by the DEP agent, should be very aware of the historical issues with this parcel and its limited use regulations.

Again, we are strongly opposed to any use for this parcel.

Paul and Cynthia Ajemian
16524 Magnolia Terrace Blvd
Montverde, FL. 34756



gis.lakecountyfl.gov



INTERACTIVE MAP

All 3779570

Search

Zoom In

Full Extent

Identity

Select

Measure

Buffer

Info

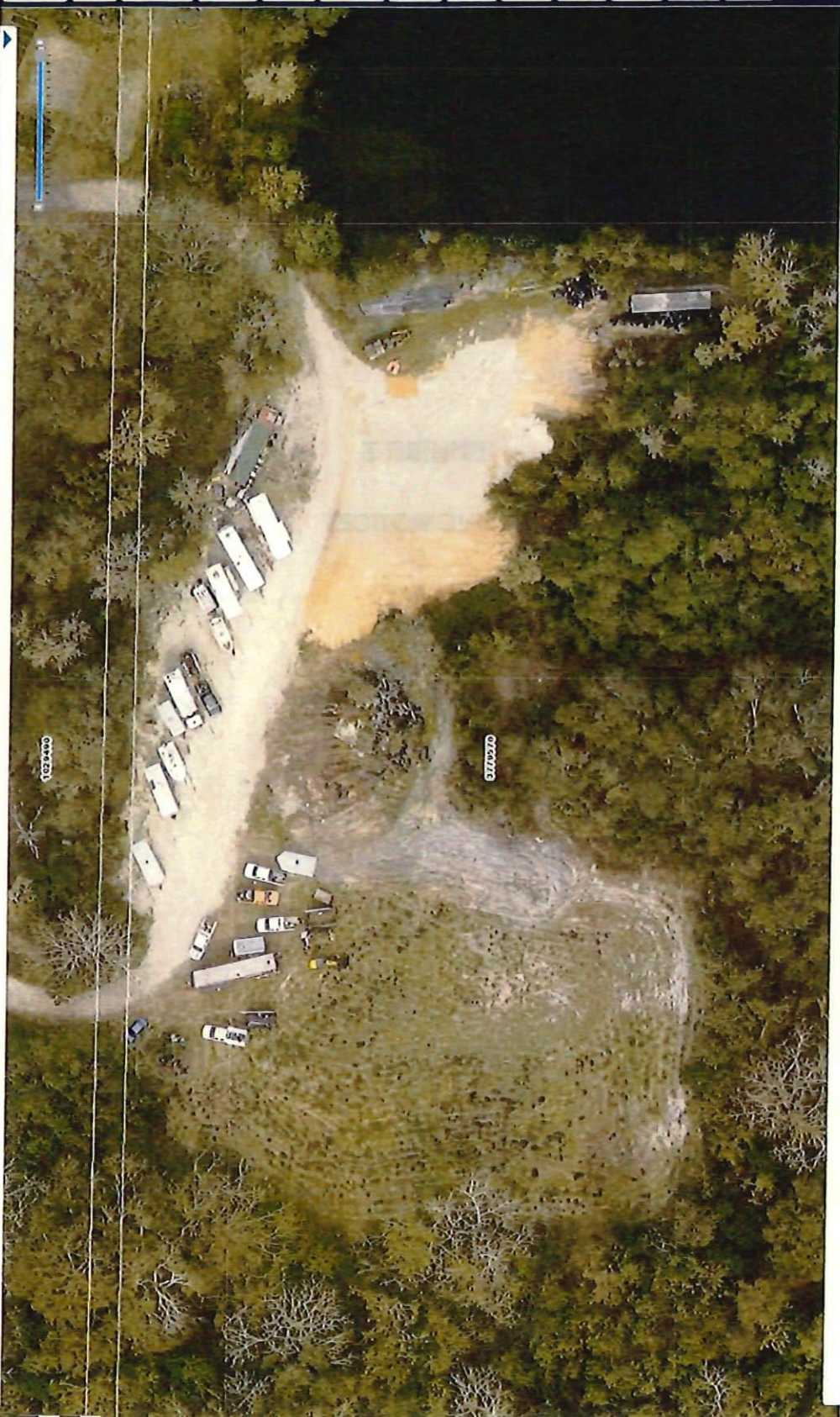
Clear

Print

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STAFF REPORT

EXHIBIT E

PUBLIC NOTICES

NOTICE OF PUBLIC HEARINGS

You are receiving this notice because you own property within 300-feet of a property requesting a Conditional Use Permit (see below). The Town of Montverde is required by law to notify you of the upcoming Town Council meeting. If you have no questions, or do not wish to attend the meeting, you may disregard this notice. No action is required of you.

From: Paul Larino, Town Manager

Date: January 3, 2024

Re: Notice of Public Hearing for Conditional Use Permit Request

Notice is hereby given for public hearings to be held in the Town of Montverde Town Hall, 17404 Sixth Street, Montverde, Florida, regarding the parcel described below.

The Town of Montverde Town Council will hold a public hearing on **Tuesday, February 11, 2025, at 7:00 p.m.**, to deliberate on the following:

RESOLUTION 2023-87

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A CONDITIONAL USE PERMIT IN A R-1L SINGLE-FAMILY LOW DENSITY ZONING DISTRICT IN THE TOWN OF MONTVERDE TO PERMIT AN OUTDOOR STORAGE BUSINESS FOR BOATS, RVS, AND TRAILERS ON THE HEREIN DESCRIBED PROPERTY GENERALLY LOCATED AT FOSGATE ROAD AND RIDGEWOOD AVENUE, MONTVERDE, FLORIDA, OWNED BY PARQUE VERDE, LLC; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Specifically: The Town Council will deliberate on whether or not to issue an approval for a Conditional Use Permit in a R1L Single-Family Low-Density zoning district to permit an outdoor storage business for boats, RVs, and trailers. The parcel is 15.09-acres and is located within Town limits (Alt Key 3779570). See Fig 1.

Interested parties may appear at the Town Council public hearing and be heard with respect to the proposed Conditional Use Permit. Persons with disabilities needing assistance to participate in this proceeding should contact the Town Clerk at least 48 hours before the meetings at 407-469-2681.

This resolution is available at the Town Clerk's Office, at Town Hall located at 17404 Sixth Street, Montverde, Florida, for inspection on Monday through Thursday, from 7:00 a.m. to 6:00 p.m.

Persons are advised that if they decide to appeal any decision made at this meeting, they will need a record of the proceeding, and for such purposes, they may need to ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is based, per Section 286.0105, Florida Statutes.

Paul Larino, Town Manager
Town of Montverde



ABBOUD RODELLE
16110 RIDGEWOOD AVE
MONTVERDE, FL 34756

AJEMIAN PAUL V & CYNTHIA A
16524 MAGNOLIA TER
MONTVERDE, FL 34756

ANGELO JOHN V & LYNDA
PO BOX 8578
CORAL SPRINGS, FL 33075-8578

BENARD EDWARD R & CHERI A
15919 PADDOCK DR
MONTVERDE, FL 34756

BURK TIMOTHY R & TAYLOR K
16010 RIDGEWOOD AVE
MONTVERDE, FL 34756

BWJ LLC
16639 AREZO CT
MONTVERDE, FL 34756

ELDRIDGE R WESLEY & LAURA L
16040 RIDGEWOOD RD
MONTVERDE, FL 34756

GAINOUS FERRELL J & HAZEL A
PO BOX 560596
MONTVERDE, FL 34756-0596

HUTCHINGS JOHN P & LINDA B
16021 RIDGEWOOD AVE
MONTVERDE, FL 34756-3308

KONTNY LARRY W & VIRGINIA B
TRUSTEES
16516 MAGNOLIA TER
MONTVERDE, FL 34756-3509

MAGNOLIA TERRACE HOA INC
PO BOX 560252
MONTVERDE, FL 34756-0252

MERCER TIMOTHY B & ANJANETTE S
16006 RIDGEWOOD AVE
MONTVERDE, FL 34756

MERHIGE ROBERT K II & JENNIFER
15932 THOROUGHbred LN
MONTVERDE, FL 34756

MINNIE BRETT M
16048 RIDGEWOOD AVE
MONTVERDE, FL 34756

Not for public record

PARQUE VERDE LLC
PO BOX 560312
MONTVERDE, FL 34756-0312

PERRY DOUGLAS D & KIMBERLEY A
16508 MAGNOLIA TERRACE BLVD
MONTVERDE, FL 34756

REDMOND FRANK
& TERRY JOHNSTON
16111 RIDGEWOOD AVE
MONTVERDE, FL 34756

ROBERTS JOHN C
& WENDY L LIFE ESTATE
16004 RIDGEWOOD AVE
MONTVERDE, FL 34756

ROBERTSON DANNEY T
16120 RIDGEWOOD DR
MONTVERDE, FL 34756

SANDBROOK CLAIRE & STEPHEN
16103 RIDGEWOOD AVE
MONTVERDE, FL 34756

TORRES MARIA R &
16500 MAGNOLIA TERRACE BLVD
MONTVERDE, FL 34756

TOWN OF MONTVERDE
PO BOX 560008
MONTVERDE, FL 34756



STAFF REPORT

EXHIBIT F

APPLICATION

From: noreply-portal@citizenserve.com
Sent: 08/14/2023 - 12:26 PM
To: anita@agclaw.net;townmanager@mymontverde.com
Subject: Online Application Received

CITIZENSERVE ONLINE APPLICATION RECEIVED

A Conditional Use application has been received from your online portal.

CU23-000002

Type: Conditional Use

Application Date: 08/14/2023

Address:

Description: Boat/RV/Trailer Storage

Applicant: Grant Roberts

[CLICK HERE TO VIEW THIS APPLICATION](#)



Grant Roberts - Plant Express
Conditional Use Permit

CU23-000002

Paid \$5000.00 Deposit.

Application Fee \$250.00



 **PERMIT PROJECT**
FILE #: 23-000272
MONTVERDE FL 34756
BOAT/RV/TRAILER STORAGE



FILE INFORMATION

Project Name
Boat/RV/Trailer Storage

Type
Land Development



Status
Open



Open Date
08/14/2023

Close Date

Department
Montverde



Responsible User
Paddy Daitnarayan



Priority



PROPERTY INFORMATION

Property Address



MONTVERDE

FL

34756

Parcel #

112226000200004100

Owner Name

PARQUE VERDE LLC

Owner Address

PO BOX 560312

MONTVERDE

FL

34756-0312

Owner Phone

Legal Description

Approximate Location

The following pages include Review Comments made by the Town and the applicant's responses to the Comments. The Town's subsequent response (in blue) are the recommended conditions for issuance of the Conditional Use Permit (CUP) should it be approved.

1. Conditional Use is granted for operation of an outdoor storage business for boats, RVs, and trailers, and for no other use or purpose.

Response: We would also request that to be able to operate our own landscaping business from this parcel as well.

Town's Response: The usage shall be limited to storage of boats, trailers, RVs, and related vehicles. The usage may also include vehicles related to the applicant's landscaping business. This excludes any retail landscape use.

2. The maximum weight for the vehicles outlined above must be 1-ton or less.

Response: We request that the maximum weight be restricted to 26,000 GVW (Gross Vehicle Weight). This is the maximum weight that is allowed that does not require a CDL (Commercial Driver's License). Furthermore, we would like to note that we will restrict the storage to no vehicles that have air brakes.

Town's Response: The maximum weight of vehicles shall be restricted to 26,000 GVW (Gross Vehicle Weight) and will prohibit the storage of vehicles that have air brakes.

3. The Property must comply with the setbacks for R1L Single-Family Low Density zoning district.

Response: Agree. However, we would request that the CUP not restrict us to the 25' Setback from the right of way that is located between our two parcels as we are working with staff for a resolution of this right of way.

Town's Response: The Property shall comply with the setbacks for R1L Single-Family Low Density zoning district. Setbacks must be shown on the site plan.

4. All structures including but not limited to fences, sheds, and accessory structures, shall adhere to a minimum setback of 50 feet from the delineation of the seasonal high-water elevation or jurisdictional wetland line, whichever is higher, as established by a qualified professional using soil conditions and vegetative indicators.

Response: We do not plan to create any structures for the storage operation. We would like to note, that as this property will also be used for Agricultural purposes as we expand our nursery. The setbacks for Agricultural uses are 25' average along the wetland line.

Town's Response: All structures including but not limited to fences, sheds, and accessory structures, shall adhere to a minimum setback of 50 feet from the delineation of the seasonal high-water elevation or jurisdictional wetland line, whichever is higher, as established by a qualified professional using soil conditions and vegetative indicators.

5. There shall be no vehicle parking within 50-feet of a delineated wetland line.

Response: We agree to not store any vehicles, boats, RVs, or trailers within the 50' Wetland setback but we wish not to be restricted to this setback for vehicles associated with our Agricultural operation

Town's Response: The applicant shall construct a split rail or "Montverde Style" fence around the proposed storage area to protect against encroachment into the buffer areas.

6. A major site plan in conformance with Town regulations for commercial use must be submitted and approved prior to use of the Conditional Use and prior to any site work or improvements on the Property. A site plan includes, but is not limited to stormwater calculations, wetland locations, traffic study, environmental assessment, fully engineered plans signed and sealed by a licensed professional, and application for a SJRWMD permit.

Response: We request that a minor site plan be sufficient for the project due to the limited impacts of what we are requesting.

Town's Response: A major site plan application and approval is required by the Town Code and must be obtained prior to construction activities.

7. Comply with any applicable codes for trailer parking.

Response: Please provide any codes that may be applicable for what we are requesting so we will be able to determine a more accurate response to this request.

Town's Response: Semi-tractor trailer parking shall be prohibited.

8. The owner must meet and adhere to requirements of Lake County Public Works because access to the Property is from a County Road.

Response: Please provide a list of requirements that Lake County Public Works will require so we will be able to determine a more accurate response to this request.

Town's Response: An access permit must be acquired from Lake County prior to construction activities.

9. No posting of any sign, placard, advertisement, or inscription whatever, nor shall any person erect or cause to be erected any sign whatsoever on any public property or highway or roads.

Response: We request that a 24" by 36" sign be placed along Fosgate so customers will be able to correctly identify the storage location. We will present and request approval from staff of signage when we are ready to install it.

Town's Response: Signage shall be constructed in accordance with the Town's sign code.

10. Vehicle maintenance, including but not limited to oil changes, is prohibited from being performed on the Property.

Response: We agree that any person or business storing their vehicles, boats, RVs, or trailers is prohibited from performing maintenance on site. However, we do not wish to limit our Agricultural operation from doing so.

Town's Response: Any person or business storing their vehicles, boats, RVs, or trailers is prohibited from performing maintenance on site.

11. Movement of boats, RVs, and trailers within the Property, on to the Property or exiting the Property shall be limited to the hours between 7am and 8pm on Monday-Friday, and 10am and 6pm on Saturday/Sunday.

Response: We request that hours be limited from 5am to 9pm, 7 days a week.

Town's Response: Hours of operation shall be limited from 5am to 9pm, 7 days a week.

12. Resolution of the right of way dedicated by plat called out on the survey of the Property to the satisfaction of the Town's engineer, surveyor and town attorney.

Response: We are currently working with staff for a resolution of the right of way between our two parcels.

13. The owner must comply with all other Town land development regulations and provide any and all other items requested by the Town reviewers during the application review process that have not been provided.

Response: Agree

Town's Response: The applicant must comply with all other Town land development regulations and provide any and all other items requested by the Town reviewers during the application review process that have not been provided.

14. Such Conditional Use shall expire or be revoked in accordance with Sec.10-11(h), Code of Ordinances, the earlier of (1) the Property ceases to be used for operation of an outdoor storage business for boats, RVs, and trailers; or (2) if owner fails to use or develop the Property in full compliance with the terms and conditions of the permit.

Response: Agree

Town's Response: Such Conditional Use shall expire or be revoked in accordance with Sec.10-11(h), Code of Ordinances, the earlier of (1) the Property ceases to be used for operation of an outdoor storage business for boats, RVs, and trailers; or (2) if owner fails to use or develop the Property in full compliance with the terms and conditions of the permit.

15. The owner must submit traffic circulation plan satisfactory to town manager, town planner and town engineer as part of site plan application.

Response: Please explain in more detail what you are requesting we will be able to determine a more accurate response to this request.

Town's Response: On your preliminary site plan, please show how vehicles will enter, circulate and exit. Use arrows and notes to illustrate the circulation. More detail can be provided as part of the site plan application. For more information, please review Montverde LDC Sec 6-26, for major site plan.

16. The owner must submit a Lighting Plan, including measures to comply with Dark Sky lighting requirements.

Response: It is not our intention to install any lighting for this project. We would like the only exception to this to be a low-lumen, motion activated light to assist with opening and closing of the gate on site.

Town's Response: The applicant shall be limited to the installation of one (1) dark sky compliant, motion activated light at the entry point to assist with opening and closing of gate.

17. The owner must install an Environmental Swale per the Town's specifications.

Response: Agree

Town's Response: The applicant must install an Environmental Swale per the Town's code specifications.

18. In addition to an Environmental Swale, fencing must be installed around the driving and parking area to further prevent intrusion into the 50' minimum setback from the delineated seasonable high-water elevation or jurisdictional wetland line, whichever is higher. This condition is applicable for uses allowed in this Conditional Use and for personal use vehicles and equipment.

Response: Since areas within the 50' Setback may be in use for our Agricultural operation, we request that no fence be installed along the 50' setback line. However, we agree to post signage every 50' along or near the wetland line in areas on the property that are being used for storage. The signage will read "Do not enter. Wetland Area" in English as well as Spanish.

Town's Response: The proposed storage area must be fenced utilizing split rail or "Montverde Style" fencing. The applicant will post signage every 50' along or near the wetland line in areas on the property that are being used for storage. The signage will read "Do not enter. Wetland Area" in English as well as Spanish.

19. This Conditional Use is being granted despite the Property not fronting on a public road. Therefore, title to the Property (Parcel Id No. 11-22-26-0002- 0000-4100; Alt. Key 3778570) and the property identified as Parcel Id No. 09-22-26-0201-0170-0000; Alt. Key 1029490 must be vested in the same owner because this second parcel fronts on a publicly maintained County road and provides access to the Property. Currently the owner of both properties is Parque Verde, LLC.

Response: Agree

20. The Town reserves the right to enter the property during regular business hours to ensure compliance with the conditions of this Conditional Use.

Response: Agree. However, we request a 24 hours' notice to make sure someone is onsite to allow access.

Town's Response: The Town reserves the right to enter the property during regular business hours to ensure compliance with the conditions of this Conditional Use. The Town shall provide 24-hours notice to the property owner before site visitation.

21. The Applicant must sign and accept all conditions of this Conditional Use.

Response: Agree

ORDINANCE NO. 2024-44

ORDINANCE 2024-44

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, TO CHANGE THE ZONING FROM LAKE COUNTY AGRICULTURE TO TOWN OF MONTVERDE SINGLE-FAMILY RESIDENTIAL PUD FOR THE HEREIN DESCRIBED PROPERTY OWNED BY MONTVERDE LANDCO, LLC AND LOCATED NORTH OF OSGOOD ROAD, WEST OF LAKE APOPKA AND PARTIALLY EAST OF KIRK ISLAND RD; DIRECTING THE TOWN MANAGER TO AMEND THE ZONING MAP AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; APPROVING VARIANCES FROM TOWN CODE WITH CONDITIONS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Thomas Settle, as applicant on behalf of the owner, Montverde LandCo, LLC., requested a rezoning from Lake County Agriculture to Town of Montverde Single-Family Residential PUD; and

WHEREAS, the subject properties consist of 111.411+/- acres located, and is more particularly described in **Exhibit "A"** attached hereto, consisting of Lake County Parcel Id Nos. 01-22-26-1500-000-000C00 (1066352); 35-21-26-0004-000-00400 (1064112); 36-21-26-0003-000-00100 (1028124); and 02-22-26-0001-000-00100 (1031168); and

WHEREAS, the property has a future land use designation of Single-Family Low Density Residential and establishes a minimum lot size for residential dwelling units at ½ acre as shown on the Town of Montverde Comprehensive Plan Future Land Use Map; and

WHEREAS, the proposed zoning is consistent with the future land use designation; and

WHEREAS, all property owners within 600 feet of the Property were provided written notice of a requests for variances from the Town's Code and such requests were considered based on the standards set forth in Sec. 10-12, Art. I, Ch. 10 of the Land Development Code; and

WHEREAS, the Town of Montverde Planning and Zoning Board held a public hearing on this ordinance and made a recommendation to the Town Council; and

WHEREAS, the Town has held such public hearing, and the records of the Town provide that the owners of the land affected have been notified as required by law; and

WHEREAS, this Ordinance has been advertised in a newspaper of general circulation in the town no less than 10 days prior to the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Montverde, Florida, as follows:

Section 1: Zoning Classification.

That the Property shall be designated as Town of Montverde Single-Family Residential PUD in accordance with Land Development Code of the Town of Montverde, Florida, and this Ordinance.

See attached legal description attached hereto as **Exhibit A**.

Lake County Parcel Id Nos. 01-22-26-1500-000-000C00 (1066352); 35-21-26-0004-000-00400 (1064112); 36-21-26-0003-000-00100 (1028124); 02-22-26-0001-000-00100 (1031168) (the "Property").

The Property is more particularly depicted in **Exhibit B** attached hereto and incorporated herein.

Section 2: Terms.

The uses of the Property will be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached as **Exhibit C**. To the extent there are conflicts between **Exhibit C** and this Ordinance, this Ordinance will take precedence.

A. Permitted Land Uses.

1. Residential - a maximum of 139 single-family dwelling units. Each residential lot shall be a minimum of 0.5 acres in size.
2. Accessory uses directly associated with the single-family dwelling units may be approved by the town manager or designee.
3. Any other use of the Property not specified herein will require approval of an amendment to this Ordinance by the Town Council.

B. Setbacks. The minimum setback for residential development shall be as follows:

- Front: 20 feet from the property line
- Side: 7.5 feet from the property line
- Rear: 20 feet from the property line (50' for waterfront and wetland lots)
- Side Corner: 10 feet from the property line
- Pool, screen and decking: 5 feet from any property line
- Driveway: 3 feet from any property line. There shall be no development such as hardscape or gravel within this setback. Landscape and sod are the only permissible uses within 3-ft of each property line pursuant to Town code.
- Accessory Structures Rear Yard Only: 7.5 feet setback from all property lines (50' for waterfront and wetland lots)
- A/C pads/pool equipment: May be located either at the rear of the house or within the side setback, excluding side corner setback.

NOTE: For purposes of determining setbacks, the rear setback will be measured from the conservation easement/LID easement line and NOT the Lot's rear property line unless no conservation easement/LID easement is located on the lot.

1. Lot sizes shall be in compliance with the PUD; however modifications may be made during the final engineering process as long as:
 - a. There will be no increase in the total density beyond what is approved in the PUD.
 - b. The minimum lot size must be at least half an acre.
 - c. The general street network and drainage layout remain unchanged.
 - d. Allowed minimum lot width is 60-ft. Remaining lot widths must be consistent with Exhibit C.
2. All development, including but not limited to fences, sheds, and accessory structures, excluding permitted docks shall adhere to a minimum setback of 50 feet from the delineation of the seasonal high-water elevation or jurisdictional wetland line (whichever line is higher). The seasonal high-water elevation and jurisdictional wetland line shall be established by a qualified professional using soil conditions and vegetative indicators. In ground concrete or fiber glass pools and associated pool decking are permitted within the 50-foot setback but must be at least 25-feet from the seasonal high-water elevation or wetland jurisdictional line (whichever line is higher). Sec. 10-90, Art. III, Ch. 10, LDC.
3. Any setback not specified must be in accordance with the Town of Montverde Land Development Code, as amended.

C. Environmental Requirements.

1. Prior to any development, a current environmental assessment must be submitted to identify impacts to wetlands, habitat, wildlife corridors, flora, and fauna. The environmental assessment must identify the location of nuisance and/or exotic plant species (According to UF-IFAS) and proposed methods to remove these plant species.
2. Must adhere to all Comprehensive Plan and Land Development Code regulations, as amended.
3. Exhibit C3.1 (or as approved by the Town Engineer) depicts drainage, wetland, slope, upland buffer and utility easements and open space for the proposed development. These areas shall be managed by the HOA in perpetuity to protect natural and water resources. Structures, vehicles, and non-native landscaping are not permitted in these areas including within easements located on individual lots.

D. Stormwater Management. The stormwater management system shall be designed in accordance with all applicable Town of Montverde and St. Johns River Water Management District (SJRWMD) requirements; as amended. It is the responsibility of the HOA to maintain all stormwater systems inclusive of drainage easements in perpetuity.

E. Utilities.

1. The provision of potable water must be permitted in accordance with Florida Department of Health, Florida Department of Environmental Protection, Town of Montverde Comprehensive Plan and Town of Montverde Code of Ordinance regulations.
2. The provision of wastewater service must be permitted in accordance with Florida Department of Health, Florida Department of Environmental Protection, Town of Montverde Comprehensive Plan and Town of Montverde Code of Ordinance regulations. The developer will be responsible for the installation and maintenance of a Florida DEP approved sewer system.
3. The parties will enter into a utility agreement, if required by the Town, before or simultaneously with preliminary plat approval by Town Council.
4. The Town currently has no plans or ability to provide sewer capacity. Provided construction plans are approved and substantial construction, consistent with the approved plans, commences and diligently progresses prior to the Town having sewer capacity to serve the Property, the developer shall not be required to (a) construct, install, maintain or fund any on-site or off-site sewage system infrastructure, including but not limited to dry lines, lift station(s), force main(s), or other related facilities, (b) decommission any enhanced nutrient-reducing onsite sewage treatment and disposal system, or onsite sewage treatment and disposal system, or (c) pay sewer connection fees or other financial obligations associated with any Town-managed sewer utility. In lieu of constructing dry utility lines as required by Town code, the developer will design, permit and construct at its expense an FDEP approved on-site sewage treatment system.
5. Each lot must include utility easements in favor of the Town – 5-ft. side, 10-ft. front, and 10-ft. rear.
6. All homes must be Water Star Certified.

F. Recreation areas.

1. Recreation areas must be allocated on the site in accordance with Policy 1-1.14.1 (C), Montverde Comprehensive Plan.
2. Provide an 80-ft ROW along Abrams Avenue in the southeastern corner of the Property from Lake Apopka to the western extent of Temple Street to

accommodate access to and parking for the boat ramp. (Existing Town ROW is 40-ft).

G. Open space/Impervious Surface Ratio.

1. Minimum open space standard is 25 percent in accordance with Policy 1-1.1.2, Montverde Comprehensive Plan.
2. Maximum area of site to be covered by impervious surface is 50 percent in accordance with Policy 1-2.27(B), Montverde Comprehensive Plan.
3. Maximum area of each individual lot to be covered by impervious surface is strictly 50 percent in accordance with the Town's Comprehensive Plan and LDC.

H. Parking.

1. Parking shall be accomplished in accordance with the Town of Montverde Neighborhood Standards and Guidelines Manual for New Subdivisions.

I. Transportation.

1. Transportation including roads, trails, sidewalks, and access shall be constructed in accordance with the Town of Montverde Neighborhood Standards and Guidelines Manual for New Subdivisions, the "Montverde Walks" Plan, and in coordination with Lake County Public Works and Trails.
2. All roads within the Property must be designed and constructed in accordance with City of Mount Dora standard providing 2-travel lanes, minimum 11 ft wide travel lanes of asphalt totaling no less than 22-ft with Miami Curb or other curbing approved by the Town's Engineer.
3. In order to satisfy Lake County Fire Safety emergency service access requirements, the developer will contribute \$1,500,000 to the Town in addition to payment of Town road impact fees. The Town will construct at least one access road leading up to the development that satisfies emergency service access requirements. The access road improvements will also include construction of a sidewalk on one side of the road. The sidewalk shall connect the onsite trail system to the Town's existing trail and shall satisfy the Town's condition of connectivity to the Lake County Trail System. The payment of \$1,500,000 shall be paid in three equal installments of \$500,000. The first payment is due upon approval of the construction plans. The second payment is due at final plat approval. The third payment is due simultaneously with issuance of the first Certificate of Occupancy.

J. Lighting.

1. Lighting shall be constructed in accordance with the Town of Montverde Neighborhood Standards and Guidelines Manual for New Subdivisions and must

be consistent with “Dark Sky” criteria per the International Dark Sky Association (IDA) standards.

2. HOA is responsible for the costs of the lighting, electrical and maintenance.

K. Signage.

1. Signage shall be constructed in accordance with the Town of Montverde Neighborhood Standards and Guidelines Manual for New Subdivisions.

L. Sidewalks.

Sidewalks inside the development must be 6’ in width. A minimum of 16 sidewalk stamps shall be installed at various sidewalk location within the subdivision. The sidewalk stamps shall be installed in accordance with the intent of the “Montverde Walks” plan.

M. Driveways and Road Aprons.

Driveways and road aprons must be constructed in accordance with Section 4-84 of the Montverde Land Development Code.

N. Landscaping.

1. Historic/Heritage trees on the Property must be preserved unless approved for removal by Town Council.
2. Landscaping shall be accomplished in accordance with the Town of Montverde Neighborhood Standards and Guidelines Manual for New Subdivisions, and shall also include:
 - i. Within each residential lot, no more than 55 percent of the total landscape coverage is permitted to contain turfgrass.
 - ii. All landscape materials throughout the subdivision shall be Florida Friendly landscape materials.
 - iii. Landscape perimeter buffers and landscape in common areas must be comprised of 100 percent Florida native plants.
 - iv. The project will have a 30’ perimeter buffer adjacent to the existing development on the project’s southern perimeter and will utilize the recommended plant quantities for this size of buffer listed in the Standards and Guidelines Manual.
 - v. In accordance with Town LDC, the minimum number of trees and shrubs on each lot shall be as follows except as provided below. (1) Florida native canopy tree in the front yard with 4” caliper minimum; (2) Florida native canopy trees in the rear yard 4” caliper minimum; and one more accent tree from the Florida Friendly TM list such as crepe myrtle 2” caliper. Shrubs must be 18” tall at the time of planting. The number of shrubs required in the front yard is based on 50% of the lot width (for example a 60-ft wide lot requires 30 shrubs,

a 70-ft wide lot requires 35 shrubs planted in the front yard or within 15' of the front building line of the residence in the side yard. These are intended to be foundational shrubs. The Town Planner shall have flexibility in approving the location of trees and shrubs on a lot, using reasonable professional judgment, as long as each lot contains the required minimum number of trees and shrubs. The HOA shall be responsible for ensuring the minimum number of trees required on each lot per the PUD is maintained.

- vi. All trees installed for canopy coverage in areas including Right-of-Way, Open Space, and Common Areas must be comprised of 100% Florida native plants. This does not prevent the use of specimen fruit trees in appropriate areas. Trees that grow up to 30' should be planted at least 4' from any sidewalk. Canopy trees that are planted closer than 4' from a sidewalk shall require root barriers, as approved by the Town Planner. Any trees planted in addition to the minimum number of 100 percent Florida Native Florida trees must be classified as Florida Friendly per UF-IFAS.
- vii. Invasive Plant Species (as identified by the USDA Federal Noxious Weed List or UF-IFAS) are prohibited and must be removed from the entire Property prior to construction.
- viii. Irrigation *during first year of landscape plantings*. All landscaping must be irrigated during the first year of being planted to encourage healthy growth of the root system and establishment of the landscaping. The HOA shall be responsible for keeping landscaping maintained in the Right-of-Way, Open Space and Common Areas.
- ix. Outreach Materials Landscaping - The developer/builder shall provide an educational brochure as part of the homeowners manual to each homeowner indicating to the homeowner acceptable landscape materials as defined by the Neighborhood Standards and Guidelines Manual for New Subdivisions. The brochure shall include information concerning the use of fertilizers pursuant to the Town's code and proper use recommendations from UF-IFAS.
- x. A Montverde Style-approved fence be installed on the southern boundary of the property in a location approved by the Town planner.
- xi. Low Impact Development techniques will be used for swales and revegetation throughout the stormwater collection system. The revegetation will focus on establishing native habitats throughout the community.
- xii. Lots shall incorporate a maximum of 55 percent landscape coverage with turfgrass within a standard lot depth of 120 feet. The areas within the designated drainage easement will be stabilized as required by the

St. Johns River Water Management District (SJRWMD) and Town of Montverde LDC.

- xiii. HOA documents must include provisions for maintaining in perpetuity all common area features, stormwater system, and LID elements. The town must review and approve HOA documents. Documents must provide a mechanism, such as mandatory reserve accounts to ensure financial sustainability for maintenance as required herein.

O. Neighborhood Standards and Guidelines Manual for New Subdivisions.

1. The development must adhere to all other design criteria within the Neighborhood Standards and Guidelines Manual for New Subdivisions including, but not limited to:
 - i. Low Impact Development (LID) principles in accordance with the Neighborhood Standards and Guidelines Manual for New Subdivisions must be incorporated into the site plan and construction plans prior to the Town's Final Plat approval.
 - ii. Fences. Acceptable fencing includes wrought iron or aluminum, picket fences (wood or vinyl), and "Montverde Style" fence. Prohibited fence styles include chain link, wire mesh, wood or vinyl stockade style fences of any size, barbed wire, chicken wire (or similar), field fences, and wire fences of any type or construction with opaque fabric. Fences of any type are discouraged in front yards but permitted so long as they are 4 ft in height or less. Privacy fences are permitted around pools and spas but not on property boundaries.
 - iii. Outreach Materials LID – In order for a development to successfully sustain LID and Landscaping techniques planned for installation, it is important for all stakeholders in a project to understand the LID measures and use of native landscapes and each individual's role to protect the water and landscape environment. Contractors should understand the proper installation methods; builders should understand the value of proper installation and maintenance of the LID measures; and future/ potential property purchasers and owners should be made aware of the value that inclusion of LID in the site design has for the owner, as well as understand the importance of, and ensuring that future maintenance and operation occurs.

P HOA Responsibilities for a Conservation Oriented Neighborhood.

1. A printed, bounded, color manual shall be given to each homeowner. The manual shall describe the natural resources within and adjacent to the residential subdivision. At a minimum, but not limited to, the manual shall provide the following. This information must be included in the final plat provided then included in HOA documents as an exhibit to the recorded declarations.

- i. The manual shall inform the homeowners regarding the ecological and hydrologic importance of the buffer areas and easements and the requirement for these areas to remain passive, free from structures and vehicles, and non-native plants. The subdivision's LID design and intent shall be discussed in this manual.
 - ii. The manual shall provide a list of preferred and prohibited plant and tree species and graphically depict the limits of sod use to a maximum of 55 percent coverage.
 - iii. The manual shall graphically (in color) depict permitted fence types.
 - iv. The manual shall provide information on fertilizer restrictions.
- 2. Signs shall be installed noting the limits and restrictions of the easements. The signs shall be visible to each lot and shall contain language noting the area as a conservation easement and that no structures or landscaping shall be installed beyond the point of the sign. The signs shall also note that the area is to be maintained by the HOA and not the homeowner.
- 3. A management plan for the open space, shoreline areas and conservation easements must be provided to the Town prior to construction activities. The management plan must be prepared by a qualified conservation biologist who is experienced in managing conservation easements. The plan must provide assurances that perpetual management activities include the on-going removal of any nuisance/exotic vegetative species that may occur.

Section 3: Waivers approved with conditions.

- 1. **Waiver from:** Section V.B. Housing Model/Style Variety. No street block should have more than two consecutive single-family homes with the same house model.

Granted with the following conditions:

- a) Proposed development may have more than two consecutive single-family homes with the same or similar house model. However, façades will differ in style, finishings, and color to maintain a non-monotonous street frontage.
- b) The developer shall provide raised medians for traffic calming measures.

- 2. **Waiver from:** Section V.E. Architectural Standards. Prohibited Styles. Modern Contemporary or Modern Ranch "Garage Dominated" style homes with garage doors that exceed 30 percent of the front, street facing façade.

Granted with the following conditions:

- a) Garages facing the street will not exceed 50 percent of the front elevation on the street-facing façade. This is proportionally well balanced with the Accepted Styles given in the

Standards and Guidelines Manual (V.E.2.) and are still relative to Acceptable Styles with front-loaded garages.

- b) Should a garage door exceed 30 percent of the front façade, pavers shall be used for the driveway and lead walk in lieu of poured concrete, except for the driveway apron.
- c) All garage doors will be “upgraded” from standard 32 panel garage doors.

3. **Waiver from:** Exterior Finishes: Residential structures should support Montverde traditions and maintain a level of craft in the process of construction. Exterior finishes should be primarily hardy board, brick, rock, and masonry. Stucco is acceptable if consistent with an approved architectural style. Brick and stone veneer are prohibited.

Granted with the following condition:

- a) Cultured brick and stone veneer must be used. The veneer must have an average thickness of 2-1/2" when applied to the walls or columns adding texture and shadow. The veneer must vary in pattern style and color to enhance the architectural style and paint scheme.

4. **Waiver from:** No more than 50 percent of the lots in proposed subdivision (all phases) are permitted to contain front loaded garages. *Justification:* Alleys and alley-loaded garages are not practical nor feasible for the proposed lot configurations and all lots have an average depth of over 250-ft, front loaded garages shall be allowed.

Granted with the following condition:

- a) The builder will provide side-loaded garages on 10 percent of the lots.

5. **Waiver from:** Garages must be at a minimum 27 ft x 29 ft interior size.

Granted with the following condition:

- a) Homes will feature standard two-car garages which will be a minimum of 20 ft x 20 ft.

6. **Waiver from:** Section V.F. Staying Connected – Walkable Neighborhoods. Traffic Calming. Intersections along primary entry road(s) to neighborhoods of ten (10) or more homes must contain a traffic circle at the main entry point of first intersection. Traffic circle size shall be determined by *FDOT's Florida Green Book*.

Granted with the following condition:

- a) Proposed Traffic Calming measures will not necessarily be consistent with *FDOT's Florida Green Book*. Instead, appropriate Traffic Calming measures as illustrated on page 26 of the Standards and Guidelines Manual must be utilized. Complete Streets Design Measures (V.F.3.) will be implemented and include canopy street trees to provide shaded sidewalks, speed control devices (see traffic circle exhibit on page 26 of Standards and Guidelines Manual), and on street parallel parking spaces where appropriate as determined by the Town.

8. **Waiver from:** Block Length. Connectivity shall be promoted with short blocks, wide sidewalks, pathways, and a mix of uses within walking distance. There shall be a maximum block length of 500 feet and circumference of 1,300 feet. The applicant may vary this requirement by up to 25 percent provided site conditions or engineering considerations justify the variance. *Justification:* The required block length and circumference specifications are not feasible considering the existing site conditions and the proposed large lot, low density master plan that mandates minimum half acre lot sizes. The entire site is walkable with on street canopy trees providing shaded sidewalks.

Granted with the following condition:

- a) The builder shall provide a 4' wide raised median which will be implemented throughout the development substantially similar to **Exhibit C2.3** or as approved by the Town Engineer. This median will help calm traffic and provide safe crossing points for pedestrians, improving walkability while supporting the low-density character of the development.

9. **Waiver from:** Section V.H. Conservation Criteria. Landscaping. Canopy Coverage Requirements. All trees installed for canopy coverage in areas including Residential lots, Right-of-Way, Open Space, and Commons Areas must be native to Florida. This does not preclude the use of specimen fruit trees in appropriate areas. Canopy coverage utilizing palm trees must include palm species native to Florida. Trees that grow up to 30' should be planted at least 4' from any sidewalk, 30'-50' trees should be planted at least 6' from any sidewalk, and trees that grow to over 50' should be planted at least 8' from any sidewalk (including fruit trees approved by UF-IFAS). *Justification:* 3-ft to 4-ft from sidewalks is standard practice in the industry and 8-ft is deemed to be excessive and unnecessary.

Granted with the following conditions:

- a) Canopy trees must adhere to the native species requirements.
b) When canopy trees are planted closer than 8' to sidewalks, trails, and pavement, root barriers must be utilized to prevent damage. In no case shall a tree be planted less than 4' from a sidewalk, trail, or road.

10. **Waiver from:** H1.f. Landscaping. Water Conservation. Consistent with the Town's Comprehensive Plan, for any proposed subdivision having more than 25 lots, non-potable sources for landscape irrigation must be provided. *Justification:* As non-potable water sources are not available for this community, the Developer may be using potable water for temporary irrigation systems to be utilized during the landscape establishment period.

11. **Waiver from:** Design Standards. Article III. Hillside Development. Sec. 4-52.e. If a retaining wall is required, then the wall should be shown with the grading plan and design certified by a state registered engineer, if over 36 inches in height. Walls over 60 inches will

not be allowed. Any wall 36 inches and over shall be installed with a decorative aluminum handrail, as required by the Florida Building Code. Wood retaining walls are prohibited.

Justification: The proposed development will require retaining wall heights greater than 60 inches due to the severe topography of the site. This will limit the use of tiered retaining walls to allow for easier maintenance and provide more usable yard space.

Granted with the following condition:

- a) Walls greater than 60" may be allowed, provided they are designed by a licensed engineer of the State of Florida. All retaining walls greater than 36" shall be submitted to the Town for review and approval prior to construction. Approval shall not be unreasonably withheld.

12. Waiver from: Design Standards. Article III. Hillside Development. Sec. 4-52.c. Slopes steeper than 4:1 slopes will not be allowed, 5:1 is encouraged. *Justification:* The proposed development will include areas within the development that are proposed to remain in its current state and those areas may have existing slopes steeper than 4:1. Such areas may include lots containing stormwater ponds and/or swales requiring use of slopes steeper than 4:1, or areas along the shoreline of Lake Apopka or wetlands to retain conditions as similar as possible to existing conditions.

Granted with the following conditions:

- a) Approval by the Town's engineer during the construction plan review process will be necessary to deviate from Town's code relating to slopes, and such approval will not be unreasonably withheld.
- b) Lots that are adjacent to or include developer constructed retaining walls, including but not limited to lots along the western portion of the Property, must provide for an easement in favor of the HOA for maintenance purposes in perpetuity and also prohibit improvements (other than landscaping which is allowed) within any portions of those lots inaccessible to the lot owner due to the retaining wall. Portions of lots inaccessible to the lot owner due to the retaining wall shall remain in an unimproved, natural state or be landscaped, and must be maintained by the HOA.

The following conditions shall be adhered to with approval of the waivers requested above:

1. At least six (6) (3 locations) highly visible interpretative kiosks (signs) shall be placed in common areas to showcase the archaeological significance of the site. Additionally, the kiosks may describe the natural resources within and adjacent to the residential subdivision. The interpretive kiosks shall be a minimum size of 4x8' with a roof/cover and shall be maintained by the HOA.
2. To provide an opportunity for community engagement and activity, the developer will create recreational features, such as tot lots or outdoor exercise equipment with final concept plan to be approved before final plat.

3. The developer shall provide cultural and wayfinding signage to be displayed across the site to promote connectivity and emphasize site heritage.
4. The developer/builder will ensure non-monotonous street frontage by using different techniques which will be determined at the time of final engineering.
5. A 30-ft landscape buffer with a trail included must be constructed along Osgood Road, at the southern boundary of the site.
6. To further interconnectivity, a trail connection (an 8 ft. sidewalk or wide walk) to the Lake Co. Trail System will be constructed by the Town but funded by the developer as provided in Section 2.I.3. of this ordinance.
7. Construction drawings cannot be submitted for review until the utility agreement is approved.
8. A utility easement along Osgood Road in favor of the Town for the Town to operate the irrigation to the Property is required. The developer must permit and construct an irrigation water line and related equipment from Lake Apopka to the Property within the utility easement. However, if determined to not be allowed, or is allowed, but the developer and the Town determine that contribution by the developer to another alternative water supply source project approved by the Town is more beneficial to the Town and does not negatively affect the Town's potable water consumptive use permit and allocation, then the developer will not be required to permit and construct the line from Lake Apopka. However, the requirement to provide the utility easement remains.

Section 5: General Conditions.

- a) No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Town of Montverde Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.
- b) This Ordinance will ensure to the benefit of, and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor, and will be subject to each and every condition in this Ordinance.
- c) The transfer of ownership or lease of any or all of the property described in this Ordinance must include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.
- d) Action by the Town Code Enforcement Special Master. The Town Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 6: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the Town of Montverde, Florida.

Section 7 Official Zoning Map.

That the Town Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the Town of Montverde, Florida, to include said designation consistent with this Ordinance.

Section 8: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 9: Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at a public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 10: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the Town Council of the Town of Montverde.

ADOPTED AND APPROVED by the Town Council of the Town of Montverde, Lake County, Florida this ____ day of _____, 2025.

Joe Wynkoop, Mayor

Attest:

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
Vice Mayor Carol Womack		
Vacant		
Councilmember Allan Hartle		
Councilmember Joe Morganelli		
Mayor Joe Wynkoop		

NOTICE OF PUBLIC HEARINGS

You are receiving this notice because you own property within 600-feet of a new residential development (see below). The Town of Montverde is required by law to notify you of the upcoming Town Council meetings. If you have no questions, or do not wish to attend the meeting, you may disregard this notice. No action is required of you.

To: Surrounding Property Owners
From: Paul Larino, Town Manager
Date: February 20, 2024
Re: Notice of Public Hearing for PUD

Notice is hereby given that the Town Council will hold a public hearing on **Tuesday, March 11, 2025, at 7:00 p.m.**, in the Town of Montverde Town Hall, 17404 Sixth Street, Montverde, Florida, regarding the Osgood development located north of Osgood Road in Montverde, Florida.

ORDINANCE 2024-44

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, TO CHANGE THE ZONING FROM LAKE COUNTY AGRICULTURE TO TOWN OF MONTVERDE SINGLE-FAMILY RESIDENTIAL PUD FOR THE HEREIN DESCRIBED PROPERTY OWNED BY MONTVERDE LANDCO, LLC AND LOCATED NORTH OF OSGOOD ROAD, WEST OF LAKE APOPKA AND PARTIALLY EAST OF KIRK ISLAND RD; DIRECTING THE TOWN MANAGER TO AMEND THE ZONING MAP AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; APPROVING VARIANCES FROM TOWN CODE WITH CONDITIONS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Specifically: The Town Council will deliberate on whether or not to issue a Planned Unit Development (PUD) zoning designation for the Osgood Development located at 17950 Dodie Trail (see Figure 1) that is within Town limits. Alt Key Numbers: 1066352, 1064112, 1028124, 1031168.

The public is invited to attend these meetings. Information is available at the Town Clerk's Office, 17404 Sixth Street, Montverde, Florida, Monday - Thursday, from 7am – 6pm. Interested parties may appear at the meetings and be heard with respect to the proposed ordinance. Persons with disabilities needing assistance to participate in this proceeding should contact the Town Clerk at least 48 hours before the meetings.

Persons are advised that if they decide to appeal any decision made at this meeting, they will need a record of the proceeding, and for such purposes, they may need to ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is based, per Section 286.0105, Florida Statutes.

Paul Larino, Town Manager
Town of Montverde



Figure 1

Current Zoning: "Lake County Agriculture"
Proposed Zoning: "Town of Montverde Single-Family Residential PUD"
Alt Key Numbers: 1066352, 1064112, 1028124, 1031168

NOTICE OF PUBLIC HEARING

The Town of Montverde Town Council will hold a public hearing on **Tuesday, March 11, 2025, at 7:00 p.m.**, at the Town Hall Auditorium located at 17404 Sixth Street, Montverde, Florida to deliberate on the following:

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, TO CHANGE THE ZONING FROM LAKE COUNTY AGRICULTURE TO TOWN OF MONTVERDE SINGLE-FAMILY RESIDENTIAL PUD FOR THE HEREIN DESCRIBED PROPERTY OWNED BY MONTVERDE LANDCO, LLC AND LOCATED NORTH OF OSGOOD ROAD, WEST OF LAKE APOPKA AND EAST OF KIRK ISLAND RD; DIRECTING THE TOWN MANAGER TO AMEND THE ZONING MAP AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; APPROVING VARIANCES FROM TOWN CODE WITH CONDITIONS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

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Interested parties may appear at the Planning & Zoning public hearing and be heard with respect to the proposed ordinance. Persons with disabilities needing assistance to participate in this proceeding should contact the Town Clerk at least 48 hours before the meetings at 407-469-2681.

This ordinance is available at the Town Clerk's Office, at Town Hall located at 17404 Sixth Street, Montverde, Florida, for inspection on Monday through Thursday, from 7:00 a.m. to 6:00 p.m.

Persons are advised that if they decide to appeal any decision made at this meeting, they will need a record of the proceeding, and for such purposes, they may need to ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is based, per Section 286.0105, Florida Statutes.

Paul Larino, Town Manager
Town of Montverde

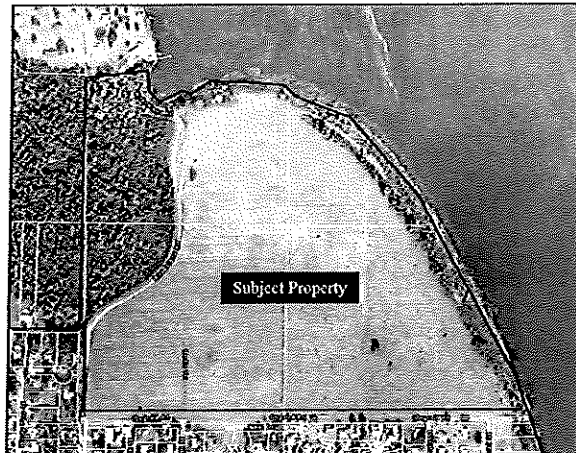


Figure 1

Current Zoning: "Lake County Agriculture"

Proposed Zoning: "Town of Montverde Single Family Residential PUD"

Ad # 11059554. 2/25/2025.

LF41312872

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Specifically: The Town Council will deliberate on whether or not to issue a Planned Unit Development (PUD) zoning designation for the Osgood Development located at 17950 Dodie Trail (see Figure 1) that is within Town limits. Alt Key Numbers: 1066352, 1064112, 1028124, 1031168.

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Paul Larino, Town Manager
Town of Montverde



Figure 1
Current Zoning: "Lake County Agriculture"
Proposed Zoning: "Town of Montverde Single Family Residential PUD"



STAFF REPORT

REZONING TO PLANNED UNIT DEVELOPMENT (PUD)

Public Hearing: Town Council - Adoption Hearing
March 11, 2025

Ordinance No.: Ordinance 2024-44

Applicant/Owner: Thomas Settle on behalf of Montverde LandCo.

Application No.: Z24-000001 (PUD) and P24-000001 (PDP*)

Requested Action: The applicant seeks a rezoning of +/- 111.41 acres from Lake County Agriculture (A) to Montverde Single Family Residential Planned Unit Development (PUD).

Staff Determination: Staff finds the rezoning application consistent with the Comprehensive Plan and Land Development Regulations (LDR) and recommends that if this application is approved, that it be approved with the conditions outlined in Ordinance 2024-44. This is based on the analysis provided below.

Subject Property Information

Size: 111.41 +/- Acres

Location: 17950 Dodie Trail, Montverde, FL. (Located north of Osgood Road, West of Lake Apopka, and East of Kirk Island Rd).

Alternate Key No.: 1066352, 1064112, 1028124, 1031168

Existing Zoning District: Lake County Agriculture (A)

Proposed Zoning District: Montverde Single Family Residential (PUD)

Future Land Use Designation: Single Family Low Density



STAFF REPORT

Adjacent Property Land Use

Direction	Zoning	Existing Use	Comments
North	N/A	N/A	Lake Apopka
East	N/A	N/A	Lake Apopka
South	R1M & RA/MH	Residential	Within Town Limits
West	R1M & R1L	Residential	Mostly in Lake County

R1M: Single Family Medium Density

R1M & RA/MH: Residential Affordable/Manufactured Housing

Existing and Proposed Development Standards Zoning District Maximum

	Zoning District	Maximum Density	Maximum Floor Area Ratio	Maximum ISR	Minimum Open Space*	Maximum Building Height
Existing	LC-A	NA	NA	NA	NA	NA
Proposed	R1L PUD	½ Acre Lots		50%	25%	35 feet

* Please note that a Comprehensive Plan Amendment is currently being processed by the Town that will require a minimum of 25% Open Space for R1L and PUD.

Background Information

- 2/11/25, Town Council Recommended Denial of the PUD Ordinance 2024-44. The hearing was Continued from the 1/14/25 meeting.
- 12/11/24, Planning & Zoning Board Recommended Approval of the PUD Ordinance 2024-44, and Continued the Preliminary Development Plan which is pending changes requested and will need to be presented again at P&Z, date TBD.
- 3/21/22, Ordinance 2022-21, passed 3:2, amending the Town of Montverde's Comprehensive Land Use Plan Designation from Lake County Agriculture to Town of Montverde Single Family Low Density with minimum .5-acre lot sizes on the Future Land Use Map for the herein described property.



STAFF REPORT

Staff Analysis

- 1) Land Development Code (LDC) Sec. 10-7 requires that a rezoning request must include a conceptual site plan. The applicant has provided a conceptual site plan that shows development consistent with Single Family Low Density land use. This supports the request for rezoning from Lake County Agriculture to Montverde Single Family PUD zoning district.
- 2) LDC Sec. 10-9. Stipulates additional review criteria for a proposed rezoning application that the Town must consider in its evaluation for approval. Each of these are discussed below:
 - a) **The need and justification for the change-** as stated in 1) above, the applicant has provided a proposed Preliminary Development Plan that shows development consistent with Single Family Low Density land use.
 - b) **The effect of the change, if any, on the particular property and on surrounding properties-** the rezoning to Single Family Residential PUD for this property will enable the applicant to develop the property as agreed upon during the approval process. The proposed rezoning would provide a housing density that complements the surrounding residential R1L, R1M, and AH/MH zoned properties. Please see the attached Rezoning Map that show the relationship of this property to the surrounding zoning districts.
 - c) **The amount of undeveloped land having the same classifications as that requested in the general area and throughout the town-** there is limited land for PUDs in the Town. The rezoning provides the Town with the opportunity to be consistent or better with the type of residential properties available throughout the Town and negotiate the best possible outcome for a mutually beneficial new lakefront community.
 - d) **The relationship of the proposed amendment to the purposes of the Town's Comprehensive Plan, with appropriate consideration as to whether the proposed change will further the purposes of this LDC and the Plan-** as identified in c) above, the Rezoning is consistent with residential properties throughout the Town. It also is consistent with the Comprehensive Plan policies regarding residential development.



STAFF REPORT

- e) **The availability and provision of adequate services and facilities-** the developer will be providing its own sewer system and will hook into the Town's potable water service.
- f) **The impact on the natural environment-** as the property is located between Lake Apopka on the north and east and wetlands on the west, both the developer and the Town are taking measures to protect the natural environment surrounding the property.
- g) **Other criteria as may be applicable-** Approval of the Rezoning allows the developer to continue with the Preliminary Development Plan. This would be a separate application following the Rezoning, which would also require formal consideration by the Planning and Zoning Board and Town Council.

Sec. 8-4. – Procedures for review of development plans and plats.

There shall be a three-step process for the approval of all subdivision plats. This process is intended to permit full and adequate review by the town in order to ensure and protect the public interest. This process will also benefit the applicant by identifying conceptual problems with the development and offering solutions to alleviating those problems prior to the preparation of detailed plans. This three-step process shall be as follows:

- (1) Preliminary development plan;
- (2) Final development plan; and
- (3) Record plat.

(Ord. No. 2003-01, § 6.3, 3-11-2003)

Sec. 8-5. - Preliminary development plan—Purpose and stage of proposal.

The purpose of the preliminary development plan is to provide for an initial review of the development proposal and the basic development concepts prior to proceeding with the detailed phases of the preliminary development plan. The applicant will provide a concise statement and description of the development proposal. The expenses for engineering studies, detailed surveying, legal information and planning studies may not be necessitated at this stage.

(Ord. No. 2003-01, § 6.4, 3-11-2003)



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Sec. 8-6. - Same—Review and approval procedure.

(a) Initial point and deadline. All submittals must be made to the town clerk in order to be reviewed by the town's consultants and scheduled for a planning and zoning committee hearing.

(b) Submittals and fees. Preliminary development plan submittals shall be as required. Appropriate fees shall be paid at the time of submittal.

(c) Review process. Each preliminary development plan shall follow a standard review process as outlined below:

(1) All submittals will be compiled and circulated by the town clerk to the consultants for review and comment.

(2) The submittals shall be reviewed by the consultants and a written report will be forwarded to the mayor for review.

(3) If significant problems with the design layout or physical properties with the site are indicated, the consultants may request that the applicant provide additional information as deemed necessary before making a decision on the preliminary development plan as submitted.

(4) The application will be forwarded to the planning and zoning committee along with the consultant's recommendations.

(5) The application will then be forwarded to the town council with the planning and zoning committee's recommendation and the consultant's recommendations.

(d) Street names. All street names must be approved by the addressing division of the county public works department.

(e) Time limit on approval. An approved preliminary development plan will automatically lapse if a final development plan has not been submitted for the site within one year of preliminary development plan approval. An extension to the one-year time limit may be considered by the planning and zoning committee upon written request by the applicant prior to the expiration date which shows good cause for extension. Up to two six-month extensions may be allowed before a reapplication is required. (Ord. No. 2003-01, § 6.4.1, 3-11-2003)



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3) LDC Sec. 10-56. - PUD—Planned unit development district

This application meets the provisions of the PUD standards as follows:

- (1) Provides for a planned residential community containing a variety of residential structures and a diversity of building arrangements, developed in accordance with an approved final development plan.
- (2) Allows diversification of uses, structures and open spaces in a manner compatible with existing and permitted land uses on abutting properties.
- (3) Reduces improvement costs through a more efficient use of land and a smaller network of utilities and streets than is possible through the application of other zoning districts.
- (4) Ensures that development will occur according to the limitations of use, design, density, coverage and phasing stipulated on an approved final development plan.
- (5) Preserves the natural amenities and environmental assets of the land by encouraging the preservation and improvement of scenic and functional open areas.
- (6) Encourages an increase in the amount of usable open space areas by permitting a more economical and concentrated use of building areas than would be possible through conventional subdivision practices.
- (7) Provides the maximum opportunity for the application of innovative concepts of site planning in the creation of an aesthetically pleasing living environment on properties of adequate size, shape and location. The planned unit development district is permitted within all land use categories shown on the Future Land Use Map of the comprehensive plan.



STAFF REPORT

Town Council Motion Considerations: Quasi-Judicial Action

Rezoning - Ordinance 2024-44

1. **Recommend approval** of Ordinance 2024-44, changing the Zoning Map designation from Lake County Agriculture (A) to Single Family PUD for the property located at 17950 Dodie Trail, Montverde, FL. Alt Key Numbers: 1066352, 1064112, 1028124, and 1031168.
2. **Recommend denial** of Ordinance 2024-44, changing the Zoning Map designation from Lake County Agriculture (A) to Single Family PUD for the property located at 17950 Dodie Trail, Montverde, FL. Alt Key Numbers: 1066352, 1064112, 1028124, and 1031168 based on the following reasons inconsistent with the Comprehensive Plan and Land Development Code. [Provide specific reasons for recommendation of denial.]
3. **Continue action** on Ordinance 2024-44, changing the Zoning Map designation from Lake County Agriculture (A) to Single Family PUD for the property located at 17950 Dodie Trail, Montverde, FL. Alt Key Numbers: 1066352, 1064112, 1028124, and 1031168, pending additional information requested by the Planning and Zoning Board. [Provide specific additional information requested.]

Please note:

The developer has requested waivers from the Town of Montverde Neighborhood Standards & Guidelines Manual for New Subdivisions.

These waivers and conditions are outlined in the PUD Ordinance.



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Rezoning Map





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Current Future Land Use Map





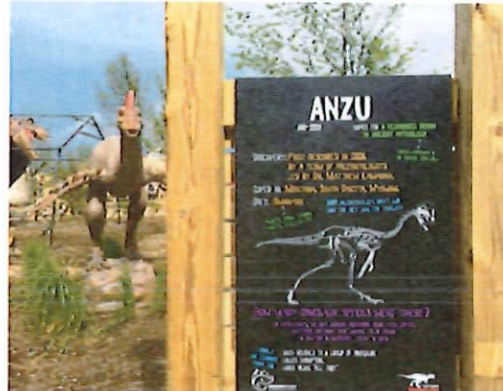
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Exhibit A Ordinance 2024-44



STAFF REPORT

Exhibit B Kiosk Concepts





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Exhibit C Photographs



Overview of property and Lake Apopka from Osgood Road



View of the southern boundary along Osgood Road from Lake Apopka



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Exhibit D Advertising Information

NOTICE OF PUBLIC HEARINGS

You are receiving this notice because you own property within 600-feet of a new residential development (see below). The Town of Montverde is required by law to notify you of the upcoming Town Council meetings. If you have no questions, or do not wish to attend the meeting, you may disregard this notice. No action is required of you.

To: Surrounding Property Owners
From: Paul Larino, Town Manager
Date: February 20, 2024
Re: Notice of Public Hearing for PUD

Notice is hereby given that the Town Council will hold a public hearing on **Tuesday, March 11, 2025, at 7:00 p.m.**, in the Town of Montverde Town Hall, 17404 Sixth Street, Montverde, Florida, regarding the Osgood development located north of Osgood Road in Montverde, Florida.

ORDINANCE 2024-44

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, TO CHANGE THE ZONING FROM LAKE COUNTY AGRICULTURE TO TOWN OF MONTVERDE SINGLE-FAMILY RESIDENTIAL PUD FOR THE HEREIN DESCRIBED PROPERTY OWNED BY MONTVERDE LANDCO, LLC AND LOCATED NORTH OF OSGOOD ROAD, WEST OF LAKE APOPKA AND PARTIALLY EAST OF KIRK ISLAND RD; DIRECTING THE TOWN MANAGER TO AMEND THE ZONING MAP AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; APPROVING VARIANCES FROM TOWN CODE WITH CONDITIONS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

Specifically: The Town Council will deliberate on whether or not to issue a Planned Unit Development (PUD) zoning designation for the Osgood Development located at 17950 Dodie Trail (see Figure 1) that is within Town limits. Alt Key Numbers: 1066352, 1064112, 1028124, 1031168.

The public is invited to attend these meetings. Information is available at the Town Clerk's Office, 17404 Sixth Street, Montverde, Florida, Monday - Thursday, from 7am – 6pm. Interested parties may appear at the meetings and be heard with respect to the proposed ordinance. Persons with disabilities needing assistance to participate in this proceeding should contact the Town Clerk at least 48 hours before the meetings.

Persons are advised that if they decide to appeal any decision made at this meeting, they will need a record of the proceeding, and for such purposes, they may need to ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is based, per Section 286.0105, Florida Statutes.

Paul Larino, Town Manager
Town of Montverde



Figure 1

Current Zoning: "Lake County Agriculture"
Proposed Zoning: "Town of Montverde Single-Family Residential PUD"
Alt Key Numbers: 1066352, 1064112, 1028124, 1031168

TOWN OF MONTVERDE
PO BOX 560008
MONTVERDE, FL 34756-0008

ALBONICO MARJORIE M LIFE ESTATE
17638 WINDY PINE ST
MONTVERDE, FL 34756

ALEXANDER JAMES & APRIL
17635 EIGHTH ST
MONTVERDE, FL 34756

ANDERSON MICHAEL J & KIM E
17644 DORIS ST
MONTVERDE, FL 34756

ANDREU STEVEN C
& BARBARA A CALLAN-
PO BOX 560039
MONTVERDE, FL 34756-0039

ARBOGAST ZACHARY Q ET AL
PO BOX 560642
MONTVERDE, FL 34756-0642

ARELLANO GLORIA P TRUSTEE
17531 COUNTY ROAD 455
MONTVERDE, FL 34756

AVERY WILLIAM J & JEANETTE E
03014 GLENWOOD BEACH DR
BOYNE CITY, MI 49712

BABBITT MARK A
17631 DORIS ST
MONTVERDE, FL 34756

BALL ANN
17649 BROAD ST
MONTVERDE, FL 34756

BARRY MARALYN J
16634 PINE TIMBER AVE
MONTVERDE, FL 34756

BASKIN ADAM D
17620 BROAD ST
MONTVERDE, FL 34756

BELCHER LANCE A SR & PATRICIA
PO BOX 560259
MONTVERDE, FL 34756-0259

BLACKBURN RANDY L
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MONTVERDE, FL 34756-0072

BLOSSOMS INVESTMENTS
PROPERTIES LLC
17900 COUNTY ROAD 455
MONTVERDE, FL 34756

BONATTI ROBSON T & MARIANA B DE
ANGELO
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MONTVERDE, FL 34756

BOOTH SAMANTHA J & KYLE E
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MONTVERDE, FL 34756-0603

BROWN MAE S
17608 WINDY PINE ST
MONTVERDE, FL 34756-0171

BURTON KYLE & SARA
16300 COUNTY ROAD 455 UNIT 601
BELLA COLLINA, FL 34756

C & D SMITH ENTERPRISES LLC
271 SAPPHIRE DR UNIT 202
BRADENTON, FL 34209

CARBONO CHRISTIAN M
AND DIANA M OREJUELA
17625 KIRKLAND RD
MONTVERDE, FL 34756

CAROLYN J KOTAR REVOCABLE TRUST
17668 WINDY PINE ST
MONTVERDE, FL 34756-3118

CATAPANO JOHN J &
17708 NINTH ST
MONTVERDE, FL 34756

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FRANKLIN, TN 37064

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17624 NEAL DR
MONTVERDE, FL 34756

CHRISTOS ANTHONY REVOCABLE
TRUST AND
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OCOE, FL 34761

CLARK MARLINES I
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MONTVERDE, FL 34756

COX JAMES E JR & PAMELLA A
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MONTVERDE, FL 34756

CRAIG RUSSELL L & MARTHA J
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CRESON LINDA M
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AND CHRISTOS ANTHONY QPR TRUST
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OCOE, FL 34761

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MONTVERDE, FL 34756

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MONTVERDE, FL 34756-0405

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GANZENMULLER REVOCABLE TRUST
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CECILIA OLIVEIRA DE FREITAS GOMES
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GRACE JACK E & DEBORA M
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CLERMONT, FL 34715

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WINDERMERE, FL 34786

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Water Conservation Plan

Water Use Permit #2671-6

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1) PUBLIC EDUCATION

Sub-Element	Action	# / Frequency	Duration	Implementation Schedule
a. Public service announcements				
1. Social media posts	Conservation tip of the month on town Facebook page	1 / Monthly	Through end of permitting period	Within 1 year
2. Create conservation initiatives webpage on town website	Conservation tip of the month, why water conservation is important, etc.	At least 1 / Monthly		Within 1 year
b. Water conservation speakers, posters, literature, videos, and/or other information provided to schools and community organizations				
1. Florida-Friendly Landscaping™ classes	Links posted to Town website: FL-friendly landscaping tips on Town website (UFL FFL program) https://ffl.ifas.ufl.edu/ within Town conservation page re: 1)a.2.		Through end of permitting period	
2. Irrigation 101 classes	Links posted to Town website: https://sfyl.ifas.ufl.edu/archive/hot_topics/agriculture/smart_irrigation_practices.shtml			
3. Brochures distributed at:		1 - 4 / Annually		Within 1 year
Site visits	Site visits in conjunction with water audits	As needed		Within 1 year
Utility customer service counter	Material handouts at Town offices	4 / Annually		Within 1 year
Exhibits, per 1)c.1.	Material handouts at Montverde Day	1 / Annually		Within 1 year
County libraries	Material handouts at Town library	4 / Annually		Within 1 year
c. Water conservation exhibits				
1. Provide water conservation information at public events. Conservation literature will be distributed, and event themes may coincide with other water conservation campaigns:	Material handouts at Montverde Day	2 / Annually	Through end of permitting period	Within 1 year
April is Water Conservation Month social media and proclamation				
March – EPA Fix a Leak Week, social and texts, bill stuffer				
March – Water Conservation Expo, tabling event with giveaways				
July – Smart Irrigation Month, bill stuffer, audits				
October – EPA Shower Better, social media and showerhead giveaway				
d. Articles/reports to media				
1. Issue water conservation press releases. Releases will be distributed to coincide with event themes:	Conservation tips posted in monthly newsletter and presented at Town Council meetings (recorded in meeting minutes and presented in agenda); Town to post a list of monthly conservation tips to website.	1 / Monthly	Through end of permitting period	Within 1 year
March – EPA Fix a Leak Week				
April is Water Conservation Month				
July – Smart Irrigation Month				
October – EPA Shower Better				
e. Information for customers on landscape irrigation restrictions				
1. Provided within water conservation newsletter via water bill		1/ Monthly	Through end of permitting period	Within 1 year
2. Provide water conservation newsletter via email		1 / Monthly		Within 1 year
3. Provide new customers with information on irrigation restrictions	As needed	As needed		Within 1 year

Sub-Element	Action	# / Frequency	Duration	Implementation Schedule
f. Water audit customer assistance program to address indoor and outdoor water use				
1. Provide customers indoor leak detection training and video on website	EPA Youtube link to be posted on Town website: https://www.youtube.com/watch?v=JFUr_IDERo		Through end of permitting period	Within 1 year
2. Provide customers concerned with high bills education on water uses		As needed	Ongoing	Within 1 year
3. Reread customer metered usage when increase is greater than 20,000/month. Speak to customer or leave orange tag on door explaining possible reasons for increase, if unknown to customer				Within 1 year
4. Offer customers concerned with high water bills an irrigation checkup training/inspection				Within 1 year
g. Website education				
1. Florida-Friendly Landscaping™ links	To be posted on Town website & included as a conservation tip of the month	1 / Monthly	Through end of permitting period	Within 1 year
2. Landscape irrigation efficiency, tips and video	To be posted on Town website & included as a conservation tip of the month	1 / Monthly	Through end of permitting period	Within 1 year
3. Water restrictions, on utility home page with contact for complaints	Watering schedule to be posted on town website with contact page	Updated as needed	Ongoing	Within 1 year
4. Youth education campaigns, see 1)b.1 and 2	Link to EPA WaterSense for Kids to be posted on town website: https://www.epa.gov/watersense/watersense-kids			
5. Saving water indoors tips and video	To be posted on Town website & included as a conservation tip of the month: https://www.sjrwmd.com/water-conservation/savingwater/	1 / Monthly		
h. Customer bills / mailings				
1. Provide water conservation newsletter via water bill	Add conservation tip to Town's monthly newsletter via water bill and email	1 / Monthly	Through end of permitting period	Within 1 year
2. Provide water conservation newsletter via email				
Examples of topics discussed via newsletters 1) i. 1. and 2.				
FREE Irrigation System Checkup & training available				
EPA Water Sense's Shower Better campaign				
Limit irrigation to no more than once every 14 days in cool months				
No fertilizer in winter				
Minimum mowing heights				
UF/IFAS gardening calendar				
EPA Water Sense's Fix a Leak Week				
Schedule a Specialist (irrigation checkup) available				
Water Conservation Expo				
Get a handle on leaks. Toilet leak detection				
How to read your water bill				

Sub-Element	Action	# / Frequency	Duration	Implementation Schedule
Choose drought tolerant plants				
Rain should be primary source of water. Use irrigation as backup.				
1-day per week irrigation restrictions				
Brown grass in winter is normal				
Rye grass does not qualify for additional irrigation				
Cool weather lawncare tips				
FFL classes and Irrigation 101 class available				
Call to report new plant material and receive allowable watering guidelines				

2) OUTDOOR WATER USE REDUCTION PROGRAM

Sub-Element	Action	# / Frequency	Duration	Implementation Schedule	Expected Savings
a. Ordinance limiting lawn and landscape irrigation that is approved by the District, or is consistent with any irrigation restrictions adopted by the District.					
1. The County maintains a maximum of 2-day per week irrigation restriction ordinance, Town Code of Ordinances. The ordinance is consistent with the district rule	Town of Montverde Ordinance, Article II. - Water Conservation for Landscape Irrigation Ord. No. 2009-16, Section 4, 4-14-2009	Adopted and maintained since 2010	Ongoing	Implemented	
Ordinance 2009-16 Section 12.52	1. Residential landscape irrigation at odd numbered addresses or no address may occur only on Wednesday and Saturday and shall not occur between 10:00 a.m. and 4:00 p.m. 2. Residential landscape irrigation at even numbered addresses may occur only on Thursday and Sunday and shall not occur between 10:00 a.m. and 4:00 p.m. 3. Non-residential landscape irrigation may occur only on Tuesday and Friday and shall not occur between 10:00 a.m. and 4:00 p.m. 4. No more than ¼ inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than one hour per irrigation zone on each day that irrigation occurs.	Adopted and maintained since 2009; When Daylight Savings Time is in effect	Ongoing	Implemented	
Ordinance 2009-16 Section 12.52	1. Residential landscape irrigation at odd numbered addresses or no address may occur only on Saturday and shall not occur between 10:00 a.m. and 4:00 p.m. 2. Residential landscape irrigation at even numbered addresses may occur only on Sunday and shall not occur between 10:00 a.m. and 4:00 p.m. 3. Non-residential landscape irrigation may occur only on Tuesday and shall not occur between 10:00 a.m. and 4:00 p.m. 4. No more than ¾ inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than one	Adopted and maintained since 2009; When Eastern Standard Time is in effect	Ongoing	Implemented	

Sub-Element	Action	# / Frequency	Duration	Implementation Schedule	Expected Savings
	hour per irrigation zone on each day that irrigation occurs.				
Ordinance 2009-16 Section 12.52	All landscape irrigation shall be limited in amount to only that necessary to meet landscape needs.	Adopted and maintained since 2009	Ongoing	Implemented	
b. Ordinance requiring the use of Florida-Friendly landscaping principles, Florida Water Star, or other generally accepted water conservation programs, guidelines, or criteria that address outdoor water conservation.					
1. Florida-Friendly Landscaping™ Green Industry Best Management Practices (FFL/GI-BMP) Educational Program that requires, 'all appropriate Parks and Recreation /Grounds Maintenance staff will be trained and certified in the FFL/GI-BMP.'	Town of Montverde Ordinance, Article VI. - Water and Sewer Ord. No. 2003-01, Section 7.7.6, 3-11-2003; Ord. No. 2020-004, Section 2, 11-10-2020; Ord No. 2022-19, Section 5, 12-13-2022	Adopted and maintained since 2003	Ongoing	Implemented	
c. Ordinance consistent with Section 373.62, F.S., relating to automatic landscape irrigation systems.					
1. Town's water restriction ordinance is consistent with F.S. section 373.62	Town of Montverde Ordinance, Article II. - Water Conservation for Landscape Irrigation Ord. No. 2009-16, Section 4, 4-14-2009 - Irrigation with automatic lawn sprinkler installed after May 1, 1991 shall install, maintain and operate a rain sensor device or switch that overrides the irrigation system with adequate rainfall has occurred.	Adopted and maintained since 2009	Ongoing	Implemented	
d. Any other conservation measures or programs proposed designed to reduce outdoor water use.					
1. Developer/Applicant must submit conceptual ideas to the Town that adheres to the 2017 Town of Montverde Standards & Guidelines for Low Impact Development (LID) to include integration of hydrology, control through distributed management, control stormwater at the source, utilize non-structural controls, and create multifunctional landscapes and infrastructures:		Adopted and maintained since 2017	Ongoing	Implemented	Unknown
Bio-retention					
Rainwater Harvesting					
Swales					
Infiltration Trenches					
Level Spreaders					
Permeable Pavement Systems					
Reforestation/Revegetation					
Plan Requirements					
Operation and Maintenance					
2. Developer/Applicant must submit conceptual ideas to the Town that adheres to the 2017 Town of Montverde Standards & Guidelines for Conservation Criteria:		Adopted and maintained since 2017	Ongoing	Implemented	Unknown
Landscaping, including: Invasive Species Survey Turf Grass Requirements Canopy Coverage Requirements Small Trees/Shrubs/Groundcover Education and Outreach Water Conservation					

Sub-Element	Action	# / Frequency	Duration	Implementation Schedule	Expected Savings
Land Management					
Interpretative Kiosks					

3) RATE STRUCTURE DESIGNED TO PROMOTE EFFICIENT USE

Sub-Element	Action	Applicable	Duration	Implementation Schedule
1. Increasing block rate structure	Town's Tiered Water Rate Sheet	Residential accounts	Ongoing	Implemented
2. Informative customer billing: monthly use bar chart		All accounts	Through end of permitting period	Within 1 year

4) WATER LOSS REDUCTION PROGRAM

Sub-Element	Action	#/Frequency	Duration	Implementation Schedule
1. Meter replacement				
After 3 months zero reading prompts inspection. If stuck, meter is replaced.				
10% of residential meters that measure greater than 1 million gallons or 10 years old.				
2. Meter reading	Town reads all residential and commercial meters monthly	1 / Monthly	Ongoing	Implemented
3. Capital improvements – aging meter replacement	Town has been replacing aging meters with updated electronic meters with wireless communications		Ongoing	Implemented
4. Capital improvements – pipe replacement				
5. Water audits	Town's Neptune meters automatically send alarms for high water use/rates, which triggers leak notifications and water audits	As needed		
6. Leak detection team	Town's Neptune meters automatically send alarms for high water use/rates, which triggers leak notifications and water audits	As needed		
7. Valves Inspected		As needed		

5) INDOOR WATER CONSERVATION

Sub-Element	Action	#/Frequency	Duration	Implementation Schedule	Expected Savings
1. An education element focusing on indoor conservation as part of the water conservation public education program required.	See above	See above	See above	See above	NA



Conservation Programming Content

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Tampa, FL 33607
800.426.4262

woodardcurran.com

0233076.09
**Town of
Montverde**
July 2024

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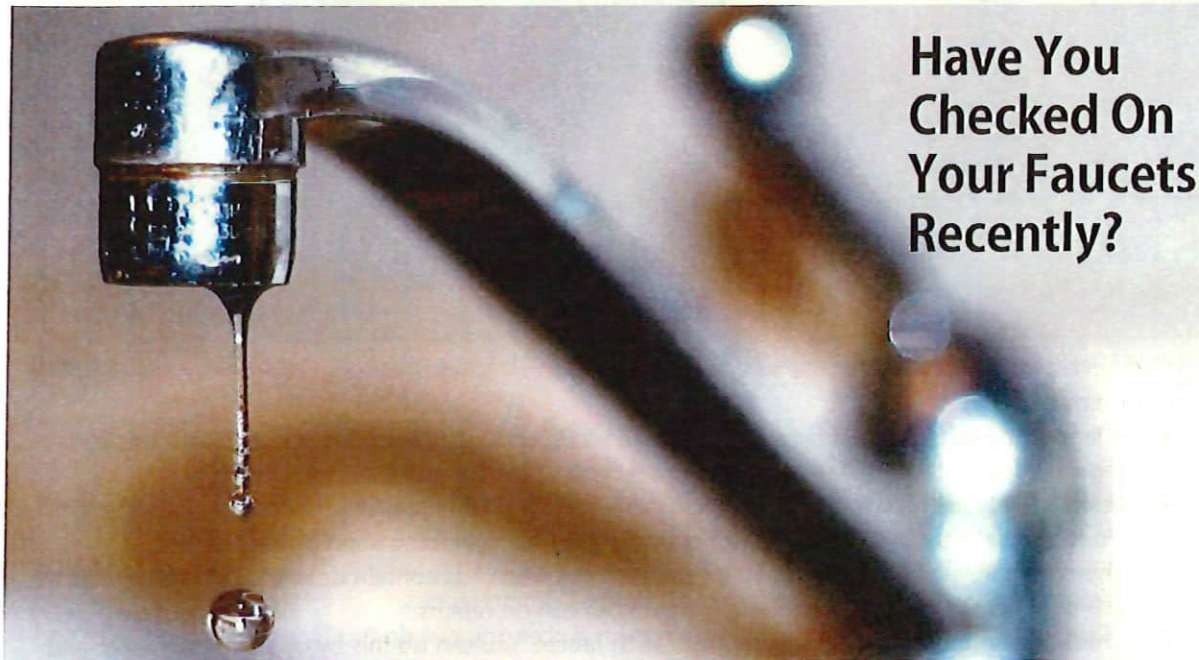
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1. JANUARY: LOW FLOW FAUCETS

Town Council Tip

A leak at the rate of one drop per second can waste up to 2,700 gallons per year. Check faucets regularly for leaks at the faucet head and seepage at the base and its connections. If your existing bathroom faucet flows above 2.5 gallons per minute, install a low-flow aerator or replace the faucet with a model that uses 2 gallons per minute or less. The planet and your wallet will thank you for choosing more efficient faucets!

Social Media and Website Image



Social Media and Website Caption

Have you ever wondered if it was time to upgrade your faucets? Here is a step-by-step guide on check if your faucets are under performing and wasting water:

Turn on the faucet and allow the water to flow into a container for 10 seconds. Multiply the volume of water in the container by six to determine the per minute flow. If your existing bathroom faucet flows above 2.5 gallons per minute, install a low-flow aerator or replace the faucet with a model that uses 2 gallons per minute or less. For a bathroom faucet, a 1.0 gallons per minute flow will provide enough water for personal hygiene needs. For a kitchen faucet, you will want 2.2 gallons per minute of flow to make sure the flow of water is enough to wash and rinse dishes.

The planet and your wallet will thank you for choosing more efficient faucets!



Have You Checked On Your Faucets Recently?

Have you ever wondered if it was time to upgrade your faucets? Keep reading to learn about the benefits of faucet replacement.

- A leak at the rate of one drop per second can waste up to 2,700 gallons per year. Check faucets regularly for leaks at the faucet head and seepage at the base and its connections.
- Leaky faucets are repaired by replacing washers and by tightening or repacking the faucet stem. Do-it-yourselfers can find a variety of repair kits in local plumbing supply stores, home improvement/hardware stores and discount stores. Most kits contain detailed instructions and a listing of necessary tools. If preferred, a plumber can do repairs.
- Check the amount of water flowing from each faucet. You can do this by opening the faucet and allowing the water to flow into a container for 10 seconds. Multiply the amount of water in the container by six to determine the per minute flow. If your existing bathroom faucet flows above 2.2 gallons per minute, install a low-flow aerator or replace the faucet with a model that uses 1.5 gallons per minute or less. For a bathroom faucet, a 1.0 gallons per minute flow will provide enough water for personal hygiene needs. For a kitchen faucet, you will want 2.2 gallons per minute of flow to make sure the flow of water is enough to wash and rinse dishes.
- Faucet aerators are circular screened disks, usually made of metal, that are screwed onto the head of the faucet to reduce flow. Aerators for kitchen faucets are available with a variety of spray patterns and flow-control features. You may want to use a low-flow aerator with an on/off flip handle that allows you to increase or reduce the flow as needed. Faucet aerators require periodic cleaning of grit and scale buildup that may inhibit flow.

2. FEBRUARY: LAWN CARE

Town Council Tip

Proper lawn care can reduce excess water usage and save you money! As Spring approaches, start thinking ahead about ways you can start to reduce water use and save money. Consider being conservative with fertilizers as they can cause detrimental environmental effects and excess growth. Florida soil is naturally high in phosphorus, and a "no phosphate" fertilizer is fine for most mature lawns. Apply phosphate fertilizer only if a soil test demonstrates the need. Consider using a slow-release nitrogen fertilizer, and only apply fertilizer during the growing season and allow a month between the Fall application and the first freezing temperatures, which will make new growth less vulnerable to frost. Cut no more than one-third of the grass length at one time to encourage grass roots to grow deeper and use a properly sharpened and clean blade.

Social Media and Website Image



Social Media and Website Caption

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Water Conservation Page

Spring is right around the corner and now is the perfect time to learn more about water-wise lawn care!

When fertilizing, using the correct amount of fertilizer can save water and money, reduce the number of pollutants reaching waterways, and result in a healthier landscape. Overfertilizing will aggravate pest problems, stimulate excessive plant growth, and demand frequent irrigation.

Fertilizers should be used only when specific nutrient deficiency symptoms are evident. These deficiencies can be determined by conducting a soil test or analysis. Florida-friendly lawns require only moderate amounts of supplemental fertilizer once they are established.

Avoid overuse of fertilizers, especially near the water's edge. Rain and lawn watering can wash excess fertilizer into water bodies, where excess nutrients cause algal blooms and weed growth. The amount of fertilizer to apply depends on several factors, such as grass species, soil type and permeability, and your location in the state.

Apply fertilizers sparingly and follow the manufacturer's directions on the bag in terms of the amount per application. Know exactly the square footage of your lawn that the bag of fertilizer is intended to cover.

Florida soil is naturally high in phosphorus, and a "no phosphate" fertilizer is fine for most mature lawns. Apply phosphate fertilizer only if a soil test demonstrates the need. For information specific to your area, contact the local County Cooperative Extension Service.

The best fertilizers for healthy landscapes and the environment are those that contain a high percentage of slow-release nitrogen. Slow-release products stay in the soil to supply nutrients to plants over a longer period. The product label will identify organic, slow-release or controlled release nitrogen, sulfur-coated, IBDU (15N-isobutylidene divrea), or resin-coated.

Fertilize only during the growing season, which can vary depending on where you live in Florida. Allow a month between the Fall application and the first freezing temperatures, which will make new growth less vulnerable to frost.

Use pesticides, herbicides and fungicides only when needed, and apply them responsibly, following the label's directions.

Cut your grass at the highest recommended height for your turf species or the highest setting on your lawn mower. Cut no more than one-third of the grass length at one time to encourage grass roots to grow deeper.

Keep mower blades sharp for a clean cut; dull blades tear grass, opening it to disease and increasing its need for water and fertilizer. Leave short grass clippings where they fall. The clippings reduce the lawn's need for water and fertilizer. Remove thick patches of clippings so that the clippings will not kill the grass underneath.

3. MARCH: USEPA FIX-A-LEAK WEEK

Town Council Tip

Happy Fix-a-Leak Week! The average family can waste 180 gallons per week, or 9,400 gallons of water annually, from household leaks. That's equivalent to the amount of water needed to wash more than 300 loads of laundry. To check if you have a leak in your home, look at your water meter; if your flow indicator gauge, which is a small red triangle or diamond, is not moving, you do not have a serious leak. To check for small leaks, write down the number that your meter reads, keep the water in your house off and come back in an hour and take a second reading. If this number has changes, you have a small leak!

Social Media and Website Image



Social Media and Website Caption

Happy Fix-a-Leak Week! The average family can waste 180 gallons per week, or 9,400 gallons of water annually, from household leaks. That's equivalent to the amount of water needed to wash more than 300 loads of laundry. To check if you have a leak in your home:

1. Turn off all water in your home, make sure your hot water machine and ice-cube maker or any other appliances aren't running
2. Next, go to your water meter and jot down all the numbers you see. Also, look at the flow indicator gauge, which is a small red triangle or diamond. If it is not moving, you do not have a serious leak.
3. To check for slow leaks, read your water meter before and after a one-hour period when no water is being used. If the readings are different after the one-hour period, you have a leak. If you have a well, listen for the pump to kick on and off while the water is not in use. If it does, you have a leak.
4. If you do have a leak, some areas to check include toilets, faucets, malfunctioning water softeners, swimming pools, water heaters and faulty irrigation valves. Other leaks can be harder to find, such as underground leaks, foundation leaks and leaks behind walls. These may require the assistance of a plumber to locate

Happy Leak Hunting!

Water Conservation Page

Happy Fix-a-Leak Week! Learning to read your water meter can pay off. It's easy to do and it is a way to determine if you have a leak in your home.



First, turn off all the water in your house. (Remember to wait for the hot water heater and ice-cube makers to refill, and for regeneration of water softeners.)

Next, go to your water meter and jot down all the numbers you see. Also, look at the flow indicator gauge, which is a small red triangle or diamond. If it is not moving, you do not have a serious leak.



To check for slow leaks, read your water meter before and after a one-hour period when no water is being used. If the readings are different after the one-hour period, you have a leak. If you have a well, listen for the pump to kick on and off while the water is not in use. If it does, you have a leak.

Some areas to check include toilets, faucets, malfunctioning water softeners, swimming pools, water heaters and faulty irrigation valves. Other leaks can be harder to find such as underground leaks, foundation leaks and leaks behind walls. These may require the assistance of a plumber to locate

Happy Leak Hunting!

4. APRIL: WATER CONSERVATION MONTH

Town Council Tip

It's April, which means it's National Water Conservation Month!

Water conservation in the home is something easy that you can participate in this month and year-round. Some of the most effective ways to reduce your water consumption include taking 5-minute showers, fixing household leaks, washing full loads of clothes and dishes, recycling indoor water for garden irrigation, and installing high efficiency appliances.

Social Media and Website Image

Around The House - Learn simple habits to help reduce water use inside your home



Fill Bathtub Halfway or Less

Filling up your bathtub halfway or less can save 17-25 gallons of water per person every bath.



Fix Leaks

Fixing leaks inside and outside the home can save 27 to 90 gallons of water each day.



Install Aerators

Installing aerators can save .7 gallons per minute.



Install High-Efficiency Toilets

Installing high-efficiency toilets can save 6-35 gallons per day.



Recycle Indoor Water and Irrigate Your Garden

Recycling indoor water to use outdoors can cut water use by 30%.



Take 5-minute Showers

Keeping showers under 5 minutes can save 12.5 gallons per shower when using a water-efficient showerhead.



Turn Off Water When Brushing Teeth, Shaving

By turning off the water when brushing teeth or shaving you can save 8 gallons of water per person per day.



Wash Full Loads of Clothes and Dishes

Washer: saves 15-45 gallons per load.
Dishwasher: saves 5-15 gallons per load.

Social Media and Website Caption

It's April, which means it's National Water Conservation Month!

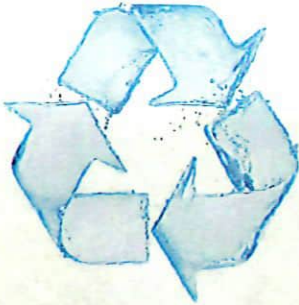
Water conservation in the home is something easy that you can participate in this month and year-round. Some of the most effective ways to reduce your water consumption include taking shorter showers and fixing leaks, washing full loads of clothes and dishes, and installing high efficiency appliances. Try testing out some of the tips from the picture above and let us know how they go.

Think about the areas of your house where you use the most water. This April, let's get creative and reduce your use in ways that work for you!

Water Conservation Page

Happy Water Conservation Month!

Water conservation in the home is something easy that you can participate in this month and year-round. Try testing out some of the tips below and let us know how they go.



- Take a 5-minute shower and turn off water when brushing your teeth or shaving.
- Install high efficiency appliances.
- Wash full loads of laundry and dishes.
- Install water-softening systems only when necessary. Save water and salt by only running the minimum amount of regeneration necessary to maintain water softness. Turn softeners off while on vacation. Also, consider installing a system capable of using potassium instead of sodium with demand-based regeneration.
- Never put water down the drain when there may be another use for it, such as watering a plant or cleaning.
- Replace leaky drain plugs in sinks and bathtubs.
- Store drinking water in the refrigerator instead of letting the tap run while you wait for cool water to flow.
- Do not use running water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or by using the defrost setting on your microwave.
- Install instant or on demand hot water in the kitchen so you don't have to let the water run while it heats up.
- Insulate your water pipes. You'll get hot water faster plus avoid wasting water while it heats up.
- Avoid installing a water-to-air heat pump or air-conditioning system. Newer air-to-air models are just as efficient and do not waste water.

Think about the areas of your house where you use the most water. This April, let's get creative and reduce your use in ways that work for you!

5. MAY: MICRO IRRIGATION

Town Council Tip

Micro-irrigation, commonly referred to as "drip" or "low volume" irrigation, offers a way to improve landscape quality while saving water. When designed and used correctly, this approach can improve the efficiency of landscape irrigation through the precise application of water. With proper design, operation and maintenance, micro-irrigation systems can have many benefits, including decreased water loss from evaporation and runoff, reduction in pests, easy retrofitting and instillation, flexibility in meeting variable water needs, compliance with local water conservation codes and ordinances.

Social Media and Website Image



Social Media and Website Caption

Micro-irrigation, commonly referred to as "drip" or "low volume" irrigation, offers a way to improve landscape quality while saving water. When designed and used correctly, this approach can improve the efficiency of landscape irrigation through the precise application of water. With proper design, operation and maintenance, micro-irrigation systems can have many benefits, including decreased water loss from evaporation and runoff, reduction in pests, easy retrofitting and instillation, flexibility in meeting variable water needs, compliance with local water conservation codes and ordinances.

Water Conservation Page

Micro-irrigation, the basics:

Micro-irrigation, commonly referred to as "drip" or "low volume" irrigation, offers a way to improve landscape quality while saving water. When designed and used correctly, this approach can improve the efficiency of landscape irrigation through the precise application of water.

Micro-irrigation emitters have a maximum flow rate of 30 gallons per hour (gph), or 0.5 gallons per minute (gpm). In contrast, traditional spray and rotor sprinklers can apply water at a rate of more than 3 gpm. Micro-irrigation is commonly used for landscape bed irrigation and potted plants. Use caution with micro-irrigation on Florida lawns.

Benefits of micro-irrigation:

With proper design, operation and maintenance, micro-irrigation systems can have many benefits, including:

- Decreased water loss from evaporation, wind and runoff
- Minimized pest problems, such as weeds and diseases, by applying water to the root area of the plant
- Increased water application efficiency when retrofitting in-ground sprinkler systems
- Easy connection to hoses or outdoor spigots
- Flexibility in meeting variable water needs of new, maturing and established plants
- Minimized erosion when watering plants on steep slopes
- Compliance with local water conservation codes and ordinances

Ongoing maintenance

To properly maintain the system:

- Periodically inspect plants for signs of over- or underwatering, such as wilting and/or changes in leaf color; adjust emitters or timer/controller as necessary.
- Check soil wetting patterns around individual plants to ensure that at least half of the root zone area is covered. Whole root zone coverage is preferable.
- Inspect and clean filters and emitters on a regular basis. Flush the system every two months to discharge debris.
- As plants grow, inspect emitters and move them away from the original planting area.
- Reset irrigation controller seasonally to adjust to changes in plant water needs.
- When replacing parts, use only parts specified by the equipment manufacturer.

6. JUNE: TREE CARE

Town Council Tip

Happy Summer! As the weather begins to heat up, it's important to remember to look out for your trees. Trees are an investment that provides benefits for you and the greater community, which is why it is so important to prioritize their care during drought. Mulching your trees, reducing pruning and fertilizer, and watering slowly to avoid runoff and pooling are great ways to prevent wasted water during dry months.

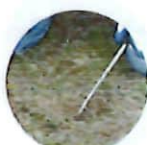
Social Media and Website Image

Save Our Trees - Florida needs trees and trees need water. In a drought, responsible water use includes watering your trees.

Prioritize Your Trees



Even if a municipality imposes watering restrictions, you'll likely be able to properly water trees. Remember, trees are an investment. It will take more water, time, and money to replace a mature tree lost to drought than to keep alive.



Check Your Soil

Check soil moisture to see if it's time to water. The easiest way is to use a long screwdriver and poke the soil. It will pass easily into moist soil, but be difficult to push into dry soil. If you can't poke it in at least 6", it's time to water.

Young Trees



Young trees (0-5 yrs) need 5 gallons of water 2-4 times per week. Create a small watering basin with a berm of dirt. Drill a small hole in the bottom of a 5-gallon bucket, place it near the tree, fill it with water, and let it slowly drain. If soil drains slowly, knock down berm in winter.



Established Trees

For established trees (5+ yrs), slowly soak the root zone under the canopy until water soaks 12-18 inches below the surface. Do not water close to the trunk. Use a soaker hose, a sprinkler hose attachment on a low setting, or other watering systems.

Mulch, Mulch, Mulch!



4-6 inches of mulch or leaf litter improves vigor and helps retain moisture, reducing water needs and protecting your trees. Keep mulch from trunks and stems. Mulch also does not compete for water (like lawns) or radiate heat (like rocks).



Limit Pruning and Fertilizer

Avoid pruning or fertilizing trees during dry seasons. Lack of water and too much pruning both stress your trees. Fertilizer encourages leafy growth, which requires more water.

Soak Slowly to Avoid Run-Off



Watering faster than soil can soak it in leads to runoff and waste. Long, slow soaks allows water to go deeper. Place watering system above the trees if on a slope so water flows and soaks around the tree (but not close to the trunk). Use a hose timer so you don't leave the hose on.

Social Media and Website Caption

Happy Summer! As the weather begins to heat up, it's important to remember to look out for your trees. Trees are an investment that provides benefits for you and the greater community, which is why it is so important to prioritize their care during drought. Mulching your trees, reducing pruning and fertilizer, and watering slowly to avoid runoff and pooling are great ways to prevent wasted water during dry months. Check out the picture above for more information and helpful tips!

Water Conservation Page

Keep your soil healthy!

Healthy soils cycle nutrients effectively, minimize runoff, retain water, and absorb excess nutrients, sediments, and pollutants. Have your soil tested for nutrient content, pH, soil composition, and organic matter content. Contact your local Cooperative Extension Office or state universities for a soil test kit or soil testing services. Very sandy soil, heavy clay, compacted soil, or extreme soil pH may impact which plants are right for your yard. In these cases, seek advice from a nursery, horticulturist, Cooperative Extension, or other expert.



Aerate your soil.

Soil can become compacted during home construction or from normal foot traffic. Aerating your soil with a simple lawn aerator can increase the infiltration of water into the ground, improving water flow to the plant's root zone and reducing water runoff.

Use mulch to save water and improve soil health.

In addition to making landscapes attractive, mulch adds an extra layer between plant roots and air, helping to protect plants in a variety of ways. Mulch helps reduce evaporation, which allows soil to retain water longer and means plants require less frequent watering. Mulch also helps plants thrive by inhibiting weed growth, preventing soil erosion, and moderating soil temperature,

Different plants require different soil conditions, so it's best to choose a mulch type based on plant varieties and their soil needs. Organic mulch such as hardwood chips, straw, leaves, pine needles, or grass clippings will help improve the condition of soil, by adding nutrients as it decomposes. Inorganic mulches like rocks, pebbles, or gravel may help to eliminate weeds. Avoid using rock mulches in sunny areas or around non-arid climate plants, as they radiate large amounts of heat and promote water loss that can lead to scorching.



Applying mulch to a depth of three to four inches provides the right coverage for most plants; excessive amounts of mulch can restrict water flow to plant roots. Leave a few inches of space between organic mulches and the base of trees or other woody plants to prevent rot. Don't forget to pull any weeds prior to mulching and spread evenly to prevent thin areas

where the mulch can't do its job. The extension program (part of the Cooperative Extension System) has additional information about mulch and water conservation.

Minimize steep slopes.

Slopes can be challenging because of the potential for erosion and runoff. If slopes cannot be avoided in your landscape design, install plantings with deeper root zones such as native ground covers and shrubs to provide stabilization and prevent erosion.

Use soil amendments where appropriate.

Soil amendments can be organic or inorganic. They are mixed into the soil and can provide short-term and long-term water saving benefits. Plants require water in the soil to grow healthy and soil amendments help the soil to retain moisture so that you do not have to irrigate as often.

Use regionally appropriate, low water-using and native plants.

Once established, these plants require little water beyond normal rainfall. Also, because native plants are adapted to local soils and climatic conditions, they rarely require the addition of fertilizer and are more resistant to pests and diseases than are other species. Be careful when selecting exotic species, as some may be invasive, which may require more water and could displace native plants. State affiliates of Plant Something may be able to point you in the direction of nurseries in your state who can assist you on plant selection and provide other advice.



If your landscape includes turfgrass, place it strategically in areas where it will have a practical function, and consider using a low-water-use turfgrass suited to growing in your local climate to provide a beautiful lawn that can save water. Our Turfgrass and Water Efficiency page provides information on types of turfgrass and tips on how to maintain a healthy lawn.

Recognize site conditions and plant appropriately.

Areas of the same site may vary significantly in soil type or exposure to sun and wind, as well as evaporation rates and moisture levels. Placing plants that prefer shade in the open sun will affect their ability to thrive. Be mindful of a site's exposure to the elements and choose plants that will thrive in the site's conditions.

Group similar plants together for irrigation.

Grouping vegetation with similar watering needs into specific "hydrozones" reduces water use and protects the plants from both underwatering and overwatering by allowing you to water to each zone's specific needs. For example, turf areas and shrub areas should always be separated into different hydrozones because of their differing water needs.

Tips for starting new plants.

When trees and shrubs are planted, they will normally require irrigation during the establishment period. Once the plants have taken root, irrigation can be reduced and/or eliminated. It is also common to surround the plant with a berm that holds the water at the base of the plant, preventing it from flowing away.

Turfgrass sod, plugs, or sprigs are mature plants that are directly planted into the landscape and establish quickly. The quick establishment period is a benefit to using sod, although the cost of installation can be higher than using seed. Seeding the landscape has a lower cost but could take longer to establish. Additional considerations related to turfgrass are on the Turfgrass and Water Efficiency page.



Irrigate only when needed.

Irrigating lawns has been a concern of water providers over the years due to the increased demand for water. From sports fields to residential landscapes to commercial properties, the use of turfgrass may require irrigation to maintain a healthy, useable landscape. Regions with higher temperatures and lower than average rainfall can provide more stress to the grass, causing it to brown. Grasses that are drought tolerant are better equipped to handle drought conditions requiring less frequent irrigation. Using smart watering practices will keep your landscape healthy and water use down.

Keep up with the weeding.

Make sure you regularly maintain your landscape. Replace mulch around shrubs and garden plants to help them retain moisture. Remove weeds and thatch as necessary so they don't compete with your desired plants for water.

Raise your lawn mower cutting height.

Raise your lawn mower blade, especially in the Summer, when mowing too close to the ground will promote thirsty new growth. Longer grass promotes deeper root growth and a more drought resistant lawn. Longer grass blades also help shade each other, reducing evaporation, and minimizing weed growth. The optimal turfgrass height is the tallest allowable height within the recommended mowing range for the turf species grown. The Turfgrass and Water Efficiency page has more information about proper management of turfgrass.



Minimize or eliminate fertilizer.

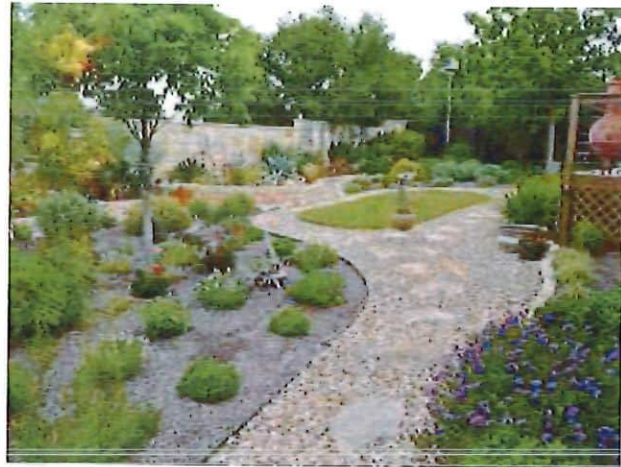
Fertilizer encourages thirsty new growth, causing your landscape to require additional water. Minimize or eliminate the use of fertilizer where possible. If you do need fertilizer, look for a product that contains "natural organic" or "slow-release" ingredients. These fertilizers feed plants slowly and evenly, helping to create healthier plants with strong root systems and no excessive "top growth". Moreover, using "slow-release" fertilizers can reduce nutrient run-off into ground and surface waters, protecting natural resources.

Grass clippings from mowing, when left in place, are a good natural source of fertilizer for the soil and can reduce the overall total fertilizer application required. A lawn with healthy turfgrass that is not cut too short will also be a good defense at preventing the growth of weeds.

Timing Is Everything.

No matter what kind of yard or landscape you have, it's important to know exactly how much water your plants need before you turn on the sprinkler. Smart watering practices reduce runoff and may decrease the need for pesticides and fertilizers.

Contact your local water utility to find out exactly how much and when you should be watering and keep the following questions in mind when you water so that you can maintain a beautiful and healthy yard without wasting water or money.



When?

Avoid watering in the middle of the day when the hot sun will evaporate much of the water before it can get to thirsty plants.

- When It's Hot
- When In Drought

How often?

Your landscape will typically require one inch of water a week, including rainfall, and that can vary depending on where you live, recent weather, and the plants in your landscape. Your area's Cooperative Extension Service or local water utility can provide advice on how often to irrigate shrubs, trees, and other perennials.

How long?

Give this a try! Place a few empty tuna cans around your lawn while you're watering and measure how long it takes your sprinkler to fill them with a half inch of water. Then, try watering that amount of time twice a week, gauge how your landscape responds, and adjust based on weather conditions.

If water begins to pool, turn off your sprinkler to prevent overwatering, weed growth, disease, fungus, and stormwater runoff that pollutes local waterways with fertilizers and pesticides. Watering plants or grass too frequently can drown plants or result in shallow roots. You can simplify your irrigation schedule by replacing your standard clock timer controller with a WaterSense-labeled irrigation controller.

Water can easily pool on some landscapes with clay-rich soils or slopes if water is applied too quickly. These landscapes can benefit from dividing irrigation runtimes into intervals with short breaks in between to allow water to soak into the soil. Keep water in your landscape and reduce overwatering by implementing Cycle-and-Soak.

What else?

When the rain does come, saving water from storms or diverting rainwater back to the landscape is a great way to supplement your efficiency measures. Rain barrels or cisterns can be used to harvest rainwater for irrigation and other outdoor water uses. Some areas might have laws that prohibit collection of rainwater, so be sure to check with your local water resource agency or town before implementing a rainwater collection system. Rooftop downspouts can also be diverted towards rain gardens that easily soak up the rain rather than sending it to stormwater drains.

- For more on rainwater collection, visit USEPA's Green Infrastructure Web page: Rain Harvesting.
- Learn how to keep rain where it falls, visit USEPA's Soak up the Rain effort
- Alternative Water Sources Maps – DOE provides information on rainwater harvesting regulations by state.

7. JULY: SMART IRRIGATION MONTH

Town Council Tip

Happy Smart Irrigation Month! To celebrate, let's review the Town of Montverde's irrigation water conservation schedule.

Ordinance 2009-16 Section 12.52 states that when daylight savings time is in effect, irrigation can happen no more than two times a week per residential household. Odd numbered addresses may irrigate on Wednesday and Saturday, even numbered houses may irrigate on Thursday and Sunday, and non-residential irrigation must occur on Tuesday and Friday. Additionally, Irrigation must occur before 10 am and after 4 pm. Check out the Town website for more information on irrigation schedules and rules.

Social Media and Website Image



Social Media and Website Caption

Happy Smart Irrigation Month!

To celebrate, let's review the Town of Montverde's irrigation water conservation ordinances. Ordinance 2009-16 Section 12.52 states that while daylight savings is in effect:

- All landscape irrigation shall be limited in amount to only that necessary to meet landscape needs.
- Residential landscape irrigation at odd numbered addresses or no address may occur only on Wednesday and Saturday and shall not occur between 10:00 a.m. and 4:00 p.m.
- Residential landscape irrigation at even numbered addresses may occur only on Thursday and Sunday and shall not occur between 10:00 a.m. and 4:00 p.m.
- Non-residential landscape irrigation may occur only on Tuesday and Friday and shall not occur between 10:00 a.m. and 4:00 p.m.

- No more than ¼ inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than one hour per irrigation zone on each day that irrigation occurs.

We hope this quick review of the Town's irrigation ordinances has been helpful. Happy watering!

Water Conservation Page

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- Non-residential landscape irrigation may occur only on Tuesday and Friday and shall not occur between 10:00 a.m. and 4:00 p.m.
- No more than ¼ inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than one hour per irrigation zone on each day that irrigation occurs.

Check out the table below for an overview of the Town watering schedule!

	Irrigation Times	Run Time	Watering Days
Even Numbered Houses	Before 10 am, after 4 pm	Less than an hour	Thursday and Saturday
Odd Numbered Houses	Before 10 am, after 4 pm	Less than an hour	Wednesday, Saturday
Non-Residential	Before 10 am, after 4 pm	Less than an hour	Tuesday and Friday

We hope this quick review of the Town's irrigation ordinances has been helpful. Happy watering!

8. AUGUST: WASHING MACHINE EFFICIENCY AND ENERGY STAR PRODUCTS

Town Council Tip

Replacing your appliances with ENERGY STAR® certified products ensures that you will be maximizing your water and energy efficiency! The Energy Star website contains helpful information about the energy footprint and water performance of various types of appliances including air conditioners, refrigerators, washers, dryers, heat pumps, and more. Check it out before your next appliance purchase.

Social Media and Website Image



**IN THE MARKET FOR A
NEW APPLIANCE? LOOK
FOR THIS SYMBOL**



Social Media and Website Caption

Replacing your appliances with ENERGY STAR® certified products ensures that you will be maximizing your water and energy efficiency! The Energy Star website contains helpful information about the energy footprint and water performance of various types of appliances including air conditioners, refrigerators, washers, dryers, heat pumps, and more. Check it out before your next appliance purchase.

Water Conservation Page

Are you in the market for a new washing machine or interested in learning how you can save some money and water in the laundry room?

When you replace your clothes washer, consider an ENERGY STAR® model that uses an average of 13 gallons of water per load. Older and non-water efficient washing machines can use as much as 40 gallons of water per load. The Energy Star website is linked Here -----> [Energy Star](#)

For washing machines with variable settings for water volume, select the minimum amount required per load. If the load size cannot be set, operate the washer with full loads only. This will maximize the amount of your clothes being washed while minimizing the amount of water being used!

Use the shortest wash cycle for lightly soiled loads. Normal and permanent-press wash cycles use more water. Check hoses regularly for leaks. Pretreat stains to avoid over-washing.

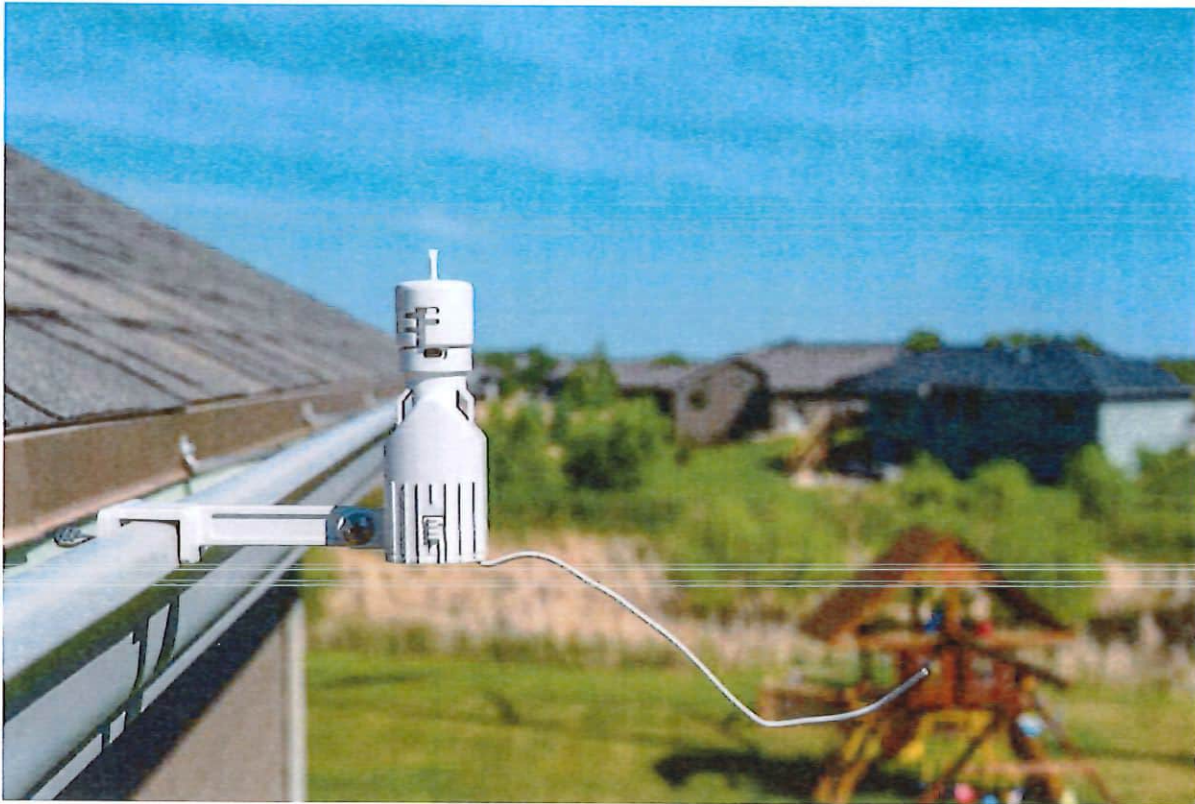
These tips will surely help you reduce your water footprint while saving money along the way. Remember, when you use water, you are spending money!

9. SEPTEMBER: SMART IRRIGATION CONTROLLERS

Town Council Tip

Town Ordinance Number 2009-16 requires Irrigation with automatic lawn sprinkler installed after May 1, 1991 to be operated in tandem with a rain sensor device or switch that overrides the irrigation system with adequate rainfall has occurred. Various devices are available including ones that detect rainfall, control irrigation based on soil moisture, and use weather data to determine adequate irrigation.

Social Media and Website Image



Social Media and Website Caption

Let's talk about "Smart" irrigation controllers! Smart sensors and controllers monitor weather and other site conditions and adjust the irrigation system to apply just the right amount of water at just the right time. Water-saving nozzles and pressure regulators apply water precisely just where it's needed. Together, these technologies can successfully reduce outdoor water use by as much as 20 to 40 percent annually, while maintaining a healthy, beautiful landscape.

Rain Sensors: These devices are designed to temporarily shut off an irrigation system, so it stops running when it detects rain. Rain sensors can be retrofitted on installed sprinkler systems. You may also see them referred to as rain shut-off devices or rain switches. Rain sensors are required on all new homes in Florida.

Soil Moisture Controller: A soil moisture-based controller shuts off an irrigation system when the ground is already wet, preventing overwatering. The controller turns the system back on when the soil becomes drier.

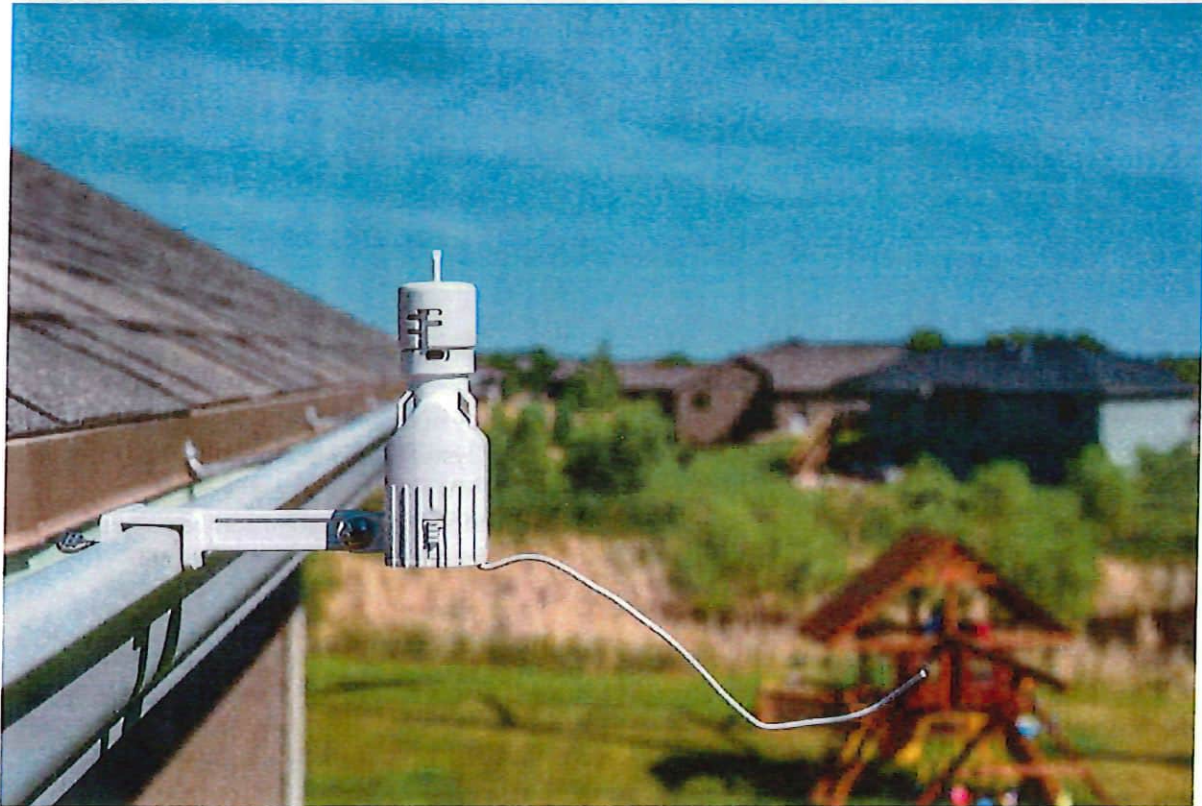
Weather-Based Controllers: Based on local weather conditions, these smart controllers automatically adjust the irrigation schedule to deliver only enough water to meet the plant needs.

Water Conservation Page

Let's talk about "Smart" irrigation controllers!

"Smart" water application technologies take the human element out of the equation. Smart sensors and controllers monitor weather and other site conditions and adjust the irrigation system to apply just the right amount of water at just the right time. Water-saving nozzles and pressure regulators apply water precisely, just where it's needed. Together, these technologies can successfully reduce outdoor water use by as much as 20 to 40 percent annually while maintaining a healthy, beautiful landscape. Many of these devices have Wi-Fi functionality and can be controlled from a smart phone. Learn more about the different types of smart controllers and devices, in the following information shared from the Irrigation Association.

Rain sensors



Rain sensors prevent a sprinkler system from running during a rainstorm. These devices are designed to temporarily shut off an irrigation system, so it stops running when it detects rain. Rain sensors can be

retrofitted on installed sprinkler systems. You may also see them referred to as rain shut-off devices or rain switches. Rain sensors are required on all new homes in Florida.

The most common rain sensor models include an absorbent disk that swells when it gets wet, triggering an electrical switch that overrides the irrigation system. The disk shrinks as it dries out, allowing the system to operate normally. Other models weigh the amount of water collected or use a set of probes to detect the water level. Rain sensors should be checked annually to be sure they are functioning properly.

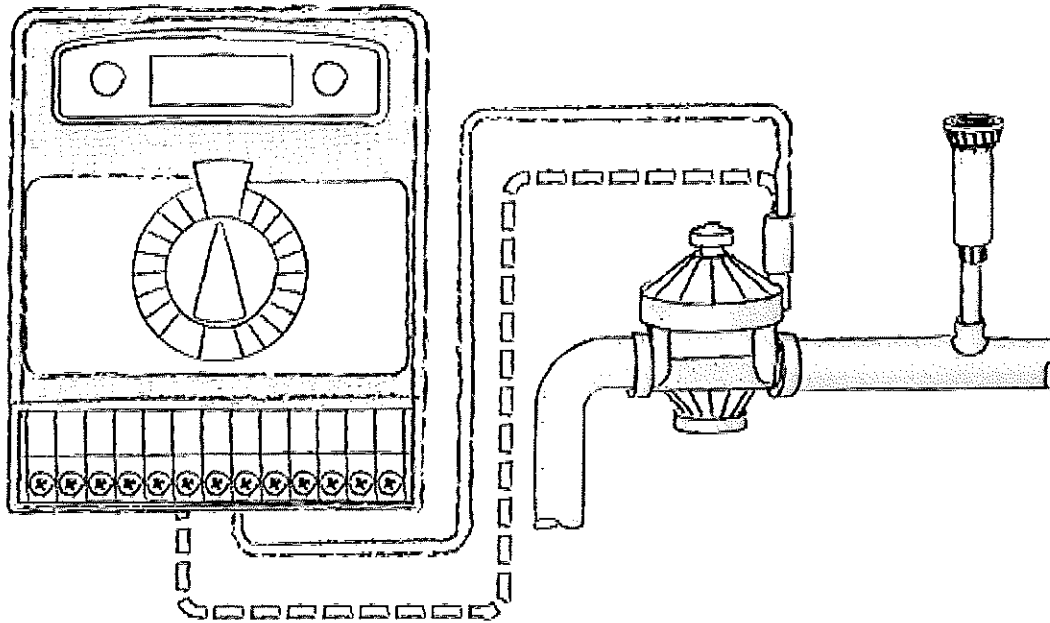
Soil moisture-based controllers



It can sometimes be difficult to determine whether your plants are being watered properly. Thanks to soil moisture-based controllers, you can ensure that they receive just the right amount of water for their conditions. A soil moisture-based controller shuts off an irrigation system when the ground is already wet, preventing overwatering. The controller turns the system back on when the soil becomes drier. These smart controllers use probes to measure moisture at the root zone. The system compares this reading to the recommended moisture level for the plant, soil type and other variables that were programmed when the controller was first installed.

If the amount of moisture in the soil meets or exceeds the target level, the controller turns off the irrigation system. When the sensor detects dry conditions, it allows the system to operate as programmed. Soil moisture-based controllers can be retrofitted on installed irrigation systems. Many manufacturers also make soil moisture sensors that can retrofit to existing systems and interface with the current controller already on-site.

Weather-based controllers



A weather-based controller monitors changing weather conditions and waters accordingly. These products are also referred to as climate-based controllers, climatologically-based controllers and smart controllers. They use weather data to calculate evapotranspiration, the amount of water that evaporates from the soil surface or is used by the plant. Based on local weather conditions, these smart controllers automatically adjust the irrigation schedule to deliver only enough water to meet the plant needs. Different controllers use different sources of weather data; these include on-site weather sensors, data from a local weather station or data from the internet. Weather-based controllers can be retrofitted on new or existing irrigation systems.

10. OCTOBER: USEPA SHOWER BETTER

Town Council Tip

The older the showerhead, the more water it uses. Most new showerheads deliver 2.5 gallons of water per minute. Some new models deliver less than 2.0 gallons per minute. Older fixtures can deliver as high as 5 gallons per minute. Pressures have been adjusted to the low-flow fixtures to deliver as good a shower as the higher flow showerheads. If you know your shower heads are leaky or old, consider replacing them with a more water-efficient model to save some money!

Social Media and Website Image



Social Media and Website Caption

The older the showerhead, the more water it uses. Most new showerheads deliver 2.5 gallons of water per minute. Some new models deliver less than 2.0 gallons per minute. Older fixtures can deliver as high as 5 gallons per minute. Pressures have been adjusted to the low-flow fixtures to deliver as good a shower as the higher flow showerheads. If you know your shower heads are leaky or old, consider replacing them with a more water-efficient model to save some money!

Water Conservation Page

What's the scoop on low flow shower heads?

The older the showerhead, the more water it uses. Most new showerheads deliver 2.5 gallons of water per minute. Some new models deliver less than 2.0 gallons per minute. Older fixtures can deliver as high as 5 gallons per minute. Pressures have been adjusted to the low-flow fixtures to deliver as good a shower as the higher flow showerheads.

Check your showerhead for leaks. Make sure the showerhead is screwed tightly to the wall and check the washer for wear. To fix a leaky showerhead or to install a new showerhead, you need an adjustable wrench or pliers and joint sealer or tape.

Now follow these steps:

- Shut off the water.
- Use the adjustable wrench to remove the old showerhead.
- Clean the threads to remove old joint sealer.

- Apply joint sealer or tape, using package instructions.
- Use the adjustable wrench to install the showerhead. (Use a cloth between the showerhead and the jaws of the wrench to avoid scratching your fixture.)
- Turn the water supply on and test the showerhead.

Time your shower to less than five minutes. Turn the water on to get wet, turn off to lather up, then turn back on to rinse off.

Use the minimum amount of water needed for a bath by closing the drain first, filling the tub only one-third full. The initial burst of cold water will be warmed by the hot water as the tub fills. When adjusting water temperatures, instead of turning the water flow up, try turning it down to balance the temperature.

11. NOVEMBER: LOW FLOW TOILETS

Town Council Tip

Whether remodeling a bathroom, starting construction of a new home, or simply replacing an old, leaky toilet that is wasting money and water, installing a WaterSense labeled toilet is a high-performance, water-efficient option worth considering. WaterSense labeled toilets are available at a wide variety of price points and a broad range of styles.

Social Media and Website Image



**IN THE MARKET FOR A
NEW WATER APPLIANCE?
LOOK FOR THIS SYMBOL**



Social Media and Website Caption

Whether remodeling a bathroom, starting construction of a new home, or simply replacing an old, leaky toilet that is wasting money and water, installing a WaterSense labeled toilet is a high-performance, water-efficient option worth considering. WaterSense labeled toilets are available at a wide variety of price points and a broad range of styles and in many areas, utilities offer rebates and vouchers that can lower the price of a WaterSense labeled toilet. The average family spends more than \$1,000 per year in water costs but can save more than \$380 annually from retrofitting with WaterSense labeled fixtures. Check out the water sense website for more information on all water smart products.

[Water Sense Website](https://www.epa.gov/watersense)

Water Conservation Page

WaterSense & Water Savings



**IN THE MARKET FOR A
NEW WATER APPLIANCE?
LOOK FOR THIS SYMBOL**



- WaterSense labels products are 20 percent more water-efficient and perform as well as or better than standard models.
- The average family can save 13,000 gallons of water and \$130 in water costs per year by replacing all old, inefficient toilets in their home with WaterSense labeled models.
- Replacing old, inefficient bathroom faucets and aerators with WaterSense labeled models can save the average family \$250 in water and electricity costs over the faucets' lifetime.
- Replacing showerheads with WaterSense labeled models can reduce the average family's water and electricity costs by \$70 and can save the average family more than 2,700 gallons of water per year, equal to the amount of water needed to wash 88 loads of laundry.
- Giving a home's main bathroom a high-efficiency makeover by installing a WaterSense-labeled toilet, showerhead, and faucet aerator can pay for itself in as little as 1 year.
- Replacing a clock-based controller with a WaterSense-labeled irrigation controller can reduce an average home's irrigation water use by up to 30 percent and can save an average home up to 15,000 gallons of water annually.

12. DECEMBER: WATER SAVING AROUND THE HOUSE

Town Council Tip

December is a great month to start implementing some water saving techniques in preparation for Spring. Did you know that installing drip irrigation, setting mower blades to 3 inches, mulching the ground, fixing outdoor leaks, sweeping outdoor spaces, and planting drought resistant plants can all help significantly reduce your water footprint?

Social Media and Website Image

Around the Yard - Learn simple habits to help reduce water use outside your home



Use Water-wise Plants

Check with your local water agency on the best plants for your area. It is best to use water-wise, California native plants when possible.



Install Drip Irrigation & Add a Smart Controller

Installing a drip irrigation system and a smart controller can save 15 gallons each time you water.



Reimagine Your Yard

Feed your vegetables and fruits water first because they feed you! Water-wise plants and shade trees use little or no water once established. Thirsty plants such as lawn and container plants are the lowest priority.



Use a Broom to Clean Outdoor Areas

Using a broom to clean outdoor areas can save 6 gallons every minute.



Use Drought-resistant Trees, Plants

Using drought-resistant plants and trees can save 30-60 gallons per 1000 sq. ft. each time.



Set Mower Blades to 3"

Setting mower blades to three inches encourages deeper roots and saves 16-50 gallons per day.



Adjust Sprinkler Heads & Fix Leaks

Saves 12-15 gallons each time you water and a leak about as small as the tip of a ballpoint pen can waste about 6,300 gallons of water per month!



Use Mulch

Using mulch can save 20-30 gallons of water per 1000 sq. ft. each time you water.

Social Media and Website Caption

December is a great month to start implementing some water saving techniques in preparation for Spring. Did you know that installing drip irrigation, setting mower blades to 3 inches, mulching the ground, fixing outdoor leaks, sweeping outdoor spaces, and planting drought resistant plants can all help significantly reduce your water footprint?

Water Conservation Page

Water Savings in the Garden - Interested in saving water in your garden? Check out these tips:

- Collect water in a rain barrel to use to water your plants. Rainwater is free and is better for your plants because it doesn't contain hard minerals. Planter beds or flower gardens and potted plants can easily be irrigated with water from a rain barrel.
- Pay attention to your hose. Left unattended, a garden hose can pour out 8 to 12 gallons each minute, or hundreds of gallons of water in an hour. Check all hoses, connectors and spigots regularly to make sure they are in good working order. Use hose washers between spigots and water hoses to eliminate leaks. Replace or repair damaged or leaking hoses, nozzles, spigots and connectors.
- Use a broom to clean leaves and other debris from sidewalks and driveways rather than a hose. Using a hose to clean a driveway can waste hundreds of gallons of water.
- Outfit your hose with a spray nozzle that can be adjusted so water flows only as needed. When finished, turn it off at the faucet instead of at the nozzle to avoid leaks.
- Wash your car efficiently. Consider using a commercial car wash that recycles water. If you wash your own car, park on the grass and use a hose with a spray nozzle.
- If you install ornamental water features such as fountains, make sure they are designed to recycle water.
- If you have a swimming pool, consider a new water-saving pool filter. Cover your spa or pool to reduce evaporation.
- Use a free app to tell you how long it takes to run your irrigation system based on local conditions. Learn more on the [University of Florida IFAS website.](#)



**Woodard
& Curran**

woodardcurran.com

RESOLUTION NO. 2025-164

RESOLUTION 2025-164

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING THE WATER CONSERVATION PLAN FOR WATER USE PERMIT #2671-6 INCLUSIVE OF CONSERVATION PROGRAMMING CONTENT PREPARED BY WOODARD & CURRAN DATED JULY 2024; AUTHORIZING MINOR MODIFICATIONS OF THE PLAN, IF REQUIRED BY FDEP; PROVIDING DIRECTION TO THE TOWN MANAGER; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a core mission of the St. Johns River Water Management District (SJRWMD or the District) is protecting and ensuring the sustainability of Florida's water resources including belowground in the Floridan aquifer system; and

WHEREAS, SJRWMD asserts that water conservation is the cornerstone of Florida's water sustainability and to that end, the District requires all consumptive use permit holders to use water as efficiently as possible, implement conservation rate structures, perform water audits to ensure system efficiency and develop programs for the use of reclaimed water; and

WHEREAS, the Town is required to prepare and implement as water conservation plan; and

WHEREAS, Woodard & Curran prepared a Water Conservation Plan for Water Use Permit #2671-6 inclusive of Conservation Programming Content dated July 2024; and

WHEREAS, the Town Council is authorized by the laws of the State of Florida, the Town Charter and the Town of Montverde Code of Ordinances to adopt a water conservation plan; and

WHEREAS, the Town Council of the Town of Montverde, desires to approve and implement the water conservation plan.

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

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. The Water Conservation Plan for Water Use Permit #2671-6 inclusive of Conservation Programming Content dated July 2024 as written and presented to the Town Council on this date, a copy of which is on file with the Town Clerk, is hereby approved and adopted.

Section 3. The Town Manager is authorized to approve, without further Council action, minor modifications to the Water Conservation Plan if required by FDEP. Such modifications shall be

incorporated into and made a part of the Water Conservation Plan for Water Use Permit #2671-6 inclusive of Conservation Programming Content dated July 2024. The Town Manager is further directed and authorized to implement the Water Conservation Plan and delegate tasks as appropriate to staff and consultants to carry out activities, tasks and duties necessary for implementation of the Water Conservation Plan.

Section 4. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

Section 6. 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 March 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
Vacant seat		
Councilmember Allan Hartle		
Councilmember Joe Morganelli		
Vice Mayor Carol Womack		
Mayor Joe Wynkoop		

RESOLUTION NO. 2025-165

RESOLUTION 2025-165

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING THE FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT FOR HURRICANE MILTON DR 4673, AGREEMENT NUMBER Z4863 BETWEEN THE TOWN OF MONTVERDE AND FEMA THROUGH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO PROVIDE FUNDING FOR DISASTER RECOVERY FROM HURRICANE MILTON; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND ATTACHMENTS THERETO; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Montverde submitted a grant application, has met all eligibility requirements and has been awarded funds for disaster recovery associated with Hurricane Milton by FEMA through the Division of Emergency Management of the State of Florida; and

WHEREAS, it is necessary to enter into an agreement setting forth the terms and conditions of the disaster grant award; and

WHEREAS, the Town Council finds it in the public interest to enter into the Federally Funded Subaward and Grant Agreement; and

WHEREAS, the Town Council of the Town of Montverde, Florida desires to enter into the Federally Funded Subaward and Grant Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, as follows:

Section 1. The Federally Funded Subaward and Grant Agreement between the State of Florida, Florida Division of Emergency Management and Town of Montverde (Agreement No. Z4834), a **copy of which is attached hereto**, is approved.

Section 2. The Town Council authorizes the Town Manager to execute the Agreement and each attachment thereto.

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

ADOPTED at a regular meeting of the Town Council of the Town of Montverde, Lake County, Florida, this ____ day of _____, 2025.

Joe Wynkoop, Mayor

Attest:

Sandy Johnson, Town Clerk

Approved as to form and legality:

Anita Geraci-Carver, Town Attorney

First Reading _____

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

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Montverde, Town of

Subrecipient's unique entity identifier: DK8VHNT8VG45

Federal Award Date: 12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B): 10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G): 10/05/2024 - 04/11/2026

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding
Accountability and Transparency Act (FFATA): Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Indirect cost rate for the Federal award: See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance
(Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with
headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and

Montverde, Town of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide
the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for
ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate
consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephanie Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____
Email: _____

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. **Systems Access:** It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for **DR - 4834 - Hurricane Milton**. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. 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 Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award 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).

(14) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.
- f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Montverde, Town of

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Alternate Governor's Authorized
Representative
Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Montverde, Town of

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Montverde, Town of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name

Name

Signature

Signature

Organization / Official Position

Organization / Official Position

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Telephone

Daytime Telephone

E-mail Address

E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) **59-1553358**

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) **069-46525-00**

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

17404 Sixth Street

Street Address

Montverde, FL, 34756

City, State, Zip

Date

Montverde, Town of

Subrecipient's Name

Z4863

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *Federally Assisted Construction Contract*: The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work*: The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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 contractor 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.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor 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 contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor 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.

(8) The contractor 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.
- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

³⁷ 29 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 does not include contracts awarded by the federal government, it does include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

"In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

"Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

REMINDERS AND ADJORNMENT

