



**MONTVERDE TOWN COUNCIL  
REGULAR MEETING AGENDA  
DECEMBER 12, 2023, AT 7:00 P.M.  
AT TOWN HALL – 17404 SIXTH STREET, MONTVERDE FL**

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The Montverde Staff and Council invite you to join the meeting in person, on your computer, or by dialing in to listen. You can watch and listen to the meeting from home by following the directions below. **(Note: you will not be able to ask any questions during the meeting if you attend by zoom or dialing in).** Join the Zoom Meeting by clicking on the link below, copying and pasting the link into your browser, or going directly to zoom on your browser. Once in zoom, enter the Meeting ID and Passcode to join the meeting. You may also call into the meeting by using the call-in number.

<https://us06web.zoom.us/j/83699855762?pwd=cGJ4UDRzdKNUL2J2NIU5b2JYaENnZz09>

Meeting ID: 836 9985 5762

Passcode: 820875

Call in Number: 646-558-8656

**TOWN COUNCIL MEMBERS**

Joe Wynkoop, Mayor

Jim Peacock, Vice Mayor

Jim Ley Councilmember

Allan Hartle, Councilmember

Carol Womack, Councilmember

**STAFF**

Paul Larino, Town Manager

Anita Geraci-Carver, Town Attorney

Sean Parks, Town Planner

Lisa Busto, Associate Planner

Sandra Johnson, Town Clerk

Mai Yang, Finance Director

**DISCLAIMER**

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

**CALL TO ORDER AND OPENING CEREMONIES**

- Pledge of Allegiance
- Invocation
- Roll Call

**I. PRESENTATION AND ADMINISTRATIVE MATTERS**

**II. CITIZENS QUESTION/COMMENT PERIOD**

The Town Council invites the public to come forward with questions, comments, and concerns. Action will not be taken by the Council at this meeting, but questions may be answered by Staff 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 Comment 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. NOVEMBER FINANCE REPORT**

Beginning Bank Balance	\$ 4,868,599.13
Revenues	\$ 430,931.08
Expenditures	\$ 687,121.07
Ending Balance	<u>\$ 4,612,409.14</u>
Grant Clearing Account	\$ 5,887,701.95
Total Bank Balance	\$ 10,420,211.75

**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 November 14, 2023.

VI. DISCUSSION AND ACTION ITEM

- A. Video recording by Southlake TV.
- B. Discussion on Stage in Kirk Park.
- C. Discussion on water system upgrade.

VII. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. Ordinance No. 2023-31 An Ordinance of the Town of Montverde, Florida, amending Sec. 10-82 in Chapter 10 of the Town of Montverde Land Development Code to impose a maximum size of eight hundred square feet for accessory buildings, impose a maximum height for accessory buildings and clarify design requirements for certain accessory buildings within the Town of Montverde; providing for codification and severability; providing for the repeal of Ordinances in conflict herewith; and providing for an effective date.
- B. Resolution No. 2023-84 A Resolution of the Town Council of the Town of Montverde, Florida, granting a variance from Section 10-91 in Chapter 10 of the Montverde Land Development Code from the minimum fifty-foot setback from the delineation of the seasonal high-water elevation or jurisdictional wetland line, whichever is higher, to allow the existing concrete boat ramp to remain on the real property located at 16233 Four Lakes Lane, Montverde, Florida, owned by Mark and Rachel Duncan; providing for conditions; and providing for an effective date.
- C. Resolution No. 2023-85 A Resolution of the Town Council of the Town of Montverde, Florida, granting a Conditional Use Permit in an Commercial C-1 zoning district in the Town of Montverde to permit a manufacturing business with product storage that employs ten or fewer persons on the herein described property located at 17521 County Road 455, Montverde, Florida, owned by Dermastart Labs, LLC; providing for conditions; providing for an expiration date; and providing for an effective date.
- D. Resolution No. 2023-86 A Resolution of the Town Council of the Town of Montverde, Florida, granting a Conditional Use permit in a Single Family Low Density Zoning District in the Town of Montverde to permit a RV to be parked on and lived in for a period not to exceed 24 months, in order to allow for the care of an ill family member on the herein described property located at 16342 Cardy Street, Montverde, Florida, owned by Wayne and Sandra Fields; providing for conditions; providing for an expiration date; and providing for an effective date.

- E. **Resolution No. 2023-97** A Resolution of the Town Council of the Town of Montverde, Florida approving Task Order Proposal dated November 16, 2023 for design, permitting, bidding and contract administration, and funding administration and project management of the Phase 2 Stormwater Improvements between the Town of Montverde and Woodard & Curran, Inc. issued pursuant to RFQ 21-02; authorizing the Town Manager to execute the agreement; providing for an effective date.
  
- F. **Resolution No. 2023-98** A Resolution of the Town Council of the Town of Montverde, Florida, approving Task Order #2 for Wastewater Collection System and Treatment Design System dated December 13, 2023 to conduct a comprehensive topographic survey and to accurately locate existing utilities within the Town’s boundary limits relating to the collection system and wastewater treatment plant pursuant to the consultant service agreement dated May 31, 2022 between the Town of Montverde and Woodard & Curran, Inc; authorizing the Town Manager to execute the Agreement; providing for an effective date.
  
- G. **Resolution No. 2023-99** A Resolution of the Town Council of the Town of Montverde, Florida, Approving the amended and restated contract for municipal inspection services between the Town of Montverde, Florida and Alpha Inspections, Inc.; amended to exclude town buildings and town projects, to extend the terms of agreement, and to include statutorily required language since the original agreement was approved; and providing for an effective date.

**VIII. REMINDERS AND ADJOURNMENT**

- A. Town Council Discussion items
  
- B. Motion to Adjourn.

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

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

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



**CITIZENS QUESTIONS/COMMENTS**

## **TOWN MANAGER'S REPORT**

## **FINANCE REPORT – NOVEMBER 2023**

Paul D. Larino  
Town Manager  
PTO and Comp

	<u>BEGINNING</u>	<u>ACCRUED</u>	<u>USED</u>	<u>REMAINING</u>
PTO	81.38	.00	.00	81.38
PTO Banked	85.33	.00	.00	85.33
Comp Time	44.86	14.57	.00	59.43

**Town of Montverde**

**Cash Balance Finance Report**

**And**

**Budget to Actual Report**

**2023-2024**

<b>Date of Report:</b>	<b>December 5, 2023</b>
<b>Report Beginning Period:</b>	<b>November 1, 2023</b>
<b>Report Ending Period:</b>	<b>November 30, 2023</b>

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

Cash Summary

Available Bank Cash - Grants Clearing Account:	\$5,887,701.95
Available Bank Cash - Fund Account:	\$4,532,509.80
Available Book Cash – Fund Account:	\$10,420,211.75

Fund Cash:

Restricted Funds:	\$7,387,302.94
Unrestricted Funds:	\$3,032,908.81
<u>Total Cash:</u>	\$10,420,211.75

**TOWN OF MONTVERDE**  
**FINANCE CASH REPORT AS OF: FY November 2023 - November 2023**

Book and Cash Account

Operating Cash Account 1 and 2:

Beginning Bank Balance	\$4,868,599.13
Revenues	\$430,931.08
Expenditures	\$687,121.07
Ending Bank Balance	\$4,612,409.14
Pending/Outstanding Liabilities	\$79,899.34
Available Cash	\$4,532,509.80

Grant Clearing Cash Account:

Beginning Bank Balance	\$5,884,074.78
Revenues	\$3,627.17
Expenditures (Transfers)	\$0.00
Ending Bank Balance	\$5,887,701.95

Total Cash Account: \$10,420,211.75

Restricted Funds:

Parks & Recreation Impact Fee Fund	\$8,586.90
Fire Protection Impact Fee Fund	\$0.00
Road & Street Impact Fee Fund	\$7,722.30
Administrative Impact Fee Fund	\$18,023.40
Water Impact Fee Fund	\$59,043.82

Water Deposit	\$128,676.00
Water Cash	\$1,145,675.36

ARPA	\$854,267.35
County ARPA	\$5,000,000.00
Interest on the ARPA accounts	\$3,627.17
Capital Projects Appropriations	\$151,000.00
One Half Cent Sales Tax (Transportation Fee)	\$608.64
Police	\$6,436.00
Historical	\$3,636.00

Restricted Funds Total: \$7,387,302.94

Available Unrestricted Funds for General Account: \$3,032,908.81



## Budget to Actual Summary

Total Reporting Months in this Report:	2 OF 12
Percentage of the Budget Year:	16.7%

### Revenues – General Fund

General Revenue Budgeted:	\$2,704,151.00
General Revenue Budget Received YTD:	\$325,774.52
Percentage of Budget Received:	12.05%
Remaining Revenue to be Received in FY 2024:	\$2,378,376.48

### Expenditures – General Fund

General Fund Expenditures Budgeted:	\$2,704,151.00
General Fund Expenditures Expended YTD:	\$588,931.52
Percentage of Budget Expended:	21.78%
Remaining General Fund Budgeted to Expend:	\$2,115,219.48

### Revenues – Water Fund

Water Revenue Budgeted:	\$929,100.00
Water Revenue Budget Received YTD:	\$173,503.58
Percentage of Budget Received:	18.67%
Remaining Revenue to be Received in FY 2024:	\$755,596.42

Budget to Actual Summary

Expenditures – Water Fund

Water Fund Expenditures Budgeted:	\$929,100.00
Water Fund Expenditures Expended YTD:	\$90,082.20
Percentage of Budget Expended:	9.70%
Remaining Water Fund Budgeted to Expend:	\$839,017.80

Revenues – Sewer Fund

Sewer Revenue Budgeted:	\$218,091.00
Sewer Revenue Budget Received YTD:	\$8,750.00
Percentage of Budget Received:	4.01%
Remaining Revenue to be Received in FY 2023:	\$209,341.00

Expenditures – Sewer Fund

Sewer Fund Expenditures Budgeted:	\$218,091.00
Sewer Fund Expenditures Expended YTD:	\$13,721.87
Percentage of Budget Expended:	6.29%
Remaining Water Fund Budgeted to Expend:	\$204,369.13

## Budget to Actual Summary

### Revenues – Capital Fund

Capital Revenue Budgeted:	\$14,523,000.00
Capital Revenue Budget Received YTD:	\$0.00
Percentage of Budget Received:	0.00%
Remaining Revenue to be Received in FY 2023:	\$14,523,000.00

### Expenditures – Capital Fund

Capital Fund Expenditures Budgeted:	\$14,523,000.00
Capital Fund Expenditures Expended YTD:	\$286,337.61
Percentage of Budget Expended:	2.0%
Remaining Capital Fund Budgeted to Expend:	\$14,236,662.39

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
<b>GENERAL FUND</b>						
001-311100	Ad Valorem Taxes	.00	.00	466,311.00	466,311.00	0.00%
001-311200	Delinquent Ad Valorem Taxes	.00	.00	10.00	10.00	0.00%
001-312410	Local Option Gas Tax	5,463.18	11,436.73	75,000.00	63,563.27	15.25
001-312600	Discretionary Tax	23,962.03	36,166.97	180,000.00	143,833.03	20.09
001-314100	Electric Service Tax	.00	12,633.44	85,000.00	72,366.56	14.86
001-314400	Natural Gas Service Tax	580.64	808.44	3,600.00	2,791.56	22.46
001-315100	Communications Service Tax	6,102.85	11,931.54	57,000.00	45,068.46	20.93
001-316100	Prof. & Occup. License Tax	.00	.00	75.00	75.00	0.00%
001-323100	Electricity Franchise	.00	16,518.21	140,000.00	123,481.79	11.80
001-323400	Gas Franchise	.00	220.41	4,200.00	3,979.59	5.25%
001-324260	Lib Impact Fees Rev for County	.00	.00	.00	.00	0.00%
001-329504	Permit Fire Reivew Fee	170.00	170.00	500.00	330.00	34.00
001-329505	Reinspection Fees	16,725.00	18,300.00	7,500.00	10,800.00	244.00
001-329506	Plan Review	8,158.27	29,189.30	95,000.00	65,810.70	34.02
001-329507	Building Permit Fees	22,885.00	64,504.76	333,899.00	269,394.24	22.04
001-329508	Administrative Fee	8,172.51	8,929.03	115,000.00	106,070.97	10.60
001-329509	State Permit Surcharge	779.37	2,447.70	12,000.00	9,552.30	22.87
001-329510	Zoning/Permit Appl Fees	1,250.00	3,005.00	12,000.00	8,995.00	27.13
001-329515	Row Utilization Fees	312.50	312.50	500.00	187.50	79.50
001-334908	Bal Fwd Fund Apprprtn- General	.00	.00	125,000.00	125,000.00	0.00%
001-335150	Alcoholic Beverage License	321.63	321.63	500.00	178.37	64.33
001-335180	1/2 Cent Sales Tax	11,273.91	20,977.86	130,000.00	109,022.14	16.14
001-335185	Grant And Donations	.00	.00	.00	.00	0.00%
001-335190	State Revenue Sharing	5,417.18	10,834.37	65,000.00	54,165.63	16.67
001-337700	Grants & Donations	.00	.00	500.00	500.00	0.00%
001-338000	Library Interiocal w/ Lake Co	3,064.00	9,192.00	35,000.00	25,808.00	26.26
001-338100	One Cent Gas Tax - Lake Co.	.00	608.64	7,500.00	6,891.36	8.12%
001-338190	Shared Revenue - Library	.00	.00	.00	.00	0.00%
001-341210	Notary, Copy, Fax Fees	619.87	622.12	200.00	422.12	341.76
001-341215	Public Record Requests	10.00	10.00	50.00	40.00	20.00
001-341220	Mva Traffic Signal Maintenance	.00	.00	2,300.00	2,300.00	0.00%
001-341500	Lien Search Charge	275.00	400.00	1,500.00	1,100.00	26.67
001-343400	Garbage Service Charges	.00	22,535.11	295,000.00	272,464.89	7.64%
001-343410	Garbage Late Fee	.00	290.18	1,200.00	909.82	24.18
001-343500	Surcharges	.00	.00	.00	.00	0.00%
001-347210	Trunk Or Treat	.00	.00	200.00	200.00	0.00%
001-347220	Montverde Day	7,500.00	20,825.00	48,000.00	27,175.00	43.39
001-347230	Easter Event	.00	.00	100.00	100.00	0.00%
001-347240	Light Up Montverde	.00	.00	100.00	100.00	0.00%
001-347254	Montverde Day Apprprtn-Car Fwd	.00	.00	.00	.00	0.00%
001-347260	License Plate Revenue	.00	.00	.00	.00	0.00%
001-347261	License Tax Collect-Hwy Safety	.00	.00	100.00	100.00	0.00%
001-350110	Court Fines	348.12	742.94	.00	742.94	0.00%
001-351100	Court Fines - Dept Hwy Safety	.00	.00	4,800.00	4,800.00	0.00%
001-352100	Library Fines	3.90	39.10	150.00	110.90	26.07
001-354200	Code Compliance Fines	.00	.00	12,000.00	12,000.00	0.00%
001-361000	FEMA - Revenue	.00	.00	.00	.00	0.00%
001-361100	Interest Earnings	.00	2,272.16	22,000.00	19,727.84	10.33
001-362100	17406 7Th Street Rental	1,123.92	2,427.72	14,000.00	11,572.28	17.34
001-362240	Ballfield Rental Revenue	.00	.00	200.00	200.00	0.00%
001-362260	Rental Income - Cell Tower	.00	.00	41,000.00	41,000.00	0.00%
001-362300	Post Office Rental Revenue	3,231.75	4,799.75	18,100.00	13,300.25	26.52
001-364100	Asset Sales (Equip/Veh/Mchnry)	.00	.00	15,000.00	15,000.00	0.00%
001-366000	Donations	.00	.00	.00	.00	0.00%

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
001-366240	Community Building Renal	320.00	320.00	2,000.00	1,680.00	16.00
001-366245	Contributions To Cemetry	200.00	200.00	6.00	194.00	3333.3
001-369900	Other Miscellaneous Rev	11,636.91	11,781.91	40,000.00	28,218.09	29.45
001-381200	Bal Fwd Fund Appropriation	.00	.00	235,000.00	235,000.00	0.00%
001-388800	Library Book Sales	.00	.00	50.00	50.00	0.00%
Total Revenue:		139,907.54	325,774.52	2,704,151.00	2,378,376.48	12.64
GENERAL FUND Revenue Total:		139,907.54	325,774.52	2,704,151.00	2,378,376.48	12.64
Net Total GENERAL FUND:		139,907.54	325,774.52	2,704,151.00	2,378,376.48	12.64

Account Number	Account Title	2023 November Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
<b>PARKS &amp; RECREATION IMPACT FEE</b>						
140-347200	Parks & Recreation Fees	3,434.76	8,586.90	150,000.00	141,413.10	6.87%
140-347201	Parks/Recreation Fees- Car Fwd	.00	.00	50,000.00	50,000.00	0.00%
Total Revenue:		3,434.76	8,586.90	200,000.00	191,413.10	5.15%
PARKS & RECREATION IMPACT FEE Revenue Total:						
		3,434.76	8,586.90	200,000.00	191,413.10	5.15%
Net Total PARKS & RECREATION IMPACT FEE:						
		3,434.76	8,586.90	200,000.00	191,413.10	5.15%

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
<b>ROAD &amp; STREET IMPACT FEE FUND</b>						
160-324218	Road & Streets Impact Fees	7,722.30	7,722.30	120,000.00	112,277.70	6.44%
160-324219	Road/Street Impact Fees-Car Fd	.00	.00	120,000.00	120,000.00	0.00%
160-360324	Road & Street Impact Fee	4,633.38	.00	.00	.00	0.00%
Total Revenue:		3,088.92	7,722.30	240,000.00	232,277.70	3.86%
ROAD & STREET IMPACT FEE FUND Revenue Total:						
		3,088.92	7,722.30	240,000.00	232,277.70	3.86%
Net Total ROAD & STREET IMPACT FEE FUND:						
		3,088.92	7,722.30	240,000.00	232,277.70	3.86%



Account Number	Account Title	2023 November Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
<b>ADMINISTRATIVE IMPACT FEE FUND</b>						
170-324250	Administrative Impact Fee	7,209.36	18,023.40	200,000.00	181,976.60	10.81
170-324251	Admin Impact Fee - Carry Fwd	.00	.00	250,000.00	250,000.00	0.00%
Total Revenue:		7,209.36	18,023.40	450,000.00	431,976.60	4.81%
ADMINISTRATIVE IMPACT FEE FUND Revenue Total:		7,209.36	18,023.40	450,000.00	431,976.60	4.81%
Net Total ADMINISTRATIVE IMPACT FEE FUND:		7,209.36	18,023.40	450,000.00	431,976.60	4.81%

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
<b>GRANTS</b>						
302-334700	State Department Grant	.00	.00	250,000.00	250,000.00	0.00%
302-334710	Intragovernmental Lake Co Park	.00	.00	100,000.00	100,000.00	0.00%
302-334711	Intragvmentl Lake Co Water Auth	.00	.00	80,000.00	80,000.00	0.00%
Total Revenue:		.00	.00	430,000.00	430,000.00	0.00%
GRANTS Revenue Total:		.00	.00	430,000.00	430,000.00	0.00%
Net Total GRANTS:		.00	.00	430,000.00	430,000.00	0.00%

Account Number	Account Title	2023 November Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
<b>Fund: 370</b>						
370-336000	Developer Donations	.00	.00	100,000.00	100,000.00	0.00%
Total Revenue:		.00	.00	100,000.00	100,000.00	0.00%
Fund: 370 Revenue Total:		.00	.00	100,000.00	100,000.00	0.00%
Net Total Fund: 370:		.00	.00	100,000.00	100,000.00	0.00%

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
<b>WATER</b>						
400-340320	Cut On/Off Fees	1,069.00-	.00	.00	.00	0.00%
400-343300	Water Service Chrgs - Potable	.00	102,743.00	525,000.00	422,257.00	19.57
400-343301	Bulk Water Sales	.00	14,803.53	2,500.00	12,303.53-	592.14
400-343305	Sewer Service Charge	.00	6,451.85	.00	6,451.85-	0.00%
400-343310	Irrigation Water Service Chrgs	.00	1,038.17	105,000.00	103,961.83	0.99%
400-343320	Donations & Intergovernmental	.00	.00	.00	.00	0.00%
400-343330	Administrative Fee	2,294.00	17,612.36	7,800.00	9,812.36-	228.94
400-343331	Water Meter Install Charges	25,200.00	25,200.00	285,000.00	259,800.00	11.79
400-343332	Surcharge	.00	.00	.00	.00	0.00%
400-343390	Water Late Fees	.00	.00	3,200.00	3,200.00	0.00%
400-343500	Surcharge	.00	4,680.88	.00	4,680.88-	0.00%
400-361100	Interest Earnings	.00	973.79	500.00	473.79-	194.76
400-369900	Other Miscellaneous Rev	.00	.00	100.00	100.00	0.00%
400-381200	Balance Forward Appropriation	.00	.00	.00	.00	0.00%
Total Revenue:		26,425.00	173,503.58	929,100.00	755,596.42	19.60
WATER Revenue Total:		26,425.00	173,503.58	929,100.00	755,596.42	19.60
Net Total WATER:		26,425.00	173,503.58	929,100.00	755,596.42	19.60

Account Number	Account Title	2023 November Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
<b>WATER IMPACT FEE FUND</b>						
420-324210	Water Impact Fees	21,470.48	59,043.82	275,000.00	215,956.18	25.37
420-324211	Water Impact Fees - Carry Fwd	.00	.00	800,000.00	800,000.00	0.00%
Total Revenue:		21,470.48	59,043.82	1,075,000.00	1,015,956.18	6.49%
WATER IMPACT FEE FUND Revenue Total:		21,470.48	59,043.82	1,075,000.00	1,015,956.18	6.49%
Net Total WATER IMPACT FEE FUND:		21,470.48	59,043.82	1,075,000.00	1,015,956.18	6.49%

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
<b>SEWER-ENTERPRISE (WASTE WATER)</b>						
421-343307	Sewer Connection Fees	3,400.00	8,750.00	58,000.00	49,250.00	18.02
421-343320	Sewer Service Charge	.00	.00	48,000.00	48,000.00	0.00%
421-343390	Sewer Late Fees	.00	.00	500.00	500.00	0.00%
421-343500	Surcharges Out of Town Limits	.00	.00	12,000.00	12,000.00	0.00%
421-361100	Interest Earnings	.00	.00	250.00	250.00	0.00%
421-369900	Other Miscellaneous Revenue	.00	.00	500.00	500.00	0.00%
421-381200	Balance Fwd Appropriations	.00	.00	98,841.00	98,841.00	0.00%
Total Revenue:		3,400.00	8,750.00	218,091.00	209,341.00	4.79%
SEWER-ENTERPRISE (WASTE WATER) Revenue Total:		3,400.00	8,750.00	218,091.00	209,341.00	4.79%
Net Total SEWER-ENTERPRISE (WASTE WATER):		3,400.00	8,750.00	218,091.00	209,341.00	4.79%

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
<b>CAPITAL PROJ- SEWER ENTERPRISE</b>						
422-334350	Grants - Sewer	.00	.00	4,000,000.00	4,000,000.00	0.00%
422-334355	Intragovernmental Carry Fwd	.00	.00	4,850,000.00	4,850,000.00	0.00%
Total Revenue:		.00	.00	8,850,000.00	8,850,000.00	0.00%
CAPITAL PROJ- SEWER ENTERPRISE Revenue Total:		.00	.00	8,850,000.00	8,850,000.00	0.00%
Net Total CAPITAL PROJ- SEWER ENTERPRISE:		.00	.00	8,850,000.00	8,850,000.00	0.00%



Account Number	Account Title	2023 November Actual	YTD Actual	Amended Budget	Revenue to be Received	% Of Budget
<b>CAPITAL PROJECT - STORM WATER</b>						
430-334360	Grants	.00	.00	1,350,000.00	1,350,000.00	0.00%
430-334361	State Appropriation	.00	.00	.00	.00	0.00%
Total Revenue:		.00	.00	1,350,000.00	1,350,000.00	0.00%
CAPITAL PROJECT - STORM WATER Revenue Total:						
		.00	.00	1,350,000.00	1,350,000.00	0.00%
Net Total CAPITAL PROJECT - STORM WATER:						
		.00	.00	1,350,000.00	1,350,000.00	0.00%

Account Number	Account Title	2023		Amended Budget	Revenue to be Received	% Of Budget
		November Actual	YTD Actual			
<b>CAPITAL PROJECT</b>						
500-324660	Intragovernmental Grant - Lib	.00	.00	972,000.00	972,000.00	10.73
500-332000	MV ARPA Funds (w/ Interest)	.00	.00	856,000.00	856,000.00	0.00%
Total Revenue:		.00	.00	1,828,000.00	1,828,000.00	5.70%
CAPITAL PROJECT Revenue Total:		.00	.00	1,828,000.00	1,828,000.00	5.70%
Net Total CAPITAL PROJECT:		.00	.00	1,828,000.00	1,828,000.00	5.70%
Net Grand Totals:		204,936.06	601,404.52	18,374,342.00	17,772,937.48	4.08%

Report Criteria:

- 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	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>GENERAL FUND</b>						
<b>TOWN COUNCIL</b>						
001-511-240	Workers Compensation	.00	.00	605.00	605.00	0.00%
001-511-342	Council Stipends	3,050.00	6,100.00	30,500.00	36,600.00	16.67
001-511-400	Travel	.00	.00	400.00	400.00	0.00%
001-511-445	Election Expense	.00	.00	11,000.00	11,000.00	0.00%
001-511-450	Insurance	.00	.00	7,920.00	7,920.00	0.00%
001-511-460	Repairs & Maintenance	.00	.00	100.00	100.00	0.00%
001-511-470	Printing & Copying	.00	.00	500.00	500.00	0.00%
001-511-490	Other Current Charges	145.90	145.90	1,654.10	1,800.00	8.11%
001-511-491	Council Workshop & Comm Meals	2,115.25	3,316.79	12,683.21	16,000.00	20.73
001-511-510	Office Supplies	.00	.00	500.00	500.00	0.00%
001-511-521	Uniforms & Clothing	.00	85.98	514.02	600.00	14.33
001-511-540	Subscriptions & Memberships	350.00	952.00	1,548.00	2,500.00	38.08
001-511-550	Seminars & Training	.00	.00	2,500.00	2,500.00	0.00%
001-511-551	Economic Development	.00	.00	500.00	500.00	0.00%
<b>Total TOWN COUNCIL:</b>		<b>5,661.15</b>	<b>10,600.67</b>	<b>70,924.33</b>	<b>81,525.00</b>	<b>13.00</b>
<b>TOWN MANAGER</b>						
001-512-110	Regular Salaries & Wages	.00	.00	.00	.00	0.00%
001-512-111	Cell Phone	.00	.00	.00	.00	0.00%
001-512-112	Car Allowance	.00	.00	.00	.00	0.00%
001-512-121	Christmas & Work Perform Bonus	.00	.00	.00	.00	0.00%
001-512-210	FICA Matching	.00	.00	.00	.00	0.00%
001-512-220	Retirement Plan	.00	.00	.00	.00	0.00%
001-512-230	Health Insurance	.00	.00	.00	.00	0.00%
001-512-234	Short-Term Disability	.00	.00	.00	.00	0.00%
001-512-240	Workers Compensation	.00	.00	.00	.00	0.00%
001-512-250	Uniforms & Clothing	.00	.00	.00	.00	0.00%
001-512-400	Travel	.00	.00	.00	.00	0.00%
001-512-410	Telephone	.00	.00	.00	.00	0.00%
001-512-450	Insurance	.00	.00	.00	.00	0.00%
001-512-492	Employee Apprecn/Trng Meals	.00	.00	.00	.00	0.00%
001-512-510	Office Supplies	.00	.00	.00	.00	0.00%
001-512-520	Operating Supplies	.00	.00	.00	.00	0.00%
001-512-540	Subscriptions, Membership	.00	.00	.00	.00	0.00%
001-512-550	Seminars And Training	.00	.00	.00	.00	0.00%
<b>Total TOWN MANAGER:</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>
<b>FINANCE &amp; ADMINISTRATIVE</b>						
001-513-120	Regular Salaries & Wages	3,644.36	10,932.12	84,670.19	95,602.31	11.43
001-513-140	Overtime	256.82	341.89	5,258.11	5,600.00	6.11%
001-513-210	FICA Matching	304.28	880.00	6,861.98	7,741.98	11.37
001-513-220	Retirement Plan	743.04	2,170.83	14,629.17	16,800.00	12.92
001-513-230	Health Insurance	716.32	2,148.96	19,041.04	21,190.00	10.14
001-513-234	Short-Term Disability	42.51	127.53	772.47	900.00	14.17
001-513-240	Workers Compensation	.00	.00	1,600.00	1,600.00	0.00%
001-513-310	Professional Services	.00	1,121.19	1,378.81	2,500.00	44.85
001-513-320	Accounting & Auditing	.00	.00	9,500.00	9,500.00	0.00%
001-513-330	Bank Finance Charges	.00	22.50	377.50	400.00	5.63%
001-513-340	Contractual Services	3,224.87	3,502.50	9,397.50	12,900.00	27.15
001-513-400	Travel	.00	78.08	1,421.92	1,500.00	5.21%
001-513-410	Telephone	204.82	300.22	3,199.78	3,500.00	8.58%

Period: 11/23

Dec 06, 2023 04:33PM

Account Number	Account Title	2023	YTD	Variance	2024	% Of
		November			Actual	Current year
		Actual	Actual		Budget	
001-513-411	Internet	.00	.00	2,500.00	2,500.00	0.00%
001-513-420	Postage & Freight	.00	500.00	1,000.00	1,500.00	33.33
001-513-430	Utilities	538.80	651.04	4,148.96	4,800.00	13.56
001-513-440	Rentals & Leases Building Repr	197.60	302.77	8,597.23	8,900.00	3.40%
001-513-450	Insurance	.00	.00	18,750.00	18,750.00	0.00%
001-513-460	Repair & Maintenance	799.50	1,569.50	6,430.50	8,000.00	19.62
001-513-470	Printing & Copying	.00	.00	3,500.00	3,500.00	0.00%
001-513-490	Other Current Charges	81.46	169.22	2,330.78	2,500.00	6.77%
001-513-492	EE Christmas & Perform Bonus	891.00	891.00	10,609.00	11,500.00	7.75%
001-513-510	Office Supplies	56.02	96.02	3,403.98	3,500.00	2.74%
001-513-513	TM Allowance	101.54	304.62	4,135.38	4,440.00	6.86%
001-513-520	Operating Supplies	53.00	53.00	2,747.00	2,800.00	1.89%
001-513-521	Uniforms & Clothing	.00	.00	1,200.00	1,200.00	0.00%
001-513-540	Subscriptions, Membership	276.12	291.12	2,608.88	2,900.00	10.04
001-513-550	Seminars And Training	245.37	245.37	3,254.63	3,500.00	7.01%
001-513-560	Small Tools & Equipment	.00	.00	500.00	500.00	0.00%
Total FINANCE & ADMINISTRATIVE:		12,377.43	26,699.48	233,824.81	260,524.29	10.25
<b>LEGAL COUNSEL</b>						
001-514-310	Professional Services	3,215.00	3,215.00	69,285.00	72,500.00	4.43%
001-514-311	Lgl Srvc Dvlpmnt-Zoning Review	.00	.00	.00	.00	0.00%
001-514-490	Other Current Charges	.00	.00	.00	.00	0.00%
001-514-510	Office Supplies	.00	.00	500.00	500.00	0.00%
Total LEGAL COUNSEL:		3,215.00	3,215.00	69,785.00	73,000.00	4.40%
<b>PERMITTING</b>						
001-519-120	Regular Salaries & Wages	3,638.33	10,914.65	84,606.63	95,521.28	11.43
001-519-140	Overtime	42.87	950.03	3,049.97	4,000.00	23.75
001-519-210	FICA Matching	285.33	918.78	6,694.60	7,613.38	12.07
001-519-220	Retirement Plan	677.58	2,144.13	10,461.87	12,606.00	17.01
001-519-230	Health Insurance	874.33	2,622.99	18,612.51	21,235.50	12.35
001-519-234	Short-Term Disability	35.17	105.51	574.49	680.00	15.52
001-519-240	Workers Compensation	.00	.00	760.00	760.00	0.00%
001-519-310	Professional Services	4,132.50	5,657.50	12,342.50	18,000.00	31.43
001-519-315	Building Official Fees	46,347.62	76,501.50	148,498.50	225,000.00	34.00
001-519-340	Contractual Services-Citizens	3,872.89	4,150.51	24,849.49	29,000.00	14.31
001-519-350	Municode	.00	.00	4,800.00	4,800.00	0.00%
001-519-410	Telephone	515.19	515.19	84.81	600.00	85.87
001-519-411	Internet	.00	.00	400.00	400.00	0.00%
001-519-440	Rentals & Leases	197.60	302.77	897.23	1,200.00	25.23
001-519-450	Insurance	.00	.00	5,250.00	5,250.00	0.00%
001-519-470	Printing & Copying	.00	.00	750.00	750.00	0.00%
001-519-490	Other Current Charges	.00	20.00	230.00	250.00	8.00%
001-519-495	Bank Finance Charges	.00	.00	1,500.00	1,500.00	0.00%
001-519-510	Office Supplies	659.16	715.59	34.41	750.00	95.41
001-519-513	TM Allowances	69.23	207.69	3,092.31	3,300.00	6.29%
001-519-520	Operating Supplies	252.95	252.95	247.05	500.00	50.59
001-519-521	Uniforms & Clothing	.00	.00	250.00	250.00	0.00%
001-519-540	Subscriptions, Membership	221.60	221.60	278.40	500.00	44.32
001-519-550	Seminars And Training	50.20	50.20	3,449.80	3,500.00	1.43%
001-519-605	Capital Equipment & Buildings	.00	.00	85,000.00	85,000.00	0.00%
Total PERMITTING:		61,872.55	106,251.59	416,714.57	522,966.16	20.32

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>PUBLIC SAFETY</b>						
001-520-240	Workers Compensation	.00	.00	450.00	450.00	0.00%
001-520-343	Contract Svcs Highway Patrol	8,529.99	10,227.54	75,772.46	86,000.00	11.89
001-520-344	Contract Svcs LCSO or HP	.00	4,060.65	49,939.35	54,000.00	7.52%
001-520-410	Telephone	40.39	80.78	419.22	500.00	16.16
001-520-411	Internet	432.60	1,357.80	8,142.20	9,500.00	14.29
001-520-430	Utilities	171.52	171.52	1,428.48	1,600.00	10.72
001-520-442	Equipment Leases (Vehicles)	.00	13,487.40	12.60	13,500.00	99.91
001-520-450	Insurance	.00	.00	1,920.00	1,920.00	0.00%
001-520-460	Repair & Maintenance	299.00	299.00	2,501.00	2,800.00	10.68
001-520-490	Other Current Charges	.00	.00	500.00	500.00	0.00%
001-520-493	Volunteer Appreciation	.00	.00	500.00	500.00	0.00%
001-520-520	Operating Supplies	.00	.00	500.00	500.00	0.00%
001-520-521	Uniforms & Clothing	.00	.00	500.00	500.00	0.00%
001-520-524	Fuel	.00	37.79	2,462.21	2,500.00	1.51%
Total PUBLIC SAFETY:		9,473.50	29,722.48	145,047.52	174,770.00	17.01
<b>FIRE CONTROL</b>						
001-522-430	Utilities	40.39	40.39	40.39	.00	0.00%
001-522-450	Insurance	.00	.00	7,200.00	7,200.00	0.00%
001-522-460	Repair & Maintenance	749.00	749.00	11,751.00	12,500.00	5.99%
Total FIRE CONTROL:		789.39	789.39	18,910.61	19,700.00	4.01%
<b>CODE COMPLIANCE</b>						
001-524-120	Regular Salaries & Wages	230.77	692.31	5,307.69	6,000.00	11.54
001-524-140	Overtime	.00	.00	.00	.00	0.00%
001-524-210	FICA Matching	18.72	56.16	402.84	459.00	12.24
001-524-220	Retirement Plan	66.92	200.76	1,539.24	1,740.00	11.54
001-524-230	Health Insurance	25.53	76.59	1,223.41	1,300.00	5.89%
001-524-234	Short-Term Disability	2.18	6.54	113.46	120.00	5.45%
001-524-240	Workers Compensation	.00	.00	190.00	190.00	0.00%
001-524-310	Professional Services	.00	.00	11,500.00	11,500.00	0.00%
001-524-313	Legal Service	198.00	198.00	7,802.00	8,000.00	2.48%
001-524-420	Postage & Freight	.00	.00	900.00	900.00	0.00%
001-524-450	Insurance	.00	.00	3,200.00	3,200.00	0.00%
001-524-490	Other Current Charges	120.75	135.50	114.50	250.00	54.20
001-524-510	Office Supplies	.00	.00	100.00	100.00	0.00%
001-524-513	TM ALLOWANCE	13.85	41.55	618.45	660.00	6.30%
001-524-550	Seminars And Training	.00	.00	500.00	500.00	0.00%
Total CODE COMPLIANCE:		676.72	1,407.41	33,511.59	34,919.00	4.03%
<b>GARBAGE/SOLID WASTE SERVICES</b>						
001-534-340	Contractual Services	17,954.39	17,954.39	217,045.61	235,000.00	7.64%
001-534-490	Bad Debt	.00	.00	500.00	500.00	0.00%
Total GARBAGE/SOLID WASTE SERVICES:		17,954.39	17,954.39	217,545.61	235,500.00	7.62%
<b>PUBLIC WORKS</b>						
001-539-120	Regular Salaries & Wages	708.11	2,124.60	29,154.34	31,278.94	6.79%
001-539-140	Overtime	18.99	69.45	4,430.55	4,500.00	1.54%
001-539-210	FICA Matching	55.38	167.09	2,570.00	2,737.09	6.10%
001-539-220	Retirement Plan	98.68	297.74	4,593.80	4,891.54	6.09%
001-539-230	Health Insurance	185.03	555.09	6,334.91	6,890.00	8.06%

Account Number	Account Title	2023	YTD	Variance	2024	% Of
		November			Actual	Current year
		Actual	Actual		Budget	Budget
001-539-234	Short-Term Disability	9.71	29.13	171.87	201.00	14.49
001-539-240	Workers Compensation	.00	.00	305.00	305.00	0.00%
001-539-250	Uniforms & Clothing	.00	.00	750.00	750.00	0.00%
001-539-340	Contractual Services	.00	.00	1,000.00	1,000.00	0.00%
001-539-400	Travel	.00	15.68	234.32	250.00	6.27%
001-539-410	Telephone	40.39	80.78	469.22	550.00	14.69
001-539-430	Utilities	.00	.00	1,500.00	1,500.00	0.00%
001-539-442	Equipment Leases (Vehicles)	.00	26,800.00	.00	26,800.00	100.00
001-539-450	Insurance	.00	.00	7,800.00	7,800.00	0.00%
001-539-460	Repair & Maintenance	1,778.20	1,778.20	10,221.80	12,000.00	14.82
001-539-490	Other Current Charges	102.41	102.41	397.59	500.00	20.48
001-539-510	Office Supplies	.00	24.11	175.89	200.00	12.06
001-539-520	Operating Supplies	437.65	437.65	562.35	1,000.00	43.77
001-539-521	Fuel	372.89	530.68	5,969.32	6,500.00	8.16%
001-539-522	Small Tools & Equipment	433.95	433.95	433.95-	.00	0.00%
001-539-524	Fuel	11.57	11.57	11.57-	.00	0.00%
001-539-540	Subscriptions, Membership	24.00	24.00	226.00	250.00	9.60%
001-539-560	Small Tools & Equipment	.00	.00	500.00	500.00	0.00%
001-539-606	Hurricane Repairs	.00	.00	.00	.00	0.00%
001-539-640	Machinery & Equipment	.00	.00	25,000.00	25,000.00	0.00%
<b>Total PUBLIC WORKS:</b>		<b>4,276.96</b>	<b>33,482.13</b>	<b>101,921.44</b>	<b>135,403.57</b>	<b>24.73</b>
<b>ROAD &amp; STREET FACILITIES</b>						
001-541-120	Regular Salaries & Wages	1,267.80	3,803.35	29,637.40	33,440.75	11.37
001-541-140	Overtime	23.77	64.89	4,435.11	4,500.00	1.44%
001-541-210	FICA Matching	98.81	295.93	2,606.54	2,902.47	10.20
001-541-220	Retirement Plan	175.27	524.93	4,293.55	4,818.48	10.89
001-541-230	Health Insurance	457.00	1,371.00	6,299.00	7,670.00	17.87
001-541-234	Short-Term Disability	18.46	55.38	352.62	408.00	13.57
001-541-240	Workers Compensation	.00	.00	545.00	545.00	0.00%
001-541-310	Professional Services	.00	.00	2,000.00	2,000.00	0.00%
001-541-340	Contractual Services	1,401.90	1,501.90	14,498.10	16,000.00	9.39%
001-541-430	Utilities	20.87	41.53	7,958.47	8,000.00	0.52%
001-541-431	Street Lighting - Power	3,988.27	6,984.25	35,015.75	42,000.00	16.63
001-541-450	Insurance	.00	.00	9,300.00	9,300.00	0.00%
001-541-460	Repair & Maintenance	374.50	1,727.50	16,272.50	18,000.00	9.60%
001-541-461	Signal Maintenance	.00	.00	.00	.00	0.00%
001-541-462	Lakes Drain Repair/Maintenance	.00	.00	7,800.00	7,800.00	0.00%
001-541-463	Stormwater	.00	.00	2,500.00	2,500.00	0.00%
001-541-490	Other Current Charges	.00	.00	2,000.00	2,000.00	0.00%
001-541-520	Operating Supplies	1,179.91	1,179.91	1,320.09	2,500.00	47.20
001-541-521	Uniforms & Clothing	.00	.00	500.00	500.00	0.00%
001-541-523	Decorations And Flags	.00	.00	5,600.00	5,500.00	0.00%
001-541-530	Road Materials & Supplies	.00	.00	7,000.00	7,000.00	0.00%
001-541-630	Infrastructure-Street Repair	.00	.00	126,630.00	126,630.00	0.00%
001-541-640	Vehicle, Equipment & Machinery	.00	.00	6,500.00	6,500.00	0.00%
<b>Total ROAD &amp; STREET FACILITIES:</b>		<b>9,006.56</b>	<b>17,550.57</b>	<b>292,964.13</b>	<b>310,514.70</b>	<b>5.65%</b>
<b>CEMETERY</b>						
001-569-240	Workers Compensation	.00	.00	320.00	320.00	0.00%
001-569-420	Postage & Freight	.00	.00	125.00	125.00	0.00%
001-569-450	Insurance	.00	.00	2,600.00	2,600.00	0.00%
001-569-460	Repair & Maintenance	.00	.00	2,500.00	2,500.00	0.00%
001-569-490	Other Current Charges	.00	.00	500.00	500.00	0.00%

Account Number	Account Title	2023	YTD Actual	Variance	2024	% Of Budget
		November Actual			Current year Budget	
001-569-494	Benevolence	175.00	175.00	325.00	500.00	35.00
001-569-510	Office Supplies	.00	.00	100.00	100.00	0.00%
Total CEMETERY:		175.00	175.00	6,470.00	6,645.00	2.63%
<b>LIBRARY</b>						
001-571-120	Regular Salaries & Wages	2,570.55	7,788.90	67,452.12	75,241.02	10.35
001-571-140	Overtime	14.77	617.95	1,382.05	2,000.00	30.90
001-571-210	FICA Matching	196.45	639.13	5,269.81	5,908.94	10.82
001-571-220	Retirement Plan	350.82	1,140.80	8,668.81	9,809.61	11.63
001-571-230	Health Insurance	262.66	529.68	4,470.32	5,000.00	10.59
001-571-234	Short-Term Disability	23.31	69.93	630.07	700.00	9.99%
001-571-240	Workers Compensation	.00	.00	370.00	370.00	0.00%
001-571-340	Contractual Services	1,679.91	1,957.53	9,292.47	11,250.00	17.40
001-571-400	Travel	.00	.00	250.00	250.00	0.00%
001-571-410	Telephone	45.39	112.05	2,087.95	2,200.00	5.09%
001-571-411	Internet	.00	.00	16,000.00	16,000.00	0.00%
001-571-420	Postage & Freight	.00	.00	250.00	250.00	0.00%
001-571-430	Utilities	.00	.00	3,000.00	3,000.00	0.00%
001-571-440	Rentals & Leases	.00	105.18	105.18-	.00	0.00%
001-571-450	Insurance	.00	.00	8,200.00	8,200.00	0.00%
001-571-460	Repair & Maintenance	.00	1,105.52	105.52-	1,000.00	110.55
001-571-480	Promotional Activities	.00	.00	100.00	100.00	0.00%
001-571-490	Other Current Charges	37.57	37.57	462.43	500.00	7.51%
001-571-510	Office Supplies	.00	.00	2,600.00	2,600.00	0.00%
001-571-520	Operating Supplies	.00	.00	2,500.00	2,500.00	0.00%
001-571-521	Uniforms & Clothing	.00	.00	250.12	250.12	0.00%
001-571-540	Subscriptions, Membership	24.00	24.00	476.00	500.00	4.80%
001-571-640	Vehicle, Equipment & Machinery	.00	.00	500.00	500.00	0.00%
001-571-660	Library Books & Material	.00	.00	12,500.00	12,500.00	0.00%
Total LIBRARY:		5,205.43	14,128.24	146,501.45	160,629.69	8.80%
<b>PARKS &amp; RECREATION</b>						
001-572-240	Workers Compensation	.00	.00	650.00	650.00	0.00%
001-572-340	Contractual Services	679.05	1,409.05	13,590.95	15,000.00	9.39%
001-572-345	Contract Mowing/Landscaping Se	4,800.00	9,600.00	72,400.00	82,000.00	11.71
001-572-410	Telephone	.00	.00	250.00	250.00	0.00%
001-572-411	Internet	.00	.00	4,700.00	4,700.00	0.00%
001-572-430	Utilities	910.31	1,563.46	4,636.54	6,200.00	25.22
001-572-440	Rentals & Leases	.00	.00	.00	.00	0.00%
001-572-450	Insurance	.00	.00	21,000.00	21,000.00	0.00%
001-572-460	Repair & Maintenance	95.27	3,592.67	26,407.33	30,000.00	11.98
001-572-470	Printing & Copying	.00	.00	1,000.00	1,000.00	0.00%
001-572-490	Other Current Charges	563.33	563.33	1,436.67	2,000.00	28.17
001-572-520	Operating Supplies	1,961.73	2,632.41	4,867.59	7,500.00	35.10
001-572-521	Fuel	.00	.00	1,000.00	1,000.00	0.00%
001-572-805	Capital Outlay	.00	.00	.00	.00	0.00%
001-572-606	Capital Projects-Stage & Gazeb	202,907.77	202,907.77	160,092.23	363,000.00	55.90
001-572-640	Machine & Equipment	.00	.00	2,500.00	2,500.00	0.00%
Total PARKS & RECREATION:		211,917.46	222,268.69	314,531.31	536,800.00	41.41
<b>SPECIAL EVENTS</b>						
001-574-240	Workers Compensation	.00	.00	600.00	600.00	0.00%
001-574-450	Insurance	.00	.00	2,553.60	2,553.60	0.00%



Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
001-574-481	Montverde Day	17,066.48	56,670.55	17,329.45	74,000.00	76.58
001-574-482	Light Up Montverde	36,498.97	43,613.97	14,386.03	58,000.00	75.20
001-574-483	Fall & Spring Concert Series	.00	.00	7,500.00	7,500.00	0.00%
001-574-484	Easter Event	.00	.00	5,000.00	5,000.00	0.00%
001-574-485	Trunk or Treat	.00	4,401.96	801.96-	3,600.00	122.28
Total SPECIAL EVENTS:		53,565.45	104,686.48	46,567.12	151,253.60	69.21
GENERAL FUND Expenditure Total:		396,166.99	588,931.52	2,115,219.49	2,704,151.01	21.78
Net Total GENERAL FUND:		396,166.99-	588,931.52-	2,115,219.49-	2,704,151.01-	21.78

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>Fund: 330</b>						
<b>Department: 572</b>						
330-572-630	Capital Projects-Boat Ramp	.00	.00	430,000.00	430,000.00	0.00%
Total Department: 572:		.00	.00	430,000.00	430,000.00	0.00%
Fund: 330 Expenditure Total:		.00	.00	430,000.00	430,000.00	0.00%
Net Total Fund: 330:		.00	.00	430,000.00-	430,000.00-	0.00%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>CAPITAL PROJ - WATER PUMPS/TWR</b>						
<b>WATER UTILITY SERVICES</b>						
340-533-634	Engineering & Design	17,595.00	17,595.00	332,405.00	350,000.00	5.03%
340-533-639	Water Tower Replacement	.00	.00	725,000.00	725,000.00	0.00%
Total WATER UTILITY SERVICES:		17,595.00	17,595.00	1,057,405.00	1,075,000.00	1.64%
CAPITAL PROJ - WATER PUMPS/TWR Expenditure Total:						
		17,595.00	17,595.00	1,057,405.00	1,075,000.00	1.64%
Net Total CAPITAL PROJ - WATER PUMPS/TWR:		17,595.00-	17,595.00-	1,057,405.00-	1,075,000.00-	1.64%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>MUNICIPAL/STREETS PARKING EXP</b>						
<b>PARKS &amp; RECREATION</b>						
350-572-520	Capital Projects-Sports Courts	23,515.00	23,515.00	23,515.00-	.00	0.00%
350-572-630	Capital Projects-Municipal/Str	.00	.00	240,000.00	240,000.00	0.00%
Total PARKS & RECREATION:		23,515.00	23,515.00	216,485.00	240,000.00	9.80%
MUNICIPAL/STREETS PARKING EXP Expenditure Total:		23,515.00	23,515.00	216,485.00	240,000.00	9.80%
Net Total MUNICIPAL/STREETS PARKING EXP:		23,515.00-	23,515.00-	216,485.00-	240,000.00-	9.80%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>SPORTS COURTS &amp; PARK ADDITION</b>						
<b>PARKS &amp; RECREATION</b>						
360-572-520	Operating Supplies	23,635.09	23,635.09	23,635.09-	.00	0.00%
360-572-630	Infrastructure	.00	60,600.00	60,600.00-	.00	0.00%
360-572-634	Engineering	.00	11,451.00	11,451.00-	.00	0.00%
360-572-635	Construction	.00	.00	200,000.00	200,000.00	0.00%
Total PARKS & RECREATION:		23,635.09	95,686.09	104,313.91	200,000.00	47.84
SPORTS COURTS & PARK ADDITION Expenditure Total:						
		23,635.09	95,686.09	104,313.91	200,000.00	47.84
Net Total SPORTS COURTS & PARK ADDITION:		23,635.09-	95,686.09-	104,313.91-	200,000.00-	47.84

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>Fund: 370</b>						
<b>Department: 572</b>						
370-572-630	Fosgate Trail Connection	.00	.00	100,000.00	100,000.00	0.00%
Total Department: 572:		.00	.00	100,000.00	100,000.00	0.00%
Fund: 370 Expenditure Total:		.00	.00	100,000.00	100,000.00	0.00%
Net Total Fund: 370:		.00	.00	100,000.00-	100,000.00-	0.00%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>WATER</b>						
<b>WATER UTILITY SERVICES</b>						
400-533-120	Regular Salaries & Wages	6,510.67	18,809.89	191,251.61	210,061.50	8.95%
400-533-140	Overtime	221.67	302.29	8,697.71	9,000.00	3.36%
400-533-210	FICA Matching	519.56	1,475.69	15,282.51	16,758.20	8.81%
400-533-220	Retirement Plan	1,162.83	3,341.31	26,489.88	29,831.19	11.20
400-533-230	Health Insurance	1,170.55	3,511.65	36,088.35	39,600.00	8.87%
400-533-234	Short-Term Disability	66.36	199.08	2,000.92	2,200.00	9.05%
400-533-239	Other Employer Contributions	.00	.00	.00	.00	0.00%
400-533-240	Workers Compensation	.00	.00	5,800.00	5,800.00	0.00%
400-533-250	Uniforms & Clothing	.00	.00	3,500.00	3,500.00	0.00%
400-533-310	Professional Services	.00	.00	3,960.00	3,960.00	0.00%
400-533-320	Accounting & Auditing	.00	.00	9,800.00	9,800.00	0.00%
400-533-330	Bank Finance Charges	.00	857.27	8,142.73	9,000.00	9.53%
400-533-340	Contractual Services	15,280.59	21,076.90	46,923.10	68,000.00	31.00
400-533-350	Municode	.00	.00	2,500.00	2,500.00	0.00%
400-533-400	Travel	.00	.00	1,500.00	1,500.00	0.00%
400-533-410	Telephone	245.21	362.06	5,637.94	6,000.00	8.03%
400-533-411	Internet	658.90	1,091.50	4,408.50	5,500.00	19.85
400-533-420	Postage & Freight	.00	.00	3,500.00	3,500.00	0.00%
400-533-430	Utilities	4,442.16	6,296.29	23,703.71	30,000.00	20.99
400-533-440	Rentals & Leases	197.60	302.77	2,697.23	3,000.00	10.09
400-533-450	Insurance	.00	.00	58,000.00	58,000.00	0.00%
400-533-460	Repair & Maintenance	15,668.67	21,704.49	23,295.51	45,000.00	48.23
400-533-465	Repair & Replace (Retain)	.00	.00	95,639.10	95,639.10	0.00%
400-533-470	Printing & Copying	.00	.00	1,200.00	1,200.00	0.00%
400-533-490	Other Current Charges	133.75	133.75	2,366.25	2,500.00	5.35%
400-533-510	Office Supplies	26.58	77.60	1,422.40	1,500.00	5.17%
400-533-513	TM Allowance	96.91	290.73	290.73-	.00	0.00%
400-533-520	Operating Supplies	1,889.54	3,362.23	18,637.77	22,000.00	15.28
400-533-521	Fuel	220.11	450.69	6,799.31	7,250.00	6.22%
400-533-522	Small Tools & Equipment	433.95	433.95	433.95-	.00	0.00%
400-533-540	Subscriptions, Membership	300.64	300.64	1,199.36	1,500.00	20.04
400-533-550	Seminars And Training	50.20	50.20	2,449.80	2,500.00	2.01%
400-533-560	Small Tools & Equipment	.00	.00	7,500.00	7,500.00	0.00%
400-533-577	Bulk Water	1,345.46	2,756.22	72,243.78	75,000.00	3.67%
400-533-609	Water Meter Replacement	.00	2,895.00	147,105.00	150,000.00	1.93%
400-533-640	Machinery & Equipment	.00	.00	.00	.00	0.00%
Total WATER UTILITY SERVICES:		50,641.91	90,082.20	839,017.79	929,099.99	9.70%
WATER Expenditure Total:		50,641.91	90,082.20	839,017.79	929,099.99	9.70%
Net Total WATER:		50,641.91-	90,082.20-	839,017.79-	929,099.99-	9.70%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>WATER IMPACT FEE FUND</b>						
<b>WATER UTILITY SERVICES</b>						
420-533-620	Water Tower Replacement	17,595.00-	.00	.00	.00	0.00%
Total WATER UTILITY SERVICES:		17,595.00-	.00	.00	.00	0.00%
WATER IMPACT FEE FUND Expenditure Total:		17,595.00-	.00	.00	.00	0.00%
Net Total WATER IMPACT FEE FUND:		17,595.00	.00	.00	.00	0.00%



Account Number	Account Title	2023	YTD	Variance	2024	% Of
		November			Current year	
		Actual	Actual		Budget	Budget
<b>SEWER-ENTERPRISE (WASTE WATER)</b>						
<b>SEWER UTILITY ENTERPRISE</b>						
421-535-120	Regular Salaries & Wages	1,120.58	3,121.56	27,713.70	30,835.26	10.12
421-535-140	Overtime	21.08	57.04	57.04-	.00	0.00%
421-535-210	FICA Matching	87.86	244.75	2,114.15	2,358.90	10.38
421-535-220	Retirement Plan	190.52	538.13	3,377.95	3,916.08	13.74
421-535-230	Health Insurance	196.53	589.59	9,550.41	10,140.00	5.81%
421-535-234	Short-Term Disability	9.40	28.20	1,251.80	1,280.00	2.20%
421-535-239	Other Employer Contributions	.00	.00	100.00	100.00	0.00%
421-535-240	Workers Compensation	.00	.00	380.00	380.00	0.00%
421-535-250	Uniforms & Clothing	.00	.00	250.00	250.00	0.00%
421-535-340	Contractual Services	.00	.00	6,728.67	6,728.67	0.00%
421-535-410	Telephone	.00	.00	.00	.00	0.00%
421-535-430	Utilities	45.79	92.14	24,907.86	25,000.00	0.37%
421-535-460	Repair & Maintenance Res	.00	.00	102,282.09	102,282.09	0.00%
421-535-470	Printing & Copying	.00	.00	1,500.00	1,500.00	0.00%
421-535-490	Other Current Charges	.00	.00	.00	.00	0.00%
421-535-513	TM Allowance	13.85	41.55	1,278.45	1,320.00	3.15%
421-535-540	Subscriptions, Membership	79.04	79.04	79.04-	.00	0.00%
421-535-576	Bulk Sewer Charges To Clermont	6,972.79	8,929.87	23,070.13	32,000.00	27.91
Total SEWER UTILITY ENTERPRISE:		8,737.44	13,721.87	204,369.13	218,091.00	6.29%
SEWER-ENTERPRISE (WASTE WATER) Expenditure Total:						
		8,737.44	13,721.87	204,369.13	218,091.00	6.29%
Net Total SEWER-ENTERPRISE (WASTE WATER):		8,737.44-	13,721.87-	204,369.13-	218,091.00-	6.29%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>CAPITAL PROJ- SEWER ENTERPRISE</b>						
<b>SEWER UTILITY ENTERPRISE</b>						
422-535-621	Generator	.00	.00	5,350,000.00	5,350,000.00	0.00%
422-535-630	Infrastructure	141,665.60	141,665.60	3,358,334.40	3,500,000.00	4.05%
422-535-634	Engineering	1,000.00	43,391.30	43,391.30-	.00	0.00%
Total SEWER UTILITY ENTERPRISE:		142,665.60	185,056.90	8,664,943.10	8,850,000.00	2.09%
CAPITAL PROJ- SEWER ENTERPRISE Expenditure Total:						
		142,665.60	185,056.90	8,664,943.10	8,850,000.00	2.09%
Net Total CAPITAL PROJ- SEWER ENTERPRISE:		142,665.60-	185,056.90-	8,664,943.10-	8,850,000.00-	2.09%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>CAPITAL PROJECT - STORM WATER</b>						
<b>WATER UTILITY SERVICES</b>						
430-533-630	Infrastructure	.00	.00	1,350,000.00	1,350,000.00	0.00%
430-533-634	Engineering	.00	1,968.00	1,968.00-	.00	0.00%
Total WATER UTILITY SERVICES:		.00	1,968.00	1,348,032.00	1,350,000.00	0.15%
CAPITAL PROJECT - STORM WATER Expenditure Total:						
		.00	1,968.00	1,348,032.00	1,350,000.00	0.15%
Net Total CAPITAL PROJECT - STORM WATER:						
		.00	1,968.00-	1,348,032.00-	1,350,000.00-	0.15%

Account Number	Account Title	2023 November Actual	YTD Actual	Variance	2024 Current year Budget	% Of Budget
<b>CAPITAL PROJECT</b>						
<b>LIBRARY</b>						
500-571-120	Regular Salaries & Wages	242.00	617.20	617.20-	.00	0.00%
500-571-210	FICA Matching	18.51	47.21	47.21-	.00	0.00%
500-571-340	Capital Project- Library	.00	2,000.00	2,000.00-	.00	0.00%
500-571-470	Printing & Copying	54.95	54.95	54.95-	.00	0.00%
500-571-520	Capital Project- Library	835.42	835.42	835.42-	.00	0.00%
500-571-634	Engineering	.00	30,837.84	30,837.84-	.00	0.00%
500-571-635	Construction	175.00	175.00	2,277,825.00	2,278,000.00	0.01%
Total LIBRARY:		1,325.88	34,567.62	2,243,432.38	2,278,000.00	1.52%
CAPITAL PROJECT Expenditure Total:		1,325.88	34,567.62	2,243,432.38	2,278,000.00	1.52%
Net Total CAPITAL PROJECT:		1,325.88-	34,567.62-	2,243,432.38-	2,278,000.00-	1.52%
Net Grand Totals:		646,687.91-	1,051,124.20-	17,323,217.80-	18,374,342.00-	5.72%

Report Criteria:

- 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

## **CONSENT AGENDA**

**MINUTES OF TOWN COUNCIL REGULAR MEETING  
NOVEMBER 14, 2023**

**MONTVERDE TOWN COUNCIL  
REGULAR MEETING MINUTES  
NOVEMBER 14, 2023, AT 7:00 P.M.**

**TOWN COUNCIL MEMBERS PRESENT**

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

**TOWN COUNCIL MEMBERS ABSENT**

*Jim Peacock, Councilmember*

**STAFF PRESENT**

*Paul Larino, Town Manager  
Anita Geraci-Carver, Town Attorney  
Lisa Busto, Associate Town Planner  
Sandy Johnson, Town Clerk*

**CALL TO ORDER AND OPENING CEREMONIES**

The Mayor lead the audience in the Pledge of Allegiance

**PRESENTATION AND ADMINISTRATIVE MATTERS**

Town Attorney Geraci-Carver swore: Joe Wynkoop, Jim Ley, Allan Hartle into office

Selection of seats: Councilmember Womack 1, Councilmember Ley 2, Councilmember Peacock 3, Vice Mayor Hartle 4

Appointment of Vice Mayor

Councilmember Ley nominated Councilmember Peacock to serve a Vice Mayor, Councilmember Hartle seconded. Approved 4 – 0 (Vice Mayor Peacock was absent).

**CITIZENS QUESTION/COMMENT PERIOD**

Greg Gensheimer, Green Mountain Scenic By-way spoke regarding trails in Lake County.

Banks Helfrich – 9100 Sam Lake road spoke regarding Keep Lake Beautiful.

Nancy Davidson 17520 Palm View Avenue area at Fosgate and CR 455 needs to be mowed.

**DEPARTMENT & COMMITTEE REPORTS**

**Town Manager Larino's Report.**

Light up Montverde is December 2, 2023

Thanked the staff, Council and many others that work to make Montverde Day a success.

Baseball field two restriction in the title has to remain a park, but not a baseball field and cannot be named.

We have put gravel and rock in the boat ramp.

We are trying to put together a Special Meeting on November 28<sup>th</sup> at 630 pm, I will let you know when it is final.

**Town Attorney Geraci-Carver Report.**

Santana foreclosure sale – clerk noticed an error in the publication process, it will be republished

**Town Planner Parks Report.**

Very busy, zoning clearances. Working on P&Z items, three CUPs and a variance.

**Lake County Commission Report.**

Not present

**Town Council Reports.**

Councilmember Hartle was sick during Montverde Day but heard good things about the event. Thank you to the staff and council. We have a lot to be thankful for.

Councilmember Ley the staff worked until exhaustion. 3 days of event was great, weather was great, outstanding Montverde Day and Trunk or Treat.

Councilmember Womack Montverde day was great. It was a lot of work, all day for staff and then Trunk or Treat. Both events were wonderful.

**Mayor Wynkoop Report**

Trying to get Town meetings on You-Tube.

Town Manager Larino stated that Lisa Busto has found someone to set up and review in next few weeks.

ISBA – update

Town Attorney Geraci-Carver Pine Island CCD has changed their name so that needs to be updated.

Minneola's City Attorney has asked why we need to update the ISBA and I explained that the Town wishes to preserve the Ferndale area. I have asked that everyone let me know when their public hearings will be so that we can attend.



There was discussion concerning the ISBA.

**OCTOBER FINANCE REPORT**

Beginning Bank Balance	\$ 4,984,098.27
Revenues	\$ 525,033.22
Expenditures	\$ 641,532.52
Ending Balance	<u>\$ 4,867,598.97</u>
Grant Clearing Account	\$ 5,884,074.78
Total Bank Balance	\$ 10,444,227.79

**CONSENT AGENDA**

Minutes of the Town Council Regular Meeting held October 10, 2023. Councilmember Hartle moved to approve. Councilmember Ley seconded. Approved 4-0 (Vice Mayor Peacock was absent)

**DISCUSSION AND ACTION ITEM**

**Review of 2023 Budget**

Town Manager presented the budget highlights.

There was discussion on the budget amendment.

**Review of Town’s Capital Projects**

Sports court the asphalt has been laid, water line moved. Next Sammy is going to saw and cut around courts and add sidewalks, then the electrical and lighting.

We have a full set of plans for the library.

Public bids for numerous aspects of the project and hopefully the dirt work will happen next month.

Stormwater plans for Lakeside is about 80% complete.

Woodard & Curran will be here and will bring the street plans for the storm water.

Wastewater sewer plan will be discussed at the meeting on the 28<sup>th</sup>.

Trail projects are still being worked on to submit to the state.  
The water tank and well will be updated on November 28<sup>th</sup> meeting.

Sport Courts by March.

Fifth Street will be cut off and parking improvements.

Library hope this time next year we will be moving in.

Lakeside hope for January bid, spring project.

Sewer is going to be phased to spend money that needs to be spent by the end of 2024. Hook ups end of 2025 for sewers.

Water system – upper aquifer well, storage tank on Stecher property. Will probably be a 2025 project.

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

**Resolution 2023-92** A Resolution of the Town Council of the Town of Montverde, Florida amending the 2022-2023 Fiscal Year Budget pursuant to Section 5.05 of the Town Charter to transfer funds from General Fund Revenues to various General Fund Department for increased expenditures in the following departments: Permitting and Fire Department; providing for an effective date.

Town Attorney Geraci-Carver read Resolution No. 2023-92 by title only.

Town Manager Larino explained the reason for the budget amendment.

There was brief discussion.

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

Councilmember Ley moved to approve Resolution No. 2023-92. Councilmember Hartle seconded. Resolution No. 2023-92 was approved 4 – 0. (Vice Mayor Peacock was absent)

**Resolution 2023-93** A Resolution of the Town Council of the Town of Montverde, Lake County, Florida; providing notice to the public of a pending Ordinance and directing staff to develop and process for adoption an ordinance to provide for certification of compliance of affordable housing projects and other potential land development regulations addressing affordable house, mixed-use and multi-family projects to address the impacts of Chapter 2023-17, Laws of Florida, known as the Live Local Act.

Town Attorney Geraci-Carver read Resolution No. 2023-93 by title only and explained the reasoning for this Resolution.

Mayor Wynkoop explained the need to fine tune our ordinance.

Mayor Wynkoop opened the public hearing.

Matthew Baumann, is there a time limit the legislature has given the town to adopt.

Town Attorney Geraci-Carver, no.

There was extensive discussion.

Bob Tomlinson 16634 Magnolia Terrace, asked about the commercial zoning.

Mayor Wynkoop closed the public hearing.

Councilmember Hartle moved to approve Resolution 2023-93. Councilmember Womack seconded. Resolution 2023-93 approved 4-0 (Vice Mayor Peacock was absent).

**Resolution 2023-94** A Resolution of the Town Council of the Town of Montverde, Florida, approving the vacant land contract between Stephanie Feill for the Estate of Ruby G Nix and the Town of Montverde to acquire the real property located at 17135 Franklin Avenue, Montverde, Lake County, Florida; authorizing the Town Manager to execute the contract and closing documents; providing for an effective date.

Town Attorney Geraci-Carver read Resolution No. 2023-94 by title only.

Mayor explained this is the burned house on Franklin.

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

Councilmember Ley asked the necessity to purchase this land.

Town Manager Larino explained this is a piece of property that will be connected to our parks with the sports courts and we will never be able to get land at this price.

Councilmember Hartle moved to approve Resolution 2023-94. Councilmember Ley seconded. Resolution 2023-94 approved 4-0 (Vice Mayor Peacock was absent).

**Resolution 2023-95** A Resolution of the Town Council of the Town of Montverde, Florida amending the 2023-2024 Fiscal Year Budget pursuant to Section 5.05 of the Town Charter to transfer funds from General Fund Revenues to General Fund Department for increased capital expenditures in the Parks Department; providing for an effective date.

Town Attorney Geraci-Carver read Resolution No. 2023-95 by title only.

Town Manager Larino explained the budget amendment is necessary to purchase the land that you just approved.

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

There was brief discussion.

Councilmember Ley moved to approve Resolution 2023-95. Councilmember Hartle seconded. Resolution 2023-95 approved 4-0 (Vice Mayor Peacock was absent).

Bob Tomlinson, 16634 Magnolia Terrace is concerned with the condition of the town welcome signs.

**REMINDERS AND ADJOURNMENT**

Councilmember Hartle moved to adjourn. Mayor Wynkoop seconded.  
Meeting adjourned at 8:34 p.m.

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

ATTEST:

\_\_\_\_\_  
Sandra Johnson, Town Clerk

## **DISCUSSION AND ACTION ITEMS**

**VIDEO RECORDING BY SOUTHLAKE TV**



**Client:** Town of Montverde

**Scope of Support:**

Professional Installation of Video and Audio Recording Equipment, LIVE Broadcast of All Town of Montverde Meetings from City Hall on South Lake TV, All Town of Montverde Meetings Available On Demand, Copy of All Files Available for City Hall Records.

**Fee:** Initial One Time Setup Fee : \$20,000 (Equipment/Installed) + Monthly Broadcast and Maintenance Fee: \$250 (\$3,000 Annual)

**Equipment:** 2 Mounted Remote Control HD Cameras, Production Computer with Graphics and Software, Monitor, Cables and Controls.

**Terms:** 36 Months

**Ownership:** All Content created will be property of the Town of Montverde.

**Payment Info:** Please make checks payable to **Miles Beyond Entertainment** - license holder and production company of SouthLake.TV.

If the above terms are agreed upon by all parties, please sign and print your name below.

Date: \_\_\_\_\_

\_\_\_\_\_  
J Brian Miles - Miles Beyond Entertainment, LLC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Paul Larino - Montverde Town Manager

\_\_\_\_\_  
Print Name

1 Virtual Software	\$4,000
1 Dell Computer	\$2,098
1 Dell Support 5 Years	\$0
1 WD 2 TB Drive	\$408
1 Dell Touchscreen Monitor	\$524
1 SDI/HDMI Output Card	\$180
1 Embedded Audio Card	\$694
4 Mini-DIN to BNC Cables	\$105
1 USB 64GB System Image Backup	\$9
1 USB 2 Channel Analog Audio Input	\$264
1 Adobe Graphics Card	\$255
1 Custom Virtual Control Keyboard	\$165
1 Virtual Remote Control Joystick	\$763
<b>System Subtotal</b>	<b>\$8,995</b>
2 HD 30x Zoom HDMI/SDI/NDI Cameras	\$3,990
1 Cat 6 Camera Cables	\$369
2 Camera Wall Mounts - Black	\$51
1 16 Port POE Managed Network Switch	\$287
1 HD Video Encoder w/ Status Screen	\$721
1 Bi-Directional SDI/HDMI Converter	\$1,188
<b>Accessories Subtotal</b>	<b>\$6,606</b>
<b>Subtotal</b>	<b>\$15,601</b>
Installation and Training	\$2,400
Estimated Tech Travel Costs	\$1,804
<b>Quote Total</b>	<b>19,805</b>



**DISCUSSION ON STAGE IN KIRK PARK**

**PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS**

**ORDINANCE 2023-31**

**ORDINANCE NO. 2023-31**

**AN ORDINANCE OF THE TOWN OF MONTVERDE, FLORIDA, AMENDING SEC. 10-82 IN CHAPTER 10 OF THE TOWN OF MONTVERDE LAND DEVELOPMENT CODE TO IMPOSE A MAXIMUM SIZE OF EIGHT HUNDRED SQUARE FEET FOR ACCESSORY BUILDINGS, IMPOSE A MAXIMUM HEIGHT FOR ACCESSORY BUILDINGS AND CLARIFY DESIGN REQUIREMENTS FOR CERTAIN ACCESSORY BUILDINGS WITHIN THE TOWN OF MONTVERDE; PROVIDING FOR CODIFICATION AND SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town finds that accessory buildings of a certain square footage should be aesthetically consistent with the architectural style of the principal structure by using similar materials and colors as the primary structure and therefore clarification of the code is needed; and

**WHEREAS**, the Town of Montverde also finds that accessory buildings exceeding the height of the primary structure is not aesthetically appealing and should not exceed 14-ft. or the height of the primary structure, whichever is less; and

**WHEREAS**, the Town Council is authorized pursuant to Ch. 166, and 163, Florida Statutes, to adopt this ordinance, and recognize municipal authority to enact regulations to protect health, safety, and welfare; and

**WHEREAS**, the Planning and Zoning Board of the Town of Montverde considered this ordinance at a public meeting and has made a recommendation to Town Council; and

**WHEREAS**, the Town Council of the Town of Montverde held a public hearing which was advertised in accordance with law and held such public hearing no less than 10 days after the day advertisement was published.

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

**SECTION 1. Legislative Findings and Intent.** The findings set forth in the recitals above are hereby adopted as legislative findings pertaining to this Ordinance.

**SECTION 2.** That Section 10-82 of Article III in Chapter 10, Part III (Land Development Code) of the Montverde Code of Ordinances shall be amended to read as follows:

**Sec. 10-82. Location, design and maximum floor area of accessory buildings and uses in residential districts.**

- (a) The first floor area of an accessory building structure within a residential district shall be no greater than 800 square feet or 50% of the square footage of the primary structure

whichever is lesser and shall not exceed a height of 14-ft. or the height of the primary structure whichever is lesser. the first floor area of the primary structure.

- (b) When an accessory building is attached to a main structure by a breezeway or any other structure requiring a Town of Montverde building permit it shall comply with the setback requirements of the main building.
- (c) All accessory buildings must be issued a permit by the town prior to installation or construction.
- (d) Accessory buildings ~~90~~ 120 square feet or less shall be set back and located a minimum of seven and one-half feet from ~~any~~ the side and rear property lines. Accessory buildings greater than ~~90~~ 120 square feet shall conform to the applicable zoning setbacks.
- (e) Accessory buildings greater than ~~150~~ 120 feet<sup>2</sup> must be constructed or installed to be similar to the architectural style, colors and materials of the ~~principle~~ principal structure. Properties located in agriculture zoning district are exempt from this requirement.
- (f) Each residential lot (determined by ALT key or parcel identification number) may have no more than two accessory buildings.
- (g) Temporary storage structures shall be limited to 60 consecutive days and no more than 120 days in any calendar year and shall be located a minimum of ten feet from all property lines.
- (h) Accessory buildings may not be placed in the front yard. Accessory buildings shall be placed in side or rear yards only, except if a corner lot, then accessory buildings shall only be placed in the rear yard.

**SECTION 3. Codification.** It is the intent of the Town Council of the Town of Montverde that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in renumbering and codifying the provision of this Ordinance.

**SECTION 4. Severability.** If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**SECTION 5. Conflicts.** In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this Town, the provision of this Ordinance shall govern.

**SECTION 6. Effective Date.** This Ordinance shall become effective immediately upon adoption.

**PASSED AND DULY ADOPTED** by the Town of Montverde, Lake County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

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

Approved as to form and legality:

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

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

Second Reading \_\_\_\_\_

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

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



# STAFF REPORT

TO: Town Council  
FROM: Sean M Parks, AICP, QEP Town Planner  
DATE: December 12, 2023  
SUBJECT: Ordinance 2023-31 - Code Revision for Accessory Buildings  
APPLICANT: Town of Montverde

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## REQUESTED ACTION / RECOMMENDATION:

Staff recommends **APPROVAL** of the revised code for Accessory Buildings, Section 10-82.

The proposed code protects property rights and is not an economic burden to potentially affected parties. The proposed ordinance protects the Town's quality of life and small-town charm.

There were two (2) recommended changes by the Planning & Zoning committee on July 12, 2023, which are incorporated in the following revised Ordinance.

## ORDINANCE NO. 2023-31

**AN ORDINANCE OF THE TOWN OF MONTVERDE, FLORIDA, AMENDING SEC. 10-82 IN CHAPTER 10 OF THE TOWN OF MONTVERDE LAND DEVELOPMENT CODE TO IMPOSE A MAXIMUM SIZE OF EIGHT HUNDRED SQUARE FEET FOR ACCESSORY BUILDINGS, IMPOSE A MAXIMUM HEIGHT FOR ACCESSORY BUILDINGS AND CLARIFY DESIGN REQUIREMENTS FOR CERTAIN ACCESSORY BUILDINGS WITHIN THE TOWN OF MONTVERDE; PROVIDING FOR CODIFICATION AND SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town finds that accessory buildings of a certain square footage should be aesthetically consistent with the architectural style of the principal structure by using similar materials and colors as the primary structure and therefore clarification of the code is needed; and



# STAFF REPORT

**WHEREAS**, the Town of Montverde also finds that accessory buildings exceeding the height of the primary structure is not aesthetically appealing and should not exceed 14-ft. or the height of the primary structure, whichever is less; and

**WHEREAS**, the Town Council is authorized pursuant to Ch. 166, and 163, Florida Statutes, to adopt this ordinance, and recognize municipal authority to enact regulations to protect health, safety, and welfare; and

**WHEREAS**, the Planning and Zoning Board of the Town of Montverde considered this ordinance at a public meeting and has made a recommendation to Town Council; and

**WHEREAS**, the Town Council of the Town of Montverde held a public hearing which was advertised in accordance with law and held such public hearing no less than 10 days after the day advertisement was published.

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

**SECTION 1. Legislative Findings and Intent.** The findings set forth in the recitals above are hereby adopted as legislative findings pertaining to this Ordinance.

**SECTION 2.** That Section 10-82 of Article III in Chapter 10, Part III (Land Development Code) of the Montverde Code of Ordinances shall be amended to read as follows:

**Sec. 10-82. Location, design and maximum floor area of accessory buildings and uses in residential districts.**

- (a) The first floor area of an accessory ~~building structure~~ within a residential district shall be no greater than 800 square feet or 50% of the square footage of the primary structure whichever is lesser and shall not exceed a height of 14-ft. or the height of the primary structure whichever is lesser. the first floor area of the primary structure.
- (b) When an accessory building is attached to a main structure by a breezeway or any other structure requiring a Town of Montverde building permit it shall comply with the setback requirements of the main building.
- (c) All accessory buildings must be issued a permit by the town prior to installation or construction.





# STAFF REPORT

- (d) Accessory buildings ~~90~~ 120 square feet or less shall be set back and located a minimum of seven and one-half feet from ~~any~~ the side and rear property lines. Accessory buildings greater than ~~90~~ 120 square feet shall conform to the applicable zoning setbacks.
- (e) Accessory buildings greater than ~~150~~ 120 feet<sup>2</sup> must be constructed or installed to be similar to the architectural style, colors and materials of the ~~principle~~ principal structure. Properties located in agriculture zoning district are exempt from this requirement.
- (f) Each residential lot (determined by ALT key or parcel identification number) may have no more than two accessory buildings.
- (g) Temporary storage structures shall be limited to 60 consecutive days and no more than 120 days in any calendar year and shall be located a minimum of ten feet from all property lines.
- (h) Accessory buildings may not be placed in the front yard. Accessory buildings shall be placed in side or rear yards only, except if a corner lot, then accessory buildings shall only be placed in the rear yard.

**SECTION 3. Codification.** It is the intent of the Town Council of the Town of Montverde that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in renumbering and codifying the provision of this Ordinance.

**SECTION 4. Severability.** If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

**SECTION 5. Conflicts.** In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this Town, the provision of this Ordinance shall govern.

**SECTION 6. Effective Date.** This Ordinance shall become effective immediately upon adoption.



# STAFF REPORT

**PASSED AND DULY ADOPTED** by the Town of Montverde, Lake County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

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

Approved as to form and legality:

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

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

Second Reading \_\_\_\_\_

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

	YEA	NAY
Bill Bates, Councilmember		
Allan Hartle, Vice Mayor		
Jim Ley, Councilmember		
Jim Peacock, Councilmember		
Joe Wynkoop, Mayor		

**RESOLUTION NO. 2023-84**

**RESOLUTION 2023-84**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A VARIANCE FROM SECTION 10-91 IN CHAPTER 10 OF THE MONTVERDE LAND DEVELOPMENT CODE FROM THE MINIMUM FIFTY-FOOT SETBACK FROM THE DELINEATION OF THE SEASONAL HIGH-WATER ELEVATION OR JURISDICTIONAL WETLAND LINE, WHICHEVER IS HIGHER, TO ALLOW THE EXISTING CONCRETE BOAT RAMP TO REMAIN ON THE REAL PROPERTY LOCATED AT 16233 FOUR LAKES LANE, MONTVERDE, FLORIDA, OWNED BY MARK AND RACHEL DUNCAN; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Mark Duncan, the owner/applicant, has petitioned for a variance from certain provisions of the Montverde Land Development Code, for property assigned Alt. Key No. 2577525 and located at 16233 Four Lakes Lane in the Town of Montverde, Florida; and

**WHEREAS**, applicant requests a variance from the Town of Montverde's 50-ft setback from the delineation of the seasonal high-water elevation or jurisdictional wetland line (whichever is higher) for the boat ramp; and

**WHEREAS**, applicant asserts he is trying to keep the existing boat ramp intact and minimize the damage, and states that there are other neighbors that enjoy using their boat ramps, and further states that he has a better solution to address environmental issues; and

**WHEREAS**, the variance being granted is the minimum available that will allow reasonable use of the land;

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

**WHEREAS**, a public hearing on this Resolution was held by the Town Council after public notice advertising this resolution two times with the last advertisement occurring no less than 10 days prior to Town Council holding the public hearing; and

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

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

**Section 1.** The petition for variance filed by Mark Duncan, and located **16233 FOUR LAKES Lane, Montverde, FL**, more particularly described as:

Lot 46 of FOUR LAKES SUBDIVISION, according to the Plat thereof as recorded in Plat Book 25, Page 86, of the Public Records of Lake County, Florida; Parcel ID No. 02-22-26-0150-000-04600; Alt. Key 2577525

is **GRANTED** with the following conditions:

1. The property owner shall maintain the upland buffer (25-ft from wetland delineation line) in a natural state in perpetuity. Natural state shall be interpreted to exclude any turf grasses and vegetation that are not native to Florida. Landscape plans shall be submitted to the Town as part of the zoning clearance process.
2. Except for a permitted dock and existing concrete boat ramp, the property owners 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).
3. Issuance of a Variance Permit shall not constitute zoning clearance or building permit approval from the Town of Montverde.
4. Such Variance shall expire one year from the effective date of this Resolution if owner does not properly install the trench drain and required swale landscaping to the satisfaction of the Town Manager, Town Planner and Town Engineer within 60 days of approval of this Resolution, unless otherwise extended by the Town Council.

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

Passed and adopted by the TOWN COUNCIL of the TOWN OF MONTVERDE, Florida this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

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

Approved as to form and legality:

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

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

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





# STAFF REPORT

TO: Town Council  
DATE: December 12, 2023  
APPLICANT: Mark Duncan  
RE: Resolution No. 2023-84  
Request for Variance – Boat Ramp  
at 16233 Four Lakes Lane (Alt Key 2577525)

---

**REQUESTED ACTION / RECOMMENDATION: Approval with Conditions OR Denial of Resolution 2023-84.**

Town Staff does not make a recommendation on this Variance Request (Resolution No. 2023-84) since it was previously denied.

**If this Variance is approved, Staff recommends that the Applicant agree to all the conditions outlined in the Resolution, Section 1 (See Page 5).**

**DESCRIPTION OF PROPERTY:**

The property (ALT Key No. 2577525) is located at 16233 Four Lakes Lane and is zoned Single Family-Medium Density (R1-M) – Figure 1 (See Page 7).

**BACKGROUND INFORMATION:**

The applicant's previous Application for a Variance (2022) was denied. The applicant has since completed most of the work which was required to bring the property back into code compliance with the Montverde LDC. The work completed does not include the boat ramp.

The Property has sufficient room to meet all setback criteria. There are no unusual site constraints such as topography or lot geometry. Thus, there is no undue hardship that would have been placed on the Property owner in attempting to meet the Town's Zoning Codes including setbacks.



# STAFF REPORT

## Applicable Montverde LDC

### **Sec. 4-52. – Lot grading plan requirements.**

All lots in the basin of Lake Florence or Lake Apopka will be required to have an environmental drainage swale adjacent to the lake that will remain dry during the wet season. This shall be shown on the residential lot site plan. See town grading detail sheet G-3. Town can require this and other areas that might be of concern.

### **Sec. 10-90. – Wetland and Surface Water Setbacks.**

All structures including 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.

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

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

**Variance Request does not meet this criterion.**

- 2) That the special conditions and circumstances do not result from the actions of the applicant;

**Variance Request does not meet this criterion.**

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





# STAFF REPORT

**Variance Request does not meet this criterion.**

- 4) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

**Variance Request does not meet this criterion.**

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

**Variance Request does not meet this criterion.**

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

**Variance Request does not meet this criterion.**



# STAFF REPORT

## RESOLUTION 2023-84

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A VARIANCE FROM SECTION 10-91 IN CHAPTER 10 OF THE Montverde Land Development Code FROM THE MINIMUM FIFTY-FOOT SETBACK FROM THE DELINEATION OF THE SEASONAL HIGH-WATER ELEVATION OR JURISDICTIONAL WETLAND LINE, WHICHEVER IS HIGHER, TO ALLOW THE EXISTING CONCRETE BOAT RAMP TO REMAIN ON THE REAL PROPERTY LOCATED AT 16233 FOUR LAKES LANE, MONTVERDE, FLORIDA, OWNED BY MARK RACHEL DUNCAN; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Mark Duncan, the owner/applicant, has petitioned for a variance from certain provisions of the Montverde Land Development Code, for property assigned Alt. Key No. 2577525 and located at 16233 Four Lakes Lane in the Town of Montverde, Florida; and

**WHEREAS**, applicant requests a variance from the Town of Montverde's 50-ft setback from the delineation of the seasonal high-water elevation or jurisdictional wetland line (whichever is higher) for the boat ramp; and

**WHEREAS**, applicant asserts he is trying to keep the existing boat ramp intact and minimize the damage, and states that there are other neighbors that enjoy using their boat ramps, and further states that he has a better solution to address environmental issues; and

**WHEREAS**, the variance being granted is the minimum available that will allow reasonable use of the land;

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

**WHEREAS**, a public hearing on this Resolution was held by the Town Council after public notice advertising this resolution two times with the last advertisement occurring no less than 10 days prior to Town Council holding the public hearing; and





# STAFF REPORT

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

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

**Section 1.** The petition for variance filed by Mark Duncan, and located **16233 FOUR LAKES Lane, Montverde, FL**, more particularly described as:

Lot 46 of FOUR LAKES SUBDIVISION, according to the Plat thereof as recorded in Plat Book 25, Page 86, of the Public Records of Lake County, Florida; Parcel ID No. 02-22-26-0150-000-04600; Alt. Key 2577525

is **GRANTED** with the following conditions:

1. The property owner shall maintain the upland buffer (25-ft from wetland delineation line) in a natural state in perpetuity. Natural state shall be interpreted to exclude any turf grasses and vegetation that are not native to Florida. Landscape plans shall be submitted to the Town as part of the zoning clearance process.
2. Except for a permitted dock and existing concrete boat ramp, the property owners 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).
3. Issuance of a Variance Permit shall not constitute zoning clearance or building permit approval from the Town of Montverde.
4. Such Variance shall expire one year from the effective date of this Resolution if owner does not properly install the trench drain and required swale landscaping to the satisfaction of the Town Manager, Town Planner and Town Engineer within 60 days of approval of this Resolution, unless otherwise extended by the Town Council.

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



# STAFF REPORT

Passed and adopted by the TOWN COUNCIL of the TOWN OF MONTVERDE, Florida this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

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

Approved as to form and legality:

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

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

	YEA	NAY
Vice-Mayor Allan Hartle		
Councilmember Jim Ley		
Councilmember Jim Peacock		
Councilmember Carol Womak		
Joe Wynkoop		





# STAFF REPORT

FIGURE 1



DATE	DESCRIPTION

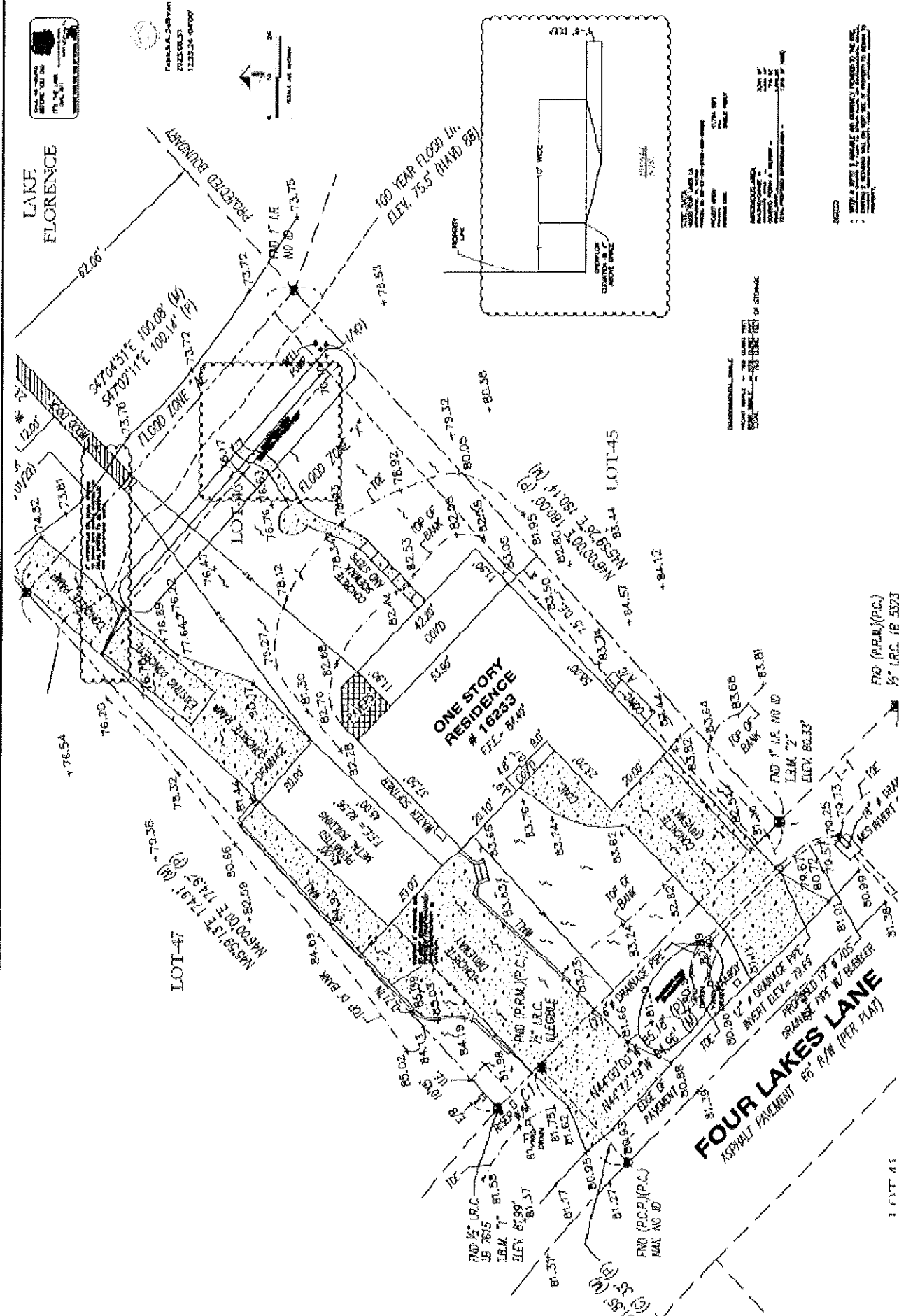
ALL INFORMATION ON THIS PLAN IS BASED ON THE RECORD DRAWING AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS FOUND NO DISCREPANCIES. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE PROPERTY AND HAS FOUND NO DISCREPANCIES.

**MANORIT**  
 CIVIL ENGINEERING  
 1000 W. 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 www.manorit.com

**SITE PLAN**  
 FOR A RESIDENTIAL DEVELOPMENT  
 PROJECT NO. 123456789

MR & MRS DUNCAN  
 16233 FOUR LAKES LN  
 MONTVERDE FL 34756

SHEET NO. 1  
 OF 1



LAKES FLORENCE  
 52.06'

100 YEAR FLOOD LN  
 ELEV. 75.5 (NAVD 88)

PREDICTED BOUNDARY

24704 SITE 100.08 (M)  
 24707 SITE 100.14 (M)

FLOOD ZONE

LOT 45

ONE STORY RESIDENCE # 16239  
 121.84'

LOT 47

LOT 48

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1 (VT) 41



# VIEW PERMIT

Home / Services / Development Services / View Permit

**Permit #:** Z23-000004

**Project #:** 23-000317

**Status:** Pending Consultant Reviews

**Balance Due:** \$165.00

**Address:** 16233 FOUR LAKES LANE MONTVERDE

**Description:** ADD SWALE AND DRAINAGE TO YARD AND BOAT RAMP

Permit      Reviews      Documents      Inspections

**Permit #:**

**Z23-000004**

Permit Type:

Planning Application

Sub Type:

Variance Application

Issue Date:

Expiration Date:

**Lake County ALT Key # (List All)**

Lake County ALT Key #	Tax Identification #
2577525	02-22-26-0150-000-04600

Applicant is:

Owner

Property Information

Legal Description of Property:

Property is Located in the Vicinity of the Following Streets:

Variance

The variance requested is as follows:

ADD SWALE AND DRAINAGE PER PLAN

The variance is necessary for the following reasons:

TO LAUNCH AND LOAD VESSELS FROM THE PROPERTY AVOID  
COSTLY REMOVAL OF EXISTING CONCRETE

Is your situation due to unique circumstances not created by you or your  
predecessor in title?:

No

Do special conditions and circumstances exist which are peculiar to your  
land or structure and which are not applicable to other lands or structures in  
the same district?:

No

Would literal interpretation of the provisions of the Code deprive you of  
rights commonly enjoyed by other property owners in the same district?:

No

A variance, as requested, will not permit, establish or enlarge any use or  
structure which is not permitted in the district. Does your request meet this  
criteria?:

Yes

Has any land use application been filed within the last year in connection  
with this property?:

No

Documents (click blue text to download)

Applicant Affidavit ( ../Documents/401/ApplicantAffidavit.pdf):

Plans

PLANS.jpeg

Survey:

SURVEY.jpeg

Signature:

signature.png



**RESOLUTION NO. 2023-85**

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

**RESOLUTION 2023-85**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A CONDITIONAL USE PERMIT IN AN COMMERCIAL C-1 ZONING DISTRICT IN THE TOWN OF MONTVERDE TO PERMIT A MANUFACTURING BUSINESS WITH PRODUCT STORAGE THAT EMPLOYS TEN OR FEWER PERSONS ON THE HEREIN DESCRIBED PROPERTY LOCATED AT 17521 COUNTY ROAD 455, MONTVERDE, FLORIDA, OWNED BY DERMASTART LABS, LLC; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Cherie Dobbs, manager of Dermastart Labs, LLC and CEO of Dermastart Inc., has petitioned for a Conditional Use Permit to allow for manufacturing and storage of Dermastart Brands skin care products within a Commercial C-1 zoning district located at 17521 County Road 455 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 manufacturing and storage of Dermastart Brands skin care products 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 Cherie Dobbs, manager of Dermastart Labs, LLC and CEO of Dermastart Inc., for the property located at 17521 County Road 455 in the Town of Montverde, Lake County, Florida, more particularly described as follows is **GRANTED** subject to conditions set forth below:

**Parcel No: 01-22-26-1000-004-00100**

**That part of the Northwest ¼ of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 02, Township 22 South, Range 26 East, Lake County, Florida, further described as: The East 92 feet of Lot 1 in Block 4 of Division E in Montverde, an unrecorded subdivision located in Lake County, Florida.**

7. **Conditions.**

- (a) Conditional Use is granted for manufacturing and storage of Dermastart Brands skin care products and for no other purpose.
- (b) The Property must comply with the setbacks for Commercial C-1 zoning district.
- (c) No onsite retail sales or personal services are permitted due to limited parking. Variance from number of required parking spaces (19) must be applied for and obtained since only 9 parking spaces are provided. If a variance is not approved, then this CUP shall be void.
- (d) The owner must comply with all other Town land development regulations.
- (e) The owner must submit traffic circulation plan and loading plan satisfactory to town manager, town planner and town engineer.
- (f) A new survey must be submitted. A site plan may be required if survey demonstrates the site is not currently in compliance with ADA standards.
- (g) 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 manufacturing and storage of Dermastart Brands skin care products; or (3) 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 November, 2023.

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

Attest:

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

Approved as to form and legality:

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

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

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

**ACCEPTED BY:**

**Dermastart Labs LLC**

By: \_\_\_\_\_  
Cherie Dobbs, Its Manager

Date: \_\_\_\_\_



# STAFF REPORT

**TO:** Town Council  
**FROM:** Sean M Parks, AICP, QEP Town Planner  
**DATE:** December 12, 2023  
**SUBJECT:** Resolution 2023-85 – Dermastart Labs Conditional Use Permit (CUP)  
**APPLICANT:** Dermastart Labs

---

## **SUBJECT PROPERTY DESCRIPTION:**

The .26-acre parcel is located at 17521 CR 455 and is within Town limits (Alt Key [1531187](#)). The property is zoned Commercial (C1). See Figure 1 (Page 7).

## **REQUESTED ACTION / RECOMMENDATION:**

Staff recommends **APPROVAL WITH CONDITIONS** of this CUP Request.

**If this CUP is approved, Staff recommends that the Applicant agree to all the conditions outlined in the Resolution Section 7 (See Page 4).**

## **BASIS OF REVIEW:**

Sec. 10-11 - Procedures for conditional use permits.

- (a) If any zoning district requires a conditional use permit, no person shall erect, construct or alter any building or structure for such conditional use until a conditional use permit is reviewed by the planning and zoning board and approved by the town council.
- (b) The planning and zoning board shall hear and decide requests for conditional uses allowed in this chapter. In doing so, the commission may decide such questions as are involved in determining when conditional uses should be granted and either grant conditional uses with appropriate conditions and safeguards or deny conditional uses. After review of an application and a public hearing thereon, the commission may allow conditional uses only upon a determination that use requested:
  - (1) Is not detrimental to the character of the area or inconsistent with trends of development in the area;





# STAFF REPORT

- (2) Does not have an unduly adverse effect on existing traffic patterns, movements and intensity;
  - (3) Is consistent with the comprehensive plan; and
  - (4) Will not adversely affect the public interest.
- (c) 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.
- (d) Every person requesting a conditional use permit shall file an application for a permit with the town clerk. The application shall be accompanied by an application fee payable to the town. The amount of the application fee shall be established by separate resolution.
- (e) Applications for conditional use permits shall include the following information:
- (1) The name, address, and telephone number of the applicant and the owner of the property.
  - (2) A schematic drawing showing the topography of the property and the dimensions and location of all existing and proposed buildings and improvements, including, but not limited to, signs, driveways, off-street parking areas, loading and unloading areas, roads and streets and utility easements.
  - (3) A detailed description of the nature and extent of the proposed conditional use.
  - (4) Plans or reports describing traffic conditions that will be created by the conditional use.
  - (5) Complete legal description of the property, including a survey prepared by a state-registered land surveyor.
  - (6) Any other information or data required by the planning and zoning board or the town council.
  - (7) The town council, in its sole discretion, may waive any or all of the requirements in subsections (e)(2) through (e)(5) of this section.
- (f) The planning and zoning board shall hold a public hearing on every application for a conditional use permit. The town clerk shall send all property owners within 300 feet of the property corners of the affected property a written notice stating the name of the petitioner, the nature of the proposed conditional use, and the date and time of the hearing. The planning and zoning board may recommend approval subject to stated conditions. The planning and zoning board shall submit its recommendations to the town council. Within 30 days thereafter, the town council shall hold a public hearing with due public notice to consider the



# STAFF REPORT

recommendations. The town council may grant the conditional use permit if it finds that the proposed use is desirable and not detrimental to the welfare. If issued, the permit shall be in writing and shall contain the conditions and limitations thereof. The permit shall be filed in the public records of the county. The town council may require the petitioner to pay the legal fees and costs incurred by the municipality in preparing and recording the permit. Any conditional use that does not meet these requirements shall be denied.

- (g) Every conditional use permit shall be signed by the applicant who shall agree to be bound by its terms.
- (h) The town council, with notice to the petitioner, may revoke a conditional use permit if the permittee fails to use or develop the property in full compliance with the terms and conditions of the permit.
- (i) If the town council rejects the conditional use permit, it may not reapply for a period of one year.
- (j) Conditional use permits shall run with the land as long as the conditions of the original conditional use permit are met.

## RESOLUTION 2023-85

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A CONDITIONAL USE PERMIT IN AN COMMERCIAL C-1 ZONING DISTRICT IN THE TOWN OF MONTVERDE TO PERMIT A MANUFACTURING BUSINESS WITH PRODUCT STORAGE THAT EMPLOYS TEN OR FEWER PERSONS ON THE HEREIN DESCRIBED PROPERTY LOCATED AT 17521 COUNTY ROAD 455, MONTVERDE, FLORIDA, OWNED BY DERMASTART LABS, LLC; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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# STAFF REPORT

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

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# STAFF REPORT

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  - (e) The owner must submit traffic circulation plan and loading plan satisfactory to town manager, town planner and town engineer.
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  - (g) 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 manufacturing and storage of Dermastart Brands skin care products; or (3) 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.



# STAFF REPORT

ADOPTED at a regular meeting of the Town Council of the Town of Montverde, Lake County, Florida, this \_\_\_\_ day of November, 2023.

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

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

**ACCEPTED BY:**

**Dermastart Labs LLC**

By: \_\_\_\_\_  
Cherie Dobbs, Its Manager

Date: \_\_\_\_\_

**Dermastart, Inc.**

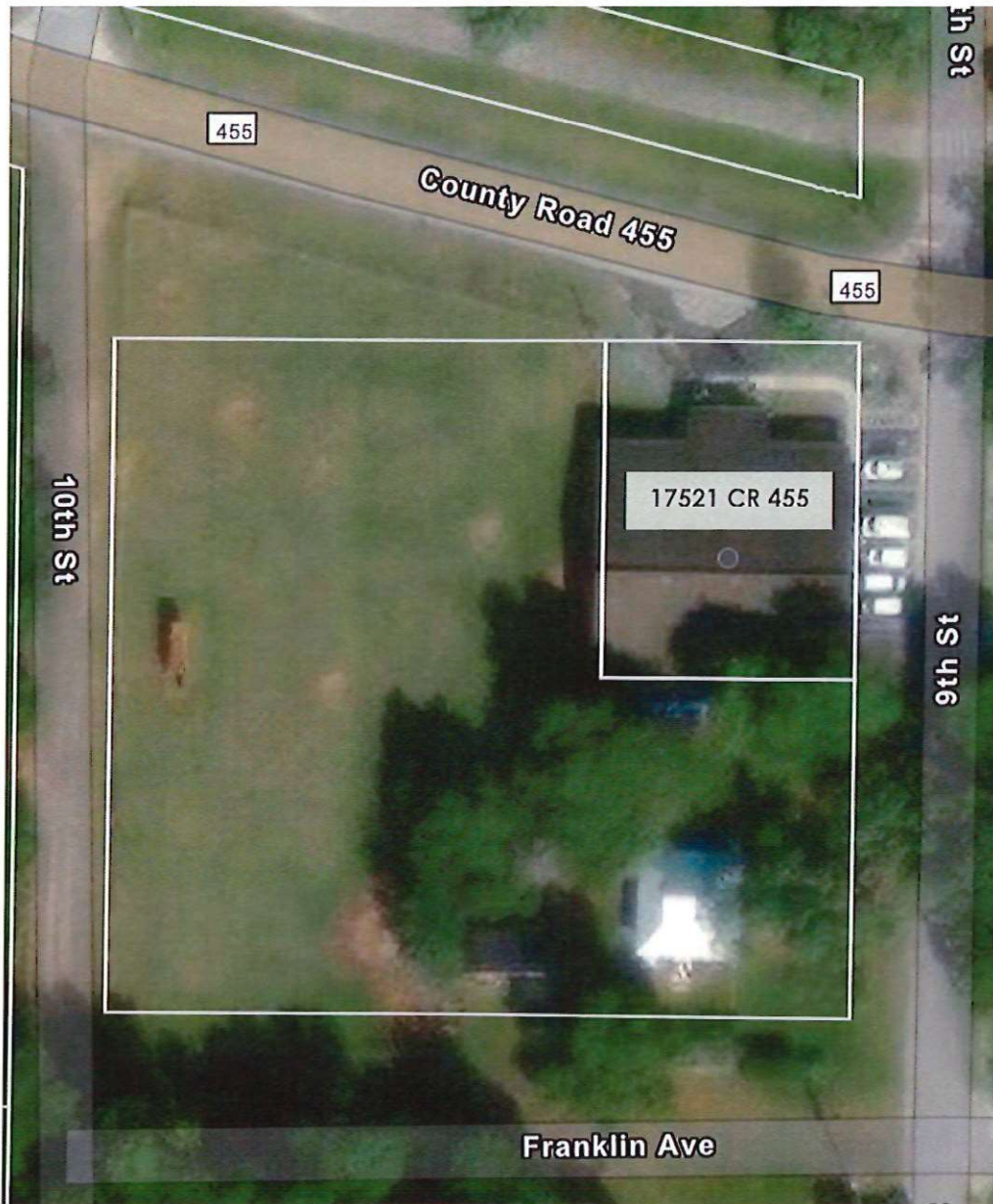
By: \_\_\_\_\_  
Cherie Dobbs, Its CEO

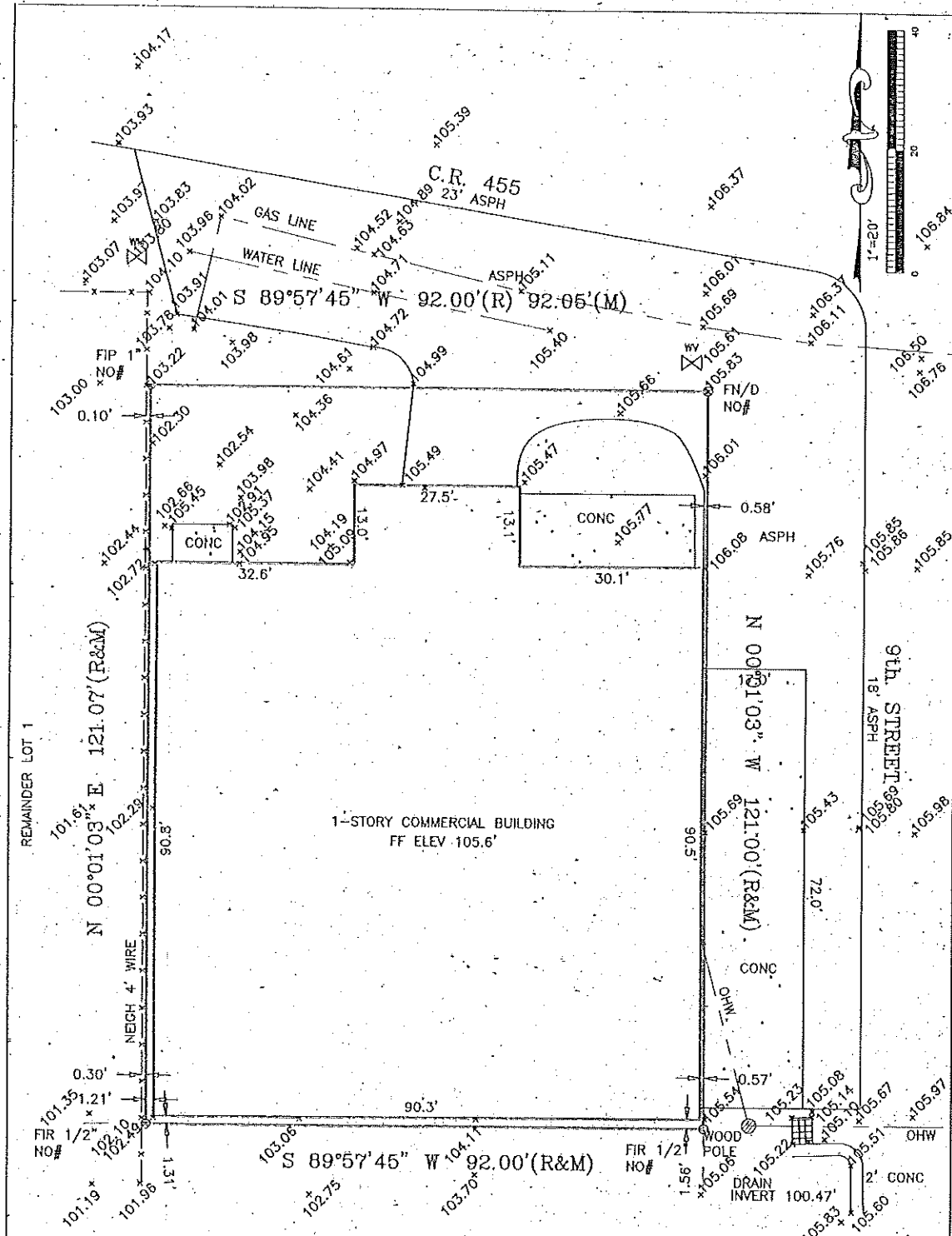
Date: \_\_\_\_\_



# STAFF REPORT

Figure 1





(R) RECORD	BE LITERARY EASEMENT	FIP FOUND FROM PIPE	NEIGH. NEIGHBORING PROPERTY	X - X - X WIRE FENCE	CONCRETE
(M) REASURD	BE GRASS/ICE & UTILITY EASEMENT	FIR FOUND FROM ROAD	OUR SUBJECT PROPERTY	X - X - X WIRE FENCE	CONCRETE
(A/C) AIR	R/W RIGHT-OF-WAY	F/W FOUND WALK/DRSK	OHV OVERHEAD WIRES	□ - □ - □ WOOD FENCE	CONCRETE
(CONVENTION)		FEM FOUND CONCRETE MEASUREMENT	SP SET FROM PIPE	○ - ○ - ○ PROPERTY CORNER	CONCRETE
			SR SET FROM ROAD		

NOTES:

- 1) NOT VOID UNLESS COPIES CONFORM TO ORIGINAL AND DATE CERTIFIED.
- 2) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 3) PROPERTIES SHOWN HEREIN WERE NOT RESTRICTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD.
- 4) BEARINGS WHERE SHOWN ARE PER RECORD UNLESS OTHERWISE NOTED.
- 5) UNDERGROUND UTILITIES, ENCUMBRANCES, AND/OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
- 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.
- 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED.
- 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE.
- 9) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD.
- 10) WALL MEASURES ARE TO/FROM FACE OF WALL.
- 11) DRAWING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.
- 12) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS.

ADDRESS:  
 17521 C.R. 455  
 MONTEVERDE, FLORIDA 34758

LEGAL DESCRIPTION:  
 THE EAST 92 FEET OF LOT 1, BLOCK 4, DMSION E,  
 ACCORDING TO THE MAP OF MONTEVERDE, FILED JULY 21,  
 1888, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

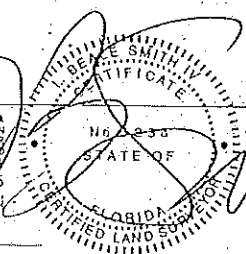
CERTIFIED TO:  
 SOURCELINK COMMUNICATIONS, INC.

CLOSING SERVICES BY: TITLE PROS OF FLORIDA, INC.

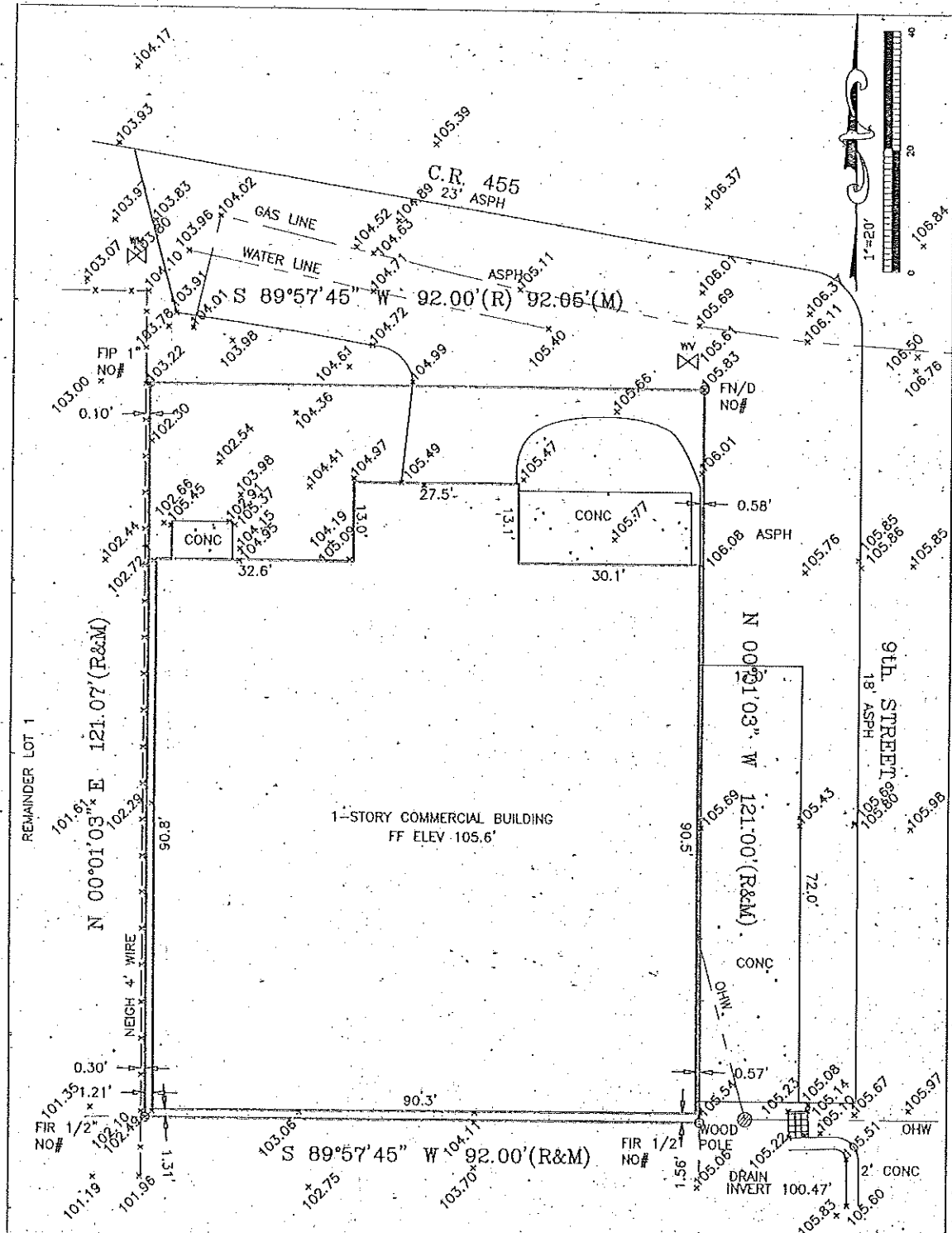
THIS IS A DIGITALLY SIGNED AND SEALED SKETCH OF A BOUNDARY SURVEY PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, & COPIES ARE AUTHORIZED ON OR ABOUT THE DATE OF SURVEY SHOWN HEREON AND CERTIFIED ONLY TO THOSE PERSONS AND/OR ENTITIES LISTED HEREON. THE BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 117, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

L. BEALE SMITH IV, P.S.  
 PROFESSIONAL SURVEYOR, FLORIDA REG. NO. 5238

PROFESSIONAL SURVEYOR  
**BEALE SMITH ASSOCIATES**  
 282 SHORT AVENUE, SUITE 124 LONGWOOD, FLORIDA 32750  
 PHONE: 407-331-5577 FAX: 407-331-9188



FLOOD INFORMATION:  
 FLOOD ZONE X  
 COMMUNITY NO. 120421  
 PANEL NO. 0555  
 SUFFIX D  
 DATE OF FIRM 7/3/02  
 DATE OF SURVEY 4/2/08  
 SURVEY NO. 29546



(N) RECORD (W) MEASURED (A/C) AIR CONDITIONER	VE UTILITY EASEMENT DUE GRASS/CE & UTILITY EASEMENT R/W RIGHT-OF-WAY	FIP FOUND IRON PIPE FND FOUND IRON ROD FND FOUND GALV/BRK FCM FOUND CONCRETE MONUMENT	NEIGH O/W O/W S/P S/P	NEIGHBORING PROPERTY SUBJECT PROPERTY OVERHEAD WIRES SET FROM FENCE SET FROM ROAD	X — X — X WIRE FENCE □ — □ — □ WOOD FENCE PROPERTY CORNER	CONCRETE
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1) NOT VALID UNLESS COPIES CONTAIN TO SIGNATURE AND DATE CERTIFICATION.  
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 3) PROPERTIES SHOWN HEREIN WERE NOT RECORDED ENCUMBRANCES OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PRESENT PLAT OF RECORD.

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11) DRAWING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE BE ENLARGED FOR CLARITY.  
 12) FLOOD ZONE INFORMATION HAS BEEN DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS.

**FLOOD INFORMATION:**  
 FLOOD ZONE COMMUNITY NO. X  
 PANEL NO. 120421  
 SUFFIX D 0555  
 DATE OF FRM 7/3/02  
 DATE OF SURVEY 4/2/08  
 SURVEY NO. 29548

ADDRESS:  
 17521 C.R. 455  
 MONTEVERDE, FLORIDA 34756

LEGAL DESCRIPTION:  
 THE EAST 92 FEET OF LOT 1, BLOCK 4, DMSION E,  
 ACCORDING TO THE MAP OF MONTEVERDE, FILED JULY 21,  
 1880, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CLOSING SERVICES BY:  
 TITLE PROS OF FLORIDA, INC.

THIS IS A DIGITALLY SIGNED AND SEALED SKETCH OF A BOUNDARY SURVEY PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED. 5 COPIES ARE AUTHORIZED ON OR ABOUT THE DATE OF SURVEY SHOWN HEREON AND CERTIFIED ONLY TO THOSE PERSONS AND/OR ENTITIES LISTED HEREON. THE BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 12C17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

L. BEALE SMITH M, PS  
 PROFESSIONAL SURVEYOR, FLORIDA REG. NO. 5238

CERTIFIED TO:  
 SOURCELINK COMMUNICATIONS, INC.

PROFESSIONAL SURVEYOR  
**BEALE SMITH ASSOCIATES**  
 282 SHORT AVENUE, SUITE 124 LONGWOOD, FLORIDA 32750  
 PHONE: 407-331-5577 FAX: 407-331-9188



### PERMIT PROJECT


FILE #: 23-000128

17521 COUNTY ROAD MONTVERDE FL 34756

DERMASTARTINC/ DERMASTART LABS LLC

No image found for this file. [click here to upload an image.](#)





#### FILE INFORMATION

Project Name  
DermastartInc/ Dermastart Labs LLC

Type  
Land Development ▼

Status  
Open ▼


Open Date  
04/18/2023

Close Date

Department  
Montverde ▼

Responsible User  
Paddy Daitnarayan ▼ ...

Priority ▼



#### PROPERTY INFORMATION

Property Address  
17521 ▼ County RD ▼ 🔍

Montverde FL 34756

Parcel #

Owner Name

Owner Address

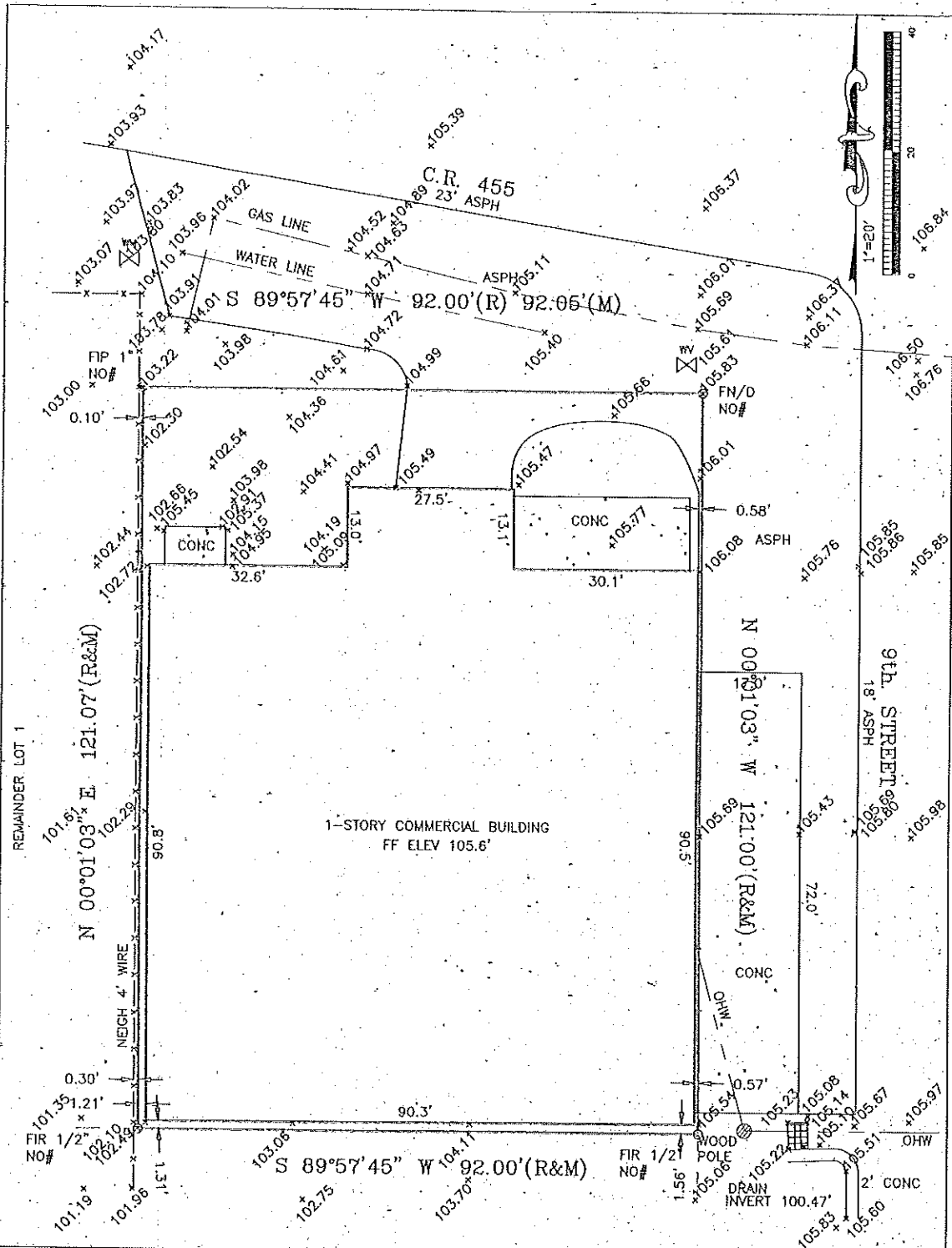
Owner Phone

Legal Description

Approximate Location







(R) RECORD MEASURED 1/2\"/>	LE UTILITY EASEMENT 1/2\"/>	FIP FOUND IRON PIPE FIP FOUND IRON ROD FIP FOUND GALV/BRK FIP FOUND CONCRETE UCHLAMENT	NEIGH. NEIGHBORING PROPERTY O.U.R. SUBJECT PROPERTY OVERHEAD WIRES S.P. SET IRON PIPE S.P. SET IRON ROD	X - X - X WIRE FENCE □ - □ - □ WOOD FENCE ○ - ○ - ○ PROPERTY CORNER	CONCRETE
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**NOTES:**  
 1) NOT VALID UNLESS COPIES CONFORM TO SEPARATE AND DATE CERTIFICATION.  
 2) LEGAL DESCRIPTION PROVIDED BY CLIENTS.  
 3) PROPERTIES SHOWN HEREON WERE NOT ASSUMED TO BE EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD.  
 4) BEARINGS WHERE SHOWN ARE PER RECORD UNLESS OTHERWISE NOTED.  
 5) UNDERGROUND UTILITIES, FOUNDATIONS, AND/OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED.  
 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.  
 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED.  
 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE.  
 9) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD.  
 10) WALL HEADERS ARE TO/FROM FACE OF WALL.  
 11) EXISTING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.  
 12) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD DEPOSITION RATE MAPS.

**FLOOD INFORMATION:**  
 FLOOD ZONE: X  
 COMMUNITY NO.: 120421  
 PANEL NO.: 0553  
 SUFFIX: D  
 DATE OF FIR: 7/3/02  
 DATE OF SURVEY: 4/2/08  
 SURVEY NO.: 29546

**ADDRESS:**  
 17521 C.R. 455  
 MONTEVERDE, FLORIDA 34756  
**LEGAL DESCRIPTION:**  
 THE EAST 92 FEET OF LOT 1, BLOCK 4, DMSION E, ACCORDING TO THE MAP OF MONTEVERDE, FILED JULY 21, 1888, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CERTIFIED TO:  
 SOURCELINK COMMUNICATIONS, INC.

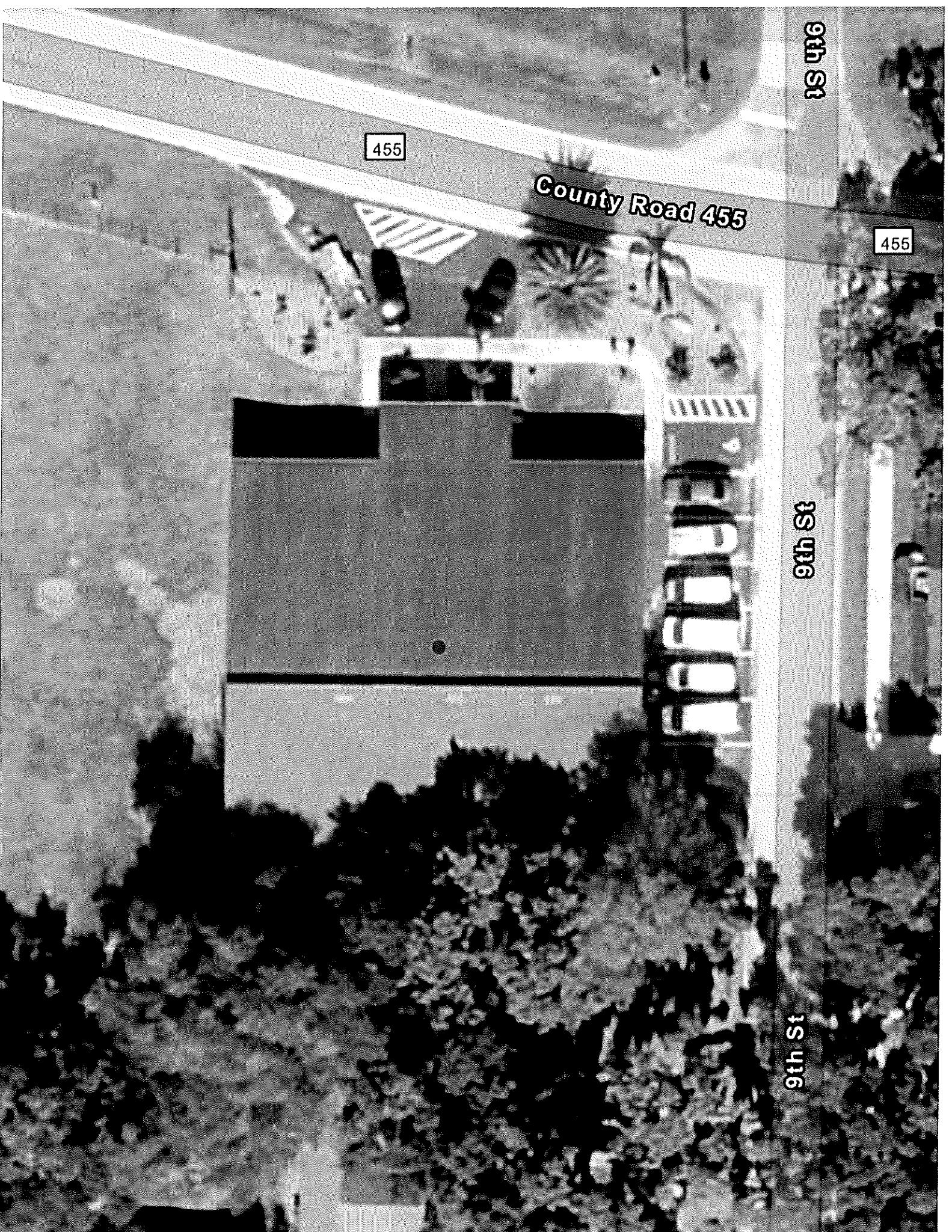
CLOSING SERVICES BY: TITLE PROS OF FLORIDA, INC.

THIS IS A DIGITALLY SIGNED AND SEALED SKETCH OF A BOUNDARY SURVEY PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED. 5 COPIES ARE AUTHORIZED ON OR ABOUT THE DATE OF SURVEY SHOWN HEREON AND LIMITED ONLY TO THOSE PERSONS AND/OR ENTITIES LISTED HEREON. THE BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 12C17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472-027, FLORIDA STATUTES.

L. BEALE SMITH M. PS  
 PROFESSIONAL SURVEYOR, FLORIDA REG. NO. 5738

PROFESSIONAL SURVEYOR  
**BEALE SMITH ASSOCIATES**  
 282 SHORT AVENUE, SUITE 124 LONGWOOD, FLORIDA 32750  
 PHONE: 407-331-5577 FAX: 407-331-9188





455

County Road 455

455

9th St

9th St

9th St



17521 CR

CU23-000001



### CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS

#### I. GENERAL INSTRUCTIONS

##### What is the purpose of this form?

To help the government fight financial crime, federal regulation requires financial institutions to obtain, verify and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

##### Who has to complete this form?

This form must be completed by the person opening or updating an account on behalf of a legal entity. For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or individuals opening or updating accounts on their own behalf.

##### What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., the beneficial owners):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each individual that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (i) and four 25 percent equity holders under section (i)).

You may also be asked to provide a copy of a driver's license or other identifying document for each beneficial owner and controlling party listed on this form.

**Note regarding updating information:** From time to time the information provided in this form may need to be updated due to changes in the ownership or controlling party of the legal entity customer or its beneficial owners. Further, from time to time PNC may be required to verify the continued accuracy of the information provided.

#### II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening or updating an account on behalf of a legal entity must provide the following information:

- a. Name, Type, Address and Taxpayer Identification Number (TIN) of Legal Entity for Which the Account is Being Opened or Updated (i.e., the customer):

Entity Name: DERMASTART LABS, LLC

Entity Type (e.g. Corporation, Partnership, etc.): LIMITED LIABILITY COMPANY

Entity Address: 2037 SAILBOROUGH CT, WINTER GARDEN, FLORIDA 34787-4679

Entity TIN: 92-2462471

b. Name and Title of Person Opening or Updating Account:

Name: **CHERIE DOBBS**

Title: **MEMBER**

c. Beneficial Owner(s): The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above.

If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and continue to section (d).

Beneficial Owner Not Applicable

For U.S. Persons: Select citizenship status and provide Social Security Number (SSN); For Non-U.S. Persons: Select citizenship status (if applicable) and provide SSN, Individual Taxpayer Identification Number (ITIN), Passport or Other Acceptable ID Information

Name: <b>CHERIE DOBBS</b>	% of Ownership: <b>100.00%</b>
Date of Birth: <b>07/06/1971</b>	SSN / ITIN #: <b>018-64-0741</b>
Residential Street Address: <b>2037 SAILBOROUGH CT, WINTER GARDEN, FL 34787-4878</b>	
Citizenship: <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Resident Alien <input type="checkbox"/> Immigrant Refugee	
For Non-U.S. Persons: ID Type: ID #: Country of Issuance:	
Name:	% of Ownership:
Date of Birth:	SSN / ITIN #:
Residential Street Address:	
Citizenship: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Resident Alien <input type="checkbox"/> Immigrant Refugee	
For Non-U.S. Persons: ID Type: ID #: Country of Issuance:	
Name:	% of Ownership:
Date of Birth:	SSN / ITIN #:
Residential Street Address:	
Citizenship: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Resident Alien <input type="checkbox"/> Immigrant Refugee	
For Non-U.S. Persons: ID Type: ID #: Country of Issuance:	
Name:	% of Ownership:
Date of Birth:	SSN / ITIN #:
Residential Street Address:	
Citizenship: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Resident Alien <input type="checkbox"/> Immigrant Refugee	
For Non-U.S. Persons: ID Type: ID #: Country of Issuance:	

Entity TIN: **92-2462471**



d. Controlling Party: The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

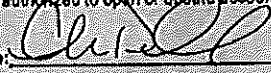
- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

*For U.S. Persons: Select citizenship status and provide Social Security Number (SSN); For Non-U.S. Persons: Select citizenship status (if applicable) and provide SSN, Individual Taxpayer Identification Number (ITIN), Passport or Other Acceptable ID information*

Name: <b>CHERIE DOBBS</b>	ID: <b>MEMBER</b>
Date of Birth: <b>07/04/1971</b>	SSN / ITIN #: <b>019-44-0745</b>
Residential Street Address: <b>2037 SAILBOROUGH CT, WINTER GARDEN, FL 34187-4878</b>	
Citizenship: <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Resident Alien <input type="checkbox"/> Immigrant Refugee	
For Non-U.S. Persons: ID Type: _____ ID #: _____	Country of Issuance: _____

**CHERIE DOBBS**

hereby certify that I am authorized to disclose the information provided above and, to the best of my knowledge, the information provided is complete and correct. Further, I authorize PNC to share the information provided with any individual authorized to open or update accounts on behalf of the legal entity customer.

Signature:  Date: 5.11.23  
Entity TIN: 92-2462471

**RESOLUTION NO. 2023-86**

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

**RESOLUTION 2023-86**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A CONDITIONAL USE PERMIT IN A SINGLE FAMILY LOW DENSITY ZONING DISTRICT IN THE TOWN OF MONTVERDE TO PERMIT A RV TO BE PARKED ON AND LIVED IN FOR A PERIOD NOT TO EXCEED 24 MONTHS, IN ORDER TO ALLOW FOR THE CARE OF AN ILL FAMILY MEMBER ON THE HEREIN DESCRIBED PROPERTY LOCATED AT 16342 CARDY STREET, MONTVERDE, FLORIDA, OWNED BY WAYNE AND SANDRA FIELDS; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Wayne and Sandra Fields, as owners have petitioned for a Conditional Use Permit to allow for an existing 8-ft. by 32-ft. Keystone RV to be parked on and lived in on a temporary basis to allow for them to care for an elderly and ill family member within a Single-Family Low Density zoning district located at 16342 Cardy Street 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 temporary use, as hereafter defined, of the Property for an existing 8-ft. by 32-ft. Keystone RV to be parked on and lived in on a temporary basis so they may care for an elderly and ill family member residing in the RV is not 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.

2. The Town Council has determined that the proposed use of the Property will otherwise comply with the regulations and conditions specified in the codes for such use.
3. The proposed use will not have an unduly adverse effect on existing traffic patterns, movements and intensity.
4. 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.
5. The petition for a Conditional Use Permit filed by Wayne and Sandra Fields for the property located at 16342 Cardy Street in the Town of Montverde, Lake County, Florida, more particularly described as follows is **GRANTED** subject to conditions set forth below:

**Parcel No: 02-22-26-0400-000-04701**

**See attached Exhibit A for legal description.**

6. **Definition of Temporary/Temporarily.** Up to twelve (12) months from approval of this resolution, with the ability for the town manager to extend for up to an additional twelve (12) months, but not exceeding twenty-four (24) months from approval of this resolution.
7. **Waiver.** Due to the proposed use and the temporary nature of the CUP request, Town Council waives the requirements of Sec. 10-11(e)(4) and portion of Sec. 10-11(e)(2) so as not to require: plans or reports describing traffic conditions that will be created by the conditional use, schematic drawing showing the topography of the property or anything other than existing structures and proposed location and dimensions of the RV.
8. **Conditions.**
  - (a) Conditional Use is granted for an existing 8-ft. by 32-ft. Keystone RV to be parked on and lived in temporarily to allow for the owners to care for an elderly and ill family member residing in the RV and for no other purpose.
  - (b) The Property and RV must comply with the 7.5-ft side setback for Single-Family Low Density zoning district and maintain a minimum of 50-ft from the high-water line.
  - (c) No more than one person may live in the RV. Name of the person being cared for must be provided to the town manager.
  - (d) The owner must submit a plan more clearly depicting the RV placement, dimensions and distances to the property lines and high-water line satisfactory to town manager, town planner and town engineer.
  - (e) The owner must comply with all other Town land development regulations.
  - (f) This Conditional Use permit **shall not** run with the land.

(g) Such Conditional Use shall expire or be revoked in accordance with Sec.10-11(h), Code of Ordinances, the earlier of (1) care for the elderly and ill family member is no longer needed; or (2) if owner fails to use or develop the Property in full compliance with the terms and conditions of the permit.

9. 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 December, 2023.

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

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

**ACCEPTED BY:**

By: \_\_\_\_\_  
Wayne Fields

By: \_\_\_\_\_  
Sandra Fields

Date: \_\_\_\_\_





# STAFF REPORT

TO: Town Council  
FROM: Sean M Parks, AICP, QEP Town Planner  
DATE: December 12, 2023  
SUBJECT: Resolution 2023-86 – Cardy Street Conditional Use Permit  
APPLICANT: Town of Montverde

---

## SUBJECT PROPERTY DESCRIPTION:

The .72-acre parcel is located at 16342 Cardy Street and is within Town limits (Alt Key 1463017). The property is zoned Single-Family Low-Density (R1L). See Figure 1 (Page 7).

## REQUESTED ACTION / RECOMMENDATION:

Staff recommends **APPROVAL WITH CONDITIONS** of the CUP Request.

**If this CUP is approved, Staff recommends that the Applicant agree to all the conditions set forth in the Resolution included below. (See Page 5).**

## BASIS OF REVIEW:

Sec. 10-11. - Procedures for conditional use permits.

- (a) If any zoning district requires a conditional use permit, no person shall erect, construct or alter any building or structure for such conditional use until a conditional use permit is reviewed by the planning and zoning board and approved by the town council.
- (b) The planning and zoning board shall hear and decide requests for conditional uses allowed in this chapter. In doing so, the commission may decide such questions as are involved in determining when conditional uses should be granted and either grant conditional uses with appropriate conditions and safeguards or deny conditional uses. After review of an application and a public hearing thereon, the commission may allow conditional uses only upon a determination that use requested:



# STAFF REPORT

- (1) Is not detrimental to the character of the area or inconsistent with trends of development in the area;
  - (2) Does not have an unduly adverse effect on existing traffic patterns, movements and intensity;
  - (3) Is consistent with the comprehensive plan; and
  - (4) Will not adversely affect the public interest.
- (c) 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.
- (d) Every person requesting a conditional use permit shall file an application for a permit with the town clerk. The application shall be accompanied by an application fee payable to the town. The amount of the application fee shall be established by separate resolution.
- (e) Applications for conditional use permits shall include the following information:
- (1) The name, address, and telephone number of the applicant and the owner of the property.
  - (2) A schematic drawing showing the topography of the property and the dimensions and location of all existing and proposed buildings and improvements, including, but not limited to, signs, driveways, off-street parking areas, loading and unloading areas, roads and streets and utility easements.
  - (3) A detailed description of the nature and extent of the proposed conditional use.
  - (4) Plans or reports describing traffic conditions that will be created by the conditional use.
  - (5) Complete legal description of the property, including a survey prepared by a state-registered land surveyor.
  - (6) Any other information or data required by the planning and zoning board or the town council.
  - (7) The town council, in its sole discretion, may waive any or all of the requirements in subsections (e)(2) through (e)(5) of this section.
- (f) The planning and zoning board shall hold a public hearing on every application for a conditional use permit. The town clerk shall send all property owners within 300 feet of the property corners of the affected property a written notice stating the name of the petitioner, the nature of the proposed conditional use, and the date and time of the hearing. The planning and zoning board may recommend approval subject to stated conditions. The planning and zoning board shall submit its





# STAFF REPORT

recommendations to the town council. Within 30 days thereafter, the town council shall hold a public hearing with due public notice to consider the recommendations. The town council may grant the conditional use permit if it finds that the proposed use is desirable and not detrimental to the welfare. If issued, the permit shall be in writing and shall contain the conditions and limitations thereof. The permit shall be filed in the public records of the county. The town council may require the petitioner to pay the legal fees and costs incurred by the municipality in preparing and recording the permit. Any conditional use that does not meet these requirements shall be denied.

- (g) Every conditional use permit shall be signed by the applicant who shall agree to be bound by its terms.
- (h) The town council, with notice to the petitioner, may revoke a conditional use permit if the permittee fails to use or develop the property in full compliance with the terms and conditions of the permit.
- (i) If the town council rejects the conditional use permit, it may not reapply for a period of one year.
- (j) Conditional use permits shall run with the land as long as the conditions of the original conditional use permit are met.

## RESOLUTION 2023-86

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, GRANTING A CONDITIONAL USE PERMIT IN A SINGLE FAMILY LOW DENSITY ZONING DISTRICT IN THE TOWN OF MONTVERDE TO PERMIT A RV TO BE PARKED ON AND LIVED IN FOR A PERIOD NOT TO EXCEED 24 MONTHS, IN ORDER TO ALLOW FOR THE CARE OF AN ILL FAMILY MEMBER ON THE HEREIN DESCRIBED PROPERTY LOCATED AT 16342 CARDY STREET, MONTVERDE, FLORIDA, OWNED BY WAYNE AND SANDRA FIELDS; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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# STAFF REPORT

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2. The Town Council has determined that the proposed use of the Property will otherwise comply with the regulations and conditions specified in the codes for such use.
3. The proposed use will not have an unduly adverse effect on existing traffic patterns, movements and intensity.
4. 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.
5. The petition for a Conditional Use Permit filed by Wayne and Sandra Fields for the property located at 16342 Cardy Street in the Town of Montverde, Lake County, Florida, more particularly described as follows is **GRANTED** subject to conditions set forth below:

**Parcel No: 02-22-26-0400-000-04701**

**See attached Exhibit A for legal description.**





# STAFF REPORT

6. **Definition of Temporary/Temporarily.** Up to twelve (12) months from approval of this resolution, with the ability for the town manager to extend for up to an additional twelve (12) months, but not exceeding twenty-four (24) months from approval of this resolution.
7. **Waiver.** Due to the proposed use and the temporary nature of the CUP request, Town Council waives the requirements of Sec. 10-11(e)(4) and portion of Sec. 10-11(e)(2) so as not to require: plans or reports describing traffic conditions that will be created by the conditional use, schematic drawing showing the topography of the property or anything other than existing structures and proposed location and dimensions of the RV.
8. **Conditions.**
  - (a) Conditional Use is granted for an existing 8-ft. by 32-ft. Keystone RV to be parked on and lived in temporarily to allow for the owners to care for an elderly and ill family member residing in the RV and for no other purpose.
  - (b) The Property and RV must comply with the 7.5-ft side setback for Single-Family Low Density zoning district and maintain a minimum of 50-ft from the high-water line.
  - (c) No more than one person may live in the RV. Name of the person being cared for must be provided to the town manager.
  - (d) The owner must submit a plan more clearly depicting the RV placement, dimensions and distances to the property lines and high-water line satisfactory to town manager, town planner and town engineer.
  - (e) The owner must comply with all other Town land development regulations.
  - (f) This Conditional Use permit **shall not** run with the land.
  - (g) Such Conditional Use shall expire or be revoked in accordance with Sec.10-11(h), Code of Ordinances, the earlier of (1) care for the elderly and ill family member is no longer needed; or (2) if owner fails to use or



# STAFF REPORT

develop the Property in full compliance with the terms and conditions of the permit.

9. 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 November, 2023.

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

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

## ACCEPTED BY:

By: \_\_\_\_\_  
Wayne Fields

By: \_\_\_\_\_  
Sandra Fields

Date: \_\_\_\_\_



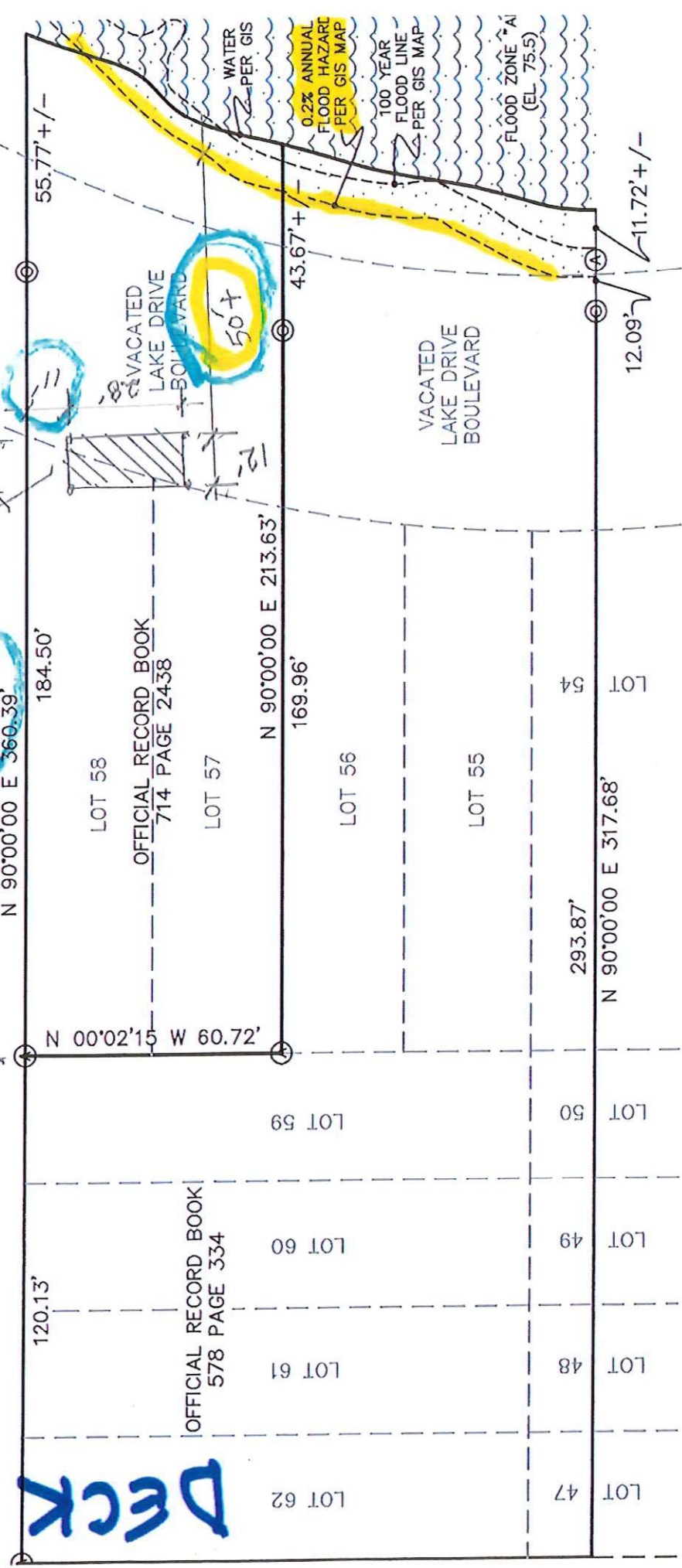
# STAFF REPORT

Figure 1





*High water marker*  
*Deck*



RESTRICTIONS.  
 ALL AND ACCURATE  
 THE SIGNING PARTY







\$5250  
Mouth Dept.

RECEIVED  
9/25/23



APPLICATION FOR A CONDITIONAL USE PERMIT

CU23-000003

1. Project Name: \_\_\_\_\_
2. Owner's Name: Wayne + Sandra Fields  
Address: 16342 Cardy St. Montverde, Fl.  
Phone: 352-978-0533
3. Applicant's Name: Wayne + Sandra Fields  
Address: 16342 Cardy St. Montverde  
Phone: 352-978-0533
4. The property is generally located in the vicinity of the following streets or the following street addresses: 110342 Cardy St.  
\_\_\_\_\_  
\_\_\_\_\_
5. Area of property: see survey square feet \_\_\_\_\_ acres
6. Does the property have, or will it have, the following:  
Central water & sewer no Well & septic tank no
7. Present zoning is residential  
Present Land Use Category is single family low density
8. Number of any existing structures on the property and the present use of those structures and of the property Barn for storage  
\_\_\_\_\_  
\_\_\_\_\_
9. The property is proposed to be used for temporary (24 months) residence for disabled family member in order to provide help.  
\_\_\_\_\_  
\_\_\_\_\_
10. A conditional use permit is requested that is expressly permissible in Section \_\_\_\_\_ of the Land Development Code.

8x32 Keystone RV

4YDF295205D516697

11. A site plan prepared in accordance with the submittal requirements of this application is herewith attached.  Yes  No

12. State the reason for this request temporary residence (24 months)  
for family member diagnosed with  
early onset frontal lobe dementia in order  
to provide care for family member

13. Has any previous application been filed within the last year in connection with this property?  yes  no.

If yes, briefly describe the nature: \_\_\_\_\_  
\_\_\_\_\_  
/  
\_\_\_\_\_

14. If the project is to be developed in phases, give a brief description of how it will be phased: no

15. The exact legal description and survey of the property being petitioned \_\_\_\_\_  
see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. If applicant is other than owner, a notarized letter from the owner, authorizing the applicant to act on their behalf shall be required.

17. Proof of Owner must be provided.

18. If site plan is not prepared for the conditional use application, twelve (6) copies of a survey must be submitted.

### **Procedures for Conditional Use Permits**

- a. If any zoning district requires a conditional use permit, no person shall erect, construct, or alter any building or structure for such conditional use until a conditional use permit is reviewed by the Planning and Zoning Committee and approved by the Town Council.
- b. The Planning and Zoning Committee shall hear and decide requests for conditional uses allowed in Chapter IV, hereof. In doing so, the Commission may decide such questions as are involved in determining when conditional uses should be granted and either grant conditional uses with appropriate conditions and safeguards or deny conditional uses. After review of an application and a public hearing thereon, the Commission may allow conditional uses only upon a determination that use requested:
  1. Is not detrimental to the character of the area or inconsistent with trends of development in the area;
  2. Does not have an unduly adverse effect on existing traffic patterns, movements and intensity;
  3. Is consistent with the Comprehensive Plan, and;
  4. Will not adversely affect the public interest.
- c. Every person requesting a conditional Use Permit shall file an application for a permit with the Town Clerk. The application shall be accompanied by an application fee payable to the Town of Montverde. 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 set forth below.

- d. Every person requesting a Conditional Use Permit shall file an application for a permit with the Town Clerk. The application shall be accompanied by an application fee payable to the Town of Montverde. The amount of the application fee shall be established by separate resolution.
- e. Applications for Conditional Use Permits shall include the following information:
  1. The name, address, and telephone number of the applicant and the owner of the property
  2. A schematic drawing showing the topography of the property and the dimensions and location of all existing and proposed buildings and improvements, including, but not limited to, signs, driveways, off-street parking areas, loading and unloading areas, roads and streets, and utility easements.
  3. A detailed description of the nature and extent of the proposed conditional use.
  4. Plans or reports describing traffic conditions that will be created by the conditional use.
  5. Complete legal description of the property, including a survey prepared by a Florida Registered Land Surveyor.
  6. Any other information or data required by the Planning and Zoning Committee or the Town Council.
  7. The Town Council, in its sole discretion, may waive any or all of the requirements in (2) through (5) above.
- f. The Planning and Zoning Committee shall hold a public hearing on every application for a conditional use permit. The Town Clerk shall send all property owners within 300 feet of the property corners of the affected property a written notice stating the name of the petitioner, the nature of the proposed conditional use, and



the date and time of the hearing. The Planning and Zoning Committee may recommend approval subject to stated conditions. The Planning and Zoning Committee shall submit its recommendations to the Town Council. Within thirty (30) days thereafter, the Town Council shall hold a public hearing with due public notice to consider the recommendations. The Town Council may grant the Conditional Use Permit if it finds that the proposed use is desirable and not detrimental to the welfare. If issued, the permit shall be in writing and shall contain the conditions and limitations thereof. The permit shall be filed in the public records of Lake County, Florida. The Town Council may require the petitioner to pay the legal fees and costs incurred by the municipality in preparing and recording the permit. Any conditional use that does not meet these requirements shall be denied.

- g. Every conditional use permit shall be signed by the applicant who shall agree to be bound by its terms.
- h. The Town Council, with notice to the petitioner, may revoke a conditional use permit if the permittee fails to use or develop the property in full compliance with the terms and conditions of the permit.
- i. If the Town Council rejects the Conditional Use Permit, it may not reapply for a period of one (1) year.
- j. Conditional Use Permits shall run with the land as long as the conditions of the original Conditional Use Permit are met.

Describe how this project meets the above referenced criteria

1. Is not detrimental to the character of the area or inconsistent with trends of development in the area temporary use for no longer than 24 months residential area

2. Does not have an unduly adverse effect on existing traffic patterns, movements and intensity no effect on existing traffic, will not encourage additional traffic
3. Is consistent with the Comprehensive Plan temporary (24 months)
4. Will not adversely affect the public interest no  
Temporary residence to provide care for disabled family member in a residential zone

Sarana Jubb  
Owner/Applicant Signature

9-19-23  
Date

**RESOLUTION NO. 2023-97**



**RESOLUTION 2023-97**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING TASK ORDER PROPOSAL DATED NOVEMBER 16, 2023 FOR DESIGN, PERMITTING, BIDDING AND CONTRACT ADMINISTRATION, AND FUNDING ADMINISTRATION AND PROJECT MANAGEMENT OF THE PHASE 2 STORMWATER IMPROVEMENTS BETWEEN THE TOWN OF MONTVERDE AND WOODARD & CURRAN, INC. ISSUED PURSUANT TO RFQ 21-02; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the parties desire to enter into Task Order Proposal dated November 16, 2023 for design and permitting, bidding and contract administration, and funding administration and project management of the Phase 2 stormwater improvements for the purpose of setting forth the terms and conditions under which Woodard & Curran, Inc. will provide services relating to stormwater improvements for the Town of Montverde; and

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

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

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

Section 1. Task Order Proposal for Stormwater Improvements Project - Phase 2 dated November 16, 2023 between the Town of Montverde and Woodard & Curran, Inc., a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED at a meeting of the Town Council of the Town of Montverde, Florida this \_\_\_ day of December, 2023.

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

Attest:

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

Approved as to form and legality:

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

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

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

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

Via Electronic Mail

November 16, 2023



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

Re: Stormwater Improvements Project – Phase 2  
Town of Montverde

Dear Mr. Larino:

## **BACKGROUND**

Woodard & Curran (W&C) appreciates the opportunity to continue to support the Town of Montverde with the Stormwater Improvements Project (the Project). The Phase 1 contract dated March 3, 2022, consisted of a planning task to determine the areas to be improved. The following project areas and phasing were identified as a result of this process:

1. Lakeside Drive Stormwater, Roadway, and Parking Improvements (Phase 1).
2. Truskett Park Stormwater, Roadway, and Sidewalk Improvements (Phase 1).
3. Osgood Road/Abrams Avenue Stormwater and Boat Ramp Improvements (Phase 2).
4. Porter Avenue Stormwater, Roadway, and Parking Improvements (Phase 2).

The initial planning efforts and preliminary construction estimates were used to develop a breakdown of the anticipated existing conditions survey, geotechnical services, design & permitting, bidding & construction administration services, and Funding & Project Management costs for each project area (see attached budget table). Based on these estimates, it was determined that the Phase 1 engineering services budget would only accommodate design and construction phase services for the Lakeside Drive and Truskett Park Improvements.

The initial funding for the overall program included \$2M from a combination of Resilient Florida and Lake County Water Authority (LCWA) grants. Additional funding for the program has since been secured from LCWA (\$80K) and a State Legislative Appropriation (\$375K), resulting in a total program budget of \$2.455M.

The following presents the Budget and Schedule for the Design & Permitting, Bidding & Construction Administration, and Funding Administrations & Project management for the desired Phase 2 project areas.



## SCOPE OF SERVICES

This task order will allocate the required design and construction budgets to enable Woodard & Curran to perform engineering services during design and construction phases (as described in the Phase 1 contract dated March 3, 2022) for the Phase 2 project areas prioritized by the Town noted above and described as follows:

### Osgood Road Stormwater and Boat Ramp Improvements

- Osgood Road/Abrams Avenue roadway improvements from Temple Street to the Lake Apopka boat ramp.
- Angled parking along Osgood Road/Abrams Avenue.
- Appropriate stormwater quality improvements.
- New boat ramp and dock. It is our understanding that the boat ramp and dock will be designed by others and is not included in this scope of services. A complete boat ramp and dock design will be provided to Woodard & Curran.

### Porter Avenue Stormwater Improvements

- Porter Avenue roadway and parking improvements from 6<sup>th</sup> Street to 1<sup>st</sup> Street (Truskett Park).
- Stormwater conveyance and quality improvements between the new library and sports courts site and 1<sup>st</sup> Street.
- It is our understanding that the design of a stormwater management system, in accordance with the St. Johns River Water Management District requirements, for the new library, sports courts, and parking areas will be prepared by others. The CAD drawings (existing and proposed conditions) for the improvements and stormwater design will be provided to Woodard & Curran.
- Connection to the Truskett Park and 1<sup>st</sup> Street stormwater improvements.

The Schedule and Budget required to achieve the enhancements noted above is presented below.



## SCHEDULE

W&C is currently executing the scope of services for the Lakeside Drive and Truskett Park areas (Phase 1). The preliminary schedule for the Phase 2 work will be as follows and start with the approval of this contract amendment:

- Survey and Geotechnical Services – 16 to 20 weeks from receiving notice to proceed.
- Design and Permitting – 6 to 12 weeks after receiving survey and geotechnical information. Design schedule is pending preliminary permitting meetings with regulatory agencies.
- Bidding/Construction Administration/RPR Services – As agreed upon between the Town and Woodard & Curran.

## BUDGET

W&C will complete the work on a fixed fee basis with the tasks outlined below. The updated fee estimates for the proposed tasks are based upon the preliminary construction costs prepared as part of Task 1 of the Phase 1 contract. A breakdown of the preliminary construction costs, existing conditions survey, geotechnical services, design & permitting, bidding & construction administration services, and Funding & Project Management is attached to this Contract Amendment. Based on current construction cost estimates, we anticipate that construction of these improvements will be completed within the overall grant total of \$2.455M.

Description of Work	Budget
Task 1 Design & Permitting	\$126,800
Task 2 Bidding & Construction Administration	\$64,000
Task 3 Funding & Project Management	\$12,000
Task 4 Contingency (20%)	\$40,000
<b>Total Fee</b>	<b>\$242,800</b>

## TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms and conditions set forth in the Phase 1 Improvements contract dated March 3, 2023.

## ASSUMPTIONS AND UNDERSTANDINGS

The assumptions and understandings of the Phase 1 Improvements contract dated March 3, 2023, still apply to the scope of work, schedule, and budget described herein.





**CLOSING**

We greatly appreciate this opportunity to continue to support Montverde with this very important stormwater improvements project. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call the undersigned at 407.580.1707 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN, INC.

  
Scott C. Shannon, PE  
Senior Client Manager

Enclosure(s): Budget Summary Table

cc: Paul Jacques and Stefan Thoenes (W&C)


PN: 0233076.03

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

**AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

TOWN OF MONTVERDE, FLORIDA

 11.16.2023  
\_\_\_\_\_  
Signature Date  
Scott C. Shannon  
\_\_\_\_\_  
Name (printed)  
Senior Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Name (printed)  
\_\_\_\_\_  
Title

Montverde Stormwater Improvements Cost Breakdown							
Project	Preliminary Construction Cost	Existing Conditions Survey	Geotechnical Services	Engineering Design	Permitting	Bidding/Construction Admin./RPR	TOTAL
Lakeside Drive Roadway/Parking/Stormwater Improvements	\$ 772,000	\$ 10,000	\$ 4,000	\$ 65,000	\$ 6,000	\$ 20,000	\$ 877,000
Truskett Park Roadway/Sidewalk/Stormwater Improvements	\$ 675,000	\$ 10,000	\$ 4,000	\$ 55,000	\$ 12,000	\$ 12,000	\$ 768,000
Downtown Stormwater Improvements	\$ -	\$ 10,000	\$ 4,000	\$ 6,000	\$ -	\$ -	\$ 20,000
Osgood Road and Boat Ramp Improvements	\$ 300,000	\$ 10,000	\$ 10,000	\$ 30,000	\$ 24,000	\$ 20,000	\$ 394,000
CR455 Baffle Box Implementation	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Porter Avenue Roadway/Parking/Stormwater Improvements	\$ 150,000	\$ -	\$ 8,800	\$ 24,000	\$ 12,000	\$ 12,000	\$ 206,800
Totals	\$ 1,972,000	\$ 40,000	\$ 30,800	\$ 180,000	\$ 54,000	\$ 64,000	\$ 2,340,800
Complete to Date	\$ -	\$ 40,000	\$ 12,000	\$ 126,000	\$ -	\$ -	\$ 178,000
<b>Additional Design Budget Needed</b>	\$ -	\$ -	\$ 18,800	\$ 54,000	\$ 54,000	\$ 64,000	\$ 190,800

Notes:

1. Highlighted amounts represent tasks that have been partially completed under Phase 1 as of October 2023.
2. Downtown Stormwater Improvements and CR455 Baffle Box are not included in the Phase 2 Scope of Work.
3. Stormwater Improvements Program total funding available is \$2,445,000.

**RESOLUTION NO. 2023-98**



**RESOLUTION 2023-98**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING TASK ORDER #2 FOR WASTEWATER COLLECTION SYSTEM AND TREATMENT DESIGN SYSTEM DATED DECEMBER 13, 2023 TO CONDUCT A COMPREHENSIVE TOPOGRAPHIC SURVEY AND TO ACCURATELY LOCATE EXISTING UTILITIES WITHIN THE TOWN'S BOUNDARY LIMITS RELATING TO THE COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT PURSUANT TO THE CONSULTANT SERVICES AGREEMENT DATED MAY 31, 2022 BETWEEN THE TOWN OF MONTVERDE AND WOODARD & CURRAN, INC.; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the parties desire to enter into Task Order Proposal dated December 13, 2023 to conduct a comprehensive topographic survey and to accurately locate existing utilities within the Town's boundary limits for the purpose of setting forth the terms and conditions under which Woodard & Curran, Inc. will provide such services as need to design of the collection system and wastewater treatment plant for the Town of Montverde; and

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

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

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

Section 1. Task Order #2 for Wastewater Collection System and Treatment System Design – Survey and Utility Locate Work dated December 13, 2023 between the Town of Montverde and Woodard & Curran, Inc., a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED at a meeting of the Town Council of the Town of Montverde, Florida this \_\_\_\_ day of December, 2023.

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

Attest:

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

Approved as to form and legality:

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

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

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

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

## MEMORANDUM



TO: Paul Larino  
CC: Scott Shannon  
FROM: Shawn Brown  
DATE: December 1, 2023  
RE: Montverde Collection System & WWTP Project  
Survey Quote Summary – rev.1

---

	<u>Company Name</u>	<u>Quoted Amount</u>
1.	Southeastern	\$753,358.00
2.	CPH	\$774,622.00
3.	Half	\$1,166,883.75
4.	McKim & Creed	\$1,306,879.00
5.	SurvTech	\$1,331,825.00
6.	GeoPoint	\$371,400.00

Via Electronic Mail

December 13, 2023



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

Re: Task Order #2 for Wastewater Collection System and Treatment System Design  
Town of Montverde - Survey and Utility Locate Work

Dear Mr. Larino,

This Consultant Services Task Order between Woodard & Curran, Inc. (Consultant) and the Town of Montverde (Town) shall be completed in accordance with the Consultant Services Agreement (Agreement) between Consultant and Town executed May 31, 2022. The terms and conditions of the Agreement are incorporated herein by this reference and the Scope of Work, Compensation, and Schedule, are defined in this Task Order.

### **I. BACKGROUND**

The Town of Montverde desires to proceed with the design of a centralized wastewater collection system and wastewater treatment facility, in accordance with conceptual plans developed based on grant funding received for the project. To date, the Town has secured \$5M in American Rescue Plan Act (ARPA) funding from Lake County, and a \$4M Wastewater grant from Florida Department of Environmental Protection (FDEP), for a total of \$9M.

The objective of this project is to design the first phase of a collection system and treatment plant that can be implemented for a total design and construction cost of \$9M, which maximizes initial usage of the system based upon interest received through the public participation process completed in early 2023, and that is sized wherever feasible for future (buildout) flows from within the Town's service area.

### **II. SCOPE OF WORK**

In order to design the collection system and wastewater treatment plant, it is necessary to conduct a comprehensive topographic survey and to accurately locate existing utilities within the Town's boundary limits, including the Stetcher property where the new WWTP will be located, and along a proposed force main route across the wetland area north of the Town's boundary limits through a 150' easement from the Osgood property to the WWTP site. This work will include the following:

- Perform ground survey to create a base plan for the detailed design of the project on North American Vertical Datum of 1988 (NAVD).



- Perform utility research at the Town and appropriate water, sewer, drainage, gas, electric, telephone, cable television utilities and add utility information to the base plan.
- Subsurface utility locates will be performed as part of this task for potential utility conflicts with the sewer route.
- Delineate vegetated wetlands and/or resource areas at pump station sites and along the route of the proposed sewers.
- Capture and integrate wetland flags into survey and bid documents.
- Install permanent benchmarks at a maximum spacing of 500LF throughout project area suitable for use by the construction contractor.
- Obtain and integrate property easement lines, natural physical features, mailboxes, driveways, utility poles, large trees, home/building locations and other information deemed necessary.
- Additional scope details are provided in the quote from GeoPoint Surveying, Inc. dated December 1, 2023 which is attached for reference.

### III. SCHEDULE

The work will commence following receipt of a signed agreement from the Town. Work will be completed in phases as described below and as indicated on the Figures that accompany the Request for Quotation.

Phase	Description	Schedule
I.	Establish boundary lines on Osgood and Stetcher properties; stake corners of approx. 9,800 feet of 150' wide easement in wetland area north of town; prepare Exhibit and Sketch of Description for 150' easement for the force main crossing of the wetland area from the Osgood property west approximately 4,600 feet to the Stetcher property and from the Stetcher property north approximately 5,200 feet to the southern boundary of the Ferndale Preserve parcel.	3 wks. from receipt of executed Task Order
IA.1.	Roadways and specific property locations south of Montverde Academy	3 wks. after Phase IB.2
IA.2.	Montverde Academy roadways and specific property locations	2 wks. after Phase IA.1
IA.3.	Roadways and specific property locations north of Montverde Academy categorized as Phase IA including all downtown commercial properties	3 wks. after Phase IA.2
IB.1.	Stetcher property	2 wks. after Phase I.
IB.2.	Master pump station and force main route*	3 wks. after Phase IB.1.
II.	Roadways north and east of Montverde Academy	4 wks. after Phase IA.3
III.	Roadways north and west of Lake Florence	4 wks. after Phase II

\* See comment #4 under VI. ASSUMPTIONS AND UNDERSTANDINGS.





**IV. BUDGET**

The proposed budget for completion of the work described herein is as follows:

Phase	Description	Cost
I.	9,800 lin.ft. of 150' Easement Exhibit and Sketch of Description	\$20,200.00
I.A.	Properties south of Lake Florence, Montverde Academy, and downtown commercial properties	\$140,200.00
I.B.	Force main route and Stetcher property	\$58,000.00
II.	Residential properties north and east of Montverde Academy	\$54,000.00
III.	Residential properties north and west of Lake Florence	\$79,000.00
	Reimbursables (per diems, materials, etc.) – Not To Exceed	\$20,000.00
	<b>Sub-Total</b>	<b>\$371,400.00</b>
	Administrative and Engineering Services (+ 10%)	\$37,140.00
	Miscellaneous as-needed additional survey work (+ 10% * MU)	\$40,854.00
	Contingency (+ 15%)	\$55,710.00
	<b>Total</b>	<b>\$505,104.00</b>

**V. TERMS AND CONDITIONS**

The Scope of Services will be completed in accordance with the terms of the Consultant Services Agreement (Agreement) between Woodard & Curran, Inc. and the Town of Montverde executed June 1, 2022.

**VI. ASSUMPTIONS AND UNDERSTANDINGS**

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

1. Additional survey, geotechnical, or hydrogeological investigations beyond what is outlined in the scope herein (if required for the project), will be completed by the Consultant on a sub-contractor + 10% fee basis, with Town authorization.
2. If available, the Town will provide the Consultant with other previously completed studies, plans, surveys, environmental reports, and other pertinent documents associated with the project.
3. Land Acquisition/Easements: This scope does not include fees or engineering associated with land purchase and easements (if applicable) unless specifically stated above.
4. Amount of time required for survey of tree locations across wetlands may be greater than 2-3 weeks and will be determined at start of field work for Phase IB – part 2.

**VII. CLOSING**

We greatly appreciate this opportunity to offer our consulting and engineering services to assist the Town with this important project. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files.

Please feel free to contact us if you have questions regarding this proposal or require any further information.



Sincerely,

WOODARD & CURRAN, INC.

Scott Shannon, PE  
Principal

Enclosure

CC: S.Brown

PN: 0233076.07

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

**VIII. AUTHORIZATION BY:**

WOODARD & CURRAN, INC.

TOWN OF MONTVERDE

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

\_\_\_\_\_  
Scott C. Shannon  
Name

\_\_\_\_\_  
Principal  
Title

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

\_\_\_\_\_  
Paul Larino  
Name

\_\_\_\_\_  
Town Manager  
Title





December 1<sup>st</sup>, 2023

**Shawn Brown**  
**Senior Project Manager**  
Woodard & Curran  
1511 N Westshore Blvd. Suite 420  
Tampa, Florida 33607

**RE: Town of Montverde Wastewater Treatment Facilities**

Dear Mr. Brown;

Thank you for selecting GeoPoint Surveying, Inc. to provide Survey services for the above referenced project. Our services under this proposal, which will turn into a binding contract upon your signature ("**Contract**"), are as follows:

**Project Assumptions:**

- The estimated number of weeks shown below in Item #12 of the Scope of Services may vary depending on unforeseen issues that may arise during our field survey and office preparation (i.e. lack of boundary or right of way monumentation, accessibility to current property and county right of way records, weather conditions, and holidays).
- This is a phased project, and it is understood that each phase will be done in consecutive order upon the completion of the prior phase.
- Deliverables to client will be a soft copy in AutoCAD 2021 format, accompanied by a Certified Surveyors Report. A signed and sealed hard copy of the survey is not included in this proposal.
- Client, if applicable, will provide to GeoPoint Surveying, Inc. any survey related information in the form of right of way maps, property records, and surveys prepared by others.
- Client will notify and coordinate access onto private property where survey data is required.
- Client, if necessary, will provide property title information from a third-party title company to help facilitate the mapping of rights of way, boundary lines,

easements, and agreements. (NOTE: Title Search is NOT included in this proposal.)

**Scope of Services:**

**Topographic Route Survey:**

Provide necessary field and office work to prepare a topographic route survey for the above referenced project in accordance with the Standards of Practice set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. Scope of Services will include the following (as taken from the client's survey requirements):

The following survey requirements are necessary for the project design:

1. Survey shall be conducted within the limits indicated on the map included for each of the three phases with Phase I as priority. Survey and utility locate work in Phases IA, II, and III shall be conducted ONLY along paved public access roads with the exception of the five (5) locations surrounded by a green cloud in Figure 2. Obtain written approval from W&C prior to start of Phase II and Phase III field work:

**a. Phase IA (Reference Figures 1 & 2):**

1. Four Lakes;
2. Magnolia Terrace;
3. Montverde Academy, and;
4. Commercial Downtown Area

**b. Phase IB (Reference Figures 1 – 4):**

1. Force Main route through Downtown corridor;
2. Force Main route along Kirk Island Road on the West side of the Osgood Property;
3. A 150' wide East-West Force Main route Easement through wetlands located North of town, and;
4. An approximately 14 acre site for the West Water Treatment Plant, known the Stetcher Property.

**c. Phase II (Reference Figures 1 & 3):**

Downtown - Exclude areas depicted under figure 5 and figure 6 which have been recently surveyed.

**d. Phase III (Reference Figure 4):**

North and Northwest of Lake Florence.

2. Provide topographic mapping with 1' surface elevation contours (and DTM) with spot elevations at key points, listed below, for all survey work



within roadways. Provide topographic mapping with 1' surface elevation contours (and DTM) with spot elevation at 50' grid within the Wastewater Treatment Plant site. Detail topographic and physical survey to extend a minimum of 10 feet on either side of the right-of-way within the corridors outlined in the attached figure and extend a minimum of 25 feet from a private street or easement centerline in each direction. Spot elevations shall be provided at key points, such as significant topographic break points, utility structures, driveway openings, centerline grades at drive, top and bottom of curb. Plans shall be at a scale of 1-inch equals 40 feet horizontal. For topographic mapping, contours shall be mapped at 1-foot intervals throughout the project area.

- a. Structure finished floor elevations are not required.
3. Obtain rim, sump depth, pipe sizes, material, and invert information for all manholes (drain and sewer), catch basins, culverts, pipes, and other drainage structures.
4. Obtain pump station and manhole information including rim elevation of manhole, pipe inverts, and floor elevation of manholes. Also will include photographs of the inside of the Montverde Academy Pump Stations #1 & #2 including photos of the pump nameplates.
5. Obtain location and identify type for all roadway and sidewalk structures, including but not limited to manholes (drain, sewer, telephone, etc.), catch basins, gate valve boxes (water and gas), guardrails, and overhead utilities in the surveyed area described in item 1 above.
6. Obtain utility information for all overhead and underground utilities including but not limited to existing water, sewer, gas, telephone, cable, fiber optics, and electrical pipelines.
7. Provide planimetric details such as property lines, rights-of-way, fences, signs, mailboxes, light poles, pavement limits, pavement markings, curbing, driveways, walkways, bike baths, sidewalk limits, utility poles (including pole number), retaining walls, swales, ditches, tree lines and individual trees 4" diameter and larger at breast height (ABH) for all trees within 10' of the right-of-way, 12" diameter and larger ABH for all trees within the 150' force main corridor and wastewater treatment plant, service boxes (gas, cable/fiber, and water) in the surveyed areas described in item 1 above.

- a. Right-of-way survey shall include the placement of all easements and deed restrictions onto the Plans, as recorded at the Registry of Deeds, as well as identifying all encroachments within the right-of-way, and all existing monumentation identified during survey.
  - b. Provide permanent horizontal and permanent vertical benchmarks at appropriate locations, at a maximum spacing of six hundred feet, in the project area. Provide a summary sheet listing all permanent benchmarks.
8. Survey deliverable in AutoCAD 2021 (Civil 3D) including the following items:
- a. File shall be a single composite version file (at 1 drawing unit equal to 1 decimal foot) using an electronically provided W&C drawing template with W&C CAD layers, block symbols, and line type standards, all of which will be provided by Woodard & Curran.
  - b. Include AutoCAD TIN lines, break lines and points file for the existing ground surface and consistent with that used by surveyor to generate contour lines, or a Civil 3D surface.
  - c. File shall include signed/stamped reproduceable drawings at a scale 1"=40', or approved other.
  - d. Establish horizontal control for the project area in NAD83 Florida State Planes. Survey will be tied into layout/property monuments (minimum 2). Vertical Control will be based on the North American Vertical Datum of 1988 (NAVD88). Contours shall be mapped at 1-foot intervals throughout the project areas.
  - e. Edge of forest, woods, or tree lines.
  - f. Fence lines and types, property lines (including road right-of-way and sidelines) from existing tax assessor maps.
9. Location of current 100-year and 500-year FEMA floodplain boundaries, if applicable.
10. Wetland extents based upon flagging by environmental subconsultant. Streams, rivers, ponds, wetland areas, and other features under the jurisdiction of the Wetlands Protection Act will be delineated and flagged by the environmental subconsultant. **(NOTE: Preparation of a Specific Purpose Wetland Survey is NOT INLCUDED in this scope)**



11. Please provide draft survey in electronic CAD format for review. Include time for one round of review comments and perform edits as necessary to the CAD file. Provide final survey CAD file after incorporating all review comments.
12. Drawings shall be submitted progressively as each phase of survey work is completed.

Phases of survey work shall be conducted as follows:

- a. Prepare an Exhibit and Sketch of Description for a 150' easement for the force main crossing of the wetland area from the Osgood property west approximately 4,600 feet to the Stetcher property and from the southwest corner of the 150' easement at the Stetcher property north with the easements western boundary running along the eastern parcel boundary of the Stetcher property approximately 5,200 feet to the southern parcel boundary of the Ferndale Preserve parcel. Easement corners shall be marked in the field with iron pipe and plastic cap markers and flagged lathes. **(Note: Fieldwork will be required to determine limits of Osgood Boundary and Stetcher Boundary prior to preparation of creating the 150' Easement Sketch & Description)**
  - b. Phase IB – part 1 – the Stetcher property.
  - c. Phase IB – part 2 – the master pump station and force main route.
  - d. Phase IA – part 1 – everything south of the Montverde Academy
  - e. Phase IA – part 2 – Montverde Academy
  - f. Phase IA – part 3 – everything north of Montverde Academy categorized as Phase IA.
  - g. Phase II
  - h. Phase III
13. Please provide a separate quote for each phase described under item 1 above.
  14. Project Schedule: Complete the field survey work and submittal of draft AutoCAD work for each Phase within the timeline described below and corresponding with the Phase breakdown identified in requirement #12:
    - a. 3 weeks from receipt of fully executed Task Order
    - b. 2 weeks from submittal of draft CAD drawings for Phase IB – part 1.
    - c. 3 weeks from submittal of draft CAD drawings for Phase IB – part 2.
    - d. 3 weeks from submittal of draft CAD drawings for Phase IA – part 1.
    - e. 2 weeks from submittal of draft CAD drawings for Phase IA – part 2
    - f. 3 weeks from submittal of draft CAD drawings for Phase IA – part 3

- g. 4 weeks from submittal of draft CAD drawings for Phase II
- h. 4 weeks from submittal of draft CAD drawings for Phase III

### Subsurface Utility Location (Level B):

A Sunshine 811 design ticket will be acquired to determine the utility agencies/owners (UA/Os) within the project limits. An investigation of the available utility records, as-builts, and atlas maps will be performed to support the utility locating efforts.

#### Ground Penetrating Radar (GPR) Investigation-Quality Level B

Ground penetrating radar technologies will be employed to investigate the presence of non-toneable subsurface anomalies consistent with water main infrastructure within the scope as shown on the provided map. GeoPoint will provide paint markings and/or flags on the ground to show the approximate horizontal position of the water main.

#### Electronic Designating-Quality Level B

GeoPoint will utilize electromagnetic equipment to detect and designate toneable water main infrastructure within the scope as shown on the provided map. GeoPoint will provide paint markings and/or flags on the ground to show the approximate horizontal position of the water main.

#### Survey

- Vertical datum will be NAVD88 unless instructed otherwise in writing.
- Horizontal datum will be NAD83/2011 (State Plane Coordinates, Florida East Zone).

#### Utilities:

- Locate visible evidence of utilities pursuant to the FHWA/ASCE Quality Level C definition.
- Locate utility markings placed by GeoPoint's SUE crew to achieve FHWA/ASCE Quality B definition.

The results of the investigation will be marked in the field, surveyed and presented in CAD and PDF format.



The professional services that GeoPoint will provide under this Proposal/Agreement include, and are limited to, those described in the Scope of Services. All other services, including those listed below, are specifically excluded:

- Utility Design Services
- MOT/TTC
- Permitting
- Vacuum Excavation

Please note certain geophysical conditions may interfere with electronic designating, GPR and vacuum excavation results which may not effectively identify all underground utilities. Use of air lance to detect location of utilities may not detect all utilities present and is based on interval probe, depth and utility size.



**Fee Schedule:**

**Force Main Easement**

Description:	Fee Type:	Cost:
Fieldwork to Establish Boundary Lines of Osgood & Stetcher	Lump Sum	\$10,500.00
Prepare Sketch & Description of 150' Force Main Easement	Lump Sum	\$1,800.00
Stake Force Main Easement with Rods & Caps and Lathes	Lump Sum	\$7,900.00
	<b>Total:</b>	<b>\$20,200.00</b>

**Phase IA**

Description:	Fee Type:	Cost:
Topographic Route Survey of Open Road Rights of Way	Lump Sum	\$59,800.00
Topographic Survey of 5 Locations Outlined in Green	Lump Sum	\$28,400.00
Quality Level B Utility Designating	Lump Sum	\$52,000.00
	<b>Total:</b>	<b>\$140,200.00</b>

**Phase IB**

Description:	Fee Type:	Cost:
Topographic Route Survey (4,000-ft of Open Roadways)	Lump Sum	\$11,000.00
Quality Level B Utility Designating	Lump Sum	\$5,000.00
Topographic Survey of WWTP 14-Acre Site (Stetcher Parcel)	Lump Sum	\$11,800.00
Topographic Survey (East – West Route through Wetlands)	Lump Sum	\$14,800.00
Tree Location Survey (12" ABH – East West Route)***	Lump Sum	\$15,400.00
	<b>Total:</b>	<b>\$58,000.00</b>

\*\*\*NOTE: Tree Location Survey time of Completion Will Be Determined upon Starting the Field Work.

**Phase II**

Description:	Fee Type:	Cost:
Topographic Route Survey (16,000-ft of Open Roadways)	Lump Sum	\$29,000.00
Quality Level B Utility Designating	Lump Sum	\$25,000.00
	<b>Total:</b>	<b>\$54,000.00</b>

**Phase III**

Description:	Fee Type:	Cost:
Topographic Route Survey (23,000-ft of Open Roadways)	Lump Sum	\$41,000.00
Quality Level B Utility Designating	Lump Sum	\$38,000.00
	<b>Total:</b>	<b>\$79,000.00</b>

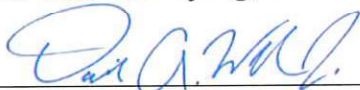
**Project Expenses**

Description:	Fee Type:	Cost:
Materials, Administration, Per Diem, and Meetings	Time & Materials	<b>NTE: \$20,000</b>

If the foregoing and the Terms and Conditions of the Contract in **Attachment "A"**, meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project.

Sincerely,

**GeoPoint Surveying, Inc.**

By:   
(Authorized Signature)

David A. Williams, P.S.M.  
President, Owner  
\_\_\_\_\_  
(Print Name and Title)

**Accepted By: Woodard & Curran**

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

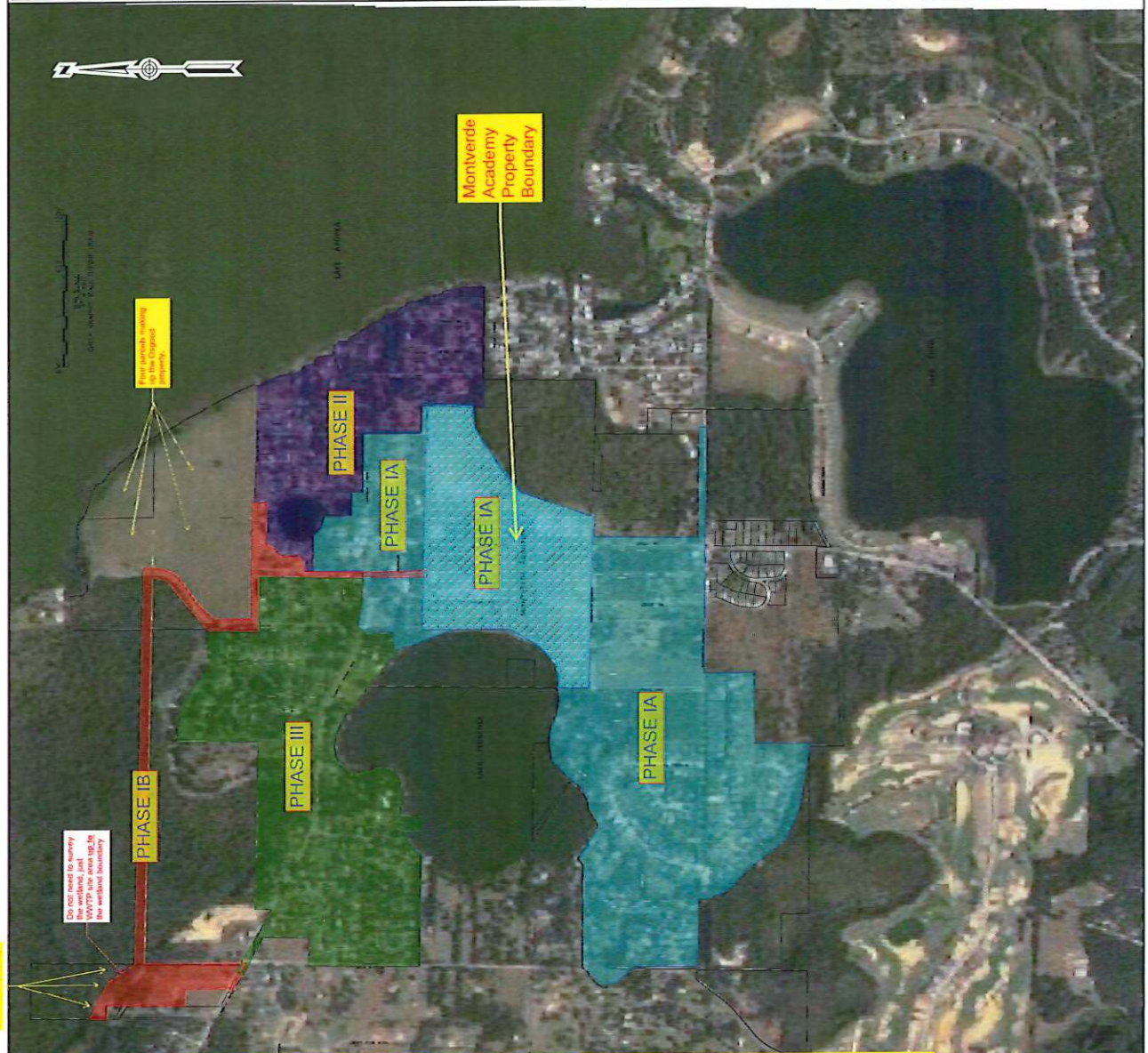
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**Sequence of Work**

Need drawings to be submitted progressively as survey work is completed.

1. Exhibit and legal description for easement across wetland - east/west and north/south
2. Stetcher property
3. Phase IB - master pump station and force main route
4. Phase IA - everything south of Montverde Academy
5. Phase IA - Montverde Academy
6. Phase IA - everything north of Montverde Academy
5. Phase II
6. Phase III



<p><b>Woodard &amp; Curran</b> 210 S. Pine Avenue, Suite 228 Boca Raton, FL 33433 561-993-8321   www.woodardcurran.com</p>		<p>THIS DOCUMENT IS THE PROPERTY OF WOODARD &amp; 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: _____</p>																																																												
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<p>NOT FOR CONSTRUCTION</p>		<p>TOWN OF MONTVERDE, FL WASTEWATER TREATMENT PLANT COLLECTION SYSTEM</p>	<table border="1"> <tr><td>NO. 1</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 2</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 3</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 4</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 5</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 6</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 7</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 8</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 9</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 10</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 11</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 12</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 13</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 14</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 15</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 16</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 17</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 18</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 19</td><td>DATE</td><td>BY</td></tr> <tr><td>NO. 20</td><td>DATE</td><td>BY</td></tr> </table>	NO. 1	DATE	BY	NO. 2	DATE	BY	NO. 3	DATE	BY	NO. 4	DATE	BY	NO. 5	DATE	BY	NO. 6	DATE	BY	NO. 7	DATE	BY	NO. 8	DATE	BY	NO. 9	DATE	BY	NO. 10	DATE	BY	NO. 11	DATE	BY	NO. 12	DATE	BY	NO. 13	DATE	BY	NO. 14	DATE	BY	NO. 15	DATE	BY	NO. 16	DATE	BY	NO. 17	DATE	BY	NO. 18	DATE	BY	NO. 19	DATE	BY	NO. 20	DATE	BY
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<p>TOWN OF MONTVERDE PLANTING AREA</p>		<p>FIGURE 1-1 SHEET</p>																																																													



FIGURE 2 - PHASE I AREA









FIGURE 4 - PHASE III AREA

Continued on  
FIGURE 1





**FIGURE 5 - AREA TO BE EXCLUDED FROM PHASE II SURVEY**  
(YELLOW HIGHLIGHTED AREA WITH RED BOUNDARY)





**FIGURE 6 - AREA TO BE EXCLUDED FROM PHASE II SURVEY**  
(YELLOW HIGHLIGHTED AREA WITH RED BOUNDARY)





## Attachment "A" Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "Documents") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.



## Attachment "A" Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

**RESOLUTION NO. 2023-99**



**RESOLUTION 2023-99**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MONTVERDE, FLORIDA, APPROVING THE AMENDED AND RESTATED CONTRACT FOR MUNICIPAL INSPECTION SERVICES BETWEEN THE TOWN OF MONTVERDE, FLORIDA AND ALPHA INSPECTIONS INC.; AMENDED TO EXCLUDE TOWN BUILDINGS AND TOWN PROJECTS, TO EXTEND THE TERM OF AGREEMENT, AND TO INCLUDE STATUTORILY REQUIRED LANGUAGE SINCE THE ORIGINAL AGREEMENT WAS APPROVED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Montverde requires a highly qualified professional inspector to perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems, inclusive of professional building and mechanical inspection services; and

**WHEREAS**, Alpha Inspections, Inc., a Florida corporation, proposes to provide inspections and professional building and mechanical inspection services meeting the needs of the Town; and

**WHEREAS**, the Town and Alpha Inspections, Inc entered into that certain Contract for Municipal Inspection Services between the Town of Montverde and Alpha Inspections Inc. dated July 31, 2019 with a five year initial term (the "Agreement"); and

**WHEREAS**, the Town desires to exclude Town buildings and projects from the requirement to pay a percentage of building permit fees to Alpha Inspections, Inc., and Alpha Inspections, Inc. desires to extend the term of agreement; and

**WHEREAS**, the parties desire to amend and restate the terms and conditions of the Agreement; and

**WHEREAS**, the Town Council finds the terms beneficial to the Town of Montverde and desires to approve the amended and restated agreement with the terms and conditions outlined therein and is authorized to do so pursuant to Ch. 166, Florida Statutes.

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

Section 1. The Amended and Restated Contract for Municipal Inspection Services between the Town of Montverde and Alpha Inspections, Inc., a copy of which is attached hereto, is approved.

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

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

PASSED AND RESOLVED this \_\_\_ day of December 2023, by the Town Council of the Town of Montverde, Florida.

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

Attest:

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

Approved as to form and legality:

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

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

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

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

ALPHA INSPECTIONS, INC  
15141 Bridgedale CT.  
Clermont, FL 34715

## **Amended and Restated Contract for Municipal Inspection Services ("Agreement")**

THIS AGREEMENT is made as of this day \_\_\_ of December , 2023, ("Effective Date") between Alpha Inspections, Inc., a Florida corporation, who address is 15141 Bridgedale Court, Clermont, Florida 34715 ("Agency") and the Town of Montverde, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose physical address is 17404 Sixth St. and mailing address is P.O. Box 560008, Montverde, Florida 34756 ("Municipality").

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

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

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

1. The Agency will provide for the Municipality inspectors whose duties shall be the inspection of new construction, including plan review and field inspections and other such installations as required by the Municipality.
2. All inspectors shall be BCAI certified in construction, HVAC, Electrical and Plumbing or as otherwise required by the State of Florida, for the disciplines in which they practice .
3. Within the limitations set forth in §768.28, Florida Statutes (\$200,000/\$300,000), the **City Municipality** shall indemnify and hold harmless the Agency for property damage or bodily injury caused by the negligent acts of the **City's Municipality's** officers and employees in connection with this Agreement. This indemnity provision is not intended as a waiver of the **City's Municipality's** common law right of sovereign immunity, as adopted in §2.01, Florida Statutes. The Agency agrees to indemnify the Municipality, its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the Agency, and causing injury to any person or persons or property, whomsoever and whatsoever. The Agency agrees to, always, at its expense, carry comprehensive general liability insurance in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). A certificate of insurance indicating that such policies are in full force and effect will be supplied to the Municipality. The Municipality



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

4. All permit fees for the services performed by the Agency for the Municipality shall be collected by the Municipality, except for permit fees paid for ~~CityTown~~-owned buildings or projects, for which the Agency shall not be entitled to any percentage. The amount of the permit fees to be collected by the Municipality is set forth in Exhibit I (Fee Schedule) of this Agreement and represents the minimum fees that may be collected by the Municipality, which may be amended from time to time by the ~~City-Town~~ Council. The Municipality shall compensate the Agency at a rate of sixty-five percent (65%) of the permit fees collected for eligible services. The Agency shall invoice the Municipality for the services provided monthly. The Municipality shall pay the invoiced amounts to the Agency within thirty (30) days from the date that the invoice is delivered to the Municipality. In the event that payment is not made by the date due, then past due amounts shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is less. In addition, if the Municipality fails to make payment when due, and such failure continues for five business days after written notice from Agency, then Municipality shall be in default of its obligations under this Agreement. If the Municipality disputes the amounts set forth in an invoice, the Municipality shall pay to the Agency all undisputed amounts by the date due and submit written notice of the disputed amount, with details of the nature of the dispute and the services disputed. Disputes must be submitted in writing within thirty (30) days of the date of delivery of the invoice. If the dispute is resolved against the Municipality, then the Municipality shall pay such amounts plus interest (1.5% per month) occurring since the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed, and then to the oldest to newest principal owed.

5. The Municipality shall provide a permit tech who's duties shall include calculating permit fees, documenting inspection and permit activity, providing reports to outside agencies as needed, answering phone calls related to permits, and other duties normally associated with the permit tech job title, or as mutually agreeable to the Municipality.

6. From time to time, at the direction of the Municipality, the Agency shall perform inspections for which no permit fee is required to be collected by the Municipality such as complaints and property maintenance inspections, and inspections from permits issued prior to the effective date of this contract. The Agency shall perform such inspections and forward the results and findings to the appropriate person(s). The Municipality shall compensate the Agency for any such activities, inspections, reports and meetings relating to such duties where a fee is not generated at a rate of \$65.00 per hour, during normal business hours and \$150.00 per hour during holidays, nights and weekends.

7. The Agency will recognize the Municipality's Holiday schedule in the Agency's time off policy. The Municipality shall provide the Agency with an annual Holiday schedule. During official holidays, no inspections or office hours will be performed unless previously approved by the Town ~~Mayor~~Manager.

8. During the term of this Agreement, and for a period of six (6) months after termination of this Agreement, the Municipality shall not knowingly negotiate, solicit, employ, contract or hire,



any inspector or employee of the Agency, or any former inspector or employee of the Agency who had been employed with the Agency within the previous six (6) months. If the Municipality breaches Paragraph 8 of this Agreement, the Municipality agrees that on request by the Agency the Municipality will discharge that employee or pay to the agency a fee of fifty thousand dollars. Such prohibition of employment or contracting with the former employee of the Agency shall include the employment or contracting by the Municipality of any individual, corporation, partnership, limited liability company, or other entity, in which the former employee of the Agency is employed or contracted. The remedies set forth herein are in addition to any other remedies provided by law. The rights and obligations of this Paragraph 8 shall survive the term and expiration or termination of this Agreement.

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

10. The term of this Agreement shall be five (5) years, commencing on the Effective Date of this Agreement (~~“(Term”)~~). Either party may terminate this Agreement ~~“for cause”~~ upon written notice to the other party. "For cause" shall be defined as a breach or failure to adhere with the obligations, terms or conditions of this Agreement. Termination “for cause”, relating to breaches or failures to adhere other than payment (as set forth in Paragraph 4) shall only be permitted in the event that the breach or failure to adhere with the obligations, terms or conditions of this Agreement continue for sixty (60) days after delivery of written notice to the breaching party. If the breach or failure is related to payment for services invoiced, then the time provisions in Paragraph 4 shall control. If the “for cause” is of the type that should not be permitted to be cured, then the non-breaching party shall give the breaching party one hundred twenty (120) days' notice, in writing, after which the Term of the Agreement shall be terminated. If the Agreement is terminated "for cause" the Municipality shall compensate the Agency on or before the effective date of the termination, for all services provided prior, through and including the effective date of termination. In addition, the Agreement may be terminated by either party, “without cause” for any reason or no reason, with sixty (60) days written notice. The Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided ~~“prior to”~~, through and including the effective date of the termination.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.

12. This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.



13 . Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. The Municipality shall provide for the Agency office space, applicable forms, desks, desk chairs, file cabinets, local phone service and use of a computer, photocopier, and fax machine for the Agency during the Term of this Agreement. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.

15 . The Agency agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.

16. The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.

17. Any individuals signing on behalf of legal entities represents, by their signature, that they have the authority to bind that legal entity.

18. Public Records.

A. Agency shall maintain public records required by Municipality to ~~perform~~perform the services.

B. Upon request from Municipality's custodian of public records, Agency shall provide Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes or as otherwise provided by Law.

C. Agency shall ensure that records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Agency does not transfer the records to Municipality.

D. Upon completion of this contract, the Agency shall transfer, at no cost, to Municipality all public records in possession of Agency or keep and maintain public records required by Municipality to perform the service. If the Agency transfers all public records to Municipality upon completion of the contract, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the contract, Agency shall meet all applicable requirements for ~~retaining~~retaining public records. All records stored electronically must be provided to Municipality upon request from Municipality's custodian of public records, in a format that is compatible with the information technology systems of Municipality.

E. IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK'S OFFICE  
TOWN OF MONTVERDE  
17404 Sixth St.  
P.O. Box 560008 MONTVERDE, FL 34756  
[mayor-townmanager@mymontverde.com](mailto:mayor-townmanager@mymontverde.com)  
(407) 469-2681

19. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of such an event.

20. Any notices provided by one party to the other party pursuant to this Agreement shall be in writing and deemed given on (i) the date delivered, if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend, legal holiday or after 5:00 pm on a business day); or (ii) the business day after dispatch if sent by overnight courier; or (iii) the third business day after dispatch if sent by US Mail. All notices shall be addressed as follows:

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

IF TO MUNICIPALITY:  
TOWN OF MONTVERDE  
Attn: Town ~~Mayor-Manager~~  
17404 Sixth St.  
P.O. Box 560008  
MONTVERDE, FL 34756

21. Agency agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants and employees are treated without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.



22. Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Agency to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Agency, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Municipality shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract prices, or otherwise recover, the full amount of such fee, commission, percentage, give or consideration in accordance with F.S. 287.055(6)(a).
23. This Agreement is subject to Chapter 112, Florida Statutes (2023), and Agency shall disclose the name of any officer, director, employee, or other agent who is also an employee of the Municipality. The Agency shall also disclose the name of any Town of Montverde employee who owns, directly or indirectly, more than a five percent (5%) interest in the Agency's, or its affiliates, business entity.
24. Agency shall cooperate with the Municipality in complying with §282.3185, and §501.171, Florida Statutes (2023), and shall be familiar with timely incident reporting, response activities/fact gathering, notification requirements, severity level assessment, and after-action reporting. Agency shall notify the Municipality immediately of any suspected or known breach of security, cyber security incident or ransomware incident. Agency shall require its employees performing services under this Agreement and having access to the Municipality's network to complete the basic cybersecurity training within 30 days of having access to the Municipality's network and annually thereafter. Municipality will allow Agency's employees to participate in any such training provided by or on behalf of the Municipality for its own employees.
25. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Agency acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Agency to perform employment duties within Florida during the term of the contract; and
  - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Agency to perform work pursuant to the contract with the Municipality. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Municipality.



By entering into this Agreement, the Agency becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Agency attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Agency agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Agency may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Agency will also be liable for any additional costs to Municipality incurred as a result of the termination of this Agreement in accordance with this Section.

26. Agency hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If Municipality determines that Agency has falsely certified facts under this paragraph or if Agency is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, Municipality will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The Municipality reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended. See Sections 287.135 and 215.473, Florida Statutes.

27. Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Agency hereby certifies that neither it nor its affiliates have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Agency must notify the Municipality immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Agency under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, as amended from time to time, for Category Two (\$35,000) as may be amended, for a



period of thirty-six (36) months from the date of being placed on the convicted vendor list.

28. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Agency under a new contract with a public entity; and may not transact new business with a public entity. §287.137(2)(a) – (3)(a), Florida Statutes. Agency has a continuing duty to disclose to the Municipality if the Agency or any of its affiliates are placed on the Antitrust Violator Vendor List.
29. The Municipality will inform Agency in writing of changes in Florida's Public Records Law applicable to this Agreement and Agency's responsibilities hereunder. Additionally, Agency may consult with the Municipality's clerk's office and town attorney in responding to public records requests or relating to Agency's responsibilities under this Agreement relating to public records.

*SIGNATURE PAGE FOLLOWING*



*CONTRACT FOR MUNICIPAL INSPECTION SERVICES*  
*SIGNATURE PAGE*

**TOWN OF MONTVERDE, FLORIDA**

\_\_\_\_\_  
Paul Larino, Town Manager

Attest:

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

\_\_\_\_\_  
Date

**ALPHA INSPECTIONS, INC.,**  
A Florida corporation,

\_\_\_\_\_  
Jennifer Murphy, President

\_\_\_\_\_  
Date

## **REMINDERS AND ADJOURNMENT**