



SPECIAL CITY COUNCIL MEETING

September 20, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

AMENDED AGENDA

(Addition of Item No. 7)

CALL TO ORDER

Invocation

Flag Salute

ROLL CALL

PUBLIC PARTICIPATION: For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11)

PRESENTATIONS

Jay Strother, Principal, Highbanks Learning Center

DeBary Dinosaur Costume Committee Recognition

NEW BUSINESS

1. City Manager is requesting the City Council adopt Resolution No. 2023-12 to set the final millage rate of 2.9247 for the levy of ad valorem tax for fiscal year 2023-2024. The final millage rate of 2.9247 is 7.65% above the computed rolled back rate of 2.7168.
2. City Manager is requesting the City Council adopt Resolution No. 2023-13 for the final annual operating budget for fiscal year 2023-2024.
3. The Parks and Recreation Department is requesting Council approve the annual renewal for the Gateway Center for the Arts Facility Use Agreement.
4. Staff is requesting the City Council approve Resolution No. 2023-17 adopting an official list of City-owned real property appropriate for use as affordable housing, pursuant to Florida Statute 166.0451(1).
5. Staff is requesting City Council approve Resolution No. 2023-21 for establishing the determination for the respective maintenance responsibilities of the City and FDOT for the Integra and Town Park projects.
6. Staff requests City Council approve the Vacant Land Contract to purchase 114 vacant platted lots owned by Richard D Carlson, which is generally located south of DeBary Mansion.
7. City Manager is requesting City Council approve Resolution No. 2023-22, opposing the construction of the Belvedere Fuel Farm near Ormond Beach.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

DATE OF UPCOMING MEETING / WORKSHOP

Regular City Council Meeting October 4, 2023, 6:30 p.m.

ADJOURN

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



**City Council Meeting
City of DeBary
AGENDA ITEM**

Subject: Resolution No. 2023-12 Final Millage Rate for FY 2023-2024	Attachments: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date September 20, 2023	

REQUEST

City Manager is requesting the City Council adopt Resolution 2023-12 to set the final millage rate of 2.9247 for the levy of ad valorem tax for fiscal year 2023-2024. The final millage rate of 2.9247 is 7.65% above the computed rolled back rate of 2.7168.

PURPOSE

This is the second of two (2) required public hearings at which the ad valorem millage rate for fiscal year 2023-2024 will be considered and voted upon. Resolution 2023-12 establishes the final ad valorem millage rate. The first public hearing and adoption of the tentative millage rate of 2.9247 was held on September 6, 2023 at 6:30pm. The 2.9247 millage rate is also stated as \$2.9247 per thousand dollars of taxable property value.

CONSIDERATIONS

The City Council sets the ad valorem millage rate for fiscal year 2023-2024. The ad valorem millage rate sets the amount of revenue needed to fund the annual operating budget for the same fiscal year.

COST/FUNDING

N/A

RECOMMENDATION

It is recommended that the City Council adopt Resolution 2023-12, setting the final ad valorem millage rate of 2.9247 for fiscal year 2023-2024.

IMPLEMENTATION

N/A

ATTACHMENTS

Resolution 2023-12

RESOLUTION NO. 2023-12

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA;
ADOPTING A FINAL MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR
FISCAL YEAR 2023-2024 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE
CITY OF DEBARY, FLORIDA.**

WHEREAS, the Volusia County Property Appraiser has certified the quantity of taxable property within the City of DeBary for Fiscal Year 2023-2024; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of DeBary has been certified by the Volusia County Property Appraiser as \$2,942,288,370 as of January 1, 2023.

WHEREAS, the City of DeBary, Volusia County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Council of the City of DeBary adopted a tentative millage rate of 2.9247 and set the final budget hearing for September 20, 2023, at 6:30 p.m., in the Council Chambers at City Hall, 16 Colomba Road, DeBary, Florida.

IT IS HEREBY RESOLVED BY THE CITY OF DeBARY AS FOLLOWS:

SECTION 1. The City Council hereby adopts and imposes a millage rate of 2.9247 for ad valorem taxation within the City of DeBary, Florida for the 2023-2024 fiscal year. This final ad valorem millage rate will be levied upon the 2023 Tax Assessment Roll for ad valorem tax on all taxable property located within the City of DeBary and is to be used for the City's fiscal year beginning October 1, 2023 and ending September 30, 2024. The 2.9247 millage rate is also stated as \$2.9247 per thousand dollars of taxable property value.

SECTION 2. The ad valorem millage rate to be levied upon all taxable property located within the City of DeBary is 2.9247, which is 7.65% higher than the computed rolled-back rate of 2.7168.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 20th day of September 2023.

ATTEST:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Annette Hatch, CMC, City Clerk

Karen Chasez, Mayor



City Council Meeting City of DeBary AGENDA ITEM

Subject: Resolution No. 2023-13 Final Budget for FY 2023-2024	Attachments: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date September 20, 2023	

REQUEST

City Manager is requesting the City Council adopt Resolution 2023-13 for the final annual operating budget for fiscal year 2023-2024.

PURPOSE

This is the second of two (2) required public hearings at which the operating budget for fiscal year 2023-2024 will be considered and voted upon. Resolution 2023-13 establishes the final annual operating budget. The first public hearing and adoption of the tentative budget was held on September 6, 2023 at 6:30pm.

CONSIDERATIONS

The City Council sets the annual operating budget which is the plan to meet goals and objectives as discussed throughout the planning process. There have been a few adjustments made to the tentative budget to arrive at the final budget because the State adjusted their projections for two revenue sources.

- State Revenue Sharing and Half Cent Sales Tax projections increased approximately \$20,000 combined
- Alexander Island parking lot (engineering) with an estimated cost of \$20,000

RECOMMENDATION

It is recommended that the City Council adopt Resolution 2023-13, setting the final annual operating budget for fiscal year 2023-2024.

ATTACHMENTS

Resolution 2023-13
Annual Operating Budget for Fiscal Year 2023-2024

RESOLUTION NO. 2023-13

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA;
ADOPTING THE FINAL ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Manager of the City of DeBary, Florida, has submitted to the City Council of the City of DeBary the Recommended Annual Operating Budget for Fiscal Year 2023-2024 in accordance with State law; and

WHEREAS, the City Charter requires that the City Council of the City of DeBary adopt its Annual Operating Budget by Resolution on or before the 30th day of September; and

WHEREAS, the City Charter requires the adoption of the City's Annual Operating Budget prior to any expenditures of City funds.

IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. The City Council hereby adopts the Final Annual Operating Budget, for the City of DeBary, Florida for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 20th day of September 2023.

ATTEST:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Annette Hatch, CMC, City Clerk

Karen Chasez, Mayor



CITY OF DEBARY
Adopted Annual Operating Budget
October 1, 2023—September 30, 2024
Presented September 20, 2023



CITY OF DEBARY
ADOPTED ANNUAL OPERATING BUDGET
FOR FISCAL YEAR 2023-24
Presented September 20, 2023



CITY COUNCIL

KAREN CHASEZ

PHYLLIS BUTLIEN

WILLIAM SELL

JIM PAPPALARDO

PATRICIA STEVENSON

MAYOR

VICE MAYOR

SEAT #1

SEAT #2

SEAT #3

Carmen Rosamonda

Elizabeth Bauer, CGFO

City Manager

Finance Director



**ORGANIZATIONAL STRUCTURE
ADOPTED FY 2024**

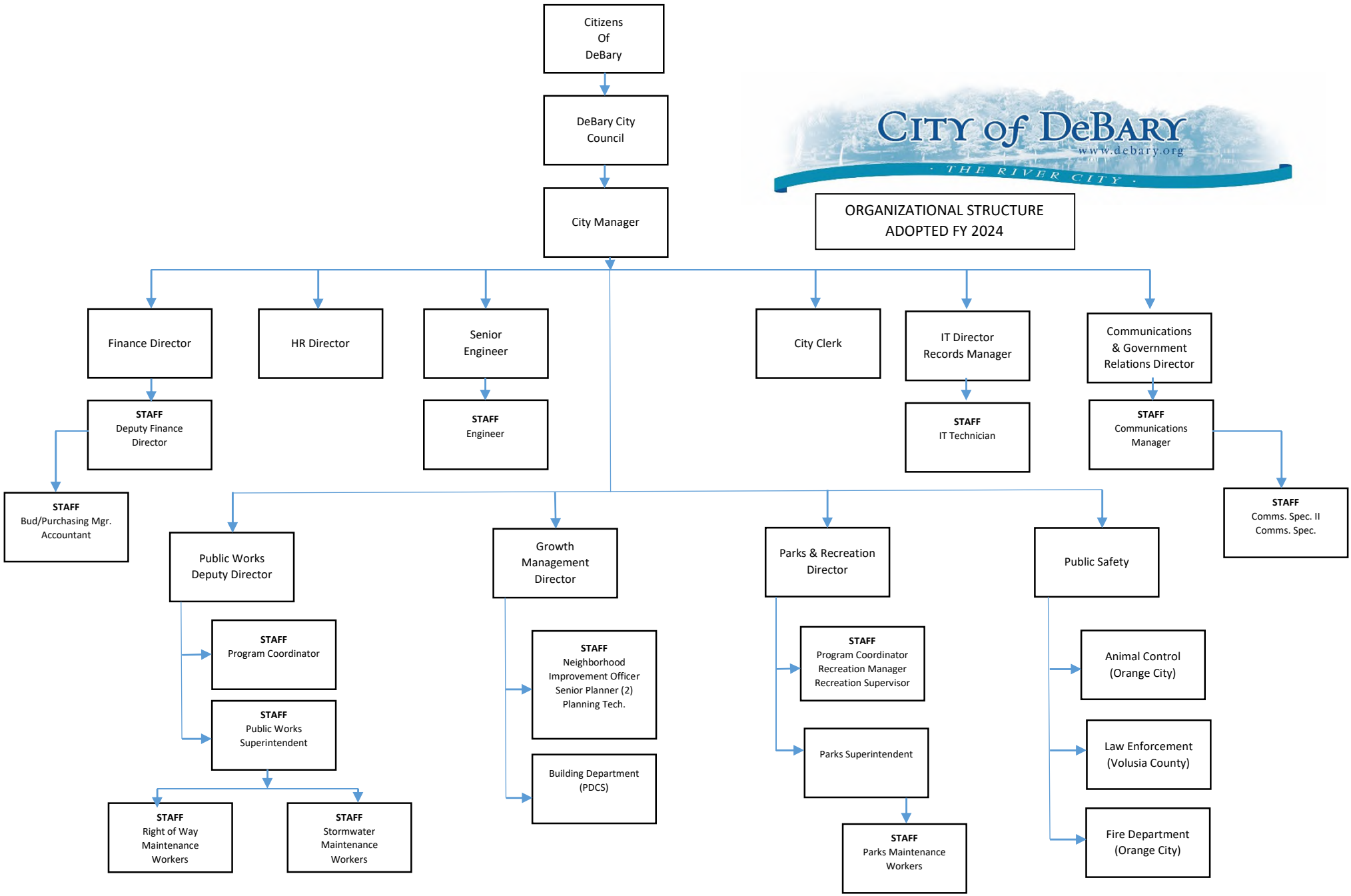


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**City of DeBary
Budget FY 2024
Total Revenue - All Funds**

	FY 2024 Adopted	FY 2023 Adopted	FY 2022 Actual	Amount Change	Percent Change
General Fund :					
Taxes	\$ 11,191,557	\$ 10,263,842	\$ 9,786,588	\$ 927,715	9.0%
Permits & Fees	1,544,250	944,250	1,329,335	600,000	63.5%
Intergovernmental	5,376,446	3,689,111	2,796,103	1,687,335	45.7%
Charges for Services	272,200	279,200	280,338	(7,000)	-2.5%
Fines & Forfeitures	17,000	17,000	98,242	-	0.0%
Miscellaneous	317,700	111,323	718,941	206,377	185.4%
Transfers In	637,315	609,091	607,731	28,224	4.6%
Debt/Loan Proceeds	-	-	-	-	0.0%
Subtotal	19,356,468	15,913,817	15,617,279	3,442,651	21.6%
Balance Forward	11,740,616	10,451,183	-	1,289,433	12.3%
General Fund Total	31,097,084	26,365,000	15,617,279	4,732,084	17.9%
SPECIAL REVENUE FUNDS:					
Solid Waste Fund - 101	2,165,000	2,018,000	1,916,018	147,000	7.3%
Streetlighting District Fund - 105	527,230	513,450	512,746	13,780	2.7%
Orlandia Heights NI District - 115	112,575	112,575	114,117	-	0.0%
Stormwater Assessment - 120	1,810,000	2,520,849	2,365,221	(710,849)	-28.2%
Tree Preservation - 121	-	-	10,000	-	0.0%
Franchise Fee Fund - 125	820,000	820,000	980,804	-	0.0%
New Local Option Gas Tax - 126	235,293	243,915	231,274	(8,622)	-3.5%
Southwest Sector Mobility Fee Trust	200,050	200,050	557,942	-	0.0%
Parks Benefit Impact Fee - 128	100,000	100,000	151,208	-	0.0%
Public Bldg Bene Imp Fee - 129	50,000	45,000	52,901	5,000	11.1%
Economic Opportunity Fund - 130	53,331	53,333	51,587	(2)	0.0%
Subtotal	6,073,479	6,627,172	6,943,818	(553,693)	-8.4%
Balance Forward - All SRF	6,078,580	5,013,697	-	1,064,883	21.2%
Sp Rev Fd Total	12,152,059	11,640,869	6,943,818	511,190	4.4%
DEBT SERVICE FUND:					
Ft Fl Water Main - 210	-	-	74,753	-	0.0%
Balance Forward	-	25,800	-	(25,800)	-100.0%
Fire Station - 211	-	50,479	302,855	(50,479)	-100.0%
Balance Forward	-	249,965	-	(249,965)	-100.0%
Debt Service Total	-	326,244	377,608	(326,244)	-100.0%
CAPITAL PROJECTS FUND:					
ARPA Capital Projects - 300	-	670,687	10,000,000	(670,687)	-100.0%
FT FL RD Bridge - 310	2,000,000	-	-	2,000,000	0.0%
Fire Station - 311	5,150,000	-	-	5,150,000	0.0%
FT FL RD Improvement - 312	2,500,000	-	-	2,500,000	0.0%
Balance Forward	2,800,000	9,027,242	-	(6,227,242)	-69.0%
Capital Projects Total	12,450,000	9,697,929	10,000,000	2,752,071	28.4%
TOTAL REVENUES	\$ 55,699,143	\$ 48,030,042	\$ 32,938,705	\$ 7,669,101	16.0%

**City of DeBary
Budget FY 2024
Total Expenditures- All Funds**

	FY 2024 Adopted	FY 2023 Adopted	FY 2022 Actual	Amount Change	Percent Change
General Fund :					
City Council - 1100	\$ 225,023	\$ 190,231	\$ 107,488	\$ 34,792	18.3%
City Manager - 1200	1,023,975	829,198	672,424	194,777	23.5%
Finance - 1300	550,099	486,964	430,093	63,135	13.0%
Legal Services - 1400	351,500	351,500	239,914	-	0.0%
General Government - 1900	475,556	758,128	292,278	(282,572)	-37.3%
Information Technology - 1910	403,850	300,556	292,806	103,294	34.4%
Law Enforcement - 2100	4,003,525	3,986,025	3,754,677	17,500	0.4%
Fire Services - 2200	2,396,076	5,044,151	2,250,034	(2,648,075)	-52.5%
Development Sv - 1500,2401,2,3	2,071,324	1,621,551	1,690,878	449,773	27.7%
Engineering - 1510	245,346	-	-	245,346	0.0%
Safety & Training - 2500	-	-	87,242	-	0.0%
Public Works - 4100	1,278,949	1,511,221	2,557,658	(232,272)	-15.4%
Health Services - 6200	102,000	99,732	81,005	2,268	2.3%
Parks & Recreation - 7201,2,3,4	6,710,463	2,104,081	1,653,037	4,606,382	218.9%
Capital Imp Budget - 9000	-	-	-	-	0.0%
Transfers Out - 9002	1,990,000	50,479	302,855	1,939,521	3842.2%
Subtotal	21,827,686	17,333,817	14,412,389	4,493,869	25.9%
Reserves	9,269,398	9,031,183	-	238,215	2.6%
General Fund Total	31,097,084	26,365,000	14,412,389	4,732,084	17.9%
SPECIAL REVENUE FUNDS:					
Solid Waste Fund - 101	2,150,000	2,018,000	1,819,291	132,000	6.5%
Streetlighting District Fund - 105	538,042	536,644	443,231	1,398	0.3%
Orlandia Heights NI District - 115	112,575	112,575	167,170	-	0.0%
Stormwater Assessment - 120	2,771,831	2,547,781	2,411,704	224,050	8.8%
Tree Preservation - 121	15,000	15,000	22,200	-	0.0%
Franchise Fee Fund - 125	1,692,815	964,000	798,764	728,815	75.6%
New Local Option Gas Tax - 126	760,000	754,915	-	5,085	0.7%
Southwest Sector Mobility Fee Trust	700,000	-	199,133	700,000	0.0%
Parks Benefit Impact Fee - 128	200,000	200,000	-	-	0.0%
Public Bldg Bene Imp Fee - 129	150,000	-	-	150,000	0.0%
Economic Opportunity Fund - 130	68,500	68,500	7,731	-	0.0%
Subtotal	9,158,763	7,217,415	5,869,224	1,941,348	26.9%
Reserves - All SRF	2,993,296	4,423,454	-	(1,430,158)	-32.3%
Sp Rev Fd Total	12,152,059	11,640,869	5,869,224	511,190	4.4%
DEBT SERVICE FUND:					
Ft FI Water Main - 210	-	25,800	85,119	(25,800)	-100.0%
Unappropriated	-	-	-	-	0.0%
Fire Station - 211	-	300,444	300,290	(300,444)	-100.0%
Reserves	-	-	-	-	0.0%
Debt Service Total	-	326,244	385,409	(326,244)	-100.0%
CAPITAL PROJECTS FUND:					
ARPA Capital Projects - 300	2,800,000	3,670,687	1,033,766	(870,687)	-23.7%
FT FL RD Bridge - 310	2,000,000	-	-	2,000,000	0.0%
Fire Station - 311	5,150,000	-	-	5,150,000	0.0%
FT FL RD Improvement - 312	2,500,000	27,242	-	2,472,758	9077.0%
Reserves - All Capital	-	6,000,000	-	(6,000,000)	-100.0%
Capital Projects Total	12,450,000	9,697,929	1,033,766	2,752,071	28.4%
TOTAL EXPENDITURES	\$ 55,699,143	\$ 48,030,042	\$ 21,700,789	\$ 7,669,101	16.0%

GENERAL FUND - REVENUES

General Fund :	FY24 Adopted	FY23 Adopted	FY22 Actual	Percent Change
Taxes	11,191,557	10,263,842	9,786,588	9.04%
Permits & Fees	1,544,250	944,250	1,329,335	63.54%
Intergovernmental	5,376,446	3,689,111	2,796,103	45.74%
Charges for Services	272,200	279,200	280,338	-2.51%
Fines & Forfeitures	17,000	17,000	98,242	0.00%
Miscellaneous	317,700	111,323	718,941	185.39%
Transfers In	637,315	609,091	607,731	4.63%
Debt/Loan Proceeds	0	0	0	0.00%
Subtotal	19,356,468	15,913,817	15,617,279	21.63%
Carry Forward	11,740,616	10,451,183	0	12.34%
Total General Fund	31,097,084	26,365,000	15,617,279	17.95%

GENERAL FUND - EXPENDITURES

General Fund :	FY24 Adopted	FY23 Adopted	FY22 Actual	Percent Change
City Council - 1100	225,023	190,231	107,488	18.29%
City Manager - 1200	1,023,975	829,198	672,424	23.49%
Finance - 1300	550,099	486,964	430,093	12.97%
Legal Services - 1400	351,500	351,500	239,914	0.00%
General Government - 1900	475,556	758,128	292,278	-37.27%
Information Technology - 1910	403,850	300,556	292,806	34.37%
Law Enforcement - 2100	4,003,525	3,986,025	3,754,677	0.44%
Fire Services - 2200	2,396,076	5,044,151	2,250,034	-52.50%
Development Sv - 1500,2401,2,3	2,071,324	1,621,551	1,690,878	27.74%
Engineering - 1510	245,346	0	0	0.00%
Safety & Training - 2500	0	0	87,242	0.00%
Public Works - 4100	1,278,949	1,511,221	2,557,658	-15.37%
Health Services - 6200	102,000	99,732	81,005	0.00%
Parks & Recreation - 7201,2,3,4	6,710,463	2,104,081	1,653,037	218.93%
Transfers Out - 9002	1,990,000	50,479	302,855	3842.23%
Subtotal	21,827,686	17,333,817	14,412,389	25.93%
Reserves	9,269,398	9,031,183	0	2.64%
Total General Fund	31,097,084	26,365,000	14,412,389	17.95%

Fund 001 - General Fund - Revenues FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-3100-000-0000	TAXES:			
001-3100-311-1000	Current Ad Valorem Taxes	8,200,000	7,440,000	6,866,752
001-3100-311-2000	Delinquent Ad Valorem Taxes	10,000	10,000	45,746
001-3100-312-4100	Local Option Gas Tax	345,718	325,895	320,723
001-3100-314-1000	Utility Tax - Electric	1,900,000	1,800,000	1,850,688
001-3100-314-8000	Utility Tax - Propane Gas	60,000	60,000	89,723
001-3100-315-0000	Communications Services Tax	675,839	627,947	612,956
	Total Taxes	11,191,557	10,263,842	9,786,588
001-3200-000-0000	PERMITS & FEES:			
001-3200-322-0000	Building Permits	1,500,000	900,000	1,287,743
001-3200-329-1500	Driveway, Sign, and Use Permits	-	-	2,000
001-3200-329-1510	Stormwater Review Fees	20,000	20,000	11,200
001-3200-329-1200	Fire Inspection Fees - City	9,000	9,000	10,782
001-3200-329-1310	Fire Inspection Fees -Debary - BTR	9,000	9,000	10,635
001-3200-329-5000	Golf Cart Permits	6,250	6,250	6,975
	Total Permits & Fees	1,544,250	944,250	1,329,335
001-3300-000-0000	INTERGOVERNMENTAL REVENUE:			
001-3300-331-2000	Grant - Federal - FEMA - Public Safety	-	-	-
001-3300-331-5010	Grant - Federal - FEMA	-	-	4,953
001-3300-331-7000	Grant Income - CDBG	60,259	62,654	59,436
001-3300-331-7001	Grant Income - CDBG II	-	-	-
001-3300-331-7010	Grant - ECHO - Alexander Island	2,500,000	-	-
001-3300-331-7010	Grant - ECHO - Dog Park	15,000	-	-
001-3300-334-2000	Grant - State - Public Safety	-	1,250,000	-
001-3300-334-4900	Grant - State - Other Transportation	-	-	245,805
001-3300-334-4900	Grant - State - Other Transportation	225,000	-	-
001-3300-334-5000	Grant - State - FEMA	-	-	-
001-3300-335-1200	State Revenue Sharing	935,695	863,800	921,363
001-3300-335-1400	Mobile Home Licenses	16,000	16,000	16,922
001-3300-335-1500	Beverage Licenses	6,606	6,000	7,427
001-3300-335-1800	Half Cent Sales Taxes	1,617,886	1,490,657	1,540,196
	Total Intergovernmental	5,376,446	3,689,111	2,796,103
001-3400-000-0000	CHARGES FOR SERVICES:			
001-3400-341-9200	Planning Development Fees	50,000	50,000	44,176
001-3400-341-9210	Planning - Permit Fees	5,000	5,000	9,800
001-3400-344-9000	Svc Chrgs-Other Transpntn. Charges - FDOT	43,000	50,000	65,559
001-3400-346-4000	Animal Control Fees	500	500	342
001-3400-347-2000	Recreation Fees	80,000	80,000	98,147
001-3400-347-2100	Summer Camp Fees	82,200	82,200	45,972
001-3400-347-2200	Pavilion/Field/Hall Rentals	11,000	11,000	16,044
001-3400-347-4000	Special Events Fees	500	500	298
	Total Charges for Services	272,200	279,200	280,338
001-3500-000-0000	FINES & FORFEITURES:			
001-3500-351-1000	Court Fines & Forfeitures	5,000	5,000	13,078
001-3500-354-0000	Code Enforcement Fines	12,000	12,000	85,165
	Total Fines & Forfeitures	17,000	17,000	98,242

Fund 001 - General Fund - Revenues FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-3600-000-0000	MISCELLANEOUS:			
001-3600-361-1000	Interest Income	220,000	15,000	96,839
001-3600-361-3000	Net Inc/(Dec)in Fair Value of Investments	-	-	-
001-3600-364-0000	Sale of General Capital Assets	-	-	-
001-3600-366-0000	Donations	5,000	5,000	20,000
001-3600-366-0001	Donations - Babe Ruth	-	-	-
001-3600-369-9000	Miscellaneous Income	20,000	20,000	519,637
001-3600-369-9025	Lien Search Fees/PIO Requests	20,000	20,000	32,028
001-3600-369-9040	Contract Oversight	52,700	51,323	50,438
	Total Miscellaneous	317,700	111,323	718,941
001-3800-000-0000	OTHER SOURCES:			
001-3800-381-0101	Transfer from Solid Waste Fund	-	-	-
001-3800-381-0120	Transfer from Stormwater Fund	-	-	-
001-3800-381-0210	Transfer from Ft Fl Rd Debt Svc	-	591	-
001-3800-381-0125	Transfer from Franchise Fee Fund	628,815	600,000	600,000
001-3800-381-0126	Transfer from New Local Option Gas Tax	-	-	-
001-3800-381-0128	Transfer from Parks Impact Fee	-	-	-
001-3800-381-0129	Transfer from Public Building Benefit Impact	-	-	-
001-3800-381-0130	Transfer from Economic Opportunity Fund	8,500	8,500	7,731
001-3800-384-0000	Debt Proceeds	-	-	-
	Total Other Sources	637,315	609,091	607,731
001-3800-389-9000	Prior Year Carry Forward - Unassigned	9,161,222	9,070,813	-
001-3800-389-9001	Prior Year Carry Forward - Assigned	2,471,218	1,250,000	-
001-3800-389-9002	Prior Year Carry Forward - Committed	-	-	-
001-3800-389-9003	Prior Year Carry Forward - Restricted	107,251	107,133	-
001-3800-389-9004	Prior Year Carry Forward - Non Spendable	925	23,237	-
	Total Prior Year Carry Forward	11,740,616	10,451,183	-
	Total Revenues	31,097,084	26,365,000	15,617,279
	Total Expenditures	31,097,084	26,365,000	14,412,389
	Revenue Over/(Under) Expenditures	-	-	1,204,889

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1100-511-0000	CITY COUNCIL (1100):			
001-1100-511-1000	PERSONNEL COSTS:			
001-1100-511-1100	City Council - Executive Salaries	47,145	44,267	41,371
001-1100-511-2100	City Council - FICA & Medicare	3,607	3,386	3,165
001-1100-511-2400	City Council - Worker's Compensation	71	78	62
001-1100-511-3000	OPERATING EXPENDITURES:			
001-1100-511-3100	City Council - Professional Services	-	-	-
001-1100-511-4000	City Council - Travel, Lodging etc	8,000	8,000	1,179
001-1100-511-4100	City Council - Communications, Telephone	7,000	7,000	3,015
001-1100-511-4200	City Council - Postage and Freight	14,000	14,000	5,938
001-1100-511-4430	City Council - Equipment Rentals	1,000	1,000	-
001-1100-511-4700	City Council - Printing & Binding	25,000	23,000	9,422
001-1100-511-4800	City Council - Promotional Activities/Ad	10,000	10,000	800
001-1100-511-4900	City Council - Other Current Charges	-	-	240
001-1100-511-4910	City Council - Legal Advertising	-	-	-
001-1100-511-5100	City Council - Office Supplies	300	300	-
001-1100-511-5200	City Council - Operating Supplies	37,200	12,200	655
001-1100-511-5400	City Council - Pubs., Subs., & Memberships	23,700	19,000	17,223
001-1100-511-5500	City Council - Training	4,000	4,000	1,918
001-1100-511-5600	City Council - Contingency	18,500	18,500	-
001-1100-511-6000	CAPITAL OUTLAYS:			
001-1100-511-6400	City Council - Machinery and Equipment	-	-	-
001-1100-511-8000	GRANTS AND AIDS:			
001-1100-511-8200	City Council - Contributions	25,500	25,500	22,500
	Total City Council	225,023	190,231	107,488

OPERATING EXPENSE DETAIL

Department Description and Number

City Council

1100

-40

Travel and Per Diem	Cost	Explanation
Meeting Attendance & Vehicle Use	\$ 1,300	Reimbursement for travel
Volusia League of Cities	700	Attend 20 mtgs @ \$40 for Council Members
Conferences	3,000	Other Conferences/meetings, etc
Florida League of Cities	3,000	Florida League of Cities
Total	\$ 8,000	

-41

Communications	Cost	Explanation
Council Members' Cell Phone Service	\$ 7,000	I-Pad & Cell Service
Total	\$ 7,000	

-42

Postage & Freight	Cost	Explanation
Newsletter	\$ 9,000	Quarterly / As Needed
Community Events	5,000	
Total	\$ 14,000	

-44

Equipment Rentals	Cost	Explanation
Special Events, Special Meetings, etc.	\$ 1,000	Recording Equipment / FKL Overflow Meetings
Total	\$ 1,000	

OPERATING EXPENSE DETAIL

Department Description and Number

City Council

1100

-47

Printing and Binding	Cost	Explanation
Newsletter / Business Cards	\$ 15,000	Quarterly / As Needed
Community Events	10,000	
Total	\$ 25,000	

-48

Promotional Activities	Cost	Explanation
Volusia Days	\$ 3,200	
Community Events	5,000	
Youth Celebration of the Arts	1,800	
Total	\$ 10,000	

-51

Office Supplies	Cost	Explanation
For the Boards	\$ 300	Paper, etc (Includes plaques)
Total	\$ 300	

-52

Operating Supplies	Cost	Explanation
Meeting Food/Drinks	\$ 100	Council Meetings
Advisory Committee Meetings	200	
West Volusia Summit	1,000	
Community Events	4,000	
Other operating supplies	1,400	
Citizens Academy	500	
30th Anniversay Event	30,000	
Total	\$ 37,200	

OPERATING EXPENSE DETAIL

Department Description and Number

City Council

1100

-54

Memberships & Publications	Cost	Explanation
Team Volusia	\$ 14,100	
Volusia League of Cities	1,500	
River to Sea TPO	2,600	
National League of Cities	2,200	
Florida League of Cities	3,300	
Total	\$ 23,700	

-55

Training	Cost	Explanation
Florida League of Cities Annual Conf	\$ 3,600	
Miscellaneous Training Conferences	400	Other conferences as directed by City Council
Total	\$ 4,000	

-56

Contingency	Cost	Explanation
As Determined By Council	\$ 8,500	
30th Anniversary Recognition	10,000	
Total	\$ 18,500	

-82

Contributions and Investments	Cost	Explanation
Homeless Shelter	\$ 20,000	Year 5 of 5
University High - School of Government	1,500	
To Be Awarded By Council	\$ 4,000	
Total	\$ 25,500	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1200-512-0000	CITY MANAGER (1200):			
001-1200-512-1000	PERSONNEL COSTS:			
001-1200-512-1200	City Manager - Salaries and Wages	639,447	558,572	433,763
001-1200-512-1400	City Manager - Overtime	-	-	907
001-1200-512-1500	City Manager - Special Pay	-	-	-
001-1200-512-1600	City Manager - Compensated Personal Leave	-	-	46,266
001-1200-512-2100	City Manager - FICA	48,918	42,731	35,801
001-1200-512-2200	City Manager - Retirement	63,945	55,857	48,094
001-1200-512-2301	City Manager - Life & Health Insurance	99,796	80,545	63,706
001-1200-512-2400	City Manager - Workers Compensation	959	983	707
001-1200-512-2500	City Manager - Unemployment Compensation	-	-	-
001-1200-512-3000	OPERATING EXPENDTURES:			
001-1200-512-3100	City Manager - Professional Service Fees	-	-	-
001-1200-512-3400	City Manager - Contract Services	99,600	31,600	12,052
001-1200-512-3700	City Manager - Election Expense	10,000	10,000	720
001-1200-512-4000	City Manager - Travel and Per Diem	15,000	11,600	9,475
001-1200-512-4100	City Manager - Communications, Telephone	2,160	2,160	729
001-1200-512-4660	City Manager - Repairs & Maint Equipment	-	-	-
001-1200-512-4700	City Manager - Printing and Binding	20,000	15,700	357
001-1200-512-4910	City Manager - Legal Advertising	5,000	2,500	4,677
001-1200-512-4920	City Manager - Recording Fees	150	150	116
001-1200-512-5100	City Manager - Office Supplies	-	-	129
001-1200-512-5200	City Manager - Operating Supplies	7,500	5,800	6,510
001-1200-512-5400	City Manager - Pubs, Subs & Memberships	4,000	3,500	3,334
001-1200-512-5500	City Manager - Training	7,500	7,500	5,081
001-1200-512-6000	CAPITAL OUTLAYS:			
001-1200-512-6400	City Manager - Machinery and Equipment	-	-	-
	Total City Manager	1,023,975	829,198	672,424

OPERATING EXPENSE DETAIL

Department Description and Number

City Manager/City Clerk

1200

-34

Contract Services	Cost	Explanation
TBD	\$ 11,600	Mandatory Safety/Diversity Training
Legislative Assistance	78,000	
Videographer	10,000	
Total	\$ 99,600	

-37

Election Expenses	Cost	Explanation
Supervisor of Elections	\$ 10,000	Pro Rata Share of Ads, personnel
Total	\$ 10,000	

-40

Travel and Per Diem	Cost	Explanation
City Manager	\$ 6,000	Auto Allowance
Staff Mileage/Meeting Meals	1,000	Mileage and conferences; FLC; FCCMA and FPPA
Conference Attendance	8,000	ICMA and Other Conferences
Total	\$ 15,000	

-41

Communications	Cost	Explanation
Cell Phones	\$ 2,160	
Total	\$ 2,160	

OPERATING EXPENSE DETAIL

Department Description and Number

City Manager/City Clerk

1200

-47

Printing and Binding	Cost	Explanation
Stationary, business cards, etc	\$ 1,000	
Media Kits	19,000	
Total	\$ 20,000	

-49

Other Current Charges	Cost	Explanation
Legal Advertising	\$ 5,000	Job Announcements/Ordinances/Meetings/etc.
Clerk of the Circuit Court	150	Recording Fees - Ordinances, etc
Total	\$ 5,150	

-52

Operating Supplies	Cost	Explanation
Desk supplies, meetings, etc	\$ 2,700	
Staff Meetings	1,800	
Employee Recognition	3,000	
Total	\$ 7,500	

-54

Memberships & Publications	Cost	Explanation
FPHRA, SHRM, EAF	\$ 400	H.R. Director
IIMC , FACC	300	City Clerk
ICMA & FCCMA, other	2,850	City Manager
Printed Material	450	Newspapers, Periodicals
Total	\$ 4,000	

OPERATING EXPENSE DETAIL

Department Description and Number

City Manager/City Clerk

1200

-55

Training	Cost	Explanation
Florida League of Cities	\$ 650	City Manager
Florida Association of City Clerks	1,000	Annual Conferences
ICMA Conference	500	Annual Conferences
FPHRA Conference	500	Annual HR Conferences
Other Training as Necessary	4,850	
Total	\$ 7,500	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1300-513-0000	FINANCE DEPARTMENT (1300):			
001-1300-513-1000	PERSONNEL COSTS:			
001-1300-513-1200	Finance - Salaries and Wages	341,137	300,907	246,154
001-1300-513-1400	Finance - Overtime	-	-	22
001-1300-513-1600	Finance - Compensated Personal Leave	-	-	29,073
001-1300-513-2100	Finance - FICA	26,097	23,019	19,829
001-1300-513-2200	Finance - Retirement	34,114	30,091	27,525
001-1300-513-2301	Finance - Life & Health Insurance	59,039	52,367	43,798
001-1300-513-2400	Finance - Workers Compensation	512	530	374
001-1300-513-3000	OPERATING EXPENDTURES:			
001-1300-513-3200	Finance - Accounting and Audit Fees	32,700	30,850	28,000
001-1300-513-3400	Finance - Contract Services	38,000	31,000	25,812
001-1300-513-4000	Finance - Travel and Per Diem	5,000	5,000	2,627
001-1300-513-4660	Finance - Maintenance - Equipment	-	-	-
001-1300-513-5200	Finance - Operating Supplies	7,500	7,500	5,236
001-1300-513-5400	Finance - Pubs., Subs. & Memberships	1,000	700	380
001-1300-513-5500	Finance - Training	5,000	5,000	1,260
001-1300-513-6000	CAPITAL OUTLAYS:			
001-1300-513-6400	Finance - Machinery and Equipment	-	-	-
	Total Finance	550,099	486,964	430,093

OPERATING EXPENSE DETAIL

Department Description and Number

Finance

1300

-32

Accounting and Auditing	Cost	Explanation
Audit Services	\$ 31,700	Independent Certified Public Accounting Firm
GFOA Review	1,000	
Total	\$ 32,700	

-34

Contract Services	Cost	Explanation
Payroll Processing	\$ 14,000	Paychex , W-2s
Time & Attendance	5,000	
Public Financial Management	6,000	Debt financing structure/services
Non ad valorem assessment rolls	9,000	Stormwater, streetlighting, solid waste, etc
Actuary - OPEB requirement	4,000	Other post employment benefits
Total	\$ 38,000	

-40

Travel and Per Diem	Cost	Explanation
Finance Director and Staff	\$ 1,000	Mileage-bank, County Admin , Meetings
Conference	4,000	Lodging, Mileage, Per Diem - CGFOx2
Total	\$ 5,000	

OPERATING EXPENSE DETAIL

Department Description and Number

Finance

1300

-52

Operating Supplies	Cost	Explanation
Accounting Processing Supplies	\$ 500	Checks, Deposit slips, Form 1099
Maintenance Software	6,000	Annual Maintenance of Accounting Software
Other Operating Supplies	1,000	Other operating supplies
Total	\$ 7,500	

-54

Memberships & Publications	Cost	Explanation
Government Finance Officers Association (GFOA)	\$ 400	Memberships/Publications
Florida Government Finance Officers Association	600	Memberships/Publications
Total	\$ 1,000	

-55

Training	Cost	Explanation
Government Finance	\$ 2,500	GFOA & FGFOA
Training for staff	2,500	Software & Misc Training Microsoft Excel etc
Total	\$ 5,000	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1400-514-0000	LEGAL (1400):			
001-1400-514-3000	OPERATING EXPENDTURES:			
001-1400-514-3101	Legal - Legal Fees	350,000	350,000	239,914
001-1400-514-3400	Legal - Other Contracted Services	1,500	1,500	-
001-1400-514-4900	Legal - Other Current Charge	-	-	-
	Total Legal	351,500	351,500	239,914

OPERATING EXPENSE DETAIL

Department Description and Number

Legal Services

1400

-31

Professional Services	Cost	Explanation
Legal Services - General	\$ 350,000	Retainer for Council Mtgs, legal opinions, document review and other legal services
Total	\$ 350,000	

-34

Contract Services	Cost	Explanation
Other Professional Fees	\$ 1,500	Court Reporter Fees & Recording Fees(Judgements) Expert Witness Fees Litigation
Total	\$ 1,500	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1510-515-0000	ENGINEERING:			
001-1510-515-1000	PERSONNEL COSTS:			
001-1510-515-1200	Engineering - Salaries & Wages	176,918	-	-
001-1510-515-1400	Engineering - Overtime	-	-	-
001-1510-515-1600	Engineering - Compensated Personal Le	-	-	-
001-1510-515-2100	Engineering - FICA & Medicare	13,534	-	-
001-1510-515-2200	Engineering - Retirement	17,692	-	-
001-1510-515-2301	Engineering - Life & Health Insurance	23,437	-	-
001-1510-515-2400	Engineering - Workers Compensation	265	-	-
001-1510-515-3000	OPERATING EXPENDTURES:			
001-1510-515-3100	Engineering - Professional Services	-	-	-
001-1510-515-3400	Engineering - Contract Services	5,000	-	-
001-1510-515-3445	Engineering - Graphic/Mapping Service	-	-	-
001-1510-515-4000	Engineering - Travel and Per Diem	2,500	-	-
001-1510-515-4100	Engineering - Communications (Telephone)	-	-	-
001-1510-515-4200	Engineering - Postage & Freight	-	-	-
001-1510-515-4700	Engineering - Printing and Binding	-	-	-
001-1510-515-4800	Engineering - Promotional Activities	-	-	-
001-1510-515-5100	Engineering - Office Supplies	-	-	-
001-1510-515-5200	Engineering - Operating Supplies	2,500	-	-
001-1510-515-5400	Engineering - Pubs, Subs, and Members	1,000	-	-
001-1510-515-5500	Engineering - Training	2,500	-	-
001-1510-515-6000	CAPITAL OUTLAYS:			
001-1510-515-6400	Engineering - Machinery and Equipment	-	-	-
	Total Engineering	245,346	-	-

OPERATING EXPENSE DETAIL

Department Description and Number

Engineering

1510

-34

Contract Services	Cost	Explanation
Contract Services as Needed	\$ 5,000	
Total	\$ 5,000	

-40

Travel and Per Diem	Cost	Explanation
Conference/Seminar Travel and Mileage	\$ 2,500	
Total	\$ 2,500	

-52

Operating Supplies	Cost	Explanation
Operating Supplies	\$ 2,500	
Total	\$ 2,500	

-54

Memberships & Publications	Cost	Explanation
Annual Memberships	\$ 1,000	
Total	\$ 1,000	

-55

Training	Cost	Explanation
Training / Continuing Education	\$ 2,500	
Total	\$ 2,500	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1900-519-0000	GENERAL GOVERNMENT (1900):			
001-1900-519-3000	OPERATING EXPENDITURES:			
001-1900-519-3100	Gen Govt - Professional Service Fees	5,000	5,000	6,211
001-1900-519-3400	Gen Govt - Contract Services	25,000	25,000	2,473
001-1900-519-4000	Gen Govt - Travel and Per Diem	-	-	-
001-1900-519-4100	Gen Govt - Communications, Telephone	11,000	11,000	9,301
001-1900-519-4200	Gen Govt - Postage and Freight	2,500	2,500	1,465
001-1900-519-4300	Gen Govt - Utility Services	40,000	30,000	30,737
001-1900-519-4430	Gen Govt - Equipment Rentals	-	-	-
001-1900-519-4500	Gen Govt - Insurance	276,556	250,000	151,663
001-1900-519-4610	Gen Govt - Maintenance - Bldgs & Grounds	30,000	360,000	51,846
001-1900-519-4660	Gen Govt - Maintenance - Equipment	25,000	25,000	6,022
001-1900-519-4900	Gen Govt - Other Current Charges	2,500	2,500	2,032
001-1900-519-5100	Gen Gov - Office Supplies	10,000	10,000	6,971
001-1900-519-5200	Gen Govt - Operating Supplies	30,000	19,128	23,557
001-1900-519-5500	Gen Govt - Training/Education	-	-	-
001-1900-519-5600	Gen Govt - Contingency	10,000	10,000	-
001-1900-519-6000	CAPITAL OUTLAY:			
001-1900-519-6100	Gen Gov't - Land	-	-	-
001-1900-519-6400	Gen Gov't - Machinery and Equipment	8,000	8,000	-
001-1900-519-7100	Debt Service - Principal	-	-	-
001-1900-519-7200	Debt Service - Interest	-	-	-
	Total General Government	475,556	758,128	292,278

OPERATING EXPENSE DETAIL

Department Description and Number

General Government

1900

-31

Professional Services	Cost	Explanation
Records Management	\$ 5,000	Independent Contractor
Total	\$ 5,000	

-34

Contract Services	Cost	Explanation
Code/LDC Codification	\$ 6,000	
Janitorial Services	19,000	CT Maintenance
Total	\$ 25,000	

-41

Communications	Cost	Explanation
Telephone / Internet Services City Hall & Town Hall	\$ 11,000	
Total	\$ 11,000	

-42

Postage & Freight	Cost	Explanation
General Postage	\$ 2,500	US Postal Permit/Bulk Mail Permit
Total	\$ 2,500	

OPERATING EXPENSE DETAIL

Department Description and Number

General Government

1900

-43

Utility	Cost	Explanation
Electric - City Hall and Town Hall	\$ 35,000	
Volusia County Utilities Water & Sewer Service	1,000	
City Hall & Town Hall Generator Natural Gas	4,000	
Total	\$ 40,000	

-45

Insurance	Cost	Explanation
Liability / Auto / Other	\$ 276,556	Preferred Governmental Insurance Trust (PGIT)
Total	\$ 276,556	

-46

Repair and Maintenance Services	Cost	Explanation
Pest Control/Lawn and Shrub Treatments	\$ 2,500	Lawn \$110 Qtrly; Shrubs \$100 Qtrly, other pest
Landscape Improvements	5,000	
Misc. Plumbing, Electrical Work & Irrigation repairs	22,000	General Maintenance
Fire Extinguisher Maint.	500	Annual
Software & Office Equipment Maintenance	25,000	Computer, Copier, Printer Maint (4660)
Total	\$ 55,000	

OPERATING EXPENSE DETAIL

Department Description and Number

General Government

1900

-49

Other Current Charges	Cost	Explanation
Other Charges	\$ 2,500	Glen Abbey HOA Fees 8 parcels
Total	\$ 2,500	

-51

Office Supplies	Cost	Explanation
Office Supplies	\$ 10,000	Centralized Office Supplies
Total	\$ 10,000	

-52

Operating Supplies	Cost	Explanation
Facilty Operating Supplies	\$ 8,500	City Hall & Town Hall Cleaning & Maint. Supplies
Lease Payments	7,500	2 Copiers + Postage Meter
Usage Charges	6,500	2 Copiers
Misc Supplies	7,500	Cleaning / Paper Products
Total	\$ 30,000	

-56

Contingency	Cost	Explanation
Miscellaneous Charges	\$ 10,000	
Total	\$ 10,000	

-64

Contingency	Cost	Explanation
Computer Replacements	\$ 8,000	
Total	\$ 8,000	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1910-519-0000	INFORMATION TECHNOLOGY (IT):			
001-1910-519-1000	PERSONNEL COSTS:			
001-1910-519-1200	IT - Salaries & Wages	154,725	120,409	102,597
001-1910-519-1400	IT - Overtime	-	-	-
001-1910-519-1600	IT - Compensated Personal Le	-	-	8,584
001-1910-519-2100	IT - FICA & Medicare	11,836	9,211	7,457
001-1910-519-2200	IT - Retirement	15,473	9,929	9,060
001-1910-519-2301	IT - Life & Health Insurance	32,249	17,875	15,105
001-1910-519-2400	IT - Workers Compensation	232	212	152
001-1910-519-3000	OPERATING EXPENDTURES:			
001-1910-519-3100	IT - Professional Services	-	-	-
001-1910-519-3400	IT - Contract Services	92,400	65,800	39,855
001-1910-519-4000	IT - Travel and Per Diem	5,200	3,400	2,454
001-1910-519-4100	IT - Communications	44,380	41,840	35,781
001-1910-519-4660	IT - Equipment Maintenance	-	-	-
001-1910-519-5100	IT - Office Supplies	1,000	1,000	607
001-1910-519-5200	IT - Operating Supplies	24,305	18,605	10,224
001-1910-519-5400	IT - Pubs, Subs, and Members	700	425	440
001-1910-519-5500	IT - Training	21,350	11,850	805
001-1910-519-6000	CAPITAL OUTLAYS:			
001-1910-519-6400	IT - Machinery & Equipment	-	-	59,685
	Total IT	403,850	300,556	292,806

OPERATING EXPENSE DETAIL

Department Description and Number

Information Technology

1910

-34

Contract Services	Cost	Explanation
Municode Internet Hosting	\$ 2,700	Online Charter and Ordinance System
Website Hosting Service (FY20 is ADA)	9,800	Municode Services - Approved 5-1-19
Anti Virus/Spam/Email Arc	4,000	Annual Costs
Live Streams (Viemo)	3,400	Video Streaming for Meetings
Social Media Backup	3,500	Archiver
WebQA/GovQA FOI Software	3,500	Public Records Request Software
Contracted Assistance	8,000	Contracted Assistance
Civic APP	3,000	DeBary on the GO! Device App
Scanning /Storage of Records	5,000	Stevens and Stevens
Misc.	3,000	Emerging Tech Issues
Intranet Services	3,000	
Web Site ADA Testing	6,000	
Exempt Information F.S. 119.0725	1,500	File Backup
Exempt Information F.S. 119.0725	8,000	Phishing Training
Exempt Information F.S. 119.0725	4,000	Zero Trust
Exempt Information F.S. 119.0725	15,000	Asset Tracking
Exempt Information F.S. 119.0725	9,000	DR Backup
Total	\$ 92,400	

-40

Travel and Per Diem	Cost	Explanation
Florida Records Mgmt Assoc	\$ 800	FRMA Mileage/Travel/Meals/Hotel
Florida Local Govt Information Systems Assoc	2,000	FLGISA Mileage/Travel/Meals/Hotel
Cert Gov Chief Info Officer	800	CGICO Mileage/Travel/Meals/Hotel
Misc.	1,600	
Total	\$ 5,200	

OPERATING EXPENSE DETAIL

Department Description and Number

Information Technology

1910

-41

Communications	Cost	Explanation
Cell Phone	\$ 780	Dept Cell Phone Service
ENCO	18,000	Closed Captioning of Streaming
Internet Service - ATT Fiber 250	25,000	Internet Service 250x250 Fiber
ZOOM	200	Video Conferencing Service
Phone Call Conferencing Service	400	Dial In Phone Number for Conferece Calling
Total	\$ 44,380	

-51

Office Supplies	Cost	Explanation
Office Supplies	\$ 1,000	
Total	\$ 1,000	

-52

Operating Supplies	Cost	Explanation
Parts Replacements, Hardware	\$ 8,000	Replacement Parts / New Systems
Software for Mobile Devices	500	Office 365 Annual Licenses
Drobox	1,530	Drobox Services (9 Licenses)
Key Fob License Renewal	275	Paxon Renewal for Access Control
Office Software License Reoccurring	8,000	
Sharepoint Service Needed for Intranet	2,500	
Miscellaneous	1,000	
Exempt Information F.S. 119.0725	2,500	Firewall
Total	\$ 24,305	

OPERATING EXPENSE DETAIL

Department Description and Number

Information Technology

1910

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Memberships & Publications	Cost	Explanation
Florida Records Management Assoc	\$ 200	FRMA - Membership (Includes Clerk's)
Florida Local Gov Information Systems Assoc	500	FLGISA - Membership
Total	\$ 700	

-55

Training	Cost	Explanation
Florida Records Managemen Assoc	\$ 350	FRMA Registration Fees
Florida Local Govt Information Systems Assoc	1,000	FLGISA Registration Fees
Cert Gov Chief Info Officer	3,000	CGCIO Fees
Exempt Information F.S. 119.0725	15,000	City Staff Training
Misc.	2,000	Misc Training
Total	\$ 21,350	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-2100-521-0000	LAW ENFORCEMENT SHERIFF (2100):			
001-2100-521-3000	OPERATING EXPENDTURES:			
001-2100-521-3400	Law - Contract Services	3,944,525	3,944,525	3,721,060
001-2100-521-4300	Law - Utility Services	15,000	15,000	12,194
001-2100-521-4610	Law - Maintenance - Bldgs and Grounds	12,000	12,000	9,578
001-2100-521-4660	Law - R&M - Equipment	2,000	14,000	11,845
001-2100-521-5200	Law - Operating Supplies	30,000	500	-
001-2100-521-6400	Law - Machinery & Equipment	-	-	-
	Total Law Enforcement	4,003,525	3,986,025	3,754,677

OPERATING EXPENSE DETAIL

Department Description and Number

Law Enforcement

2100

-34

Other Contractual Services	Cost	Explanation
Volusia County	\$ 3,944,525	Volusia County Sheriff Services Contract
Total	\$ 3,944,525	

-43

Utility	Cost	Explanation
Electric / Water / Gas	\$ 15,000	
Total	\$ 15,000	

-46

Repairs and Maintenance	Cost	Explanation
Building Maintenance, A/C, etc.	\$ 12,000	General maintenance, including grounds
Equipment Maintenance	2,000	
Total	\$ 14,000	

-52

Operating Supplies	Cost	Explanation
LPR's	30,000	
Total	\$ 30,000	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-2200-522-0000	FIRE SERVICES (2200):			
001-2200-522-3000	OPERATING EXPENDTURES:			
001-2200-522-3400	Fire - Contract Services	2,190,276	2,016,269	1,943,623
001-2200-522-4100	Fire - Communications, Telephone	2,500	2,500	566
001-2200-522-4300	Fire - Utility Services	25,000	19,000	19,239
001-2200-522-4610	Fire - Maintenance - Bldgs and Grounds	20,000	10,000	16,720
001-2200-522-4660	Fire - Maintenance - Equipment	-	-	225
001-2200-522-4900	Fire - Other Current Charges and	70,000	70,000	62,000
001-2200-522-5200	Fire - Operating Supplies	7,400	12,200	80,538
001-2200-522-6000	CAPITAL OUTLAYS:			
001-2200-522-6100	Fire - Land	-	-	-
001-2200-522-6200	Fire - Buildings	-	2,200,000	127,124
001-2200-522-6400	Fire - Machinery and Equipment	80,900	714,182	-
	Total Fire Services	2,396,076	5,044,151	2,250,034

OPERATING EXPENSE DETAIL

Department Description and Number

Fire Services

2200

-34

Contract Services	Cost	Explanation
Fire services	\$ 2,190,276	Fire Services Contract with Orange City
Total	\$ 2,190,276	

-41

Communications	Cost	Explanation
Telephone Service	\$ 2,500	Internet and Phone Service
Total	\$ 2,500	

-43

Utility	Cost	Explanation
Fire Station & Volunteer Fire Station Electric	\$ 17,000	
Volusia County Utilities Water and Sewer Service	6,000	
FI Public Utilities	2,000	
Total	\$ 25,000	

-46

Repairs & Maintenance	Cost	Explanation
Fire Station and Volunteer Fire Hall	\$ 20,000	Buildings, A/C & Grounds Maintenance
Total	\$ 20,000	

-49

Other Current Charges	Cost	Explanation
Fire Hydrant Maintenance	\$ 70,000	VC annual fee for hyd maintenance
Total	\$ 70,000	

OPERATING EXPENSE DETAIL

Department Description and Number

Fire Services

2200

-52

Operating Supplies	Cost	Explanation
Operating Supplies	\$ 5,000	Fuel for Generator, etc
Computer for Inspector	2,400	
Total	\$ 7,400	

-64

Machinery & Equipment	Cost	Explanation
Truck for Inspector	80,900	
Total	\$ 80,900	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-1500-515-0000	PLANNING SCVS (1500/2403):			
001-1500-515-1000	PERSONNEL COSTS:			
001-1500-515-1200	Planning Svcs - Salaries & Wages	246,042	234,465	199,017
001-1500-515-1400	Planning Svcs - Overtime	-	-	62
001-1500-515-1600	Planning Svcs - Compensated Personal Le	-	-	17,446
001-1500-515-2100	Planning Svcs - FICA & Medicare	18,822	17,937	15,885
001-1500-515-2200	Planning Svcs - Retirement	24,604	23,446	23,172
001-1500-515-2301	Planning Svcs - Life & Health Insurance	45,634	42,572	32,948
001-1500-515-2400	Planning Svcs - Workers Compensation	369	413	328
001-1500-515-2500	Planning Svcs - Unemployment Compensation	-	-	-
001-1500-515-3000	OPERATING EXPENDTURES:			
001-1500-515-3100	Planning Svcs - Professional Services	50,000	82,470	1,113
001-1500-515-3400	Planning Svcs - Contract Services	20,000	15,000	4,832
001-1500-515-3445	Planning Svcs - Graphic/Mapping Service	5,000	5,000	-
001-1500-515-4000	Planning Svcs - Travel and Per Diem	7,500	6,000	2,674
001-1500-515-4100	Planning Svcs - Communications	1,000	1,000	1,075
001-1500-515-4200	Planning Svcs - Postage & Freight	2,000	1,000	-
001-1500-515-4660	Planning Svcs - Equipment Maintenance	1,100	1,000	-
001-1500-515-4700	Planning Svcs - Printing and Binding	500	500	167
001-1500-515-4900	Planning Svcs - Other Current Charges	-	-	-
001-1500-515-4910	Planning Svcs - Legal Advertising	8,000	8,000	3,542
001-1500-515-5100	Planning Svcs - Office Supplies	2,000	1,700	174
001-1500-515-5200	Planning Svcs - Operating Supplies	47,750	47,750	23,849
001-1500-515-5400	Planning Svcs - Pubs, Subs, and Members	2,500	2,500	1,015
001-1500-515-5500	Planning Svcs - Training	12,500	11,500	1,811
001-1500-515-6000	CAPITAL OUTLAYS:			
001-1500-515-6400	Planning - Machinery and Equipment	-	-	-
	Total Planning Svcs	495,321	502,253	329,110

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-2401-524-0000	BUILDING PERMITTING & INSPECTION (2401):			
001-2401-524-1000	PERSONNEL COSTS:			
001-2401-524-1200	Building - Salaries & Wages	-	47,378	40,653
001-2401-524-1600	Building - Compensated Personal Le	-	-	2,273
001-2401-524-2100	Building - FICA & Medicare	-	3,624	3,284
001-2401-524-2200	Building - Retirement	-	4,738	3,425
001-2401-524-2301	Building - Life & Health Insurance	-	7,326	7,164
001-2401-524-2400	Building - Workers Compensation	-	83	66
001-2401-524-3000	OPERATING EXPENDTURES:			
001-2401-524-3110	Building - Prof. Svc. - Bldg. Dept Serv	1,200,000	720,000	1,031,827
001-2401-524-3185	Building - Prof. Svc. - Site Insp Serv	-	-	-
001-2401-524-3186	Building - Prof. Svc. - Stormwater Review Svc	2,000	2,000	-
001-2401-524-3400	Building - Contracted Services	70,000	60,000	37,386
001-2401-524-4100	Building - Communications, Telephone	5,000	2,500	3,106
001-2401-524-4300	Building - Utility Services	1,100	900	989
001-2401-524-4400	Building - Rentals	6,000	5,200	4,612
001-2401-524-4660	Building - Maintenance - Equipment/Comp	3,000	3,000	-
001-2401-524-4700	Building - Printing and Binding	500	500	999
001-2401-524-5100	Building - Office Supplies	1,500	1,500	1,548
001-2401-524-5200	Building - Operating Supplies	60,000	49,800	39,821
001-2401-522-6000	CAPITAL OUTLAYS:			
001-2401-524-6400	Building - Machinery & Equipment	-	-	-
	Total Building Permitting & Inspection	1,349,100	908,549	1,177,153

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-2402-524-0000	ZONING & CODE COMPLIANCE (2402):			
001-2402-524-1000	PERSONNEL COSTS:			
001-2402-524-1200	Code Admin - Salaries and Wages	82,624	75,414	63,916
001-2402-524-1400	Code Admin - Overtime	-	-	85
001-2402-524-1600	Code Admin - Compensated Personal Leave	-	-	5,050
001-2402-524-2100	Code Admin - FICA	6,321	5,769	5,258
001-2402-524-2200	Code Admin - Retirement	8,262	7,541	6,921
001-2402-524-2301	Code Admin - Life & Health Insurance	20,266	18,135	16,425
001-2402-524-2400	Code Admin - Workers Compensation	1,330	1,384	1,069
001-2402-524-3000	OPERATING EXPENDITURES:			
001-2402-524-3100	Code Admin - Professional Service Fees	40,000	8,000	9,302
001-2402-524-3101	Code Admin - Legal Fees	25,000	15,000	19,075
001-2402-524-3432	Code Admin - Mowing/Weedeating/Lawn care	5,000	4,000	2,910
001-2402-524-4000	Code Admin - Travel and Per Diem	1,200	1,000	-
001-2402-524-4100	Code Admin - Communications, Telephone	1,200	1,200	1,036
001-2402-524-4200	Code Admin - Postage and Freight	5,000	5,800	3,009
001-2402-524-4660	Code Admin - Maintenance - Equipment	1,200	1,000	156
001-2402-524-4700	Code Admin - Printing and Binding	2,000	2,000	672
001-2402-524-4910	Code Admin - Legal Advertising	10,000	10,000	5,229
001-2402-524-4920	Code Admin - Recording Fees	3,100	2,500	2,876
001-2402-524-5100	Code Admin - Office Supplies	400	400	206
001-2402-524-5200	Code Admin - Operating Supplies	8,000	3,500	10,271
001-2402-524-5205	Code Admin - Fuel	2,500	2,500	790
001-2402-524-5400	Code Admin - Memberships	400	200	40
001-2402-524-5500	Code Admin - Training	3,100	1,200	-
	Total Zoning & Code Compliance	226,903	166,543	154,295

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-2403-524-0000	BUSINESS TAX RECEIPTING (BTR) (2403)			
001-2403-524-1000	PERSONNEL COSTS:			
001-2403-524-1200	BTR - Salaries and Wages	-	23,083	19,319
001-2403-524-1600	BTR - Compensated Personal Leave	-	-	2,078
001-2403-524-2100	BTR - FICA	-	1,766	1,637
001-2403-524-2200	BTR - Retirement	-	2,308	2,117
001-2403-524-2301	BTR - Life & Health Insurance	-	5,408	3,715
001-2403-524-2400	BTR - Workers Compensation	-	41	28
001-2403-524-3000	OPERATING EXPENDITURES:			
001-2403-524-4000	BTR - Travel and Per Diem	-	1,500	-
001-2403-524-4200	BTR - Postage and Freight	-	3,000	423
001-2403-524-4660	BTR - Maintenance/Equipment/Software	-	1,000	-
001-2403-524-4700	BTR - Printing and Binding	-	100	-
001-2403-524-5100	BTR - Office Supplies	-	1,000	-
001-2403-524-5200	BTR - Operating Supplies	-	4,000	1,004
001-2403-524-5500	BTR - Training	-	1,000	-
	Total Business Tax Receipts	-	44,206	30,320

OPERATING EXPENSE DETAIL

Development Services

1500 / 2401 / 2402

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Professional Services				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Building & Permit Processing		1,200,000		Independent Contract 80/20 Split
Stormwater Review Svcs		2,000		
Professional Services	50,000		40,000	
Legal Fees			25,000	
Total	50,000	1,202,000	65,000	\$1,317,000

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Contract Services				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Contract Services as needed	20,000			Independent Contract Services
Digitizing Records		70,000		
Mowing & Lawncare			5,000	Independent Contract for Violations
Mapping (3445)	5,000			
Total	25,000	70,000	5,000	\$100,000

-40

Travel and Per Diem				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Training Travel, Lodging etc	7,500		1,200	Mileage, Lodging and Meals
Total	7,500	0	1,200	\$8,700

-41

Communications				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Telephone and Internet Service	1,000	5,000	1,200	Permitting based on square footage
Total	1,000	5,000	1,200	\$7,200

-42

Postage				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Postage	2,000		5,000	Certified Mailings & Bulk Mail Postage
Total	2,000	0	5,000	\$7,000

OPERATING EXPENSE DETAIL

Development Services

1500 / 2401 / 2402

-43

Utility				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Utilities		1,100		Based sq ft of 610 sq. ft. of 12,287
Total	0	1,100	0	\$1,100

-44

Rentals				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Storage Unit		6,000		
Total	0	6,000	0	\$6,000

-46

Repair and Maintenance Services				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Copier/Computer/Software Maintenance	1,100	3,000		Building Permitting/Software Maint.
Vehicle Maintenance			1,200	Neighborhood Improvement Vehicle
Total	1,100	3,000	1,200	\$5,300

-47

Printing and Binding				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Printed Materials	500	500	2,000	Maps, Permit Placards, Door Hangers and Hearing Notice Posters
Total	500	500	2,000	\$3,000

-49

Other Charges				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Legal Advertising	8,000		10,000	Legal Advertising
Recording Fees			3,100	
Total	8,000	0	13,100	\$21,100

OPERATING EXPENSE DETAIL

Development Services

1500 / 2401 / 2402

-51

Office Supplies				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Office Supplies	2,000	1,500	400	Folders, Labels, etc
Total	2,000	1,500	400	\$3,900

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Operating Supplies				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Operating Supplies	3,000	5,000	8,000	Business Cards, etc
GIS Software	40,000			
Gov QA	4,000			
CAD Software	750			
Fuel (5205)			2,500	Neighborhood Improvement Vehicle
Cloud Hosting		5,000		
CitizenServ		46,000		
WIPP		0		
Edmunds		4,000		
Total	47,750	60,000	10,500	\$118,250

-54

Memberships & Publications				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Am. Institute of Certified Planners (AICP)	550			Annual Memberships
Florida Assn. of Code Enforcement (FACE)			400	Annual Memberships
Florida American Planning Assn. (FAPA)	900			Annual Memberships
Congress for New Urbanization	500			Annual Memberships
TBD	550			
Total	2,500	0	400	\$2,900

-55

Training				Explanation
	Planning	Bldg Permit	Code Comp	
	1500	2401	2402	
Training / Continuing Education	12,500			Seminars/Conference Registration/Tuition Reimb \$5k
			3,100	Seminars/Conference Registration (FACE)
Total	12,500	0	3,100	\$15,600

Fund 001 - General Fund - Expenditures

FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-4100-541-0000	PUBLIC WORKS (4100):			
001-4100-541-1000	PERSONNEL COSTS:			
001-4100-541-1200	Public Works - Salaries and Wages	384,109	380,762	297,733
001-4100-541-1400	Public Works - Overtime	10,000	10,000	6,380
001-4100-541-1500	Public Works - Special Pay	-	-	-
001-4100-541-1600	Public Works - Compensated Personal Leave	-	-	48,648
001-4100-541-2100	Public Works - FICA & Medicare	30,149	29,893	25,287
001-4100-541-2200	Public Works - Retirement	39,411	39,076	36,518
001-4100-541-2301	Public Works - Life & Health Insurance	110,782	106,293	84,684
001-4100-541-2400	Public Works - Workers Compensation	29,387	33,412	25,117
001-4100-541-2500	Public Works - Unemployment Compensation	-	-	-
001-4100-541-3000	OPERATING EXPENDITURES:			
001-4100-541-3100	Public Works - Professional Service Fees	-	-	14,380
001-4100-541-3400	Public Works - Contract Services	40,000	40,000	48,132
001-4100-541-3465	Public Works - Traffic Engineering Svc	20,000	20,000	18,778
001-4100-541-4000	Public Works - Travel, Lodging, etc	2,000	800	40
001-4100-541-4100	Public Works - Communications, Telephone	20,000	15,000	4,206
001-4100-541-4300	Public Works - Utility Services	5,000	5,000	2,627
001-4100-541-4430	Public Works - Equipment Rental	10,000	5,000	4,613
001-4100-541-4610	Public Works - Maint - Bldgs and Grounds	26,000	26,000	8,896
001-4100-541-4621	Public Works - Asphalt Maint & Repair	12,000	12,000	5,019
001-4100-541-4622	Public Works - Golf Cart Program	30,000	20,000	39,547
001-4100-541-4623	Public Works - Road Resurfacing	174,991	548,465	631,938
001-4100-541-4624	Public Works - Maint-Brush Cutting	-	-	2,000
001-4100-541-4633	Public Works - Miscellaneous Work	50,000	50,000	-
001-4100-541-4637	Public Works - Irrigation Repairs	-	-	124
001-4100-541-4640	Public Works - Shoulder Repair	-	-	-
001-4100-541-4641	Public Works - Sidewalk Maintenance	-	-	-
001-4100-541-4644	Public Works - Tree Maintenance	-	-	6,400
001-4100-541-4660	Public Works - Maintenance - Equipment	50,000	35,000	29,379
001-4100-541-4666	Public Works - Railroad Crossing Signal	8,120	8,120	7,660
001-4100-541-5200	Public Works - Operating Supplies	35,000	30,000	47,993
001-4100-541-5205	Public Works - Fuel	25,000	25,000	26,209
001-4100-541-5300	Public Works - Road Materials & Supplies	-	-	-
001-4100-541-5400	Public Works - Memberships	2,000	200	-
001-4100-541-5500	Public Works - Training	5,000	4,200	1,653
001-4100-541-6000	CAPITAL OUTLAYS:			
001-4100-541-6100	Public Works - Land	-	-	-
001-4100-541-6300	Public Works - Infrastructure	-	50,000	1,117,630
001-4100-541-6400	Public Works - Machinery & Equipment	160,000	17,000	16,067
	Total Public Works	1,278,949	1,511,221	2,557,658

OPERATING EXPENSE DETAIL

Department Description and Number

Public Works

4100

-34

Contracted Services	Cost	Explanation
Volusia County Road & Bridge Contracted Svcs (340)	\$ 40,000	Road Signs, Markings, Etc
Volusia County Traffic Engineering Contract (3465)	20,000	Traffic Control Devices
Total	\$ 60,000	

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Travel and PerDiem	Cost	Explanation
Seminars/Training	\$ 2,000	Mileage/Meals
Total	\$ 2,000	

-41

Communications	Cost	Explanation
Cell Phones	\$ 5,000	Approx \$700 x 7
Internet Service	15,000	Security Monitoring Barwick
Total	\$ 20,000	

-43

Utilities	Cost	Explanation
Water and Electricity	\$ 5,000	Speed signs, Lake Charles pump and Barn
Total	\$ 5,000	

-44

Leases / Rentals	Cost	Explanation
Equipment Rental	\$ 10,000	
Total	\$ 10,000	

OPERATING EXPENSE DETAIL

Department Description and Number

Public Works

4100

-46

Repairs & Maintenance	Cost	Explanation
Building/Grounds Maintenance	\$ 26,000	
Asphalt Maintenance	12,000	Potholes/shoulder repair
Road Resurfacing	174,991	Select streets based on analysis
Misc Work	50,000	
Equipment Maint	50,000	
Golf Cart Program	30,000	
Railroad Crossing Signal Maintenance	8,120	CSX Railway
Total	\$ 351,111	

-52

Operating Supplies	Cost	Explanation
Blades, hoses, supplies	\$ 30,000	Risers, bricks, riprap, concrete
Uniforms	5,000	Uniforms
Fuel	25,000	Vehicles and mowers
Total	\$ 60,000	

-54

Memberships/ Publications	Cost	Explanation
Memberships / Publications	\$ 2,000	
Total	\$ 2,000	

OPERATING EXPENSE DETAIL

Department Description and Number

Public Works

4100

-55

Training	Cost	Explanation
Employee Certification	\$ 5,000	Seminars/Conferences
Total	\$ 5,000	

-64

Capital - Equipment	Cost	Explanation
Bucket Truck	\$ 160,000	
Total	\$ 160,000	

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-6200-562-0000	HEALTH SERVICES (6200)			
001-6200-562-3409	Mosquito Control Svcs	12,000	12,000	6,457
001-6200-562-3413	Animal Control Svcs	85,000	82,732	71,522
001-6200-562-5200	Health Svcs Operating Supplies	5,000	5,000	3,026
001-6200-562-6400	Health Svcs - Machinery & Equipment	-	-	-
	Total Health Services	102,000	99,732	81,005

OPERATING EXPENSE DETAIL

Department Description and Number

Health Services

6200

-34

Professional Services	Cost	Explanation
Mosquito Control Svcs	\$ 12,000	Volusia County Mosquito Control
Animal Control Services	65,000	
Misc	20,000	Halifax Humane Society / Vets / Etc
Total	\$ 97,000	

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Operating Supplies	Cost	Explanation
Animal Control Misc Supplies	\$ 5,000	
Total	\$ 5,000	

Fund 001 - General Fund - Expenditures

FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-7201-572-0000	PARKS & RECREATION - ADMIN (7201):			
001-7201-572-1000	PERSONNEL COSTS:			
001-7201-572-1200	Parks & Rec Admin - Salaries and Wages	652,779	622,686	511,370
001-7201-572-1201	Parks & Rec Admin - Sal and Wag Temp	55,650	53,000	41,763
001-7201-572-1400	Parks & Rec Admin - Overtime	19,500	19,500	17,241
001-7201-572-1401	Parks & Rec Admin - Overtime Temp	-	-	3,235
001-7201-572-1500	Parks & Rec Admin - Special Pay	-	-	-
001-7201-572-1600	Parks & Rec Admin - Comp Personal Leave	-	-	42,560
001-7201-572-2100	Parks & Rec Admin - FICA	51,429	49,127	41,363
001-7201-572-2101	Parks & Rec Admin - FICA Temp	4,258	4,055	3,442
001-7201-572-2200	Parks & Rec Admin - Retirement	67,228	64,219	52,654
001-7201-572-2301	Parks & Rec Admin - Life & Health Insurance	163,354	155,131	112,940
001-7201-572-2400	Parks & Rec Admin - Workers Compensation	16,236	18,028	15,576
001-7201-572-2500	Parks & Rec Admin - Unemployment Comp	-	-	-
001-7201-572-3000	OPERATING EXPENDTURES:			
001-7201-572-3100	Parks & Rec Admin - Professional Services	30,000	220,000	-
001-7201-572-3400	Parks & Rec Admin - Contracted Services	73,500	51,500	61,531
001-7201-572-4000	Parks & Rec Admin - Travel & Per Diem	3,375	3,375	2,458
001-7201-572-4100	Parks & Rec Admin - Communications	9,700	9,700	5,458
001-7201-572-4200	Parks & Rec Admin - Postage	200	200	4
001-7201-572-4300	Parks & Rec Admin - Utility Services	97,600	97,600	81,138
001-7201-572-4400	Parks & Rec Admin - Building/Land Rent	300	300	600
001-7201-572-4610	Parks & Rec Admin - Maint - Bldgs/Grnds	11,500	1,500	568
001-7201-572-5100	Parks & Rec Admin - Office Supplies	1,200	1,200	856
001-7201-572-5200	Parks & Rec Admin - Operating Supplies	19,205	19,205	8,037
001-7201-572-5400	Parks & Rec Admin - Memberships	1,300	1,300	415
001-7201-572-5500	Parks & Rec Admin - Training	3,125	3,125	2,361
001-7201-572-6000	CAPITAL OUTLAYS:			
001-7201-572-6200	Parks & Rec Admin - Buildings	-	57,000	5,833
001-7201-572-6300	Parks & Rec Admin - Infrastructure	372,654	132,000	131,024
001-7201-572-6300	Parks & Rec Admin - Infrastructure	4,375,000	-	-
001-7201-572-6400	Parks & Rec Admin - Machinery & Equipment	85,000	44,500	19,810
	Total Parks & Rec Admin	6,114,093	1,628,251	1,162,238
001-7202-572-0000	RECREATION (7202):			
001-7202-572-3000	OPERATING EXPENDTURES:			
001-7202-572-3412	Recreation - Program Expense	25,000	20,000	56,165
001-7202-572-3413	Recreation - Program Expense Summer Camps	50,000	42,000	-
001-7202-572-4800	Recreation - Promotional Activities/Adve	2,000	2,000	469
001-7202-572-5200	Recreation - Operating Supplies	-	-	3,470
	Total Recreation	77,000	64,000	60,105

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-7203-572-0000	PARKS MAINTENANCE (7203):			
001-7203-572-3000	OPERATING EXPENDITURES:			
001-7203-572-3400	Parks Maint - Contract Services	30,920	24,480	1,334
001-7203-572-4430	Parks Maint - Equipment Rentals	500	500	-
001-7203-572-4610	Parks Maint - Maint - Buildings & Grnds	115,000	85,000	184,618
001-7203-572-4610	Parks Maint - Maint - Buildings & Grnds	25,000	25,000	-
001-7203-572-4610	Parks Maint - Maint - Buildings & Grnds	70,000	52,600	-
001-7203-572-4660	Parks Maint - Maint - Equipment	40,000	22,700	36,566
001-7203-572-5200	Parks Maint - Operating Supplies	84,000	72,600	82,506
001-7203-572-5205	Parks Maint - Fuel	20,000	15,000	16,820
001-7203-572-6000	CAPITAL OUTLAYS:			
001-7203-572-6400	Parks Maint - Equipment	-	-	-
	Total Parks Maintenance	385,420	297,880	321,845
001-7204-572-0000	SPECIAL EVENTS (7204):			
001-7204-572-3000	OPERATING EXPENDITURES:			
001-7204-572-3100	Special Evt - Professional Svcs	52,500	52,500	47,500
001-7204-521-3400	Special Evt - Law Contract Svcs	25,000	25,000	19,630
001-7204-572-4430	Special Evt - Equipment Rental	26,230	11,230	11,960
001-7204-572-5200	Special Evt - Operating Supplies	30,220	25,220	29,760
	Total Special Events	133,950	113,950	108,850

OPERATING EXPENSE DETAIL

Parks and Recreation

7201 / 7202 / 7203 / 7204

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Professional Services	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
4th July Event				35,000	Fireworks
4th July Event				10,000	Laser Show
Christmas Event				7,500	Laser Show
Grant Writer Exceptional ECHO	30,000				
Total	30,000	0	0	52,500	\$82,500

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Contract Services	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
Volusia County	3,500				County Water Testing
Background Screening	3,000				New and part time employees
ActiveNet	15,000				Transaction Charges
Program Expenses	30,000				Referees
Program Expenses		25,000	6,480		Other Programs/CT Maint/FKL
Program Expenses Summer Camp		50,000			
Law Enforcement				25,000	Deputy Expenses
Miller Lights	22,000				Holiday Lighting Displays
Gateway Janitorial Services			24,440		
Total	73,500	75,000	30,920	25,000	\$204,420

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Travel and Per Diem	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
Seminars/Conferences	3,375				Mileage, Lodging and Meals
Total	3,375	0	0	0	\$3,375

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Communications	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
Cell Phones	5,000				Approx \$700 x 7
Internet Service	2,400				Security Monitoring TBD
Internet Service	1,500				Gateway
Internet Service	800				Gateway Security Monitoring
Total	9,700	0	0	0	\$9,700

OPERATING EXPENSE DETAIL

Parks and Recreation

7201 / 7202 / 7203 / 7204

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Postage					Explanation
	Admin	Recreation	Maintenance	Special Evt	
	7201	7202	7203	7204	
Postage	200				
Total	200	0	0	0	\$200

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Utility					Explanation
	Admin	Recreation	Maintenance	Special Evt	
	7201	7202	7203	7204	
Utilities	70,000				Parks lighting, concession, etc
Gateway Electric	24,000				
Gateway Water	3,600				
Total	97,600	0		0	\$97,600

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Building/Land Rent					Explanation
	Admin	Recreation	Maintenance	Special Evt	
	7201	7202	7203	7204	
Gateway Firetower Area	300				
Equipment Rentals			500		
Equipment Rentals				1,700	Event Lighting
Equipment Rentals				9,530	Portable Restrooms, Message Boards, etc.
4th of July				15,000	
Total	300	0	500	26,230	\$27,030

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Repair and Maintenance Services					Explanation
	Admin	Recreation	Maintenance	Special Evt	
	7201	7202	7203	7204	
Buildings/Grounds	1,000		95,000		
Equipment Maintenance			40,000		
Trail Maintenance			25,000		
Gateway Arts Bldg			70,000		A/C, Plumbing, Floors, Audio
Gateway Pest Control	500				
Shade Cover RSP	10,000				
FKL A/C Repairs			20,000		
Total	11,500	0	250,000	0	\$261,500

OPERATING EXPENSE DETAIL

Parks and Recreation

7201 / 7202 / 7203 / 7204

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Promotional Activities	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
Marketing, promotion, advertising		2,000			
Total	0	2,000	0	0	\$2,000

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Office Supplies	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
Office Supplies	1,200				Folders, Labels, etc
Total	1,200	0	0	0	\$1,200

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Operating Supplies	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
Operating Supplies	2,000		84,000	15,620	
Lights				9,600	
HIPPO Scheduling Software	2,205				
Fuel			20,000		
FKL Amenities	15,000				Tables, Chairs, Audio
4th of July				5,000	
Total	19,205	0	104,000	30,220	\$153,425

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Memberships & Publications	Admin	Recreation	Maintenance	Special Evt	Explanation
	7201	7202	7203	7204	
Annual Membership	350				FRPA - P&R Director
Annual Membership	150				FRPA - Rec Coordinator
Annual Membership	70				CPRP - Rec Coordinator
Annual Membership	100				STMA - P&R Superintendent
Other	630				
Total	1,300	0	0	0	\$1,300

OPERATING EXPENSE DETAIL

Parks and Recreation

7201 / 7202 / 7203 / 7204

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Training					Explanation
	Admin	Recreation	Maintenance	Special Evt	
	7201	7202	7203	7204	
Training	3,125				Seminars/Conference Registration
Total	3,125	0	0	0	\$3,125

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Capital - Infrastructure					Explanation
	Admin	Recreation	Maintenance	Special Evt	
	7201	7202	7203	7204	
CDBG - Pavillion	62,654				
BKP - Dog Park (ECHO Project)	30,000				
Suntrail (FDOT Grant)	225,000				
BKP Concession Stand	35,000				
Alexander Island (ECHO Project)	4,375,000				
Alexander Island Parking Lot (Engineering)	20,000				
Total	4,747,654	0	0	0	\$4,747,654

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Capital - Equipment					Explanation
	Admin	Recreation	Maintenance	Special Evt	
	7201	7202	7203	7204	
Kabota Tractor	55,000				
Gator	30,000				
Total	85,000	0	0	0	\$85,000

City of DeBary

General Fund - Capital Summary

FY 24 Budget

Description	Account #	Amount	Totals
Computer Replacements - General		8,000	
Total General Govt - Machinery & Equipment	001-1900-519-6400		8,000
<hr/>			
Fire safety inspector truck		80,900	
Total Fire - Machinery & Equipment	001-2200-522-6400		80,900
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Bucket Truck		160,000	
Total Public Works - Machinery & Equipment	001-4100-541-6400		160,000
<hr/>			
CDBG - Pavillion		62,654	
BKP - Dog Park (ECHO Project)		30,000	
Suntrail (FDOT Grant)		225,000	
BKP Concession Stand		35,000	
Alexander Island Parking Lot (Engineering)		20,000	
Alexander Island (ECHO Project)		4,375,000	
Total Parks - Infrastructure	001-7201-572-6300		4,747,654
<hr/>			
Kabota Tractor		55,000	
Gator		30,000	
Total Parks - Machinery & Equipment	001-7201-572-6400		85,000
<hr/>			
Total General Fund Capital Requests			5,081,554

Fund 001 - General Fund - Expenditures FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
001-9002-581-9000	TRANSFERS OUT:			
001-9002-581-9120	Transfer Out - Stormwater Assessment Fund	-	-	-
001-9002-581-9125	Transfer Out - Franchise Fee Fund	-	-	-
001-9002-581-9130	Transfer Out - Econ Opp Fund 130	-	-	-
001-9002-581-9211	Transfer Out - Fire Station Debt Svc Fund 211	-	50,479	302,855
001-9002-581-9310	Transfer Out - FT FL Rd Bridge	500,000	-	-
001-9002-581-9311	Transfer Out - Fire Station	1,250,000	-	-
001-9002-581-9312	Transfer Out - FT FL Rd Improvement	240,000	-	-
	Total Transfers Out	1,990,000	50,479	302,855
001-9001-590-0000	RESERVES (9001):			
001-9001-590-9900	Reserves - Unassigned	9,161,222	8,900,813	-
001-9001-590-9901	Reserves - Assigned	-	-	-
001-9001-590-9902	Reserves - Committed	-	-	-
001-9001-590-9903	Reserves - Restricted	107,251	107,133	-
001-9001-590-9904	Reserves - Non Spendable	925	23,237	-
		9,269,398	9,031,183	-
	Total Expenditures	31,097,084	26,365,000	14,412,389
	Total Revenue	31,097,084	26,365,000	15,617,279
	Revenue Over/(Under) Expenditures	-	-	1,204,889

SPECIAL REVENUE FUNDS - REVENUES

Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual	Percent Change
Solid Waste - 101				
Revenues	2,165,000	2,018,000	1,916,018	7.3%
Balance Forward	502,728	420,000	-	19.7%
Solid Waste Total	2,667,728	2,438,000	1,916,018	9.4%
Streetlighting Districts - 105				
Revenues	527,230	513,450	512,746	2.7%
Balance Forward	411,575	365,896	-	12.5%
Streetlighting Total	938,805	879,346	512,746	6.8%
Orlandia Heights NI District - 115				
Revenues	112,575	112,575	114,117	0.0%
Balance Forward	25,000	24,975	-	0.1%
OHNID Total	137,575	137,550	114,117	0.0%
Stormwater Assessment - 120				
Revenues	1,810,000	2,520,849	2,365,221	-28.2%
Balance Forward	1,837,127	1,472,919	-	24.7%
Stormwater Util Total	3,647,127	3,993,768	2,365,221	-8.7%
Tree Preservation - 121				
Revenues	-	-	10,000	0.0%
Balance Forward	20,000	21,738	-	-8.0%
Tree Preservation Total	20,000	21,738	10,000	-8.0%
Franchise Fees - 125				
Revenues	820,000	820,000	980,804	0.0%
Balance Forward	1,269,209	1,232,169	-	3.0%
Franchise Fees Total	2,089,209	2,052,169	980,804	1.8%
New Local Option Gas Tax - 126				
Revenues	235,293	243,915	231,274	-3.5%
Balance Forward	800,000	536,000	-	0.0%
NLOGT Total	1,035,293	779,915	231,274	32.7%
Southwest Sector Mobility Fee - 127				
Revenues	200,050	200,050	557,942	0.0%
Balance Forward	642,393	300,000	-	0.0%
Mobility Fees Total	842,443	500,050	557,942	0.0%
Parks Benefit Impact Fee - 128				
Revenues	100,000	100,000	151,208	0.0%
Balance Forward	288,085	400,000	-	0.0%
Parks Benefit IF Total	388,085	500,000	151,208	-22.4%
Public Building Bene Impact Fee - 129				
Revenues	50,000	45,000	52,901	0.0%
Balance Forward	151,294	100,000	-	51.3%
Public Bldgs IF Total	201,294	145,000	52,901	38.8%
Economic Opportunity - 130				
Revenues	53,331	53,333	51,587	0.0%
Balance Forward	131,169	140,000	-	-6.3%
Econ Opp Total	184,500	193,333	51,587	-4.6%
Sp Rev Fd Total	12,152,059	11,640,869	6,943,818	4.4%

SPECIAL REVENUE FUNDS - EXPENDITURES

Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual	Percent Change
Solid Waste - 101				
Expenditures	2,150,000	2,018,000	1,819,291	6.5%
Reserves	517,728	420,000	-	23.3%
Solid Waste Total	2,667,728	2,438,000	1,819,291	9.4%
Streetlighting Districts - 105				
Expenditures	538,042	536,644	443,231	0.3%
Reserves	400,763	342,702	-	16.9%
Streetlighting Total	938,805	879,346	443,231	6.8%
Orlandia Heights NI District - 115				
Expenditures	112,575	112,575	167,170	0.0%
Reserves	25,000	24,975	-	0.1%
OHNID Total	137,575	137,550	167,170	0.0%
Stormwater Assessment - 120				
Expenditures	2,771,831	2,547,781	2,411,704	8.8%
Reserves	875,296	1,445,987	-	-39.5%
Stormwater Util Total	3,647,127	3,993,768	2,411,704	-8.7%
Tree Preservation - 121				
Expenditures	15,000	15,000	22,200	0.0%
Reserves	5,000	6,738	-	-25.8%
Tree Preservation Total	20,000	21,738	22,200	-8.0%
Franchise Fees - 125				
Expenditures	1,692,815	964,000	798,764	75.6%
Reserves	396,394	1,088,169	-	-63.6%
Franchise Fees Total	2,089,209	2,052,169	798,764	1.8%
New Local Option Gas Tax - 126				
Expenditures	760,000	754,915	-	0.7%
Reserves	275,293	25,000	-	0.0%
NLOGT Total	1,035,293	779,915	-	32.7%
Southwest Sector Mobility Fee - 127				
Expenditures	700,000	-	199,133	0.0%
Reserves	142,443	500,050	-	0.0%
Mobility Fees Total	842,443	500,050	199,133	0.0%
Parks Benefit Impact Fee - 128				
Expenditures	200,000	200,000	-	0.0%
Reserves	188,085	300,000	-	0.0%
Parks Benefit IF Total	388,085	500,000	-	-22.4%
Public Building Bene Impact Fee - 129				
Expenditures	150,000	-	-	0.0%
Reserves	51,294	145,000	-	0.0%
Public Bldgs IF Total	201,294	145,000	-	38.8%
Economic Opportunity - 130				
Expenditures	68,500	68,500	7,731	0.0%
Reserves	116,000	124,833	-	0.0%
Econ Opp Total	184,500	193,333	7,731	-4.6%
Sp Rev Fd Total	12,152,059	11,640,869	5,869,224	4.4%

Fund 101 - Solid Waste FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
101-3300-331-5010	Grant Rev - Federal Portion (FEMA)	-	-	-
101-3300-334-5000	Grant Rev - State Portion (FEMA)	-	-	-
101-3400-343-4000	Service charges - Solid Waste	2,165,000	2,018,000	1,867,079
101-3400-343-4100	Service charges - Solid Waste - Non Tax	-	-	32,599
101-3600-361-1000	Interest Income	-	-	3,541
101-3600-369-9000	Miscellaneous Income	-	-	12,799
101-3800-389-9000	Prior Year Carry Forward	502,728	420,000	-
		2,667,728	2,438,000	1,916,018
Expenditures				
101-3400-534-3400	Solid Waste - Contracted Svcs - Pickup and Recycle	1,730,000	1,638,000	1,462,455
101-3400-534-4300	Solid Waste - Utility Services - Landfill	420,000	380,000	356,836
101-3400-534-4910	Solid Waste - Legal Advertising	-	-	-
101-9002-581-9001	Transfer Out to General Fund	-	-	-
101-9001-590-9900	Reserves	517,728	420,000	-
		2,667,728	2,438,000	1,819,291
	Revenue Over/(Under) Expenditures	-	-	96,727

Fund 105 - Street Lighting Districts FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
105-0000-000-0000	SPECIAL REVENUE - ST LIGHTING			
105-1930-325-2000	Lake Marie - Non Advalorem	12,900	12,900	13,103
105-1950-325-2000	Leisure World - Non Advalorem	16,900	16,900	17,280
105-2011-325-2000	Debary West - Non Advalorem	19,700	19,700	19,803
105-2050-325-2000	Debary East - Non Advalorem	13,480	11,300	13,423
105-2060-325-2000	Summerhaven - Non Advalorem	10,900	10,900	11,049
105-2080-325-2000	Woodbound Lakes - Non Advalorem	6,900	6,900	6,237
105-2120-325-2000	Pinnacle Plaza - Non Advalorem	1,430	1,430	1,440
105-2140-325-2000	Debary Plantation - Non Advalorem	164,100	164,100	166,199
105-2150-325-2000	Eagles Nest/Glen Abby - Non Advalorem	1,000	1,000	998
105-2170-325-2000	Debary Plantation West - Non Advalorem	5,100	5,100	5,112
105-2200-325-2000	Glen Abbey - Non Advalorem	27,920	27,920	28,289
105-2260-325-2000	Debary Woods - Non Advalorem	5,250	5,250	4,021
105-2400-325-2000	Heritage Woods - Non Advalorem	1,600	1,600	1,617
105-2450-325-2000	Surrey Run - Non Advalorem	2,000	2,000	2,011
105-2460-325-2000	Reserve at Debary - Non Advalorem	5,030	5,030	5,087
105-2480-325-2000	Parkview - Non Advalorem	5,780	5,780	5,848
105-2580-325-2000	River Bluff - Non Advalorem	2,600	2,600	2,640
105-2750-325-2000	Parkview Heights - Non Advalorem	4,100	4,100	4,129
105-2760-325-2000	Pinnacle Reserve at Debary - Non Advalor	5,080	5,080	5,137
105-2780-325-2000	Saxon Woods - Non Advalorem	24,200	24,200	24,461
105-2790-325-2000	Debary Plantation Unit17 - Non Advalorem	19,050	19,050	19,241
105-2900-325-2000	Spring Glen Unit 1-2 - Non Advalorem	7,900	7,900	7,895
105-2940-325-2000	Woodlands at Glen Abby - Non Advalorem	2,800	2,800	2,836
105-2950-325-2000	Springview Unit 2-5 - Non Advalorem	14,600	14,600	14,659
105-3030-325-2000	Buena Vista - Non Advalorem	2,230	2,230	2,239
105-3040-325-2000	Glen Abby Club - Non Advalorem	3,200	3,200	3,195
105-3080-325-2000	Springview Industrial Park - Non Advalor	1,900	1,900	1,856
105-3330-325-2000	Riviera Bella - Non Advalorem	35,500	35,500	35,837
105-3420-325-2000	Riviera Bella 3 - Non Advalorem	6,050	6,050	6,092
105-3430-325-2000	Riviera Bella 4 - Non Advalorem	8,150	8,150	8,220
105-3460-325-2000	Riviera Bella 5 - Non Advalorem	8,160	8,160	8,258
105-3470-325-2000	Riviera Bella 6 - Non Advalorem	8,600	8,600	8,700
105-3480-325-2000	Riviera Bella 7 & 8A - Non Advalorem	13,000	13,000	13,060
105-3490-325-2000	Springview Woods Ph 1 - Non Advalorem	8,800	8,800	8,860
105-3510-325-2000	Riviera Bella 8B - Non Advalorem	6,600	6,600	6,640
105-3530-325-2000	Springview Woods Ph 3 - Non Advalorem	12,000	12,000	12,098
105-3540-325-2000	Springview Woods Ph 4 - Non Advalorem	6,750	6,750	6,778
105-3550-325-2000	Riviera Bella 8C - Non Advalorem	8,350	8,350	8,398
105-3560-325-2000	Riviera Bella 9A - Non Advalorem	6,020	6,020	-
105-3570-325-2000	Riviera Bella 9B & 9C - Non Advalorem	11,600	-	-
105-3800-000-0000	OTHER SOURCES:			
105-3800-389-9000	Prior Year Carry Forward	411,575	365,896	-
		938,805	879,346	512,746

Expenditures

105-0000-000-0000	SPECIAL REVENUE - STREET LIGHTING			
105-1930-000-0000	LAKE MARIE:			
105-1930-541-3400	Lake Marie - Contracted Services @.77 + .60/unit	641	641	540
105-1930-541-3700	Lake Marie - Contract Administration	1,290	1,290	1,290
105-1930-541-4300	Lake Marie - Utilities	11,719	10,745	9,383
105-1950-000-0000	LEISURE WORLD:			

Fund 105 - Street Lighting Districts FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
105-1950-541-3400	Leisure World - Contracted Services @.77 + .60/unit	347	347	334
105-1950-541-3700	Leisure World - Contract Administration	1,690	1,690	1,690
105-1950-541-4300	Leisure World - Utilities	19,247	16,500	14,684
105-2011-000-0000	DEBARY WEST:			
105-2011-541-3400	Debary West - Contracted Services @.77 + .60/unit	1,049	1,050	974
105-2011-541-3700	DeBary West - Contract Administration	1,970	1,970	1,970
105-2011-541-4300	Debary West - Utilities	18,741	17,042	14,912
105-2050-000-0000	DEBARY EAST:			
105-2050-541-3400	DeBary East - Contracted Services @.77 + .60/unit	540	541	499
105-2050-541-3700	DeBary East - Contract Administration	1,348	1,130	1,130
105-2050-541-4300	Debary East - Utilities	10,686	9,755	8,492
105-2060-000-0000	SUMMERHAVEN:			
105-2060-541-3400	Summerhaven - Contracted Services @.77 + .60/unit	364	365	342
105-2060-541-3700	Summerhaven - Contract Administration	1,090	1,090	1,090
105-2060-541-4300	Summerhaven - Utilities	12,520	11,841	10,106
105-2080-000-0000	WOODBOUND LAKES:			
105-2080-541-3400	Woodbound Lakes - Contracted Services @.77 + .60/unit	174	174	167
105-2080-541-3700	Woodbound Lakes - Contract Admin	690	690	510
105-2080-541-4300	Woodbound Lakes - Utilities	5,851	5,531	4,715
105-2120-000-0000	PINNACLE PLAZA:			
105-2120-541-3400	Pinnacle Plaza - Contracted Services @.77 + .60/unit	7	7	7
105-2120-541-3700	Pinnacle Plaza - Contract Administration	143	143	143
105-2120-541-4300	Pinnacle Plaza - Utilities	688	647	549
105-2140-000-0000	DEBARY PLANTATION:			
105-2140-541-3400	DeBary Plantation - Contracted Services @.77 + .60/unit	1,526	1,526	1,470
105-2140-541-3700	DeBary Plantation - Contract Admin	16,410	16,410	16,410
105-2140-541-4300	DeBary Plantation - Utilities	130,170	154,935	120,684
105-2150-000-0000	EAGLES NEST/GLEN ABBY:			
105-2150-541-3400	Eagles Nest/Glen Abbey - Contracted Serv @.77 + .60/unit	22	22	21
105-2150-541-3700	Eagles Nest/Glen Abbey - Contract Admin	100	100	100
105-2150-541-4300	Eagles Nest/Glen Abbey - Utilities	1,254	1,202	1,013
105-2170-000-0000	DEBARY PLANTATION WEST:			
105-2170-541-3400	DeBary Plantation West - Cont Serv @.77 + .60/unit	162	162	154
105-2170-541-3700	DeBary Plantation West - Contract Admin	510	510	510
105-2170-541-4300	DeBary Plantation West - Utilities	5,943	5,650	4,824
105-2200-000-0000	GLEN ABBEY:			
105-2200-541-3400	Glen Abbey - Contracted Services @.77 +.60/unit	619	619	597
105-2200-541-3700	Glen Abbey - Contract Administration	2,792	2,792	2,792
105-2200-541-4300	Glen Abbey - Utilities	30,288	28,988	25,203
105-2260-000-0000	DEBARY WOODS:			
105-2260-541-3400	DeBary Woods - Contracted Services @.77 + .60/unit	130	130	125
105-2260-541-3700	DeBary Woods - Contract Administration	525	503	400
105-2260-541-4300	DeBary Woods - Utilities	5,269	5,096	4,338
105-2400-000-0000	HERITAGE WOODS:			
105-2400-541-3400	Heritage Woods - Contracted Services @.77 + .60/unit	53	53	51
105-2400-541-3700	Heritage Woods - Contract Admin	160	160	160
105-2400-541-4300	Heritage Woods - Utilities	2,026	2,033	1,723
105-2450-000-0000	SURREY RUN:			
105-2450-541-3400	Surrey Run - Contracted Services @.77 + .60/unit	70	70	67
105-2450-541-3700	Surrey Run - Contract Administration	200	200	200
105-2450-541-4300	Surrey Run - Utilities	2,143	2,060	1,778
105-2460-000-0000	RESERVE AT DEBARY:			
105-2460-541-3400	Reserve At DeBary - Contracted Services @.77 + .60/unit	121	121	116
105-2460-541-3700	Reserve At DeBary - Contract Admin	503	503	503
105-2460-541-4300	Reserve At DeBary - Utilities	4,134	3,868	3,285

Fund 105 - Street Lighting Districts FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
105-2480-000-0000	PARKVIEW:			
105-2480-541-3400	Parkview - Contracted Services @.77 + .60/unit	111	111	107
105-2480-541-3700	Parkview - Contract Administration	578	578	578
105-2480-541-4300	Parkview - Utilities	6,303	6,033	5,179
105-2580-000-0000	RIVER BLUFF:			
105-2580-541-3400	River Bluff - Contracted Services @.77 + .60/unit	60	60	53
105-2580-541-3700	River Bluff - Contract Administration	260	260	260
105-2580-541-4300	River Bluff - Utilities	2,847	2,667	2,308
105-2750-000-0000	PARKVIEW HEIGHTS:			
105-2750-541-3400	Parkview Heights - Contracted Services @.77 + .60/unit	73	73	70
105-2750-541-3700	Parkview Heights - Contract Admin	410	410	410
105-2750-541-4300	Parkview Heights - Utilities	4,590	4,343	3,947
105-2760-000-0000	PINNACLE RESERVE AT DEBARY:			
105-2760-541-3400	Pinnacle Reserve At Debary - Cont Serv @.77 + .60/unit	133	132	128
105-2760-541-3700	Pinnacle Reserve - Contract Admin	508	508	508
105-2760-541-4300	Pinnacle Reserve At Debary - Utilities	5,062	4,845	4,123
105-2780-000-0000	SAXON WOODS:			
105-2780-541-3400	Saxon Woods - Contracted Services@.77 + .60/unit	430	430	414
105-2780-541-3700	Saxon Woods - Contract Administration	2,420	2,420	2,420
105-2780-541-4300	Saxon Woods - Utilities	23,983	21,398	19,433
105-2790-000-0000	DEBARY PLANTATION UNITS 17:			
105-2790-541-3400	Debary Plantation Units 17 - Contr Serv @.77 + .60/unit	200	200	193
105-2790-541-3700	DeBary Plantation Unit 17-Contract Admin	1,905	1,905	1,905
105-2790-541-4300	Debary Plantation Units 17 - Utilities	15,797	15,220	13,750
105-2900-000-0000	SPRING GLEN UNITS 1 & 2:			
105-2900-541-3400	Spring Glen Units 1 & 2 - Cont Serv @.77 + .60/unit	156	156	150
105-2900-541-3700	Spring Glen Unit 1-2 - Contract Admin	790	790	790
105-2900-541-4300	Spring Glen Units 1 & 2 - Utilities	7,520	7,221	6,301
105-2940-000-0000	WOODLANDS AT GLEN ABBY:			
105-2940-541-3400	Woodlands At Glen Abbey - Cont Serv @.77 + .60/unit	67	67	65
105-2940-541-3700	Woodlands at Glen Abbey - Contract Admin	280	280	280
105-2940-541-4300	Woodlands At Glen Abbey - Utilities	3,450	3,274	2,786
105-2950-000-0000	SPRINGVIEW UNITS 2-5:			
105-2950-541-3400	Springview Units 2-5 - Contracted Serv @.77 + .60/unit	379	379	366
105-2950-541-3700	Springview Unit 2-5 - Contract Admin	1,460	1,460	1,460
105-2950-541-4300	Springview Units 2-5 - Utilities	16,447	15,801	13,619
105-3030-000-0000	BUENA VISTA:			
105-3030-541-3400	Buena Vista - Contracted Services @.77 + .60/unit	60	60	50
105-3030-541-3700	Buena Vista - Contract Administration	223	223	223
105-3030-541-4300	Buena Vista - Utilities	1,825	1,664	1,459
105-3040-000-0000	GLEN ABBEY CLUB:			
105-3040-541-3400	Glen Abbey Club - Contracted Services @.77 + .60/unit	48	48	46
105-3040-541-3700	Glen Abbey Club - Contract Admin	320	320	320
105-3040-541-4300	Glen Abbey Club - Utilities	3,199	3,089	2,745
105-3080-000-0000	SPRINGVIEW INDUSTRIAL PARK:			
105-3080-541-3400	Springview Industrial Park - Cont Serv @.77 + .60/unit	33	32	48
105-3080-541-3700	Springview Industrial Pk-Contract Admin	190	190	190
105-3080-541-4300	Springview Industrial Pk-Utilities	2,027	1,862	1,618
105-3330-000-0000	RIVIERA BELLA:			
105-3330-541-3400	Riviera Bella - Contracted Services @.77 + .60/unit	284	283	273
105-3330-541-3700	Riviera Bella - Contract Administration	3,550	3,550	3,550
105-3330-541-4300	Riviera Bella - Utilities	33,312	32,142	29,032
105-3420-000-0000	RIVIERA BELLA PHASE 3:			
105-3420-541-3400	Riviera Bella 3 - Contracted Services @.77 + .60/unit	52	53	50
105-3420-541-3700	Riviera Bella 3 - Contract Administration	605	605	605

Fund 105 - Street Lighting Districts FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
105-3420-541-4300	Riviera Bella 3 - Utilities	5,570	5,373	4,844
105-3430-000-0000	RIVIERA BELLA PHASE 4:			
105-3430-541-3400	Riviera Bella 4 - Contracted Services @.77 + .60/unit	64	67	62
105-3430-541-3700	Riviera Bella 4 - Contract Administration	815	815	815
105-3430-541-4300	Riviera Bella 4 - Utilities	7,272	7,010	6,329
105-3460-000-0000	RIVIERA BELLA PHASE 5:			
105-3460-541-3400	Riviera Bella 5 - Contracted Services @.77 + .60/unit	71	71	68
105-3460-541-3700	Riviera Bella 5 - Contract Administration	816	816	816
105-3460-541-4300	Riviera Bella 5 - Utilities	7,698	7,419	6,700
105-3470-000-0000	RIVIERA BELLA PHASE 6:			
105-3470-541-3400	Riviera Bella 6 - Contracted Services @.77 + .60/unit	48	48	46
105-3470-541-3700	Riviera Bella 6 - Contract Administration	860	860	860
105-3470-541-4300	Riviera Bella 6 - Utilities	8,109	7,828	7,057
105-3480-000-0000	RIVIERA BELLA PHASE 7 & 8A:			
105-3480-541-3400	Riviera Bella 7 & 8A - Contracted Services @.77 + .60/unit	110	115	105
105-3480-541-3700	Riviera Bella 7 & 8A - Contract Administration	1,300	1,300	1,300
105-3480-541-4300	Riviera Bella 7 & 8A - Utilities	11,948	11,550	10,416
105-3490-000-0000	SPRINGVIEW WOODS PH 1:			
105-3490-541-3400	Springview Woods Ph 1 - Contracted Services @.77 + .60/u	67	70	65
105-3490-541-3700	Springview Woods Ph 1 - Contract Administration	880	880	880
105-3490-541-4300	Springview Woods Ph 1 - Utilities	8,013	7,683	6,943
105-3510-000-0000	RIVIERA BELLA PHASE 8B:			
105-3510-541-3400	Riviera Bella 8B - Contracted Services @.77 + .60/unit	63	64	61
105-3510-541-3700	Riviera Bella 8B - Contract Administration	660	660	660
105-3510-541-4300	Riviera Bella 8B - Utilities	5,981	5,782	5,216
105-3530-000-0000	SPRINGVIEW WOODS PH 3:			
105-3530-541-3400	Springview Woods Ph 3 - Contracted Services @.77 + .60/u	67	65	65
105-3530-541-3700	Springview Woods Ph 3 - Contract Administration	1,200	1,200	1,200
105-3530-541-4300	Springview Woods Ph 3 - Utilities	8,589	10,362	2,262
105-3540-000-0000	SPRINGVIEW WOODS PH 4:			
105-3540-541-3400	Springview Woods Ph 4 - Contracted Services @.77 + .60/u	66	64	64
105-3540-541-3700	Springview Woods Ph 4 - Contract Administration	675	675	675
105-3540-541-4300	Springview Woods Ph 4 - Utilities	3,497	5,782	1,074
105-3550-000-0000	RIVIERA BELLA PHASE 8C:			
105-3550-541-3400	Riviera Bella 8C - Contracted Services @.77 + .60/unit	63	62	62
105-3550-541-3700	Riviera Bella 8C - Contract Administration	835	835	835
105-3550-541-4300	Riviera Bella 8C - Utilities	7,683	7,326	1,891
105-3560-000-0000	RIVIERA BELLA PHASE 9A:			
105-3560-541-3400	Riviera Bella 9A - Contracted Services @.77 + .60/unit	67	68	-
105-3560-541-3700	Riviera Bella 9A - Contract Administration	601	602	-
105-3560-541-4300	Riviera Bella 9A - Utilities	5,275	5,148	-
105-3570-000-0000	RIVIERA BELLA PHASE 9B & 9C:			
105-3570-541-3400	Riviera Bella 9B & 9C - Contracted Services @.77 + .60/unit	142	-	-
105-3570-541-3700	Riviera Bella 9B & 9C - Contract Administration	1,160	-	-
105-3570-541-4300	Riviera Bella 9B & 9C - Utilities	9,905	-	-
105-9001-590-0000	RESERVES (9001):			
105-9001-590-9900	Reserves	400,763	342,702	-
		938,805	879,346	443,231
	Revenue Over/(Under) Expenditures	-	-	69,515

Fund 115 - Orlandia Heights Neighborhood Improvement District FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
115-0000-000-0000	SPECIAL REV - ORLANDIA HGTS			
115-3200-000-0000	SPECIAL ASSESSMENTS:			
115-3200-325-2000	Special Assessment	112,575	112,575	114,117
115-3200-325-2100	Special Assessment - Non Tax	-	-	-
115-3600-361-1000	Interest Income	-	-	-
115-3600-369-0000	Miscellaneous Revenues	-	-	-
115-3800-389-9000	Prior Year Carry Forward	25,000	24,975	-
		137,575	137,550	114,117
Expenditures				
115-0000-000-0000	SPECIAL REV - ORLANDIA HGTS			
115-4100-541-3000	OPERATING EXPENDITURES:			
115-4100-541-3100	Orlandia Hgts - Professional Services	2,000	2,700	-
115-4100-541-3400	Orlandia Hgts - Contract Services	24,000	24,000	23,521
115-4100-541-4000	Orlandia Hgts - Travel	100	100	-
115-4100-541-4200	Orlandia Hgts - Postage	250	250	-
115-4100-541-4500	Orlandia Hgts - Insurances	4,500	5,000	5,036
115-4100-541-4610	Orlandia Hgts - Maint - Bldgs & Grounds	500	500	-
115-4100-541-4700	Orlandia Hgts - Printing and Binding	250	250	-
115-4100-541-4900	Orlandia Hgts - Other Current Charges	250	-	-
115-4100-541-5100	Orlandia Hgts - Office Supplies	200	250	-
115-4100-541-5200	Orlandia Hgts - Operating Supplies	200	200	224
115-4100-541-5300	Orlandia Hgts - Road Mat'ls & Supplies	70,325	69,325	138,389
115-4100-541-5600	Orlandia Hgts - Contingency	10,000	10,000	-
115-9001-590-0000	RESERVES:			
115-9001-590-9900	Reserves	25,000	24,975	-
		137,575	137,550	167,170
	Revenue Over/(Under) Expenditures	-	-	(53,053)

Fund 120 - Stormwater Management FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
120-0000-000-0000	SPECIAL REV - STORMWATER			
120-3200-325-2000	Stormwater Assessment	1,810,000	1,770,849	1,880,821
120-3300-334-3000	Grant - State - Physical Environment	-	750,000	265,000
120-3300-337-3000	Grant - Local Govt - Physical Envir	-	-	201,665
120-3800-000-0000	OTHER SOURCES:			
120-3800-381-0001	Transfer In - GF	-	-	-
120-3200-325-2100	Stormwater Assessment - Non Tax	-	-	9,952
120-3600-361-1000	Interest Income	-	-	7,783
120-3600-369-9000	Miscellaneous Revenues	-	-	-
120-3800-385-0000	Proceeds - Refunding Bond	-	-	-
120-3800-389-9000	Prior Year Carry Forward	1,837,127	1,472,919	-
		3,647,127	3,993,768	2,365,221

Fund 120 - Stormwater Management FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Expenditures				
120-0000-000-0000	SPECIAL REV - STORMWATER			
120-3700-537-0000	CONSERVATION & RESOURCE MGMT			
120-3700-537-3400	Aquatic Weed Control - Contract Svcs	7,500	7,500	3,284
120-3800-538-0000	STORMWATER MGT & FLOOD CONTROL:			
120-3800-538-1000	PERSONNEL COSTS:			
120-3800-538-1200	Salaries and Wages	361,439	375,154	311,599
120-3800-538-1400	Overtime	10,000	10,000	6,309
120-3800-538-1600	Compensated Personal Leave	-	-	44,859
120-3800-538-2100	FICA	28,415	29,464	27,118
120-3800-538-2200	Retirement	37,144	38,515	35,232
120-3800-538-2301	Life & Health Insurance	97,019	88,590	75,428
120-3800-538-2400	Workers Comp	23,394	28,424	21,554
120-3800-538-3000	OPERATING EXPENDITURES:			
120-3800-538-3100	Mgt & Flood - Professional Service Fees	-	-	-
120-3800-538-3101	Mgt & Flood - Legal Fees	-	-	-
120-3800-538-3105	Mgt & Flood - Professional Fees/Engineer	25,000	25,000	3,041
120-3800-538-3107	Mgt & Flood - CEI/Inspection Services	10,000	10,000	-
120-3800-538-3400	Mgt & Flood - Contract Svcs	16,000	16,000	13,113
120-3800-538-3420	Mgt & Flood - Mandatory Lake Monitoring	70,000	70,000	73,236
120-3800-538-4000	Mgt & Flood - Travel and Per Diem	300	300	83
120-3800-538-4100	Mgt & Flood - Communications, Telephone	12,000	12,000	1,206
120-3800-538-4300	Mgt & Flood - Utility Services	15,000	15,000	7,046
120-3800-538-4430	Mgt & Flood - Equipment Rentals	7,000	7,000	6,302
120-3800-538-4500	Mgt & Flood - Insurance	-	-	-
120-3800-538-4610	Mgt & Flood - R & M Projects	250,000	145,000	296,886
120-3800-538-4660	Mgt & Flood - Maintenance - Equipment	27,500	27,500	21,462
120-3800-538-4900	Mgt & Flood - Other Current Charges&Obli	15,000	15,000	500
120-3800-538-5100	Mgt & Flood - Office Supplies	2,000	2,000	819
120-3800-538-5200	Mgt & Flood - Operating Supplies	20,165	20,165	17,921
120-3800-538-5205	Mgt & Flood - Fuel	22,000	22,000	17,105
120-3800-538-5400	Mgt & Flood - Pubs, Subs & Memberships	1,000	1,000	650
120-3800-538-5500	Mgt & Flood - Training	1,100	1,100	882
120-3800-538-6000	CAPITAL OUTLAYS:			
120-3800-538-6100	Mgt & Flood - Land	500,000	-	-
120-3800-538-6300	Mgt & Flood - Infra Capital Projects	500,000	870,000	692,066
120-3800-538-6400	Mgt & Flood - Machinery and Equipment	-	-	19,953
120-3800-538-7000	DEBT SERVICE:			
120-3800-538-7100	Mgt & Flood - Debt Service Principal	656,000	642,000	633,000
120-3800-538-7200	Mgt & Flood - Debt Service Interest	56,855	69,069	81,049
120-3800-538-7300	Mgt & Flood - Other Debt Service Costs	-	-	-
120-9002-581-9001	Transfer Out to General Fund	-	-	-
120-9001-590-9900	Reserves	875,296	1,445,987	-
		3,647,127	3,993,768	2,411,704
	Revenue Over/(Under) Expenditures	-	-	(46,483)

OPERATING EXPENSE DETAIL

Fund 120 - STORMWATER

Stormwater

3700 / 3800

-31

Professional Services	Cost	Explanation
Engineering Services	\$ 25,000	Review & Process Plans, NPDES, SJRWMD Mtgs
CEI / Inspection Svcs	10,000	Construction Engineering & Inspections
Total	\$ 35,000	

-34

Contracted Services	Cost	Explanation
Lake Monitoring	\$ 70,000	Required Contract
NAVA Fees	16,000	NAVA Tax Collector / Appraiser Fees
Total	\$ 86,000	

-40

Travel	Cost	Explanation
TBD	\$ 300	Stormwater Certifications
Total	\$ 300	

-41

Communications	Cost	Explanation
Cell Phones	\$ 1,250	Verizon Wireless
Internet Service	10,750	
Total	\$ 12,000	

-43

Utilities	Cost	Explanation
Electricity	\$ 15,000	Pumps
Total	\$ 15,000	

OPERATING EXPENSE DETAIL

Fund 120 - STORMWATER

Stormwater

3700 / 3800

-44

Rentals	Cost	Explanation
Equipment	\$ 7,000	
Total	\$ 7,000	

-46

Repairs & Maintenance	Cost	Explanation
Infrastructure	\$ 250,000	Pipe replacement, flume repairs, restoration
Equipment Maint	27,500	
Total	\$ 277,500	

-49

Other Current Charges & Oblig	Cost	Explanation
Other charges	\$ 15,000	Pump station costs/maint
Total	\$ 15,000	

-51

Office Supplies	Cost	Explanation
Office Supplies	\$ 2,000	Folders, toner, paper
Total	\$ 2,000	

-52

Operating Supplies	Cost	Explanation
Operating Supplies	\$ 20,165	Risers, bricks, riprap, concrete, uniforms
Fuel	22,000	Vehicles and mowers
Total	\$ 42,165	

OPERATING EXPENSE DETAIL

Fund 120 - STORMWATER

Stormwater

3700 / 3800

-54

Memberships/Dues	Cost	Explanation
Florida Stormwater Assoc	\$ 1,000	
Total	\$ 1,000	

-55

Training	Cost	Explanation
Staff TBD	\$ 1,100	Stormwater Certifications
Total	\$ 1,100	

-61

Capital - Land	Cost	Explanation
Benson Junction, Dirksen	500,000	
Total	\$ 500,000	

-63

Capital - Infrastructure	Cost	Explanation
James Pond Pump	500,000	
Total	\$ 500,000	

OPERATING EXPENSE DETAIL

Fund 120 - STORMWATER

Stormwater

3700 / 3800

-71

Debt Service - Principal	Cost	Explanation
Stormwater Bond Series 2012	\$ 340,000	
Stormwater Bond Series 2021	316,000	
Total	\$ 656,000	

-72

Debt Service - Interest	Cost	Explanation
Stormwater Bond Series 2012	\$ 28,892	
Stormwater Bond Series 2021	27,963	
Total	\$ 56,855	

Fund 121 - Tree Preservation FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
121-0000-000-0000	SPECIAL REV - TREE TRUST			
121-3300-331-9000	Federal Grant - Other	-	-	10,000
121-3400-341-9200	Tree - Planning Development	-	-	-
121-3500-351-1500	S/R - Code Enforcement F & F	-	-	-
121-3600-361-1000	Interest Income	-	-	-
121-3600-366-0000	S/R - Donations/Contributions	-	-	-
121-3800-389-9000	Prior Year Carry Forward	20,000	21,738	-
		20,000	21,738	10,000
Expenditures				
121-0000-000-0000	SPECIAL REVENUE - TREE TRUST FUND			
121-3900-539-4644	Tree Maintenance	-	-	-
121-3900-539-5250	Garden & Nursery Supplies	15,000	15,000	22,200
121-9000-590-6200	Buildings	-	-	-
121-9000-590-6300	Infrastructure	-	-	-
121-9002-581-9001	Transfer Out to General Fund	-	-	-
121-9001-590-9900	Reserves	5,000	6,738	-
		20,000	21,738	22,200
	Revenue Over/(Under) Expenditures	-	-	(12,200)

Fund 125 - Franchise Fees FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
125-0000-000-0000	SPECIAL REV - ELECTRIC/STR			
125-3200-323-1000	Franchise Fees - Electric	800,000	800,000	957,576
125-3200-323-4000	Franchise Fees - Gas	20,000	20,000	23,228
125-3600-369-0000	Miscellaneous Income	-	-	-
125-0000-000-0001	Transfer In from General Fund	-	-	-
125-3800-389-9000	Prior Years Carry Forward	1,269,209	1,232,169	-
		2,089,209	2,052,169	980,804
Expenditures				
125-0000-000-0000	SPECIAL REVENUE - ELECTRIC/STR			
125-4100-541-4300	Pub Works Spc Rev - Utility Services	30,000	30,000	13,008
125-4100-541-4301	Pub Works Spc Rev - Arterial Lighting	180,000	180,000	153,341
125-4100-541-4302	Pub Works Spc Rev - Traffic Signal Utili	4,000	4,000	3,670
125-4100-541-4641	Pub Works Spc Rev - Sidewalk Maintenance	50,000	50,000	28,745
125-4100-541-6000	CAPITAL OUTLAYS:			
125-4100-541-6300	Franchise - Infrastructure - Sidewalks	100,000	100,000	-
125-9001-590-9900	Reserves	396,394	1,088,169	-
125-9002-581-9312	Transfer Out to FT FL RD Improvement	700,000	-	-
125-9002-581-9001	Transfer Out to General Fund	628,815	600,000	600,000
125-9002-581-9130	Transfer Out to Econ Opp Fund	-	-	-
		2,089,209	2,052,169	798,764
	Revenue Over/(Under) Expenditures	-	-	182,040

Fund 126 - Local Option Gas Tax FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
126-0000-000-0000	SPECIAL REV - NLOGT			
126-3100-312-4200	New Local Option Gas Tax	235,293	243,915	231,274
126-3600-369-9000	Miscellaneous Revenues	-	-	-
126-3800-389-9000	Prior Years Carry Forward	800,000	536,000	-
		1,035,293	779,915	231,274
Expenditures				
126-0000-000-0000	SPECIAL REV - NEW LOCAL OPTION GAS TAX			
126-4100-541-4623	Road Resurfacing	-	754,915	-
126-4100-541-6300	Infrastructure	-	-	-
126-9002-581-9001	Transfer to General Fund (Road Resurface)	-	-	-
126-9002-581-9312	Transfer to FT FL RD Improvement	760,000	-	-
126-9001-590-9900	Reserves	275,293	25,000	-
		1,035,293	779,915	-
	Revenue Over/(Under) Expenditures	-	-	231,274

Fund 127 - Southwest Sector Mobility Fee Trust Fund FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
127-3200-324-3100	Impact Fees - Mobility Residential	200,000	200,000	510,906
127-3200-324-3200	Impact Fees - Mobility Commercial	-	-	-
127-3600-361-1000	Interest Income	50	50	2,036
127-3600-369-9000	Miscellaneous Revenue	-	-	45,000
127-3800-389-9000	Prior Year Carry Forward	642,393	300,000	-
		842,443	500,050	557,942
Expenditures				
127-4100-541-6300	Infrastructure - Mobility	-	-	73,382
127-4100-541-4900	Other Current Chg & Oblig - Mobility Fee Credits	-	-	125,751
127-9002-581-9312	Transfer to FT FL RD Improvement	700,000	-	-
127-9001-590-9900	Reserves	142,443	500,050	-
		842,443	500,050	199,133
	Revenue Over/(Under) Expenditures	-	-	358,809

Fund 128 - Park Benefit Impact Fee FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
128-0000-000-0000	TRUST FUND - PARKS BENEFIT:			
128-3200-324-6100	Impact Fees - Rec Residential	100,000	100,000	149,517
128-3200-324-6200	Impact Fees - Rec Commercial	-	-	-
128-3600-361-1000	Interest Income	-	-	1,691
128-3800-389-9000	Prior Year Carry Forward	288,085	400,000	
		388,085	500,000	151,208
Expenditures				
128-7201-572-4900	Other Current Chgs - Parks Impact Fee Credits	100,000	200,000	-
128-7201-572-6300	Parks - Infrastructure	100,000	-	-
128-9001-590-9900	Reserves	188,085	300,000	-
128-9002-581-9001	Transfer Out to General Fund	-	-	-
		388,085	500,000	-
	Revenue Over/(Under) Expenditures	-	-	151,208

Fund 129 - Public Buildings Benefit Impact Fee FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
129-0000-000-0000	TRUST FUND - PUBLIC BUILDINGS:			
129-3200-324-7100	Impact Fees - Public Bldg Re	45,000	40,000	52,517
129-3200-324-7200	Impact Fees - PB Commercial	5,000	5,000	-
129-3600-361-1000	Interest Income	-	-	384
129-3800-389-9000	Prior Year Carry Forward	151,294	100,000	
		201,294	145,000	52,901
Expenditures				
129-9001-590-9900	Reserves	51,294	145,000	-
129-1900-519-6200	Buildings - General Government	-	-	-
129-1900-519-6300	General Gov't - Buildings Infrastructure	-	-	-
129-9002-581-9311	Transfer Out - Fire Station	150,000	-	-
		201,294	145,000	-
	Revenue Over/(Under) Expenditures	-	-	52,901

Fund 130 - Economic Opportunity FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
130-3100-316-0000	Business Tax Receipts - City	32,000	32,000	31,449
130-3100-316-0010	Business Tax Receipts - County	21,331	21,333	20,138
130-3600-369-9000	Miscellaneous Income	-	-	-
130-3800-381-0001	Interfund Transfer from General Fund	-	-	-
130-3800-381-0125	Interfund Transfer from Franchise Fee Fund	-	-	-
130-3800-389-9000	Prior Years Carry Forward	131,169	140,000	-
		184,500	193,333	51,587
Expenditures				
130-5500-559-6100	Economic Opportunity - Land	-	-	-
130-9001-590-9900	Reserves	116,000	124,833	-
130-9002-581-9001	Transfer to General Fund (15%)	8,500	8,500	7,731
130-9002-594-8200	Payments to Private Org. - Grants	60,000	60,000	-
130-9002-594-8201	Payments to Private Org. - Job Incentive	-	-	-
130-9002-594-8202	Payments to Private Org. - Develop Incentive	-	-	-
		184,500	193,333	7,731
	Revenue Over/(Under) Expenditures	-	-	43,856

Fund 210 - Debt Service FT FL Road Area SAD FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
210-0000-000-0000	Debt Svc - FT FL Rd Area SAD			
210-3200-325-1000	Special Assessments - Capital Improvement	-	-	74,753
210-3800-389-4000	Donations - Other Sources	-	-	-
210-3800-389-9000	Prior Year Carry Forward	-	25,800	-
		-	25,800	74,753
Expenditures				
210-3300-533-7000	DEBT SERVICE:			
210-3300-533-7100	Debt Service Principal	-	25,000	84,000
210-3300-533-7200	Debt Service Interest	-	209	1,119
210-9002-581-9001	Transfer Out - General Fund	-	591	-
210-9001-590-9900	Reserves	-	-	-
		-	25,800	85,119
	Revenue Over/(Under) Expenditures	-	-	(10,366)

Fund 211 - Debt Service Fire Station FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
211-0000-000-0000	Debt Svc - Fire Station			
211-3800-381-0001	Transfer In - GF	-	50,479	302,855
211-3800-381-0311	Transfer In - Fire Station	-	-	-
211-3800-384-0000	Loan Proceeds	-	-	-
211-3800-389-9000	Prior Year Carry Forward	-	249,965	-
		-	300,444	302,855
Expenditures				
211-3300-522-7000	DEBT SERVICE:			
211-2200-522-7100	Debt Service Principal	-	298,000	293,000
211-2200-522-7200	Debt Service Interest	-	2,444	7,290
211-2200-522-7300	Other Debt Service Costs	-	-	-
211-9001-590-9900	Reserves	-	-	-
		-	300,444	300,290
	Revenue Over/(Under) Expenditures	-	-	2,565

Fund 300 - ARPA Capital Projects FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
300-3300-000-0000	INTERGOVERNMENTAL REV:			
300-3300-331-3610	Grant - Federal - ARPA	-	670,687	10,000,000
300-3600-369-9000	Miscellaneous Revenues	-	-	-
300-3800-389-9000	Prior Years Carry Forward	2,800,000	9,000,000	-
		2,800,000	9,670,687	10,000,000
Expenditures				
300-1900-519-3200	Accounting & Auditing	-	-	9,030
300-3800-538-6100	Stormwater - Land	-	-	120,197
300-3800-538-6300	Stormwater - Infrastructure	200,000	3,670,687	750,272
300-4100-541-6300	Transportation - Infrastructure	-	-	144,972
300-9000-590-6100	Public Works - Infrastructure	-	-	9,295
300-9002-581-9311	Transfer Out - Fire Station	2,500,000	-	-
300-9002-581-9312	Transfer Out - FT FL RD Improvement	100,000	-	-
300-9001-590-9900	Reserves	-	6,000,000	-
		2,800,000	9,670,687	1,033,766
	Revenue Over/(Under) Expenditures	-	-	8,966,234

Fund 310 - FT FL Rd Bridge FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
310-0000-000-0000	FT FL RD Bridge			
310-3300-334-4900	Grant - State - Other Transportation	1,000,000	-	-
310-3600-366-0000	Contributions/Donations Private Sources	500,000	-	-
310-3800-381-0001	Transfer In from General Fund	500,000	-	-
310-3800-384-0000	Debt Proceeds	-	-	-
310-3800-389-9000	Prior Year Cash Forward	-	-	-
		2,000,000	-	-
Expenditures				
310-9330-533-4900	Water Svcs - Other Current Charges	-	-	-
310-4100-541-6300	Transportation - Infrastructure	2,000,000	-	-
310-9001-590-9900	Reserves	-	-	-
310-9002-581-9210	Transfer to Debt Svc - FT FL RD Special	-	-	-
		2,000,000	-	-
	Revenue Over/(Under) Expenditures	-	-	-

Fund 311 - Fire Station FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
311-0000-000-0000	Fire Station #39			
311-3300-334-2000	Grant - State - Public Safety	1,250,000		
311-3800-381-0001	Transfer In From General Fund	1,250,000		
311-3800-381-0129	Transfer In From Public Bldg Impact Fee	150,000	-	-
311-3800-381-0300	Transfer In From ARPA Fund	2,500,000		
311-3800-384-0000	Loan Proceeds	-	-	-
311-3800-389-9000	Prior Year Cash Forward	-	-	-
		5,150,000	-	-
Expenditures				
311-2200-522-6200	Fire Control - Buildings	5,150,000	-	-
311-2220-522-6400	Machinery & Equipt	-	-	-
311-9001-590-9900	Reserves	-	-	-
311-9002-581-9211	Transfer to Debt Svc - Fire Station	-	-	-
		5,150,000	-	-
	Revenue Over/(Under) Expenditures	-	-	-

Fund 312 - FT FL Rd Improvement Fund FY 24 Budget

Account Number	Account Description	FY24 Adopted	FY23 Adopted	FY22 Actual
Revenues				
312-3300-334-4900	Grant - State - Other Transportation	-	-	-
312-3600-369-9000	Miscellaneous Income	-	-	-
312-3800-381-0001	Transfer From General Fund	240,000	-	-
312-3800-381-0125	Transfer From Franchise Fee Fund	700,000	-	-
312-3800-381-0126	Transfer From Local Option Gas Tax Fund	760,000	-	-
312-3800-381-0127	Transfer From SW Sector Mobility Fee Fund	700,000	-	-
312-3800-381-0300	Transfer From ARPA	100,000	-	-
312-3800-389-9000	Prior Year Cash Forward	-	27,242	-
		2,500,000	27,242	-
Expenditures				
312-4100-541-6300	Transportation - Infrastructure	2,500,000	27,242	-
312-9001-590-9900	Reserves	-	-	-
		2,500,000	27,242	-
	Revenue Over/(Under) Expenditures	-	-	-

City of DeBary
 Personnel Services Budget
 Plan for FY 2024

Title	Full Time Part Time	Budget FY24 Annual Rate Increase by	FICA	WC Premium	Retirement	Insurance Benefits	Budget FY24 Total Compensation
1100-Council							
Mayor	Elected	11,093	849	17			11,958
Vice Mayor	Elected	9,013	689	14			9,716
Councilmember	Elected	9,013	689	14			9,716
Councilmember	Elected	9,013	689	14			9,716
Councilmember	Elected	9,013	689	14			9,716
Department Total		47,145	3,607	71			50,822
1200-City Manager							
City Manager	FT	190,944	14,607	286	19,094	17,345	242,278
HR Director	FT	103,263	7,900	155	10,326	16,447	138,090
City Clerk	FT	84,287	6,448	126	8,429	13,371	112,661
Communications Specialist II	FT	52,349	4,005	79	5,235	13,049	74,716
Communications Specialist	FT	47,590	3,641	71	4,759	12,998	69,060
Community Engagement & Comms Director	FT	103,263	7,900	155	10,326	13,493	135,137
Communications Manager	FT	57,751	4,418	87	5,775	13,092	81,122
Department Total		639,447	48,918	959	63,945	99,796	853,064
1300-Finance Department							
Finance Director	FT	124,974	9,561	187	12,497	16,208	163,428
Budget/Purchasing Manager	FT	73,608	5,631	110	7,361	13,277	99,987
Accountant	FT	57,260	4,380	86	5,726	16,176	83,628
Deputy Finance Director	FT	85,295	6,525	128	8,529	13,378	113,855
Department Total		341,137	26,097	512	34,114	59,039	460,899
2402-Zoning & Code Compliance							
Planning Tech	FT 35%	17,550	1,343	26	1,755	4,575	25,249
Neighborhood Improvement Officer	FT	52,652	4,028	1,285	5,265	13,071	76,301
Senior Planner	FT 20%	12,421	950	19	1,242	2,621	17,253
Department Total		82,624	6,321	1,330	8,262	20,266	118,803

City of DeBary
 Personnel Services Budget
 Plan for FY 2024

Title	Full Time Part Time	Budget FY24 Annual Rate Increase by	FICA	WC Premium	Retirement	Insurance Benefits	Budget FY24 Total Compensation
1500-Growth Mgt							
Growth Management Director	FT	103,263	7,900	155	10,326	13,493	135,137
Senior Planner	FT	60,501	4,628	91	6,050	13,162	84,433
Planning Tech	FT 65%	32,593	2,493	49	3,259	8,496	46,891
Senior Planner	FT 80%	49,685	3,801	75	4,969	10,482	69,011
Department Total		246,042	18,822	369	24,604	45,634	335,471
1510-Engineering							
Senior Engineer	FT 60%	72,911	5,578	109	7,291	9,939	95,829
Engineer	FT	104,007	7,957	156	10,401	13,497	136,017
Department Total		176,918	13,534	265	17,692	23,437	231,846
1910-Information Tech							
I.T. Director / Records Manager	FT	103,263	7,900	155	10,326	19,182	140,825
I.T. Technician	FT	51,463	3,937	77	5,146	13,067	73,690
Department Total		154,725	11,836	232	15,473	32,249	214,516
4100-Public Works							
PW/Stormwater Deputy Director	FT 50%	38,610	2,954	942	3,861	6,643	53,010
PW/Stormwater Superintendent	FT 50%	30,685	2,347	2,611	3,068	6,608	45,321
PW/Stormwater Program Coordinator	FT 50%	21,632	1,655	32	2,163	6,499	31,982
PW Crew Chief	FT	47,958	3,669	4,081	4,796	13,141	73,645
PW/ROW Maintenance Worker II	FT	42,766	3,272	3,639	4,277	12,972	66,926
PW/ROW Maintenance Worker I	FT	35,671	2,729	3,036	3,567	12,944	57,946
PW/ROW Maintenance Worker II	FT	40,603	3,106	3,455	4,060	12,954	64,179
PW/ROW Maintenance Worker II	FT	39,240	3,002	3,339	3,924	13,013	62,519
PW/ROW Maintenance Worker I	FT	41,014	3,138	3,490	4,101	12,991	64,734
PW/ROW Maintenance Worker II	FT	43,978	3,364	3,743	4,398	13,017	68,499
OT & On-Call		11,950	914	1,017	1,195		15,076
Department Total		394,109	30,149	29,387	39,411	110,782	603,837

City of DeBary
 Personnel Services Budget
 Plan for FY 2024

Title	Full Time Part Time	Budget FY24 Annual Rate Increase by	FICA	WC Premium	Retirement	Insurance Benefits	Budget FY24 Total Compensation
7201-Parks & Recreation							
Parks & Rec Director	FT	103,263	7,900	155	10,326	13,493	135,137
Recreation Manager	FT	69,027	5,281	104	6,903	13,182	94,496
Recreation Supervisor	FT	44,951	3,439	67	4,495	13,206	66,159
Parks Superintendent	FT	77,933	5,962	2,642	7,793	13,315	107,645
Program Coordinator	FT	43,264	3,310	65	4,326	13,031	63,996
Parks Crew Chief	FT	49,256	3,768	1,670	4,926	16,086	75,705
Parks Maintenance Worker I	FT	41,685	3,189	1,413	4,168	13,220	63,676
Parks Maintenance Worker I	FT	45,860	3,508	1,555	4,586	12,997	68,505
Parks Maintenance Worker I	FT	34,979	2,676	1,186	3,498	12,938	55,276
Parks Maintenance Worker II	FT	42,355	3,240	1,436	4,236	13,091	64,358
Parks Maintenance Worker III	FT	49,321	3,773	1,672	4,932	15,755	75,453
Parks Maintenance Worker III	FT	46,985	3,594	1,593	4,698	13,040	69,911
OT & On-Call		23,400	1,790	793	2,340		28,323
Summer Camp		47,250	3,615	1,602			52,466
Recreation Aids		8,400	643	285			9,327
Department Total		727,929	55,687	16,236	67,228	163,354	1,030,434
General Fund 001 Total		2,810,075	214,971	49,361	270,728	554,557	3,899,691
3800-Stormwater - Fund 120							
PW/Stormwater Deputy Director	FT 50%	38,610	2,954	942	3,861	6,643	53,010
PW/Stormwater Superintendent	FT 50%	30,685	2,347	2,611	3,068	6,608	45,321
PW/Stormwater Program Coordinator	FT 50%	21,632	1,655	32	2,163	6,499	31,982
Engineer	FT 40%	48,608	3,718	73	4,861	6,493	63,752
PW/SW Crew Chief	FT	50,489	3,862	4,297	5,049	13,074	76,771
PW/SW Maintenance Worker I	FT	35,152	2,689	2,991	3,515	13,028	57,376
PW/SW Maintenance Worker II	FT	45,168	3,455	3,844	4,517	13,027	70,011
PW/SW Maintenance Worker II	FT	43,978	3,364	3,743	4,398	15,597	71,079
PW/SW Maintenance Worker II	FT	45,168	3,455	3,844	4,517	16,050	73,033
OT & On-Call		11,950	914	1,017	1,195		15,076
Stormwater Fund 120 Total		371,439	28,415	23,394	37,144	97,019	557,410
Total City Payroll		3,181,514	243,386	72,755	307,872	651,576	4,457,102

City of DeBary
 Outstanding Balance on Bonds as of 10/1/2023

Due Date	Principal	Interest	Total
Stormwater Assess Refund, Ser 2021		1.408%	
12/1/2023	158,000.00	14,537.60	172,537.60
6/1/2024	158,000.00	13,425.28	171,425.28
12/1/2024	161,000.00	12,312.96	173,312.96
6/1/2025	160,000.00	11,179.52	171,179.52
12/1/2025	163,000.00	10,053.12	173,053.12
6/1/2026	162,000.00	8,905.60	170,905.60
12/1/2026	182,000.00	7,765.12	189,765.12
6/1/2027	182,000.00	6,483.84	188,483.84
12/1/2027	369,000.00	5,202.56	374,202.56
6/1/2028	370,000.00	2,604.80	372,604.80
	<u>2,065,000.00</u>	<u>92,470.40</u>	<u>2,157,470.40</u>
Stormwater Assess Refund, Ser 2012		2.33%	
12/1/2023	340,000.00	16,426.50	356,426.50
6/1/2024	-	12,465.50	12,465.50
12/1/2024	350,000.00	12,465.50	362,465.50
6/1/2025	-	8,388.00	8,388.00
12/1/2025	355,000.00	8,388.00	363,388.00
6/1/2026	-	4,252.25	4,252.25
12/1/2026	365,000.00	4,252.25	369,252.25
	<u>1,410,000.00</u>	<u>66,638.00</u>	<u>1,476,638.00</u>
Stormwater Total	<u>3,475,000.00</u>	<u>159,108.40</u>	<u>3,634,108.40</u>



City Council Meeting City of DeBary AGENDA ITEM

Subject: Gateway Center for the Arts Agreement Renewal	Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Jason Schaitz Parks and Recreation Director	
Meeting Hearing Date 09/20/2023	

REQUEST

The Parks and Recreation Department is requesting Council approve the annual renewal for the Gateway Center for the Arts Facility Use Agreement.

PURPOSE

The request is needed at this time because the agreement is up for renewal September of each year.

CONSIDERATIONS

- The City has had a long standing positive relationship with Gateway Center for the Arts Inc., partnering with them on events and to promote the arts throughout the local community.
- The initial agreement was signed 5/18/22 with an annual term from September 1 – August 31 to align with Gateway Center of the Arts fiscal year and programming schedule.
- In the time since the agreement has been signed, the City has invested around \$50,000 of approved capital funding in the building for items such as painting the exterior, repairing the overhang, landscaping, drywall repairs, new parking lot lights, security system, and electrical improvements. There is an additional \$50,000 for the remainder of initial facility improvements proposed in the FY 23/24 budget.
- The City has worked with the Gateway Center of the Arts over the past year to implement new operating procedures including operational responsibilities for each party, processes for reporting maintenance or cleanliness issues, providing programming and events through a shared calendar, and City use of the facility.

COST/FUNDING

Cleaning and maintenance costs are budgeted in the current and proposed FY 23/24 budget. An additional \$50,000 of capital improvements has been requested as well.

RECOMMENDATION

It is recommended the Council approve the renewal of the Facility Use Agreement with Gateway Center for the Arts Inc.

IMPLEMENTATION

Upon approval, the City will continue to work with Gateway Center for the Arts to provide arts and cultural programming and events as well as maximize the use of the facility.

ATTACHMENTS

Attachment A: Facility Use Agreement

Attachment B: Gateway Center for the Arts Supplemental Materials

**Facility Use Agreement
Gateway Center for the Arts, Inc. and the City of DeBary**

WHEREAS, the City of DeBary (“City”) is agreeable to allowing the Gateway Center for the Arts, Inc. (“GCA”) use of said facilities on park property owned or leased by the City; and

WHEREAS, it is desirable that the respective duties and responsibilities of the parties be set forth in a written agreement (the “Agreement” or the “Contract”); and

WHEREAS, both parties hereto agree that the services and instruction rendered by GCA and the land provided by the City are for the good and betterment of the community and in the best interest of the public;

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

WITNESSETH:

1. For and in consideration of the covenants herein contained, the City hereby agrees to the use of the Gateway Center facility located at 880 US-17, DeBary, FL 32713 (“Facility”) by GCA for events and programs as described herein, and, in order for any such use to be granted, GCA must supply the City with any Facility use requests by the dates outlined in this agreement. Any changes to program and event dates must be submitted to the City a minimum of two weeks in advance to confirm date, time, availability, and location of needs. Failure to timely submit schedules or schedule changes outlines in this agreement may result in the facility not being available for GCA’s use. The right of use granted hereunder is in the nature of a license revocable by the City at any time pursuant to the terms of this Agreement and confers no estate, tenancy, lease, or other similar rights in connection with the Facility upon GCA or any other entity.
2. This Agreement is for a term of five-years with five (5) additional one-year renewals conditioned upon the mutual consent of the parties and the parties’ compliance with the renewal terms set forth herein. The term of this Agreement is for the five-year period commencing upon execution of this Agreement, and will be subject to renewal by exchange of written notice between the parties as set forth herein. Notwithstanding the preceding, either party may cancel this Agreement at will and in its sole discretion at no penalty to either party upon thirty (30) days written notice to the other party. If this Agreement is renewed after the initial five-year term, such renewal term will commence September 1st of each subsequent year and be expressly conditioned upon the following terms:
 - A. That both parties are willing to renew the Agreement.

- B. That GCA must make a request for renewal in writing to the City in August of each year. As a condition of any such renewal, GCA must provide financials and an annual report for the previous four quarters to the City.
 - C. GCA shall furnish to the City the following information:
 - (1) A financial report covering the prior period of the Agreement, indicating the complete revenues and expenditures of the GCA during such term.
 - (2) A statement relative to the goals set for the coming year and how they are proposed to be accomplished.
3. GCA agrees to and will at all times indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, agents, and employees from and against all liability, claims, demands, damages, and costs of every kind and nature, including attorney's fees at trial or appellate levels and all court costs arising out of GCA's use or occupation of the Facility or property upon which Facility is located, including any injury to or death of the GCA's employees, agents, invitees, guests, members, and youth players, and damage to any and all property, including loss of use thereof, resulting from or in connection with activities or use of the above facilities by GCA, its agents, servants, employees, volunteers, members, guests, invitees or youth players, or resulting from the negligence, intentional torts, and criminal actions of GCA, its agents, servants, employees, volunteers, members, guests, invitees and youth players or participants. GCA and the City acknowledge and agree that GCA is solely responsible for the reasonable supervision, control, protection and safety of the GCA's agents, servants, employees, volunteers, members, guests, invitees and youth players or participants. GCA shall, upon request from the City, defend and satisfy any and all suits arising from the GCA's use of the Premises. This paragraph and all indemnification and hold harmless provisions of this Agreement will survive the termination and expiration of this Agreement. Further, the City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section or part of this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of sovereign immunity or the limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
4. GCA agrees to duly turn over ownership of all building equipment, furnishings, fixtures, and appliances essential to the operation of the building, including, but not limited to, theatre lighting, electronics, sound and projection equipment, tables, chairs, refrigerators, and other similar equipment, furnishings, and fixtures to the City, and the City will be responsible for maintaining, repairing, and replacing these items.

GCA will maintain ownership of equipment and electronics that are used for its business and program operations such as computers, art supplies, theatre supplies and props, crafts and homemade jewelry, art displays, and other consumables. GCA will be solely responsible for maintenance, replacement, and repair of these items.

5. The City agrees to:

- A. Perform Facility Repair and Maintenance with regard to the interior and exterior of the Gateway Center facility and property in accordance with the standards deemed appropriate by the City. Such duties include, but are not limited to, mowing, landscaping, repairs, and facility maintenance. Any other requests or instructions regarding facility repair and maintenance must be submitted in writing by GCA and approved by the City.
- B. Facility Repair and Maintenance is further defined to include repair and maintenance of the following items located at the Gateway Center facility or city-owned property upon which such facility is located:
 - 1. AC Service, Repairs, and Replacement
 - 2. Electrical
 - 3. Plumbing
 - 4. Sewer and Lift Station
 - 5. Fire Suppression System and Extinguishers
 - 6. Alarm System
 - 7. Drywall Repair
 - 8. Structural and Mechanical
 - 9. Interior and Exterior Lighting
 - 10. Irrigation Repair and Maintenance
 - 11. Well Maintenance and Repair
 - 12. Pest Control
 - 13. Preventative maintenance and daily cosmetic concerns such as painting, patching, etc.
 - 14. Maintenance and repair of floors, including hard wood floors and stage.
 - 15. Parking Lot and Sidewalks
 - 16. Roof and Gutters
- C. Cause daily general cleaning of the facility to be performed, regardless of whether such is performed by a contractor, agent, or the personnel of the City itself. This does not include cleaning up after or putting away supplies and equipment used in connection with GCA programs and events, for which GCA shall remain responsible.
- D. Provide or otherwise keep extra tools on-site at all times for minor facility repairs.
- E. Assume payment of all utilities. The City reserves the right to issue guidelines to GCA and others concerning utility usage.

- F. Provide trash receptacles and trash collection (dumpster and solid waste collection services).
 - G. The City will responsible for coordinating and cleaning up after all private rentals by entities other than GCA as well as any City events or programs.
6. GCA agrees that it will:
- A. Coordinate art services programs, activities, and events and provide all staff or volunteers essential for operating or otherwise conducting such programs, events, or activities based on the standards set forth in this agreement.
 - B. Timely provide to the City for pre-approval, a copy of schedules for desired space needs (by predetermined due dates in this agreement).
 - C. Clean all appliances as needed and as otherwise may be desired by the City following conduct of a GCA activity, program, or event.
 - D. Maintain organization and cleanliness before, during, and after all GCA programs and events to include, but not be limited to: removing trash, cleaning and sanitizing touchable surfaces, cleaning the floors, and putting away equipment in proper storage areas.
 - E. Install supplies (provided by the City) for restroom facilities, including toilet paper, soap, paper towels, disinfectants, and other cleaning implements, and keep facilities clean during GCA and GCA sponsored programs and events as a backup function when City maintenance is unavailable.
 - F. Provide concession services in accordance with specifications established by the State Sanitary Code.
 - G. Provide all equipment and supplies required in connection with said activities, *e.g.*, theatre equipment, props, art supplies, event supplies, camp supplies, etc.
 - H. Not add any structural materials or make any physical improvements to the facility without the consent of the City. GCA will obtain the prior written approval of the City before GCA may make or authorize physical improvements or structural additions to any part of the facility. Unapproved structural changes or physical improvements to the facilities will, upon the request of the City, require GCA to restore or otherwise cause to be restored the facilities back to their original condition at GCA's expense.
 - I. Report damage, vandalism, problems, and safety hazards to the City immediately.
 - J. Provide one individual to act as the GCA representative and liaison between the GCA and the City.

- K. Maintain control of participants, visitors, and spectators, and ask rule violators to leave the facility or contact appropriate law enforcement agency as necessary. GCA agrees to have a GCA official at the facility during the conduct of all GCA or GCA sponsored or hosted programs, activities, and events. The City will assist with co-sponsored events and will be solely responsible for the City's own participants and invitees for City sponsored or hosted events and functions.
- L. Provide the City with a complete list (including names, phone numbers, and emails) of all GCA Employees and Board Members. GCA will provide a written statement listing the total number of registered program participants that are City residents and non-residents.
- M. Provide the City with a copy of the GCA regulations, charter, policies, procedures, guidelines, and organizational chart.
- N. Report all accidents or injuries to employees, spectators, visitors and participants occurring on facility property within 48 hours, by both telephone and a follow up written report.
- O. Provide the City with details of registration information and events (dates, times, locations, costs, etc.).
- P. The City will issue any necessary codes/combinations/ and or keys to be used by the GCA employees and board members. These items are not to be duplicated or shared outside of the GCA needs.
- Q. Operate concession facilities during non-GCA related activities and/or special events. If the GCA cannot operate concessions during these pre-determined dates, the City reserves the right to operate and/or assign this service to outside vendors.
- R. Give the City two weeks' notice on any schedule changes or additions. Schedule changes or additions can be accommodated only if space is available.
- S. Set GCA operating hours at the facility where GCA staff or volunteers will be on site and give these hours to the City. Any changes to building and GCA operating hours must be given to the City with two weeks' advance notice.
- T. Communicate building information and rental pricing and provide tours of the facility during set operating hours to those interested in renting the facility for events, functions, and other activities. GCA shall further refer any entities interested in booking or reserving the facility to the City to make any such arrangements.
- U. Open the facility during operating hours and lock and secure the facility daily upon closing. Any facility damage, vandalism, or stolen goods that occur due to negligence of the GCA securing the facility will be the responsibility of the GCA to remedy at their own expense.

7. GCA will have the use of the above referenced facility as set forth in this Agreement. The facility will be scheduled for programming by school calendar year. GCA shall submit to the City, for City approval, a proposed schedule of programs, activities, and events for each subsequent school year by May 31st of each year.

Upon receipt and approval of GCA's annual schedule request, the City will, provided that it notes no basis for objection or modification of such request, book the facility for the proposed programs, activities, and events through a live calendar in which GCA will have access to. Any new GCA calendar bookings throughout the year can be taken first come first serve alongside rentals and City programs or events.

If GCA desires to change its approved schedule of activities submitted to the City, GCA shall request in writing such change from the City Parks and Recreation Director. Any such changes to program and event dates must be submitted to the City a minimum of two weeks in advance to confirm date, time, availability, and location of needs. The City Parks and Recreation Director, in his or her sole discretion, will have the right to grant or deny GCA's request for a schedule change. GCA shall release use of the facilities at times when they are not scheduled or when they are required for use by the City for purposes of maintenance or use by others.

8. GCA must provide art and cultural services year round. Failure to provide programs, activities, and events on a year-round basis to meet the needs of the community may result in termination of this Agreement. Programs include, but are not limited to, art and theatre classes, art and theatre camps, art galleries, theatre productions, and other stage entertainment. Programs, activities, and events provided shall be outlined in GCA's annual report to the City each year.
9. Scheduling of all facilities is at the sole discretion of the City. GCA acknowledges and agrees that there may be times when the City will need to utilize the facilities or otherwise deny GCA's use of the facilities on its scheduled day(s), whether due to an emergency or any other important event that may occur, which as determined by the City in its sole discretion, requires the City to deny GCA's use of the facilities. If the City denies GCA's use of the facilities on one or more approved scheduled days, the GCA shall relinquish use of the facilities immediately upon receiving notice thereof from the City. Throughout the year, no other entity may use GCA's equipment or fixtures without GCA's express permission.
10. The City reserves the right to coordinate any programs or events in the building or on the property at any time for the City's programs, events, or for emergency use as stated above. The City should plan and book City programs and events only after the proposed GCA event calendar is submitted to the City by May 31st each year.
11. The City will be responsible for managing the building calendar and booking all private facility rentals such as weddings, receptions, parties, meetings, etc. All private rental fees will be set by the City, and all private rental revenue will go to the City. If GCA gets an

inquiry for a private rental, GCA should direct all such inquiries to the City's Parks and Recreation Department for booking based upon availability as scheduled around previously scheduled programs, activities, and events. Any contractual agreements for private rentals currently in place with GCA prior to this agreement may stay in place with GCA until those agreements end. Any such rental dates must be included in the GCA calendar of events submitted to the City in order to guarantee that space and capacity will be available.

12. GCA at its own cost and expense shall keep in force during the term of this Agreement; insurance from an insurance company licensed in the State of Florida and rated "A", Class "X" or better by A.M. Best. The required insurance shall be evidenced by a certificate of insurance, which must be submitted to and approved by the City prior to the effective date of this Agreement.

The City of DeBary must be listed as an additional named insured under the Comprehensive General Liability Insurance policy, and the City must be provided with a thirty-day (30) notice in the event of cancellation, non-renewal or adverse change to the policy.

GCA shall provide Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence, combined single limit. Such policy may not allow the policy limits to be reduced by defense and claim expenses. Such insurance must be issued on an occurrence basis and include coverage for GCA's operations, independent contractors, subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, contractors, or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by GCA or by any of its subcontractors arising from operations conducted under this Agreement. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly GCA's Agreement to indemnify, defend and hold harmless the City as provided in the Agreement. The commercial general liability policy must provide coverage to the City when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of the City in GCA's Care, Custody or Control or Property of City on which operations are being conducted. When the City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used and must provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. GCA shall require any subcontractors performing work or providing services in connection with this Agreement to add the City to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. The commercial general

liability policy must provide a waiver of subrogation in favor of the City and any other party required by this Agreement to be named as an additional insured. :

Failure to comply with this requirement will render this Agreement void at the election of the City except that all indemnification and hold harmless provisions and provisions pertaining to the City's sovereign immunity protections shall survive.

13. Any vendors or other contractors operating on property or within the facility that are not GCA staff or volunteers must have and maintain \$1,000,000 in general liability insurance with the City listed as an additional named insured. Such vendors or other contractors must also execute a contractual agreement with the City, in a form prescribed by the City, describing the services or activities that such vendors or contractors will be providing or otherwise engaged in on the City's property and agreeing to indemnify, defend, and hold the City harmless from any and all liability arising from their activities on City-owned property. Copies of such contractual agreements and proof of insurance must be kept current by GCA and provided to the City upon request. Failure to comply with this paragraph will result in non-compliant vendors or contractors being barred from City property, including the facility.
14. Any paid contracted instructors hired by GCA must have a signed W9 and waiver holding GCA and the City harmless while conducting any classes, programs, or events on City property or within the facility. Copies of the W9 and waivers must be kept current by GCA and provided to the City upon request.
15. If GCA operates a concession facility or in any way distributes or sells food, beverages, candy or foodstuffs of any description, GCA agrees to fully indemnify, defend, and hold harmless the City (in accordance with paragraph 3 herein) from and against any claim, damages, or costs arising from or in connection with the provision of such foodstuffs.
16. This Agreement may not be assigned or transferred in any manner by GCA or the City and any such assignment or transfer is expressly prohibited.
17. This Agreement is binding upon the parties hereto and their successors and assigns.
18. Any previously existing oral or written agreements are terminated as of the effective date of this Agreement and will be deemed to be hereafter null and void and of no further force and effect whatsoever.
19. No modifications, amendments, or alterations in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties.
20. This Agreement is governed by and must be interpreted in accordance with the laws of the state of Florida. Any and all legal action arising out of this Agreement will, if in state court, have its exclusive venue in a court of appropriate and proper jurisdiction located in Volusia County, Florida, or if in federal court, the Middle District of Florida, Orlando Division.

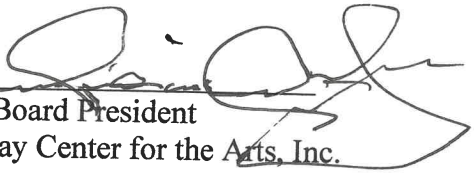
21. If any terms or provisions of this Agreement, or the application thereof to any person or circumstance is, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the fullest extent permitted by law.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of MAY, 2022.

Date: 5/9/22

Date: 5/9/22

BY:

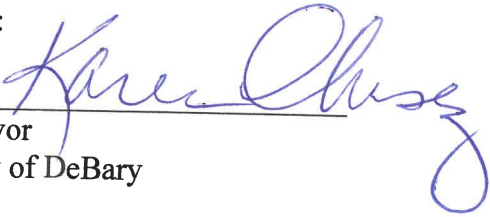

GCA Board President
Gateway Center for the Arts, Inc.


Witness
Gateway Center for the Arts, Inc.

Date: 5/18/2022

Print Name: Saundra H. Gray

BY:


Mayor
City of DeBary

2022-2023 Fiscal Year Gateway Center for the Arts

Gallery Shows

Celebration of Culture Exhibit
Peppermint Gallery Exhibit
Annual Members Exhibit
Youth Celebration of the Arts Exhibit
Nestor Charneco Exhibit
"Volusia Students Create" Exhibit
Ken Harris Group Exhibit
100 in the Shade

Total: 8 Exhibits

Gallery scheduled 345 Days

Classes

Open Studio
Yoga Beginner
Yoga Advanced
Singphony
Pottery
Improv
Sip & Splatter

Total 8 Classes

Class/Theater/Gallery scheduled 195 Days

Summer Art/Theater Camps

A Waxy Crayon Explosion
Sand Sun and Shells
Desert or Dessert?
Black Light Wonder
Splatter
Floating Down The Amazon
Playin Games?
Art of Motion
Moana
Narnia
Willy Wonka

Total - 11 Camps

Theater & Classrooms scheduled 8 weeks

Concerts & Events

America Sings Folk
(8) Barefoot In The Park Theater Production
Bunco
A Christmas Carol Theater Production
(10) Comedy Chasers
(2) Improv Event
Jazz Night
NYCE Guys
(2) Saturday Scene
(4) Sip & Splatter Painting
Summer Celebration Of Song
The Crew
This is Christmas
Trivia Night
(6) Who Dunnit Theater Production
(3) "Narnia" Summer Performance
(3) "Willy Wonka" Summer Performance
(3) "Moana" Summer Performance

Total - 18 Events

Theater scheduled/utilized 50 Days

Festivals

23rd Youth Celebration of the Arts
Crafts & Carols Festival with City of DeBary

Total - 2 festivals

**Number of times building is utilized
632**



2022-2023 YEAR END Income & Expense

9/1/2022 through 8/31/2023

9/10/2023

Page 1

Category	9/1/2022- 8/31/2023
INCOME	
CLASS INCOME	17,623.00
CONCESSION INCOME	4,685.69
FACILITIES RENTAL INCOME	10,880.00
GALLERY CONSIGNMENT INCOME	217.20
GIFTSHOP INCOME	2,180.32
GRANTS MUNICIPAL & CORPORATE	77,471.06
MEMBERSHIP	1,530.93
SPONSORSHIPS & DONATIONS	15,085.00
SUMMER ART & THEATRE CAMP INCOME	51,437.00
THEATRE & EVENTS INCOME	18,968.91
UNITED STATES TREASURY	522.88
TOTAL INCOME	200,601.99
EXPENSES	
ACCOUNTING EXPENSES	8,153.32
ADVERTISING & MARKETING	418.68
ALPHA & OMEGA HUMAN RESOURCES	201.00
CLASS EXPENSE	10,619.39
CONCESSION EXPENSE	2,562.01
FACILITY EXPENSE	19,825.34
FLORIDA DEPT. OF REVENUE	180.50
GALLERY CONSIGNMENT EXPENSE	207.23
GIFT SHOP EXPENSE	1,704.21
LEGAL	3,925.00
OFFICE SUPPLIES	1,553.09
PAYROLL	102,363.29
SUMMER CAMP EXPENSE	20,484.38
TECHNOLOGY EXPENSE	8,160.84
THEATRE & EVENTS EXPENSE	15,581.43
VOLUNTEERS	3,548.88
TOTAL EXPENSES	199,488.59
OVERALL TOTAL	1,113.40

Gateway Center for The Arts
Balance Sheet
8-31-2023

ASSETS	
TD Bank Operating	\$ 86,372.61
TD Savings	\$ 1,075.37
Petty Cash Lock Box	\$ 300.00
Concession Register	\$ 150.00
Front Register	\$ 200.00
Total Checking/Savings	\$ 88,097.98
FIXED ASSETS	
Theatre Equipment	\$ 3,018.00
Furniture & Equipment	\$ 8,400.00
Computer Equipment	\$ 6,700.00
Total Fixed Assets	\$ 18,118.00
Other Assets	
Art Work	\$ 20,000.00
Total Assets	\$ 126,215.98

Liabilities	
Account Payable	\$ -
Credit Card	\$ 2,717.19
Total Liabilities	\$ 2,717.19

Proposed 2023-2024 Fiscal Year Gateway Center for the Arts

Gallery Shows

100 in the Shade Exhibit
Beaux Exhibit
Deland Fall Festival Exhibit
Peppermint Gallery Exhibit
Annual Members Exhibit
Youth Celebration of the Arts Exhibit
"Volusia Students Create" Exhibit
Kurt Harris Exhibit
Summer Exhibit

Total: 8 Exhibits

Classes

Open Studio
Jazzercise
Singphony
* Calendar-Making
Pottery
Improv
* Wreath-Making
* Holiday Card-Making
* Garden Art
Sip & Splatter

Total 10 Classes

Summer Art/Theater Camps

8-9 Week Art Camp
6 Week Theater Camp

Total - 11 Camps

Concerts & Events

(8) 12 Angry Jurors Theater Production
(3) Bunco
A Holiday Cabaret Theater Production
(10) Comedy Chasers
(6) "New Playwright Series 1" - Theater Production
(2) Improv Event
NYCE Guys Concert
(2) Saturday Scene
"Steppin" Concert/Dance
(4) Sip & Splatter Painting
The Crew Concert
Singphony Youth Chorus Presentation
(2) Trivia Night
(6) "New Playwright Series 2" - Theater Production
(8) Spring Theater Production
(3) Summer 1 Performance
(3) Summer 2 Performance
(3) Summer 3 Performance

Total - 18 Events

Festivals

23rd Youth Celebration of the Arts
Crafts & Carols Festival with City of DeBary

Total - 2 festivals



Gateway's Strategic Plan: 2023-2024

Gateway Center for the Arts seeks to advance the quality of life within its sphere of influence by making available and providing access to multi-disciplines of art and culture bringing aesthetic awareness, and promoting lifelong learning and wellness to people of all ages, cultural heritage & abilities. Gateway Center also encourages and perpetuates the production, preservation, conservation, viewing of the fine arts, and the educational support of the arts to all.

We dedicate our programs to serve children and adults not only in DeBary but all neighboring communities.

Our Goals for 2023-2024 are:

- Enlarge our Board of Directors with people who share a common goal and will support our Vision.
- We will market through our community to increase our Volunteer Program.
- Educate and market our communities with all of the services we offer.
- Properly fund to increase size of staff to accommodate new opportunities and membership.





City Council Meeting City of DeBary AGENDA ITEM

Subject: Resolution # 2023-17	Attachments: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
From: Steven E. Bapp, AICP Growth Management Director	
Meeting Hearing Date September 20, 2023	

REQUEST

Staff is requesting the City Council approve Resolution # 2023-17, adopting an official list of City-owned real property appropriate for use as affordable housing, pursuant to Florida Statute 166.0451(1).

PURPOSE

To adopt a resolution required by Florida Statute 166.0451(1).

CONSIDERATIONS

Background

Senate Bill 102, entitled the Live Local Act, was signed into law by the Governor on March 29, 2023 and came into effect July 1, 2023. Section 7 of the Live Local Act amends Florida Statute 166.0451(1) to establish a new deadline of October 1, 2023 for the required property inventory list of all real property owned by the City appropriate for use as affordable housing (also referred to as “workforce housing”).

The property inventory list has been a requirement since July 1, 2007, but has not been maintained by the City. The City must update this list every three years after adopting it.

The Live Local Act adds the requirement that this inventory list be publicly available on the City’s website to encourage potential development.

Resolution

Resolution # 2023-17 adopts the official list of City-owned real property deemed appropriate for use as affordable housing pursuant to Florida Statute 166.0451(1). The list is referred to in the Resolution as Exhibit A. The list states “As of October 1, 2023, the City of DeBary does not own any property that is appropriate for the development of affordable/workforce housing”. This statement is based on an analysis conducted by Staff, which examined the Zoning Map, Comprehensive Plan, and the context of the vicinity of each property’s area and how its current use relates to the vicinity.

COST/FUNDING

None.

RECOMMENDATION

It is recommended the City Council: Adopt Resolution # 2023-17, adopting an official list of City-owned real property deemed appropriate for use as affordable housing pursuant to Florida Statute 166.0451(1).

IMPLEMENTATION

If the Council adopts the resolution, the list will be published online.

ATTACHMENTS

- Resolution # 2023-17

RESOLUTION NO. 2023-17

A RESOLUTION OF THE CITY OF DEBARY, FLORIDA, ADOPTING AN OFFICIAL LIST IDENTIFYING CITY-OWNED REAL PROPERTY DEEMED APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, section 166.0451, Florida Statutes, requires all municipalities in Florida to prepare an inventory list of real property owned by each municipality that is appropriate for use as affordable housing by October 1, 2023, and every three years thereafter; and

WHEREAS, section 166.0451, Florida Statutes, further requires each municipality to review the inventory list at a public hearing, to adopt a resolution that includes the inventory list of such property, and to post the inventory list on the municipality's website; and

WHEREAS, the City of DeBary ("City") has prepared and reviewed the City's official inventory list of City-owned property deemed suitable for affordable housing and now seeks to adopt the inventory list as required by section 166.0451, Florida Statutes.

IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1. The Mayor and City Council of DeBary does hereby adopt the official list of real property owned by the City that which is appropriate for use as affordable housing, pursuant to section 166.0451(1), Florida Statutes, hereto attached and made a part of this resolution as Exhibit A.

SECTION 2. SEVERABILITY. If any part of this Resolution is found to be invalid, the remainder shall nevertheless be given full force and effect.

SECTION 3. CONFLICTS. This Resolution shall control over any Resolutions or parts of Resolutions in conflict herewith.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

ADOPTED BY the City Council of the City of DeBary, Florida this ____ day of _____, 2023.

ATTEST:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Annette Hatch, CMC, City Clerk

Karen Chasez, Mayor

EXHIBIT A

As of October 1, 2023, the City of DeBary does not own any property that is appropriate for the development of affordable/workforce housing



City Council Meeting City of DeBary AGENDA ITEM

<p>Subject: Resolution 2023-21, Landscape Construction & Maintenance Memorandums of Agreement for Integra and DeBary Town Park Projects.</p> <p>From: Richard Villasenor, City Senior Engineer</p> <p>Meeting Hearing Date September 20, 2023</p>	<p>Attachments: <input type="checkbox"/> Ordinance</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input checked="" type="checkbox"/> Supporting Documents/ Contracts</p> <p><input type="checkbox"/> Other</p>
--	---

REQUEST

Staff is requesting City Council approve Resolution # 2023-21 for establishing the determination for the respective maintenance responsibilities of the City and FDOT for the Integra and Town Park projects.

PURPOSE

The purpose is to allow construction of the connector trail along Highway 17-92.

CONSIDERATIONS

- The City currently has a Memorandum of Agreement Contract with FDOT for maintenance of State Rights-of-Ways.
- City Code streetscape standards along US HWY 17-92 and within the Transit Oriented Development require removal of existing sidewalks and construct a multi-use trail that meanders, straddling both the project’s private property side and the FDOT Right of Way line.
- Building a non-standard sidewalk in State Rights-of-Way requires a Landscape Agreement with FDOT for that segment.
- The Integra 289 Exchange agreement was not completed during the approvals and construction of that project and is included for execution together with the upcoming Town Park project.
- Once approved, FDOT will issue their permits to Town Park.

COST/FUNDING

No cost for these agreements.

RECOMMENDATION

It is recommended that the City Council approve Resolution 2023-21, establishing determination for the respective maintenance responsibilities of the City and FDOT.

IMPLEMENTATION

Effective upon council adoption.

ATTACHMENTS

Resolution No. 2023-21

Exhibit A – Landscape Agreement for Integra Project

Exhibit B – Landscape Agreement for Town Park Project.

Effective Area Exhibits

RESOLUTION NO. 2023-21

A RESOLUTION APPROVING THE CITY OF DEBARY'S EXECUTION OF TWO LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUMS OF AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF DEBARY FOR THE INTEGRA-289 AND DEBARY TOWN PARK DEVELOPMENTS; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City seeks to install and maintain certain landscaping within the rights of way of State Road 15/600 (US 17-92) as part of the Integra-289 development ("Integra Development") and as part of the DeBary Town Park Development ("Town Park Development");

WHEREAS, FDOT has jurisdiction over and maintains State Road 15/600 as part of the State Highway System;

WHEREAS, the City, as part of the respective landscaping projects for the Integra Development and Town Park Development, seeks to remove or otherwise has removed sidewalk from a portion of such rights-of-way and replaced existing sidewalks or connecting the remaining sidewalk to a city sidewalk located off such rights-of-way; and

WHEREAS, in order to facilitate the aforementioned landscaping project for the Integra Development and determine the respective responsibilities of the City and FDOT with regard to same, the parties wish to enter into the Landscape Construction and Maintenance Memorandum of Agreement for the Integra-289 development attached hereto as **Exhibit A**; and

WHEREAS, in order to facilitate the aforementioned landscaping project for the Town Park Development and determine the respective responsibilities of the City and FDOT with regard to same, the parties wish to enter into the Landscape Construction and Maintenance Memorandum of Agreement for the DeBary Town Park development attached hereto as **Exhibit B**; and

WHEREAS, FDOT has requested that the City execute and deliver to FDOT the two Landscape Construction and Maintenance Memoranda of Agreement for the aforementioned developments; and

IT IS HEREBY RESOLVED BY THE CITY OF DEBARY AS FOLLOWS:

SECTION 1: *Findings.* The above recitals are adopted by the City Council as its legislative findings.

SECTION 2: *Approval and Execution of the Amendment to the Integra-289 Agreement.* The City Council hereby approves and authorizes the City to enter into the Landscape Construction and Maintenance Memorandum of Agreement for the Integra-289 development attached hereto and incorporated herein as **Exhibit A**. The City Manager is hereby authorized to make, execute, and deliver to FDOT such memorandum of agreement as described in the recitals above.

SECTION 3: *Approval and Execution of the Amendment to the DeBary Town Park Agreement.* The City Council hereby approves and authorizes the City to enter into the Landscape Construction and Maintenance Memorandum of Agreement for the DeBary Town Park development attached hereto and incorporated herein as **Exhibit B**. The City Manager is hereby authorized to make, execute, and deliver to FDOT such memorandum of agreement as described in the recitals above.

SECTION 3: *Conflicting Resolutions.* All prior resolutions or parts thereof that conflict with this resolution are hereby rescinded and repealed and superseded by this Resolution.

SECTION 4: *Effective Date.* This resolution will take effect immediately upon its final adoption and continue in full force and effect until its purposes are realized or the City Council resolves otherwise.

RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, THIS _____ DAY OF SEPTEMBER, 2023.

BY:

Karen Chasez, Mayor

ATTEST:

Carmen Rosamonda, City Manager

Annette Hatch, City Clerk

**LANDSCAPE CONSTRUCTION
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the “**DEPARTMENT**” and the **CITY OF DEBARY**, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the “**LOCAL GOVERNMENT.**”

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 15/600 (US Highway 17/92) as part of the State Highway System; and

WHEREAS, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road 15/600 (U.S. Highway 17/92) within those certain portions legally described in composite Exhibit "E" attached hereto (collectively the “Maintenance Area”); and

WHEREAS, the **LOCAL GOVERNMENT**, as part of said landscaping, seeks to remove or has removed sidewalk from a portion of said right of way and replace existing sidewalk or connect the remaining sidewalk to a **LOCAL GOVERNMENT** sidewalk located off of said right of way; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping in the Maintenance Area only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. _____, dated _____, and attached hereto as Exhibit “A,” has authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** shall have the right to install or cause to be installed landscaping in the Maintenance Area as specified in the Landscape Plan(s) included as Exhibit “B.” If the **LOCAL GOVERNMENT** installs or causes to install such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.

2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping installed by the **LOCAL GOVERNMENT** in accordance with the Landscape Maintenance Plan(s) included as Exhibit "C." Additionally, the **LOCAL GOVERNMENT** agrees to maintain existing sidewalk within the Maintenance Area that remains within **DEPARTMENT** the right of way, if any, within the area between the boundary line on either side of the abutting property extending forward to the back of the curb, or if no curb exists, then the edge of the travel lane, and within the area connecting with the sidewalk as shown in Exhibit "B", as well as any newly constructed pedestrian facilities depicted on Exhibit "B". Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT's** responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above-named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**. . **LOCAL GOVERNMENT's** installation and maintenance obligations under this **AGREEMENT** concerning the **DEPARTMENT's** right-of-way is limited to the Maintenance Area described in Exhibit "E".

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.

4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

(a) If installation is commenced by the **LOCAL GOVERNMENT** and is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation after sixty (60) days written notice to **LOCAL GOVERNMENT** and an opportunity to cure, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.

(b) (b) If installation has not been properly completed after its commencement by the **LOCAL GOVERNMENT** or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with

DEPARTMENT or Contractor's personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or

- (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

- 5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed which activities may include, but are not limited to, emergency or routine maintenance which may impact the landscaping. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.
- 6. **LOCAL GOVERNMENT** may terminate this Agreement in accordance with this Paragraph.
 - (a) **LOCAL GOVERNMENT** may terminate this **AGREEMENT** upon written notice to the **DEPARTMENT** at any time prior to **LOCAL GOVERNMENT** commencing installation of landscaping.
 - (b) After commencing installation activities within the **DEPARTMENT** right-of-way authorized by this **AGREEMENT**, **LOCAL GOVERNMENT** may terminate this **AGREEMENT** and its installation and maintenance responsibilities hereunder after giving the **DEPARTMENT** at least sixty (60) days' notice of **LOCAL GOVERNMENT**'s intent to terminate and after the **LOCAL GOVERNMENT**, at its expense, removes the landscaping installed and restores Maintenance Area to its condition existing prior to **LOCAL GOVERNMENT** installing the landscaping under this Agreement, or restoring such Maintenance Area to a condition otherwise mutually agreed to by **DEPARTMENT** and **LOCAL GOVERNMENT**. If **LOCAL GOVERNMENT** fails to remove and restore the Maintenance Area as required, the **DEPARTMENT** may take action to remove the landscaping or a part thereof, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for the reasonable cost incurred.

7. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees.”

8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department’s Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.

9. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.

- (a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- (b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the **DEPARTMENT** as a result of this Agreement.
- (d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.
- (e) Nothing herein shall be construed as a waiver of either party’s sovereign immunity.
- (f) **LOCAL GOVERNMENT:**
 - i. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
 - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department

of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.
12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.
13. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 consultant under a contract with any public entity, and may not transact business with any public entity.
15. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**City of DeBary
(LOCAL GOVERNMENT)**

By: _____

Printed Name & Title

Attest: _____ **(SEAL)**

Printed Name & Title

Legal Approval _____

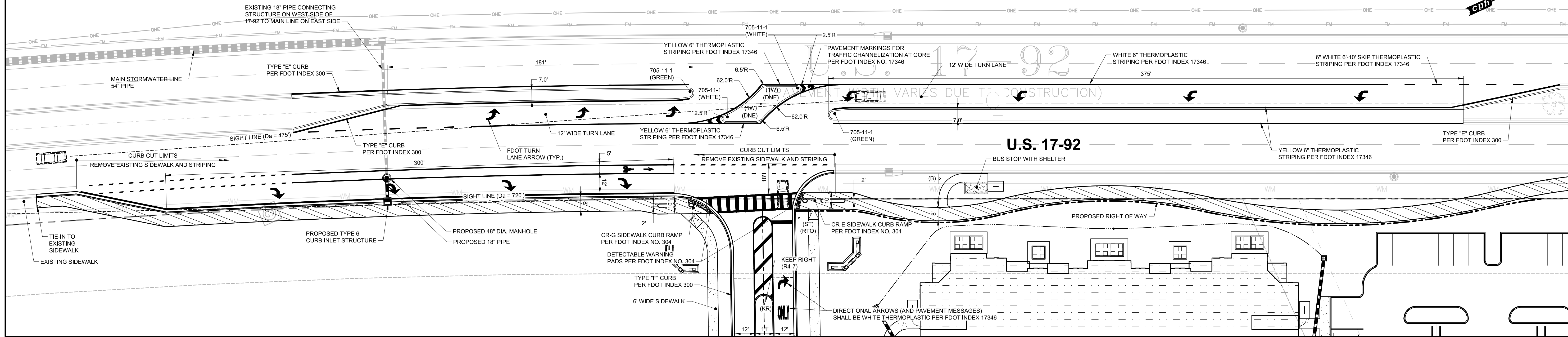
**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Ron Meade, P.E., District Maintenance Engineer

Attest: _____ **(SEAL)**
Tina Carroll, Administrative Assistant

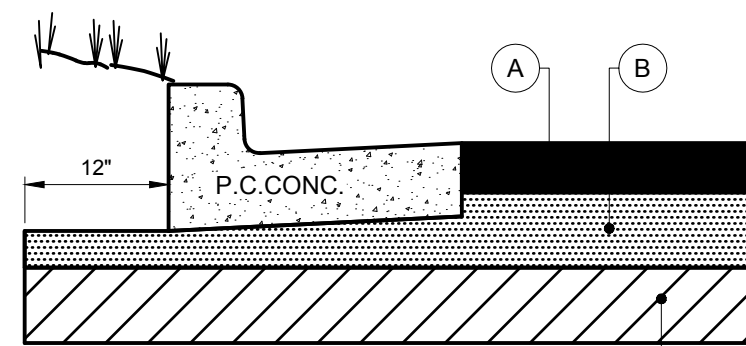
Legal Approval _____

EXHIBIT B



ENTRANCE TURN LANE PLAN
SCALE: 1" = 30'

NOTES:
 CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING WATER MAIN TO ENSURE NO CONFLICTS WITH PROPOSED CURB INLET STRUCTURE PLACEMENT AND PIPE CONNECTION TO MANHOLE.
 PIPE CONNECTION TO NEW CURB INLET TO BE INSTALLED PERPENDICULAR BENEATH EXISTING WATER MAIN.
 NEW CURB INLET TO BE INSTALLED - TYPE 6 PER FDOT INDEX 210.
 EXISTING CURB INLET SHALL BE CONVERTED TO MANHOLE.
 CONNECTION FROM NEW CURB INLET TO CONVERTED MANHOLE TO BE MADE USING 18" PIPE.
 CONNECT TO EXISTING MANHOLE AT INVERT ELEVATION 14.3'.
 NEW CURB INLET AT INVERT ELEVATION 14.4'.
 APPROXIMATELY 12 FT. OF 18" PIPE FOR CONNECTION.

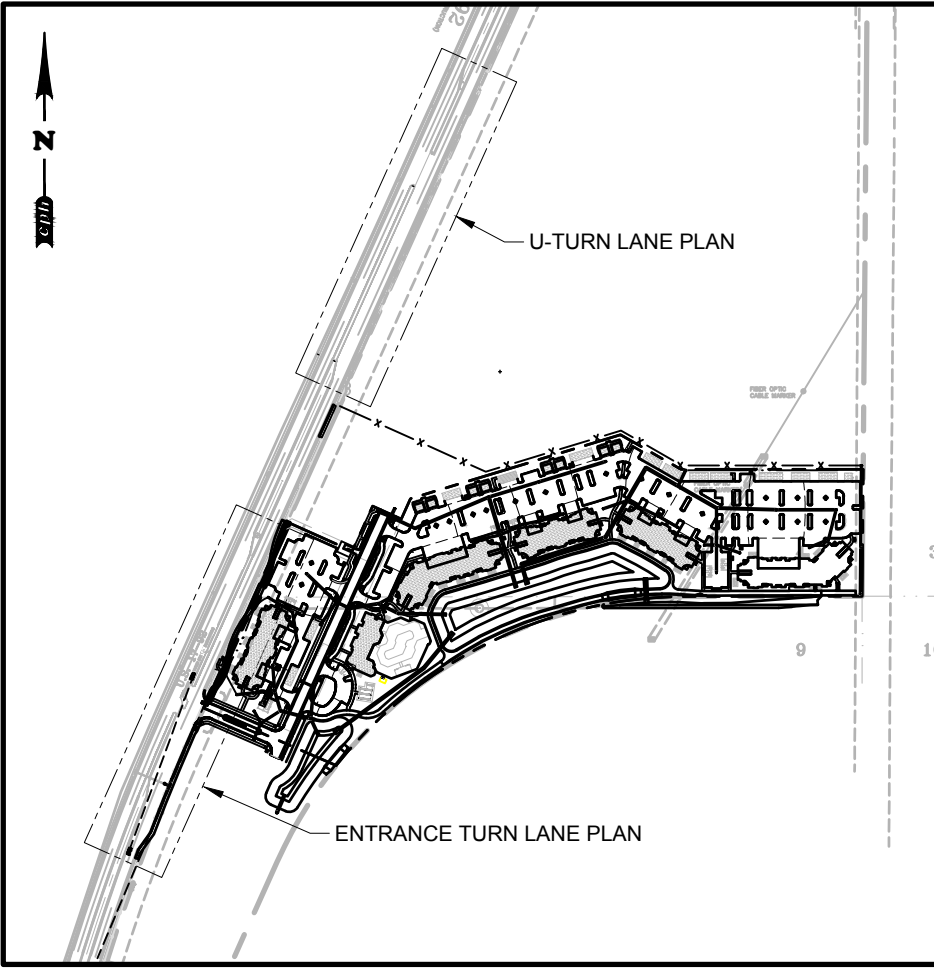


HEAVY DUTY ASPHALT PAVING

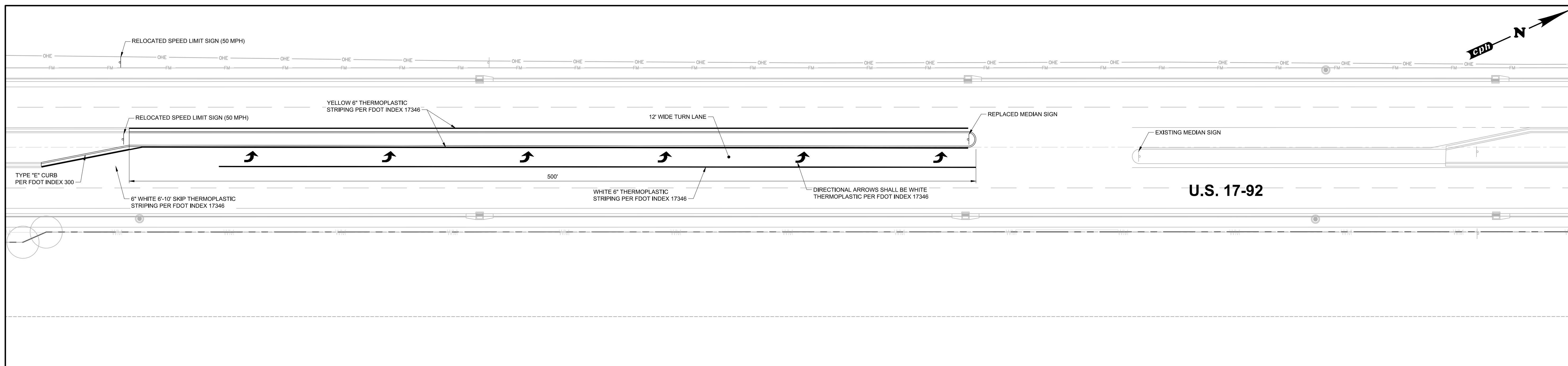
PAVING MATERIALS LEGEND

(A)	3" SP 12.5 STRUCTURAL COURSE (TRAFFIC CLASS C)
(B)	10" LIMEROCK BASE COURSE (MIN. LBR 100)(98% MDD, OMC, MOD. PROCTOR)
(C)	12" STABILIZED SUBGRADE (MIN. LBR 40)(98% MDD, OMC, MOD. PROCTOR)

- NOTES:**
- LIMEROCK SHALL BE PLACED IN MAXIMUM 6 INCH LIFTS AND COMPACTED TO A MINIMUM OF 98% OF THE MODIFIED PROCTOR (ASTM D1557) MAXIMUM DRY DENSITY.
 - COMPLIANCE TESTING FOR BASE MATERIALS SHALL BE PERFORMED AT A FREQUENCY OF ONE TEST PER 10,000 SQUARE FEET PER LIFT, OR AT A MINIMUM OF TWO TEST LOCATIONS PER LIFT, WHICHEVER IS GREATER.
 - ALL STABILIZED SUBGRADE MATERIALS SHALL BE COMPACTED TO 98% OF THE MODIFIED PROCTOR (ASTM D1557) MAXIMUM DRY DENSITY.
 - SUBGRADE SOIL, STABILIZED SUBGRADE, AND BASE COURSE SHOULD BE COMPACTED AT MAXIMUM DRY DENSITY (MOD) AT OPTIMUM MOISTURE CONTENT (OMC) OF MODIFIED PROCTOR VALUES TO PERCENTAGES INDICATED ABOVE.
 - RECOMMENDATIONS PROVIDED BY THE GEOTECHNICAL REPORT HAVE BEEN INCORPORATED IN THE DESIGN REQUIREMENTS.
 - PAVEMENT IN FDOT ROW TO BE INSTALLED PER HEAVY DUTY ASPHALT PAVING DETAIL SPECIFICATIONS.

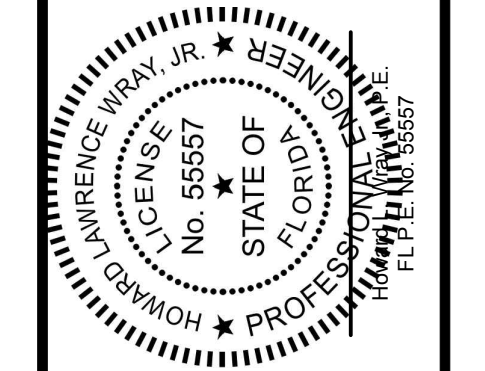


KEY MAP
SCALE: 1" = 500'



U-TURN LANE PLAN
SCALE: 1" = 30'

cph
 www.cphcorp.com
A Full Service A & E Firm
 500 West Fulton Street
 Sanford, FL 32771
 Ph: 407.322.6841
 Plans Prepared By:
CPH, Inc.
 State of Florida Licenses:
 Engineer No. 3215
 Surveyor No. LB7143
 Architect No. AA26000926
 Landscape No. LC000298



No.	Date	Revision	PER FDOT COMMENTS
1	03/14/18		

Designed: L. Wray
 Drawn: A. Dodge
 Checked: L. Wray
 Job No.: I4501
 Date: 11/16/17 © 2019

HWY. 17-92 TURN LANES
INTEGRA 289 EXCHANGE
 CITY OF DEBARY / VOLUSIA COUNTY / FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
C1.06

SITE DATA TABLE			
Building Area	140,020.98 sq. ft.	3.21 ac.	19.08%
Sidewalk	19,612.39 sq. ft.	0.45 ac.	2.67%
Trail	27,938.88 sq. ft.	0.64 ac.	3.81%
Parking/Road	241,075.08 sq. ft.	5.53 ac.	32.85%
Impervious	428,647.33 sq. ft.	9.84 ac.	58.4%
Pervious	244,727.29 sq. ft.	5.62 ac.	33.34%
Pond Area at Control Elevation 18.5'	60,594.39 sq. ft.	1.39 ac.	8.26%
Total Area	733,969.01 sq. ft.	16.85 ac.	100%

PARKING REQUIRED FOR RESIDENTIAL DEVELOPMENT	
TOTAL ON STREET	15
TOTAL OFF STREET	540
TOTAL PARKING	570
TOTAL ADA PARKING	15
REQUIRED BIKE PARKING	1 SPACE / 15 PARKING STALLS = 38
PROVIDED BIKE PARKING	41

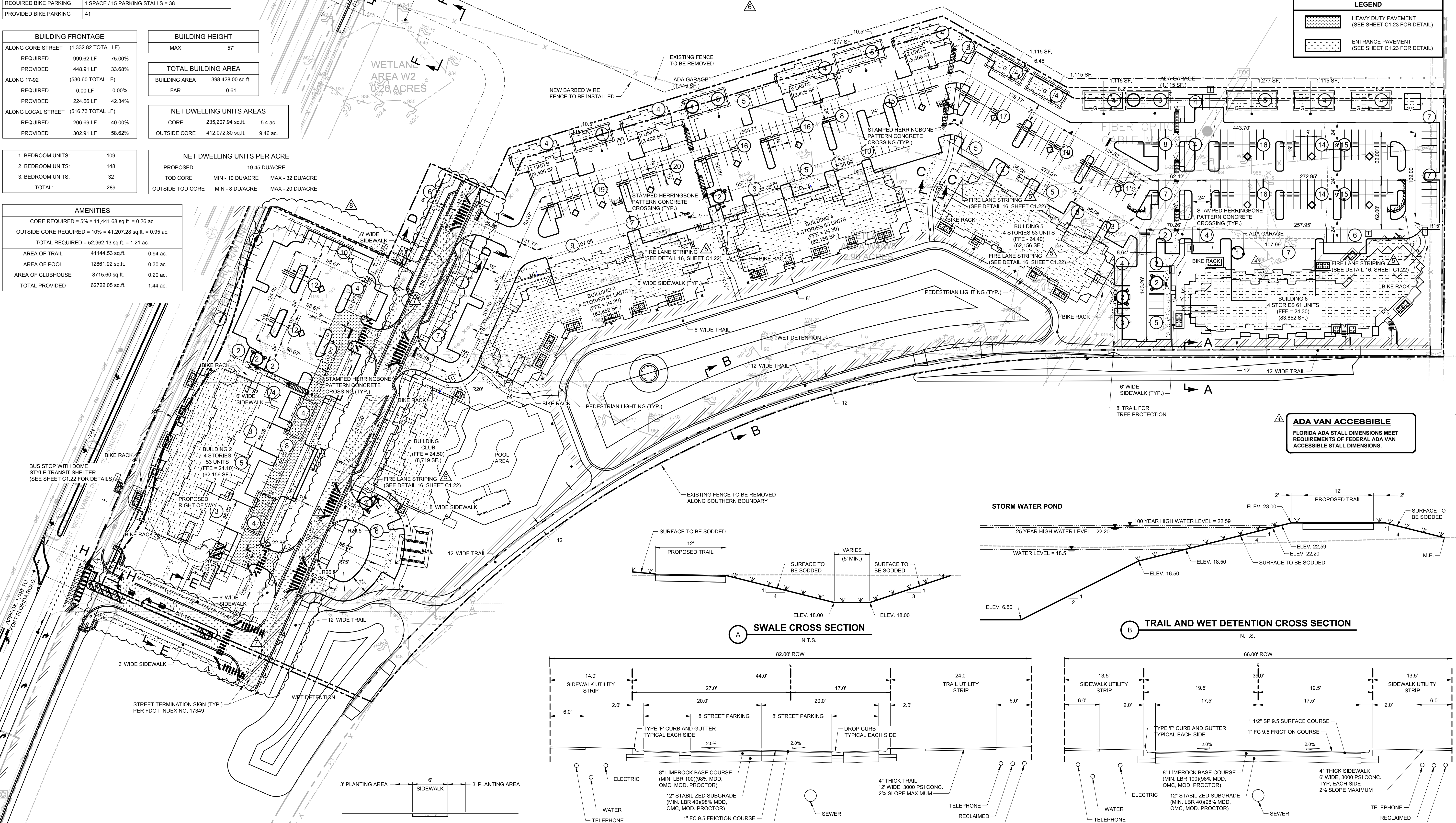
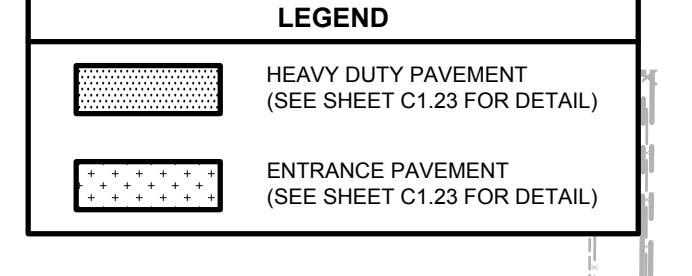
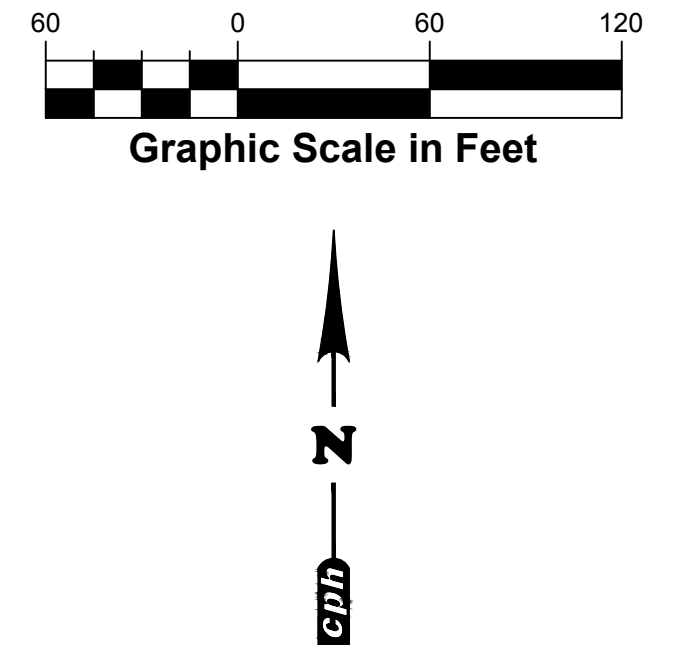
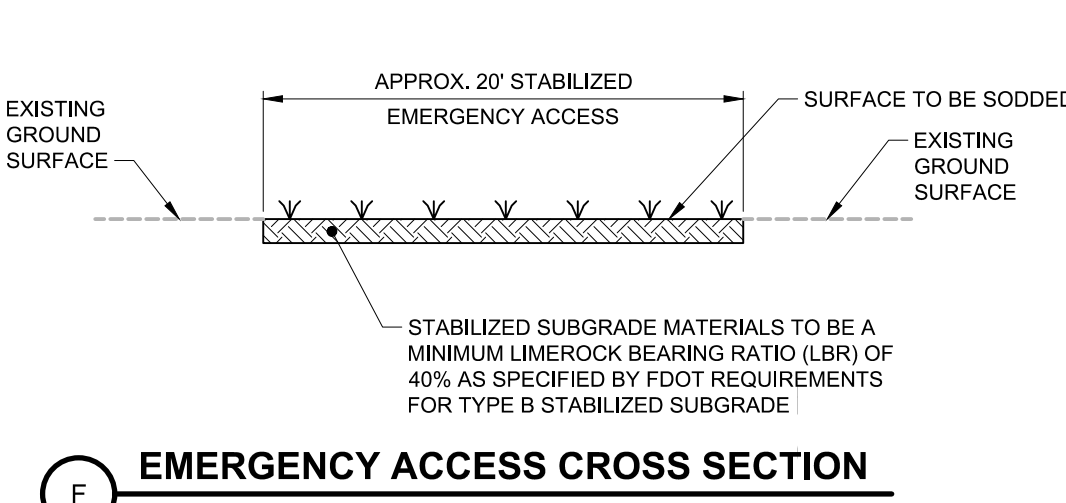
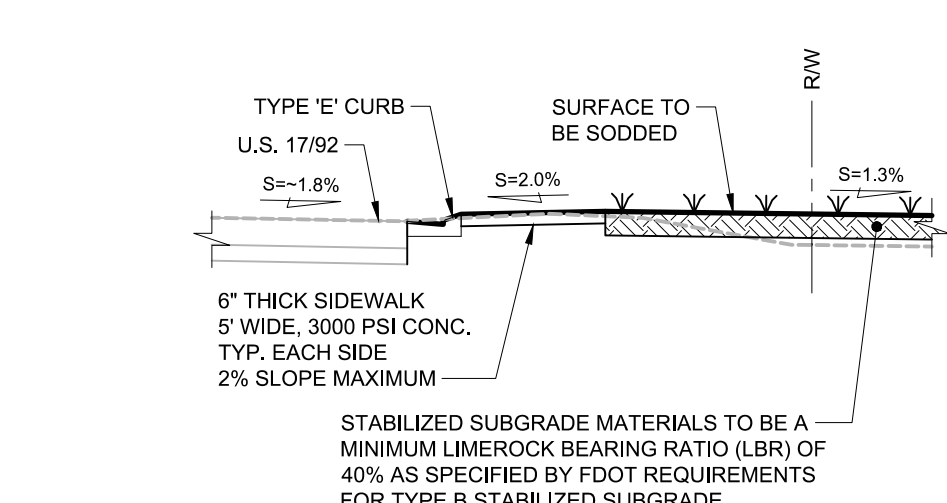
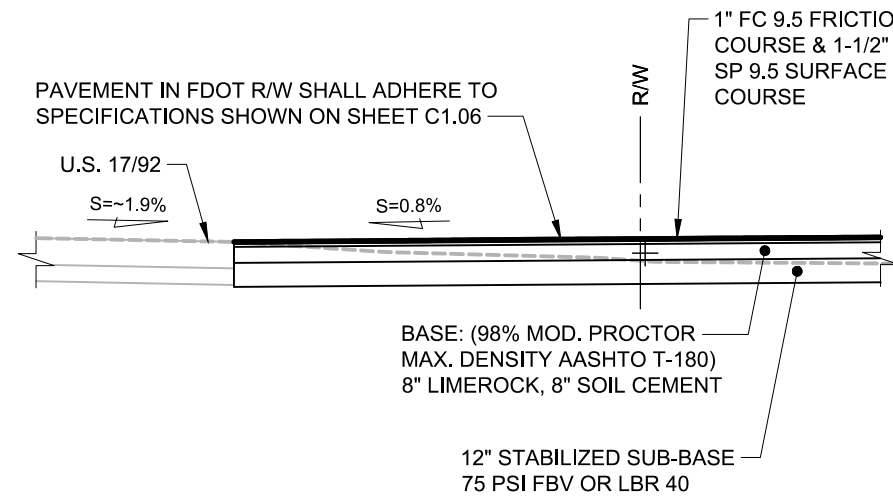
BUILDING FRONTAGE	
ALONG CORE STREET (1,332.82 TOTAL LF)	
REQUIRED	999.62 LF 75.00%
PROVIDED	448.91 LF 33.68%
ALONG 17-92 (530.60 TOTAL LF)	
REQUIRED	0.00 LF 0.00%
PROVIDED	224.86 LF 42.34%
ALONG LOCAL STREET (516.73 TOTAL LF)	
REQUIRED	206.69 LF 40.00%
PROVIDED	302.91 LF 58.62%

BUILDING HEIGHT	
MAX	57'
TOTAL BUILDING AREA	
BUILDING AREA	398,428.00 sq.ft.
FAR	0.61

NET DWELLING UNITS AREAS	
CORE	235,207.94 sq. ft. 5.4 ac.
OUTSIDE CORE	412,072.80 sq. ft. 9.46 ac.

NET DWELLING UNITS PER ACRE	
PROPOSED	19.45 DU/ACRE
TOD CORE	MIN - 10 DU/ACRE MAX - 32 DU/ACRE
OUTSIDE TOD CORE	MIN - 8 DU/ACRE MAX - 20 DU/ACRE

AMENITIES	
CORE REQUIRED = 5% = 11,441.68 sq. ft. = 0.26 ac.	
OUTSIDE CORE REQUIRED = 10% = 41,207.28 sq. ft. = 0.95 ac.	
TOTAL REQUIRED = 52,962.13 sq. ft. = 1.21 ac.	
AREA OF TRAIL	41,144.53 sq. ft. 0.94 ac.
AREA OF POOL	12,861.92 sq. ft. 0.30 ac.
AREA OF CLUBHOUSE	8,715.60 sq. ft. 0.20 ac.
TOTAL PROVIDED	62,722.05 sq. ft. 1.44 ac.

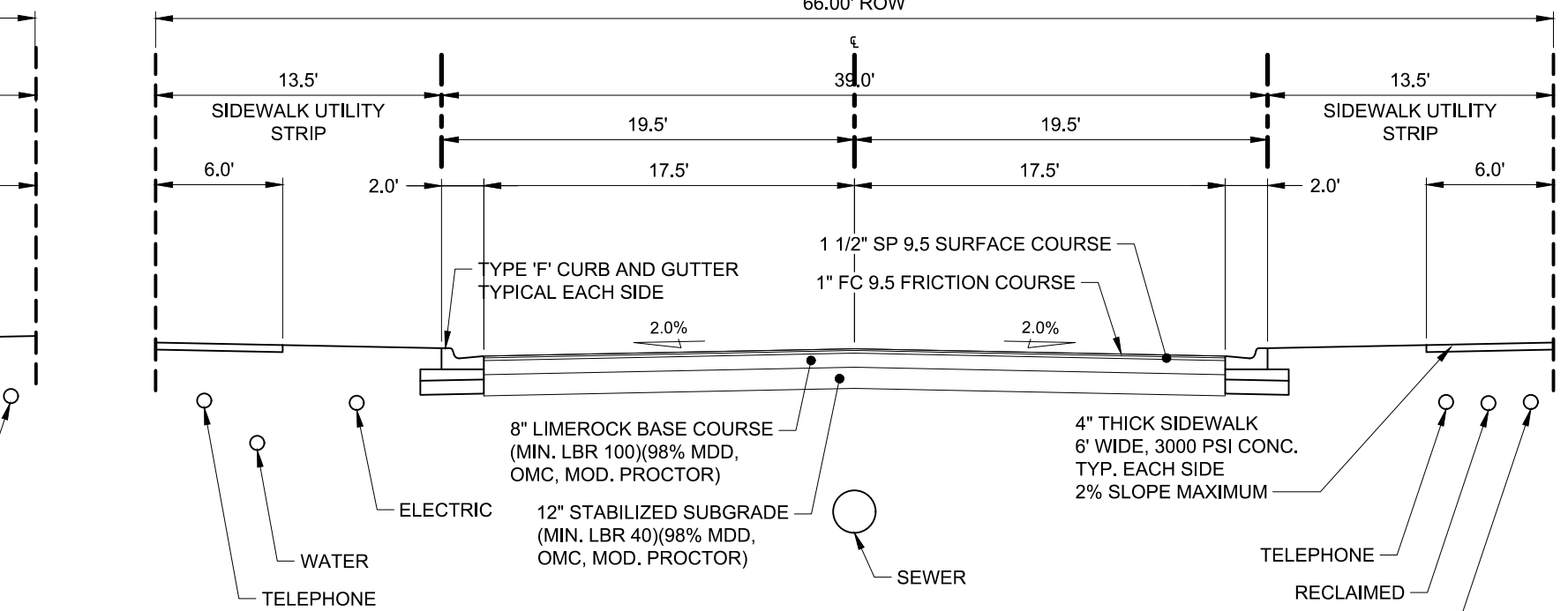
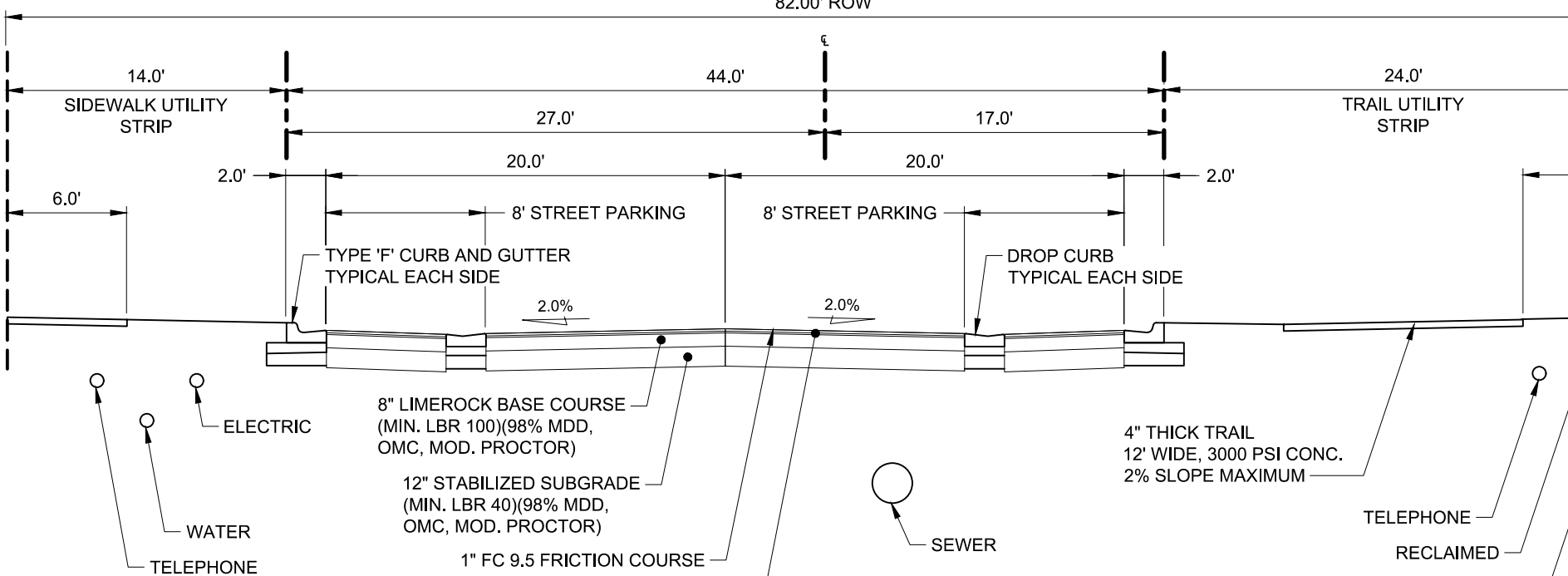
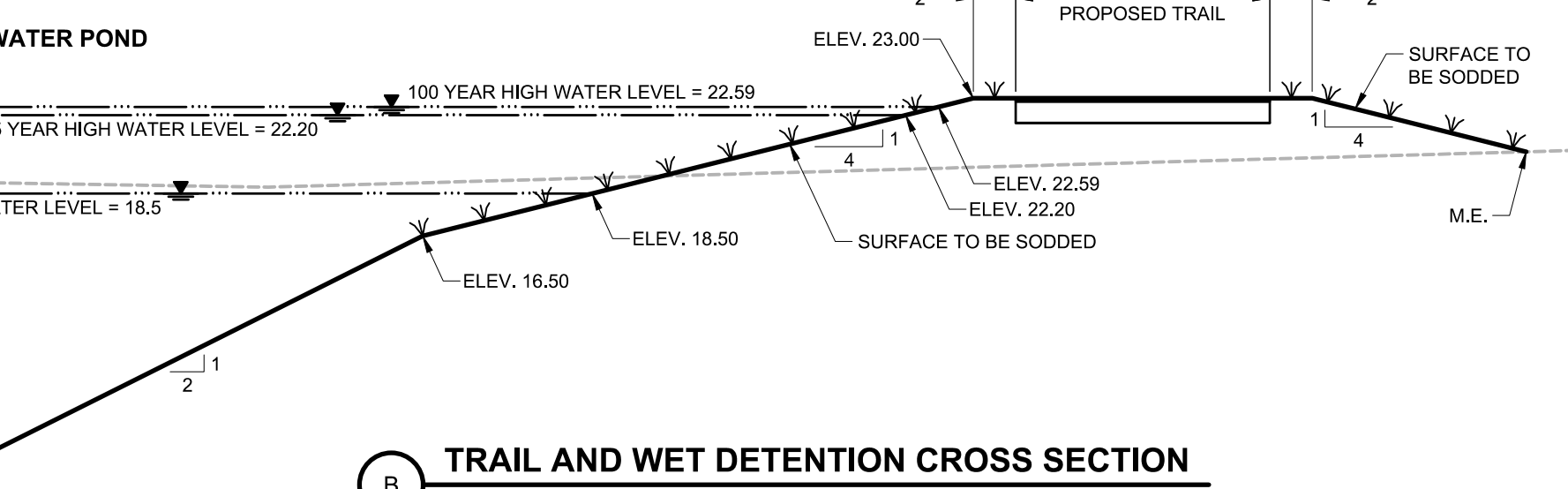
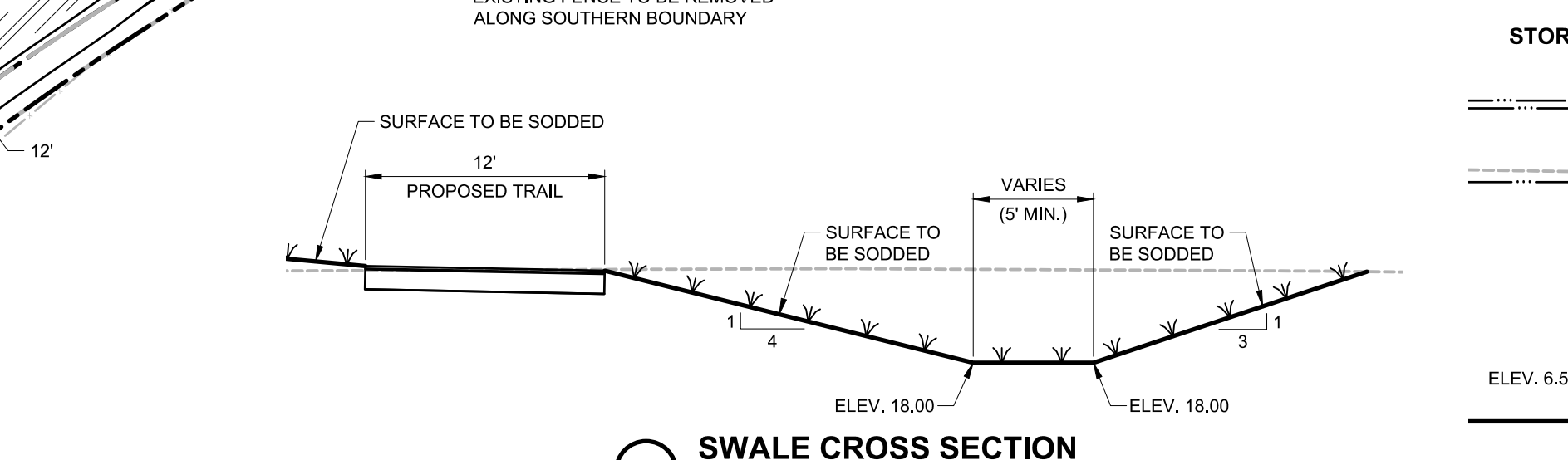


H MAIN ENTRANCE TRANSITION PROFILE
N.T.S.

G EMERGENCY ENTRANCE TRANSITION PROFILE
N.T.S.

F EMERGENCY ACCESS CROSS SECTION
N.T.S.

ADA VAN ACCESSIBLE
FLORIDA ADA STALL DIMENSIONS MEET REQUIREMENTS OF FEDERAL ADA VAN ACCESSIBLE STALL DIMENSIONS.



C SIDEWALK CROSS SECTION
N.T.S.

D CORE STREET ROADWAY SECTION
N.T.S.

E MAIN ENTRANCE CROSS SECTION
N.T.S.

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www.cphcorp.com
A Full Service A & E Firm
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
Plans Prepared By
CPH, Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA2600926
Landscape No. LC000298

No.	Date	Revision
1	11/16/17	PER CITY COMMENTS
2	01/12/18	PER CITY COMMENTS
3	02/08/18	PER CITY OF DEBARY COMMENTS
4	03/12/18	PER ARCHITECTURAL COORDINATION
5	03/27/18	PER FIRE MARSHAL COMMENTS
6	06/08/18	PER INTERNAL REVIEW
7	11/29/18	REVISION PER CLIENT

2/28/19 PER COUNTY COORDINATION
Designed: D. Walshaw
Drawn: A. Dodge
Checked: L. Wray
Job No.: I4501
Date: 11/16/17 © 2019

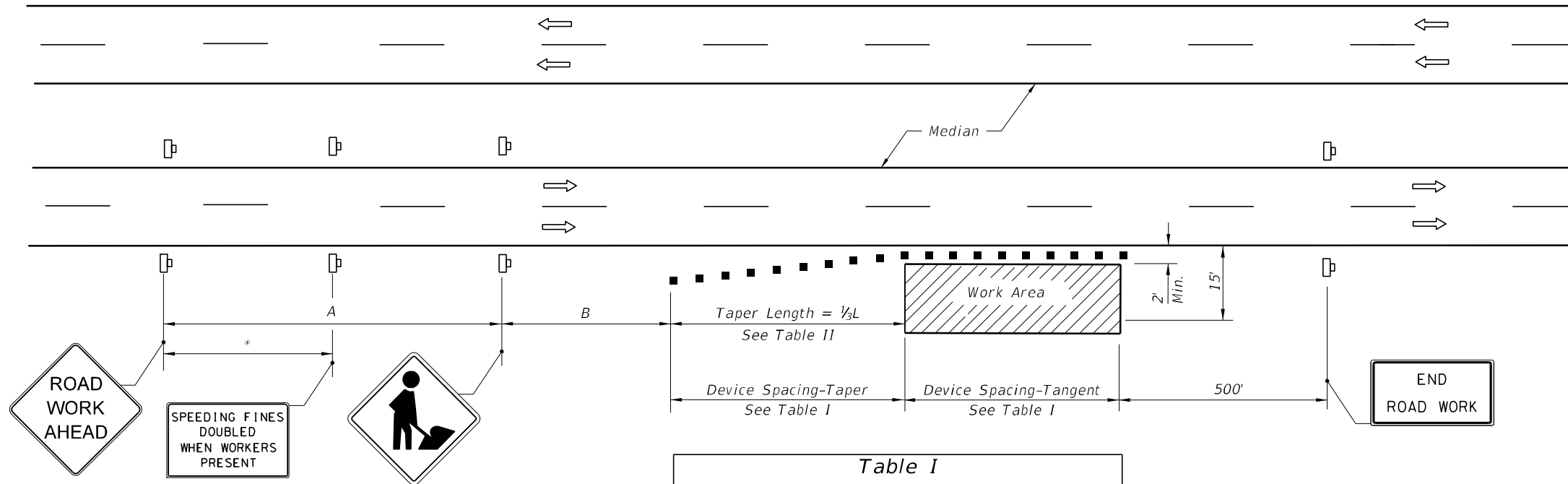
SITE DIMENSION PLAN
INTEGRA 289 EXCHANGE
CITY OF DEBARY / VOLUSIA COUNTY / FLORIDA
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.
Sheet No.
C1.08

C:\4501\Civil\DWG_Current Plan Set\C1.08 SITE DIMENSION PLAN.dwg, 2/28/2019 5:12:30 PM, Elom, T. Wayne, _cph - Civil And Landscape.sab

EXHIBIT C
MAINTENANCE PLAN

All elements of the Landscaping shall be maintained in accordance with Exhibit C-1, Rule Chapter 14-40, FAC, the Landscape Construction and Maintenance Memorandum of Agreement, Landscape Plans, and the FDOT Standard Plans Indices 522-110 & 522-002.

EXHIBIT D



Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

* 250' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Speed (mph)	1/2 L (ft.)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	$L = \frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	L=WS
45	120	150	180	
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width.

1/2 L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

GENERAL NOTES

- When a high volume of work vehicles are entering and leaving the Work Area at speeds slower than 10 MPH below the posted speed, place an M0T-5-06 sign in the ROAD WORK AHEAD sign location and shift the ROAD WORK AHEAD sign upstream 500 ft.
- This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
- When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
- WORKERS signs to be removed or fully covered when no work is being performed.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
- For general TCZ requirements and additional information, refer to Index 102-600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

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GENERAL NOTES







1. Work operations shall be confined to either one lane, or lane combinations as follows:
 - a. Outside travel lane;
 - b. Outside auxiliary lane;
 - c. Outside travel lane and adjoining auxiliary lane;
 - d. Inside travel lane Δ ;
 - e. Inside auxiliary lane Δ ;
 - f. Inside travel lane and adjoining auxiliary lane Δ
 Δ See Sheet 3

If the work area is confined to an auxiliary lane the work area shall be barricaded and the RIGHT (LEFT) LANE CLOSED AHEAD signs replaced by ROAD WORK AHEAD signs, and the merge symbol signs eliminated.
2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index 700-101
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index 102-660.
4. Signs are required on the median side for divided highways.
5. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. For general TCZ requirements and additional information, refer to Index 102-600.


DURATION NOTES

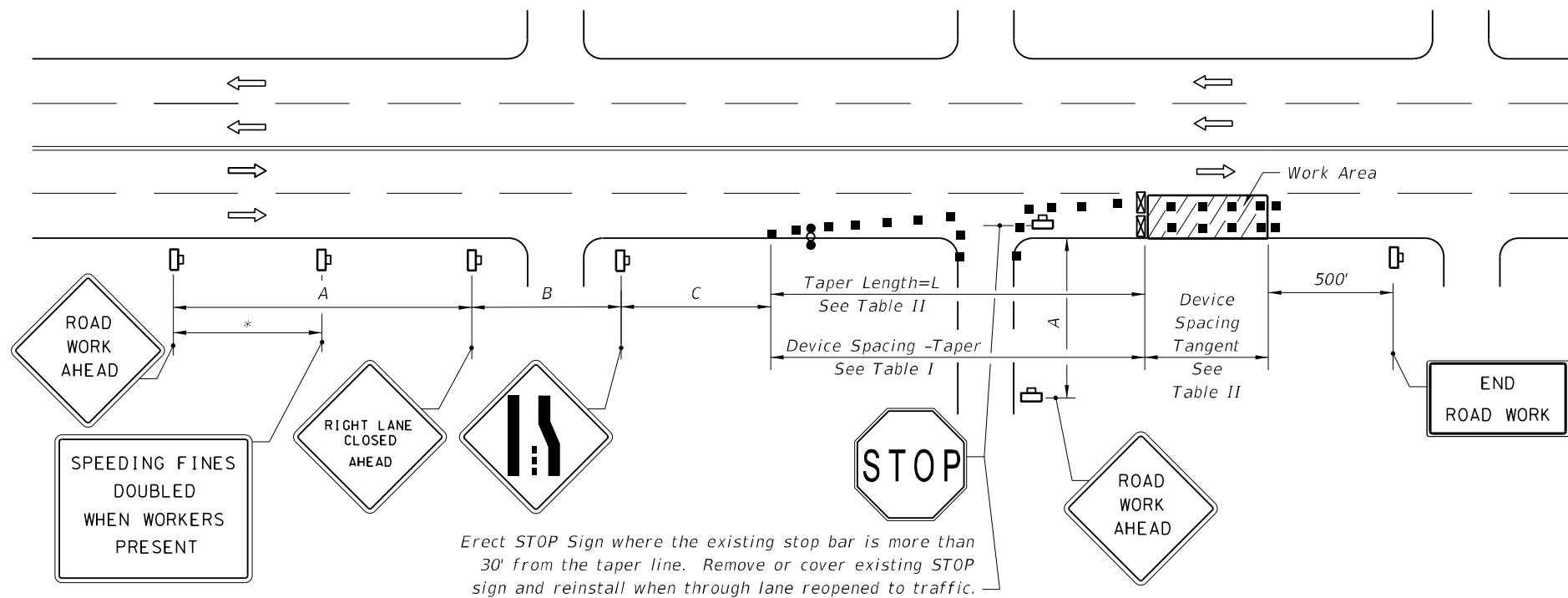
1. For work operations up to approximately 15 minutes, signs, channelizing devices, and arrow board may be omitted if all of the following conditions are met:
 - a. Speed limit is 45 mph or less.
 - b. No sight obstructions to vehicles approaching the work area for a distance equal to twice the taper length.
 - c. Volume and complexity of the roadway has been considered.
 - d. The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GWVR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
2. For work operations up to 60 minutes, the arrow board may be omitted if conditions a, b, and c in DURATION NOTE 1 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

SYMBOLS

-  Work Area
-  Work Zone Sign
-  Advance Warning Arrow Board
-  Type III Barricade
-  Channelizing Device (See Index 102-600)
-  Lane Identification + Direction of Traffic

2/26/2020 12:35:32 PM

LAST REVISION 11/01/17	REVISION	DESCRIPTION:		FY 2020-21 STANDARD PLANS	MULTILANE, WORK NEAR INTERSECTION MEDIAN OR OUTSIDE LANE	INDEX 102-616	SHEET 1 of 3
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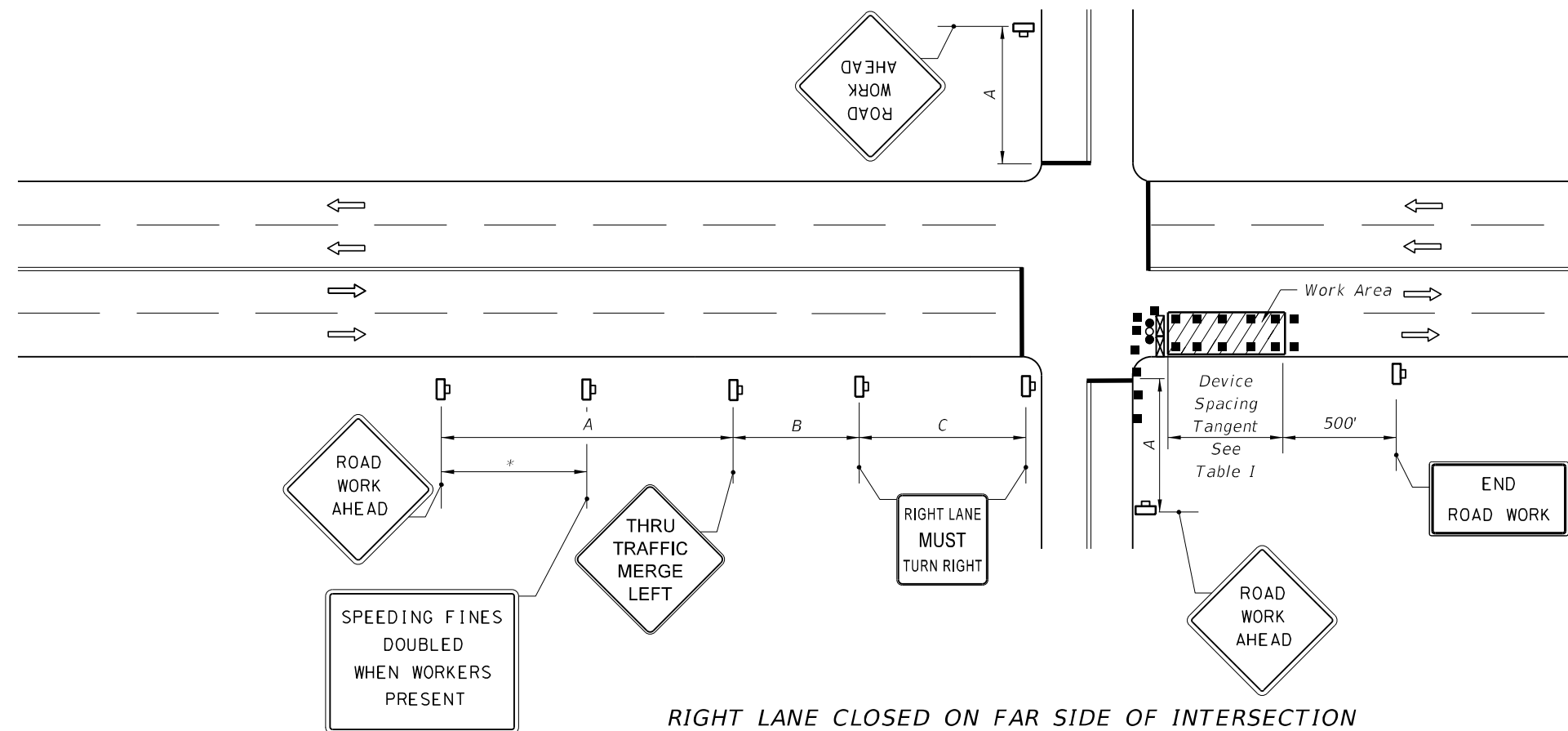


RIGHT LANE CLOSED ON FAR SIDE OF MINOR SIDE STREET

Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50



RIGHT LANE CLOSED ON FAR SIDE OF INTERSECTION WITH SIGNIFICANT RIGHT TURNING MOVEMENTS

Speed (mph)	L (ft)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	$L=WS$
45	540	

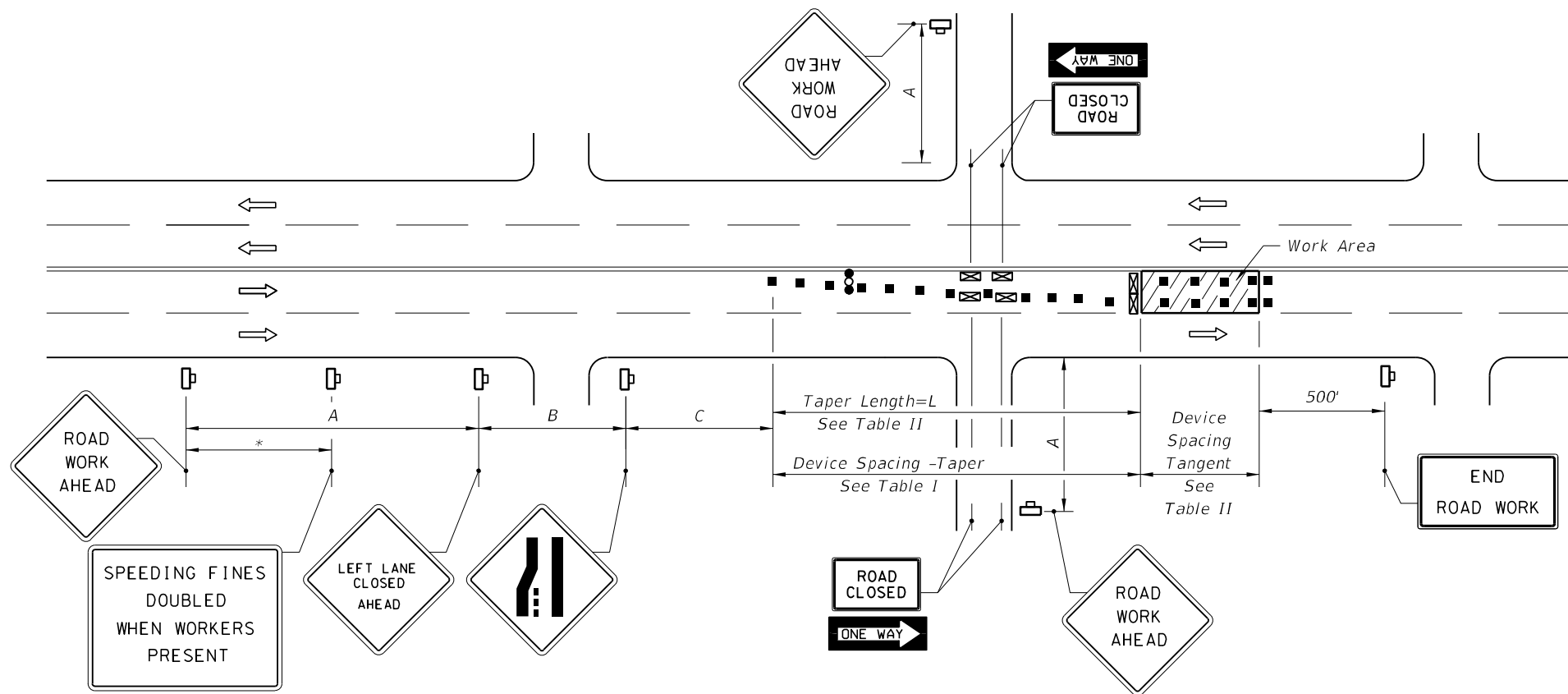
For lateral transitions other than 12', use formula for L shown in the notes column. Where:

L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a right lane having significant right turning movements, then the right lane may be restricted to right turns only as shown in this detail.

2. For intersection approaches reduced to a single lane, left turning movements may be prohibited to maintain capacity for through vehicular traffic.

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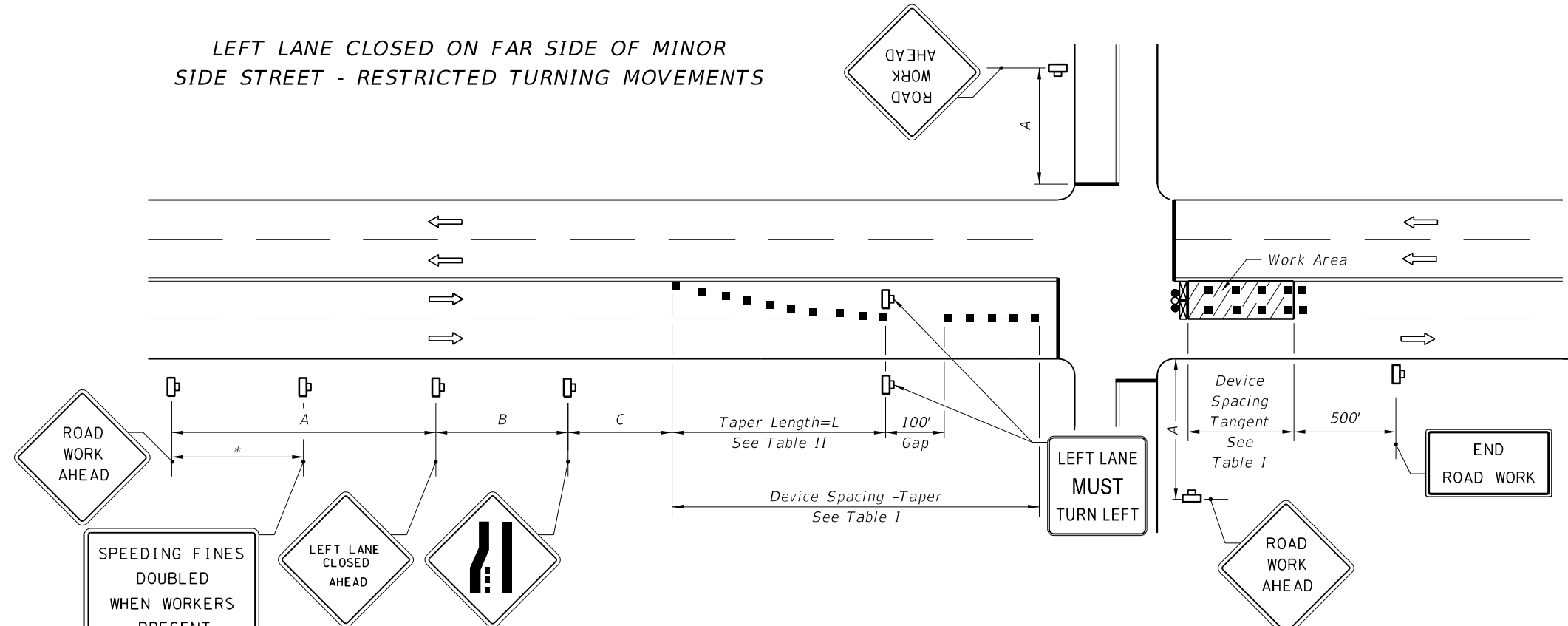


Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50

LEFT LANE CLOSED ON FAR SIDE OF MINOR SIDE STREET - RESTRICTED TURNING MOVEMENTS



Speed (mph)	L (ft.)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	
45	540	$L = WS$

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
 L = Length of taper in feet
 W = Width of lateral transition in feet
 S = Posted speed limit (mph)

LEFT LANE CLOSED ON FAR SIDE OF INTERSECTION TURNING MOVEMENTS ALLOWED

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a left lane having significant left turning movements, then the left lane may be reopened as a turn bay for left turns only as show in this detail.

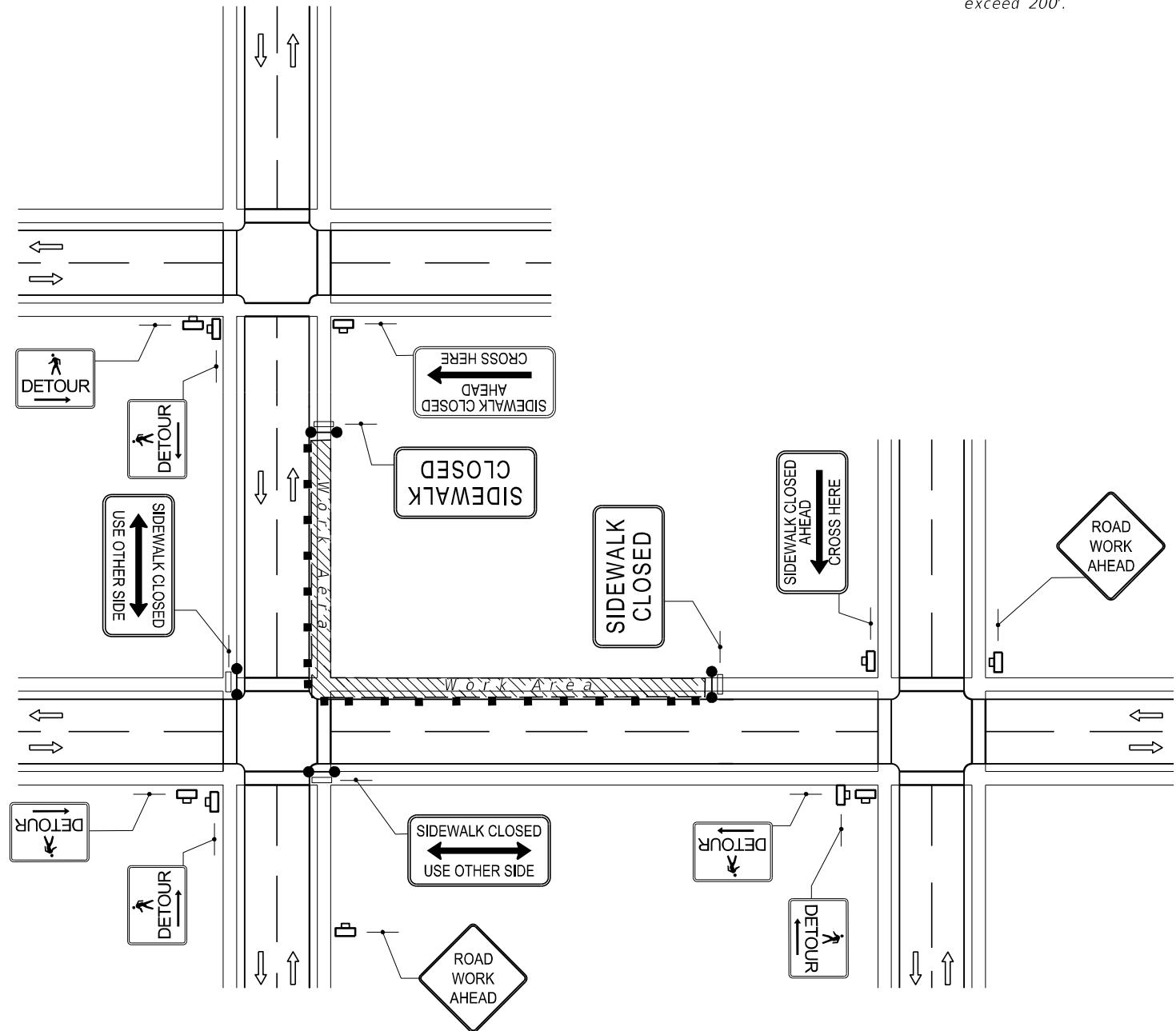
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SYMBOLS

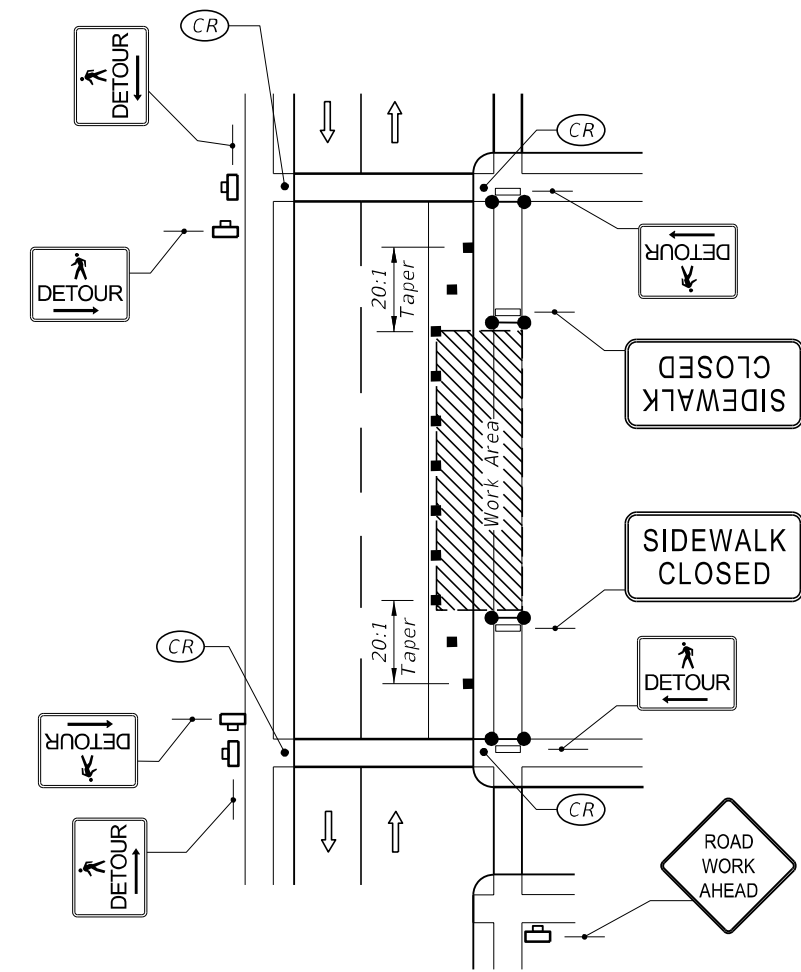
-  Work Area
-  Channelizing Device
-  Work Zone Sign
-  Required Locations For Either Temporary Or Permanent Curb Ramps.
-  Lane Identification + Direction of Traffic
-  Pedestrian Longitudinal Channelizing Device (LCD) with Mounted Work Zone Sign or separate Work Zone Sign
-  Pedestrian Longitudinal Channelizing Device (LCD)
-  Temporary Sidewalk

GENERAL NOTES:

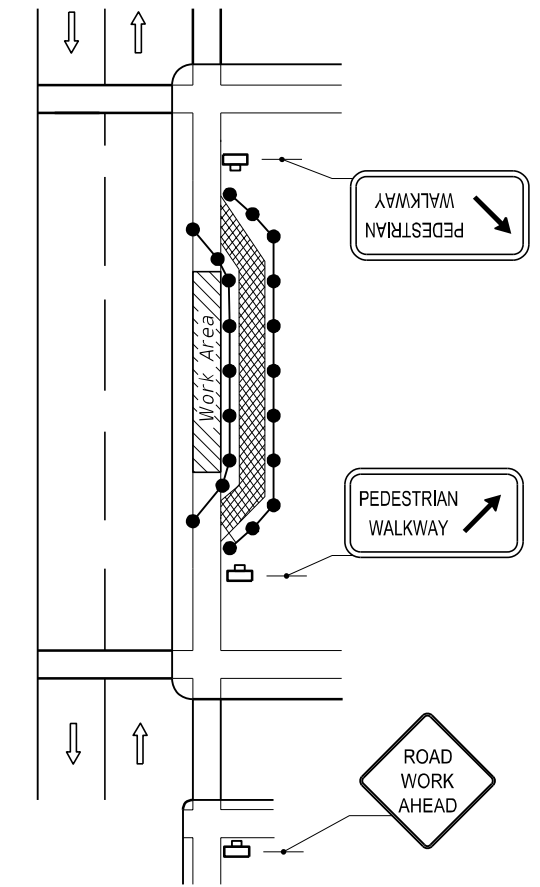
1. When encroaching work requires a sidewalk closure for 60 minutes or greater, provide an alternate pedestrian route.
2. For spacing of vehicular Channelizing Devices, see applicable vehicular temporary traffic control indexes.
3. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
4. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
5. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary walkways less than 5' in width at intervals not to exceed 200'.
6. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.
7. Maintain temporary walkway surfaces and ramps that are stable, firm, slip-resistant, and free of any obstructions or hazards such as holes, debris, mud, construction equipment, and stored material.
8. Remove temporary walkways immediately after reopening of the sidewalk, unless otherwise noted in the plans.
9. Meet the requirements of Index 522-002 for temporary curb ramps.
10. Place pedestrian longitudinal channelizing device(s) across the full width of the closed sidewalk. For temporary walkways, similar to the Sidewalk Diversion, place LCDs to delineate both sides of the temporary walkway.
11. For sidewalk diversions, ensure that there is sufficient R/W for placement of temporary sidewalk and pedestrian longitudinal channelizing devices.



CROSSWALK CLOSURE AND PEDESTRIAN DETOUR




SIDEWALK DETOUR



SIDEWALK DIVERSION

2/26/2020 12:43:24 PM

LAST REVISION 11/01/17	DESCRIPTION:		FY 2020-21 STANDARD PLANS	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS	INDEX 102-660	SHEET 1 of 1
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**LANDSCAPE CONSTRUCTION
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the “**DEPARTMENT**” and the City of DeBary, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the “**LOCAL GOVERNMENT.**”

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 15/600 (US 17-92) as part of the State Highway System; and

WHEREAS, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road 15/600 as part of the DeBary Town Park development; and

WHEREAS, the **LOCAL GOVERNMENT**, as part of said landscaping, seeks to remove or has removed sidewalk from a portion of said right of way and replace existing sidewalk or connect the remaining sidewalk to a **LOCAL GOVERNMENT** sidewalk located off of said right of way; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. _____, dated _____, 2023, and attached hereto as Exhibit “A,” has authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plans included as Exhibit “B.” Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibit “C.” Additionally, the **LOCAL GOVERNMENT** agrees to maintain existing sidewalk that remains in the right

of way, if any, within the area between the boundary line on either side of the abutting property extending forward to the back of the curb, or if no curb exists, then the edge of the travel lane, and within the area connecting with the sidewalk as shown in Exhibit “B”, as well as any newly constructed pedestrian facilities depicted on Exhibits “B” and “B-1.” Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT**’s responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above-named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit “D” and Florida Administrative Code Rule 14-40.003.
4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:
 - (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor’s personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.
 - (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor’s personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or
 - (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials it removes and

the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed which activities may include, but are not limited to, emergency or routine maintenance which may impact the landscaping. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.
6. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.
7. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees.”
8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department’s Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.
9. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - (a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

- (b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - (c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - (d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.
 - (e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
 - (f) **LOCAL GOVERNMENT**:
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
 - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.
12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.
13. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. Anti-Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 consultant under a contract with any public entity, and may not transact business with any public entity.

- 15. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**City of DeBary
(LOCAL GOVERNMENT)**

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Ron J. Meade, P.E., District Maintenance Engineer

Attest: _____
Victor A. LoPiccolo, Maintenance Project Manager

Legal Approval _____

EXHIBIT A
RESOLUTION 0000-00

EXHIBIT B
SITE AND LANDSCAPE PLANS

DEBARY TOD
 DEVELOPMENT PLAN
 DEBARY, FL

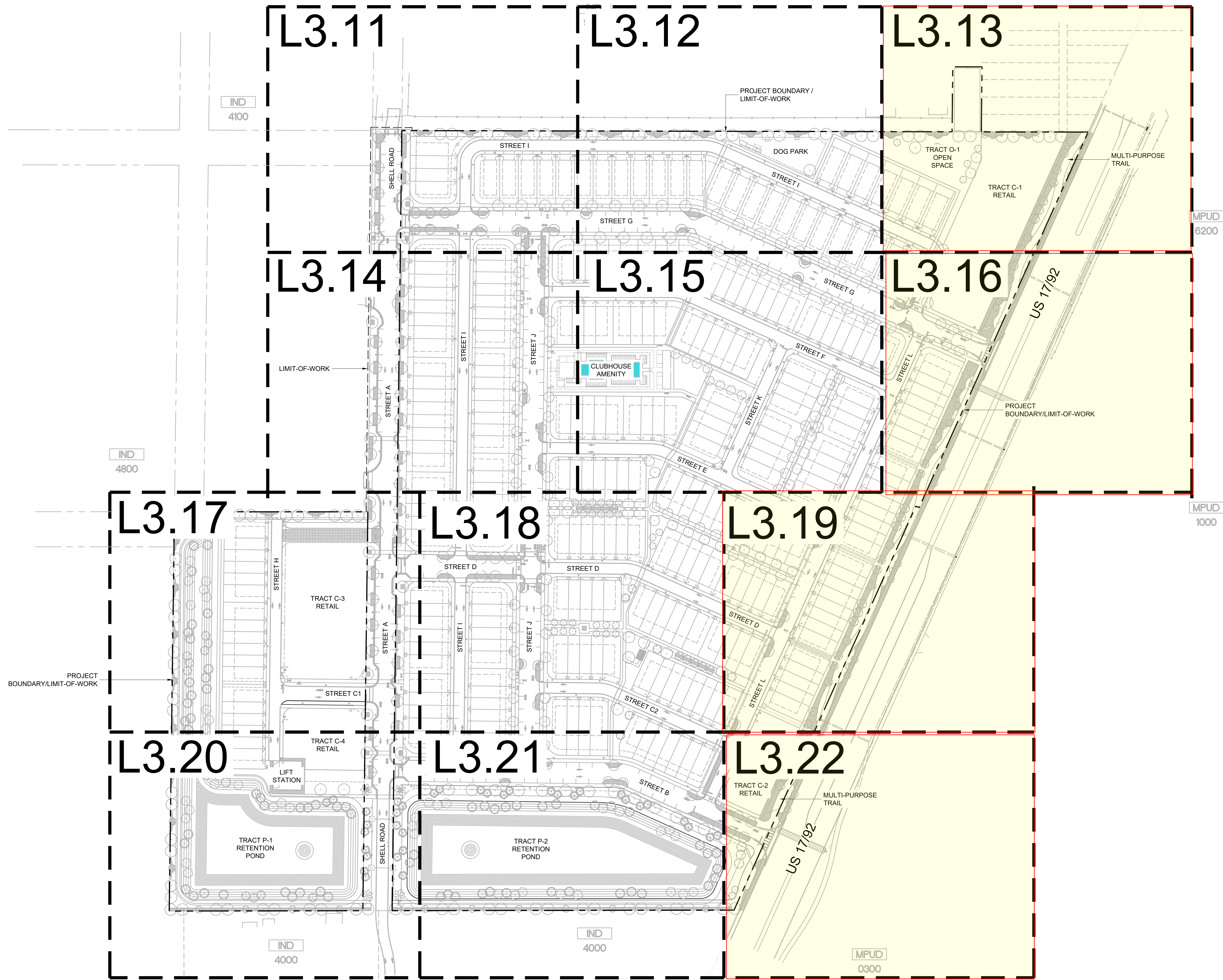
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 DATE : 09/01/2022
 DRAWN : BCH
 REVIEWED : RCL

REVISIONS

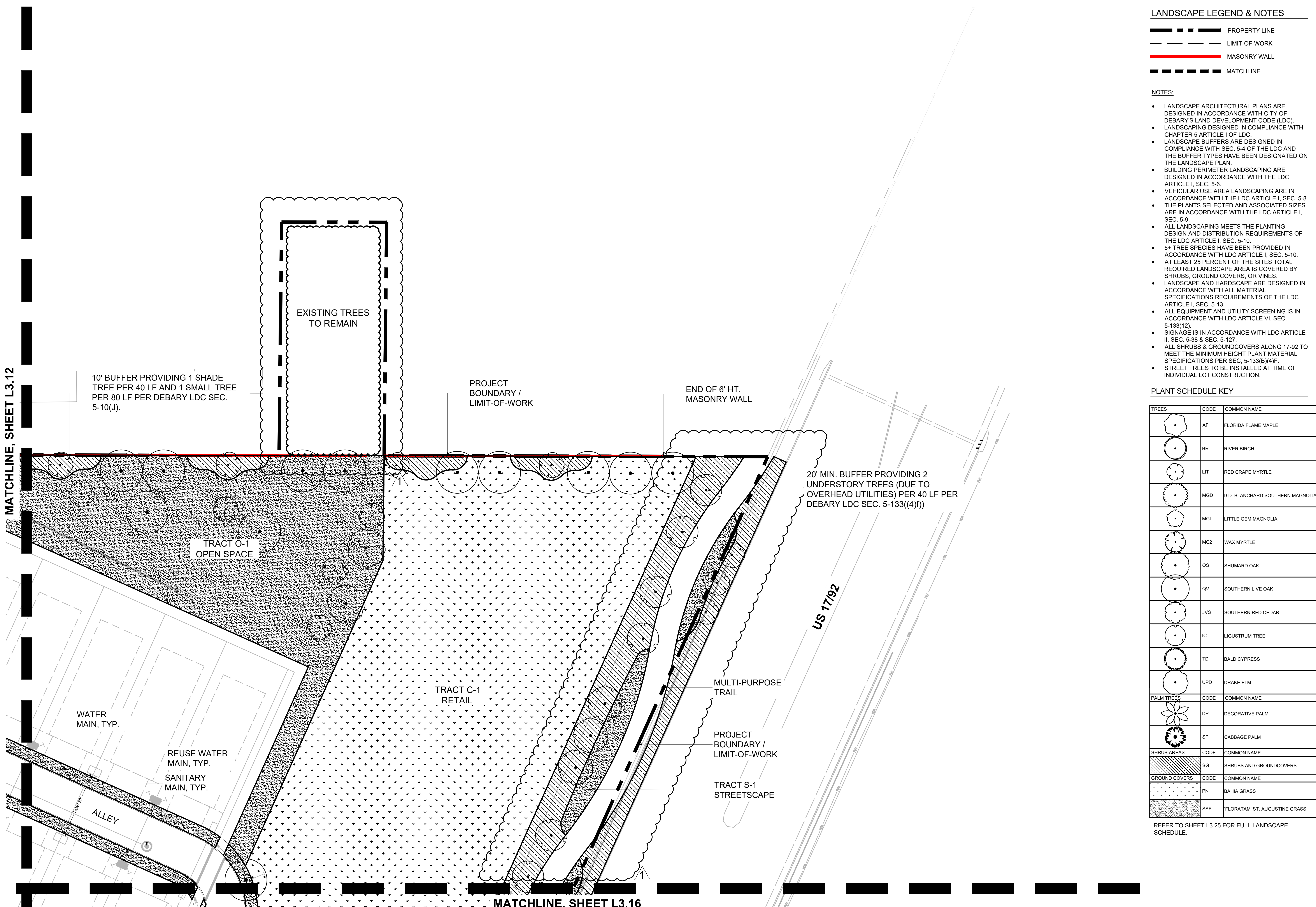
▲	DP PLAN RESUBMITTAL - 02/20/2023
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**OVERALL
 LANDSCAPE
 PLAN**

L3.00



L:\0212\121022567 - Encore Florida - DeBary TOD (Encore Florida)07 LANDSCAPE ARCHITECTURE\02 DD-CDD3 SHEETS\02567 DD-PLANTING PLAN.dwg 2/17/2023 cch haley



LANDSCAPE LEGEND & NOTES

- PROPERTY LINE
- LIMIT-OF-WORK
- MASONRY WALL
- MATCHLINE

- NOTES:**
- LANDSCAPE ARCHITECTURAL PLANS ARE DESIGNED IN ACCORDANCE WITH CITY OF DEBARY'S LAND DEVELOPMENT CODE (LDC), LANDSCAPING DESIGNED IN COMPLIANCE WITH CHAPTER 5 ARTICLE I OF LDC.
 - LANDSCAPE BUFFERS ARE DESIGNED IN COMPLIANCE WITH SEC. 5-4 OF THE LDC AND THE BUFFER TYPES HAVE BEEN DESIGNATED ON THE LANDSCAPE PLAN.
 - BUILDING PERIMETER LANDSCAPING ARE DESIGNED IN ACCORDANCE WITH THE LDC ARTICLE I, SEC. 5-6.
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 - LANDSCAPE AND HARDSCAPE ARE DESIGNED IN ACCORDANCE WITH ALL MATERIAL SPECIFICATIONS REQUIREMENTS OF THE LDC ARTICLE I, SEC. 5-13.
 - ALL EQUIPMENT AND UTILITY SCREENING IS IN ACCORDANCE WITH LDC ARTICLE VI, SEC. 5-13(12).
 - SIGNAGE IS IN ACCORDANCE WITH LDC ARTICLE II, SEC. 5-38 & SEC. 5-127.
 - ALL SHRUBS & GROUNDCOVERS ALONG 17-92 TO MEET THE MINIMUM HEIGHT PLANT MATERIAL SPECIFICATIONS PER SEC. 5-133(B)(4)F.
 - STREET TREES TO BE INSTALLED AT TIME OF INDIVIDUAL LOT CONSTRUCTION.

PLANT SCHEDULE KEY

TREES	CODE	COMMON NAME
	AF	FLORIDA FLAME MAPLE
	BR	RIVER BIRCH
	LIT	RED CRAPE MYRTLE
	MGD	J.D. BLANCHARD SOUTHERN MAGNOLIA
	MGL	LITTLE GEM MAGNOLIA
	MC2	WAX MYRTLE
	QS	SHUMARD OAK
	QV	SOUTHERN LIVE OAK
	JVS	SOUTHERN RED CEDAR
	IC	LIGUSTRUM TREE
	TD	BALD CYPRESS
	UPD	DRAKE ELM
PALM TREES	CODE	COMMON NAME
	DP	DECORATIVE PALM
	SP	CABBAGE PALM
SHRUB AREAS	CODE	COMMON NAME
	SG	SHRUBS AND GROUNDCOVERS
GROUND COVERS	CODE	COMMON NAME
	PN	BAHIA GRASS
	SSF	FLORATAM ST. AUGUSTINE GRASS

REFER TO SHEET L3.25 FOR FULL LANDSCAPE SCHEDULE.



**DEBARY TOD
DEVELOPMENT PLAN
DEBARY, FL**

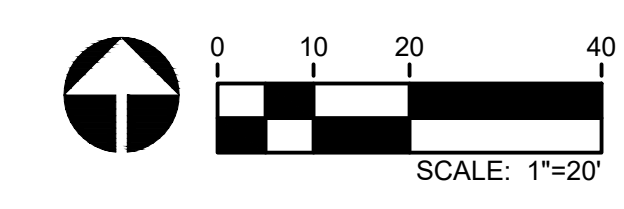
PROJECT NO : 21002567
DATE : 09/01/2022
DRAWN : BCH
REVIEWED : RCL

- REVISIONS**
- DP PLAN RESUBMITTAL - 02/20/2023
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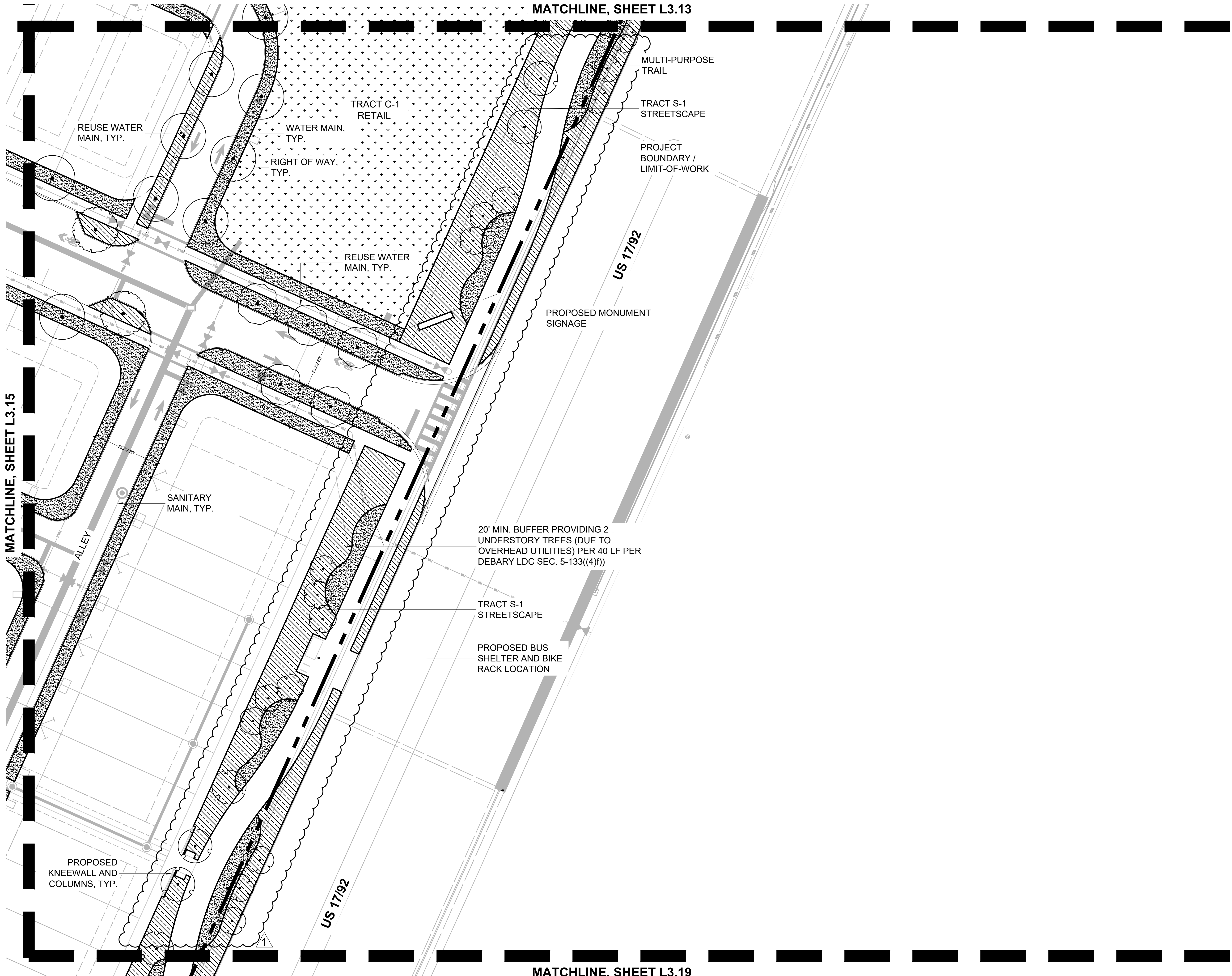
LANDSCAPE PLAN

L3.13

DEVELOPMENT PLAN



MATCHLINE, SHEET L3.13



LANDSCAPE LEGEND & NOTES

- PROPERTY LINE
- LIMIT-OF-WORK
- MASONRY WALL
- MATCHLINE

- NOTES:
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REFER TO SHEET L3.25 FOR FULL LANDSCAPE SCHEDULE.



DEBARY TOD
 DEVELOPMENT PLAN
 DEBARY, FL

PROJECT NO : 21002567
 DATE : 09/01/2022
 DRAWN : BCH
 REVIEWED : RCL

REVISIONS

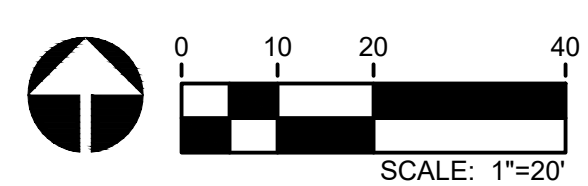
	DP PLAN RESUBMITTAL - 02/20/2023

LANDSCAPE PLAN

L3.16

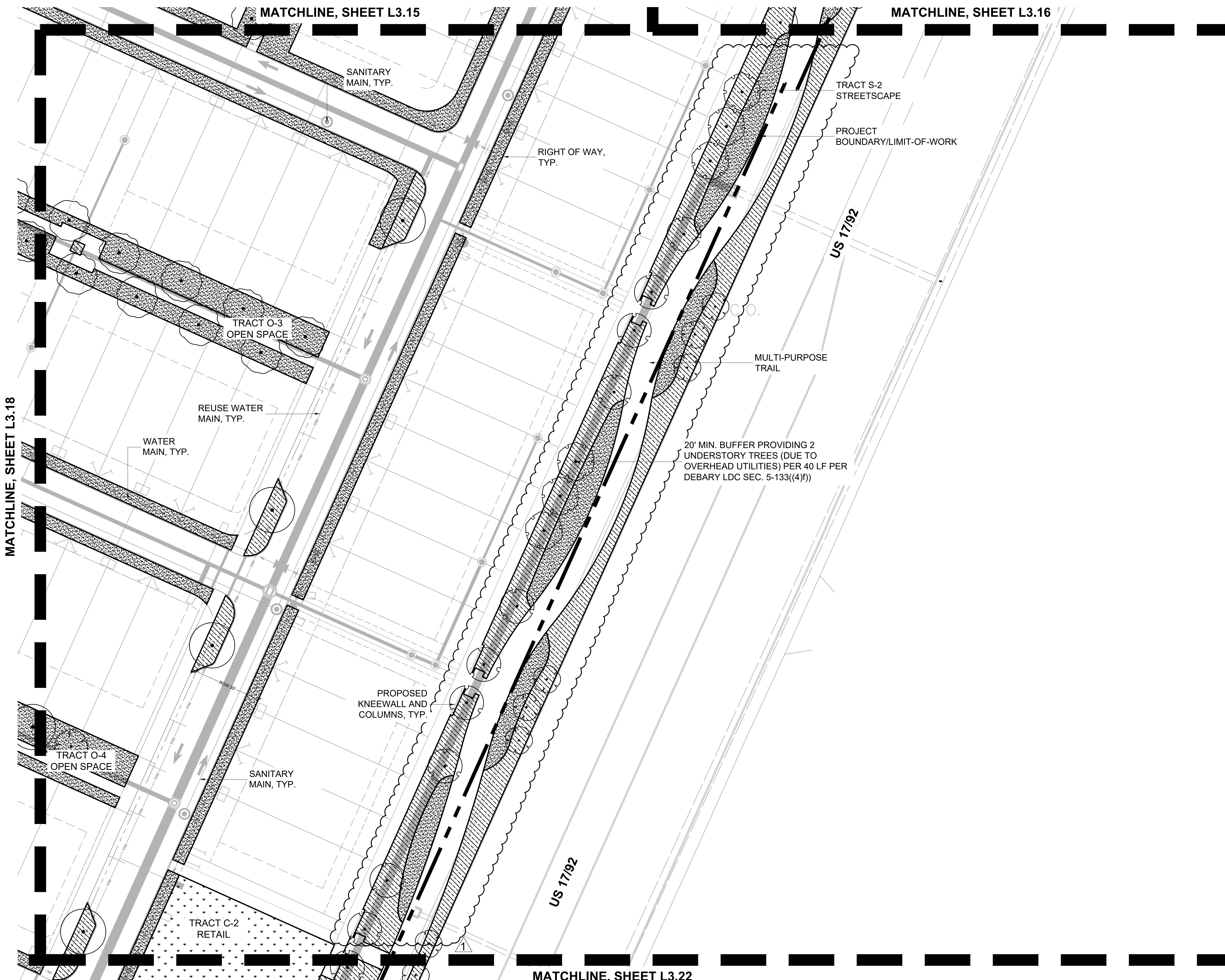
DEVELOPMENT PLAN

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MATCHLINE, SHEET L3.19

L:\0212\020567 - Encore Florida - DeBary TOD (Enclave Florida)07 LANDSCAPE ARCHITECTURE\02 DD-DD03 SHEETS\020567-DD-PLANTING PLAN.dwg 2/17/2023 cch haley



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**DEBARY TOD
DEVELOPMENT PLAN
DEBARY, FL**

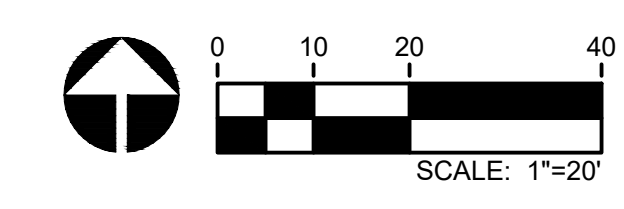
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DATE: 09/01/2022
DRAWN: BCH
REVIEWED: RCL

REVISIONS

	DP PLAN RESUBMITTAL - 02/20/2023

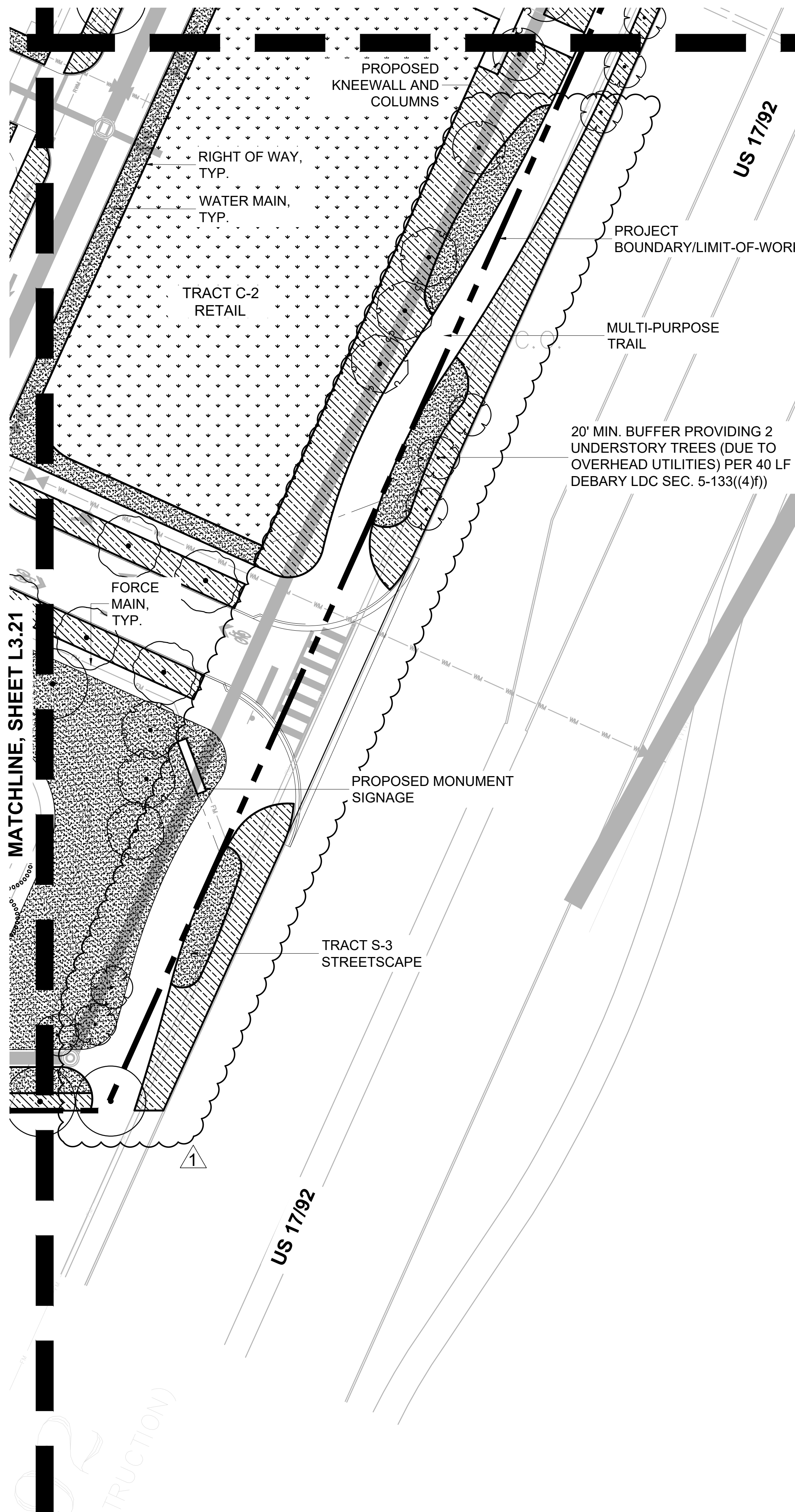
LANDSCAPE PLAN

L3.19



DEVELOPMENT PLAN

MATCHLINE, SHEET L3.19



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REFER TO SHEET L3.25 FOR FULL LANDSCAPE SCHEDULE.



DEBARY TOD
DEVELOPMENT PLAN
DEBARY, FL

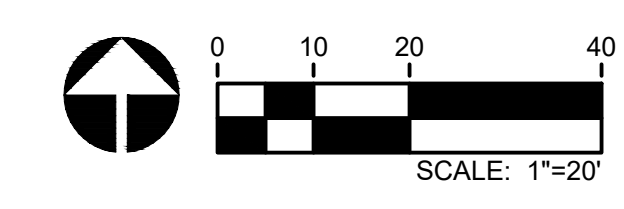
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DATE : 09/01/2022
DRAWN : BCH
REVIEWED : RCL

- REVISIONS
- DP PLAN RESUBMITTAL - 02/20/2023
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LANDSCAPE PLAN

L3.22

DEVELOPMENT PLAN



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EXHIBIT C
MAINTENANCE PLAN

All elements of the Landscaping shall be maintained in accordance with Exhibit C, Rule Chapter 14-40, FAC, the Landscape Construction and Maintenance Memorandum of Agreement, Landscape Plans, and the FDOT Standard Plans Indices 522-110 & 522-002.





EXHIBIT D
MAINTENANCE OF TRAFFIC PLANS

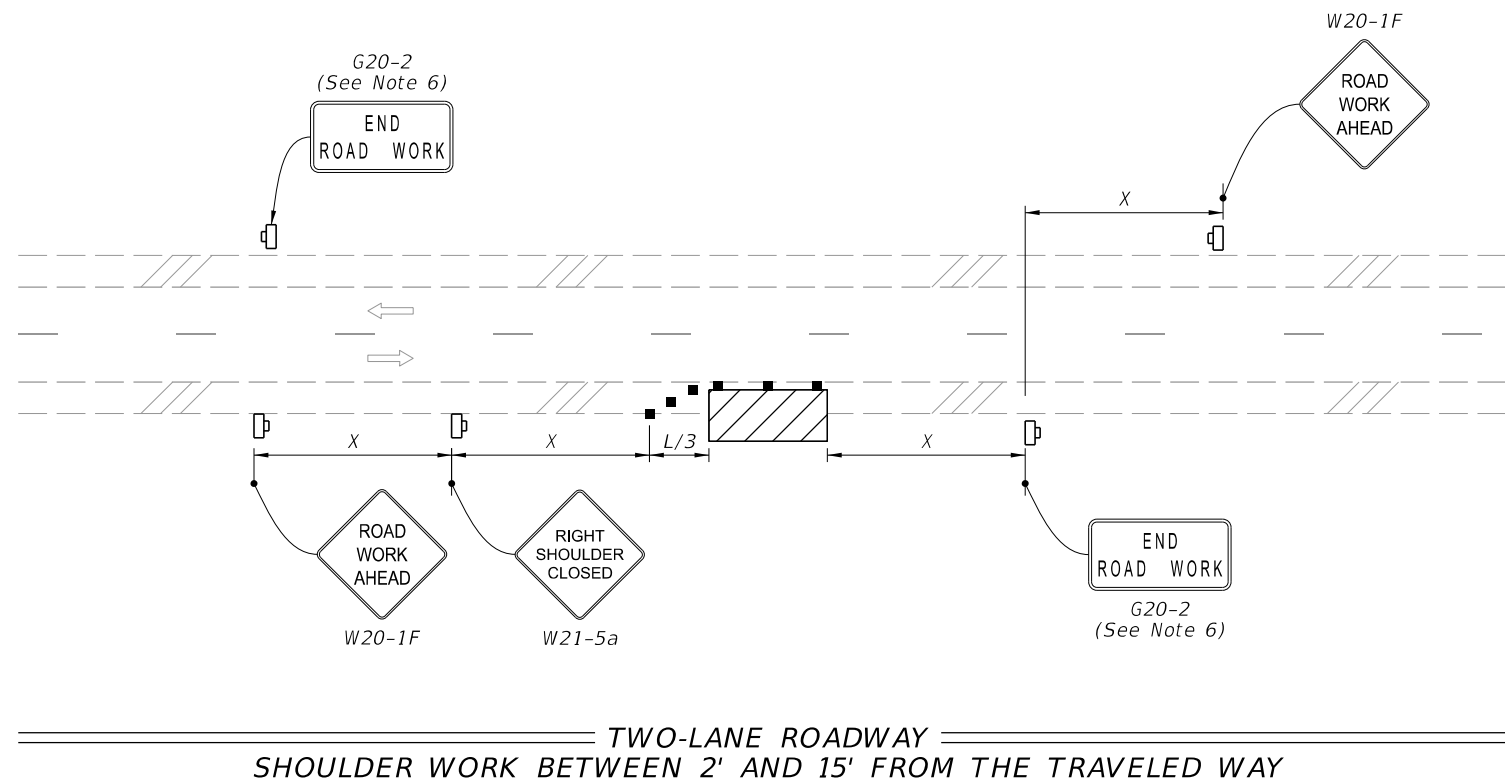
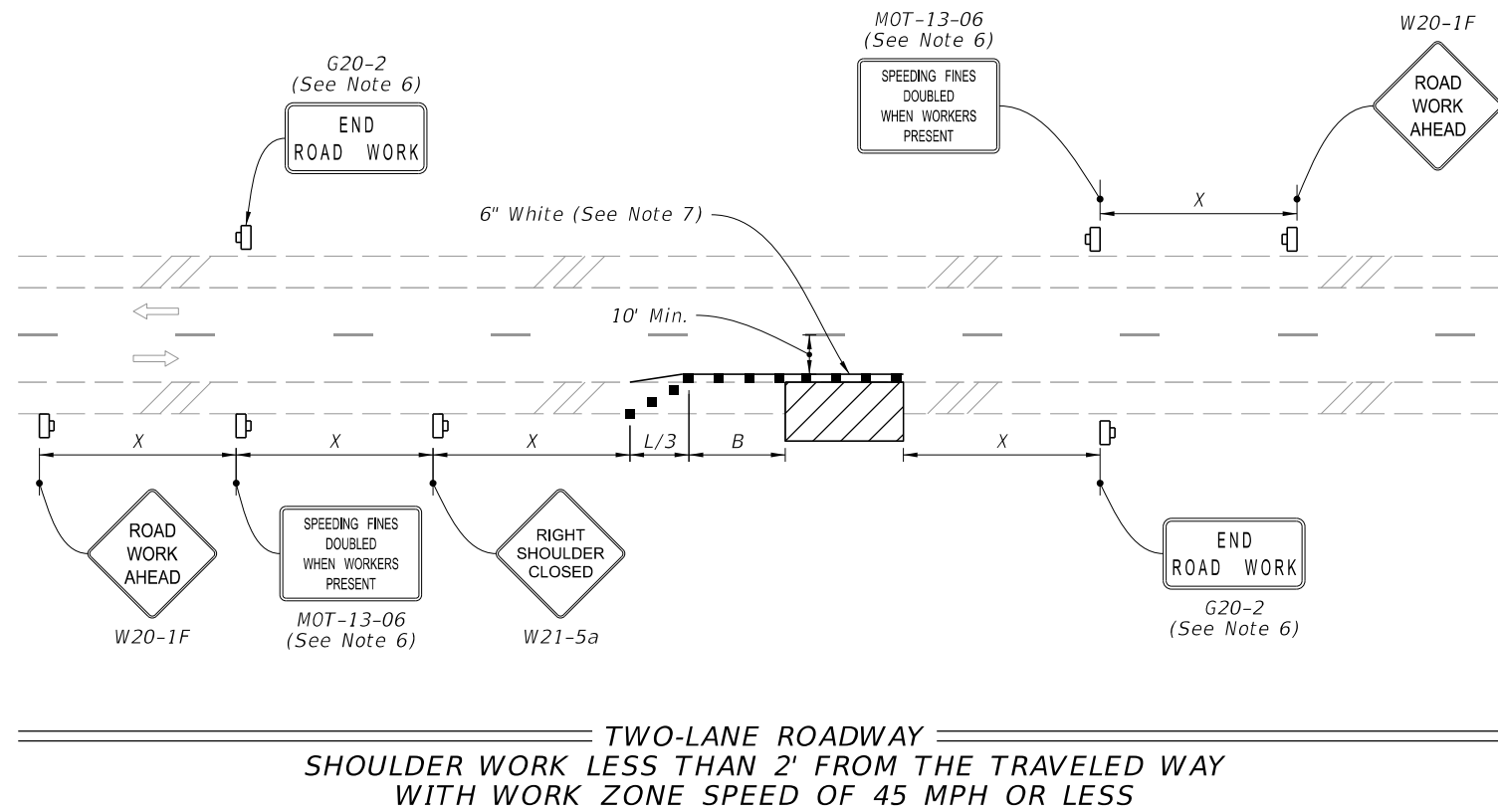
EXHIBIT D

NOTE:


1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
 X = Work Zone Sign Spacing
 B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

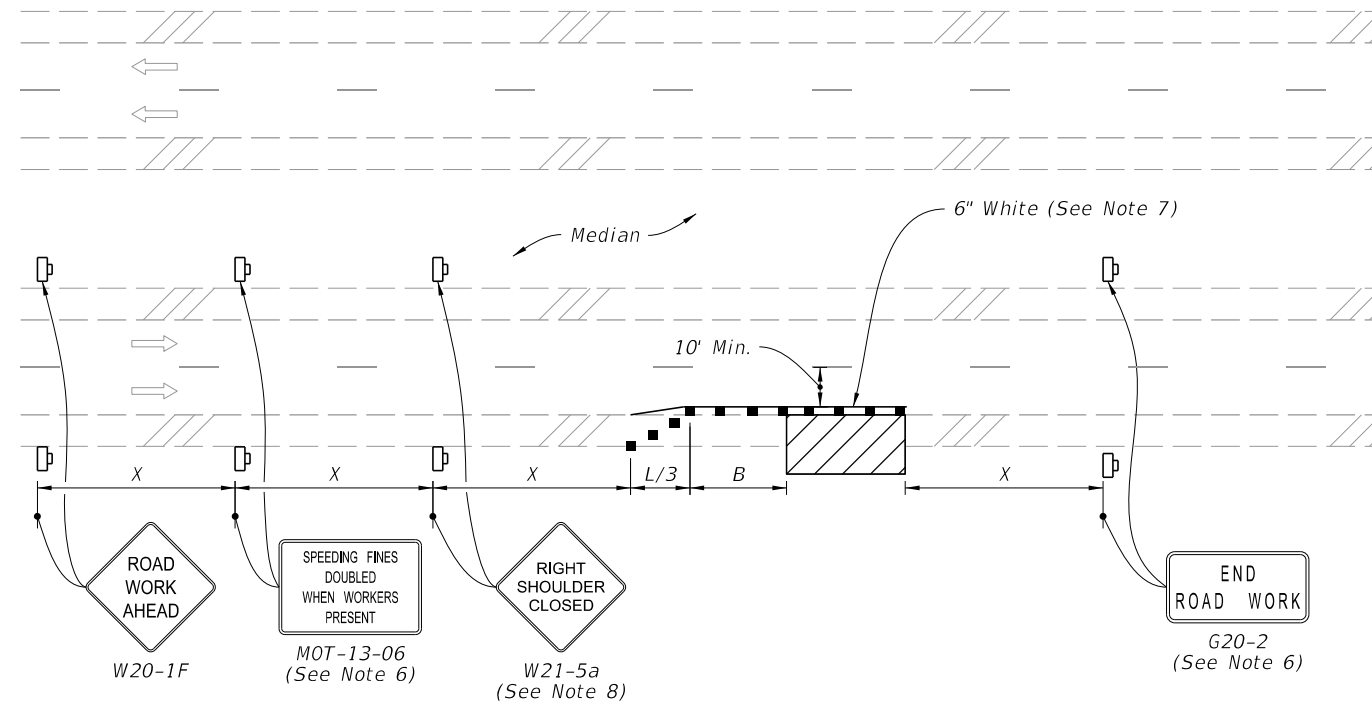
SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic

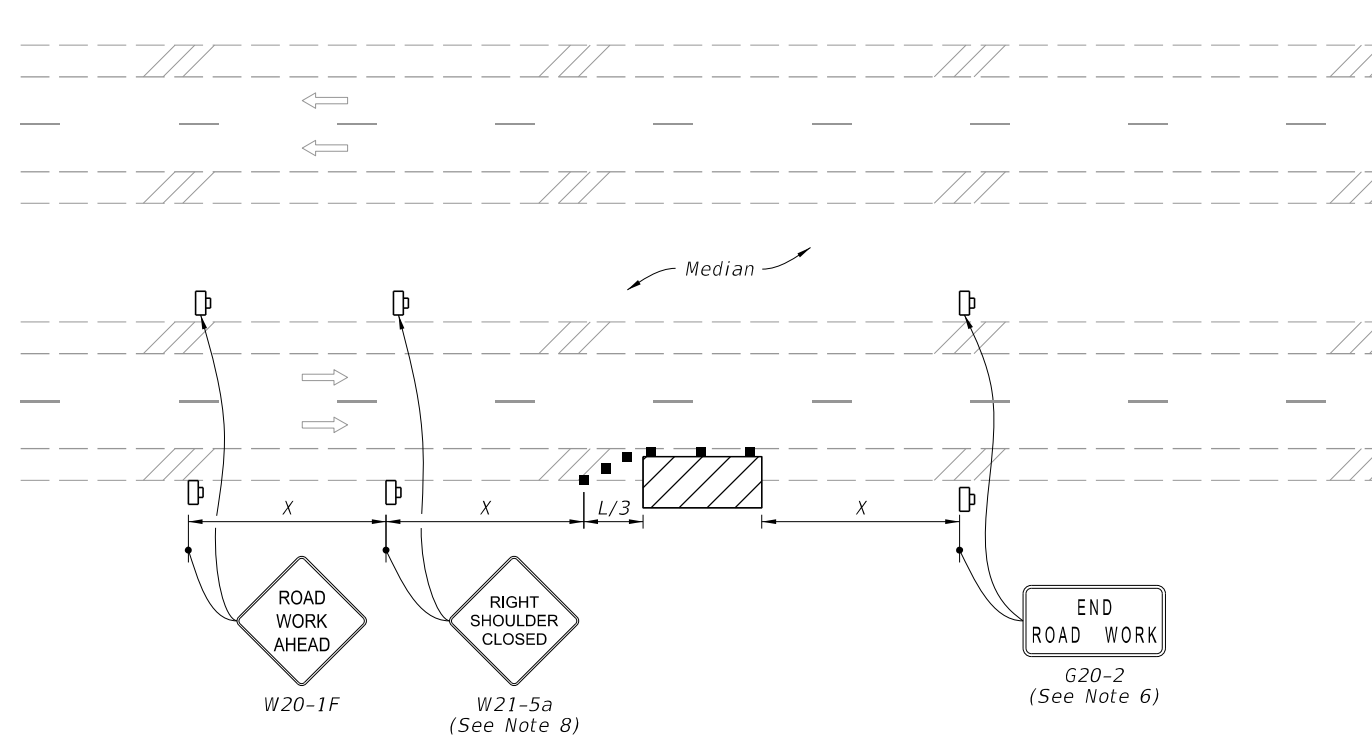


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LAST REVISION 11/01/21	REVISION	DESCRIPTION:		FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2
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MULTILANE ROADWAY
 SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
 WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
 SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic








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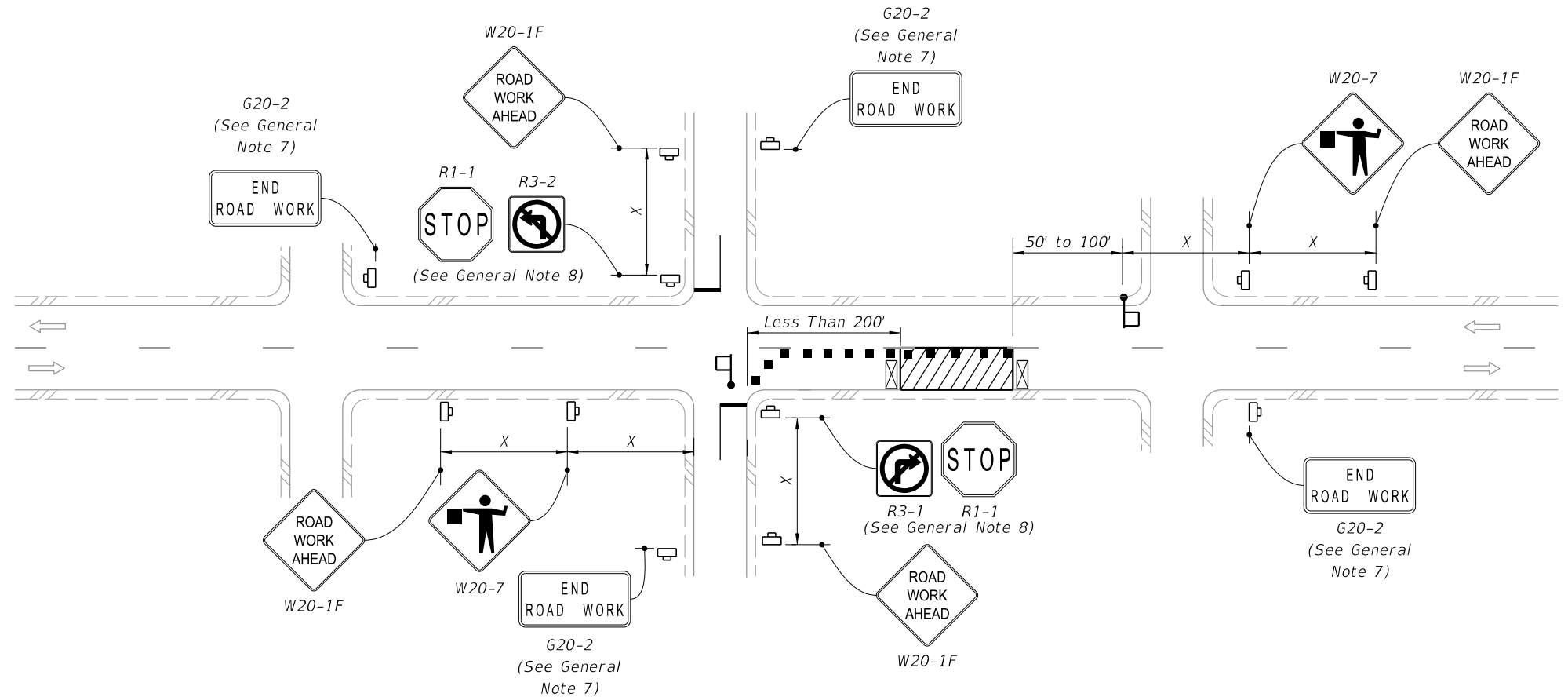
LAST REVISION 11/01/20	REVISION	DESCRIPTION:
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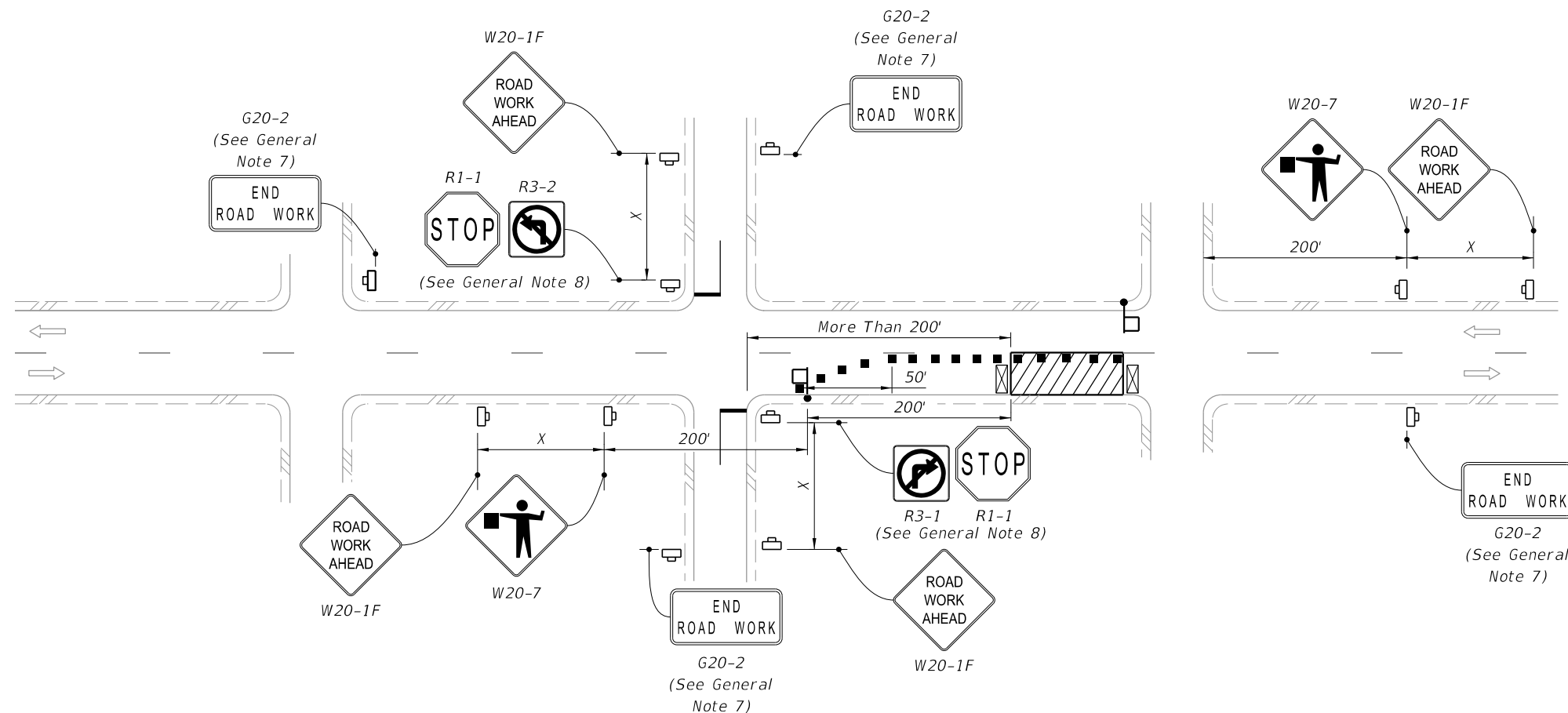
1. This Index applies to two-lane, two-way roadways with work within or near the intersection.
2. X = Work Zone Sign Spacing
See Index 102-600 for "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).
4. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
5. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
6. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.
7. The "End Road Work" signs (G20-2) along with the associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.
8. As an option to the "STOP" sign (R1-1) and Restricted Left/Right Turning Movement sign (R3-1 or R3-2), the "SIDE ROAD INTERSECTING THE WORK ZONE" flagging operation from Index 102-600 may be used.

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Type III Barricade
-  Stop Bar
-  Flagger
-  Lane Identification and Direction of Traffic



LANE CLOSURE FOR WORK LESS THAN 200' FROM INTERSECTION

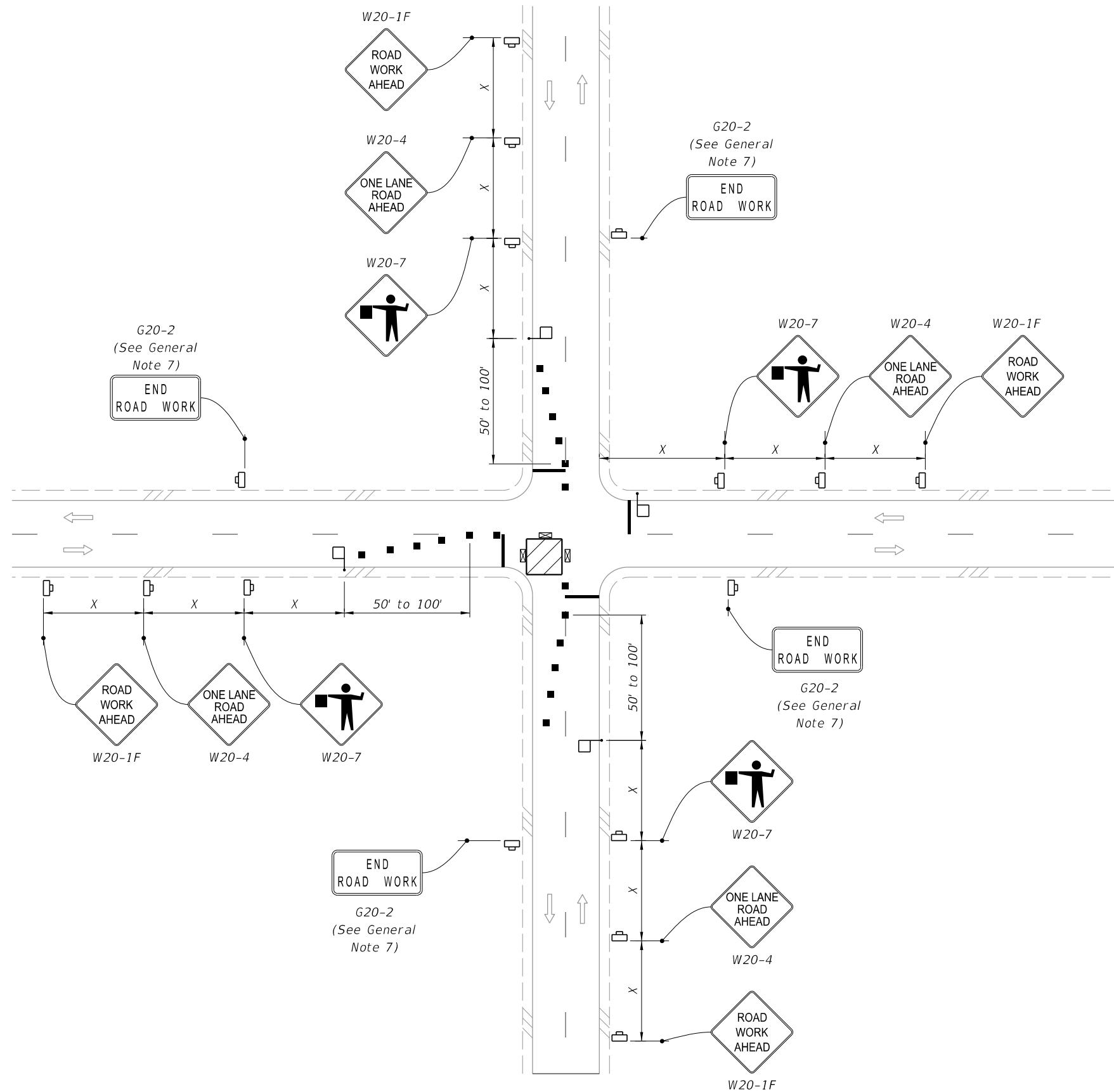


LANE CLOSURE FOR WORK MORE THAN 200' FROM INTERSECTION








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LAST REVISION 11/01/22	REVISION	DESCRIPTION:	 FY 2023-24 STANDARD PLANS	TWO-LANE, TWO-WAY, INTERSECTION WORK	INDEX 102-604	SHEET 1 of 2
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SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Type III Barricade
-  Stop Bar
-  Flagger
-  Lane Identification and Direction of Traffic

WORK IN INTERSECTION OF TWO-LANE ROADWAY

LAST REVISION 11/01/22	DESCRIPTION:
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FY 2023-24
STANDARD PLANS

TWO-LANE, TWO-WAY, INTERSECTION WORK





INDEX
102-604

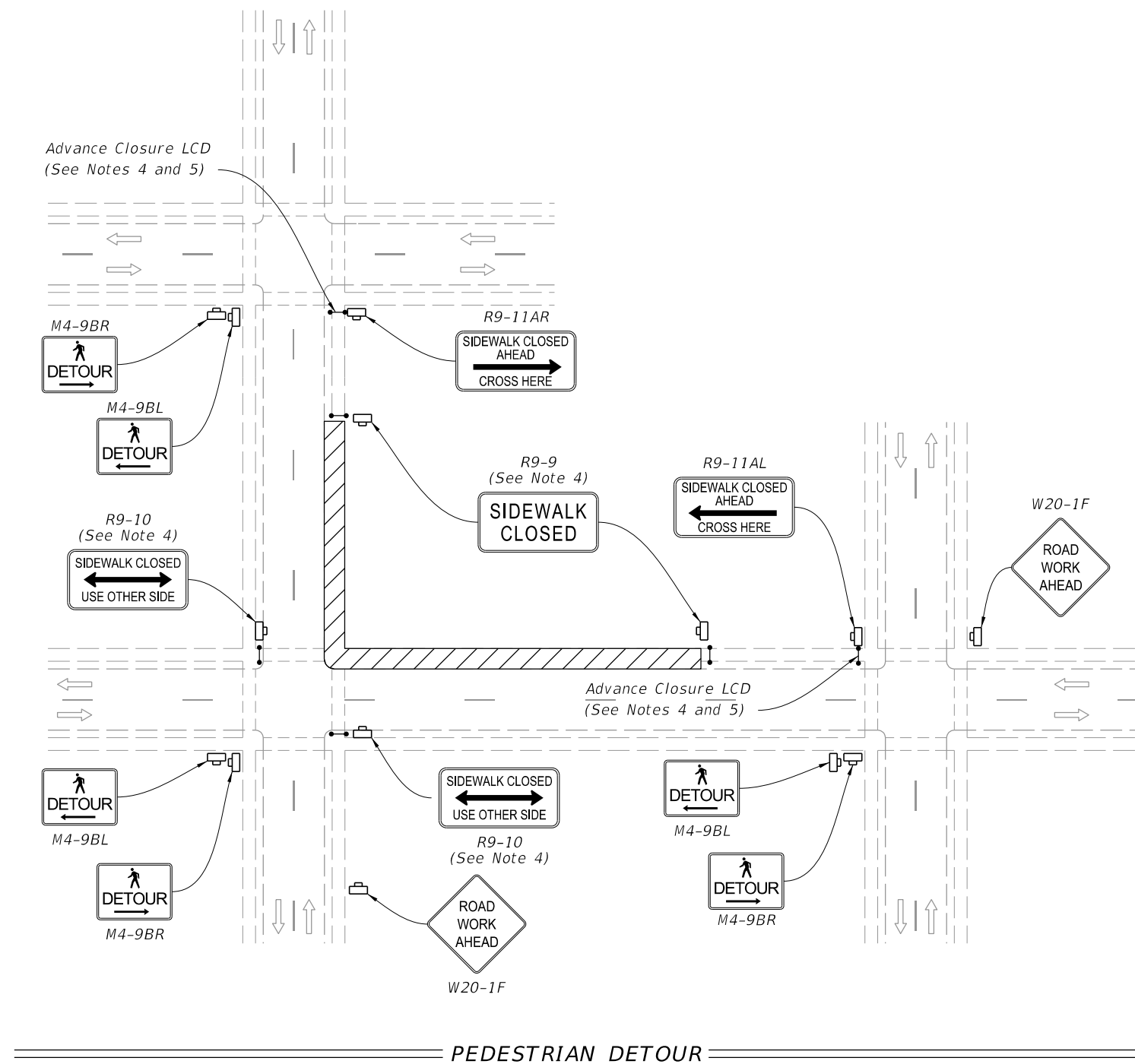
SHEET
2 of 2

NOTES:


1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

-  Work Area
-  Work Zone Sign
-  Pedestrian Longitudinal Channelizing Device (LCD)
-  Lane Identification and Direction of Traffic



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




LAST REVISION 11/01/20	REVISION	DESCRIPTION:		FY 2023-24 STANDARD PLANS	SIDEWALK CLOSURE	INDEX 102-660	SHEET 1 of 2
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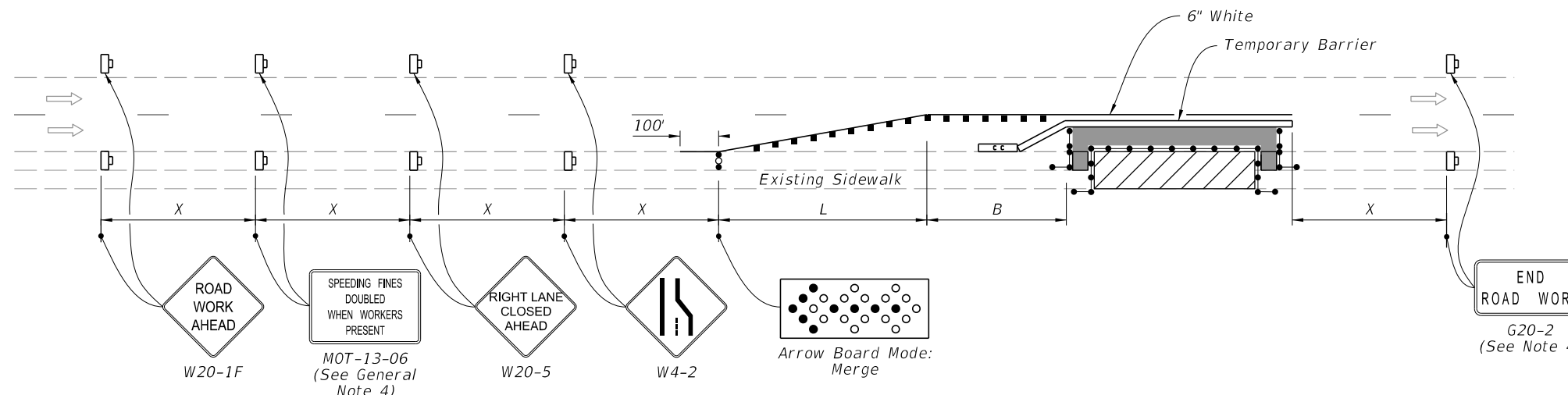
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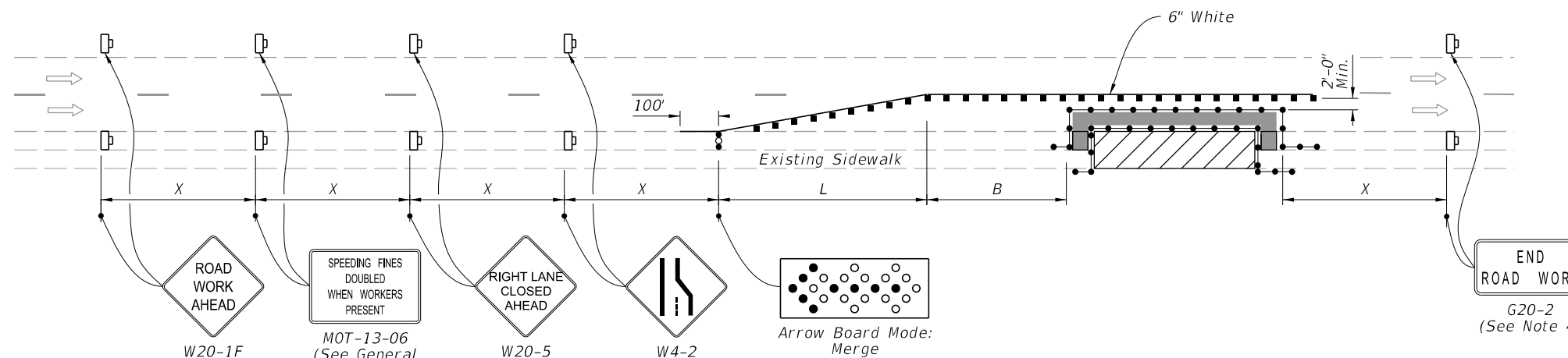
1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

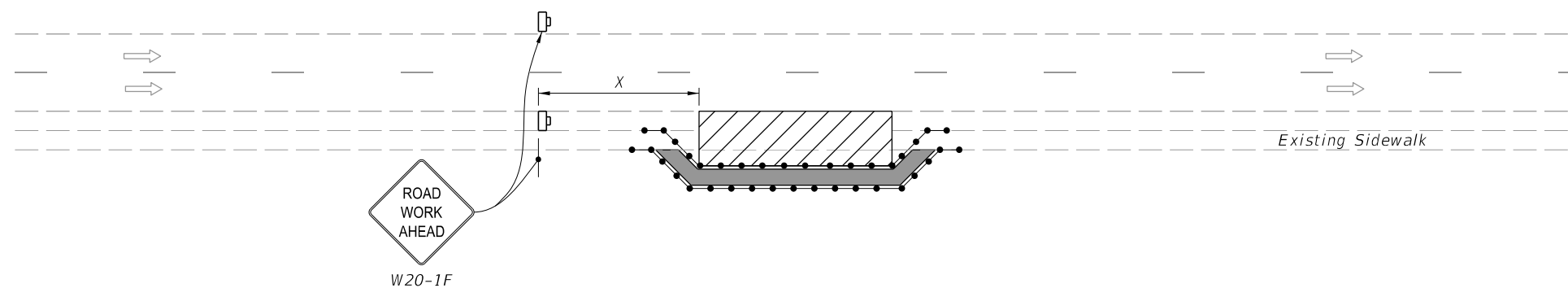
-  Work Area
-  Temporary Pedestrian Way
-  Channelizing Device (See Index 102-600)
-  Pedestrian Longitudinal Channelizing Device (LCD)
-  Work Zone Sign
-  Arrow Board
-  Crash Cushion
-  Lane Identification and Direction of Traffic




PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



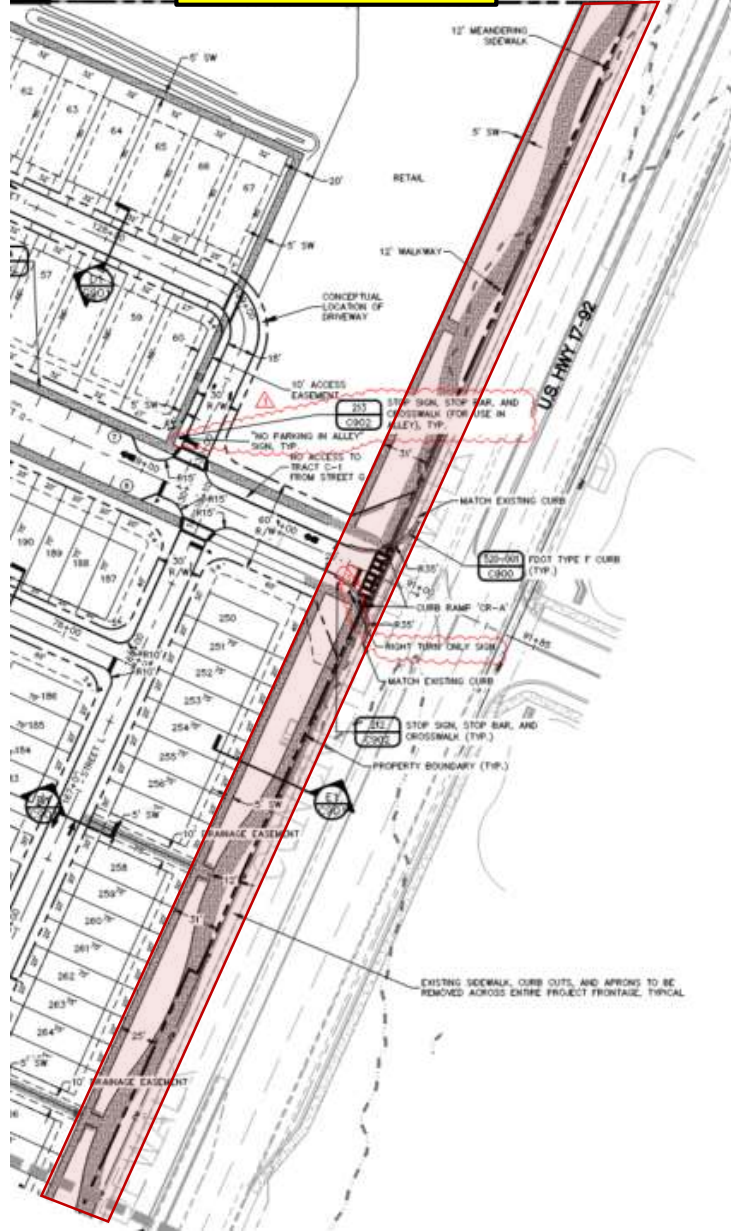
PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)



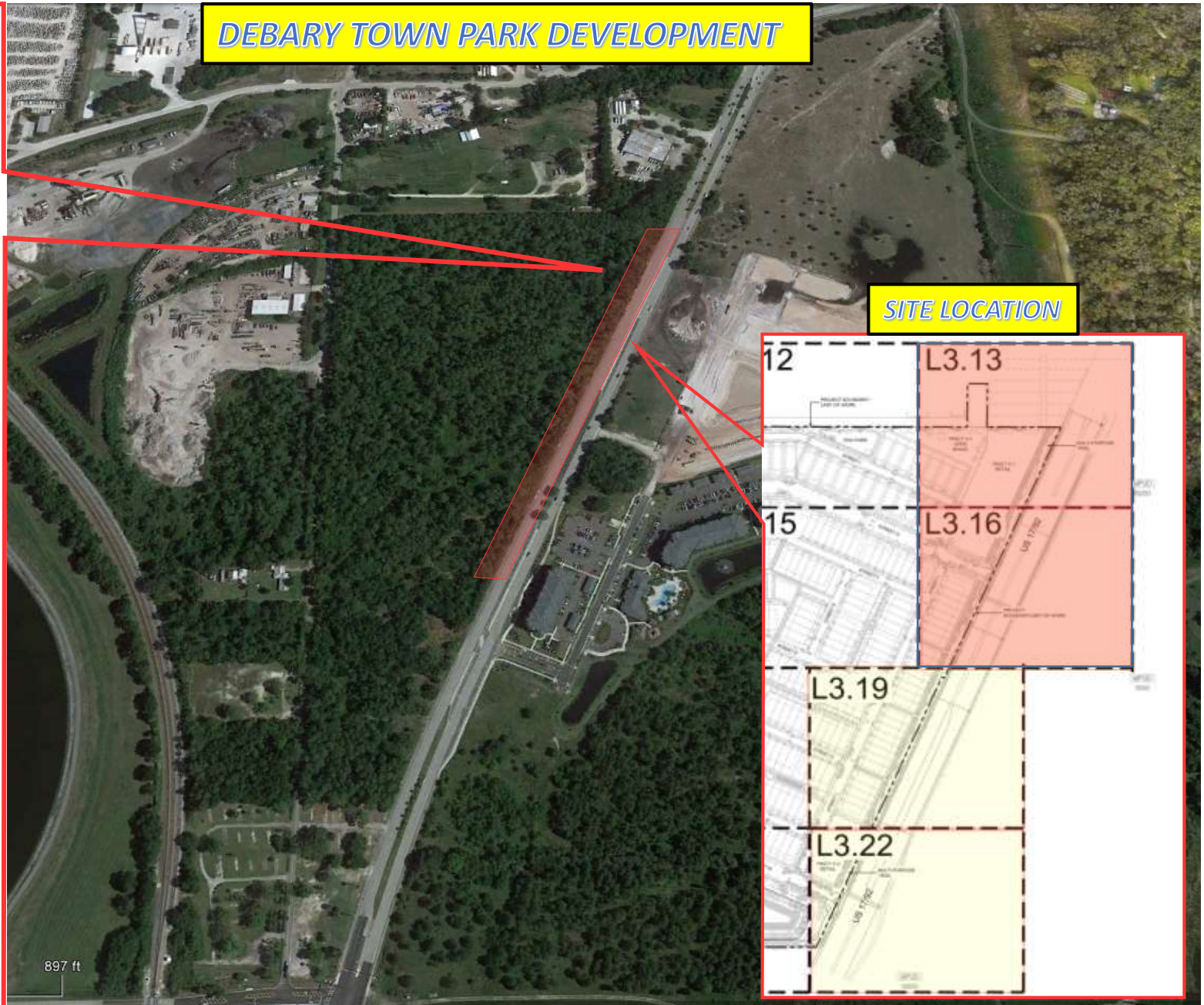
PEDESTRIAN SPECIAL DETOUR

LAST REVISION 11/01/21	REVISION	DESCRIPTION:		FY 2023-24 STANDARD PLANS	SIDEWALK CLOSURE	INDEX 102-660	SHEET 2 of 2
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SECTIONS 13 & 16



DEBARY TOWN PARK DEVELOPMENT

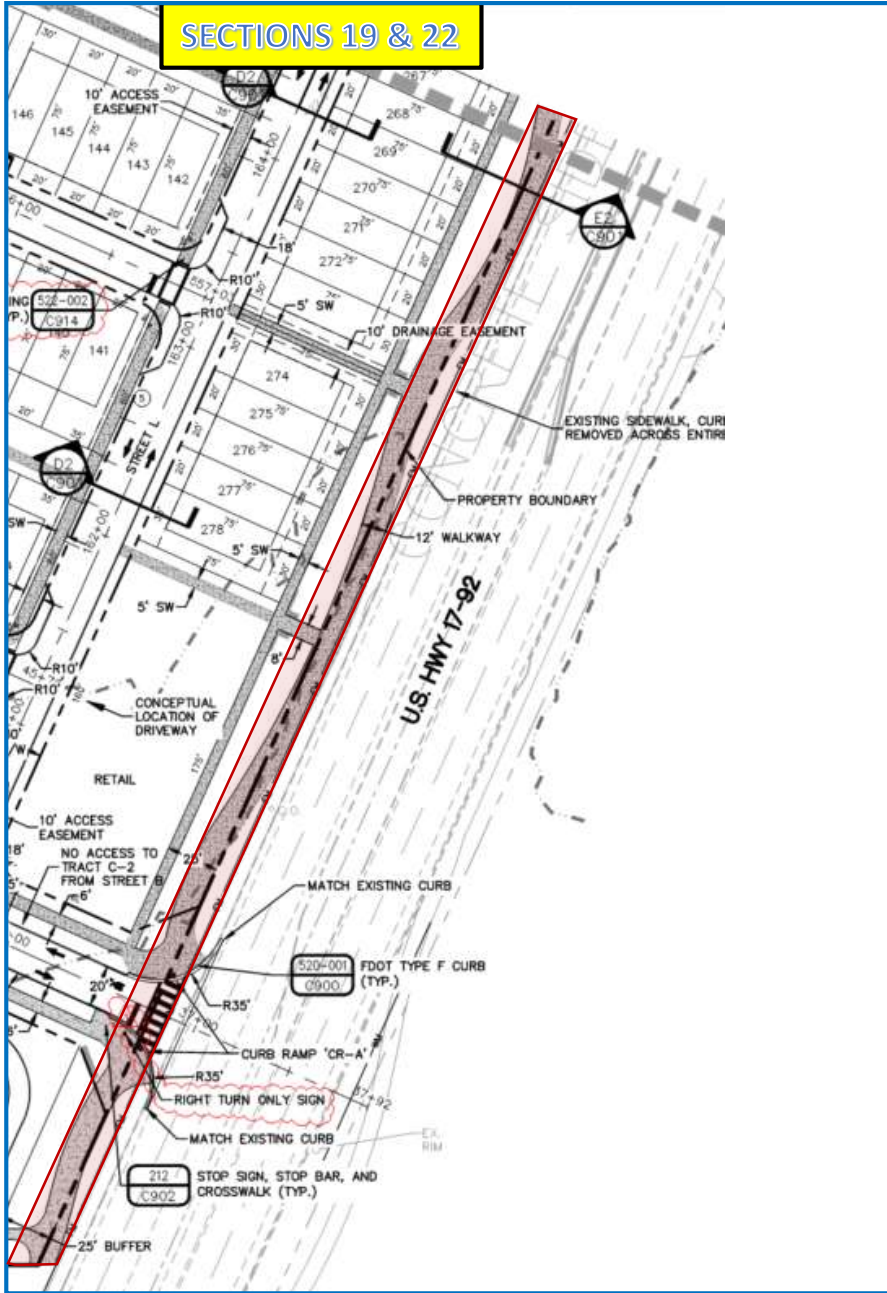


SITE LOCATION

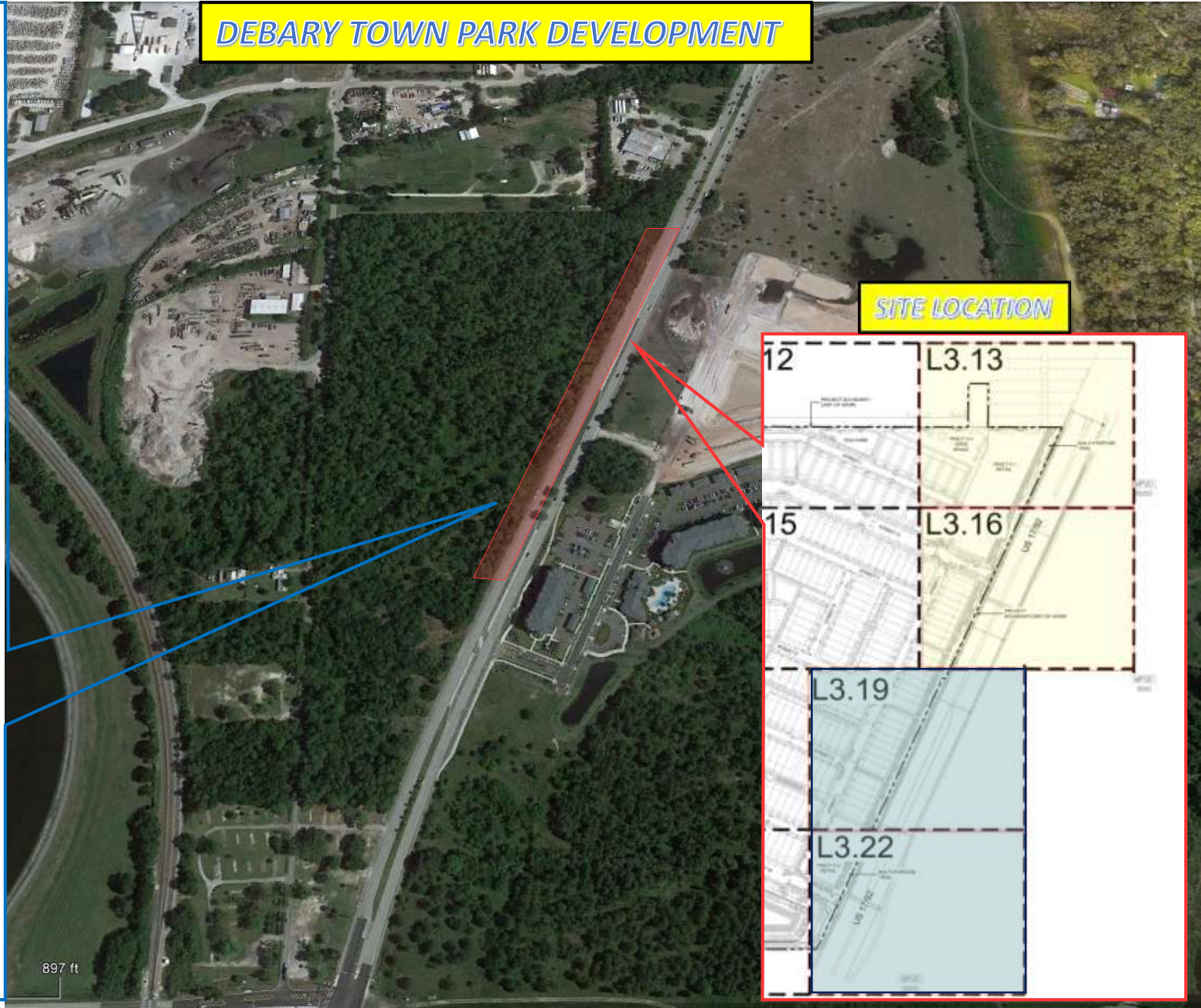


897 ft

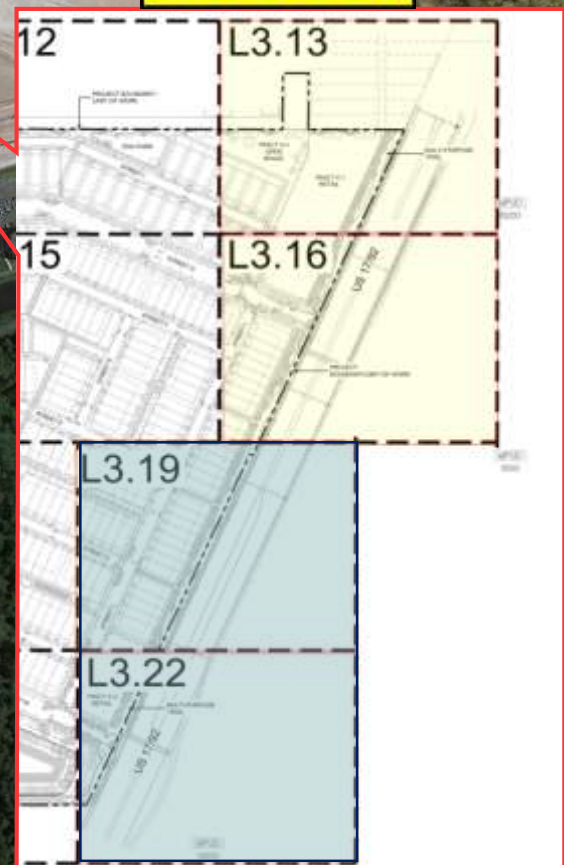
SECTIONS 19 & 22



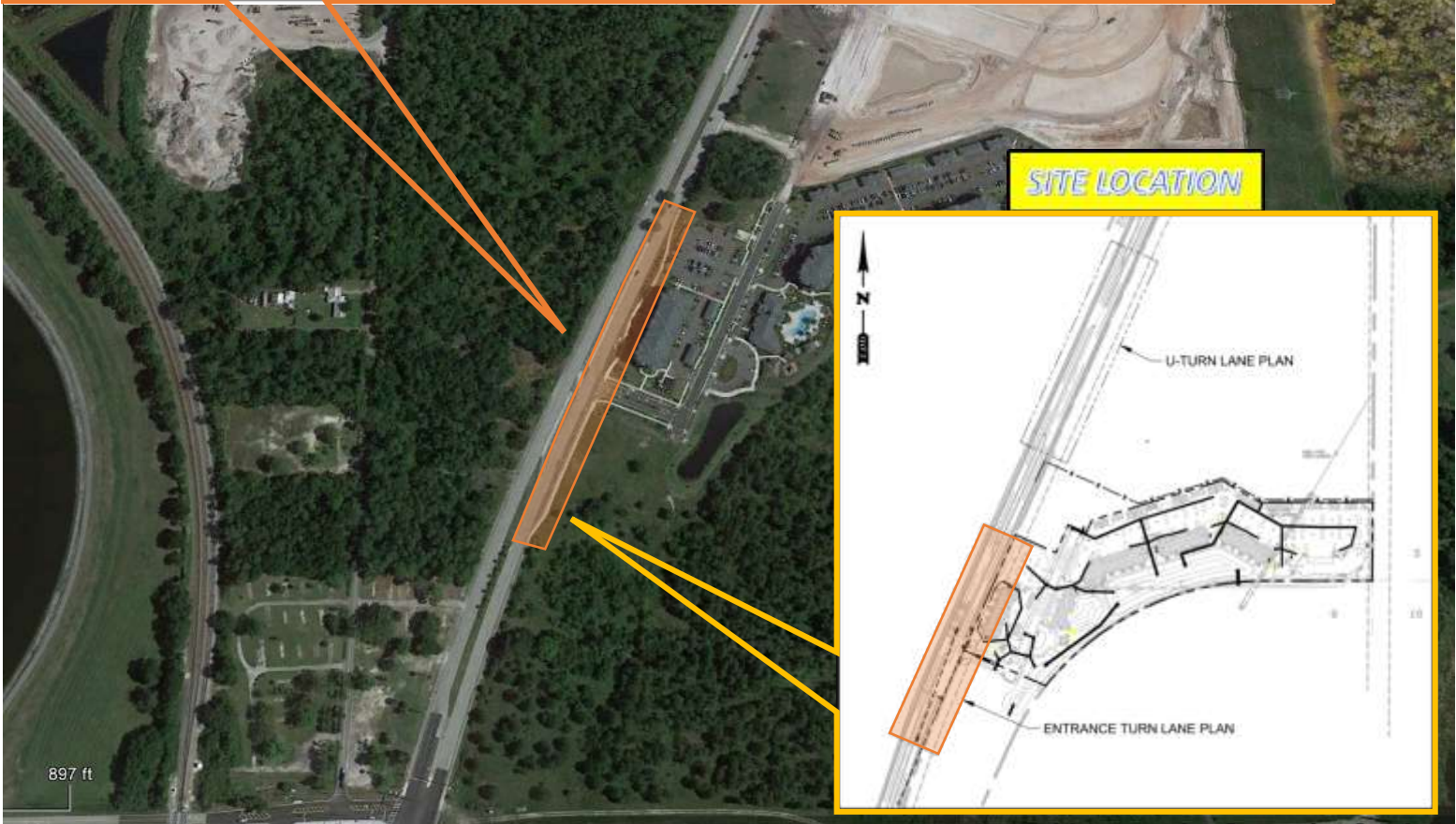
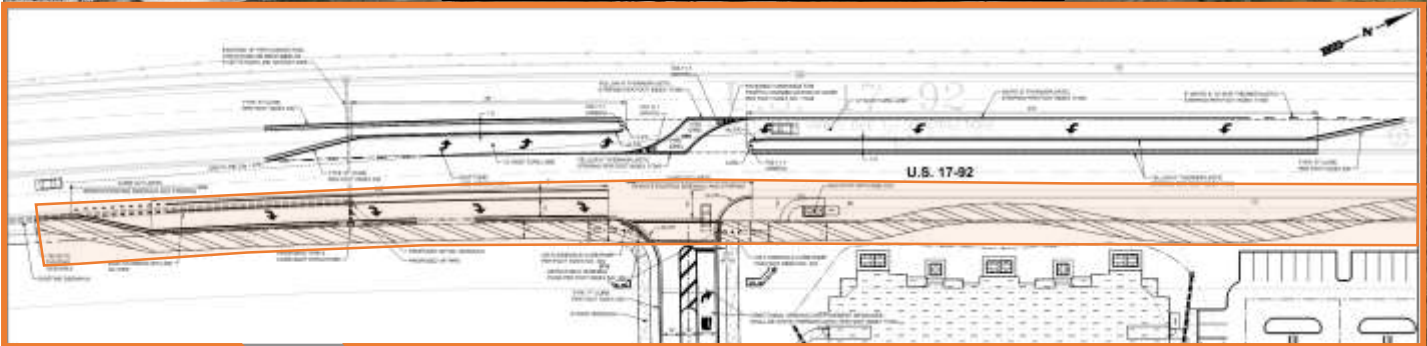
DEBARY TOWN PARK DEVELOPMENT



SITE LOCATION



INTEGRA 289 DEVELOPMENT



SITE LOCATION





City Council Meeting City of DeBary AGENDA ITEM

<p>Subject: Stormwater Management & Natural Vacant Land Preservation – Purchase of SE DeBary Properties.</p> <p>From: Richard Villasenor, City Senior Engineer</p> <p>Meeting Hearing Date September 20, 2023</p>	<p>Attachments: <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other</p>
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REQUEST

Staff requests City Council to approve the Vacant Land Contract to purchase 114 vacant platted lots owned by Richard D Carlson, which is generally located south of DeBary Mansion.

PURPOSE

In the City’s rapid growth of late, there have been great efforts to protect local natural habitat assets. This acquisition is needed particularly because of the City’s current use as part of the Central Emergency Stormwater Management system and located within the Gemini Springs protection area.

CONSIDERATIONS

- The site is generally bordered by Toms Road along the South, Mansion Boulevard along the East, Sunrise Boulevard along the North, and Fredericka Road to the West.
- Much of the subject site is inundated by jurisdictional wetlands. Net upland areas are noncontiguous and make up approximately 5% of the site.
- The City’s Central Emergency Pump system discharges to this site with ultimate discharge into DeBary Bayou.
- The site consists of 35.1 acres made up by 114 platted lots including platted undeveloped road right-of-ways. Of the total lots, 97 are zoned RC – Resource Corridor; 9 lots are split-zoned RC/R-4; and 8 lots are zoned R-4.
- This site lies within the Gemini Springs Primary Focus Area, or Basin Management Action Plan for elimination of septic sewer system and springs water quality restoration.

COST/FUNDING

This vacant land purchase is included in the FY2023-24 stormwater budget. The cost for the Vacant Land Contract is \$236,500.

RECOMMENDATION

It is recommended that the City Council approve the Vacant Land Contract to purchase 114 vacant platted lots owned by Richard D Carlson.

IMPLEMENTATION

Sale of property to close within 30 Days.

ATTACHMENTS

Vacant Land Contract with Addendum – Richard D. Carlson

- Exhibits:
- DeBary Zoning Map
 - DeBary Stormwater Atlas Map
 - Volusia County Wetlands Map
 - FDEP Gemini Springs BMAP

Vacant Land Contract

1 1. Sale and Purchase ("Contract"): Richard D. Carlson
2 ("Seller") and City of DeBary, a Florida municipal corporation
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5 Address: Various
6 Legal Description:
7 See attached Addendum
8
9
10
11 SEC ___/TWP /___/ RNG ___ of ___ County, Florida. Real Property ID No.:
12 including all improvements existing on the Property and the following additional property:
13

14 2. Purchase Price: (U.S. currency) \$ 236,500.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16 Escrow Agent's Name: Fishback Dominick, LLP
17 Escrow Agent's Contact Person: Attention: A. Kurt Ardaman
18 Escrow Agent's Address: 1947 Lee Road, Winter Park, FL 32789
19 Escrow Agent's Phone: 407 262-8400
20 Escrow Agent's Email: ardaman@fishbacklaw.com

- (a) Initial deposit (\$0 if left blank) (Check if applicable)
- [] accompanies offer
- [x] will be delivered to Escrow Agent within 5 days (3 days if left blank) after Effective Date \$ 5,000.00
(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
- [] within ___ days (10 days if left blank) after Effective Date
- [] within ___ days (3 days if left blank) after expiration of Due Diligence Period \$
(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$
(d) Other: \$
(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds..... \$ 231,500.00
(f) [] (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is [] lot [] acre [] square foot [] other (specify):
prorating areas of less than a full unit. The purchase price will be \$ ___ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

38 3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy
39 delivered to all parties on or before ____, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter-offer.

43 4. Closing Date: This transaction will close on See attached Addendum ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.

51 5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 (a) **Buyer** will pay cash for the Property with no financing contingency.

57 (b) This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58 specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.

64 (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65 or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
66 adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.

70 (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
71 **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:

72 _____
73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.

82 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

83 _____
84 LN# _____ in the approximate amount of \$ _____ currently payable at
85 \$ _____ per month, including principal, interest, taxes and insurance, and having a
86 fixed other (describe) _____
87 interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92 **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

93 **7. Assignability: (Check one) Buyer** may assign and thereby be released from any further liability under this
94 Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95 **8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96 deed special warranty deed other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 other matters to which title will be subject) _____,
100 provided there exists at closing no violation of the foregoing.

101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104 (Check one) **Seller's** **Buyer's** expense and

105 (Check one) within 15 days after Effective Date at least _____ days before Closing Date,

106 (Check one)

107 (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

165 (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
166 including being satisfied that either public sewerage and water are available to the Property or the
167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
170 is not contingent on Buyer conducting any further investigations.

171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
173 expired or if Paragraph 9(a)(2) is selected.

174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
176 improving the Property and rebuilding in the event of casualty.

177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
183 Department of Environmental Protection, including whether there are significant erosion conditions associated
184 with the shore line of the Property being purchased.

185 Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
191 costs indicated below.

192 (a) **Seller Costs:**

193 Taxes on deed
194 Recording fees for documents needed to cure title
195 Title evidence (if applicable under Paragraph 8)
196 Estoppel Fee(s)
197 Other: _____

198 (b) **Buyer Costs:**

199 Taxes and recording fees on notes and mortgages
200 Recording fees on the deed and financing statements
201 Loan expenses
202 Title evidence (if applicable under Paragraph 8)
203 Lender's title policy at the simultaneous issue rate
204 Inspections
205 Survey
206 Insurance
207 Other: _____

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216 installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 **(f) Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
227 closing.

228 **(g) 1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in
239 this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by
257 this Contract, regarding any contingency will render that contingency null and void, and this Contract will
258 be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by
259 an attorney or licensee (including a transactions broker) representing a party will be as effective as if
260 delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless
263 incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
272 permitted, of **Seller**, **Buyer**, and Broker.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
274 closing or termination of this Contract.

275 **(a) Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
278 liable for the full amount of the brokerage fee.

279 **(b) Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
284 equity to enforce **Seller's** rights under this Contract.

285 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 **18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 **19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
316 treated as a party to this Contract. This Paragraph will survive closing.

317 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
326 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327 None
328 **Seller's** Sales Associate/License No.

None
Buyer's Sales Associate/License No.

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Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

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22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract

(Check if applicable):

- A. Back-up Contract
- B. Kick Out Clause
- C. Other See attached Addendum

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23. Additional Terms: _____

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COUNTER-OFFER/REJECTION

- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- Seller rejects Buyer's offer

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366

**[The remainder of this page is intentionally left blank.
This Contract continues with Line 367 on Page 8 of 8.]**

367 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
368 **signing.**

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

378 *City of DeBary, a Florida municipal corporation*

379 **Buyer:** _____ Date: _____
380 Print name: _____

381 **Buyer:** _____ Date: _____
382 Print name: _____

383 **Buyer's address for purpose of notice:**

384 Address: **16 Colomba Road, DeBary, FL 32713**

385 Phone: **352 801-1819** Fax: _____ Email: **CRosamonda@DeBary.org**

386 **Seller:** _____ Date: _____
387 Print name: **Richard D. Carlson**

388 **Seller:** _____ Date: _____
389 Print name: _____

390 **Seller's address for purpose of notice:**

391 Address: **10215 Trout Road, Orlando, FL 32819**

392 Phone: _____ Fax: _____ Email: **richardcarlson555@gmail.com**

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Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14xx Rev 7/23

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ADDENDUM TO VACANT LAND CONTRACT

THIS ADDENDUM TO VACANT LAND CONTRACT (this “Addendum”) is made and entered into effective as of the ____ day of _____, 2023, by and between **RICHARD D. CARLSON** (the “Seller”); and **CITY OF DEBARY**, a Florida municipal corporation (“Buyer”) as part of and incorporated into the Vacant Land Contract to which this Addendum is attached, all for the purchase and sale of the Property described therein. This Addendum and the Vacant Land Contract to which this Addendum is attached shall hereinafter be collectively referred to as the “Contract”.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Defined Terms. Any defined term used in this Addendum that is not specifically defined herein shall have the meaning given to such term in the Vacant Land Contract.
3. Property. Section 1 of the Vacant Land Contract is amended to provide that the Property shall be the 114 Property Appraiser parcels described on the attached Exhibit A, the legal descriptions of which are more particularly described on the attached Exhibit A-1.
4. Time for Acceptance; Effective Date. Paragraph 3 of the Vacant Land Contract is deleted and replaced with the following:
 3. **Time for Acceptance; Effective Date**: Seller shall execute and deliver the Contract to Buyer and Buyer shall submit the Contract for approval to the City of DeBary City Council. The Contract shall remain a valid and binding offer provided the Contract is approved by the City Council and then executed by the Mayor or other authorized representative of the Buyer within forty-five (45) days from the date Seller delivers the Contract to the Buyer. The “Effective Date” of the Contract shall be the date the Contract is approved by the City Council or the date the Contract is executed by the Mayor or other authorized representative of the Buyer, whichever is later.
5. Closing Date. Section 4 of the Vacant Land Contract is amended to provide that the Closing Date shall on or before the expiration of the Due Diligence Period unless Buyer terminates the Contract prior thereto.
6. Title Evidence. Section 8(a) of the Vacant Land Contract is amended to provide that the owner’s title insurance commitment and policy shall be issued by Fishback Dominick, LLP, which shall also serve as closing agent.
7. Survey. Section 8(c) of the Vacant Land Contract is amended to provide that Buyer, at its option, may elect to have the deed and other closing documents use the legal description contained in the survey obtained by Buyer rather than the description set forth above.

8. Brokers. Seller represents Seller has not retained a broker and is not responsible for any broker's fees or commissions for this transaction and Buyer represents it has not retained a broker and is not responsible for any broker's fees or commissions for this transaction. Seller and Buyer each indemnify and hold the other harmless from any loss or damage arising from such party's representations. This provision survives termination, expiration, and closing of the Contract.

9. No Further Changes. The foregoing terms and conditions are hereby incorporated into the Vacant Land Contract. The Vacant Land Contract, as modified by this Addendum, shall have full force and effect. In the event of any conflict or ambiguity between the Vacant Land Contract and this Addendum, this Addendum controls. This Addendum may be executed in one or more counterparts, all of which together shall constitute one and the same instrument. Signatures, initials, documents referenced in the Contract and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date of this Addendum.

SELLER :

RICHARD D. CARLSON

BUYER:

CITY OF DEBARY,
a Florida municipal corporation

By: _____

(Print Name)

Its: _____

EXHIBIT A

DeBary Property

No. Parcel Number

1	803433170260	39	803433170120	77	803440010180
2	803433160050	40	803433170130	78	803440010190
3	803433160060	41	803433170140	79	803440010200
4	803433160070	42	803433170150	80	803440010210
5	803433160080	43	803433170160	81	803440010220
6	803433160090	44	803433170170	82	803440010230
7	803433160100	45	803433170180	83	803440030010
8	803433160110	46	803433170190	84	803440030020
9	803433160120	47	803433170270	85	803440030030
10	803433160130	48	803433170280	86	803440030040
11	803433160140	49	803433170290	87	803440030050
12	803433160150	50	803433170300	88	803440030060
13	803433160160	51	803433170310	89	803440030070
14	803433160170	52	803433170320	90	803440030080
15	803433160180	53	803433170330	91	803440030090
16	803433160190	54	803433170340	92	803440030100
17	803433160220	55	803433170350	93	803440030110
18	803433160230	56	803433170360	94	803440030120
19	803433160240	57	803433170370	95	803440030130
20	803433160250	58	803433170380	96	803440030140
21	803433160260	59	803433170390	97	803440030150
22	803433160270	60	803433170400	98	803440030160
23	803433160280	61	803433170410	99	803440030170
24	803433160290	62	803440010030	100	803440030180
25	803433160300	63	803440010040	101	803440040040
26	803433160310	64	803440010050	102	803440040050
27	803433160320	65	803440010060	103	803440040060
28	803433160330	66	803440010070	104	803440040070
29	803433160340	67	803440010080	105	803440040080
30	803433160350	68	803440010090	106	803440040090
31	803433160360	69	803440010100	107	803440040100
32	803433160370	70	803440010110	108	803440040110
33	803433170060	71	803440010120	109	803440040120
34	803433170070	72	803440010130	110	803440040130
35	803433170080	73	803440010140	111	803440040140
36	803433170090	74	803440010150	112	803440040150
37	803433170100	75	803440010160	113	803440040160
38	803433170110	76	803440010170	114	803440040170

EXHIBIT A-1

Lots 11-19 and Lots 22-31, Block 16, PLANTATION ESTATES, Unit 23, as recorded in Map Book 23, Page 90, Public Records of Volusia County, Florida

Lots 5-10 and Lots 32-37, Block 16, PLANTATION ESTATES, Unit 23, as recorded in Map Book 23, Page 90, Public Records of Volusia County, Florida

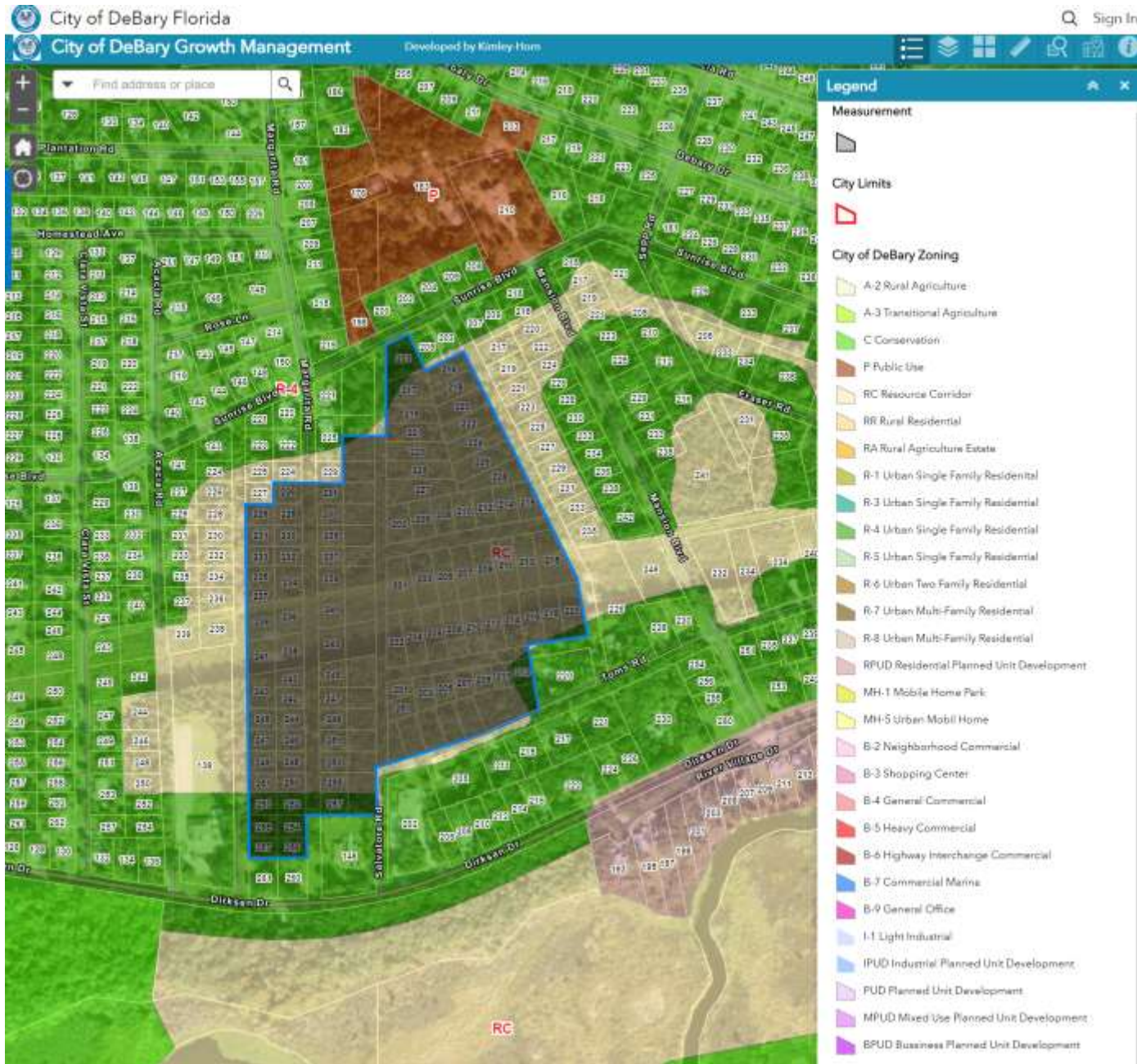
Lots 6-19 and Lots 26-41, Block 17, PLANTATION ESTATES, Unit 23, as recorded in Map Book 23, Page 90, Public Records of Volusia County, Florida;

Lots 3-23 Block 1, PLANTATION ESTATES, Unit 30, as recorded in Map Book 23, Page 166, Public Records of Volusia County, Florida;

Lots 1-18 Block 3, PLANTATION ESTATES, Unit 30, as recorded in Map Book 23, Page 166, Public Records of Volusia County, Florida;

Lots 4-19 Block 4, PLANTATION ESTATES, Unit 30, as recorded in Map Book 23, Page 166, Public Records of Volusia County, Florida;

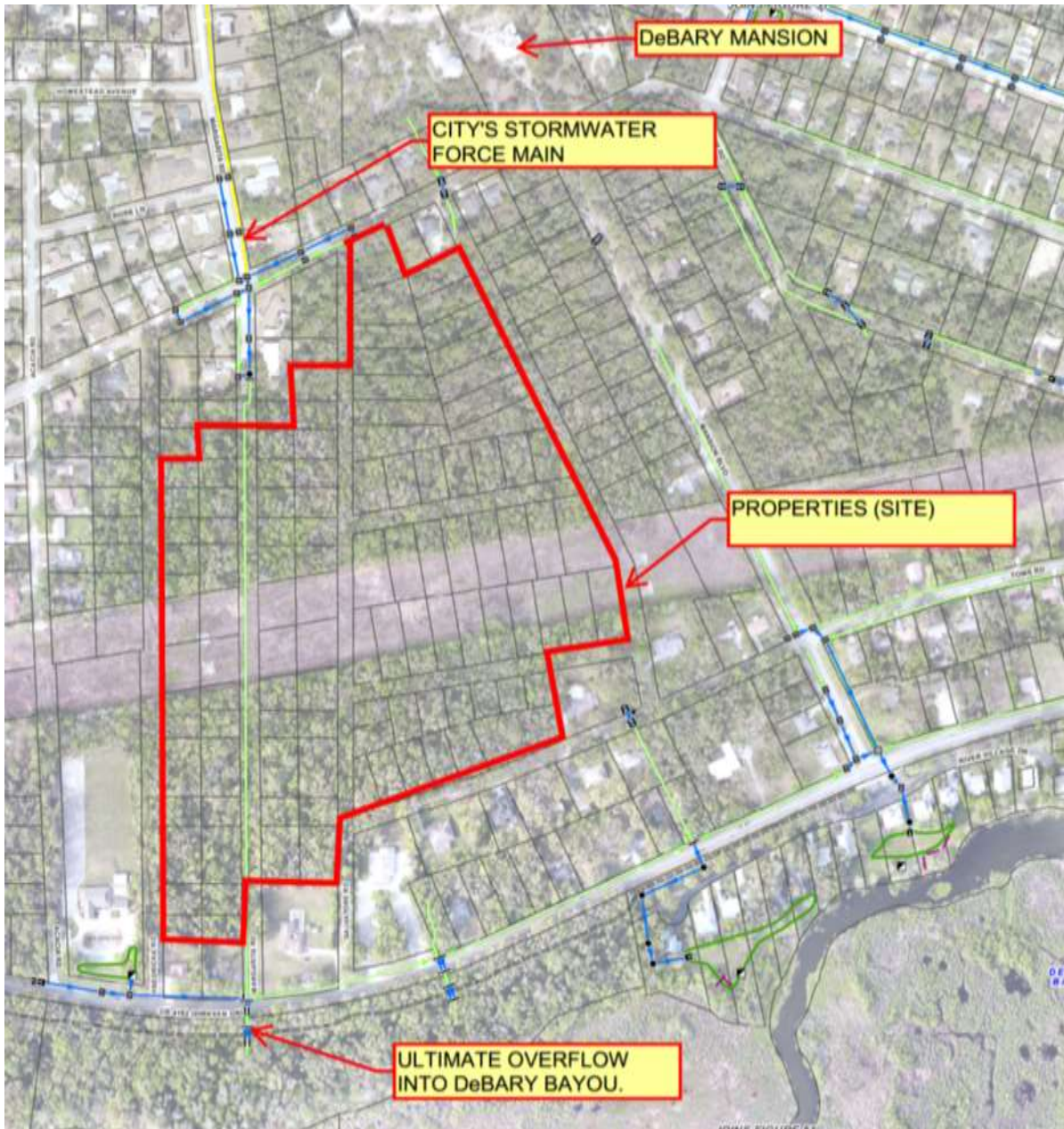
DeBARY ZONING MAP & COUNTY WETLANDS MAP



Volusia County Property Appraiser



DeBARY STORMWATER ATLAS MAP & FDEP GEMINI SPRING BMAP



Gemini Springs Basin Management Action Plan (BMAP) Area



RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DeBARY, VOLUSIA COUNTY, FLORIDA, IN OPPOSITION TO THE PROPOSED CONSTRUCTION OF THE BELVEDERE FUEL FARM NEAR ORMOND BEACH IN THE UNINCORPORATED AREA OF VOLUSIA COUNTY AT, OR ABOUT, 874 HULL ROAD, ORMOND BEACH, FLORIDA.

Whereas, the proposed Belvedere Fuel Farm would consist of 16 tanks, some measuring 40 feet tall, that will store more than 20 million gallons of gasoline, diesel, ethanol, biodiesel, additives, and propane and will feed a constant stream of tanker trucks (approximately 164 trucks per day), and

Whereas, Belvedere Fuel Farm has proximity to the residential neighborhoods of Bear Creek Retirement Community, Ormond Lakes, Ormond Grande Townhomes, Village of Pine Run as well as the Ormond Beach Sports Complex with its 29 sports fields, which may have an impact on the quality of life of many tax-paying residents, and

Whereas, there are potential safety issues that would exist within the proximity of Ormond Beach Municipal Airport and airport runway, which averages 119,000 operations (takeoffs or landings) per year. The airport provides standard operations which also includes flight instruction to student pilots. The risk of potential collisions and catastrophic effects are a major concern, and

Whereas, this project has the risk of spills and leaks, which can release large amounts of pollutants into the environment. Spilled fuels can contaminate soil, groundwater, and surface water, posing risks to the aquifer and impacting our drinking water, and

Whereas, the City Council of the City of DeBary, Florida supports the efforts of the Volusia League of Cities and its members to oppose the construction of the Belvedere Fuel Farm in unincorporated Ormond Beach, and recommends the developer seek a more suitable location in a more remote location outside Volusia County.

Adopted by the City Council of the City of DeBary, Florida this _____ day of _____, 2023.

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk