# CITY COUNCIL MEETING

September 04, 2024 at 6:30 PM

**City Council Chambers, 16 Colomba Rd.**

**DeBary, Florida 32713**

## REVISED AGENDA

**CALL TO ORDER**

Invocation

Flag Salute

**ROLL CALL**

**PUBLIC HEARINGS**

1. City Manager is requesting the City Council adopt Resolution No. 2024-10, to set the tentative millage rate of 3.5000 for the collection of ad valorem taxes for fiscal year 2024-2025. This tentative millage rate of 3.5000 is 26.15% higher than the rolled-back rate of 2.7744.
2. City Manager is requesting the City Council adopt Resolution No.2024-11, approving the tentative annual operating budget for fiscal year 2024-2025.

**PUBLIC PARTICIPATION**: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For 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.

**APPROVAL OF MINUTES**

3. Regular City Council Meeting August 7, 2024
4. Special City Council Meeting August 21, 2024

**ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA**

**CONSENT AGENDA**

5. City Manager is requesting City Council approve a three-year renewal term of the cybersecurity licensing agreement with a yearly cost of $15,886.00, and authorize the City Manager to execute the agreement.
6. City Manager is requesting Council approval to sign a three-year renewal agreement from Konica Minolta with a monthly lease cost of $213.82 per unit and a service cost of $240.00 per unit totaling $10,891.68 annually for two leased Multi-Function Printer (MFP) units.
7. Staff is requesting City Council approve the Trail Agreement with Duke Energy Florida, LLC for Duke Energy to formally approve and allow the start of the trail construction through their power transmission easement.
8. City Manager is requesting City Council approve the Halifax Humane Society Animal Sheltering Services Contract for FY2024-25.

**NEW BUSINESS**

9. City Manager is requesting City Council approve the 2024 three-year renewal of the Volusia Sheriff's Office Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of DeBary.

10. Staff is requesting City Council approve Resolution No.2024-16, amending the DeBary Town Center Transit Oriented Development (TOD) Project Mixed Planned Unit Development (MPUD) to annex the south 2.17 acres of Block VI into the development.

11. Staff is requesting City Council approve construction Change Orders 1 & 2 for the Ft. Florida Road reconstruction, allowing for the City Manager to sign, and for City Council to allow the City Manager to approve subsequent change orders without taking to City Council as long as there is no net cost change to previously approved City budgets for this project.

**COUNCIL MEMBER REPORTS / COMMUNICATIONS**

Member Reports/ Communications

A. Mayor and Council Members

B. City Manager

C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP**

Special City Council Meeting September 18, 2024

**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 2024-10 Tentative Millage Rate for FY 2024-2025<br>**From:** Carmen Rosamonda, City Manager<br><br>**Meeting Hearing Date** September 4, 2024 | **Attachments:**<br>**( ) Ordinance**<br>**(x) Resolution**<br>**( ) Supporting Documents/ Contracts**<br>**( ) Other** |

**REQUEST**

City Manager is requesting the City Council to adopt Resolution 2024-10 to set the tentative millage rate of 3.5000 for the collection of ad valorem taxes for fiscal year 2024-2025. This tentative millage rate of 3.5000 is 26.15% higher than the rolled-back rate of 2.7744.

**PURPOSE**

This is the first of two (2) public hearings at which the millage rate for fiscal year 2024-2025 will be considered and voted upon. Resolution 2024-10 establishes the tentative ad valorem millage rate. The final public hearing and adoption of the final millage rate is scheduled for September 18, 2024 at 6:30 pm.

**CONSIDERATIONS**

The City Council sets the ad valorem millage rate which provides the revenue needed to fund the Annual Operating Budget.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution 2024-10 to set the tentative millage rate of 3.5000 for the collection of ad valorem taxes for fiscal year 2024-2025.

**IMPLEMENTATION**

N/A

**ATTACHMENTS**

Resolution 2024-10

**RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA; ADOPTING A TENTATIVE MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2024-2025 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF DEBARY, FLORIDA; SETTING A FINAL BUDGET HEARING DATE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Volusia County Property Appraiser has certified the quantity of taxable property within the City of DeBary for Fiscal Year 2024-2025; 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 of January 1,2024.

**WHEREAS**, the City Manager has delivered the Recommended Annual Operating Budget for FY 2024-2025 in accordance with Article XI, Section 11.02 of the City Charter; and

**WHEREAS**, the City Council of the City of DeBary adopted a proposed millage rate of 3.5000 and set the tentative budget hearing for September 4, 2024, 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 tentative millage rate of 3.5000 for ad valorem taxation within the City of DeBary, Florida for the 2024-2025 fiscal year. This tentative ad valorem tax shall be levied upon the 2024 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, 2024 and ending September 30, 2025. The 3.5000 millage is also stated as $3.5000 per thousand dollars of taxable property value.

SECTION 2. The tentative ad valorem millage rate to be levied upon all taxable property located within the City of DeBary is 3.5000 which is higher than the computed rolled-back rate of 2.7744 by 26.15%.

SECTION 3. The Final Budget Hearing is hereby set for September 18, 2024 at 6:30 p.m. to be held in the Council Chambers at City Hall, 16 Colomba Road, DeBary, Florida.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 4th day of September 2024.

**CITY COUNCIL**
**CITY OF DEBARY, FLORIDA**

**ATTEST:**

_____ _____

**Annette Hatch, CMC, City Clerk** **Karen Chasez, Mayor**

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | |
|---|---|
| **Subject:** Resolution 2024-11 Tentative Annual Operating Budget for FY 2024-2025<br>**From:** Carmen Rosamonda, City Manager<br><br>**Meeting Hearing Date** September 4, 2024 | **Attachments:**<br>**( ) Ordinance**<br>**(x) Resolution**<br>**( ) Supporting Documents/ Contracts**<br>**( ) Other** |

**REQUEST**

City Manager is requesting the City Council adopt Resolution 2024-11 to approve the tentative annual operating budget for fiscal year 2024-2025.

**PURPOSE**

This is the first of two (2) public hearings at which the annual operating budget for fiscal year 2024-2025 will be considered and voted upon. Resolution 2024-11 establishes the tentative annual operating budget. The final public hearing and adoption of the final budget is scheduled for September 18, 2024 at 6:30 pm.

**CONSIDERATIONS**

On August 21, 2024 at the City Council meeting, the City Council discussed the proposed annual operating budget. Since the proposed budget was issued, there have been updates to the proposed budget which were presented during that meeting. As more information becomes available, for example State revenue estimates, the proposed budget is adjusted. The tentative budget includes these changes.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution 2024-11 to set the tentative annual operating budget for fiscal year 2024-2025.

**ATTACHMENTS**

Resolution 2024-11
Tentative Annual Operating Budget for Fiscal Year 2024-2025

**RESOLUTION NO. 2024-11**

**A RESOLUTION OF THE CITY OF DEBARY, VOLUSIA COUNTY, FLORIDA; ADOPTING A TENTATIVE ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of DeBary, Florida, has submitted by July 15, 2024, to the City Council of the City of DeBary, the Recommended Proposed Annual Operating Budget for fiscal year 2024-2025 in accordance with Article XI, Section 11.02 of the City Charter; and

**WHEREAS**, the City Charter and the State of Florida require 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 Tentative Annual Operating Budget as presented along with any approved modifications made at this hearing for the City of DeBary, Florida for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

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

**ADOPTED** this 4th day of September 2024.

**CITY COUNCIL**
**CITY OF DEBARY, FLORIDA**

**ATTEST:**

_____ _____

**Annette Hatch, CMC, City Clerk** **Karen Chasez, Mayor**

# City of DeBary

## Tentative Annual Operating Budget

October 1, 2024 – September 30, 2025





# CITY OF DEBARY

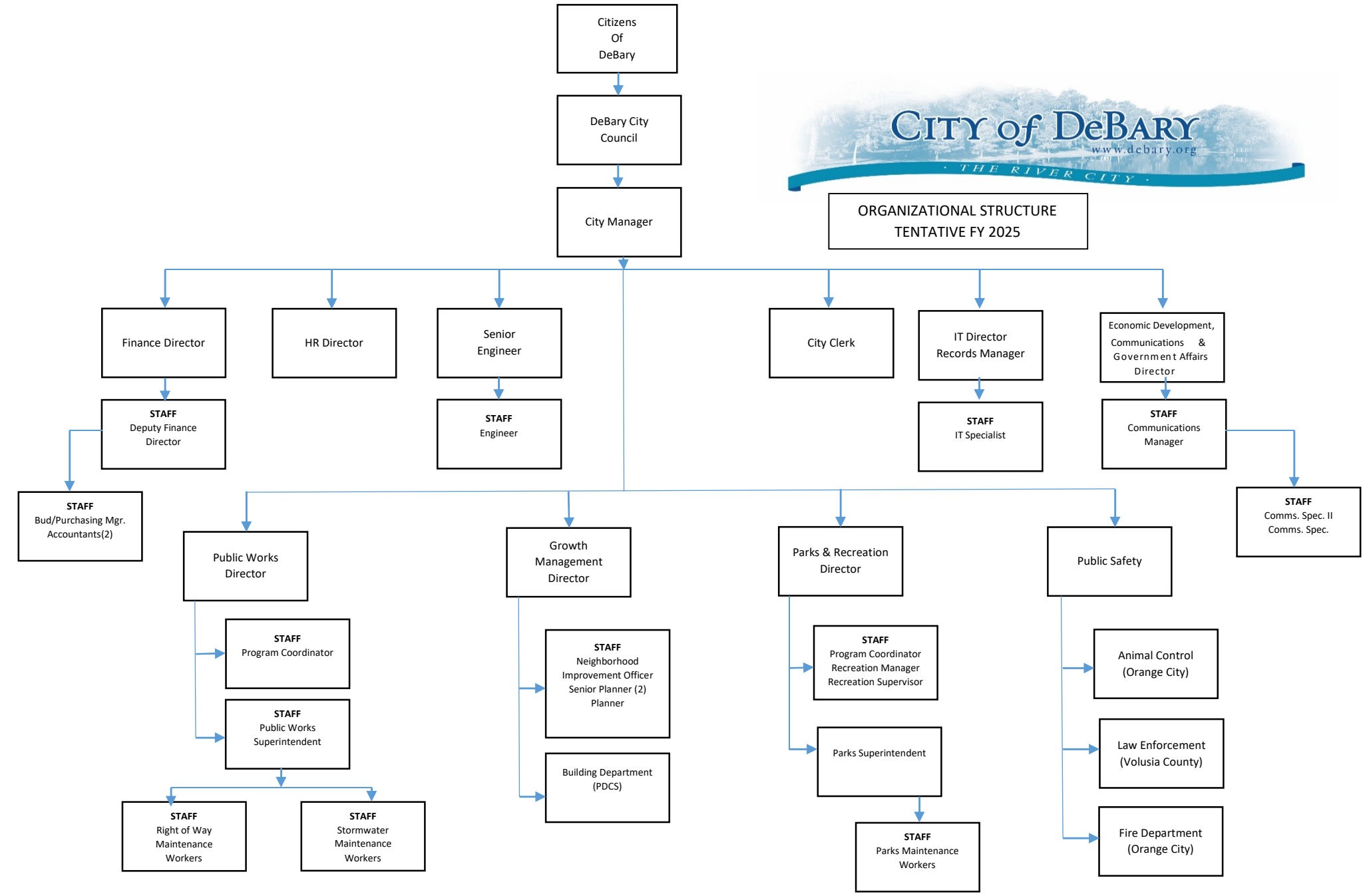
# TENTATIVE ANNUAL OPERATING BUDGET

# FOR FISCAL YEAR 2024-25

## CITY COUNCIL

| | |
|---|---|
| **KAREN CHASEZ** | **MAYOR** |
| **PHYLLIS BUTLIEN** | **VICE MAYOR** |
| **WILLIAM SELL** | **SEAT #1** |
| **JIM PAPPALARDO** | **SEAT #2** |
| **PATRICIA STEVENSON** | **SEAT #3** |

| | |
|---|---|
| **Carmen Rosamonda** | **City Manager** |
| **Elizabeth Bauer, CGFO** | **Finance Director** |


Citizens Of DeBary
DeBary City Council
City Manager
CITY of DeBARY
www.debary.org
THE RIVER CITY
ORGANIZATIONAL STRUCTURE
TENTATIVE FY 2025
Finance Director
HR Director
Senior Engineer
City Clerk
IT Director
Records Manager
Economic Development, Communications & Government Affairs Director
STAFF
Deputy Finance Director
STAFF
Engineer
STAFF
IT Specialist
STAFF
Communications Manager
STAFF
Bud/Purchasing Mgr.
Accountants(2)
STAFF
Comms. Spec. II
Comms. Spec.
Public Works Director
Growth Management Director
Parks & Recreation Director
Public Safety
STAFF
Program Coordinator
STAFF
Public Works Superintendent
STAFF
Neighborhood Improvement Officer
Senior Planner (2)
Planner
Building Department (PDCS)
STAFF
Program Coordinator
Recreation Manager
Recreation Supervisor
Parks Superintendent
STAFF
Parks Maintenance Workers
Animal Control (Orange City)
Law Enforcement (Volusia County)
Fire Department (Orange City)
STAFF
Right of Way Maintenance Workers
STAFF
Stormwater Maintenance Workers

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# City of DeBary
# Budget FY 2025
# Total Revenue - All Funds

| | FY 2025 Tentative | FY 2024 Adopted | FY 2023 Actual | Amount Change | Percent Change |
|---|---|---|---|---|---|
| **General Fund :** | | | | | |
| Taxes | $ 13,774,804 | $ 11,191,557 | $ 10,846,225 | $ 2,583,247 | 23.1% |
| Permits & Fees | 1,562,000 | 1,544,250 | 1,183,729 | 17,750 | 1.1% |
| Intergovernmental | 5,151,078 | 5,376,446 | 2,919,690 | (225,368) | -4.2% |
| Charges for Services | 267,000 | 272,200 | 312,417 | (5,200) | -1.9% |
| Fines & Forfeitures | 30,000 | 17,000 | 119,307 | 13,000 | 76.5% |
| Miscellaneous | 383,819 | 317,700 | 2,077,494 | 66,119 | 20.8% |
| Transfers In | 605,000 | 637,315 | 666,178 | (32,315) | -5.1% |
| Debt/Loan Proceeds | - | - | - | - | 0.0% |
| Subtotal | 21,773,701 | 19,356,468 | 18,125,040 | 2,417,233 | 12.5% |
| Balance Forward | 12,951,873 | 11,740,616 | - | 1,211,257 | 10.3% |
| **General Fund Total** | **34,725,574** | **31,097,084** | **18,125,040** | **3,628,490** | **11.7%** |
| | | | | | |
| **SPECIAL REVENUE FUNDS:** | | | | | |
| Solid Waste Fund - 101 | 2,315,000 | 2,165,000 | 2,111,079 | 150,000 | 6.9% |
| Streetlighting District Fund - 105 | 531,900 | 527,230 | 521,301 | 4,670 | 0.9% |
| Orlandia Heights NI District - 115 | 112,575 | 112,575 | 114,047 | - | 0.0% |
| Stormwater Assessment - 120 | 2,210,000 | 1,810,000 | 1,893,606 | 400,000 | 22.1% |
| Tree Preservation - 121 | - | - | 7,000 | - | 0.0% |
| Franchise Fee Fund - 125 | 820,000 | 820,000 | 1,212,778 | - | 0.0% |
| New Local Option Gas Tax - 126 | 297,755 | 235,293 | 251,818 | 62,462 | 26.5% |
| Southwest Sector Mobility Fee Trust | 300,050 | 200,050 | 420,551 | 100,000 | 0.0% |
| Parks Benefit Impact Fee - 128 | 100,000 | 100,000 | 142,697 | - | 0.0% |
| Public Bldg Bene Imp Fee - 129 | 50,000 | 50,000 | 53,684 | - | 0.0% |
| Economic Opportunity Fund - 130 | 32,000 | 53,331 | 49,640 | (21,331) | -40.0% |
| Subtotal | 6,769,280 | 6,073,479 | 6,778,201 | 695,801 | 11.5% |
| Balance Forward - All SRF | 3,706,319 | 6,078,580 | - | (2,372,261) | -39.0% |
| **Spec Rev Fund Total** | **10,475,599** | **12,152,059** | **6,778,201** | **(1,676,460)** | **-13.8%** |
| **DEBT SERVICE FUND:** | | | | | |
| Ft Fl Water Main - 210 | - | - | - | - | 0.0% |
| Balance Forward | - | - | - | - | 0.0% |
| Fire Station - 211 | - | - | 50,478 | - | 0.0% |
| Balance Forward | - | - | - | - | 0.0% |
| **Debt Service Total** | **-** | **-** | **50,478** | **-** | **0.0%** |
| **CAPITAL PROJECTS FUND:** | | | | | |
| ARPA Capital Projects - 300 | - | - | 670,687 | - | 0.0% |
| FT FL RD Bridge - 310 | 900,000 | 2,000,000 | - | (1,100,000) | 0.0% |
| Fire Station - 311 | 1,000,000 | 5,150,000 | - | (4,150,000) | 0.0% |
| FT FL RD Improvement - 312 | - | 2,500,000 | - | (2,500,000) | 0.0% |
| Balance Forward | 5,592,252 | 2,800,000 | - | 2,792,252 | 99.7% |
| **Capital Projects Total** | **7,492,252** | **12,450,000** | **670,687** | **(4,957,748)** | **-39.8%** |
| **TOTAL REVENUES** | **$ 52,693,425** | **$ 55,699,143** | **$ 25,624,406** | **$ (3,005,718)** | **-5.4%** |

# City of DeBary
# Budget FY 2025
# Total Expenditures- All Funds

| | FY 2025 Tentative | FY 2024 Adopted | FY 2023 Actual | Amount Change | Percent Change |
|---|---|---|---|---|---|
| **General Fund :** | | | | | |
| City Council - 1100 | $ 186,761 | $ 225,023 | $ 127,658 | $ (38,262) | -17.0% |
| City Manager - 1200 | 1,073,633 | 1,023,975 | 805,240 | 49,658 | 4.8% |
| Finance - 1300 | 642,990 | 550,099 | 482,856 | 92,891 | 16.9% |
| Legal Services - 1400 | 451,500 | 351,500 | 312,827 | 100,000 | 28.4% |
| General Government - 1900 | 501,261 | 475,556 | 706,808 | 25,705 | 5.4% |
| Information Technology - 1910 | 460,475 | 403,850 | 363,329 | 56,625 | 14.0% |
| Law Enforcement - 2100 | 4,398,703 | 4,003,525 | 3,974,758 | 395,178 | 9.9% |
| Fire Services - 2200 | 3,508,748 | 2,396,076 | 2,279,821 | 1,112,672 | 46.4% |
| Development Sv - 1500,2401,2,3 | 2,171,731 | 2,071,324 | 1,747,055 | 100,407 | 4.8% |
| Engineering - 1510 | 243,051 | 245,346 | 110,441 | (2,295) | 0.0% |
| Safety & Training - 2500 | - | - | 903,987 | - | 0.0% |
| Public Works - 4100 | 1,494,024 | 1,278,949 | 1,117,734 | 215,075 | 16.8% |
| Health Services - 6200 | 102,000 | 102,000 | 79,080 | - | 0.0% |
| Parks & Recreation - 7201,2,3,4 | 6,663,824 | 6,710,463 | 2,593,967 | (46,639) | -0.7% |
| Capital Imp Budget - 9000 | - | - | - | - | 0.0% |
| Transfers Out - 9002 | 1,350,000 | 1,990,000 | 50,478 | (640,000) | -32.2% |
| Subtotal | 23,248,701 | 21,827,686 | 15,656,042 | 1,421,015 | 6.5% |
| Reserves | 11,476,873 | 9,269,398 | - | 2,207,475 | 23.8% |
| **General Fund Total** | **34,725,574** | **31,097,084** | **15,656,042** | **3,628,490** | **11.7%** |
| | | | | | |
| **SPECIAL REVENUE FUNDS:** | | | | | |
| Solid Waste Fund - 101 | 2,315,000 | 2,150,000 | 1,997,352 | 165,000 | 7.7% |
| Streetlighting District Fund - 105 | 538,214 | 538,042 | 473,599 | 172 | 0.0% |
| Orlandia Heights NI District - 115 | 112,575 | 112,575 | 125,409 | - | 0.0% |
| Stormwater Assessment - 120 | 2,179,736 | 2,771,831 | 1,627,902 | (592,095) | -21.4% |
| Tree Preservation - 121 | 15,000 | 15,000 | 3,450 | - | 0.0% |
| Franchise Fee Fund - 125 | 964,000 | 1,692,815 | 928,547 | (728,815) | -43.1% |
| New Local Option Gas Tax - 126 | 447,755 | 760,000 | - | (312,245) | -41.1% |
| Southwest Sector Mobility Fee Trust | 500,000 | 700,000 | 65,905 | (200,000) | 0.0% |
| Parks Benefit Impact Fee - 128 | 250,000 | 200,000 | 120,596 | 50,000 | 0.0% |
| Public Bldg Bene Imp Fee - 129 | 100,000 | 150,000 | - | (50,000) | 0.0% |
| Economic Opportunity Fund - 130 | 65,000 | 68,500 | 6,859 | (3,500) | -5.1% |
| Subtotal | 7,487,280 | 9,158,763 | 5,349,618 | (1,671,483) | -18.3% |
| Reserves - All SRF | 2,988,319 | 2,993,296 | - | (4,977) | -0.2% |
| **Spec Rev Fund Total** | **10,475,599** | **12,152,059** | **5,349,618** | **(1,676,460)** | **-13.8%** |
| **DEBT SERVICE FUND:** | | | | | |
| Ft Fl Water Main - 210 | - | - | 25,702 | - | 0.0% |
| Unapproriated | - | - | - | - | 0.0% |
| Fire Station - 211 | - | - | 300,444 | - | 0.0% |
| Reserves | - | - | - | - | 0.0% |
| **Debt Service Total** | **-** | **-** | **326,145** | **-** | **0.0%** |
| **CAPITAL PROJECTS FUND:** | | | | | |
| ARPA Capital Projects - 300 | 192,252 | 2,800,000 | 5,175,794 | (2,607,748) | -93.1% |
| FT FL RD Bridge - 310 | 1,800,000 | 2,000,000 | - | (200,000) | 0.0% |
| Fire Station - 311 | 5,000,000 | 5,150,000 | - | (150,000) | 0.0% |
| FT FL RD Improvement - 312 | 500,000 | 2,500,000 | 21,079 | (2,000,000) | -80.0% |
| Reserves - All Capital | - | - | 6,163 | - | 0.0% |
| **Capital Projects Total** | **7,492,252** | **12,450,000** | **5,203,036** | **(4,957,748)** | **-39.8%** |
| **TOTAL EXPENDITURES** | **$ 52,693,425** | **$ 55,699,143** | **$ 26,534,841** | **$ (3,005,718)** | **-5.4%** |

# GENERAL FUND - REVENUES

| General Fund : | FY25 Tentative | FY24 Adopted | FY23 Actual | Percent Change |
|---|---|---|---|---|
| | | | | |
| Taxes | 13,774,804 | 11,191,557 | 10,846,225 | 23.08% |
| | | | | |
| Permits & Fees | 1,562,000 | 1,544,250 | 1,183,729 | 1.15% |
| | | | | |
| Intergovernmental | 5,151,078 | 5,376,446 | 2,919,690 | -4.19% |
| | | | | |
| Charges for Services | 267,000 | 272,200 | 312,417 | -1.91% |
| | | | | |
| Fines & Forfeitures | 30,000 | 17,000 | 119,307 | 76.47% |
| | | | | |
| Miscellaneous | 383,819 | 317,700 | 2,077,494 | 20.81% |
| | | | | |
| Transfers In | 605,000 | 637,315 | 666,178 | -5.07% |
| | | | | |
| Debt/Loan Proceeds | 0 | 0 | 0 | 0.00% |
| | | | | |
| Subtotal | 21,773,701 | 19,356,468 | 18,125,040 | 12.49% |
| | | | | |
| Carry Forward | 12,951,873 | 11,740,616 | 0 | 10.32% |
| | | | | |
| **Total General Fund** | **34,725,574** | **31,097,084** | **18,125,040** | **11.67%** |

# GENERAL FUND - EXPENDITURES

| General Fund : | FY25 Tentative | FY24 Adopted | FY23 Actual | Percent Change |
|---|---|---|---|---|
| City Council - 1100 | 186,761 | 225,023 | 127,658 | -17.00% |
| City Manager - 1200 | 1,073,633 | 1,023,975 | 805,240 | 4.85% |
| Finance - 1300 | 642,990 | 550,099 | 482,856 | 16.89% |
| Legal Services - 1400 | 451,500 | 351,500 | 312,827 | 28.45% |
| General Government - 1900 | 501,261 | 475,556 | 706,808 | 5.41% |
| Information Technology - 1910 | 460,475 | 403,850 | 363,329 | 14.02% |
| Law Enforcement - 2100 | 4,398,703 | 4,003,525 | 3,974,758 | 9.87% |
| Fire Services - 2200 | 3,508,748 | 2,396,076 | 2,279,821 | 46.44% |
| Development Sv - 1500,2401,2,3 | 2,171,731 | 2,071,324 | 1,747,055 | 4.85% |
| Engineering - 1510 | 243,051 | 245,346 | 110,441 | 0.00% |
| Safety & Training - 2500 | 0 | 0 | 903,987 | 0.00% |
| Public Works - 4100 | 1,494,024 | 1,278,949 | 1,117,734 | 16.82% |
| Health Services - 6200 | 102,000 | 102,000 | 79,080 | 0.00% |
| Parks & Recreation - 7201,2,3,4 | 6,663,824 | 6,710,463 | 2,593,967 | -0.70% |
| Transfers Out - 9002 | 1,350,000 | 1,990,000 | 50,478 | -32.16% |
| Subtotal | 23,248,701 | 21,827,686 | 15,656,042 | 6.51% |
| Reserves | 11,476,873 | 9,269,398 | 0 | 23.81% |
| **Total General Fund** | **34,725,574** | **31,097,084** | **15,656,042** | 11.67% |

# Fund 001 - General Fund - Revenues
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-3100-000-0000 | **TAXES:** | | | |
| 001-3100-311-1000 | Current Ad Valorem Taxes | 10,650,000 | 8,200,000 | 7,445,996 |
| 001-3100-311-2000 | Delinquent Ad Valorem Taxes | 10,000 | 10,000 | 71,885 |
| 001-3100-312-4100 | Local Option Gas Tax | 405,402 | 345,718 | 349,842 |
| 001-3100-314-1000 | Utility Tax - Electric | 1,930,108 | 1,900,000 | 2,212,233 |
| 001-3100-314-8000 | Utility Tax - Propane Gas | 75,000 | 60,000 | 99,708 |
| 001-3100-315-0000 | Communications Services Tax | 704,294 | 675,839 | 666,560 |
| | Total Taxes | 13,774,804 | 11,191,557 | 10,846,225 |
| 001-3200-000-0000 | **PERMITS & FEES:** | | | |
| 001-3200-322-0000 | Building Permits | 1,500,000 | 1,500,000 | 1,131,986 |
| 001-3200-329-1200 | Fire Inspection Fees | 20,000 | 9,000 | 11,078 |
| 001-3200-329-1300 | Fire Inspection Fees BTR | 20,000 | 9,000 | 9,841 |
| 001-3200-329-1500 | Driveway, Sign, and Use Permits | - | - | 275 |
| 001-3200-329-1510 | Planning & Zoning Review Fees | 20,000 | 20,000 | 14,000 |
| 001-3200-329-1520 | Other Permit Inspections | - | - | 8,500 |
| 001-3200-329-5000 | Golf Cart Permits | 2,000 | 6,250 | 8,050 |
| | Total Permits & Fees | 1,562,000 | 1,544,250 | 1,183,729 |
| 001-3300-000-0000 | **INTERGOVERNMENTAL REVENUE:** | | | |
| 001-3300-331-5010 | Grant - Federal - FEMA | - | - | 17,159 |
| 001-3300-331-7000 | Grant Income - CDBG | 79,204 | 60,259 | 41,548 |
| 001-3300-331-7001 | Grant Income - CDBG II | - | - | 26,639 |
| 001-3300-331-7010 | Grant - ECHO - Alexander Island | 2,500,000 | 2,500,000 | - |
| 001-3300-331-7010 | Grant - ECHO - Dog Park | - | 15,000 | - |
| 001-3300-331-7011 | Grant - ECHO - Pickle ball Courts | - | - | 60,000 |
| 001-3300-334-1000 | Grant - State - General Gov't | - | - | 69,869 |
| 001-3300-334-1010 | Grant - State - DEO | - | - | 75,000 |
| 001-3300-334-4900 | Grant - State - Other Transportation | - | 225,000 | 1,366 |
| 001-3300-334-5000 | Grant - State - FEMA | - | - | 2,842 |
| 001-3300-334-7000 | Grant - State - Culture/Recreation | - | - | |
| 001-3300-335-1200 | State Revenue Sharing | 955,801 | 935,695 | 993,239 |
| 001-3300-335-1400 | Mobile Home Licenses | 16,000 | 16,000 | 16,036 |
| 001-3300-335-1500 | Beverage Licenses | 8,000 | 6,606 | 8,843 |
| 001-3300-335-1800 | Half Cent Sales Taxes | 1,592,073 | 1,617,886 | 1,607,149 |
| | Total Intergovernmental | 5,151,078 | 5,376,446 | 2,919,690 |
| 001-3400-000-0000 | **CHARGES FOR SERVICES:** | | | |
| 001-3400-341-9200 | Planning Development Fees | 50,000 | 50,000 | 42,202 |
| 001-3400-341-9210 | Planning - Permit Fees | - | 5,000 | 1,700 |
| 001-3400-344-9000 | Svc Chrgs-Other Transptn. Charges - FDOT | 43,000 | 43,000 | 65,069 |
| 001-3400-346-4000 | Animal Control Fees | 300 | 500 | 242 |
| 001-3400-347-2000 | Recreation Fees | 80,000 | 80,000 | 108,370 |
| 001-3400-347-2100 | Summer Camp Fees | 82,200 | 82,200 | 74,400 |
| 001-3400-347-2200 | Pavilion/Field/Hall Rentals | 11,000 | 11,000 | 20,435 |
| 001-3400-347-4000 | Special Events Fees | 500 | 500 | - |
| | Total Charges for Services | 267,000 | 272,200 | 312,417 |

# Fund 001 - General Fund - Revenues
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-3500-000-0000 | **FINES & FORFEITURES:** | | | |
| 001-3500-351-1000 | Court Fines & Forfeitures | 10,000 | 5,000 | 23,829 |
| 001-3500-354-0000 | Code Enforcement Fines | 20,000 | 12,000 | 95,478 |
| | Total Fines & Forfeitures | 30,000 | 17,000 | 119,307 |
| 001-3600-000-0000 | **MISCELLANEOUS:** | | | |
| 001-3600-361-1000 | Interest Income | 275,629 | 220,000 | 669,214 |
| 001-3600-361-3000 | Net Inc/(Dec)in Fair Value of Investments | - | - | - |
| 001-3600-364-0000 | Sale of General Capital Assets | - | - | 1,221,219 |
| 001-3600-366-0000 | Donations | 5,000 | 5,000 | 63,661 |
| 001-3600-366-0001 | Donations - Babe Ruth | 10,000 | - | - |
| 001-3600-369-9000 | Miscellaneous Income | 20,000 | 20,000 | 45,001 |
| 001-3600-369-9025 | Lien Search Fees/PIO Requests | 20,000 | 20,000 | 27,076 |
| 001-3600-369-9040 | Contract Oversight | 53,190 | 52,700 | 51,323 |
| | Total Miscellaneous | 383,819 | 317,700 | 2,077,494 |
| 001-3800-000-0000 | **OTHER SOURCES:** | | | |
| 001-3800-381-0210 | Transfer from Ft FL Rd Debt Svc | - | - | 493 |
| 001-3800-381-0125 | Transfer from Franchise Fee Fund | 600,000 | 628,815 | 652,664 |
| 001-3800-381-0130 | Transfer from Economic Opportunity Fund | 5,000 | 8,500 | 6,859 |
| 001-3800-381-0312 | Transfer from FT FL RD Improvement Fund | - | - | 6,163 |
| | Total Other Sources | 605,000 | 637,315 | 666,178 |
| 001-3800-389-9000 | Prior Year Carry Forward - Unassigned | 9,526,873 | 9,161,222 | - |
| 001-3800-389-9001 | Prior Year Carry Forward - Assigned | 3,375,000 | 2,471,218 | - |
| 001-3800-389-9002 | Prior Year Carry Forward - Committed | - | - | - |
| 001-3800-389-9003 | Prior Year Carry Forward - Restricted | 50,000 | 107,251 | - |
| 001-3800-389-9004 | Prior Year Carry Forward - Non Spendable | - | 925 | - |
| | Total Prior Year Carry Forward | 12,951,873 | 11,740,616 | - |
| | Total Revenues | 34,725,574 | 31,097,084 | 18,125,040 |
| | Total Expenditures | 34,725,574 | 31,097,084 | 15,656,042 |
| | Revenue Over/(Under) Expenditures | - | - | 2,468,998 |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1100-511-0000 | **CITY COUNCIL (1100):** | | | |
| 001-1100-511-1000 | **PERSONNEL COSTS:** | | | |
| 001-1100-511-1100 | City Council - Executive Salaries | 48,748 | 47,145 | 44,267 |
| 001-1100-511-2100 | City Council - FICA & Medicare | 3,729 | 3,607 | 3,387 |
| 001-1100-511-2400 | City Council - Worker's Compensation | 84 | 71 | 82 |
| 001-1100-511-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-1100-511-3100 | City Council - Professional Services | - | - | - |
| 001-1100-511-4000 | City Council - Travel, Lodging etc | 8,000 | 8,000 | 556 |
| 001-1100-511-4100 | City Council - Communications, Telephone | 7,000 | 7,000 | 2,418 |
| 001-1100-511-4200 | City Council - Postage and Freight | 14,000 | 14,000 | 6,519 |
| 001-1100-511-4430 | City Council - Equipment Rentals | 1,000 | 1,000 | - |
| 001-1100-511-4700 | City Council - Printing & Binding | 25,000 | 25,000 | 9,974 |
| 001-1100-511-4800 | City Council - Promotional Activities/Ad | 10,000 | 10,000 | 865 |
| 001-1100-511-4900 | City Council - Other Current Charges | - | - | 220 |
| 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 | 7,200 | 37,200 | 16,511 |
| 001-1100-511-5400 | City Council - Pubs., Subs., & Memberships | 23,700 | 23,700 | 18,058 |
| 001-1100-511-5500 | City Council - Training | 4,000 | 4,000 | 1,301 |
| 001-1100-511-5600 | City Council - Contingency | 8,500 | 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 | 23,500 |
| | **Total City Council** | 186,761 | 225,023 | 127,658 |

# 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 | Attendance 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 | |
| | | |
| **Total** | **$ 7,200** | |

# 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 | |
| | | |
| **Total** | **$ 8,500** | |

-82

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

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1200-512-0000 | **CITY MANAGER (1200):** | | | |
| 001-1200-512-1000 | **PERSONNEL COSTS:** | | | |
| 001-1200-512-1200 | City Manager - Salaries and Wages | 676,846 | 639,447 | 521,402 |
| 001-1200-512-1400 | City Manager - Overtime | - | - | 1,200 |
| 001-1200-512-1500 | City Manager - Special Pay | - | - | - |
| 001-1200-512-1600 | City Manager - Compensated Personal Leave | - | - | 45,804 |
| 001-1200-512-2100 | City Manager - FICA | 51,779 | 48,918 | 41,370 |
| 001-1200-512-2200 | City Manager - Retirement | 67,685 | 63,945 | 56,841 |
| 001-1200-512-2301 | City Manager - Life & Health Insurance | 105,245 | 99,796 | 65,943 |
| 001-1200-512-2400 | City Manager - Workers Compensation | 1,168 | 959 | 1,028 |
| 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 | 99,600 | 34,274 |
| 001-1200-512-3700 | City Manager - Election Expense | 10,000 | 10,000 | - |
| 001-1200-512-4000 | City Manager - Travel and Per Diem | 15,000 | 15,000 | 10,580 |
| 001-1200-512-4100 | City Manager - Communications, Telephone | 2,160 | 2,160 | 1,547 |
| 001-1200-512-4660 | City Manager - Repairs & Maint Equipment | - | - | - |
| 001-1200-512-4700 | City Manager - Printing and Binding | 20,000 | 20,000 | 3,647 |
| 001-1200-512-4910 | City Manager - Legal Advertising | 5,000 | 5,000 | 2,691 |
| 001-1200-512-4920 | City Manager - Recording Fees | 150 | 150 | 53 |
| 001-1200-512-5100 | City Manager - Office Supplies | - | - | - |
| 001-1200-512-5200 | City Manager - Operating Supplies | 7,500 | 7,500 | 9,825 |
| 001-1200-512-5400 | City Manager - Pubs, Subs & Memberships | 4,000 | 4,000 | 3,635 |
| 001-1200-512-5500 | City Manager - Training | 7,500 | 7,500 | 5,403 |
| 001-1200-512-6000 | **CAPITAL OUTLAYS:** | | | |
| 001-1200-512-6400 | City Manager - Machinery and Equipment | - | - | - |
| | **Total City Manager** | 1,073,633 | 1,023,975 | 805,240 |

# 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. Directror |
| IIMC , FACC | 300 | City Clerk |
| 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 |
| FCCMA 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 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1300-513-0000 | **FINANCE DEPARTMENT (1300):** | | | |
| 001-1300-513-1000 | **PERSONNEL COSTS:** | | | |
| 001-1300-513-1200 | Finance - Salaries and Wages | 414,599 | 341,137 | 281,748 |
| 001-1300-513-1400 | Finance - Overtime | - | - | - |
| 001-1300-513-1600 | Finance - Compensated Personal Leave | - | - | 26,998 |
| 001-1300-513-2100 | Finance - FICA | 31,717 | 26,097 | 21,835 |
| 001-1300-513-2200 | Finance - Retirement | 36,822 | 34,114 | 30,875 |
| 001-1300-513-2301 | Finance - Life & Health Insurance | 62,587 | 59,039 | 46,988 |
| 001-1300-513-2400 | Finance - Workers Compensation | 715 | 512 | 554 |
| 001-1300-513-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-1300-513-3200 | Finance - Accounting and Audit Fees | 33,550 | 32,700 | 31,380 |
| 001-1300-513-3400 | Finance - Contract Services | 42,000 | 38,000 | 32,500 |
| 001-1300-513-4000 | Finance - Travel and Per Diem | 5,000 | 5,000 | 2,620 |
| 001-1300-513-5200 | Finance - Operating Supplies | 10,000 | 7,500 | 5,734 |
| 001-1300-513-5400 | Finance - Pubs., Subs. & Memberships | 1,000 | 1,000 | 425 |
| 001-1300-513-5500 | Finance - Training | 5,000 | 5,000 | 1,200 |
| 001-1300-513-6000 | **CAPITAL OUTLAYS:** | | | |
| 001-1300-513-6400 | Finance - Machinery and Equipment | - | - | - |
| | **Total Finance** | 642,990 | 550,099 | 482,856 |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Finance** **1300**

-32

| Accounting and Auditing | Cost | Explanation |
|---|---|---|
| | | |
| Audit Services | $ 32,550 | Independent Certified Public Accounting Firm |
| GFOA Review | 1,000 | |
| | | |
| | | |
| **Total** | **$ 33,550** | |

-34

| Contract Services | Cost | Explanation |
|---|---|---|
| | | |
| Payroll Processing | $ 15,000 | Paychex , W-2s |
| Time & Attendence | 5,000 | |
| Public Financial Management | 6,000 | Debt financing structure/services |
| Non ad valorem assessment rolls | 12,000 | Stormwater, streetlighting, solid waste, etc |
| Actuary - OPEB requirement | 4,000 | Other post employment benefits |
| | | |
| **Total** | **$ 42,000** | |

-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** | |

-52

| Operating Supplies | Cost | Explanation |
|---|---|---|
| | | |
| Accounting Processing Supplies | $ 500 | Checks, Deposit slips, Form 1099 |
| Maintenance Software | 8,500 | Annual Maintenance of Accounting Software |
| Other Operating Supplies | 1,000 | Other operating supplies |
| | | |
| **Total** | **$ 10,000** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Finance** **1300**

-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 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1400-514-0000 | **LEGAL (1400):** | | | |
| 001-1400-514-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-1400-514-3101 | Legal - Legal Fees | 450,000 | 350,000 | 312,827 |
| 001-1400-514-3400 | Legal - Other Contracted Services | 1,500 | 1,500 | - |
| 001-1400-514-4900 | Legal - Other Current Charge | - | - | - |
| | **Total Legal** | 451,500 | 351,500 | 312,827 |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Legal Services** **1400**

-31

| Professional Services | Cost | Explanation |
|---|---|---|
| | | |
| Legal Services - General | $ 450,000 | Retainer for Council Mtgs, legal opinions, document |
| | | review and other legal services |
| | | |
| | | |
| **Total** | **$ 450,000** | |

-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 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1510-515-0000 | **ENGINEERING:** | | | |
| 001-1510-515-1000 | **PERSONNEL COSTS:** | | | |
| 001-1510-515-1200 | Engineering - Salaries & Wages | 159,179 | 176,918 | 85,858 |
| 001-1510-515-1400 | Engineering - Overtime | - | - | - |
| 001-1510-515-1600 | Engineering - Compensated Personal Le | - | - | 2,471 |
| 001-1510-515-2100 | Engineering - FICA & Medicare | 12,177 | 13,534 | 6,260 |
| 001-1510-515-2200 | Engineering - Retirement | 15,918 | 17,692 | 8,833 |
| 001-1510-515-2301 | Engineering - Life & Health Insurance | 24,502 | 23,437 | 5,323 |
| 001-1510-515-2400 | Engineering - Workers Compensation | 275 | 265 | - |
| 001-1510-515-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-1510-515-3100 | Engineering - Professional Services | - | - | - |
| 001-1510-515-3400 | Engineering - Contract Services | 15,000 | 5,000 | - |
| 001-1510-515-3445 | Engineering - Graphic/Mapping Service | - | - | - |
| 001-1510-515-4000 | Engineering - Travel and Per Diem | 5,000 | 2,500 | - |
| 001-1510-515-4100 | Engineering - Communications (Telephone) | - | - | - |
| 001-1510-515-4200 | Engineering - Postage & Freight | - | - | 34 |
| 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 | 5,000 | 2,500 | 1,633 |
| 001-1510-515-5400 | Engineering - Pubs, Subs, and Members | 1,000 | 1,000 | - |
| 001-1510-515-5500 | Engineering - Training | 5,000 | 2,500 | 30 |
| 001-1510-515-6000 | **CAPITAL OUTLAYS:** | | | |
| 001-1510-515-6400 | Engineering - Machinery and Equipment | - | - | - |
| | **Total Engineering** | 243,051 | 245,346 | 110,441 |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Engineering** **1510**

-34

| Contract Services | Cost | Explanation |
|---|---|---|
| | | |
| Contract Services as Needed | $ 15,000 | |
| | | |
| **Total** | **$ 15,000** | |

-40

| Travel and Per Diem | Cost | Explanation |
|---|---|---|
| | | |
| Conference/Seminar Travel and Mileage | $ 5,000 | |
| | | |
| **Total** | **$ 5,000** | |

-52

| Operating Supplies | Cost | Explanation |
|---|---|---|
| | | |
| Operating Supplies | $ 5,000 | |
| | | |
| **Total** | **$ 5,000** | |

-54

| Memberships & Publications | Cost | Explanation |
|---|---|---|
| | | |
| Annual Memberships | $ 1,000 | |
| | | |
| **Total** | **$ 1,000** | |

-55

| Training | Cost | Explanation |
|---|---|---|
| | | |
| Training / Continuing Education | $ 5,000 | |
| | | |
| **Total** | **$ 5,000** | |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1900-519-0000 | **GENERAL GOVERNMENT (1900):** | | | |
| 001-1900-519-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-1900-519-3100 | Gen Govt - Professional Service Fees | 5,000 | 5,000 | 6,350 |
| 001-1900-519-3400 | Gen Govt - Contract Services | 25,000 | 25,000 | 18,480 |
| 001-1900-519-4000 | Gen Govt - Travel and Per Diem | - | - | - |
| 001-1900-519-4100 | Gen Govt - Communications, Telephone | 11,000 | 11,000 | 8,690 |
| 001-1900-519-4200 | Gen Govt - Postage and Freight | 2,500 | 2,500 | 2,049 |
| 001-1900-519-4300 | Gen Govt - Utility Services | 40,000 | 40,000 | 36,363 |
| 001-1900-519-4430 | Gen Govt - Equipment Rentals | - | - | - |
| 001-1900-519-4500 | Gen Govt - Insurance | 287,261 | 276,556 | 195,158 |
| 001-1900-519-4610 | Gen Govt - Maintenance - Bldgs & Grounds | 40,000 | 30,000 | 375,181 |
| 001-1900-519-4660 | Gen Govt - Maintenance - Equipment | 30,000 | 25,000 | 27,438 |
| 001-1900-519-4900 | Gen Govt - Other Current Charges | 2,500 | 2,500 | 5,844 |
| 001-1900-519-5100 | Gen Govt - Office Supplies | 10,000 | 10,000 | 8,444 |
| 001-1900-519-5200 | Gen Govt - Operating Supplies | 30,000 | 30,000 | 22,811 |
| 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:** | | | |
| 001-1900-519-6400 | Gen Gov't - Machinery and Equipment | 8,000 | 8,000 | - |
| | **Total General Government** | 501,261 | 475,556 | 706,808 |

# 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** | |

-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** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **General Government** **1900**

-45

| Insurance | Cost | Explanation |
|---|---|---|
| | | |
| Liability / Auto / Other | $ 287,261 | Preferred Governmental Insurance Trust (PGIT) |
| | | |
| **Total** | **$ 287,261** | |

-46

| Repair and Maintenance Services | Cost | Explanation |
|---|---|---|
| | | |
| Pest Control/Lawn and Shrub Treatments | $ 2,500 | Lawn $110 Qtrly; Shrubs $100 Qtrly, other pest |
| Landscape Improvements | 5,000 | |
| Misc. Plumbing, Electrical Work & Irrigation repairs | 32,000 | General Maintenance |
| Fire Extinguisher Maint. | 500 | Annual |
| Software & Office Equipment Maintenance | 30,000 | Computer, Copier, Printer Maint (4660) |
| | | |
| **Total** | **$ 70,000** | |

-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** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **General Government** **1900**

-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

| Capital - Equipment | Cost | Explanation |
|---|---|---|
| | | |
| Computer Replacements | $ 8,000 | |
| | | |
| **Total** | **$ 8,000** | |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1910-519-0000 | **INFORMATION TECHNOLOGY (IT):** | | | |
| 001-1910-519-1000 | **PERSONNEL COSTS:** | | | |
| 001-1910-519-1200 | IT - Salaries & Wages | 162,480 | 154,725 | 119,318 |
| 001-1910-519-1400 | IT - Overtime | - | - | 95 |
| 001-1910-519-1600 | IT - Compensated Personal Le | - | - | 8,674 |
| 001-1910-519-2100 | IT - FICA & Medicare | 12,430 | 11,836 | 8,702 |
| 001-1910-519-2200 | IT - Retirement | 16,248 | 15,473 | 10,085 |
| 001-1910-519-2301 | IT - Life & Health Insurance | 32,977 | 32,249 | 14,518 |
| 001-1910-519-2400 | IT - Workers Compensation | 280 | 232 | 222 |
| 001-1910-519-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-1910-519-3100 | IT - Professional Services | - | - | - |
| 001-1910-519-3400 | IT - Contract Services | 151,500 | 92,400 | 48,584 |
| 001-1910-519-4000 | IT - Travel and Per Diem | 11,600 | 5,200 | 3,726 |
| 001-1910-519-4100 | IT - Communications | 26,480 | 44,380 | 35,630 |
| 001-1910-519-4660 | IT - Equipment Maintenance | - | - | - |
| 001-1910-519-5100 | IT - Office Supplies | 1,000 | 1,000 | 1,553 |
| 001-1910-519-5200 | IT - Operating Supplies | 23,330 | 24,305 | 86,332 |
| 001-1910-519-5400 | IT - Pubs, Subs, and Members | 550 | 700 | 200 |
| 001-1910-519-5500 | IT - Training | 21,600 | 21,350 | 1,370 |
| 001-1910-519-6000 | **CAPITAL OUTLAYS:** | | | - |
| 001-1910-519-6400 | IT - Machinery & Equipment | - | - | 24,321 |
| | **Total IT** | 460,475 | 403,850 | 363,329 |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Information Technology** **1910**

-34

| Contract Services | Cost | Explanation |
|---|---|---|
| | | |
| Municode Internet Hosting | $ 3,000 | Online Charter and Ordinance System |
| Website Hosting Service (FY20 is ADA) | 20,000 | Municode Services - Approved 5-1-20 |
| Anti Virus/Spam/Email Arc | 4,000 | Annual Costs |
| Live Streams (Viemo) | 10,000 | 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 |
| Scanning /Storage of Records | 5,000 | Scan on Demand Documents |
| Misc. | 5,000 | Emerging Tech Issues |
| Renew SSL Cert. renew 2 yr. (odd) | 800 | DeBary.org name renewal |
| Intranet Services | 3,000 | Intranet for staff - pending |
| Exempt Information F.S. 119.0725 | 85,700 | Exempt Information F.S. 119.0725 |
| | | |
| **Total** | **$ 151,500** | |

-40

| Travel and Per Diem | Cost | Explanation |
|---|---|---|
| | | |
| Florida Records Mgmt Assoc | $ 1,200 | FRMA Mileage/Travel/Meals/Hotel |
| Florida Local Govt Information Systems Assoc | 6,000 | FLGISA Mileage/Travel/Meals/Hotel |
| Cert Gov Chief Info Officer | 1,200 | CGICO Mileage/Travel/Meals/Hotel |
| Misc. | 3,200 | Other Local Mileage/Travel/Meals/Hotel |
| | | |
| **Total** | **$ 11,600** | |

-41

| Communications | Cost | Explanation |
|---|---|---|
| | | |
| Cell Phone | $ 780 | Dept. Cell Phone Service |
| Internet Service - ATT Fiber 250 | 25,000 | Internet Service 500x500 Fiber |
| ZOOM | 300 | Video Conferencing Service |
| Phone Call Conferencing Service | 400 | Dial In Phone Number for Conferece Calling |
| | | |
| **Total** | **$ 26,480** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Information Technology** **1910**

-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 | 300 | Paxton Renewal for Access Control |
| Office Software License Reoccurring | 8,000 | Office Software License Reoccurring |
| Sharepoint Service Needed for Intranet | 2,500 | Sharepoint Service Needed for Intranet |
| Miscellaneous | 1,000 | Miscellaneous |
| Exempt Information F.S. 119.0725 | 1,500 | Exempt Information F.S. 119.0725 |
| | | |
| **Total** | **$ 23,330** | |

-54

| Memberships & Publications | Cost | Explanation |
|---|---|---|
| | | |
| Florida Records Management Assoc | $ 150 | FRMA - Membership |
| Florida Local Gov Information Systems Assoc | 400 | FLGISA - Membership |
| | | |
| **Total** | **$ 550** | |

-55

| Training | Cost | Explanation |
|---|---|---|
| | | |
| Florida Records Management Assoc | $ 400 | FRMA Registration Fees |
| Florida Local Govt Information Systems Assoc | 1,200 | FLGISA Registration Fees |
| Cert Gov Chief Info Officer | 3,000 | CGCIO Fees |
| Exempt Information F.S. 119.0725 | 2,000 | City Staff Training |
| Misc. | 15,000 | Misc. Training |
| | | |
| **Total** | **$ 21,600** | |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-2100-521-0000 | **LAW ENFORCEMENT SHERIFF (2100):** | | | |
| 001-2100-521-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-2100-521-3400 | Law - Contract Services | 4,319,703 | 3,944,525 | 3,944,525 |
| 001-2100-521-4300 | Law - Utility Services | 15,000 | 15,000 | 14,629 |
| 001-2100-521-4610 | Law - Maintenance - Bldgs and Grounds | 12,000 | 12,000 | 14,994 |
| 001-2100-521-4660 | Law - R&M - Equipment | 2,000 | 2,000 | 610 |
| 001-2100-521-5200 | Law - Operating Supplies | 40,000 | 30,000 | - |
| 001-2100-521-6200 | Law - Building | 10,000 | - | - |
| | **Total Law Enforcement** | 4,398,703 | 4,003,525 | 3,974,758 |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Law Enforcement** **2100**

-34

| Other Contractural Services | Cost | Explanation |
|---|---|---|
| | | |
| Volusia County | $ 4,319,703 | Volusia County Sheriff Services Contract |
| | | |
| **Total** | **$ 4,319,703** | |

-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 | 40,000 | |
| | | |
| **Total** | **$ 40,000** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Law Enforcement** **2100**

-62

| Buildings | Cost | Explanation |
|---|---|---|
| | | |
| Motorcycle Shed | 10,000 | |
| | | |
| **Total** | **$ 10,000** | |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-2200-522-0000 | **FIRE SERVICES (2200):** | | | |
| 001-2200-522-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-2200-522-3400 | Fire - Contract Services - Station 33 | 2,308,041 | 2,190,276 | 2,016,269 |
| 001-2200-522-3439 | Fire - Contract Services - Station 39 | 570,027 | - | - |
| 001-2200-522-4100 | Fire - Communications, Telephone | 2,500 | 2,500 | 581 |
| 001-2200-522-4300 | Fire - Utility Services | 40,000 | 25,000 | 21,075 |
| 001-2200-522-4610 | Fire - Maintenance - Bldgs and Grounds | 30,000 | 20,000 | 17,123 |
| 001-2200-522-4660 | Fire - Maintenance - Equipment | - | - | - |
| 001-2200-522-4900 | Fire - Other Current Charges and | 70,000 | 70,000 | 64,000 |
| 001-2200-522-5200 | Fire - Operating Supplies | 5,980 | 7,400 | 63,448 |
| 001-2200-522-6000 | **CAPITAL OUTLAYS:** | | | - |
| 001-2200-522-6100 | Fire - Land | - | - | - |
| 001-2200-522-6200 | Fire - Buildings | - | - | 82,574 |
| 001-2200-522-6400 | Fire - Machinery and Equipment | 482,200 | 80,900 | 14,751 |
| | **Total Fire Services** | 3,508,748 | 2,396,076 | 2,279,821 |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Fire Services** **2200**

-34

| Contract Services | Current Cost | Current Explanation |
|---|---|---|
| | | |
| Fire services #33 | $ 2,308,041 | Fire Services Contract with Orange City |
| Fire services #39 | 570,027 | Estimate for 8 Months |
| | | |
| **Total** | **$ 2,878,068** | |

-41

| Communications | Current Cost | Current Explanation |
|---|---|---|
| | | |
| Telephone Service | $ 2,500 | Internet and Phone Service |
| | | |
| **Total** | **$ 2,500** | |

-43

| Utility | Current Cost | Current Explanation |
|---|---|---|
| | | |
| Fire Station & Volunteer Fire Station Electric | $ 30,000 | |
| Volusia County Utilities Water and Sewer Service | 8,000 | |
| Fl Public Utilities | 2,000 | |
| | | |
| **Total** | **$ 40,000** | |

-46

| Repairs & Maintenance | Current Cost | Current Explanation |
|---|---|---|
| | | |
| Fire Station and Volunteer Fire Hall | $ 30,000 | Buildings, A/C & Grounds Maintenance |
| | | |
| **Total** | **$ 30,000** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Fire Services** **2200**

-49

| Other Current Charges | Current Cost | Current Explanation |
|---|---|---|
| | | |
| Fire Hydrant Maintenance | $ 70,000 | VC annunal fee for hydrant maintenance |
| | | |
| **Total** | **$ 70,000** | |

-52

| Operating Supplies | Current Cost | Current Explanation |
|---|---|---|
| | | |
| Operating Supplies | $ 5,980 | 2 Laptops - Replace |
| | | |
| **Total** | **$ 5,980** | |

-64

| Machinery & Equipment | Current Cost | Current Explanation |
|---|---|---|
| | | |
| Engine #39 Equipment | $ 300,000 | |
| Furnishings for Station #39 | 125,000 | |
| Cardiac Monitor - Replace | 57,200 | |
| | | |
| **Total** | **$ 482,200** | |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-1500-515-0000 | **PLANNING SCVS (1500/2403):** | | | |
| 001-1500-515-1000 | **PERSONNEL COSTS:** | | | |
| 001-1500-515-1200 | Planning Svcs - Salaries & Wages | 265,996 | 246,042 | 217,133 |
| 001-1500-515-1400 | Planning Svcs - Overtime | - | - | 44 |
| 001-1500-515-1600 | Planning Svcs - Compensated Personal Le | - | - | 13,527 |
| 001-1500-515-2100 | Planning Svcs - FICA & Medicare | 20,349 | 18,822 | 17,840 |
| 001-1500-515-2200 | Planning Svcs - Retirement | 26,600 | 24,604 | 22,223 |
| 001-1500-515-2301 | Planning Svcs - Life & Health Insurance | 47,626 | 45,634 | 23,781 |
| 001-1500-515-2400 | Planning Svcs - Workers Compensation | 459 | 369 | 432 |
| 001-1500-515-2500 | Planning Svcs - Unemployment Compensation | - | - | - |
| 001-1500-515-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-1500-515-3100 | Planning Svcs - Professional Services | 65,000 | 50,000 | 88,826 |
| 001-1500-515-3400 | Planning Svcs - Contract Services | 30,000 | 20,000 | 584 |
| 001-1500-515-3445 | Planning Svcs - Graphic/Mapping Service | 5,000 | 5,000 | - |
| 001-1500-515-4000 | Planning Svcs - Travel and Per Diem | 10,000 | 7,500 | 1,527 |
| 001-1500-515-4100 | Planning Svcs - Communications | 1,500 | 1,000 | 806 |
| 001-1500-515-4200 | Planning Svcs - Postage & Freight | 2,200 | 2,000 | - |
| 001-1500-515-4660 | Planning Svcs - Equipment Maintenance | 5,000 | 1,100 | - |
| 001-1500-515-4700 | Planning Svcs - Printing and Binding | 500 | 500 | 711 |
| 001-1500-515-4900 | Planning Svcs - Other Current Charges | - | - | - |
| 001-1500-515-4910 | Planning Svcs - Legal Advertising | 12,000 | 8,000 | 4,571 |
| 001-1500-515-5100 | Planning Svcs - Office Supplies | 2,000 | 2,000 | 409 |
| 001-1500-515-5200 | Planning Svcs - Operating Supplies | 53,550 | 47,750 | 47,281 |
| 001-1500-515-5400 | Planning Svcs - Pubs, Subs, and Members | 4,650 | 2,500 | 1,665 |
| 001-1500-515-5500 | Planning Svcs - Training | 16,750 | 12,500 | 10,971 |
| 001-1500-515-6000 | **CAPITAL OUTLAYS:** | | | |
| 001-1500-515-6400 | Planning - Machinery and Equipment | - | - | - |
| | **Total Planning Svcs** | 569,180 | 495,321 | 452,329 |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-2401-524-0000 | **BUILDING PERMITTING & INSPECTION (2401):** | | | |
| 001-2401-524-1000 | **PERSONNEL COSTS:** | | | |
| 001-2401-524-1200 | Building - Salaries & Wages | - | - | 27,876 |
| 001-2401-524-1600 | Building - Compensated Personal Le | - | - | 1,662 |
| 001-2401-524-2100 | Building - FICA & Medicare | - | - | 2,260 |
| 001-2401-524-2200 | Building - Retirement | - | - | 3,185 |
| 001-2401-524-2301 | Building - Life & Health Insurance | - | - | 5,485 |
| 001-2401-524-2400 | Building - Workers Compensation | - | - | 87 |
| 001-2401-524-3000 | **OPERATING EXPENDTURES:** | | | - |
| 001-2401-524-3110 | Building - Prof. Svc. - Bldg. Dept Serv | 1,200,000 | 1,200,000 | 905,809 |
| 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 | 50,000 | 70,000 | 35,236 |
| 001-2401-524-4100 | Building - Communications, Telephone | 5,500 | 5,000 | 3,215 |
| 001-2401-524-4300 | Building - Utility Services | 1,200 | 1,100 | 1,155 |
| 001-2401-524-4400 | Building - Rentals | 6,600 | 6,000 | 5,298 |
| 001-2401-524-4660 | Building - Maintenance - Equipment/Comp | 3,300 | 3,000 | - |
| 001-2401-524-4700 | Building - Printing and Binding | 500 | 500 | 304 |
| 001-2401-524-4900 | Building - Other | | | 2,700 |
| 001-2401-524-5100 | Building - Office Supplies | 1,650 | 1,500 | 1,306 |
| 001-2401-524-5200 | Building - Operating Supplies | 60,000 | 60,000 | 73,148 |
| 001-2401-522-6000 | **CAPITAL OUTLAYS:** | | | |
| 001-2401-524-6400 | Building - Machinery & Equipment | - | - | - |
| | **Total Building Permitting & Inspection** | 1,330,750 | 1,349,100 | 1,068,726 |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-2402-524-0000 | **ZONING & CODE COMPLIANCE (2402):** | | | |
| 001-2402-524-1000 | **PERSONNEL COSTS:** | | | |
| 001-2402-524-1200 | Code Admin - Salaries and Wages | 91,952 | 82,624 | 70,867 |
| 001-2402-524-1400 | Code Admin - Overtime | - | - | 1,894 |
| 001-2402-524-1600 | Code Admin - Compensated Personal Leave | - | - | 6,043 |
| 001-2402-524-2100 | Code Admin - FICA | 7,034 | 6,321 | 5,987 |
| 001-2402-524-2200 | Code Admin - Retirement | 9,195 | 8,262 | 7,880 |
| 001-2402-524-2301 | Code Admin - Life & Health Insurance | 21,162 | 20,266 | 16,549 |
| 001-2402-524-2400 | Code Admin - Workers Compensation | 1,688 | 1,330 | 1,447 |
| 001-2402-524-3000 | **OPERATING EXPENDTURES:** | | | - |
| 001-2402-524-3100 | Code Admin - Professional Service Fees | 60,000 | 40,000 | 37,585 |
| 001-2402-524-3101 | Code Admin - Legal Fees | 30,000 | 25,000 | 23,474 |
| 001-2402-524-3432 | Code Admin - Mowing/Weedeating/Lawncare | 5,500 | 5,000 | 2,560 |
| 001-2402-524-4000 | Code Admin - Travel and Per Diem | 1,320 | 1,200 | - |
| 001-2402-524-4100 | Code Admin - Communications, Telephone | 1,310 | 1,200 | 736 |
| 001-2402-524-4200 | Code Admin - Postage and Freight | 5,500 | 5,000 | 3,072 |
| 001-2402-524-4660 | Code Admin - Maintenance - Equipment | 1,500 | 1,200 | 43 |
| 001-2402-524-4700 | Code Admin - Printing and Binding | 2,000 | 2,000 | 417 |
| 001-2402-524-4910 | Code Admin - Legal Advertising | 15,000 | 10,000 | 4,839 |
| 001-2402-524-4920 | Code Admin - Recording Fees | 3,500 | 3,100 | 2,442 |
| 001-2402-524-5100 | Code Admin - Office Supplies | 440 | 400 | 79 |
| 001-2402-524-5200 | Code Admin - Operating Supplies | 8,200 | 8,000 | 6,176 |
| 001-2402-524-5205 | Code Admin - Fuel | 3,500 | 2,500 | 601 |
| 001-2402-524-5400 | Code Admin - Memberships | 500 | 400 | 305 |
| 001-2402-524-5500 | Code Admin - Training | 2,500 | 3,100 | 30 |
| | **Total Zoning & Code Compliance** | 271,801 | 226,903 | 193,028 |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-2403-524-0000 | **BUSINESS TAX RECEIPTING (BTR) (2403)** | | | |
| 001-2403-524-1000 | **PERSONNEL COSTS:** | | | |
| 001-2403-524-1200 | BTR - Salaries and Wages | - | - | 20,877 |
| 001-2403-524-1600 | BTR - Compensated Personal Leave | - | - | 1,807 |
| 001-2403-524-2100 | BTR - FICA | - | - | 1,735 |
| 001-2403-524-2200 | BTR - Retirement | - | - | 2,268 |
| 001-2403-524-2301 | BTR - Life & Health Insurance | - | - | 2,962 |
| 001-2403-524-2400 | BTR - Workers Compensation | - | - | 43 |
| 001-2403-524-3000 | **OPERATING EXPENDITURES:** | | | - |
| 001-2403-524-4000 | BTR - Travel and Per Diem | - | - | - |
| 001-2403-524-4200 | BTR - Postage and Freight | - | - | 359 |
| 001-2403-524-4660 | BTR - Maintenance/Equipment/Software | - | - | - |
| 001-2403-524-4700 | BTR - Printing and Binding | - | - | - |
| 001-2403-524-5100 | BTR - Office Supplies | - | - | - |
| 001-2403-524-5200 | BTR - Operating Supplies | - | - | 2,922 |
| 001-2403-524-5500 | BTR - Training | - | - | - |
| | **Total Business Tax Receipts** | - | - | 32,973 |

# OPERATING EXPENSE DETAIL

**Development Services** **1500 / 2401 / 2402**

-31

| 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 | 65,000 | | 60,000 | |
| Legal Fees | | | 30,000 | |
| | | | | |
| **Total** | **65,000** | **1,202,000** | **90,000** | **$1,357,000** |

-34

| Contract Services | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Contract Services as needed | 30,000 | | | Independent Contract Services |
| Digitizing Records | | 50,000 | | |
| Mowing & Lawncare | | | 5,500 | Independent Contract for Violations |
| Mapping (3445) | 5,000 | | | |
| | | | | |
| **Total** | **35,000** | **50,000** | **5,500** | **$90,500** |

-40

| Travel and Per Diem | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Training Travel, Lodging etc | 10,000 | | 1,320 | Mileage, Lodging and Meals |
| | | | | |
| **Total** | **10,000** | **0** | **1,320** | **$11,320** |

-41

| Communications | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Telephone and Internet Service | 1,500 | 5,500 | 1,310 | Permiting based on square footage |
| | | | | |
| **Total** | **1,500** | **5,500** | **1,310** | **$8,310** |

-42

| Postage | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Postage | 2,200 | | 5,500 | Certified Mailings & Bulk Mail Postage |
| | | | | |
| **Total** | **2,200** | **0** | **5,500** | **$7,700** |

## OPERATING EXPENSE DETAIL

**Development Services** **1500 / 2401 / 2402**

-43

| Utility | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Utilities | | 1,200 | | Based sq ft of 610 sq. ft. of 12,287 |
| | | | | |
| **Total** | **0** | **1,200** | **0** | **$1,200** |

-44

| Rentals | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Storage Unit | | 6,600 | | |
| | | | | |
| **Total** | **0** | **6,600** | **0** | **$6,600** |

-46

| Repair and Maintenance Services | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Copier/Computer/Software Maintenance | 5,000 | 3,300 | | Building Permiting/Software Maint. |
| Vehicle Maintenance | | | 1,500 | Neighborhood Improvement Vehicle |
| | | | | |
| **Total** | **5,000** | **3,300** | **1,500** | **$9,800** |

-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 | 12,000 | | 15,000 | Legal Advertising |
| Recording Fees | | | 3,500 | |
| | | | | |
| **Total** | **12,000** | **0** | **18,500** | **$30,500** |

# OPERATING EXPENSE DETAIL

**Development Services** **1500 / 2401 / 2402**

-51

| Office Supplies | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Office Supplies | 2,000 | 1,650 | 440 | Folders, Labels, etc |
| | | | | |
| **Total** | **2,000** | **1,650** | **440** | **$4,090** |

-52

| Operating Supplies | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Operating Supplies | 3,300 | 5,000 | 8,200 | Business Cards, etc |
| GIS Software | 45,000 | | | |
| Gov QA | 4,400 | | | |
| CAD Software | 850 | | | |
| Fuel (5205) | . | | 3,500 | Neighborhood Improvement Vehicle |
| Cloud Hosting | | 5,000 | | |
| CitizenServ | | 46,000 | | |
| WIPP | | 0 | | |
| Edmunds | | 4,000 | | |
| | . | | | |
| **Total** | **53,550** | **60,000** | **11,700** | **$125,250** |

-54

| Memberships & Publications | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Am. Institute of Certified Planners (AICP) | 600 | | | Annual Memberships |
| Florida Assn. of Code Enforcement (FACE) | | | 500 | Annual Memberships |
| Florida American Planning Assn. (FAPA) | 3,000 | | | Annual Memberships |
| Congress for New Urbanization | 500 | | | Annual Memberships |
| TBD | 550 | | | |
| | | | | |
| **Total** | **4,650** | **0** | **500** | **$5,150** |

-55

| Training | | | | Explanation |
|---|---|---|---|---|
| | Planning | Bldg Permit | Code Comp | |
| | 1500 | 2401 | 2402 | |
| Training / Continuing Education | 15,000 | | | Seminars/Conference Registration/Tuition Reimb $5k |
| AICP Certification Exam | 750 | | | |
| LEED AP Accreditation Exam | 500 | | | |
| LEED GA Accreditation Exam | 500 | | | |
| | | | 2,500 | Seminars/Conference Registration (FACE) |
| | | | | |
| **Total** | **16,750** | **0** | **2,500** | **$19,250** |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-4100-541-0000 | **PUBLIC WORKS (4100):** | | | |
| 001-4100-541-1000 | **PERSONNEL COSTS:** | | | |
| 001-4100-541-1200 | Public Works - Salaries and Wages | 420,766 | 384,109 | 311,893 |
| 001-4100-541-1400 | Public Works - Overtime | 15,000 | 10,000 | 5,636 |
| 001-4100-541-1500 | Public Works - Special Pay | - | - | - |
| 001-4100-541-1600 | Public Works - Compensated Personal Leave | - | - | 29,793 |
| 001-4100-541-2100 | Public Works - FICA & Medicare | 33,336 | 30,149 | 25,554 |
| 001-4100-541-2200 | Public Works - Retirement | 43,577 | 39,411 | 36,384 |
| 001-4100-541-2301 | Public Works - Life & Health Insurance | 118,971 | 110,782 | 83,097 |
| 001-4100-541-2400 | Public Works - Workers Compensation | 35,302 | 29,387 | 34,936 |
| 001-4100-541-2500 | Public Works - Unemployment Compensation | - | - | 1,131 |
| 001-4100-541-3000 | **OPERATING EXPENDTURES:** | | | - |
| 001-4100-541-3100 | Public Works - Professional Service Fees | - | - | 75,000 |
| 001-4100-541-3400 | Public Works - Contract Services | 82,000 | 40,000 | 116,248 |
| 001-4100-541-3465 | Public Works - Traffic Engineering Svc | 20,000 | 20,000 | 5,119 |
| 001-4100-541-4000 | Public Works - Travel, Lodging, etc | 3,000 | 2,000 | 1,895 |
| 001-4100-541-4100 | Public Works - Communications, Telephone | 20,000 | 20,000 | 9,631 |
| 001-4100-541-4300 | Public Works - Utility Services | 5,000 | 5,000 | 2,870 |
| 001-4100-541-4430 | Public Works - Equipment Rental | 15,000 | 10,000 | - |
| 001-4100-541-4610 | Public Works - Maint - Bldgs and Grounds | 26,302 | 26,000 | 25,674 |
| 001-4100-541-4621 | Public Works - Asphalt Maint & Repair | 15,000 | 12,000 | 8,228 |
| 001-4100-541-4622 | Public Works - Golf Cart Program | 30,000 | 30,000 | 22,992 |
| 001-4100-541-4623 | Public Works - Road Resurfacing | 300,000 | 174,991 | 106,679 |
| 001-4100-541-4633 | Public Works - Miscellaneous Work | 50,000 | 50,000 | 1,900 |
| 001-4100-541-4660 | Public Works - Maintenance - Equipment | 55,000 | 50,000 | 62,108 |
| 001-4100-541-4666 | Public Works - Railroad Crossing Signal | 8,120 | 8,120 | 26 |
| 001-4100-541-5200 | Public Works - Operating Supplies | 40,000 | 35,000 | 24,248 |
| 001-4100-541-5205 | Public Works - Fuel | 30,000 | 25,000 | 24,461 |
| 001-4100-541-5400 | Public Works - Memberships | 3,000 | 2,000 | 834 |
| 001-4100-541-5500 | Public Works - Training | 5,000 | 5,000 | 5,356 |
| 001-4100-541-6000 | **CAPITAL OUTLAYS:** | | | - |
| 001-4100-541-6100 | Public Works - Land | - | - | - |
| 001-4100-541-6300 | Public Works - Infrastructure | - | - | 96,040 |
| 001-4100-541-6400 | Public Works - Machinery & Equipment | 119,650 | 160,000 | - |
| | **Total Public Works** | 1,494,024 | 1,278,949 | 1,117,734 |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Public Works** **4100**

-34

| Contracted Services | Cost | Explanation |
|---|---|---|
| | | |
| Volusia County Road & Bridge Contracted Srvs (3400 | $ 40,000 | Road Signs, Markings, Etc |
| Quiet Zone RR Study | 42,000 | |
| Volusia County Traffic Engineering Contract (3465) | 20,000 | Traffic Control Devices |
| | | |
| **Total** | **$ 102,000** | |

-40

| Travel and PerDiem | Cost | Explanation |
|---|---|---|
| | | |
| Seminars/Training | $ 3,000 | Mileage/Meals |
| | | |
| **Total** | **$ 3,000** | |

-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** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Public Works** **4100**

-44

| Leases / Rentals | Cost | Explanation |
|---|---|---|
| | | |
| Equipment Rental | $ 15,000 | |
| | | |
| **Total** | **$ 15,000** | |

-46

| Repairs & Maintenance | Cost | Explanation |
|---|---|---|
| | | |
| Building/Grounds Maintenance | $ 26,302 | |
| Asphalt Maintenance | 15,000 | Potholes/shoulder repair |
| Road Resurfacing | 300,000 | Select streets based on analysis |
| Misc Work | 50,000 | |
| Equipment Maint | 55,000 | |
| Golf Cart Program | 30,000 | |
| Railroad Crossing Signal Maintenance | 8,120 | CSX Railway |
| | | |
| **Total** | **$ 484,422** | |

-52

| Operating Supplies | Cost | Explanation |
|---|---|---|
| | | |
| Blades, hoses, supplies | $ 35,000 | Risers, bricks, riprap, concrete |
| Uniforms | 5,000 | Uniforms |
| Fuel | 30,000 | Vehicles and mowers |
| | | |
| **Total** | **$ 70,000** | |

# OPERATING EXPENSE DETAIL

**Department Description and Number** **Public Works** **4100**

-54

| Memberships/ Publications | Cost | Explanation |
|---|---|---|
| | | |
| Memberships / Publications | $ 3,000 | |
| | | |
| **Total** | **$ 3,000** | |

-55

| Training | Cost | Explanation |
|---|---|---|
| | | |
| Employee Certification | $ 5,000 | Seminars/Conferences |
| | | |
| **Total** | **$ 5,000** | |

-64

| Capital - Equipment | Cost | Explanation |
|---|---|---|
| | | |
| Mini X With Rotary Mower | $ 87,120 | |
| Kubota ZD1211 Zero Turn Side Discharge Mower | 16,265 | |
| Kubota ZD1211 Zero Turn Side Discharge Mower | 16,265 | |
| | | |
| **Total** | **$ 119,650** | |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-6200-562-0000 | **HEALTH SERVICES (6200)** | | | |
| 001-6200-562-3409 | Mosquito Control Svcs | 12,000 | 12,000 | 7,757 |
| 001-6200-562-3413 | Animal Control Svcs | 85,000 | 85,000 | 71,323 |
| 001-6200-562-5200 | Health Svcs Operating Supplies | 5,000 | 5,000 | - |
| | **Total Health Services** | 102,000 | 102,000 | 79,080 |

# 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** | |

-52

| Operating Supplies | Cost | Explanation |
|---|---|---|
| | | |
| Animal Control Misc Supplies | $ 5,000 | |
| | | |
| **Total** | **$ 5,000** | |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 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 | 674,732 | 652,779 | 570,963 |
| 001-7201-572-1201 | Parks & Rec Admin - Sal and Wag Temp | 87,000 | 55,650 | 73,360 |
| 001-7201-572-1400 | Parks & Rec Admin - Overtime | 19,500 | 19,500 | 25,148 |
| 001-7201-572-1401 | Parks & Rec Admin - Overtime Temp | - | - | 8,766 |
| 001-7201-572-1500 | Parks & Rec Admin - Special Pay | - | - | - |
| 001-7201-572-1600 | Parks & Rec Admin - Comp Personal Leave | - | - | 46,334 |
| 001-7201-572-2100 | Parks & Rec Admin - FICA | 53,109 | 51,429 | 47,344 |
| 001-7201-572-2101 | Parks & Rec Admin - FICA Temp | 6,656 | 4,258 | 6,283 |
| 001-7201-572-2200 | Parks & Rec Admin - Retirement | 69,423 | 67,228 | 62,824 |
| 001-7201-572-2301 | Parks & Rec Admin - Life & Health Insurance | 171,254 | 163,354 | 123,641 |
| 001-7201-572-2400 | Parks & Rec Admin - Workers Compensation | 19,374 | 16,236 | 18,850 |
| 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 | 30,000 | 131,050 |
| 001-7201-572-3400 | Parks & Rec Admin - Contracted Services | 80,000 | 73,500 | 83,036 |
| 001-7201-572-4000 | Parks & Rec Admin - Travel & Per Diem | 3,375 | 3,375 | 2,085 |
| 001-7201-572-4100 | Parks & Rec Admin - Communications | 9,700 | 9,700 | 6,447 |
| 001-7201-572-4200 | Parks & Rec Admin - Postage | 200 | 200 | 31 |
| 001-7201-572-4300 | Parks & Rec Admin - Utility Services | 97,600 | 97,600 | 108,367 |
| 001-7201-572-4400 | Parks & Rec Admin - Building/Land Rent | 300 | 300 | 325 |
| 001-7201-572-4610 | Parks & Rec Admin - Maint - Bldgs/Grnds | 11,500 | 11,500 | 1,286 |
| 001-7201-572-5100 | Parks & Rec Admin - Office Supplies | 1,200 | 1,200 | 1,166 |
| 001-7201-572-5200 | Parks & Rec Admin - Operating Supplies | 19,277 | 19,205 | 11,171 |
| 001-7201-572-5400 | Parks & Rec Admin - Memberships | 1,300 | 1,300 | 564 |
| 001-7201-572-5500 | Parks & Rec Admin - Training | 3,000 | 3,125 | 2,141 |
| 001-7201-572-6000 | **CAPITAL OUTLAYS:** | | | - |
| 001-7201-572-6200 | Parks & Rec Admin - Buildings | - | - | 325,830 |
| 001-7201-572-6300 | Parks & Rec Admin - Infrastructure | 129,204 | 372,654 | 238,602 |
| 001-7201-572-6300 | Parks & Rec Admin - Infrastructure | 4,375,000 | 4,375,000 | - |
| 001-7201-572-6400 | Parks & Rec Admin - Machinery & Equipment | 84,500 | 85,000 | 58,536 |
| | **Total Parks & Rec Admin** | 5,947,204 | 6,114,093 | 1,954,151 |
| 001-7202-572-0000 | **RECREATION (7202):** | | | |
| 001-7202-572-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-7202-572-3412 | Recreation - Program Expense | 30,000 | 25,000 | 30,877 |
| 001-7202-572-3413 | Recreation - Program Expense Summer Camps | 55,000 | 50,000 | 42,331 |
| 001-7202-572-4800 | Recreation - Promotional Activities/Adve | 2,000 | 2,000 | 245 |
| 001-7202-572-5200 | Recreation - Operating Supplies | 4,800 | - | (41) |
| | **Total Recreation** | 91,800 | 77,000 | 73,412 |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-7203-572-0000 | **PARKS MAINTENANCE (7203):** | | | |
| 001-7203-572-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-7203-572-3400 | Parks Maint - Contract Services | 30,920 | 30,920 | 28,920 |
| 001-7203-572-4430 | Parks Maint - Equipment Rentals | 2,000 | 500 | 7,413 |
| 001-7203-572-4610 | Parks Maint - Maint - Buildings & Grnds | 170,000 | 115,000 | 230,753 |
| 001-7203-572-4610 | Parks Maint - Maint - Buildings & Grnds | 30,000 | 25,000 | - |
| 001-7203-572-4610 | Parks Maint - Maint - Buildings & Grnds | 80,000 | 70,000 | - |
| 001-7203-572-4660 | Parks Maint - Maint - Equipment | 60,000 | 40,000 | 50,608 |
| 001-7203-572-5200 | Parks Maint - Operating Supplies | 92,400 | 84,000 | 92,258 |
| 001-7203-572-5205 | Parks Maint - Fuel | 20,000 | 20,000 | 14,804 |
| 001-7203-572-6000 | **CAPITAL OUTLAYS:** | | | |
| 001-7203-572-6400 | Parks Maint - Equipment | - | - | - |
| | **Total Parks Maintenance** | 485,320 | 385,420 | 424,754 |
| 001-7204-572-0000 | **SPECIAL EVENTS (7204):** | | | |
| 001-7204-572-3000 | **OPERATING EXPENDTURES:** | | | |
| 001-7204-572-3100 | Special Evt - Professional Svcs | 52,500 | 52,500 | 52,500 |
| 001-7204-521-3400 | Special Evt - Law Contract Svcs | 25,000 | 25,000 | 21,762 |
| 001-7204-572-4430 | Special Evt - Equipment Rental | 29,000 | 26,230 | 22,298 |
| 001-7204-572-5200 | Special Evt - Operating Supplies | 33,000 | 30,220 | 45,090 |
| | **Total Special Events** | 139,500 | 133,950 | 141,650 |

## OPERATING EXPENSE DETAIL

**Parks and Recreation** **7201 / 7202 / 7203 / 7204**

-31

| Professional Services | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 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 | 30,000 | | | | |
| | | | | | |
| **Total** | **30,000** | **0** | **0** | **52,500** | **$82,500** |

-34

| Contract Services | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| Volusia County | 3,500 | | | | County Water Testing |
| Background Screening | 4,000 | | | | New and part time employees |
| ActiveNet | 16,000 | | | | Transaction Charges |
| Program Expenses | 34,500 | | | | Referees |
| Program Expenses | | 30,000 | 6,480 | | Other Programs/CT Maint/FKL |
| Program Expenses Summer Camp | | 55,000 | | | |
| Law Enforcement | | | | 25,000 | Deputy Expenses |
| Miller Lights | 22,000 | | | | Holiday Lighting Displays |
| Gateway Janitorial Services | | | 24,440 | | |
| | | | | | |
| **Total** | **80,000** | **85,000** | **30,920** | **25,000** | **$220,920** |

-40

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

-41

| Communications | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 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**

-42

| Postage | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| Postage | 200 | | | | |
| | | | | | |
| **Total** | **200** | **0** | **0** | **0** | **$200** |

-43

| 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** |

-44

| Building/Land Rent | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| Gateway Firetower Area | 300 | | | | |
| Equipment Rentals | | | 2,000 | | |
| Equipment Rentals | | | | 1,700 | Event Lighting |
| Equipment Rentals | | | | 12,300 | Portable Restrooms, Message Boards, etc. |
| 4th of July | | | | 15,000 | |
| | | | | | |
| **Total** | **300** | **0** | **2,000** | **29,000** | **$31,300** |

-46

| Repair and Maintenance Services | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| Buildings/Grounds | 1,000 | | 170,000 | | |
| Equipment Maintenance | | | 60,000 | | |
| Trail Maintenance | | | 30,000 | | |
| Gateway Arts Bldg | | | 80,000 | | |
| Gateway Pest Control | 500 | | | | |
| Shade Cover RSP | 10,000 | | | | |
| | | | | | |
| | | | | | |
| **Total** | **11,500** | **0** | **340,000** | **0** | **$351,500** |

## OPERATING EXPENSE DETAIL

**Parks and Recreation** **7201 / 7202 / 7203 / 7204**

-48

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

-51

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

-52

| Operating Supplies | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| Operating Supplies | 2,000 | 4,800 | 92,400 | 18,400 | |
| Lights | | | | 9,600 | |
| HIPPO Scheduling Software | 2,277 | | | | |
| Fuel | | | 20,000 | | |
| FKL Flooring / Signage / etc. | 15,000 | | | | |
| 4th of July | | | | 5,000 | |
| | | | | | |
| **Total** | **19,277** | **4,800** | **112,400** | **33,000** | **$169,477** |

-54

| Memberships & Publications | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 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**

-55

| Training | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| Training | 3,000 | | | | Seminars/Conference Registration |
| | | | | | |
| **Total** | **3,000** | **0** | **0** | **0** | **$3,000** |

-63

| Capital - Infrastructure | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| CDBG | 79,204 | | | | |
| Sullivan front fence | 35,000 | | | | |
| Sullivan dugout reno, concrete, fencing | 15,000 | | | | |
| Alexander Island (ECHO Project) | 4,375,000 | | | | |
| | | | | | |
| **Total** | **4,504,204** | **0** | **0** | **0** | **$4,504,204** |

-64

| Capital - Equipment | | | | | Explanation |
|---|---|---|---|---|---|
| | Admin | Recreation | Maintenance | Special Evt | |
| | 7201 | 7202 | 7203 | 7204 | |
| | | | | | |
| Toro Sand Pro | 40,000 | | | | |
| Toro 3100 D Reel Mower | 36,000 | | | | |
| Large Trailer | 8,500 | | | | |
| | | | | | |
| **Total** | **84,500** | **0** | **0** | **0** | **$84,500** |

# City of DeBary
# General Fund - Capital Summary
# FY 25 Budget

| Description | Account # | Amount | Totals |
|---|---|---|---|
| Computer Replacements - General | | 8,000 | |
| Total General Govt - Machinery & Equipment | 001-1900-519-6400 | | 8,000 |
| Motorcycle Shed | | 10,000 | |
| Total Law Enforcement - Buildings | 001-2100-521-6200 | | 10,000 |
| Cardiac Monitor | | 57,200 | |
| Equipment for new engine | | 300,000 | |
| Furniture for new station | | 125,000 | |
| Total Fire - Machinery & Equipment | 001-2200-522-6400 | | 482,200 |
| Mini X with rotary mower | | 87,120 | |
| Kubota ZD1211 zero turn side discharge | | 16,265 | |
| Kubota ZD1211 zero turn side discharge | | 16,265 | |
| Total Public Works - Machinery & Equipment | 001-4100-541-6400 | | 119,650 |
| CDBG | | 79,204 | |
| Sullivan front fence | | 35,000 | |
| Sullivan dugout reno, concrete, fencing | | 15,000 | |
| Keller Pickle ball Courts (FRDAP/ECHO) | | - | |
| Alexander Island (ECHO Project) | | 4,375,000 | |
| Total Parks - Infrastructure | 001-7201-572-6300 | | 4,504,204 |
| Toro Sand Pro | | 40,000 | |
| Toro 3100 D Reel Mower | | 36,000 | |
| Large Trailer | | 8,500 | |
| Total Parks - Machinery & Equipment | 001-7201-572-6400 | | 84,500 |
| Total General Fund Capital Requests | | | 5,208,554 |

# Fund 001 - General Fund - Expenditures
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 001-9002-581-9000 | **TRANSFERS OUT:** | | | |
| 001-9002-581-9120 | Transfer Out - Stormwater Assessment Fund | 350,000 | - | - |
| 001-9002-581-9211 | Transfer Out - Fire Station Debt Svc Fund 211 | - | - | 50,478 |
| 001-9002-581-9310 | Transfer Out - FT FL Rd Bridge | - | 500,000 | - |
| 001-9002-581-9311 | Transfer Out - Fire Station | 1,000,000 | 1,250,000 | - |
| 001-9002-581-9312 | Transfer Out - FT FL Rd Improvement | - | 240,000 | - |
| | Total Transfers Out | 1,350,000 | 1,990,000 | 50,478 |
| 001-9001-590-0000 | RESERVES (9001): | | | |
| 001-9001-590-9900 | Reserves - Unassigned | 9,526,873 | 9,161,222 | - |
| 001-9001-590-9901 | Reserves - Assigned | 1,900,000 | - | - |
| 001-9001-590-9902 | Reserves - Committed | - | - | - |
| 001-9001-590-9903 | Reserves - Restricted | 50,000 | 107,251 | - |
| 001-9001-590-9904 | Reserves - Non Spendable | - | 925 | - |
| | | 11,476,873 | 9,269,398 | - |
| | **Total Expenditures** | 34,725,574 | 31,097,084 | 15,656,042 |
| | **Total Revenue** | 34,725,574 | 31,097,084 | 18,125,040 |
| | **Revenue Over/(Under) Expenditures** | - | - | 2,468,998 |

# SPECIAL REVENUE FUNDS - REVENUES

| Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual | Percent Change |
|---|---|---|---|---|
| **Solid Waste - 101** | | | | |
| Revenues | 2,315,000 | 2,165,000 | 2,111,079 | 6.9% |
| Balance Forward | 631,455 | 502,728 | - | 25.6% |
| Solid Waste Total | 2,946,455 | 2,667,728 | 2,111,079 | 10.4% |
| | | | | |
| **Streetlighting Districts - 105** | | | | |
| Revenues | 531,900 | 527,230 | 521,301 | 0.9% |
| Balance Forward | 471,658 | 411,575 | - | 14.6% |
| Streetlighting Total | 1,003,558 | 938,805 | 521,301 | 6.9% |
| | | | | |
| **Orlandia Heights NI District - 115** | | | | |
| Revenues | 112,575 | 112,575 | 114,047 | 0.0% |
| Balance Forward | 41,234 | 25,000 | - | 64.9% |
| OHNID Total | 153,809 | 137,575 | 114,047 | 11.8% |
| | | | | |
| **Stormwater Assessment - 120** | | | | |
| Revenues | 2,210,000 | 1,810,000 | 1,893,606 | 22.1% |
| Balance Forward | 670,132 | 1,837,127 | - | -63.5% |
| Stormwater Util Total | 2,880,132 | 3,647,127 | 1,893,606 | -21.0% |
| | | | | |
| **Tree Preservation - 121** | | | | |
| Revenues | - | - | 7,000 | 0.0% |
| Balance Forward | 18,088 | 20,000 | - | -9.6% |
| Tree Preservation Total | 18,088 | 20,000 | 7,000 | -9.6% |
| | | | | |
| **Franchise Fees - 125** | | | | |
| Revenues | 820,000 | 820,000 | 1,212,778 | 0.0% |
| Balance Forward | 824,625 | 1,269,209 | - | -35.0% |
| Franchise Fees Total | 1,644,625 | 2,089,209 | 1,212,778 | -21.3% |
| | | | | |
| **New Local Option Gas Tax - 126** | | | | |
| Revenues | 297,755 | 235,293 | 251,818 | 26.5% |
| Balance Forward | 263,176 | 800,000 | - | 0.0% |
| NLOGT Total | 560,931 | 1,035,293 | 251,818 | -45.8% |
| | | | | |
| **Southwest Sector Mobility Fee - 127** | | | | |
| Revenues | 300,050 | 200,050 | 420,551 | 0.0% |
| Balance Forward | 293,039 | 642,393 | - | 0.0% |
| Mobility Fees Total | 593,089 | 842,443 | 420,551 | 0.0% |
| | | | | |
| **Parks Benefit Impact Fee - 128** | | | | |
| Revenues | 100,000 | 100,000 | 142,697 | 0.0% |
| Balance Forward | 258,986 | 288,085 | - | 0.0% |
| Parks Benefit IF Total | 358,986 | 388,085 | 142,697 | -7.5% |
| | | | | |
| **Public Building Bene Impact Fee - 129** | | | | |
| Revenues | 50,000 | 50,000 | 53,684 | 0.0% |
| Balance Forward | 59,978 | 151,294 | - | -60.4% |
| Public Bldgs IF Total | 109,978 | 201,294 | 53,684 | -45.4% |
| | | | | |
| **Economic Opportunity - 130** | | | | |
| Revenues | 32,000 | 53,331 | 49,640 | -40.0% |
| Balance Forward | 173,948 | 131,169 | - | 32.6% |
| Econ Opp Total | 205,948 | 184,500 | 49,640 | 11.6% |
| | | | | |
| **Spec Rev Fund Total** | 10,475,599 | 12,152,059 | 6,778,201 | -13.8% |

# SPECIAL REVENUE FUNDS - EXPENDITURES

| Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual | Percent Change |
|---|---|---|---|---|
| **Solid Waste - 101** | | | | |
| Expenditures | 2,315,000 | 2,150,000 | 1,997,352 | 7.7% |
| Reserves | 631,455 | 517,728 | - | 22.0% |
| Solid Waste Total | 2,946,455 | 2,667,728 | 1,997,352 | 10.4% |
| | | | | |
| **Streetlighting Districts - 105** | | | | |
| Expenditures | 538,214 | 538,042 | 473,599 | 0.0% |
| Reserves | 465,344 | 400,763 | - | 16.1% |
| Streetlighting Total | 1,003,558 | 938,805 | 473,599 | 6.9% |
| | | | | |
| **Orlandia Heights NI District - 115** | | | | |
| Expenditures | 112,575 | 112,575 | 125,409 | 0.0% |
| Reserves | 41,234 | 25,000 | - | 64.9% |
| OHNID Total | 153,809 | 137,575 | 125,409 | 11.8% |
| | | | | |
| **Stormwater Assessment - 120** | | | | |
| Expenditures | 2,179,736 | 2,771,831 | 1,627,902 | -21.4% |
| Reserves | 700,396 | 875,296 | - | -20.0% |
| Stormwater Util Total | 2,880,132 | 3,647,127 | 1,627,902 | -21.0% |
| | | | | |
| **Tree Preservation - 121** | | | | |
| Expenditures | 15,000 | 15,000 | 3,450 | 0.0% |
| Reserves | 3,088 | 5,000 | - | -38.2% |
| Tree Preservation Total | 18,088 | 20,000 | 3,450 | -9.6% |
| | | | | |
| **Franchise Fees - 125** | | | | |
| Expenditures | 964,000 | 1,692,815 | 928,547 | -43.1% |
| Reserves | 680,625 | 396,394 | - | 71.7% |
| Franchise Fees Total | 1,644,625 | 2,089,209 | 928,547 | -21.3% |
| | | | | |
| **New Local Option Gas Tax - 126** | | | | |
| Expenditures | 447,755 | 760,000 | - | -41.1% |
| Reserves | 113,176 | 275,293 | - | 0.0% |
| NLOGT Total | 560,931 | 1,035,293 | - | -45.8% |
| | | | | |
| **Southwest Sector Mobility Fee - 127** | | | | |
| Expenditures | 500,000 | 700,000 | 65,905 | 0.0% |
| Reserves | 93,089 | 142,443 | - | 0.0% |
| Mobility Fees Total | 593,089 | 842,443 | 65,905 | 0.0% |
| | | | | |
| **Parks Benefit Impact Fee - 128** | | | | |
| Expenditures | 250,000 | 200,000 | 120,596 | 25.0% |
| Reserves | 108,986 | 188,085 | - | 0.0% |
| Parks Benefit IF Total | 358,986 | 388,085 | 120,596 | -7.5% |
| | | | | |
| **Public Building Bene Impact Fee - 129** | | | | |
| Expenditures | 100,000 | 150,000 | - | 0.0% |
| Reserves | 9,978 | 51,294 | - | 0.0% |
| Public Bldgs IF Total | 109,978 | 201,294 | - | -45.4% |
| | | | | |
| **Economic Opportunity - 130** | | | | |
| Expenditures | 65,000 | 68,500 | 6,859 | -5.1% |
| Reserves | 140,948 | 116,000 | - | 0.0% |
| Econ Opp Total | 205,948 | 184,500 | 6,859 | 11.6% |
| | | | | |
| **Spec Rev Fund Total** | 10,475,599 | 12,152,059 | 5,349,618 | -13.8% |

# Fund 101 - Solid Waste
# FY 25 Budget

.

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 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 | 2,315,000 | 2,165,000 | 2,049,198 |
| 101-3400-343-4100 | Service charges - Solid Waste - Non Tax | - | - | 27,416 |
| 101-3600-361-1000 | Interest Income | - | - | 34,465 |
| 101-3600-369-9000 | Miscellaneous Income | - | - | - |
| 101-3800-389-9000 | Prior Year Carry Forward | 631,455 | 502,728 | - |
| | | 2,946,455 | 2,667,728 | 2,111,079 |
| **Expenditures** | | | | |
| 101-3400-534-3400 | Solid Waste - Contracted Svcs - Pickup and Recycle | 1,880,000 | 1,730,000 | 1,639,024 |
| 101-3400-534-4300 | Solid Waste - Utility Services - Landfill | 435,000 | 420,000 | 358,328 |
| 101-3400-534-5200 | Solid Waste - Operating Supplies | - | - | - |
| 101-9002-581-9001 | Transfer Out to General Fund | - | - | - |
| 101-9001-590-9900 | Reserves | 631,455 | 517,728 | - |
| | | 2,946,455 | 2,667,728 | 1,997,352 |
| | Revenue Over/(Under) Expenditures | - | - | 113,727 |

# Fund 105 - Street Lighting Districts
# FY 25 Budget

.

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 105-0000-000-0000 | **SPECIAL REVENUE - ST LIGHTING** | | | |
| 105-1930-325-2000 | Lake Marie - Non Advalorem | 12,900 | 12,900 | 13,083 |
| 105-1950-325-2000 | Leisure World - Non Advalorem | 16,900 | 16,900 | 17,245 |
| 105-2011-325-2000 | Debary West - Non Advalorem | 19,700 | 19,700 | 19,988 |
| 105-2050-325-2000 | Debary East - Non Advalorem | 13,500 | 13,480 | 13,702 |
| 105-2060-325-2000 | Summerhaven - Non Advalorem | 10,900 | 10,900 | 11,043 |
| 105-2080-325-2000 | Woodbound Lakes - Non Advalorem | 6,900 | 6,900 | 6,970 |
| 105-2120-325-2000 | Pinnacle Plaza - Non Advalorem | 1,500 | 1,430 | 1,461 |
| 105-2140-325-2000 | Debary Plantation - Non Advalorem | 164,100 | 164,100 | 166,210 |
| 105-2150-325-2000 | Eagles Nest/Glen Abby - Non Advalorem | 1,000 | 1,000 | 1,000 |
| 105-2170-325-2000 | Debary Plantation West - Non Advalorem | 5,100 | 5,100 | 5,116 |
| 105-2200-325-2000 | Glen Abbey - Non Advalorem | 28,000 | 27,920 | 28,310 |
| 105-2260-325-2000 | Debary Woods - Non Advalorem | 7,700 | 5,250 | 5,304 |
| 105-2400-325-2000 | Heritage Woods - Non Advalorem | 1,600 | 1,600 | 1,613 |
| 105-2450-325-2000 | Surrey Run - Non Advalorem | 2,000 | 2,000 | 2,010 |
| 105-2460-325-2000 | Reserve at Debary - Non Advalorem | 5,100 | 5,030 | 5,075 |
| 105-2480-325-2000 | Parkview - Non Advalorem | 5,800 | 5,780 | 5,844 |
| 105-2580-325-2000 | River Bluff - Non Advalorem | 2,600 | 2,600 | 2,634 |
| 105-2750-325-2000 | Parkview Heights - Non Advalorem | 4,100 | 4,100 | 4,134 |
| 105-2760-325-2000 | Pinnacle Reserve at Debary - Non Advalor | 5,100 | 5,080 | 5,136 |
| 105-2780-325-2000 | Saxon Woods - Non Advalorem | 24,200 | 24,200 | 24,464 |
| 105-2790-325-2000 | Debary Plantation Unit17 - Non Advalorem | 19,100 | 19,050 | 19,232 |
| 105-2900-325-2000 | Spring Glen Unit 1-2 - Non Advalorem | 7,800 | 7,900 | 7,898 |
| 105-2940-325-2000 | Woodlands at Glen Abby - Non Advalorem | 4,600 | 2,800 | 2,831 |
| 105-2950-325-2000 | Springview Unit 2-5 - Non Advalorem | 14,500 | 14,600 | 14,657 |
| 105-3030-325-2000 | Buena Vista - Non Advalorem | 2,300 | 2,230 | 2,253 |
| 105-3040-325-2000 | Glen Abby Club - Non Advalorem | 3,200 | 3,200 | 3,197 |
| 105-3080-325-2000 | Springview Industrial Park - Non Advalor | 1,900 | 1,900 | 1,862 |
| 105-3330-325-2000 | Riviera Bella - Non Advalorem | 35,400 | 35,500 | 35,844 |
| 105-3420-325-2000 | Riviera Bella 3 - Non Advalorem | 6,100 | 6,050 | 6,092 |
| 105-3430-325-2000 | Riviera Bella 4 - Non Advalorem | 8,200 | 8,150 | 8,227 |
| 105-3460-325-2000 | Riviera Bella 5 - Non Advalorem | 8,200 | 8,160 | 8,265 |
| 105-3470-325-2000 | Riviera Bella 6 - Non Advalorem | 8,600 | 8,600 | 8,705 |
| 105-3480-325-2000 | Riviera Bella 7 & 8A - Non Advalorem | 13,000 | 13,000 | 13,062 |
| 105-3490-325-2000 | Springview Woods Ph 1 - Non Advalorem | 8,800 | 8,800 | 8,845 |
| 105-3510-325-2000 | Riviera Bella 8B - Non Advalorem | 6,600 | 6,600 | 6,624 |
| 105-3530-325-2000 | Springview Woods Ph 3 - Non Advalorem | 12,000 | 12,000 | 12,107 |
| 105-3540-325-2000 | Springview Woods Ph 4 - Non Advalorem | 6,800 | 6,750 | 6,787 |
| 105-3550-325-2000 | Riviera Bella 8C - Non Advalorem | 8,400 | 8,350 | 8,390 |
| 105-3560-325-2000 | Riviera Bella 9A - Non Advalorem | 6,100 | 6,020 | 6,080 |
| 105-3570-325-2000 | Riviera Bella 9B & 9C - Non Advalorem | 11,600 | 11,600 | - |
| 105-3800-000-0000 | **OTHER SOURCES:** | | | |
| 105-3800-389-9000 | Prior Year Carry Forward | 471,658 | 411,575 | - |
| | | 1,003,558 | 938,805 | 521,301 |
| **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 | 618 | 641 | 575 |
| 105-1930-541-3700 | Lake Marie - Contract Administration | 1,290 | 1,290 | 1,290 |
| 105-1930-541-4300 | Lake Marie - Utilities | 11,719 | 11,719 | 10,378 |
| 105-1950-000-0000 | **LEISURE WORLD:** | | | |

# Fund 105 - Street Lighting Districts
# FY 25 Budget

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| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 105-1950-541-3400 | Leisure World - Contracted Services @.77 + .60/unit | 334 | 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 | 19,247 | 16,339 |
| 105-2011-000-0000 | **DEBARY WEST:** | | | |
| 105-2011-541-3400 | Debary West - Contracted Services @.77 + .60/unit | 1,012 | 1,049 | 974 |
| 105-2011-541-3700 | DeBary West - Contract Administration | 1,970 | 1,970 | 1,970 |
| 105-2011-541-4300 | Debary West - Utilities | 18,741 | 18,741 | 16,560 |
| 105-2050-000-0000 | **DEBARY EAST:** | | | |
| 105-2050-541-3400 | DeBary East - Contracted Services @.77 + .60/unit | 521 | 540 | 464 |
| 105-2050-541-3700 | DeBary East - Contract Administration | 1,350 | 1,348 | 1,130 |
| 105-2050-541-4300 | Debary East - Utilities | 10,686 | 10,686 | 9,439 |
| 105-2060-000-0000 | **SUMMERHAVEN:** | | | |
| 105-2060-541-3400 | Summerhaven - Contracted Services @.77 + .60/unit | 352 | 364 | 342 |
| 105-2060-541-3700 | Summerhaven - Contract Administration | 1,090 | 1,090 | 1,090 |
| 105-2060-541-4300 | Summerhaven - Utilities | 12,520 | 12,520 | 11,187 |
| 105-2080-000-0000 | **WOODBOUND LAKES:** | | | |
| 105-2080-541-3400 | Woodbound Lakes - Contracted Services @.77 + .60/unit | 168 | 174 | 168 |
| 105-2080-541-3700 | Woodbound Lakes - Contract Admin | 690 | 690 | 690 |
| 105-2080-541-4300 | Woodbound Lakes - Utilities | 5,851 | 5,851 | 5,225 |
| 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 | 150 | 143 | 143 |
| 105-2120-541-4300 | Pinnacle Plaza - Utilities | 688 | 688 | 611 |
| 105-2140-000-0000 | **DEBARY PLANTATION:** | | | |
| 105-2140-541-3400 | DeBary Plantation - Contracted Services @.77 + .60/unit | 1,471 | 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 | 130,170 | 116,883 |
| 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 | 1,254 | 1,110 |
| 105-2170-000-0000 | **DEBARY PLANTATION WEST:** | | | |
| 105-2170-541-3400 | DeBary Plantation West - Cont Serv @.77 + .60/unit | 156 | 162 | 154 |
| 105-2170-541-3700 | DeBary Plantation West - Contract Admin | 510 | 510 | 510 |
| 105-2170-541-4300 | DeBary Plantation West - Utilities | 5,943 | 5,943 | 5,322 |
| 105-2200-000-0000 | **GLEN ABBEY:** | | | |
| 105-2200-541-3400 | Glen Abbey - Contracted Services @.77 +.60/unit | 597 | 619 | 597 |
| 105-2200-541-3700 | Glen Abbey - Contract Administration | 2,800 | 2,792 | 2,792 |
| 105-2200-541-4300 | Glen Abbey - Utilities | 30,288 | 30,288 | 27,152 |
| 105-2260-000-0000 | **DEBARY WOODS:** | | | |
| 105-2260-541-3400 | DeBary Woods - Contracted Services @.77 + .60/unit | 126 | 130 | 125 |
| 105-2260-541-3700 | DeBary Woods - Contract Administration | 770 | 525 | 503 |
| 105-2260-541-4300 | DeBary Woods - Utilities | 5,269 | 5,269 | 4,734 |
| 105-2400-000-0000 | **HERITAGE WOODS:** | | | |
| 105-2400-541-3400 | Heritage Woods - Contracted Services @.77 + .60/unit | 52 | 53 | 51 |
| 105-2400-541-3700 | Heritage Woods - Contract Admin | 160 | 160 | 160 |
| 105-2400-541-4300 | Heritage Woods - Utilities | 2,026 | 2,026 | 1,832 |
| 105-2450-000-0000 | **SURREY RUN:** | | | |
| 105-2450-541-3400 | Surrey Run - Contracted Services @.77 + .60/unit | 68 | 70 | 67 |
| 105-2450-541-3700 | Surrey Run - Contract Administration | 200 | 200 | 200 |
| 105-2450-541-4300 | Surrey Run - Utilities | 2,143 | 2,143 | 1,917 |
| 105-2460-000-0000 | **RESERVE AT DEBARY:** | | | |
| 105-2460-541-3400 | Reserve At DeBary - Contracted Services @.77 + .60/unit | 117 | 121 | 116 |
| 105-2460-541-3700 | Reserve At DeBary - Contract Admin | 510 | 503 | 503 |
| 105-2460-541-4300 | Reserve At DeBary - Utilities | 4,134 | 4,134 | 3,682 |

# Fund 105 - Street Lighting Districts
# FY 25 Budget

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| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 105-2480-000-0000 | **PARKVIEW:** | | | |
| 105-2480-541-3400 | Parkview - Contracted Services @.77 + .60/unit | 107 | 111 | 107 |
| 105-2480-541-3700 | Parkview - Contract Administration | 580 | 578 | 578 |
| 105-2480-541-4300 | Parkview - Utilities | 6,303 | 6,303 | 5,656 |
| 105-2580-000-0000 | **RIVER BLUFF:** | | | |
| 105-2580-541-3400 | River Bluff - Contracted Services @.77 + .60/unit | 59 | 60 | 54 |
| 105-2580-541-3700 | River Bluff - Contract Administration | 260 | 260 | 260 |
| 105-2580-541-4300 | River Bluff - Utilities | 2,847 | 2,847 | 2,521 |
| 105-2750-000-0000 | **PARKVIEW HEIGHTS:** | | | |
| 105-2750-541-3400 | Parkview Heights - Contracted Services @.77 + .60/unit | 70 | 73 | 70 |
| 105-2750-541-3700 | Parkview Heights - Contract Admin | 410 | 410 | 410 |
| 105-2750-541-4300 | Parkview Heights - Utilities | 4,590 | 4,590 | 4,101 |
| 105-2760-000-0000 | **PINNACLE RESERVE AT DEBARY:** | | | |
| 105-2760-541-3400 | Pinnacle Reserve At Debary - Cont Serv @.77 + .60/unit | 129 | 133 | 128 |
| 105-2760-541-3700 | Pinnacle Reserve - Contract Admin | 510 | 508 | 508 |
| 105-2760-541-4300 | Pinnacle Reserve At Debary - Utilities | 5,062 | 5,062 | 4,545 |
| 105-2780-000-0000 | **SAXON WOODS:** | | | |
| 105-2780-541-3400 | Saxon Woods - Contracted Services@.77 + .60/unit | 415 | 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 | 23,983 | 19,963 |
| 105-2790-000-0000 | **DEBARY PLANTATION UNITS 17:** | | | |
| 105-2790-541-3400 | Debary Plantation Units 17 - Contr Serv @.77 + .60/unit | 193 | 200 | 193 |
| 105-2790-541-3700 | DeBary Plantation Unit 17-Contract Admin | 1,910 | 1,905 | 1,905 |
| 105-2790-541-4300 | Debary Plantation Units 17 - Utilities | 15,797 | 15,797 | 14,235 |
| 105-2900-000-0000 | **SPRING GLEN UNITS 1 & 2:** | | | |
| 105-2900-541-3400 | Spring Glen Units 1 & 2 - Cont Serv @.77 + .60/unit | 151 | 156 | 150 |
| 105-2900-541-3700 | Spring Glen Unit 1-2 - Contract Admin | 780 | 790 | 790 |
| 105-2900-541-4300 | Spring Glen Units 1 & 2 - Utilities | 7,520 | 7,520 | 6,721 |
| 105-2940-000-0000 | **WOODLANDS AT GLEN ABBY:** | | | |
| 105-2940-541-3400 | Woodlands At Glen Abbey - Cont Serv @.77 + .60/unit | 65 | 67 | 65 |
| 105-2940-541-3700 | Woodlands at Glen Abbey - Contract Admin | 460 | 280 | 280 |
| 105-2940-541-4300 | Woodlands At Glen Abbey - Utilities | 3,450 | 3,450 | 3,086 |
| 105-2950-000-0000 | **SPRINGVIEW UNITS 2-5:** | | | |
| 105-2950-541-3400 | Springview Units 2-5 - Contracted Serv @.77 + .60/unit | 366 | 379 | 366 |
| 105-2950-541-3700 | Springview Unit 2-5 - Contract Admin | 1,450 | 1,460 | 1,460 |
| 105-2950-541-4300 | Springview Units 2-5 - Utilities | 16,447 | 16,447 | 14,742 |
| 105-3030-000-0000 | **BUENA VISTA:** | | | |
| 105-3030-541-3400 | Buena Vista - Contracted Services @.77 + .60/unit | 59 | 60 | 50 |
| 105-3030-541-3700 | Buena Vista - Contract Administration | 230 | 223 | 223 |
| 105-3030-541-4300 | Buena Vista - Utilities | 1,825 | 1,825 | 1,612 |
| 105-3040-000-0000 | **GLEN ABBEY CLUB:** | | | |
| 105-3040-541-3400 | Glen Abbey Club - Contracted Services @.77 + .60/unit | 47 | 48 | 46 |
| 105-3040-541-3700 | Glen Abbey Club - Contract Admin | 320 | 320 | 320 |
| 105-3040-541-4300 | Glen Abbey Club - Utilities | 3,199 | 3,199 | 2,874 |
| 105-3080-000-0000 | **SPRINGVIEW INDUSTRIAL PARK:** | | | |
| 105-3080-541-3400 | Springview Industrial Park - Cont Serv @.77 + .60/unit | 32 | 33 | 48 |
| 105-3080-541-3700 | Springview Industrial Pk-Contract Admin | 190 | 190 | 190 |
| 105-3080-541-4300 | Springview Industrial Pk-Utilities | 2,027 | 2,027 | 1,795 |
| 105-3330-000-0000 | **RIVIERA BELLA:** | | | |
| 105-3330-541-3400 | Riviera Bella - Contracted Services @.77 + .60/unit | 274 | 284 | 273 |
| 105-3330-541-3700 | Riviera Bella - Contract Administration | 3,540 | 3,550 | 3,550 |
| 105-3330-541-4300 | Riviera Bella - Utilities | 33,312 | 33,312 | 30,039 |
| 105-3420-000-0000 | **RIVIERA BELLA PHASE 3:** | | | |
| 105-3420-541-3400 | Riviera Bella 3 - Contracted Services @.77 + .60/unit | 51 | 52 | 50 |
| 105-3420-541-3700 | Riviera Bella 3 - Contract Administration | 610 | 605 | 605 |

# Fund 105 - Street Lighting Districts
# FY 25 Budget

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| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| 105-3420-541-4300 | Riviera Bella 3 - Utilities | 5,570 | 5,570 | 5,025 |
| 105-3430-000-0000 | **RIVIERA BELLA PHASE 4:** | | | |
| 105-3430-541-3400 | Riviera Bella 4 - Contracted Services @.77 + .60/unit | 63 | 64 | 62 |
| 105-3430-541-3700 | Riviera Bella 4 - Contract Administration | 820 | 815 | 815 |
| 105-3430-541-4300 | Riviera Bella 4 - Utilities | 7,272 | 7,272 | 6,554 |
| 105-3460-000-0000 | **RIVIERA BELLA PHASE 5:** | | | |
| 105-3460-541-3400 | Riviera Bella 5 - Contracted Services @.77 + .60/unit | 69 | 71 | 69 |
| 105-3460-541-3700 | Riviera Bella 5 - Contract Administration | 820 | 816 | 816 |
| 105-3460-541-4300 | Riviera Bella 5 - Utilities | 7,698 | 7,698 | 6,944 |
| 105-3470-000-0000 | **RIVIERA BELLA PHASE 6:** | | | |
| 105-3470-541-3400 | Riviera Bella 6 - Contracted Services @.77 + .60/unit | 47 | 48 | 46 |
| 105-3470-541-3700 | Riviera Bella 6 - Contract Administration | 860 | 860 | 860 |
| 105-3470-541-4300 | Riviera Bella 6 - Utilities | 8,109 | 8,109 | 7,291 |
| 105-3480-000-0000 | **RIVIERA BELLA PHASE 7 & 8A:** | | | |
| 105-3480-541-3400 | Riviera Bella 7 & 8A - Contracted Services @.77 + .60/unit | 106 | 110 | 106 |
| 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 | 11,948 | 10,756 |
| 105-3490-000-0000 | **SPRINGVIEW WOODS PH 1:** | | | |
| 105-3490-541-3400 | Springview Woods Ph 1 - Contracted Services @.77 + .60/ui | 65 | 67 | 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 | 8,013 | 7,213 |
| 105-3510-000-0000 | **RIVIERA BELLA PHASE 8B:** | | | |
| 105-3510-541-3400 | Riviera Bella 8B - Contracted Services @.77 + .60/unit | 61 | 63 | 61 |
| 105-3510-541-3700 | Riviera Bella 8B - Contract Administration | 660 | 660 | 660 |
| 105-3510-541-4300 | Riviera Bella 8B - Utilities | 5,981 | 5,981 | 5,394 |
| 105-3530-000-0000 | **SPRINGVIEW WOODS PH 3:** | | | |
| 105-3530-541-3400 | Springview Woods Ph 3 - Contracted Services @.77 + .60/ui | 65 | 67 | 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 | 8,589 | 7,779 |
| 105-3540-000-0000 | **SPRINGVIEW WOODS PH 4:** | | | |
| 105-3540-541-3400 | Springview Woods Ph 4 - Contracted Services @.77 + .60/ui | 64 | 66 | 63 |
| 105-3540-541-3700 | Springview Woods Ph 4 - Contract Administration | 680 | 675 | 675 |
| 105-3540-541-4300 | Springview Woods Ph 4 - Utilities | 3,497 | 3,497 | 2,883 |
| 105-3550-000-0000 | **RIVIERA BELLA PHASE 8C:** | | | |
| 105-3550-541-3400 | Riviera Bella 8C - Contracted Services @.77 + .60/unit | 61 | 63 | 61 |
| 105-3550-541-3700 | Riviera Bella 8C - Contract Administration | 840 | 835 | 835 |
| 105-3550-541-4300 | Riviera Bella 8C - Utilities | 7,683 | 7,683 | 6,909 |
| 105-3560-000-0000 | **RIVIERA BELLA PHASE 9A:** | | | |
| 105-3560-541-3400 | Riviera Bella 9A - Contracted Services @.77 + .60/unit | 65 | 67 | 65 |
| 105-3560-541-3700 | Riviera Bella 9A - Contract Administration | 610 | 601 | 602 |
| 105-3560-541-4300 | Riviera Bella 9A - Utilities | 5,275 | 5,275 | 3,129 |
| 105-3570-000-0000 | **RIVIERA BELLA PHASE 9B & 9C:** | | | |
| 105-3570-541-3400 | Riviera Bella 9B & 9C - Contracted Services @.77 + .60/unit | 138 | 142 | - |
| 105-3570-541-3700 | Riviera Bella 9B & 9C - Contract Administration | 1,160 | 1,160 | - |
| 105-3570-541-4300 | Riviera Bella 9B & 9C - Utilities | 9,905 | 9,905 | - |
| 105-9001-590-0000 | **RESERVES (9001):** | | | |
| 105-9001-590-9900 | Reserves | 465,344 | 400,763 | - |
| | | 1,003,558 | 938,805 | 473,599 |
| | Revenue Over/(Under) Expenditures | - | - | 47,701 |

# Fund 115 - Orlandia Heights Neighborhood Improvement District
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 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 | 114,047 |
| 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 | 41,234 | 25,000 | - |
| | | 153,809 | 137,575 | 114,047 |
| **Expenditures** | | | | |
| 115-0000-000-0000 | **SPECIAL REV - ORLANDIA HGTS** | | | |
| 115-4100-541-3000 | **OPERATING EXPENDTURES:** | | | |
| 115-4100-541-3100 | Orlandia Hgts - Professional Services | 3,000 | 2,000 | - |
| 115-4100-541-3400 | Orlandia Hgts - Contract Services | 23,000 | 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 | 4,500 | 5,796 |
| 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 | 250 | - |
| 115-4100-541-5100 | Orlandia Hgts - Office Supplies | 200 | 200 | - |
| 115-4100-541-5200 | Orlandia Hgts - Operating Supplies | 200 | 200 | 475 |
| 115-4100-541-5300 | Orlandia Hgts - Road Mat'ls & Supplies | 70,325 | 70,325 | 95,617 |
| 115-4100-541-5600 | Orlandia Hgts - Contingency | 10,000 | 10,000 | - |
| 115-9001-590-0000 | **RESERVES:** | | | |
| 115-9001-590-9900 | Reserves | 41,234 | 25,000 | - |
| | | 153,809 | 137,575 | 125,409 |
| | **Revenue Over/(Under) Expenditures** | - | - | (11,363) |

# Fund 120 - Stormwater Management
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 120-0000-000-0000 | **SPECIAL REV - STORMWATER** | | | |
| 120-3200-325-2000 | Stormwater Assessment | 1,860,000 | 1,810,000 | 1,810,127 |
| 120-3300-334-3000 | Grant - State - Physical Environment | - | - | - |
| 120-3300-337-3000 | Grant - Local Govt - Physical Envir | - | - | 10,243 |
| 120-3800-000-0000 | **OTHER SOURCES:** | | | |
| 120-3800-381-0001 | Transfer In - GF | 350,000 | - | - |
| 120-3200-325-2100 | Stormwater Assessment - Non Tax | - | - | 7,707 |
| 120-3600-361-1000 | Interest Income | - | - | 65,529 |
| 120-3600-369-9000 | Miscellaneous Revenues | - | - | - |
| 120-3800-389-9000 | Prior Year Carry Forward | 670,132 | 1,837,127 | - |
| | | 2,880,132 | 3,647,127 | 1,893,606 |

# Fund 120 - Stormwater Management
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 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 | 3,172 |
| 120-3800-538-0000 | **STORMWATER MGT & FLOOD CONTROL:** | | | |
| 120-3800-538-1000 | **PERSONNEL COSTS:** | | | |
| 120-3800-538-1200 | Salaries and Wages | 395,519 | 361,439 | 314,417 |
| 120-3800-538-1400 | Overtime | 15,000 | 10,000 | 14,329 |
| 120-3800-538-1600 | Compensated Personal Leave | - | - | 25,873 |
| 120-3800-538-2100 | FICA | 31,405 | 28,415 | 26,102 |
| 120-3800-538-2200 | Retirement | 41,052 | 37,144 | 35,462 |
| 120-3800-538-2301 | Life & Health Insurance | 95,679 | 97,019 | 73,551 |
| 120-3800-538-2400 | Workers Comp | 27,777 | 23,394 | 29,720 |
| 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 | 3,298 |
| 120-3800-538-3107 | Mgt & Flood - CEI/Inspection Services | 10,000 | 10,000 | - |
| 120-3800-538-3400 | Mgt & Flood - Contract Svcs | 15,000 | 16,000 | 13,484 |
| 120-3800-538-3420 | Mgt & Flood - Mandatory Lake Monitoring | 70,000 | 70,000 | 42,309 |
| 120-3800-538-4000 | Mgt & Flood - Travel and Per Diem | 500 | 300 | 2,510 |
| 120-3800-538-4100 | Mgt & Flood - Communications, Telephone | 7,000 | 12,000 | 2,899 |
| 120-3800-538-4300 | Mgt & Flood - Utility Services | 20,000 | 15,000 | 18,684 |
| 120-3800-538-4430 | Mgt & Flood - Equipment Rentals | 20,000 | 7,000 | 17,765 |
| 120-3800-538-4610 | Mgt & Flood - R & M Projects | 100,000 | 250,000 | 86,644 |
| 120-3800-538-4660 | Mgt & Flood - Maintenance - Equipment | 44,958 | 27,500 | 34,063 |
| 120-3800-538-4900 | Mgt & Flood - Other Current Charges&Obli | 15,000 | 15,000 | 25 |
| 120-3800-538-5100 | Mgt & Flood - Office Supplies | 2,000 | 2,000 | 1,519 |
| 120-3800-538-5200 | Mgt & Flood - Operating Supplies | 25,000 | 20,165 | 20,762 |
| 120-3800-538-5205 | Mgt & Flood - Fuel | 22,000 | 22,000 | 11,586 |
| 120-3800-538-5400 | Mgt & Flood - Pubs, Subs & Memberships | 2,000 | 1,000 | 650 |
| 120-3800-538-5500 | Mgt & Flood - Training | 2,000 | 1,100 | 2,514 |
| 120-3800-538-6000 | **CAPITAL OUTLAYS:** | | | |
| 120-3800-538-6100 | Mgt & Flood - Land | - | 500,000 | 5,000 |
| 120-3800-538-6300 | Mgt & Flood - Infra Capital Projects | 470,000 | 500,000 | 76,502 |
| 120-3800-538-6400 | Mgt & Flood - Machinery and Equipment | - | - | 53,995 |
| 120-3800-538-7000 | **DEBT SERVICE:** | | | |
| 120-3800-538-7100 | Mgt & Flood - Debt Service Principal | 671,000 | 656,000 | 642,000 |
| 120-3800-538-7200 | Mgt & Flood - Debt Service Interest | 44,346 | 56,855 | 69,067 |
| 120-9002-581-9001 | Transfer Out to General Fund | - | - | - |
| 120-9001-590-9900 | Reserves | 700,396 | 875,296 | - |
| | | 2,880,132 | 3,647,127 | 1,627,902 |
| | **Revenue Over/(Under) Expenditures** | - | - | 265,705 |

# 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 | 15,000 | NAVA Tax Collector / Appraiser Fees |
| | | |
| **Total** | **$ 85,000** | |

-40

| Travel | Cost | Explanation |
|---|---|---|
| | | |
| TBD | $ 500 | Stormwater Certifications |
| | | |
| **Total** | **$ 500** | |

-41

| Communications | Cost | Explanation |
|---|---|---|
| | | |
| Cell Phones | $ 1,250 | Verizon Wireless |
| Internet Service | 5,750 | |
| | | |
| **Total** | **$ 7,000** | |

-43

| Utilities | Cost | Explanation |
|---|---|---|
| | | |
| Electricity | $ 20,000 | Pumps |
| | | |
| **Total** | **$ 20,000** | |

# OPERATING EXPENSE DETAIL

**Fund 120 - STORMWATER** **Stormwater** **3700 / 3800**

-44

| Rentals | Cost | Explanation |
|---|---|---|
| | | |
| Equipment | $ 20,000 | |
| | | |
| **Total** | **$ 20,000** | |

-46

| Repairs & Maintenance | Cost | Explanation |
|---|---|---|
| | | |
| Infrastructure | $ 100,000 | Pipe replacement, flume repairs, restoration |
| Equipment Maint | 44,958 | |
| | | |
| **Total** | **$ 144,958** | |

-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 | $ 25,000 | Risers, bricks, riprap, concrete, uniforms |
| Fuel | 22,000 | Vehicles and mowers |
| | | |
| **Total** | **$ 47,000** | |

# OPERATING EXPENSE DETAIL

**Fund 120 - STORMWATER** **Stormwater** **3700 / 3800**

-54

| Memberships/Dues | Cost | Explanation |
|---|---|---|
| | | |
| Florida Stormwater Assoc | $ 2,000 | |
| | | |
| **Total** | **$ 2,000** | |

-55

| Training | Cost | Explanation |
|---|---|---|
| | | |
| Staff TBD | $ 2,000 | Stormwater Certifications |
| | | |
| **Total** | **$ 2,000** | |

-63

| Capital - Infrastructure | Cost | Explanation |
|---|---|---|
| | | |
| Engineered Projects | $ 250,000 | |
| James Pond Pump Station | 220,000 | |
| | | |
| **Total** | **$ 470,000** | |

-71

| Debt Service - Principal | Cost | Explanation |
|---|---|---|
| | | |
| Stormwater Bond Series 2012 | $ 350,000 | |
| Stormwater Bond Series 2021 | 321,000 | |
| | | |
| **Total** | **$ 671,000** | |

-72

| Debt Service - Interest | Cost | Explanation |
|---|---|---|
| | | |
| Stormwater Bond Series 2012 | $ 20,854 | |
| Stormwater Bond Series 2021 | 23,492 | |
| | | |
| **Total** | **$ 44,346** | |

# City of DeBary
# Stormwater Fund - Capital Summary
# FY 25 Budget

| Description | Account # | Amount | Totals |
|---|---|---|---|
| Engineered Projects | | 250,000 | |
| James Pond Pump Station | | 220,000 | |
| Total Stormwater Fund - Infrastructure | 120-3800-538-6300 | | 470,000 |
| Total Stormwater Fund Capital Requests | | | 470,000 |

# Fund 121 - Tree Preservation
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 121-0000-000-0000 | **SPECIAL REV - TREE TRUST** | | | |
| 121-3300-331-9000 | Federal Grant - Other | - | - | - |
| 121-3400-341-9200 | Tree - Planning Development | - | - | - |
| 121-3500-351-1500 | S/R - Code Enforcement F & F | - | - | 7,000 |
| 121-3600-361-1000 | Interest Income | - | - | - |
| 121-3600-366-0000 | S/R - Donations/Contributions | - | - | - |
| 121-3800-389-9000 | Prior Year Carry Forward | 18,088 | 20,000 | - |
| | | 18,088 | 20,000 | 7,000 |
| **Expenditures** | | | | |
| 121-0000-000-0000 | **SPECIAL REVENUE - TREE TRUST FUND** | | | |
| 121-3900-539-4644 | Tree Maintenance | - | - | 3,450 |
| 121-3900-539-5250 | Garden & Nursery Supplies | 15,000 | 15,000 | - |
| 121-9000-590-6200 | Buildings | - | - | - |
| 121-9000-590-6300 | Infrastructure | - | - | - |
| 121-9002-581-9001 | Transfer Out to General Fund | - | - | - |
| 121-9001-590-9900 | Reserves | 3,088 | 5,000 | - |
| | | 18,088 | 20,000 | 3,450 |
| | **Revenue Over/(Under) Expenditures** | - | - | 3,550 |

# Fund 125 - Franchise Fees
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 125-0000-000-0000 | **SPECIAL REV - ELECTRIC/STR** | | | |
| 125-3200-323-1000 | Franchise Fees - Electric | 800,000 | 800,000 | 1,181,763 |
| 125-3200-323-4000 | Franchise Fees - Gas | 20,000 | 20,000 | 31,015 |
| 125-3600-369-0000 | Miscellaneous Income | - | - | - |
| 125-0000-000-0001 | Transfer In from General Fund | - | - | - |
| 125-3800-389-9000 | Prior Years Carry Forward | 824,625 | 1,269,209 | - |
| | | 1,644,625 | 2,089,209 | 1,212,778 |
| **Expenditures** | | | | |
| 125-0000-000-0000 | **SPECIAL REVENUE - ELECTRIC/STR** | | | |
| 125-4100-541-4300 | Pub Works Spc Rev - Utility Services | 30,000 | 30,000 | 12,187 |
| 125-4100-541-4301 | Pub Works Spc Rev - Arterial Lighting | 180,000 | 180,000 | 149,341 |
| 125-4100-541-4302 | Pub Works Spc Rev - Traffic Signal Utili | 4,000 | 4,000 | 3,961 |
| 125-4100-541-4641 | Pub Works Spc Rev - Sidewalk Maintenance | 50,000 | 50,000 | 2,405 |
| 125-4100-541-6000 | **CAPITAL OUTLAYS:** | | | |
| 125-4100-541-6300 | Franchise - Infrastructure - Sidewalks | 100,000 | 100,000 | 107,990 |
| 125-9001-590-9900 | Reserves | 680,625 | 396,394 | - |
| 125-9002-581-9312 | Transfer Out to FT FL RD Improvement | - | 700,000 | - |
| 125-9002-581-9001 | Transfer Out to General Fund | 600,000 | 628,815 | 652,664 |
| 125-9002-581-9130 | Transfer Out to Econ Opp Fund | - | - | - |
| | | 1,644,625 | 2,089,209 | 928,547 |
| | **Revenue Over/(Under) Expenditures** | - | - | 284,231 |

# Fund 126 - Local Option Gas Tax
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 126-0000-000-0000 | **SPECIAL REV - NLOGT** | | | |
| 126-3100-312-4200 | New Local Option Gas Tax | 297,755 | 235,293 | 251,818 |
| 126-3600-369-9000 | Miscellaneous Revenues | - | - | - |
| 126-3800-389-9000 | Prior Years Carry Forward | 263,176 | 800,000 | - |
| | | 560,931 | 1,035,293 | 251,818 |
| **Expenditures** | | | | |
| 126-0000-000-0000 | **SPECIAL REV - NEW LOCAL OPTION GAS TAX** | | | |
| 126-4100-541-4623 | Road Resurfacing | 447,755 | - | - |
| 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 | 113,176 | 275,293 | - |
| | | 560,931 | 1,035,293 | - |
| | **Revenue Over/(Under) Expenditures** | - | - | 251,818 |

# Fund 127 - Southwest Sector Mobility Fee Trust Fund
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 127-3200-324-3100 | Impact Fees - Mobility Residential | 300,000 | 200,000 | 397,990 |
| 127-3200-324-3200 | Impact Fees - Mobility Commercial | - | - | - |
| 127-3600-361-1000 | Interest Income | 50 | 50 | 22,561 |
| 127-3600-369-9000 | Miscellaneous Revenue | - | - | - |
| 127-3800-389-9000 | Prior Year Carry Forward | 293,039 | 642,393 | - |
| | | 593,089 | 842,443 | 420,551 |
| **Expenditures** | | | | |
| 127-4100-541-6300 | Infrastructure - Mobility | - | - | 65,905 |
| 127-4100-541-4900 | Other Current Chg & Oblig - Mobility Fee Credits | 500,000 | - | - |
| 127-9002-581-9312 | Transfer to FT FL RD Improvement | - | 700,000 | - |
| 127-9001-590-9900 | Reserves | 93,089 | 142,443 | - |
| | | 593,089 | 842,443 | 65,905 |
| | **Revenue Over/(Under) Expenditures** | - | - | 354,646 |

# Fund 128 - Park Benefit Impact Fee
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 128-0000-000-0000 | **TRUST FUND - PARKS BENEFIT:** | | | |
| 128-3200-324-6100 | Impact Fees - Rec Residential | 100,000 | 100,000 | 129,284 |
| 128-3200-324-6200 | Impact Fees - Rec Commercial | - | - | - |
| 128-3600-361-1000 | Interest Income | - | - | 13,413 |
| 128-3800-389-9000 | Prior Year Carry Forward | 258,986 | 288,085 | |
| | | 358,986 | 388,085 | 142,697 |
| **Expenditures** | | | | |
| 128-7201-572-4900 | Other Current Chgs - Parks Impact Fee Credits | 100,000 | 100,000 | 24,596 |
| 128-7201-572-6300 | Parks - Infrastructure | 150,000 | 100,000 | 96,000 |
| 128-9001-590-9900 | Reserves | 108,986 | 188,085 | - |
| 128-9002-581-9001 | Transfer Out to General Fund | - | - | - |
| | | 358,986 | 388,085 | 120,596 |
| | **Revenue Over/(Under) Expenditures** | - | - | 22,102 |

# Fund 129 - Public Buildings Benefit Impact Fee
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 129-0000-000-0000 | **TRUST FUND - PUBLIC BUILDINGS:** | | | |
| 129-3200-324-7100 | Impact Fees - Public Bldg Re | 45,000 | 45,000 | 46,124 |
| 129-3200-324-7200 | Impact Fees - PB Commercial | 5,000 | 5,000 | 3,733 |
| 129-3600-361-1000 | Interest Income | - | - | 3,827 |
| 129-3800-389-9000 | Prior Year Carry Forward | 59,978 | 151,294 | |
| | | 109,978 | 201,294 | 53,684 |
| **Expenditures** | | | | |
| 129-9001-590-9900 | Reserves | 9,978 | 51,294 | - |
| 129-1900-519-6200 | General Gov't - Buildings | 100,000 | - | - |
| 129-1900-519-6300 | General Gov't - Infrastructure | - | - | - |
| 129-9002-581-9311 | Transfer Out - Fire Station | - | 150,000 | - |
| | | 109,978 | 201,294 | - |
| | **Revenue Over/(Under) Expenditures** | - | - | 53,684 |

# Fund 130 - Economic Opportunity
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 130-3100-316-0000 | Business Tax Receipts - City | 32,000 | 32,000 | 28,441 |
| 130-3100-316-0010 | Business Tax Receipts - County | - | 21,331 | 21,199 |
| 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 | 173,948 | 131,169 | - |
| | | 205,948 | 184,500 | 49,640 |
| **Expenditures** | | | | |
| 130-5500-559-6100 | Economic Opportunity - Land | - | - | - |
| 130-9001-590-9900 | Reserves | 140,948 | 116,000 | - |
| 130-9002-581-9001 | Transfer to General Fund (15%) | 5,000 | 8,500 | 6,859 |
| 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 | - | - | - |
| | | 205,948 | 184,500 | 6,859 |
| | **Revenue Over/(Under) Expenditures** | - | - | 42,781 |

# Fund 210 - Debt Service FT FL Road Area SAD
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 210-0000-000-0000 | **Debt Svc - FT FL Rd Area SAD** | | | |
| 210-3200-325-1000 | Special Assessments - Capital Improvement | - | - | - |
| 210-3800-389-4000 | Donations - Other Sources | - | - | - |
| 210-3800-389-9000 | Prior Year Carry Forward | - | - | - |
| | | - | - | - |
| **Expenditures** | | | | |
| 210-3300-533-7000 | **DEBT SERVICE:** | | | |
| 210-3300-533-7100 | Debt Service Principal | - | - | 25,000 |
| 210-3300-533-7200 | Debt Service Interest | - | - | 209 |
| 210-9002-581-9001 | Transfer Out - General Fund | - | - | 493 |
| 210-9001-590-9900 | Reserves | - | - | - |
| | | - | - | 25,702 |
| | **Revenue Over/(Under) Expenditures** | - | - | (25,702) |

# Fund 211 - Debt Service Fire Station
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 211-0000-000-0000 | **Debt Svc - Fire Station** | | | |
| 211-3800-381-0001 | Transfer In - GF | - | - | 50,478 |
| 211-3800-381-0311 | Transfer In - Fire Station | - | - | - |
| 211-3800-384-0000 | Loan Proceeds | - | - | - |
| 211-3800-389-9000 | Prior Year Carry Forward | - | - | - |
| | | - | - | 50,478 |
| **Expenditures** | | | | |
| 211-3300-522-7000 | **DEBT SERVICE:** | | | |
| 211-2200-522-7100 | Debt Service Principal | - | - | 298,000 |
| 211-2200-522-7200 | Debt Service Interest | - | - | 2,444 |
| 211-2200-522-7300 | Other Debt Service Costs | - | - | - |
| 211-9001-590-9900 | Reserves | - | - | - |
| | | - | - | 300,444 |
| | **Revenue Over/(Under) Expenditures** | - | - | (249,965) |

# Fund 300 - ARPA Capital Projects
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 300-3300-000-0000 | **INTERGOVERNMENTAL REV:** | | | |
| 300-3300-331-3610 | Grant - Federal - ARPA | - | - | 670,687 |
| 300-3600-369-9000 | Miscellaneous Revenues | - | - | - |
| 300-3800-389-9000 | Prior Years Carry Forward | 192,252 | 2,800,000 | - |
| | | 192,252 | 2,800,000 | 670,687 |
| **Expenditures** | | | | |
| 300-1900-519-3200 | Accounting & Auditing | - | - | 3,870 |
| 300-3800-538-6100 | Stormwater - Land | - | - | 34,825 |
| 300-3800-538-6300 | Stormwater - Infrastructure | 192,252 | 200,000 | 751,072 |
| 300-4100-541-6300 | Transportation - Infrastructure | - | - | 822,202 |
| 300-7201-572-6100 | Parks & Recreation - Land | - | - | 3,563,825 |
| 300-9000-590-6100 | Public Works - Infrastructure | - | - | - |
| 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 | - | - | - |
| | | 192,252 | 2,800,000 | 5,175,794 |
| | **Revenue Over/(Under) Expenditures** | - | - | (4,505,107) |

# Fund 310 - FT FL Rd Bridge
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 Actual |
|---|---|---|---|---|
| **Revenues** | | | | |
| 310-0000-000-0000 | **FT FL RD Bridge** | | | |
| 310-3300-334-4900 | Grant - State - Other Transportation | 900,000 | 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 | 900,000 | - | - |
| | | 1,800,000 | 2,000,000 | - |
| **Expenditures** | | | | |
| 310-9330-533-4900 | Water Svcs - Other Current Charges | - | - | - |
| 310-4100-541-6300 | Transportation - Infrastructure | 1,800,000 | 2,000,000 | - |
| 310-9001-590-9900 | Reserves | - | - | - |
| | | 1,800,000 | 2,000,000 | - |
| | **Revenue Over/(Under) Expenditures** | - | - | - |

# Fund 311 - Fire Station
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 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 | 1,000,000 | 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 | 4,000,000 | - | - |
| | | 5,000,000 | 5,150,000 | - |
| **Expenditures** | | | | |
| 311-2200-522-6200 | Fire Control - Buildings | 5,000,000 | 5,150,000 | - |
| 311-2220-522-6400 | Machinery & Equipt | - | - | - |
| 311-9001-590-9900 | Reserves | - | - | - |
| 311-9002-581-9211 | Transfer to Debt Svc - Fire Station | - | - | - |
| | | 5,000,000 | 5,150,000 | - |
| | **Revenue Over/(Under) Expenditures** | - | - | - |

# Fund 312 - FT FL Rd Improvement Fund
# FY 25 Budget

| Account Number | Account Description | FY25 Tentative | FY24 Adopted | FY23 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 | 500,000 | - | - |
| | | 500,000 | 2,500,000 | - |
| **Expenditures** | | | | |
| 312-4100-541-6300 | Transportation - Infrastructure | 500,000 | 2,500,000 | - |
| 312-4100-541-4900 | Transportation - Other Current Charges | - | | 21,079 |
| 312-9001-590-9900 | Reserves | - | - | - |
| 312-9002-581-9001 | Transfer Out to General Fund | - | - | 6,163 |
| | | 500,000 | 2,500,000 | 27,242 |
| | **Revenue Over/(Under) Expenditures** | - | - | (27,242) |

City of DeBary
Personnel Services Budget
Plan for FY 2025

| Title | Full Time Part Time | Budget FY25 Annual Rate | FICA | WC Premium | Retirement | Insurance Benefits | Budget FY25 Total Compensation |
|---|---|---|---|---|---|---|---|
| **1100-Council** | | | | | | | |
| Mayor | Elected | 11,470 | 877 | 20 | | | 12,367 |
| Vice Mayor | Elected | 9,319 | 713 | 16 | | | 10,048 |
| Councilmember | Elected | 9,319 | 713 | 16 | | | 10,048 |
| Councilmember | Elected | 9,319 | 713 | 16 | | | 10,048 |
| Councilmember | Elected | 9,319 | 713 | 16 | | | 10,048 |
| **Department Total** | | 48,748 | 3,729 | 84 | | | 52,561 |
| **1200-City Manager** | | | | | | | |
| City Manager | FT | 200,492 | 15,338 | 346 | 20,049 | 18,591 | 254,816 |
| HR Director | FT | 113,847 | 8,709 | 196 | 11,385 | 17,762 | 151,900 |
| City Clerk | FT | 88,501 | 6,770 | 153 | 8,850 | 13,949 | 118,223 |
| Communications Specialist II | FT | 54,971 | 4,205 | 95 | 5,497 | 13,626 | 78,395 |
| Communications Specialist | FT | 49,970 | 3,823 | 86 | 4,997 | 13,576 | 72,452 |
| Community Engagement & Comms Director | FT | 108,426 | 8,295 | 187 | 10,843 | 14,071 | 141,821 |
| Communications Manager | FT | 60,639 | 4,639 | 105 | 6,064 | 13,669 | 85,115 |
| **Department Total** | | 676,846 | 51,779 | 1,168 | 67,685 | 105,245 | 902,722 |
| **1300-Finance Department** | | | | | | | |
| Finance Director | FT | 137,784 | 10,541 | 238 | 13,778 | 17,355 | 179,696 |
| Budget/Purchasing Manager | FT | 77,288 | 5,913 | 133 | 7,729 | 13,855 | 104,918 |
| Senior Accountant | FT | 63,592 | 4,865 | 110 | 6,359 | 17,422 | 92,347 |
| Deputy Finance Director | FT | 89,560 | 6,851 | 154 | 8,956 | 13,956 | 119,477 |
| Part Time Permanent Accountant | PTP | 46,375 | 3,548 | 80 | | - | 50,003 |
| **Department Total** | | 414,599 | 31,717 | 715 | 36,822 | 62,587 | 546,441 |
| **2402-Zoning & Code Compliance** | | | | | | | |
| Planner | FT 35% | 20,837 | 1,594 | 36 | 2,084 | 4,778 | 29,328 |
| Neighborhood Improvement Officer | FT | 58,073 | 4,443 | 1,630 | 5,807 | 13,649 | 83,600 |
| Senior Planner | FT 20% | 13,042 | 998 | 22 | 1,304 | 2,736 | 18,103 |
| **Department Total** | | 91,952 | 7,034 | 1,688 | 9,195 | 21,162 | 131,032 |

City of DeBary
Personnel Services Budget
Plan for FY 2025

| Title | Full Time Part Time | Budget FY25 Annual Rate | FICA | WC Premium | Retirement | Insurance Benefits | Budget FY25 Total Compensation |
|---|---|---|---|---|---|---|---|
| **1500-Growth Mgt** | | | | | | | |
| Growth Management Director | FT | 108,426 | 8,295 | 187 | 10,843 | 14,071 | 141,821 |
| Senior Planner | FT | 66,703 | 5,103 | 115 | 6,670 | 13,740 | 92,331 |
| Planner | FT 65% | 38,697 | 2,960 | 67 | 3,870 | 8,871 | 54,465 |
| Senior Planner | FT 80% | 52,170 | 3,991 | 90 | 5,217 | 10,944 | 72,412 |
| **Department Total** | | 265,996 | 20,349 | 459 | 26,600 | 47,626 | 361,029 |
| | | | | | | | |
| **1510-Engineering** | | | | | | | |
| Senior Engineer | FT 60% | 78,854 | 6,032 | 136 | 7,885 | 10,427 | 103,334 |
| Engineer | FT | 80,325 | 6,145 | 139 | 8,033 | 14,075 | 108,716 |
| **Department Total** | | 159,179 | 12,177 | 275 | 15,918 | 24,502 | 212,050 |
| | | | | | | | |
| **1910-Information Tech** | | | | | | | |
| I.T. Director / Records Manager | FT | 108,426 | 8,295 | 187 | 10,843 | 19,332 | 147,082 |
| I.T. Specialist | FT | 54,054 | 4,135 | 93 | 5,405 | 13,645 | 77,333 |
| **Department Total** | | 162,480 | 12,430 | 280 | 16,248 | 32,977 | 224,415 |
| | | | | | | | |
| **4100-Public Works** | | | | | | | |
| PW/Stormwater Director | FT 50% | 51,097 | 3,909 | 1,434 | 5,110 | 6,932 | 68,481 |
| PW/Stormwater Superintendent | FT 50% | 32,219 | 2,465 | 3,153 | 3,222 | 6,897 | 47,956 |
| PW/Stormwater Program Coordinator | FT 50% | 24,024 | 1,838 | 41 | 2,402 | 6,788 | 35,094 |
| PW Crew Chief | FT | 53,377 | 4,083 | 5,224 | 5,338 | 13,718 | 81,740 |
| PW/ROW Maintenance Worker I | FT | 39,989 | 3,059 | 3,914 | 3,999 | 13,550 | 64,510 |
| PW/ROW Maintenance Worker I | FT | 38,569 | 2,951 | 3,775 | 3,857 | 13,521 | 62,673 |
| PW/ROW Maintenance Worker II | FT | 45,209 | 3,458 | 4,424 | 4,521 | 13,532 | 71,145 |
| PW/ROW Maintenance Worker I | FT | 39,989 | 3,059 | 3,914 | 3,999 | 13,521 | 64,482 |
| PW/ROW Maintenance Worker III | FT | 51,804 | 3,963 | 5,070 | 5,180 | 16,828 | 82,846 |
| PW/ROW Maintenance Worker II | FT | 44,488 | 3,403 | 4,354 | 4,449 | 13,683 | 70,377 |
| OT & On-Call | | 15,000 | 1,148 | - | 1,500 | | 17,648 |
| **Department Total** | | 435,766 | 33,336 | 35,302 | 43,577 | 118,971 | 666,951 |

City of DeBary
Personnel Services Budget
Plan for FY 2025

| Title | Full Time Part Time | Budget FY25 Annual Rate | FICA | WC Premium | Retirement | Insurance Benefits | Budget FY25 Total Compensation |
|---|---|---|---|---|---|---|---|
| **7201-Parks & Recreation** | | | | | | | |
| Parks & Rec Director | FT | 108,426 | 8,295 | 187 | 10,843 | 14,071 | 141,821 |
| Recreation Manager | FT | 72,479 | 5,545 | 125 | 7,248 | 13,760 | 99,156 |
| Recreation Supervisor | FT | 52,438 | 4,011 | 90 | 5,244 | 13,784 | 75,567 |
| Parks Superintendent | FT | 85,921 | 6,573 | 3,350 | 8,592 | 13,893 | 118,329 |
| Progam Coordinator | FT | 43,680 | 3,342 | 75 | 4,368 | 13,609 | 65,074 |
| Parks Crew Chief | FT | 55,976 | 4,282 | 2,182 | 5,598 | 17,332 | 85,370 |
| Parks Maintenance Worker I | FT | 48,179 | 3,686 | 1,878 | 4,818 | 13,798 | 72,359 |
| Parks Maintenance Worker I | FT | 38,744 | 2,964 | 1,510 | 3,874 | 13,574 | 60,667 |
| Parks Maintenance Worker I | FT | 40,426 | 3,093 | 1,576 | 4,043 | 13,515 | 62,652 |
| Parks Maintenance Worker I | FT | 36,342 | 2,780 | 1,417 | 3,634 | 13,580 | 57,753 |
| Parks Maintenance Worker I | FT | 38,744 | 2,964 | 1,510 | 3,874 | 16,721 | 63,813 |
| Parks Maintenance Worker III | FT | 53,377 | 4,083 | 2,081 | 5,338 | 13,618 | 78,497 |
| OT & On-Call | | 19,500 | 1,492 | - | 1,950 | | 22,942 |
| Summer Camp | | 78,000 | 5,967 | 3,041 | | | 87,008 |
| Recreation Aids | | 9,000 | 689 | 351 | | | 10,039 |
| **Department Total** | | 781,232 | 59,764 | 19,374 | 69,423 | 171,254 | 1,101,047 |
| **General Fund 001 Total** | | 3,036,796 | 232,315 | 59,345 | 285,467 | 584,325 | 4,198,247 |
| **3800-Stormwater - Fund 120** | | | | | | | |
| PW/Stormwater Director | FT 50% | 51,097 | 3,909 | 1,434 | 5,110 | 6,932 | 68,481 |
| PW/Stormwater Superintendent | FT 50% | 32,219 | 2,465 | 3,153 | 3,222 | 6,897 | 47,956 |
| PW/Stormwater Program Coordinator | FT 50% | 24,024 | 1,838 | 41 | 2,402 | 6,788 | 35,094 |
| Engineer | FT 40% | 52,569 | 4,022 | 91 | 5,257 | 6,951 | 68,889 |
| PW/SW Crew Chief | FT | 54,622 | 4,179 | 5,346 | 5,462 | 13,652 | 83,260 |
| PW/SW Maintenance Worker II | FT | 47,611 | 3,642 | 4,659 | 4,761 | 13,586 | 74,260 |
| PW/SW Maintenance Worker II | FT | 48,878 | 3,739 | 4,783 | 4,888 | 13,605 | 75,893 |
| PW/SW Maintenance Worker I | FT | 36,342 | 2,780 | 3,557 | 3,634 | 13,663 | 59,976 |
| PW/SW Maintenance Worker II | FT | 48,157 | 3,684 | 4,713 | 4,816 | 13,605 | 74,975 |
| OT & On-Call | | 15,000 | 1,148 | - | 1,500 | | 17,648 |
| **Stormwater Fund 120 Total** | | 410,519 | 31,405 | 27,777 | 41,052 | 95,679 | 606,432 |
| **Total City Payroll** | | 3,447,315 | 263,720 | 87,122 | 326,519 | 680,003 | 4,804,679 |

City of DeBary
Outstanding Balance on Bonds as of 10/1/2024

| Due Date | Principal | Interest | Total |
|---|---|---|---|
| **Stormwater Assess Refund, Ser 2021** | | **1.408%** | |
| 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 |
| | 1,749,000.00 | 64,507.52 | 1,813,507.52 |
| **Stormwater Assess Refund, Ser 2012** | | **2.33%** | |
| 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 |
| | 1,070,000.00 | 37,746.00 | 1,107,746.00 |
| **Stormwater Total** | 2,819,000.00 | 102,253.52 | 2,921,253.52 |

**CITY COUNCIL MEETING**

August 07, 2024 at 6:30 PM

**City Council Chambers, 16 Colomba Rd.**

**DeBary, Florida 32713**

# MINUTES

**CALL TO ORDER:** Mayor Chasez called the meeting to order at 6:30 p.m.

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Kurt Ardaman, City Attorney; Steven Bapp, Growth Management Director; Joseph Barker, Sr. Planner; Eric Frankton, Information Technology Director; Kevin Hare, Construction Engineer; Annette Hatch, City Clerk; and, Richard Villaseñor, City Engineer.

**PUBLIC PARTICIPATION**: For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For 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.

Althea King addressed Council and distributed an invitation to the inaugural Women in the NAAACP Awards Luncheon, a copy of which is attached to these minutes.

Bryant Applegate addressed Council and distributed a request for two motions concerning the DeBary Plantation Homeowners Association, a copy of which is attached to these minutes.

**APPROVAL OF MINUTES:**

Motion by Vice-Mayor Butlien to approve the Regular City Council Meeting July 3, 2024, and the Special City Council Meeting July 17, 2024. Seconded by Council Member Stevenson. Motion passed unanimously.

**ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA:** None.

**CONSENT AGENDA:**

Staff is requesting City Council approve the Agreement Extending Insurance Brokerage Services Agreement with Brown and Brown of Florida, Inc. until August 31, 2025.

The Applicant, Invision Development, LLC, would like to extend their Final Site Plan Development Orders for 66 and 72 Spring Vista Drive.

City Manager is requesting City Council approve the Kimley-Horn IPO No. 23 post-service invoice for additional Topographic Survey and Geotechnical Boring services in the amount of $37,500 due to unforeseen conditions at Alexander Island.

City Manager is requesting City Council approve the renewal of the Team Volusia Cooperative Economic Development Agreement for fiscal year 2024-2025.

City Manager is requesting City Council approve the River to Sea Transportation Planning Organization FY2024-25 funding agreement in the amount of $2,375.00.

Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Sell. Motion passed unanimously.

**PUBLIC HEARINGS:**

Staff is requesting the City Council approve the second reading of Ordinance No. 08-2024, amending the text of the Comprehensive Plan (the Plan) Public Facilities Element to add Objective 7B.4 and policies therein, addressing the feasibility of providing sanitary sewer services to certain existing residential developments within a 10-year planning horizon.

City Attorney read the Ordinance title into the record.

Staff reviewed the Ordinance highlights and implementation.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the second reading of Ordinance No. 08-2024. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting the City Council approve the first reading of Ordinance No. 12-2024, amending the Comprehensive Plan's (the Plan) Future Land Use Element and Future Land Use Map (FLUM) to create new agricultural FLUM classifications and to reclassify certain properties.

City Attorney read the Ordinance title into the record.

Staff explained the purpose of the Ordinance was to remedy the inconsistencies between certain properties and their future land use classification. Classifications were reviewed.

No one addressed Council.

Motion by Council Member Pappalardo to approve the first reading of Ordinance No. 12-2024. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

Staff is requesting the City Council approve the first reading of Ordinance No. 13-2024, amending the Land Development Code (LDC) to update the Zoning/Future Land Use Compatibility Matrix in accordance with Ordinance No. 12-2024.

City Attorney read the Ordinance title into the record.

Staff explained the purpose of the Ordinance was to correct the inconsistencies in the Compatibility Matrix in the Land Development Code and add the new Future Land Use classifications created by Ordinance No. 12-2024, if adopted.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 13-2024. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting the City Council approve the first reading of Ordinance No. 01-2024, amending the Comprehensive Plan's (the Plan) Future Land Use element and Future Land Use Map (FLUM) to change the Future Land Use classification of certain properties to Southeast Mixed Use Area (SEMUA)/Transit Oriented Development (TOD) Overlay District and to provide for a TOD Transitional Area.

City Attorney read the Ordinance title into the record.

Staff reviewed the approved developments and uses of remaining land in the TOD and the density provisions. This would expand the TOD and create a transitional area compatible with the goals and objectives of the City's Comprehensive Plan.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 01-2024. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting the City Council approve the Resolution No. 2024-15, amending the Main Street DeBary Transit Oriented Development (TOD) Project Mixed Planned Unit Development (MPUD) to revise the deadline for the construction of Phase I and Phase II.

City Attorney read the Resolution title into the record.

Staff reviewed the Developer Agreement and stated the purpose was to extend the deadline for both phases for an additional 12 months.

No one addressed Council.

Motion by Council Member Pappalardo to approve Resolution No. 2024-15. Seconded by Council Member Sell. Motion passed unanimously.

**NEW BUSINESS:**

City Manager is requesting City Council approve the proposal from INLINER SOLUTIONS, LLC., of Sanford, Florida, for Pipe Lining Services.

Staff discussed the piggyback agreement and the pipelining services for Glen Abbey. Funding is available through a $750,000 grant from the State.

No one addressed Council.

Motion by Council Member Stevenson to approve the proposal from INLINER SOLUTIONS, LLC., for pipelining services. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

Staff is requesting City Council approve the Neel-Schaffer Proposal to provide post design services for DeBary Fire Station No. 39 in the amount of $107,253.00.

Staff stated the architectural engineering services to monitor for the conformance of the design intent of the construction plans and covered all aspects of the design.

No one addressed Council.

Motion by Council Member Pappalardo to approve the Neel-Schaffer Proposal to provide post design services for DeBary Fire Station No. 39 in the amount of $107,253.00, and authorize the City Manager to execute the agreement. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

**COUNCIL MEMBER REPORTS / COMMUNICATIONS:**

Member Reports/ Communications

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

**DATE OF UPCOMING MEETING / WORKSHOP:** Special City Council Meeting August 21, 2024, 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 7:43 p.m.

**APPROVED:**

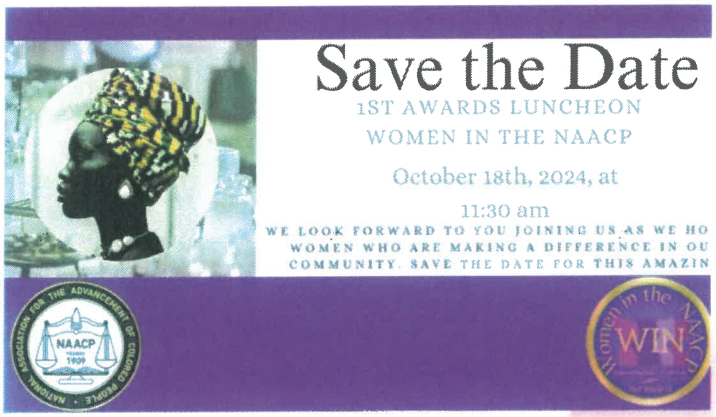
**CITY COUNCIL**
**CITY OF DEBARY, FLORIDA**

_____

**Karen Chasez, Mayor**

_____

**Annette Hatch, CMC, City Clerk**




We invite you to the inaugural W.I.N. (Women in the NAACP) Awards Luncheon. This special event will celebrate women's outstanding contributions and recognize their pivotal role in advocating for equality and justice within our community.

- **Event Details:**
- **Date: October 18, 2024**
- **Time: 11:30 AM**
- **Ticets:**

**$30 individual**

**$240 business with table advertisement**

- **Venue: Debary Country Club, 300 Plantation Club Dr, DeBary, FL 32713**
- **RSVP -August 15tth 2024**

**The purpose of WIN is:**

- to enhance the leadership role of women
- to serve as an advocacy vehicle for issues affecting women and children
- to advocate for the positive development of children
- to support the ongoing work of the NAACP and its units, primarily civil and cultural activities, to enhance membership.
- We aim to empower young women within our communities,
- assist women, and drive collective thinking within women who want real change.
- Help support single mothers to go back to school or attend a college or a technical school to support their children and families.

Sponsorship & ticket

NAACP Website

I would like to make a Motion that the City Manager place on the September agenda, a 45-minute presentation and discussion in order that the Association can present its side on the dispute over stormwater pipes.

I would like to make a Motion that the City Manager on behalf of the City, agree to abate for 90 days the appeal filed by the Association of the Code Enforcement Magistrate's rulings; and that on behalf of the City, that city manager will enter into good faith negotiations with representatives of the Association without attorneys being present.

**SPECIAL CITY COUNCIL MEETING**

August 21, 2024 at 6:30 PM

**City Council Chambers, 16 Colomba Rd.**

**DeBary, Florida 32713**

# MINUTES

**CALL TO ORDER:** Mayor Chasez called the meeting to order at 6:30 p.m.

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, Council Members Pappalardo and Sell are present. Council Member Stevenson; absent.

Others present: Carmen Rosamonda, City Manager; Annette Hatch, City Clerk; and, David Rodriguez, Information Technology Technician.

**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):** None.

**NEW BUSINESS:**

City Manager is requesting City Council approve the Commitment to Fund the City of DeLand Bridge Initiative for another 5 years.

City Manager briefly reviewed the history of The Bridge Initiative and the resources it provides.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the commitment to fund the Bridge Initiative for another five years. Seconded by Council Member Pappalardo. Motion passed unanimously.

City Manager is requesting City Council discuss and provide further guidance on the Fiscal Year 2024-25 Budget.

City Manager reviewed the increases in operational costs, law enforcement services, fire services, the new fire station construction, ongoing major projects, and operational expenses. Two options for the proposed ad valorem rate were presented, in addition to voting criteria based on Florida Statutes for each rate.

No one addressed Council.

Lengthy discussion by Council regarding the budget information presented, including the ad valorem rate and voting requirements, ensued.

**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 September 4, 2024, 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 8:12 p.m.

**APPROVED:**

**CITY COUNCIL**
**CITY OF DEBARY, FLORIDA**

_____

**Karen Chasez, Mayor**

_____

**Annette Hatch, CMC, City Clerk**

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | |
|---|---|
| **Subject:** Cybersecurity Capability Renewal<br><br>**From:** Carmen Rosamonda, City Manager<br><br>**Meeting Hearing Date** Sept. 4, 2024 | **Attachments:**<br>**( ) Ordinance**<br>**( ) Resolution**<br>**(X) Supporting Documents/ Contracts**<br>**( ) Other** |

**REQUEST**

City Manager requests Council approval to sign a three year renewal term on licensing agreement with a yearly cost of $15,886.00

**PURPOSE**

Lock in a lower price for a Cybersecurity Capability that the City uses each year.

**CONSIDERATIONS**

- The current renewal price for FY 24-25 is $17,235.00 and will increase each year that the price is not locked in.
- FY 23-24's cost was $14,987.00.
- We have an opportunity to lower the price by executing a 3-year agreement for $15,886.00 annually.
- This lock in price will save an estimated $4,000.00 to $5,000.00 over the three-years.

**COST/FUNDING**

The renewal funding of $17,235.00 for FY 24-25 is included in the proposed FY 24-25 budget.

**RECOMMENDATION**

It is recommended the City Council authorize the City Manager to execute the agreement for a three-year renewal term with a yearly cost of $15,886.00, and a total three year cost of $47,658.00.

**IMPLEMENTATION**

All implementation needed is included.

**ATTACHMENTS**

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | |
|---|---|
| **Subject:** Multi-Function Printer (MFP) Agreement<br><br>**From:** Carmen Rosamonda, City Manager<br><br>**Meeting Hearing Date** Sept. 4, 2024 | **Attachments:**<br>**( ) Ordinance**<br>**( ) Resolution**<br>**(X) Supporting Documents/ Contracts**<br>**( ) Other** |

**REQUEST**

City Manager requests Council approval to sign a three-year renewal term from Konica Minolta agreement with a monthly lease cost of $213.82 per unit and a service cost of $240.00 per unit totaling $10,891.68 annually for two leased Multi-Function Printer (MFP) units.

**PURPOSE**

Obtain two newer MFP units for handle the City's needs.

**CONSIDERATIONS**

- Our current MFP units are four years old and are reaching their end of life.
- These MFP units are critical for our daily operation.
- The new three-year lease will provide new, up to date MFP units.
- The new lease will provide Konica 451i which specs are compatible with our current MFP units.
- The Konica 451i adds more security features for our growing needs.
- Konica has a history excellent customer service and support.
- A 3-year lease vs. a 4-year lease should help prevent "old age down time".
- Konica units will cut down on the learning curve for staff and ensure seamless transition.
- Service includes unlimited color and B&W copies and prints.
- Service includes all parts, service calls, toner, and other supplies.

**COST/FUNDING**

Funding for Multi-Function Printers is included in the proposed FY 24-25 budget.

**RECOMMENDATION**

It is recommended the City Council authorize the City Manager to execute the Konica Minolta Proposal for two Multi-Function Printers with service option 1 for $10,891.68 annually (three-year total $32,675.04)

**IMPLEMENTATION**

Delivery, setup, installation and training is included. Pick up at end of lease in included.

**ATTACHMENTS**

Proposal for City of DeBary.PDF
Copiers.PDF

**Quote prepared: 7/9/24**

**Proposal For:**

**City of DeBary**
**Mike Jones**
**MJones@DeBary.org**
**386-601-0222**

**Konica Minolta Business Solutions U.S.A, Inc.**
**100 Williams Drive**
**Ramsey, NJ 07446**

**State of Florida Contract 140597 & 44000000-NASPO-19-ACS**

**Equipment**

Konica Minolta Bizhub C451i
Paper Feed Cabinet
50 Sheet Stapling Finisher
Finisher Relay Unit
2-3 Hole Punch Kit
Fax Capability
Power Filter 120V/15A

**36 Month Lease at $213.82 per MFP**

- Includes Delivery, Set Up, Installation, and Training
- Includes Pick Up at End of Lease

**Option 1 Service**
**$240 Month Per MFP – Includes Unlimited Color and B&W Copies and Prints**

- All Parts, All On Site Service Calls and All Supplies included. Even Staples!
- Four Hour Response Time
- Automatic Toner Replacement
- Extra Toner for Each Copier
- No Meter Reads Required
- No Overage Charges
- Includes bizhub SECURE Platinum

**Option 2 Service**
**Color cost per copy at .042**
**B&W cost per copy at .0055**

- All Parts, All On Site Service Calls and All Supplies included. Even Staples!
- Four Hour Response Time
- Automatic Toner Replacement
- Extra Toner for Each Copier
- Automatic Meter Reads Required
- No Overage Charges

Laura Welborn
2300 Maitland Center Pkwy, Maitland, FL .32751
321.377.8710
lwelborn@kmbs.konicaminolta.us

| | | | CURRENT KONICA | | RICOH | | SHARP | | KONICA | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | C450i | COST PER MONTH | 4510 | COST PER MONTH | BP-70C45 | COST PER MONTH | 451i | OPT 2COST PER MONTH | OPT 1COST PER MONTH |
| LEASE PAYMENT - MONTHLY (48) | | | 153.47 | 306.94 | | | | | | | |
| LEASE PAYMENT - MONTHLY (36) | | | | | 198.74 | 397.48 | 209.47 | 418.94 | 213.82 | 427.64 | 427.64 |
| B/W COPIES | | | $0.00458 | | $ 0.006 | | 0.0061 | | $0.00550 | | |
| COLOR COPIES | | | $0.03927 | | $ 0.030 | | 0.0459 | | $0.04200 | | |
| | 44 Months | Per Month | | | | | | | | | |
| B/W METER (both) | 380,257 | 8,642 | | $ 40 | | $ 52 | | $ 53 | | $ 48 | $ 480 |
| COLOR METER (both) | 425,242 | 9,665 | | $ 380 | | $ 290 | | $ 444 | | $ 406 | $ - |
| | | | | 726.05 | | 739.27 | | 915.26 | | 881.08 | 907.64 |
| COPY SPEED ppm | | | 45 | | 45 | | 45 | | 45 | | |
| SCAN SPEED ipm | | | 140/280 | | 150/300 | | 280 | | 140/280 | | |
| DOC FEEDER | | | 300 | | 220 | | 300 | | 300 | | |

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | | |
|---|---|---|
| **Subject:** | SunRail to Coast to Coast Trail Segment 2 Connector Trail Project. | **Attachments:** |
| **From:** | Richard Villaseñor, City Engineer | **( ) Ordinance** |
| | | **( ) Resolution** |
| | | **(X) Supporting Documents/ Contracts** |
| **Meeting Hearing Date** | September 4, 2024 | **( ) Other** |

**REQUEST**

Staff is requesting City Council approve the Trail Agreement with Duke Energy Florida, LLC for Duke to formally approve and allow the start of the trail construction through their power transmission easement.

**PURPOSE**

Duke Energy's approval process involves an executed agreement for improvements through Duke property or easements.

**CONSIDERATIONS**

- Duke has tentatively approved the trail construction plans as of June 2023, and is only pending this agreement.
- All other permits are in hand and contractor ready to begin.
- This agreement clarifies responsibilities and concerns for safety typical of any improvements through power transmission easements.
- This agreement has also been shared with the land owner, Volusia County, who did not have to take part in this agreement and who has already issued their construction permit approval.

**COST/FUNDING**

There is no cost for this approval.

**RECOMMENDATION**

It is recommended that the City Council approve and execute this Trail Agreement so that Duke Energy can formally provide construction approval through their power transmission easement.

**IMPLEMENTATION**

Upon Council approval, this agreement will go back to Duke Energy to complete the signatures and to record the document at the County Clerk's office. Construction preparations will commence concurrently.

**ATTACHMENTS**

Trail Agreement; Exhibits

# TRAIL AGREEMENT

THIS TRAIL AGREEMENT (hereinafter referred to as "AGREEMENT"), made this ____ day of _____ 2024 by and between DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company d/b/a Duke Energy (hereinafter referred to as "DUKE ENERGY"); and the City of DeBary, a Florida Municipal Corporation (hereinafter referred to as "CITY" and collectively with DUKE ENERGY as "PARTIES") for the CITY's construction and maintenance of a public multi-use trail.

**W I T N E S S E T H:**

WHEREAS, the CITY desires to construct, operate, and maintain an approximately 460-foot public multi-use trail from US-17/92 at the Fort Florida Road SunRail Station to the Coast-to-Coast Trail in the CITY (hereinafter referred to as "Trail"), as depicted within the "Overall Plan" of the Trail attached as **Exhibit A**, which "Overall Plan" is incorporated herein and made a part hereof; and

WHEREAS, COUNTY is the owner of the fee simple title to certain lands in the County of Volusia and the State of Florida as evidenced by deeds of conveyance appearing among the Public Records of County of Volusia, Florida (attached hereto as **Exhibit B** and hereinafter referred to as "COUNTY PROPERTY"); and

WHEREAS, DUKE ENERGY is the possessor and user of specific easement rights over, upon, and across COUNTY PROPERTY, serving as right-of-way corridors for DUKE ENERGY's network of electric transmission and distribution lines in the County of Volusia and State of Florida; and

WHEREAS, DUKE ENERGY's easements over COUNTY PROPERTY grant DUKE ENERGY the right to restrict any use of right-of-way corridors that is inconsistent with the safe and efficient construction, reconstruction, operation, or maintenance of DUKE ENERGY's existing or future facilities therein; and

WHEREAS, CITY desires to occupy and utilize a portion of said COUNTY PROPERTY and DUKE ENERGY Easement for the purposes of constructing and utilizing the Trail as generally shown in the construction plans dated November 11, 2023 (attached hereto as **Exhibit C**), which utilization shall not interfere with DUKE ENERGY's continued operation and maintenance of DUKE ENERGY's current and future high voltage electric transmission and distribution lines located thereon (hereinafter referred to as "CITY'S UTILIZATION"); and

WHEREAS, COUNTY has granted to the CITY a USE PERMIT approving desired occupancy and utilization, granting authority to construct the Trail within the DUKE ENERGY easement and COUNTY PROPERTY subject to permit Conditions and Stipulations (attached hereto as **Exhibit G** and hereinafter referred to as "COUNTY APPROVAL"); and

WHEREAS, this AGREEMENT is for the purpose of recognizing the CITY'S UTILIZATION of COUNTY PROPERTY for the Trail and to provide for cooperation and access during the construction, use, and maintenance of said Trail; and

WHEREAS, the Trail will traverse through the CITY; and

WHEREAS, the Trail will be constructed within a CITY trail easement and on COUNTY PROPERTY attached as **Exhibit F**; and

WHEREAS, at the conclusion of construction of the Trail by the CITY, the CITY shall take over maintenance and operation of the Trail, subject to the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the benefits herein provided, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

The above recitals are incorporated herein as if set forth herein.

1. DUKE RESPONSIBILITIES.

A. DUKE ENERGY hereby authorizes CITY to construct a twelve (12) foot wide multi-use Trail over those portions of DUKE ENERGY's Easement property as depicted in **Exhibit A** and described in **Exhibit C,** which is attached and incorporated herein, which has been reviewed and approved by DUKE ENERGY. For purposes of this AGREEMENT, the term Trail shall also be deemed to mean the Multi Use Paths or Shared Use Paths as defined by AASHTO (American Association of State Highway and Transportation Officials).

B. DUKE ENERGY will not be held responsible for any damages to the Trail due to DUKE ENERGY's operations or for any liability based on the use of the Trail. DUKE ENERGY shall not be liable for any damages to the CITY'S UTILIZATION or operation of the Trail whatsoever resulting from DUKE ENERGY's continued use and occupancy of DUKE ENERGY's easement property with the understanding that DUKE ENERGY shall not willfully cause damage to or unreasonably interfere with the CITY'S UTILIZATION. DUKE ENERGY agrees to notify CITY immediately if it inadvertently damages any of the Trail or COUNTY PROPERTY while maintaining DUKE ENERGY's infrastructure. DUKE ENERGY further agrees to take steps to temporarily ensure that said damaged area is properly identified and secured from public access.

C. DUKE ENERGY reserves the right to close, without notice, all or a portion of the Trail located within DUKE ENERGY's easement property for any length of time for construction, maintenance, or emergency line operations. DUKE ENERGY must give the CITY reasonable notice of such closure so that CITY can place signs prior to the closed area to secure the area from public access.

D. DUKE ENERGY does not guarantee that CITY'S UTILIZATION will be completely compatible with the safe and efficient operation and maintenance of DUKE ENERGY's existing and future high-voltage electric transmission and distribution lines within DUKE ENERGY's easement. In the event that CITY'S UTILIZATION interferes with DUKE ENERGY's present or future use of COUNTY PROPERTY, CITY agrees to relocate or

adjust the Trail at CITY's sole cost and expense. CITY further agrees to reimburse DUKE ENERGY for all expenses associated with the relocation of any existing DUKE ENERGY facilities necessitated by CITY'S UTILIZATION.

E. If CITY breaches any provision of this Agreement then DUKE ENERGY may terminate this Agreement with notice to CITY. If the breach is non-material, then CITY shall be entitled to six (6) months to remove the Trail following notice of DUKE ENERGY's termination. If the breach is material, then such termination shall be immediate and in effect upon receipt of Notice from DUKE ENERGY. If the Trail is removed in full then this Agreement shall automatically terminate.

2. CITY RESPONSIBILITIES.

A. The CITY shall, at its costs and expense, construct the Trail as depicted in **Exhibit A** and as described in **Exhibit C**. All services and work under the construction contract for the Trail shall be performed to the satisfaction of the CITY's Engineer and in accordance with the terms and conditions of this AGREEMENT.

B. Compliance with conditions specified in DUKE ENERGY's Electric Transmission Right-of-Way Requirements for Shared-Use Trails (attached hereto and referred to herein as **Exhibit D**) is necessary and essential to render CITY'S UTILIZATION of DUKE ENERGY's easement property consistent with DUKE ENERGY's continued operation and maintenance needs of DUKE ENERGY's high voltage electric transmission and distribution lines located thereon. Any breach of the requirements and conditions in **Exhibit D** that is not approved as part of this AGREEMENT or without prior written approval by DUKE ENERGY shall permit DUKE ENERGY to immediately shut the Trail down without liability to the CITY during or after construction of the Trail until the condition or requirement is remedied to comply with **Exhibit D**.

C. All of CITY's activities, operations, and equipment required to construct the Trail shall at all times be in strict compliance with the applicable provisions of National Electrical Safety Code, the Occupational Safety and Health Administration, and all Federal, State and Local Requirements.

D. The Trail must not exceed a total of twelve (12') feet in width. However, DUKE ENERGY recognizes that in order to construct the Trail, an area up to thirty (30) feet wide may be cleared and temporarily impacted at certain locations on DUKE ENERGY's easement property. A minimum separation of twenty-five (25') feet is required between the Trail and any DUKE ENERGY electrical support structures or related facility. This includes but is not limited to poles, towers, guy anchor(s), and equipment, but does not include typical distribution poles.

E. During construction of the Trail, the CITY shall be responsible for safety and liability associated with the construction of the Trail.

F. CITY, at CITY's expense, will reinforce the Trail from station 400+70 to 400+90, as indicated in **Exhibit C,** along the corridor for DUKE ENERGY heavy equipment crossings. These Trail reinforcement areas shall be capable of supporting a maximum gross vehicle weight of 80,000 lbs.

G. Other than DUKE ENERGY's facilities, and those approved and shown on the construction plans for the Trail presented in **Exhibit C** within DUKE ENERGY's easement property, no structures including, but not limited to, lights, signs (except for the notices and signage as depicted in **Exhibit C**), benches, exercise equipment, irrigation systems, overhead wires, poles, light standards, dumpsters, trees, buildings, obstacles or other facilities shall be located, constructed or installed within DUKE ENERGY's easement property.

H. Planting of vegetation shall adhere to the Right of Way Restrictions Guidelines for the specific DUKE ENERGY territory. There shall be no planting of any new vegetation on or along the Trail without DUKE ENERGY'S prior written consent except for sodding of disturbed areas.

I. CITY agrees that it will repair, at its sole costs, any damage that DUKE ENERGY may cause to the Trail during construction.

J. CITY acknowledges that its use of the Trail or DUKE ENERGY's easement property shall be at CITY's sole risk and expense. DUKE ENERGY shall in no way be liable to CITY or any third party for any costs, expenses, losses, damages, or liabilities incurred by CITY or any third party in its use of DUKE ENERGY's easement property. The CITY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Each party shall be liable for its own actions and negligence. Notwithstanding anything set forth in any section of this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature, or may be adopted by the Florida Legislature, and liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including, but not limited to, a claim sounding in tort, equity or contract.

K. DUKE ENERGY's Electric Transmission right-of-way Requirements for Shared-use Path/Trails, **Exhibit D**, shall apply to the construction and maintenance of this Trail unless otherwise approved or modified in this AGREEMENT or as approved in the existing plans, **Exhibit C**.

L. CITY shall adhere to applicable regulatory provisions regarding clearances between ground level and electric conductors as reviewed and approved by DUKE ENERGY. DUKE ENERGY's easement contains high-voltage power lines. Extreme caution must be used when working within the Trail and within DUKE ENERGY's Easement.

M. The area within DUKE ENERGY's Easement and COUNTY PROPERTY that is disturbed by the Trail construction shall be restored by the CITY to a condition at least as good as that which existed prior to Trail construction.

N. A DUKE ENERGY-approved Inspector will be assigned to verify that construction of the Trail within or on DUKE ENERGY's easement property or easements listed in **Exhibit B** is in compliance with the terms and conditions of this AGREEMENT. All costs of DUKE ENERGY's Inspector are to be paid by the CITY. DUKE ENERGY's Inspector shall be notified fourteen (14) days prior to the commencement of construction within DUKE ENERGY's right-of-way and/or easement. During construction, the CITY's Construction Manager (or designated representative) will make reports to DUKE ENERGY's Inspector regarding any damages to DUKE ENERGY's property, private property, or other public facilities. During construction, CITY agrees to pay all expenses incurred in connection with the repair of such damages.

O. During construction, after construction, and after acceptance, the CITY shall be responsible for clean-up of any and all hazardous material spills resulting from Trail construction to a condition compatible with the surrounding area. If a hazardous material spill occurs during Trail construction or Trail maintenance, the CITY shall immediately report the nature and extent of the spill to the COUNTY's office and DUKE ENERGY's nearest local office. CITY agrees that no burning, refueling, or stockpiling of dirt or other materials is allowed within COUNTY PROPERTY and DUKE ENERGY's Easement property.

P. The CITY hereby agrees to notify any of the CITY's employees, agents, contractors, representatives, or other persons maintaining the Trail and further agrees to post notices along the Trail to notify the public and all persons engaging in CITY's activities within said DUKE ENERGY's Easement, that extreme caution is necessary around all of DUKE ENERGY's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, the CITY shall immediately report the nature and extent thereof to DUKE ENERGY's nearest local office. CITY agrees to put up signs along that portion of the Trail within or along COUNTY PROPERTY and outside of DUKE ENERGY's Easement stating "That the Trail is operated and maintained by the CITY." The sign shall provide CITY's current phone number to call for maintenance concerns or emergencies.

Q. CITY agrees to furnish DUKE ENERGY's Asset Protection Specialist with a set of as-built drawings of the CITY'S UTILIZATION area within ninety (90) days of completion of construction, noting the location of the CITY's improvements within DUKE ENERGY's easement property and DUKE ENERGY's nearest structures.

R. DUKE ENERGY's Asset Protection Specialist shall be notified by CITY at least fourteen (14) days prior to CITY's commencement of initial construction activities within DUKE ENERGY's easement property.

S. Upon completion of Trail construction, the CITY's Engineer shall execute **Exhibit E** to provide notice to DUKE ENERGY and the COUNTY that the Trail construction is complete and DUKE ENERGY and the COUNTY shall have the right to inspect and approve the Trail construction. From the date of the CITY's acceptance of the Trail construction, the CITY will be responsible for the operation and maintenance of the Trail and any improvements made by the CITY therein until the termination of this AGREEMENT. This AGREEMENT shall also serve as DUKE ENERGY and the COUNTY's permission for the CITY to access, operate, and use all easements obtained for the Trail for maintenance and operation of the Trail by the CITY. COUNTY represents that the public has the right to use of the easements that COUNTY assigns and grants use rights to the CITY concerning the Trail. The COUNTY shall not require the CITY to obtain additional COUNTY approvals or permits outside this AGREEMENT to operate or maintain the Trail or for the public's use thereof.

4. MISCELLANEOUS.

2. **Notice**. Any notices and other communications required under this Agreement or relating hereto shall be in writing and delivered via personal delivery, certified United States mail (return receipt requested), or overnight delivery through a reputable carrier to:

DUKE ENERGY: Duke Energy Florida, LLC
Attn: Transmission Asset Protection
299 1st Ave. N.(Floor 12)
St. Petersburg, FL 33701

CITY: City of Debary
_____
_____

A. CITY and DUKE ENERGY agree that if construction of the Trail does not commence within eighteen (18) months of the execution date of this AGREEMENT, this AGREEMENT shall be null and void, unless DUKE ENERGY grants an extension to the CITY via a formal or informal written notice.

B. This AGREEMENT shall not be assigned or transferred, in whole or in part, by CITY without the express written consent of DUKE ENERGY.

C. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.

D. This AGREEMENT shall be executed in three (3) triplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. Each party shall retain one (1) fully executed original.

E. This AGREEMENT shall become effective upon the date last signed by the PARTIES. This Agreement will have an initial term of twenty (20) years unless terminated early as provided herein. Thereafter, the term of this Agreement will automatically renew on an annual basis unless any of the PARTIES hereto service notice upon the other PARTIES of its intent to terminate this Agreement at least ninety (90) days before the automatic renewal.

**IN WITNESS WHEREOF**, the PARTIES have caused this TRAIL AGREEMENT to be executed as of the day and year first above written.

DUKE ENERGY FLORIDA, LLC
Florida limited liability company d/b/a Duke Energy

_____
By: Karen Adams- Manager, Land Services- Florida Region

WITNESSED BY:

_____ _____
Signature of First Witness Signature of Second Witness

_____ _____
Print Name of First Witness Print Name of Second Witness

State of _____ )
) ss
County of _____ )

The foregoing instrument was acknowledged before me this _____day of_____, 2024, by Karen Adams of DUKE ENERGY FLORIDA LLC a Florida limited liability company d/b/a Duke Energy, on behalf of the company. She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification.

NOTARY SEAL

_____
Print Name:
Notary Public
Serial Number:
My Commission Expires:

**CITY OF DEBARY, FLORIDA**

ATTEST:

| | |
|---|---|
| _____ | _____ |
| Carmen Rosamonda | Karen Chasez |
| City Manager | Mayor |
| | DATE:_____ |

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by **Karen Chasez**, as **Mayor** of the City of DeBary, who is personally known to me and who ( ) did ( ) did not take an oath.

_____
Notary Public, State of Florida
Printed: _____
Commission No.: _____
Expiration: _____

# EXHIBIT A

## OVERALL PROJECT LOCATION MAP

1"=200'

N

THE JUNCTION
PARCEL: 900400000060

74/2' EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION PER DEED BOOK 286, PAGE 268 AND RIGHT OF WAY AGREEMENT PER OFFICIAL RECORDS BOOK 4261, PAGE 1216

ASSUMED LOCATION OF TRANSMISSION LINE EASEMENT

INTEGRA 289 EXCHANGE
PARCEL: 900900000013

395

400

06

BEGIN PROJECT
SEGMENT 2
STA. 400+40.00

390

30' PERPETUAL WATER FLOWAGE EASEMENT PER OFFICIAL RECORDS BOOK 4428, PAGE 2648 QUIT CLAIMED IN OFFICIAL RECORDS BOOK 7508, PAGE 3351 AND OFFICIAL RECORDS BOOK 7544, PAGE 2989.

07

405

END PROJECT
END SEGMENT 2
STA. 404+56.90

US 17/92

385

SPRING-TO-SPRING TRAIL

PARCEL: 901000000010

THE JUNCTION
PARCEL: 900900000012

380

TEMPORARY CONSTRUCTION ENTRANCE

SHELL RD

SOIL TRACKING PREVENTION DEVICE

375

372

FORT FLORIDA RD

PARCEL: 900900000010

PID: 90-09-00-00-00-0011
FDOT

FLORIDA POWER EASEMENT
OFFICIAL RECORDS BOOK 4982, PAGE 80

MULLET LAKE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | |
|---|---|---|
| DATE | BY | DESCRIPTION |
| | | |

CITY OF DeBARY
16 COLOMBIA RD
DeBARY, FL 32713

FOREST ADKINS, P.E.
P.E. LICENSE NUMBER 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD)
TO COAST TO COAST TRAIL

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

# OVERALL PLAN

SHEET NO. 05

# EXHIBIT B

PROPERTY OWNERSHIP

04/07/1999 18:10
Doc stamps 28081.90
(Transfer Amt $4011690)
Instrument # 99069885
Book: 4419
Page: 1685

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Dykes C. Everett, Esquire
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, FL 32790-0880

# WARRANTY DEED

**THIS WARRANTY DEED** made and executed the 24th day of March A.D. 1999 by **EMPIRE CATTLE, LTD., a Florida limited partnership**, whose mailing address is 898 Pine Tree Court, DeLand, Florida 32724 ("Grantor") to **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose address is Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantee"):

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH** that the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, Florida, viz:

> See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Property").

**Subject To** restrictions and easements of record, if any, but this reference shall not act to reimpose same.

**Subject To** any claim that the lands herein conveyed are subject to a claim of ownership by the State of Florida and the United States to regulate the use of the navigable waters.

**Subject To** taxes for the year 1999 and subsequent years.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** the said Grantor has signed and sealed these presents the day and year first above written.

**Signed, sealed and delivered in our presence:**

Name: JOHN C. GRAY, JR.

Name: FRANK A. FORAU

**EMPIRE CATTLE, LTD.,**
**a Florida limited partnership**

By: Elizabeth Rhett West
**Elizabeth Rhett West**
**General Partner**

**Address:** **898 Pine Tree Court**
**DeLand, Florida 32724**

**STATE OF FLORIDA**

**COUNTY OF** Orange

**The foregoing instrument was acknowledged before me this** 24th **day of** March, **1999, by ELIZABETH RHETT WEST, the General Partner of EMPIRE CATTLE, LTD., a Florida limited partnership, on behalf of the limited partnership, who is personally known to me or who has produced** Fla Dr. License **as identification.**

Deborah A Sieffert

**Notary Public**
**My Commission Expires:**

DEBORAH A. SIEFFERT
MY COMMISSION # CC 648318
EXPIRES: August 17, 2001
Bonded Thru Notary Public Underwriters

# EXHIBIT "A"

REV. 3/24/99

DESCRIPTION: (provided for the performance of survey)

That portion of those certain lands lying East of U.S. Highway 17–92, West of Highway I–4, and South of Gemini Springs Park, being part of Sections 2, 3, 9, 10, 11, and 15, Township 19 South, Range 30 East, Volusia County, Florida, more particularly described as:

All that part of the SW 1/4 lying South of Channel of Creek, Section 2, Township 19 South, Range 30 East, Volusia County, Florida.

and

All that part of the SE 1/4 of the SE 1/4 lying South of Channel of Creek; and the SW 1/4 of the SE 1/4, all in Section 3, Township 19 South, Range 30 East, Volusia County, Florida.

and

NE 1/4 of the SW 1/4 of the NE 1/4; and S 1/2 of NW 1/4 of NE 1/4 lying East of State Road; and the SE 1/4 of the SE 1/4; and the NE 1/4 of NE 1/4 of NE 1/4; and the S 1/2 of the NE 1/4 of NE 1/4; and E 1/2 of SE 1/4 of NE 1/4; and the NW 1/4 of NE 1/4 of NE 1/4; and the N 1/2 of NW 1/4 of NE 1/4 lying East of State Road; NW 1/4 of SE 1/4 of NE 1/4; and SE 1/4 of SW 1/4 of NE 1/4; and SW 1/4 of SE 1/4 of NE 1/4, all in Section 9, Township 19 South, Range 30 East, Volusia County, Florida.

and

All of Section 10 lying Northwesterly of State Road 400, Township 19 South, Range 30 East, Volusia County, Florida.

and

All of Section 11 lying Northwesterly of State Road 400, Township 19 South, Range 30 East, Volusia County, Florida.

and

That portion of Lot 3 lying Northwesterly of State Road 400, Section 15, Township 19 South, Range 30 East, Volusia County, Florida.

and

That portion of Lot 2 lying Northwesterly of State Road 400, Section 2, Township 19 South, Range 30 East, Volusia County, Florida.

LESS AND EXCEPT:

Those lands described in the Petion for a Taking by Eminent Domain filed by the State of Florida, Department of Transportation, Civil Action [redacted] and #10643, CIDL, Seventh Judicial Circuit, in and for Volusia County, Florida, as referenced in those Lis Pendens recorded in Official Records Book 4307, Page 722, and Official Records Books 4318, Page 4018, Public Records of Volusia County, Florida.

LESS AND EXCEPT:

A parcel of land located in the NW corner of the parcel lying in Section 9, Township 19 South, Range 30 East, Volusia County, Florida, containing approximately 10.5 acres, being 300± feet wide and adjacent to U.S. Highway 17–92, described as follows:

*Parcel 'D'*
*A certain parcel of land lying East of U.S. Highway 17/92 (S.R. 15-600), being a part of the NE 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida, more particularly described as follows: Commence at the Northeast corner of said Section 9; thence run S.89°54'12"W. along the North line of the NE 1/4 of said Section 9, a distance of 456.21 feet to the POINT OF BEGINNING; thence continue S.89°54'12"W. along said North line, a distance of 1128.28 feet to a point on the Easterly Right of Way line of U.S. Highway 17/92 (S.R. 15-600); thence S.24°13'55"W. along said Right of Way line, a distance of 343.47 feet to a Point of Curvature of a curve concave Southeasterly having a central angle of 06°53'22" and a radius of 5673.58 feet; thence run Southwesterly along the arc of said curve a distance of 682.21 feet to a Point on the Curve; thence departing said curve on a radial bearing of [redacted] E., run 300.00 feet; thence N.24°13'55"E. a distance of 384.76 feet to the Point of Curvature of a curve concave Southeasterly, having a central angle of [redacted] and a radius of 1172.21 feet; thence run Northeasterly along the arc of said curve a distance of 1343.56 feet to the Point of Beginning; said parcel containing 10.50 acres, more or less.*

LESS AND EXCEPT:

That portion of Sections 2 and 3, Township 19 South, Range 30 East, Volusia County, Florida, described as follows: Commencing at a 4" X 4" concrete monument with a brass disk stamped "F.D.O.T. SOUTHEAST CORNER SECTION 3, TOWNSHIP 19 SOUTH, RANGE 30 EAST", said monument being the same as shown on the F.D.O.T. Right-of-Way Map for State Road 15/600 (Section 79040-2544, Sheet 2 of 16), run thence S89°59'18"E along the south line of said Section 2 a distance of 978.97 feet to the westerly right of way line of State Road 400 (I-4); thence N41°32'19"E along said right of way a distance of 947.93 feet to the **Point of Beginning** of the boundary of FDOT Borrow Pit No. 4, said point being S41°32'19"W a distance of 2706.77 feet from State Road 400 P.C. Station 3137+35.20; thence N48°27'41"W along said boundary a distance of 300.00 feet; thence S71°47'25"W along said boundary a distance of 2606.79 feet; thence N18°12'35"W along said boundary a distance of 600.00 feet; thence N71°47'25"E along said boundary a distance of 1200.00 feet; thence N57°45'15"E along said boundary a distance of 1236.93 feet; thence N71°47'25"E along said boundary a distance of 1000.00 feet; thence S18°12'35"E along said boundary a distance of 437.38 feet; thence S41°32'19"W along said boundary a distance of 868.26 feet; thence S48°27'41"E along said boundary a distance of 300.00 feet to the westerly right of way line of aforesaid State Road 400 (I-4); thence S 41°32'19"W along said right of way line a distance of 50.00 feet to the Point of Beginning; said parcel containing 54 acres, more of less, together with the 50 foot wide haul and access road for Borrow Pit #4 as depicted on Florida Department of Transportation Right of Way Maps, Sheet #8, Section 7911-401, which runs from the westerly existing limited access right of way line of State Road 400 (I-4) to Borrow Pit #4, as described above.

04/07/1999 18:11
Doc stamps 0.70
(Transfer Amt $ 10)
Instrument # 99069886
Book: 4419
Page: 1689

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Dykes C. Everett, Esquire
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, FL 32790-0880

# SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** made and executed the 24th day of March A.D. 1999 by **EMPIRE CATTLE, LTD., a Florida limited partnership,** whose mailing address is 898 Pine Tree Court, DeLand, Florida 32724 ("Grantor") to **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose address is Post Office Box 1429, Palatka, Florida 32178-1429 ("Grantee"):

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH** that the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Volusia County, Florida, viz:

> See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Property").

**Subject To** restrictions and easements of record, if any, but this reference shall not act to reimpose same.

**Subject To** any claim that the lands herein conveyed are subject to a claim of ownership by the State of Florida and the United States to regulate the use of the navigable waters.

**Subject To** taxes for the year 1999 and subsequent years.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under the said Grantor.

**IN WITNESS WHEREOF,** the said Grantor has signed and sealed these presents the day and year first above written.

**Signed, sealed and delivered in our presence:**

Name: JOHN C. GRAY, JR

Name: FRANK A. FORD

**EMPIRE CATTLE, LTD.,**
**a Florida limited partnership**

By: Elizabeth Rhett West
**Elizabeth Rhett West**
**General Partner**

**Address:** **898 Pine Tree Court**
**DeLand, Florida 32724**

**STATE OF FLORIDA**

**COUNTY OF** Orange

**The foregoing instrument was acknowledged before me this** 24th **day of** March, **1999, by ELIZABETH RHETT WEST, the General Partner of EMPIRE CATTLE, LTD., a Florida limited partnership, on behalf of the limited partnership, who is personally known to me or who has produced** Fla Dr. License **as identification.**

Deborah A Sieffert
**Notary Public**
**My Commission Expires:**

R:\ST-JOHNS\EMPIRE\specwarded.wpd
3/24/99 (4:25 PM)

DEBORAH A. SIEFFERT
MY COMMISSION # CC 648318
EXPIRES: August 17, 2001
Bonded Thru Notary Public Underwriters

# EXHIBIT "A"

REV. 3/24/99

*DESCRIPTION: Written (metes and bounds description of all the properties lying South of DeBary Creek, including PARCELS 'A', 'B', and 'C')(Title Commitment #C-2742393)*

That portion of Sections 2, 3, 9, 10, 11 and 15, Township 19 South, Range 30 East, Volusia County, Florida, described as follows: Beginning at the North-west corner of said Section 10, run thence S89°59'18"E along the north line thereof a distance of 2623.71 feet to the Southwest corner of the Southeast corner of said Section 3; thence N01°43'34"E along the west line thereof a distance of 1036.91 feet to the centerline of DeBary Creek; thence N[redacted] along said centerline a distance of 47.73 feet; thence N53°19'27"E along said centerline a distance of 65.55 feet; thence N31°28'17"E along said centerline a distance of 89.49 feet; thence N24°32'17"E along said centerline a distance of 144.01 feet; thence N28°35'42"E along said centerline a distance of 87.06 feet; thence N37°26'00"E along said centerline a distance of 135.33 feet; thence N41°38'02"E along said centerline a distance of 72.05 feet; thence N38°37'16"E along said centerline a distance of 67.66 feet; thence N40°22'43"E along said centerline a distance of 72.20 feet; thence N50°35'37"E along said centerline a distance of 59.27 feet; thence N82°23'31"E along said centerline a distance of 53.97 feet; thence S36°52'06"E along said centerline a distance of 57.13 feet; thence S39°18'35"E along said centerline a distance of 57.69 feet; thence S84°06'27"E along said centerline a distance of 92.32 feet; thence N62°45'34"E along said centerline a distance of 70.31 feet; thence S53°45'24"E along said centerline a distance of 51.99 feet; thence S19°08'46"E along said centerline a distance of 137.75 feet; thence S45°47'12"E along said centerline a distance of 37.33 feet to the north line of the South 1/2 of the Southeast 1/4 of said Section 3; thence N89°59'46"E along said north line a distance of 284.89 feet to the centerline of said DeBary Creek; thence N80°51'49"E along said center-line a distance of 30.94 feet; thence N65°49'32"E along said centerline a distance of 82.72 feet; thence N52°42'41"E along said centerline a distance of 88.28 feet; thence N19°21'17"E along said centerline a distance of 72.78 feet; thence N34°39'51"E along said centerline a distance of 72.06 feet; thence S69°53'57"E along said centerline a distance of 69.95 feet; thence S75°25'48"E along said centerline a distance of 70.82 feet; thence S77°44'47"E along said centerline a distance of 65.02 feet; thence N56°41'53"E along said centerline a distance of 48.47 feet; thence N18°40'44"E along said centerline a distance of 72.51 feet; thence N09°10'48"E along said centerline a distance of 97.93 feet; thence N01°30'06"W along said centerline a distance of 83.86 feet; thence N31°18'06"E along said centerline a distance of 73.60 feet; thence N12°56'46"E along said centerline a distance of 80.23 feet; thence N23°20'46"E along said centerline a distance of 97.27 feet; thence N41°16'19"E along said centerline a distance of 93.88 feet; thence N61°18'06"E along said centerline a distance of 84.89 feet; thence N66°40'30"E along said centerline a distance of 79.44 feet;

# EXHIBIT "A"

REV. 3/24/99

thence N70°19'51"E along said centerline a distance of 71.81 feet; thence S89°48'08"E along said centerline a distance of 79.28 feet; thence S67°34'33"E along said centerline a distance of 84.25 feet; thence S65°14'07"E along said centerline a distance of 91.64 feet; thence S48°01'35"E along said centerline a distance of 98.48 feet; thence S18°47'31"E along said centerline a distance of 105.68 feet; thence S24°43'02"E along said centerline a distance of 83.56 feet; thence S76°12'46"E along said centerline a distance of 80.84 feet; thence S78°06'01"E along said centerline a distance of 141.02 feet; thence N82°18'36"E along said centerline a distance of 64.21 feet; thence N67°48'44"E along said centerline a distance of 79.65 feet; thence S89°58'40"E along said centerline a distance of 86.43 feet; thence S67°27'36"E along said centerline a distance of 91.58 feet; thence S83°13'55"E along said centerline a distance of 85.78 feet; thence N76°49'54"E along said centerline a distance of 113.66 feet; thence N57°23'39"E along said centerline a distance of 70.06 feet; thence N59°35'05"E along said centerline a distance of 111.74 feet; thence N76°09'46"E along said centerline a distance of 99.22 feet; thence N[redacted] along said centerline a distance of 102.47 feet; thence N72°59'43"E along said centerline a distance of 72.94 feet; thence N73°16'39"E along said centerline a distance of 110.82 feet; thence N80°29'10"E along said centerline a distance of 85.67 feet; thence N37°46'47"E along said centerline a distance of 100.43 feet; thence N11°40'12"E along said centerline a distance of 129.89 feet; thence N[redacted]E along said centerline a distance of 98.50 feet; thence N31°13'06"E along said centerline a distance of 86.78 feet; thence N01°59'07"W along said centerline a distance of 82.22 feet; thence N24°06'33"W along said centerline a distance of 88.12 feet; thence N16°02'48"W along said centerline a distance of 53.20 feet; thence N08°20'26"E along said centerline a distance of 49.97 feet; thence N16°56'21"E along said centerline a distance of 63.97 feet; thence N08°54'22"E along said centerline a distance of 90.44 feet; thence N27°56'04"E along said centerline a distance of 79.07 feet; thence N39°42'51"E along said centerline a distance of 93.31 feet; thence N63°11'44"E along said centerline a distance of 108.61 feet; thence N72°32'07"E along said centerline a distance of 80.61 feet; thence N81°32'09"E along said centerline a distance of 84.36 feet; thence N61°27'28"E along said centerline a distance of 119.21 feet; thence N61°12'56"E along said centerline a distance of 92.03 feet; thence N67°43'18"E along said centerline a distance of 93.22 feet; thence N88°53'40"E along said centerline a distance of 88.00 feet; thence S73°14'19"E along said centerline a distance of 110.32 feet; thence S62°53'55"E along said centerline a distance of 102.93 feet; thence S66°54'42"E along said centerline a distance of 141.43 feet; thence

# EXHIBIT "A"

REV. 3/24/99

S74°20'21"E along said centerline a distance of 78.74 feet; thence S69°21'44"E along said centerline a distance of 86.45 feet; thence N82°48'49"E along said centerline a distance of 107.05 feet; thence S77°51'27"E along said centerline a distance of 113.42 feet; thence N86°06'59"E along said centerline a distance of 99.45 feet; thence N87°15'31"E along said centerline a distance of 78.14 feet; thence S57°00'45"E along said centerline a distance of 70.32 feet; thence N42°48'20"E along said centerline a distance of 60.31 feet; thence N73°03'29"E along said centerline a distance of 109.37 feet; thence N66°46'09"E along said centerline a distance of 115.31 feet; thence N75°41'31"E along said centerline a distance of 98.73 feet; thence N59°30'16"E along said centerline a distance of 57.01 feet; thence N50°02'45"E along said centerline a distance of 101.06 feet; thence N41°53'31"E along said centerline a distance of 67.13 feet; thence N[redacted] along said centerline a distance of 71.53 feet; thence N36°23'27"E along said centerline a distance of 72.96 feet; thence N54°58'21"E along said centerline a distance of 74.24 feet; thence N78°50'13"E along said centerline a distance of 76.41 feet; thence S80°53'46"E along said centerline a distance of 55.03 feet; thence S81°49'54"E along said centerline a distance of 58.87 feet; thence S28°40'34"E along said centerline a distance of 81.89 feet; thence S19°47'23"E along said centerline a distance of 58.97 feet; thence S26°12'25"E along said centerline a distance of 44.75 feet to a point on the westerly right of way line of State Road 400 (I-4), said point being on a right of way curve concave northwesterly, having a central angle of 07°44'00" and a radius of 5579.67 feet; thence from a radial bearing of S56°11'41"E run southwesterly along the arc of said right of way curve a distance of 753.09 feet to the Point of Tangency thereof; thence S41°32'19"W along said right of way a distance of 2656.77 feet to the boundary of FDOT Borrow Pit No. 4; thence N48°27'41"W along said boundary a distance of 300.00 feet; thence N41°32'19"E along said boundary a distance of 868.26 feet; thence N18°12'35"W along said boundary a distance of 437.38 feet; thence S71°47'25"W along said boundary a distance of 1000.00 feet; thence S57°45'15"W along said boundary a distance of 1236.93 feet; thence S71°47'25"W along said boundary a distance of 1200.00 feet; thence S18°12'35"E along said boundary a distance of 600.00 feet; thence N71°47'25"E along said boundary a distance of 2606.79 feet; thence S48°27'41"E along said boundary a distance of 300.00 feet to the westerly right of way line of aforesaid State Road 400 (I-4); thence S41°32'19"W along said right of way line a distance of 8519.65 feet to a point on the west line of Government Lot 3, said Section 15; thence N00°07'02"E along said west line a distance of 388.48 feet to the south line of said Section 10; thence

Book: 4419
Page: 1694
Diane M. Matousek
Volusia County, Clerk of Court

# EXHIBIT "A"

REV. 3/24/99

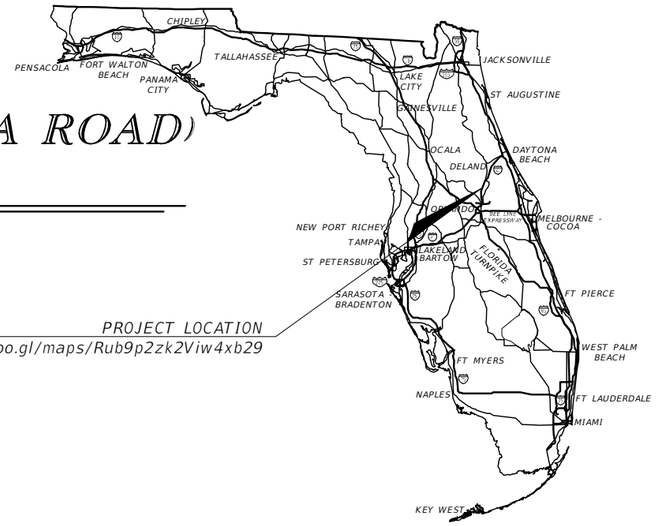
*N89°53'19"W along said south line a distance of 1308.78 feet to the Southeast corner of said Section 9; thence N89°57'16"W along the south line of said Section 9 a distance of 1318.71 feet to the west line of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence N00°06'32"E along said west line a distance of 1319.67 feet to the north line of the Southeast 1/4 of the South-east 1/4 of said Section 9; thence S89°58'55"E along said north line a distance of 1318.90 feet to the east line of said Section 9; thence N00°07'02"E along said east line a distance of 1320.31 feet to the south line of the Northeast 1/4 of said Section 9; thence S89°59'24"W along said south line a distance of 1978.66 feet; thence N00°08'35"E a distance of 468.59 feet; thence N81°45'34"E a distance of 461.16 feet; thence N00°35'13"E a distance of 782.85 feet to the south line of the North 1/2 of the Northeast 1/4 of said Section 9; thence S89°56'47"W along said south line a distance of 540.84 feet to a point on the easterly right of way line of Highway 17/92 (S.R. 15-600) said point being on a right of way curve concave southeasterly, having a central angle of 03°50'51" and a radius of 5673.58 feet; thence from a radial bearing of N76°30'18"W run northeasterly along the arc of said right of way curve a distance of 380.99 feet to a Point on Curve; thence on a radial bearing of S72°39'27"E a distance of 300.00 feet; thence N24°13'55"E a distance of 384.76 feet to the Point of Curvature of a curve concave to the southeast, having a central angle of 65°40'16" and a radius of 1172.21 feet; thence run northeasterly along the arc of said curve a distance of 1343.56 feet to the Point of Tangency thereof, said point being on the north line of said Section 9; thence N89°54'12"E along said north line a distance of 456.21 feet to the Point of Beginning; said parcel containing 814.78 acres, more or less.*

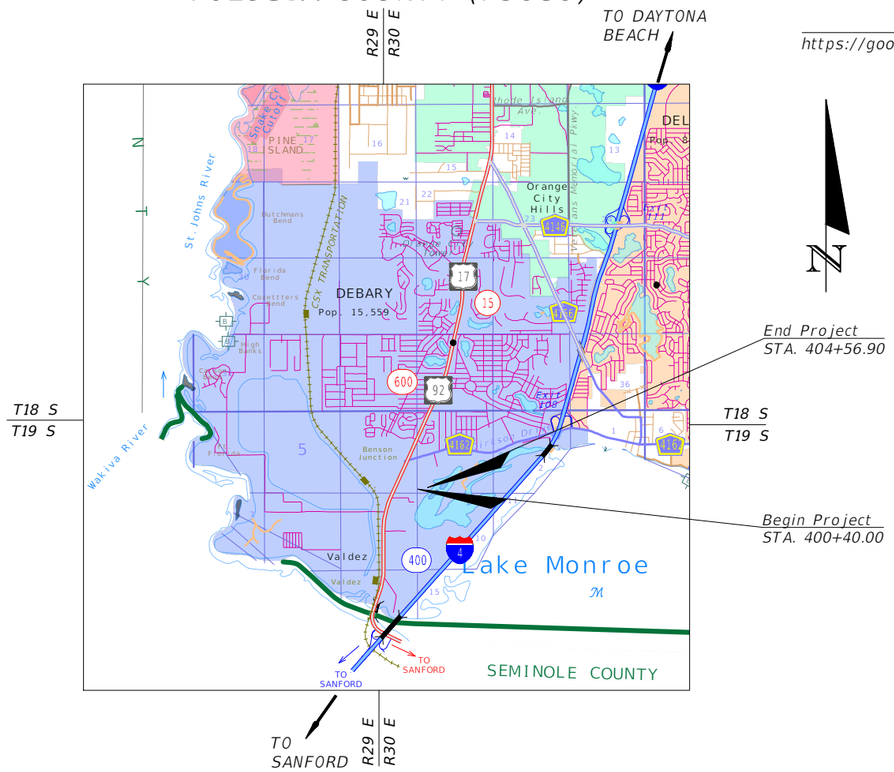
# EXHIBIT C

## CONSTRUCTION PLANS

# US 17/92 AT SUNRAIL STATION (FORT FLORIDA ROAD) TO COAST TO COAST TRAIL

## FINANCIAL PROJECT ID 439195-1-58-01
## VOLUSIA COUNTY (79080)




## INDEX OF ROADWAY PLANS


| SHEET NO. | SHEET DESCRIPTION |
|---|---|
| 01 | KEY SHEET |
| 02 | DRAINAGE MAP |
| 03 | GENERAL NOTES |
| 04 | TYPICAL SECTION |
| 05 | OVERALL PLAN |
| 06 – 07 | PLAN & PROFILE |
| 08 – 09 | CROSS SECTIONS |
| 10 | STORMWATER POLLUTION PREVENTION PLAN NOTES |
| 11 | WAYFINDING SIGN DETAIL |
| 12 – 13 | SIDEWALK CLOSURE DETAILS |


GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2023-24 Standard plans for Road and Bridge Construction and applicable Interim Revisions (Irs).

Standard Plans for Road Construction and associated Irs are available at the following website:
http://www.fdot.gov/design/Standardplans.shtm

APPLICABLE IRs: N/A

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website:

http://www.fdot.gov/programmanagement/Implemented/SpecBooks

FOREST ADKINS LICENSE No.56003 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

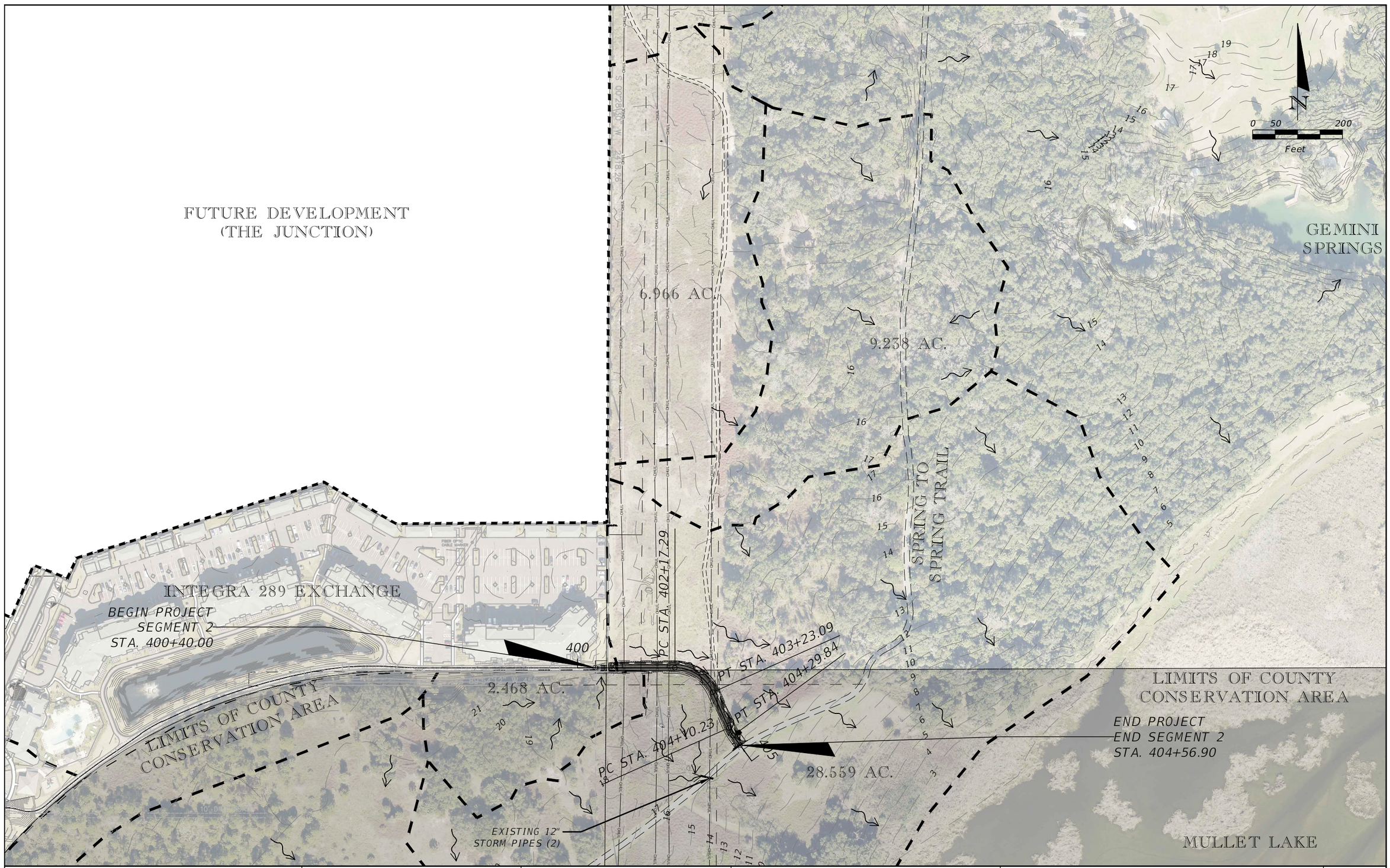

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DeBARY, FL 32713
FOREST ADKINS, P.E. NO. 56003


TEDS

SEGMENT 2 PLANS
ENGINEER OF RECORD:


FOREST ADKINS
P.E. NO.: 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DeBARY, FL 32713


| FISCAL YEAR | SHEET NO. |
|---|---|
| 23 | 01 |




| REVISIONS | | |
|---|---|---|
| DATE | BY | DESCRIPTION |
| | | |

CITY OF DeBARY
16 COLOMBIA RD
DeBARY, FL 32713

FOREST ADKINS, P.E.
P.E. LICENSE NUMBER 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD)
TO COAST TO COAST TRAIL

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

# DRAINAGE MAP

SHEET NO. 02

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

O'Neill, Karen 11/8/2023 11:48:02 AM

Z:\2020 Projects\11415 (DeBary CSC)\TWO 01 - SUNTrail Segment 2\CAD\439195-1-58-01\Drainage\DRMPRD01.dwg

## GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

   DAVID A. WHITE, P.S.M.
   P.S.M. NO.: 4044
   PEC SURVEYING AND MAPPING, LLC
   2100 ALAFAYA TRAIL, SUITE 203
   OVIEDO, FL 32765
   CERTIFICATE OF AUTHORIZATION: LB 7808

3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE Vv, Vh and Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

4. SEGMENT 2 – UTILITY / AGENCY OWNERS:

| COMPANY | CONTACT | TELEPHONE NUMBERS |
|---|---|---|
| AT&T (FIBER) | KIRBY SPENCER | (386) 281-6957 |
| AT&T (DIST.) | DINO FARRUGGIO | (561) 683-2729 |
| COMCAST COMM. | ANDREW SWEENEY | (904) 738-6898 |
| FPL – VOLUSIA | JOEL BRAY | (386) 586-6403 |

5. SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:

   PARENTS NIGHT OUT
   MOVIE IN THE PARK
   DeBARY 4TH OF JULY EVENT "A PARTY IN THE PARK"

## VOLUSIA COUNTY NOTES

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.

2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.

3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).

4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 A.M. TO 7:00 P.M., MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.

5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 102-660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.

6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.

7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 102-600.

8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

9. DIRECTIONAL BORE (UNDER ROADS), ROAD CUTS & PAVING OPERATIONS SHALL NOT BE PERFORMED WITHIN THE RIGHT-OF-WAY ON FRIDAY, SATURDAY, SUNDAY, OR ANY DAY PRIOR TO A HOLIDAY WITHOUT WRITTEN CDE/INSPECTOR APPROVAL.

10. CONTRACTOR IS RESPONSIBLE FOR SURVEY ACCURACY OF ALL WORK PERFORMED & STRUCTURES TO BE PLACED WITHIN THE VOLUSIA COUNTY RIGHT OF WAYS.

11. PAVING OPERATIONS SHALL NOT BE PERFORMED WITHIN THE RIGHT-OF-WAY ON FRIDAY, SATURDAY, SUNDAY, OR ANY DAY PRIOR TO A HOLIDAY WITHOUT WRITTEN CDE/INSPECTOR APPROVAL.

## PAY ITEM NOTES

101-1 – INCLUDES THE INSTALLATION OF THE ORANGE CONSTRUCTION FENCE.

110-1-1 – INCLUDES REMOVAL OF 116 LF OF EXISTING BARB WIRE FENCE AS SHOWN ON SHEET 6.

999-1-01 – INCLUDES THE COST ASSOCIATED WITH POWDER COATING THE DESTINATION SIGN POSTS.

## MAINTENANCE OF TRAFFIC NOTES

1. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 102-600 SERIES; SPECIFIC ATTENTION IS DIRECTED TO FDOT STANDARD INDEX NUMBER 102-660 AND 102-661 FOR MAINTENANCE OF PEDESTRIAN AND BICYCLE TRAFFIC.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | |
|---|---|---|
| DATE | BY | DESCRIPTION |
| | | |

CITY OF DeBARY
16 COLOMBIA RD
DeBARY, FL 32713

FOREST ADKINS, P.E.
P.E. LICENSE NUMBER 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD) TO COAST TO COAST TRAIL

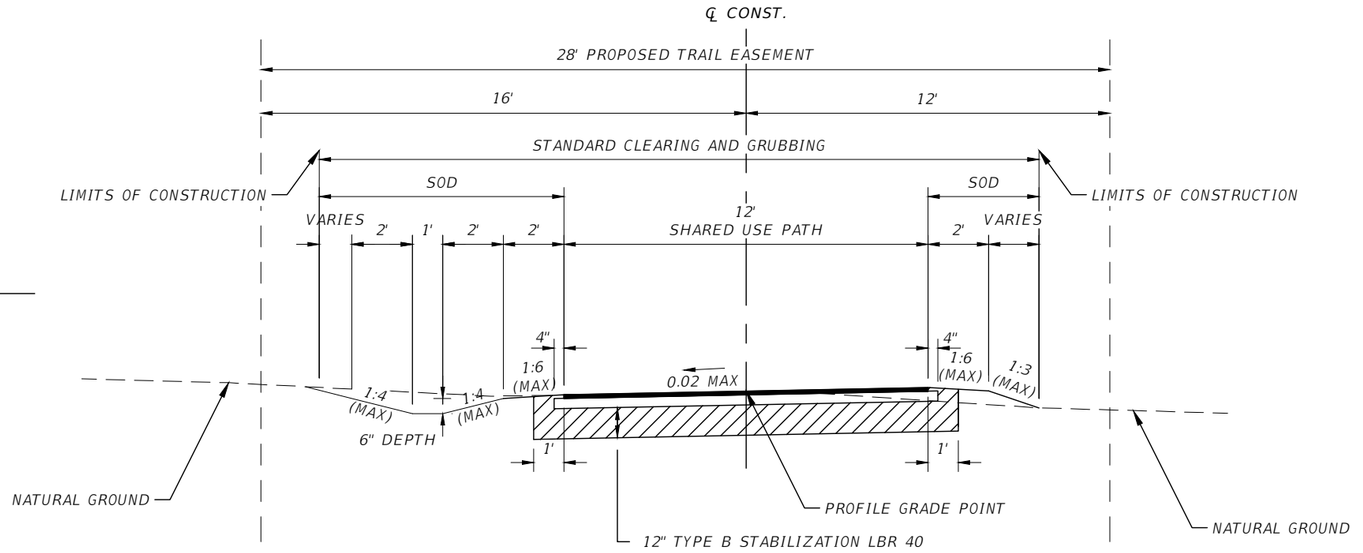
| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

GENERAL NOTES

SHEET NO. 03

## TRAFFIC DATA

DESIGN SPEED = 18 MPH

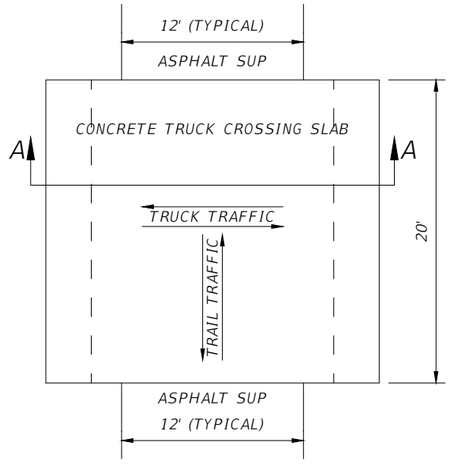



TYPICAL SECTION
SEGMENT 2
STA 400+40.00 TO STA 404+56.90
(N.T.S)

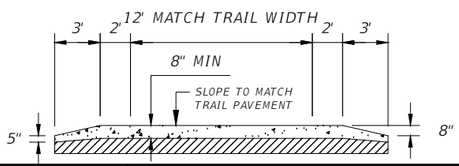
## SHARED USE PATH

OPTIONAL BASE GROUP 4
TYPE SP STRUCTURAL COURSE 12.5 (TRAFFIC C) (1.5")

## UTILITY TRUCK CROSSING DETAIL
### PLAN VIEW




### SECTION A-A




## NOTES

1. LONGITUDINAL JOINTS (PARALLEL TO TRUCK TRAFFIC) SHALL BE PROVIDED AT MAXIMUM INTERVALS OF 12'. JOINT DEPTH SHALL BE 2" TO 2.5". TRAVERSE JOINTS (PERPENDICULAR TO TRUCK TRAFFIC) ARE NOT REQUIRED.

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| REVISIONS | | |
|---|---|---|
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CITY OF DeBARY
16 COLOMBIA RD
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US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD)
TO COAST TO COAST TRAIL

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

TYPICAL SECTION

SHEET NO. 04

1"=200'

N

THE JUNCTION
PARCEL: 900400000060

74/2' EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION PER DEED BOOK 286, PAGE 268 AND RIGHT OF WAY AGREEMENT PER OFFICIAL RECORDS BOOK 4261, PAGE 1216

ASSUMED LOCATION OF TRANSMISSION LINE EASEMENT

INTEGRA 289 EXCHANGE
PARCEL: 900900000013

395

400

06

BEGIN PROJECT
SEGMENT 2
STA. 400+40.00

390

30' PERPETUAL WATER FLOWAGE EASEMENT PER OFFICIAL RECORDS BOOK 4428, PAGE 2648 QUIT CLAIMED IN OFFICIAL RECORDS BOOK 7508, PAGE 3351 AND OFFICIAL RECORDS BOOK 7544, PAGE 2989.

07

405

END PROJECT
END SEGMENT 2
STA. 404+56.90

US 17/92

385

SPRING-TO-SPRING TRAIL

PARCEL: 901000000010

THE JUNCTION
PARCEL: 900900000012

380

TEMPORARY CONSTRUCTION ENTRANCE

SHELL RD

SOIL TRACKING PREVENTION DEVICE

375

372

FORT FLORIDA RD

PARCEL: 900900000010

FLORIDA POWER EASEMENT OFFICIAL RECORDS BOOK 4982, PAGE 80

PID:90-09-00-00-00-0011
FDOT

MULLET LAKE

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CITY OF DeBARY
16 COLOMBIA RD
DeBARY, FL 32713

FOREST ADKINS, P.E.
P.E. LICENSE NUMBER 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD)
TO COAST TO COAST TRAIL

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

# OVERALL PLAN

SHEET NO. 05

EXISTING TRAIL PREVIOUSLY CONSTRUCTED IN INTEGRA 289 EXCHANGE APARTMENTS PROJECT

PROPOSED TRAIL EASEMENT

74.2' EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION PER DEED BOOK 236, PAGE 268 AND RIGHT OF WAY AGREEMENT PER OFFICIAL RECORDS BOOK 4261, PAGE 1216

ASSUMED LOCATION OF TRANSMISSION LINE EASEMENT

CURVE DATA
PI STA. = 402+76.91
DELTA = 65° 53' 38"
D = 62° 16' 41"
T = 59.62
L = 105.81
R = 92.00
PC STA. = 402+17.29
PT STA. = 403+23.09

BEGIN CROSS SLOPE TRANSITION (-2% to 2%)
STA. 400+40.00

END CROSS SLOPE TRANSITION (-2% to 2%)
STA. 401+15.00

+70.00 11.00 LT.

+90.00 11.00 LT.

℄ CONST

SILT FENCE (TYP.)

LIMITS OF CONSTRUCTION

PROPOSED SWALE (TYP.)

EXISTING SOD ACCESS ROAD

EDGE OF PAVEMENT

16'

12'

401

402

N 90° 00' 00" E

2.00%

SAWCUT EXISTING ASPHALT

EDGE OF PAVEMENT

BEGIN PROJECT
BEGIN SEGMENT 2
STA. 400+40.00

ORANGE CONSTRUCTION FENCE

BEGIN FENCE REMOVAL
STA. 400+66.54 / 9.48' Rt.

+70.00 11.00 RT.

+90.00 11.00 RT.

CONST. 20' WIDE CONCRETE PAVEMENT (8" THICK)

SILT FENCE

BARB WIRE FENCE (POOR CONDITION)

PC STA. 402+17.29

MATCHLINE STA. - 402+80.00

PERPETUAL WATER FLOWAGE EASEMENT PER OFFICIAL RECORDS BOOK 4428, PAGE 2648 QUIT CLAIMED IN OFFICIAL RECORDS BOOK 7508, PAGE 3351 AND OFFICIAL RECORDS BOOK 7544, PAGE 2989.

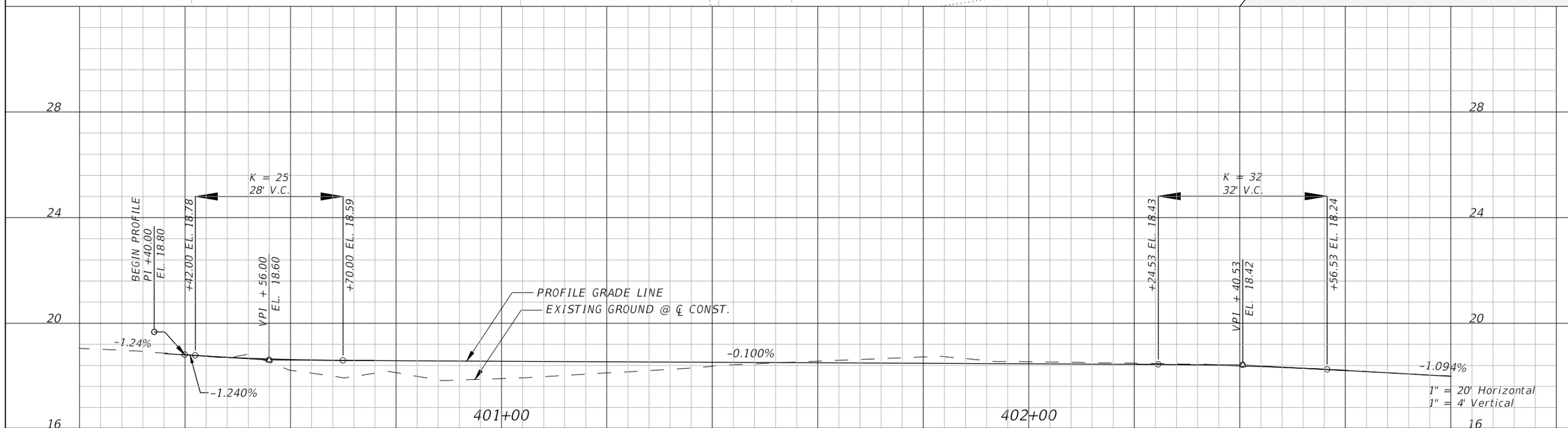
REMOVE 116 LF OF EXISTING BARB WIRE FENCE

END FENCE REMOVAL
STA. 401+57.26 / 31.39' Rt.

EXISTING OVERHEAD TRANSMISSION LINES

N

0 5 20
Feet




| REVISIONS | | |
|---|---|---|
| DATE | BY | DESCRIPTION |
| | | |

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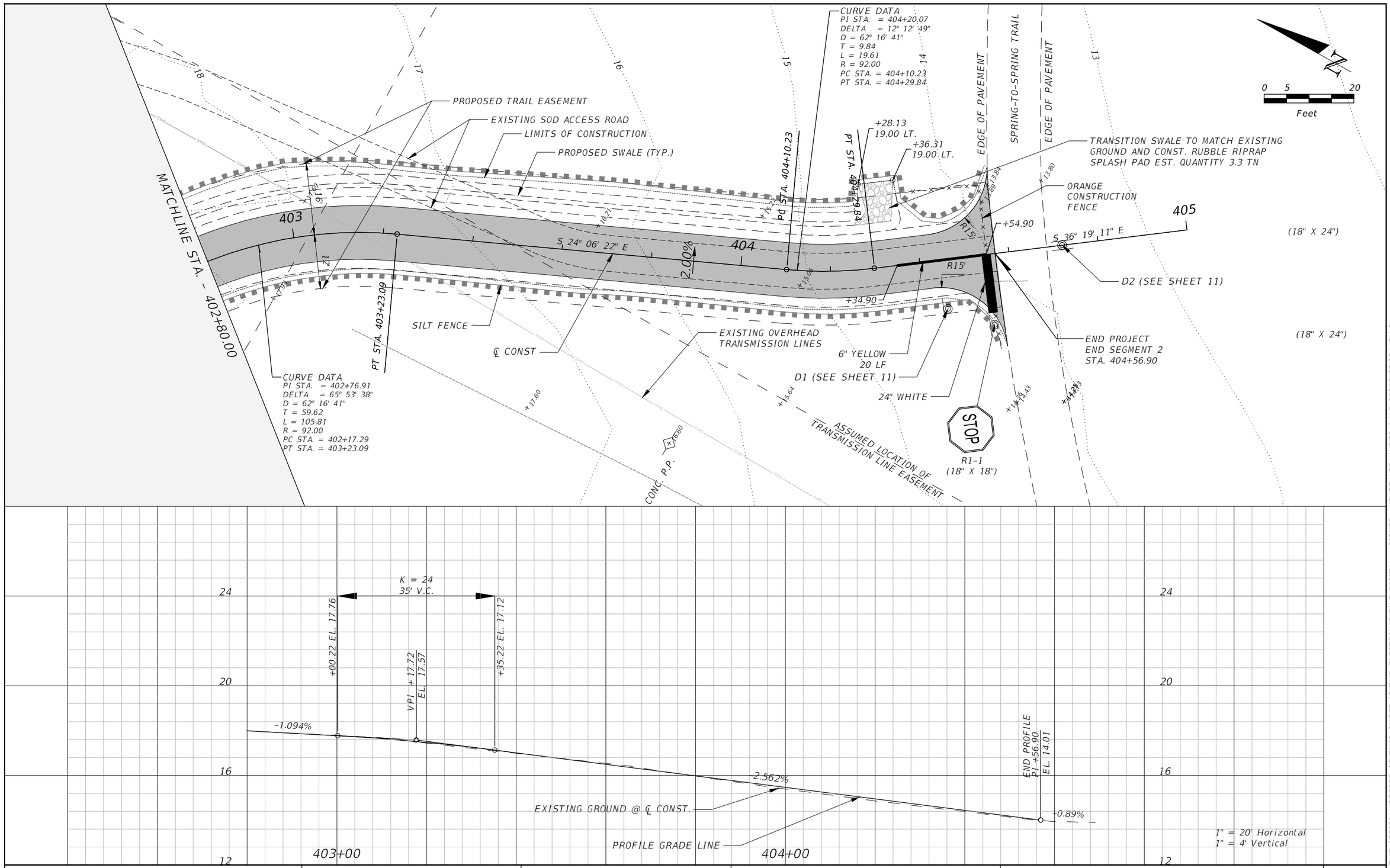
PLAN & PROFILE

SHEET NO. 06

O'Neill, Karen 11/8/2023 11:49:44 AM

Z:\2020 Projects\11415 (DeBary CSC)\TWO 01 - SUNTrail Segment 2\CAD\439195-1-58-01\Roadway\PLPRRD02.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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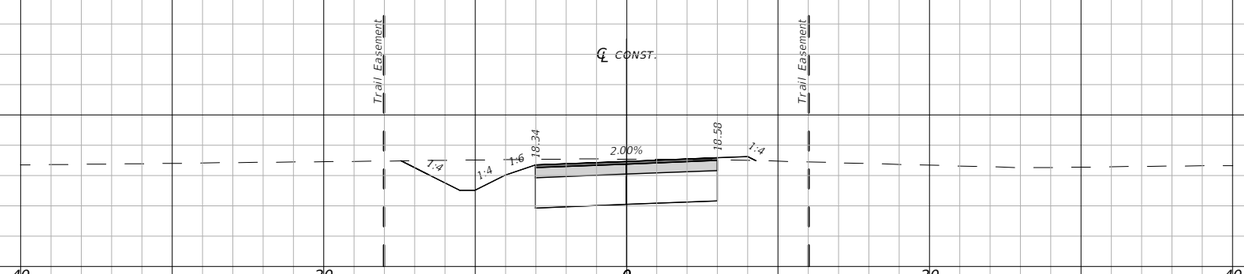
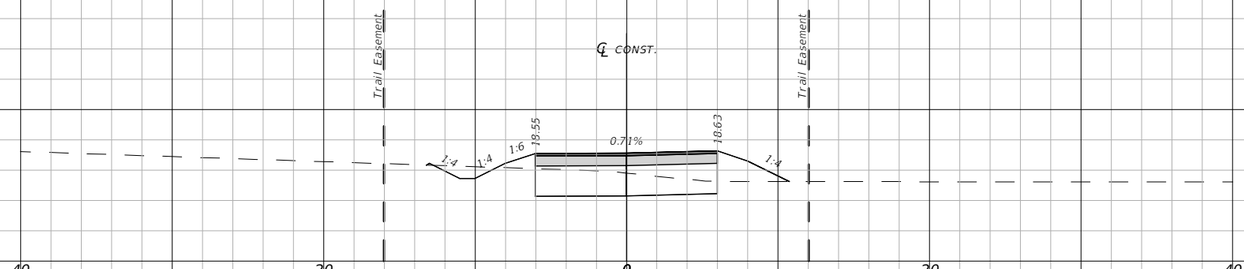
# PLAN & PROFILE

SHEET NO. 07

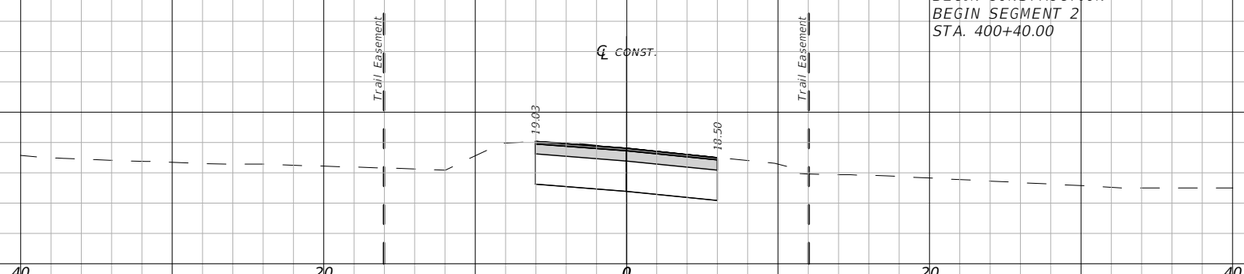



402+00.00




401+00.00

BEGIN PROJECT
BEGIN CONSTRUCTION
BEGIN SEGMENT 2
STA. 400+40.00




400+40.00

1" = 10' Horizontal
1" = 5' Vertical

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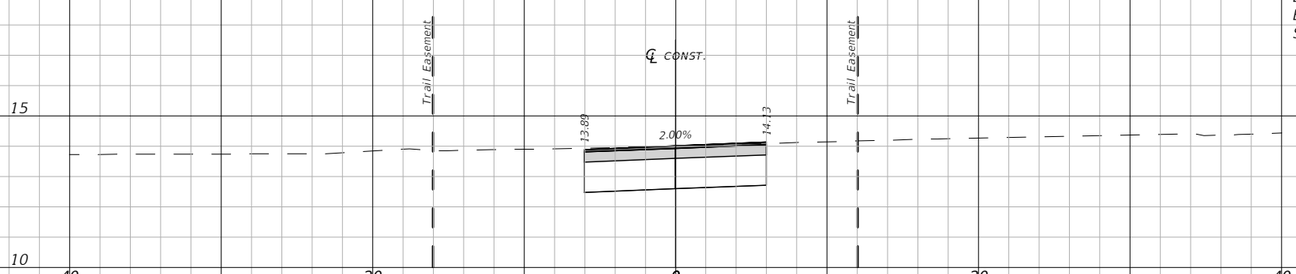
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

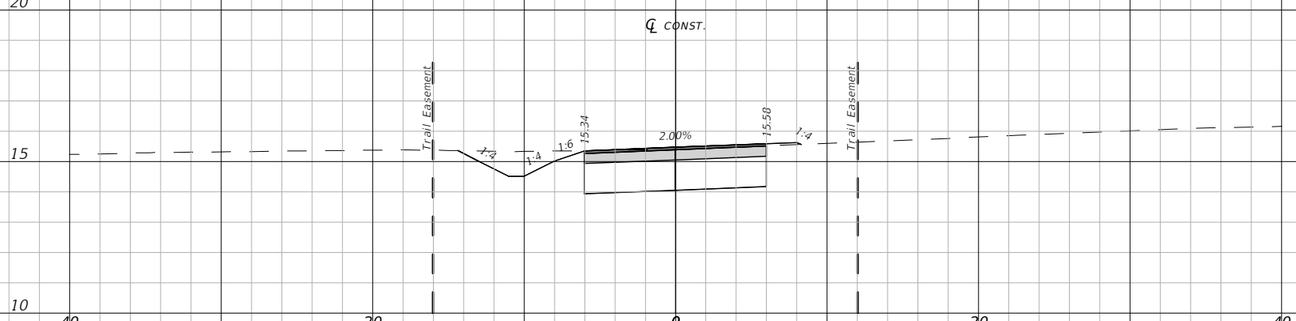
CROSS SECTIONS

SHEET NO.
08

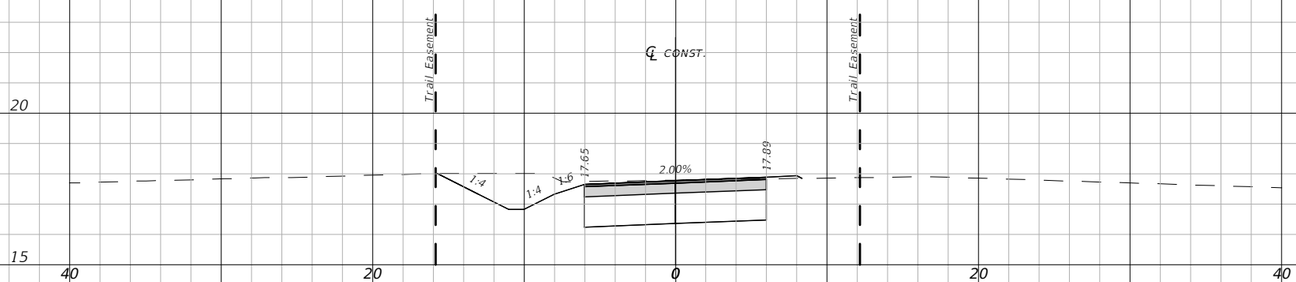
END PROJECT
END CONSTRUCTION
END SEGMENT 2
STA. 404+56.90




404+56.90




404+00.00




403+00.00

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1" = 5' Vertical

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# CROSS SECTIONS

SHEET NO. 09

11/8/2023 11:50:26 AM

Z:\2020 Projects\11415 (DeBary CSC)\TW0 01 - SUNTrail Segment 2\CAD\439195-1-58-01\Roadway\M0DLRD02.dwg

1.0 SITE DESCRIPTION:

PROJECT NAME:

US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD) TO COAST TO COAST TRAIL WITHIN CITY OF DEBARY.

SEGMENT 2 LOCATION LIMIT: STA. 400+40.00 TO STA. 404+56.90

PROJECT LOCATION:

*SEE COVER SHEET FOR LOCATION MAP

PROJECT OWNER AND ADDRESS:

CITY OF DEBARY
16 COLOMBIA RD,
DEBARY, FL 32713

1.A. NATURE OF CONSTRUCTION ACTIVITY FOR SEGMENT 2:

THE PROJECT CONSISTS OF CREATING A SHARED USE PATH CONNECTION BETWEEN THE INTEGRA 289 SUBDIVISION PROJECT AND THE EXISTING SPRING TO SPRING TRAIL. THE PORTION TO BE CONSTRUCTED IN SEGMENT 2 BEGINS AT STATION 400+40.00 AND ENDS AT STATATION 404+56.90.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING AS NECESSARY FOR INSTALLATION OF CONTROLS, BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING
2. INITIAL EARTHWORK FOR SIDEWALK CONSTRUCTION
3. STORM DRAIN AND UNDERGROUND UTILITY
4. SHARED USE PATH CONSTRUCTION

1.C. AREA ESTIMATES:

SEGMENT 2 TOTAL AREA TO BE DISTURBED: 0.221 ACRES

1.D. RUNOFF DATA:

UNDER PRESENT CONDITIONS, STORMWATER RUNOFF WITHIN THE MAJORITY OF THE PROJECT CORRIDOR SHEET FLOWS OVERLAND TO THE EXISTING MULLET LAKE.

SOILS DATA:

THE TYPES OF SOILS ENCOUNTERED ARE CLASSIFIED ACCORDING TO THE NATIONAL RESOURCE CONSERVATION SERVICE SOILS SURVEY FOR VOLUSIA COUNTY AND ARE LISTED IN THE FOLLOWING TABLE:

| SOIL NO. | SOIL NAME | HYDROLOGIC GROUP |
|---|---|---|
| 1 | APOPKA FINE SAND 0 TO 5% SLOPES | A |
| 17 | DAYTONA SAND, 0 TO 5% SLOPES | A |
| 29 | IMMOKALEE SAND | B/D |
| 61 | ST. JOHNS FINE SAND | B/D |

OUTFALL INFORMATION:

SHEET FLOW OVERLAND TO MULLET LAKE.

1.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS.

1.F. RECEIVING WATERS:

MULLET LAKE TO LAKE MONROE (WBID# 2893D)

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

BEST MANAGEMENT PRACTICES (BMPs) AND MEASURES SHALL BE IMPLEMENTED AT THE CONSTRUCTION SITE FOR ALL MAJOR SOIL DISTURBING ACTIVITIES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORMWATER RUNOFF. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN AND AS REQUIRED. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES. THE CONTRACTOR SHALL ALSO PROVIDE EROSION PROTECTION AS REQUIRED BY LOCAL, STATE AND FEDERAL LAW.

2.A.1 STABILIZATION PRACTICES:

THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY STABILIZATION:
* ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
* TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT STABILIZATION:
* ASPHALT OR CONCRETE SURFACE.
* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:
* SEDIMENT BARRIERS IN ACCORDANCE WITH THE CONSTRUCTION DETAILS AND SPECIFICATION SECTION 104.
* INLET PROTECTION IN ACCORDANCE WITH FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL. INLET PROTECTION DEVICES SHALL BE INSTALLED ON ALL PROPOSED STORM INLETS, AND INSTALLED ON ANY EXISTING STORM INLETS THAT MAY BE IMPACTED WITH SEDIMENT LADEN RUNOFF ORIGINATING FROM THE PROJECT AREA.

PERMANENT:
* SOD.
* SODDED SWALES.

2.A. STORMWATER MANAGEMENT:

IN PROPOSED CONDITIONS, STORMWATER RUNOFF FROM THE PROJECT SITE IS CONVEYED WITH OVERLAND FLOW TO MULLET LAKE, SUCH THAT EXISTING DRAINAGE PATTERNS ARE MAINTAINED.

2.C. OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO THE WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT AREA DURING CONSTRUCTION ACTIVITIES.

* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSING OF SOLID MATERIALS, INCLUDING BUILDING AND CONSTRUCTION MATERIALS, OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS, AND IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. NO WASTE MATERIALS SHALL BE BURIED ON SITE.

* SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE FOR COLLECTION OF THE SANITARY WASTE TO PREVENT SPILLAGE ONTO THE SITE.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

THE CONTRACTOR SHALL MINIMIZE OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
* REMOVING EXCESS DIRT FROM ROADS DAILY.
* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO THE FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.
* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

THE CONTRACTOR SHALL UTILIZE PROCEDURES THAT COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS AS DESCRIBED IN SPECIFICATION SECTION 104, EROSION CONTROL PLAN.

THE CONTRACTOR SHALL IMPLEMENT SITE SPECIFIC CONTROL MEASURES OR BMPs TO MINIMIZE OR ELIMINATE POLLUTANT DISCHARGES RESULTING FROM DEWATERING OPERATION. THE CONTROL MEASURES OR BMPs MAY INCLUDE THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* SEDIMENT TRAPS AND BASINS
* DEWATERING TANKS AND FILTERS

2.C.4 FERTILIZERS AND PESTICIDES:

THE CONTRACTOR SHALL APPLY FERTILIZERS AND PESTICIDES IN COMPLIANCE WITH THE PROCEDURES DESCRIBED IN THE APPLICABLE SUBSECTIONS OF SECTION 982 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

THE CONTRACTOR SHALL MAINTAIN A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

3.0 MAINTENANCE:

THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SPECIFICATION SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.
* INLET PROTECTION: REMOVE SEDIMENT PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* POINTS OF DISCHARGE TO WATERS OF THE UNITS STATES.
* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.
* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
* STRUCTURAL CONTROLS
* STORMWATER MANAGEMENT SYSTEMS
* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTION INDICATE THAT INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED POTENTIAL NON-STORMWATER DISCHARGES. THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE VOLUSIA COUNTY HAZARDOUS WASTE COORDINATOR, HECTOR VALLE (386-736-5927, EXT 12074).

ALLOWABLE NON-STORMWATER DISCHARGES INCLUDE THE FOLLOWING:

* DISCHARGES FROM FIREFIGHTING ACTIVITIES.
* FIRE HYDRANT FLUSHINGS.
* WATERS WITHOUT DETERGENTS USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.
* WATERS USED TO CONTROL DUST.
* POTABLE WATER SOURCES SUCH AS WATERLINE FLUSHINGS.
* LANDSCAPE IRRIGATION WATER AND DRAINAGE.
* ROUTINE EXTERNAL BUILDING WASHDOWN.
* PAVEMENT WASHWATERS THAT DO NOT CONTAIN DETERGENTS, LEAKS, SPILLS OF TOXIC OR HAZARDOUS MATERIALS.
* AIR CONDITIONING CONDENSATE.
* SPRING WATER.
* FOUNDATION OR FOOTING DRAIN FLOWS.
* NON-CONTAMINATED GROUND WATER ASSOCIATED WITH DEWATERING ACTIVITIES.

PROHIBITED NON-STORMWATER DISCHARGES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

* WASTEWATER FROM CONCRETE WASHOUT
* WASTEWATER FROM WASHOUT OR CLEANOUT OF STUCCO, PAINT, FROM RELEASE OF OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS.
* FUELS, OILS, OR OTHER POLLUTANTS FROM VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE.
* SOAPS, DETERGENTS, SOLVENTS, OR OTHER CLEANERS.
* HAZARDOUS SUBSTANCES OR OIL RESULTING FROM AN ON-SITE SPILL.
* SOLID MATERIALS, INCLUDING BUILDING MATERIALS

CONTRACTOR'S AND SUBCONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

| DATE | BY | DESCRIPTION |
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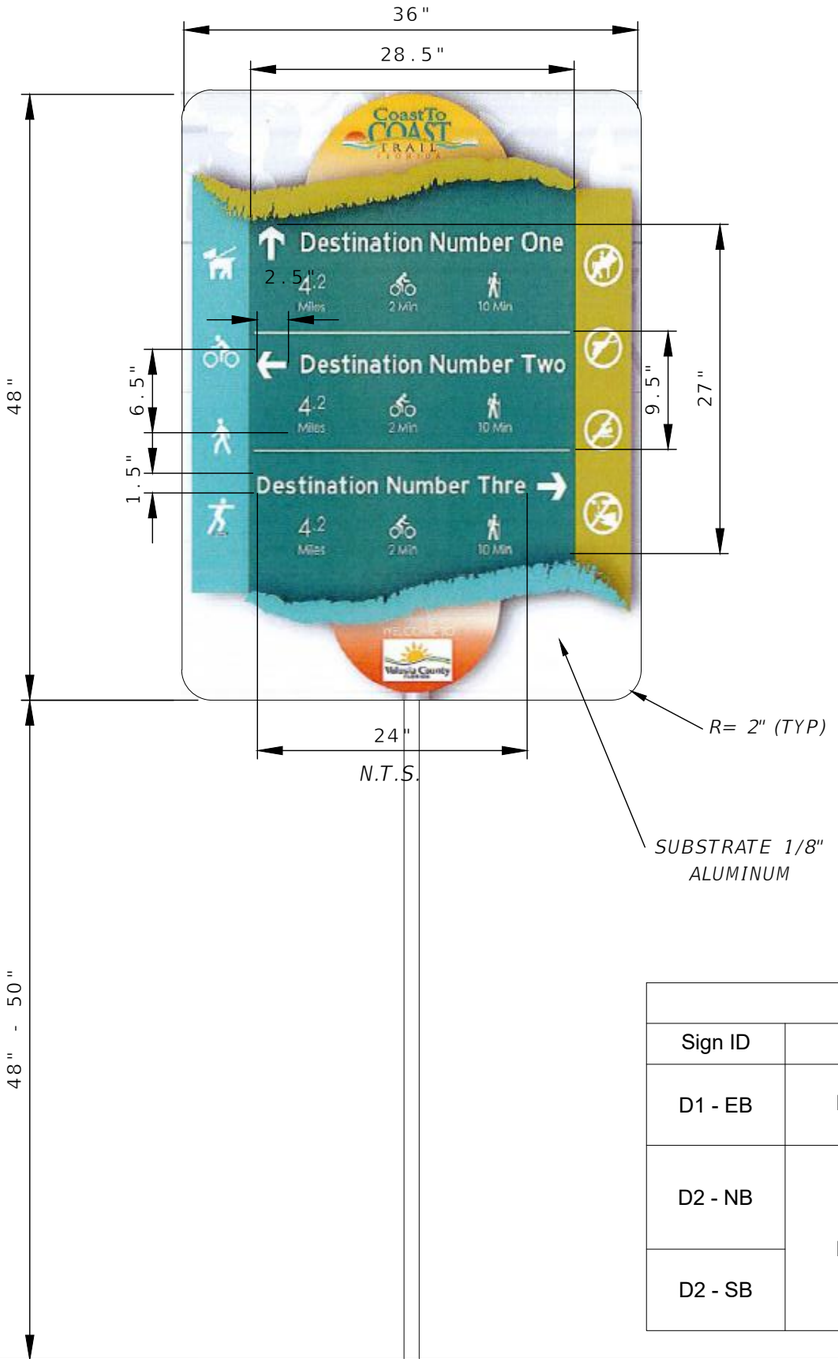
# STORMWATER POLLUTION PREVENTION PLAN NOTES

SHEET NO. 10




## DESTINATION SIGN NOTES

1. DESTINATION SIGNS ARE TO BE FABRICATED USING ARTWORK PROVIDED BY VOLUSIA COUNTY. SPECIFIC DESTINATIONS ALONG WITH THE THREE DESCRIPTORS BELOW THE DESTINATIONS ARE TO BE PLACED ACCORDING TO THE DESTINATION SIGN TABLE ON THIS SHEET. THE CONTRACTOR IS REQUIRED TO PRODUCE THE INDIVIDUAL LAYOUTS USING THE BASIC LAYOUT PROVIDED.
2. CONTACT FOR BASIC LAYOUT OF ARTWORK: (VOLUSIA COUNTY TIM BAYLIE 386-804-3565).
3. ROUND ALUMINUM POST SHALL BE 4" DIAMETER, POWDER-COATED SILVER AND INSTALLED PER STANDARD PLANS 700-010 FOR 4" POSTS.
4. WAYFINDING SIGN POSTS SHALL BE INSTALLED 5' FROM EDGE OF PATH.
5. SIGN LOCATIONS ARE PROVIDED ON SHEET 07.
6. POSITION SIGNS SUCH THAT THE NORTHBOUND (NB) IS VISIBLE TO TRAIL USERS TRAVELING NORTHBOUND. USE SAME SYSTEM FOR SOUTHBOUND, EASTBOUND, AND WESTBOUND.
7. D1 IS SINGLE SIDED AND D2 IS BACK TO BACK.

## LEGEND

EB = EASTBOUND

NB = NORTHBOUND

SB =SOUTHBOUND

^ =

> =

< =

## DESTINATION SIGN SPECIFICATIONS

1. SIGN SHALL BE DIGITALLY PRINTED VINYL IMAGES. THE VINYL SHALL BE PRESSURE ACTIVATED, REMOVABLE WITH HEAT, AND HAVE AN EXPECTED PERFORMANCE LIFE OF AT LEAST 5 YEARS. THE VINYL SHALL BE COVERED WITH A GLOSS OVERLAMINATE, EXTENDING THE EXPECTED PERFORMANCE LIFE TO AT LEAST 9 YEARS. BOTH THE VINYL AND OVERLAMINATE SHALL BE MATERIALS RECOMMENDED FOR OUTDOOR SIGNS AND SHALL BE MUTUALLY COMPATIBLE.
2. BOLTS SHALL BE INSTALLED SO THAT THEY DO NOT DISTORT OR BLOCK THE TEXT OR SYMBOLS ON THE SIGN FACE.
3. ALL SIGN POSTS (ROUND AND SQUARE) AND SQUARE CAPS SHALL BE TREATED WITH A HEATED, HIGH-PRESSURE PRE-WASH CHEMICAL SYSTEM PRIOR TO APPLICATION OF POWDER COATING. THE FINISH SHALL BE A POLYESTER URETHANE, BONDED METALLIC, DURABLE POWDER COATING THAT MEETS AAMA 2604 SPECIFICATIONS.
4. SIGN POSTS SHALL BE SILVER WITH A CMYK COLOR OF APPROXIMATELY 5, 6, 0, 40. THE COLOR MAY VARY SLIGHTLY TO PROVIDE A SIMILAR COLOR IN AVAILABLE POWDER COATING MATERIALS.

**Coast to Coast Trail Destination Signs**

| Sign ID | Location | Destination 1 | | | Destination 2 | | | Destination 3 | | |
|---|---|---|---|---|---|---|---|---|---|---|
| D1 - EB | Integra 289 Exchange | < Gemini Springs Park | | | < Trail Welcome Center | | | Lake Monroe Park > | | |
| | | 0.6 Mi | 2-4 Min | 11 Min | 2.3 Mi | 9-14 Min | 42 Min | 0.3 Mi | 1-2 Min | 6 Min |
| D2 - NB | Trail entrance at Integra 289 Exchange | ^ Gemini Springs Park | | | ^ Trail Welcome Center | | | ^ Blue Spring Park | | |
| | | 0.6 Mi | 2-4 Min | 11 Min | 2.3 Mi | 9-14 Min | 42 Min | 8.1 Mi | 32-49 Min | 147 Min |
| D2 - SB | | ^ Lake Monroe Park | | | SunRail DeBary Station > | | | ^ Seminole County Trails | | |
| | | 1.8 Mi | 7-11 Min | 33 Min | 0.7 Mi | 3-4 Min | 13 Min | 2.4 Mi | 9-15 Min | 44 Min |

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

| REVISIONS | | |
|---|---|---|
| DATE | BY | DESCRIPTION |
| | | |

CITY OF DeBARY
16 COLOMBIA RD
DeBARY, FL 32713

FOREST ADKINS, P.E.
P.E. LICENSE NUMBER 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD) TO COAST TO COAST TRAIL

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

# WAYFINDING SIGN DETAIL

SHEET NO. 11

## 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).

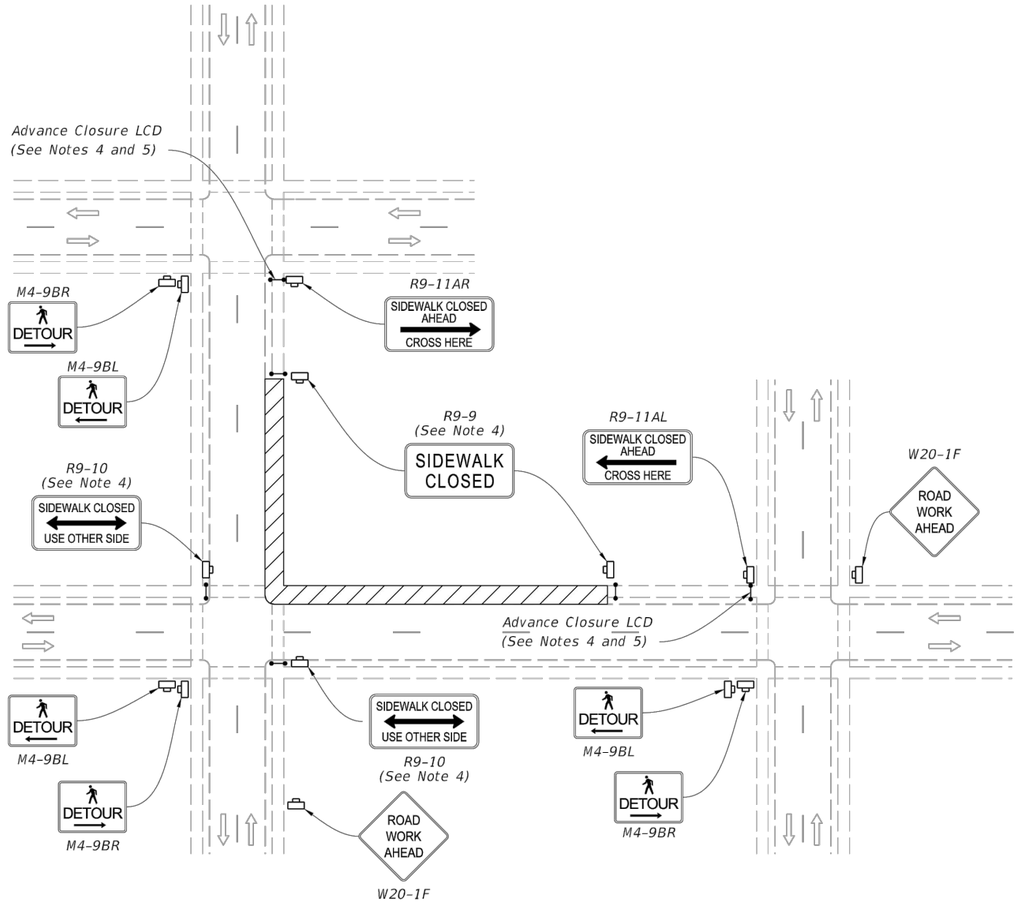
## SYMBOLS:

Work Area

Work Zone Sign

Pedestrian Longitudinal Channelizing Device (LCD)

Lane Identification and Direction of Traffic




# PEDESTRIAN DETOUR

| LAST REVISION | REVISION | DESCRIPTION: | | | | |
|---|---|---|---|---|---|---|
| 11/01/20 | | | FY 2023-24 STANDARD PLANS | SIDEWALK CLOSURE | INDEX 102-660 | SHEET 1 of 2 |

| REVISIONS | | |
|---|---|---|
| DATE | BY | DESCRIPTION |
| | | |

CITY OF DeBARY
16 COLOMBIA RD
DeBARY, FL 32713


FOREST ADKINS, P.E.
P.E. LICENSE NUMBER 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713


US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD) TO COAST TO COAST TRAIL

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

SIDEWALK CLOSURE DETAILS

SHEET NO. 12


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

## NOTES:

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'.

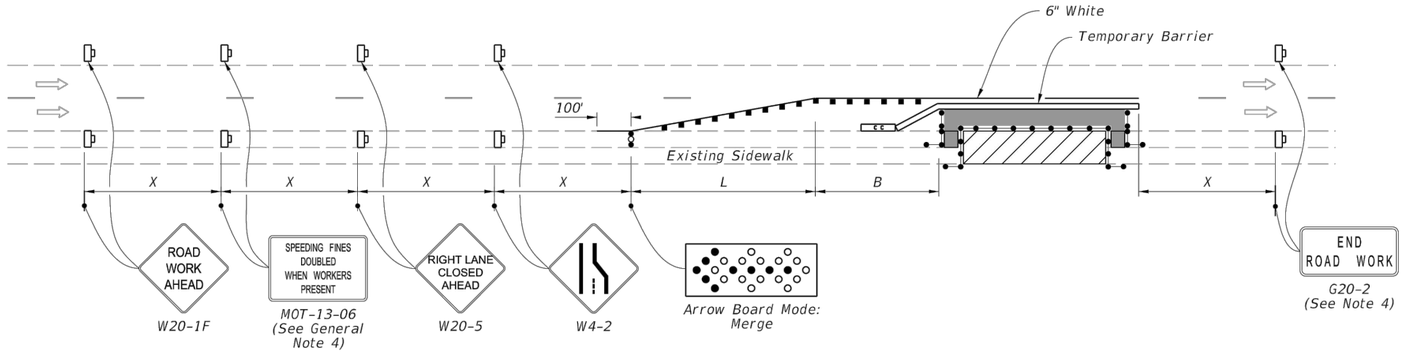
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.

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.

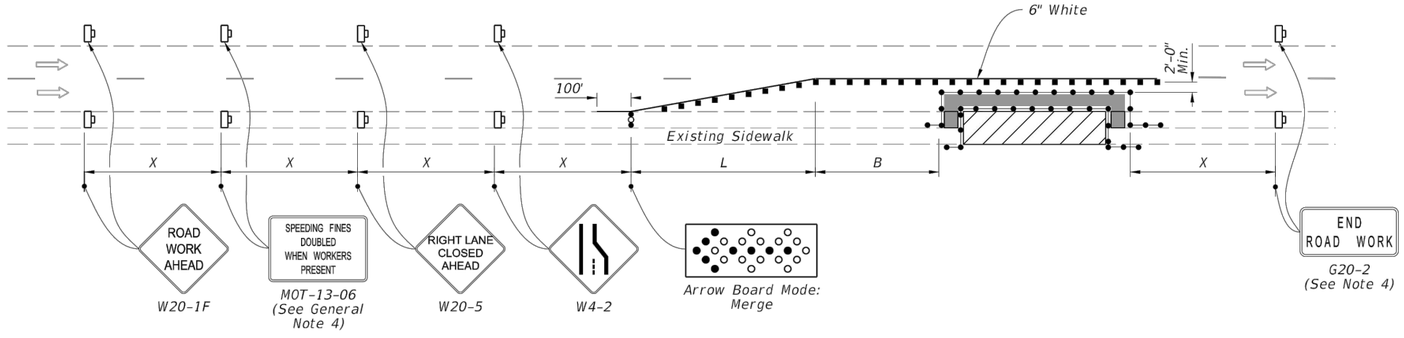
## SYMBOLS:

- 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



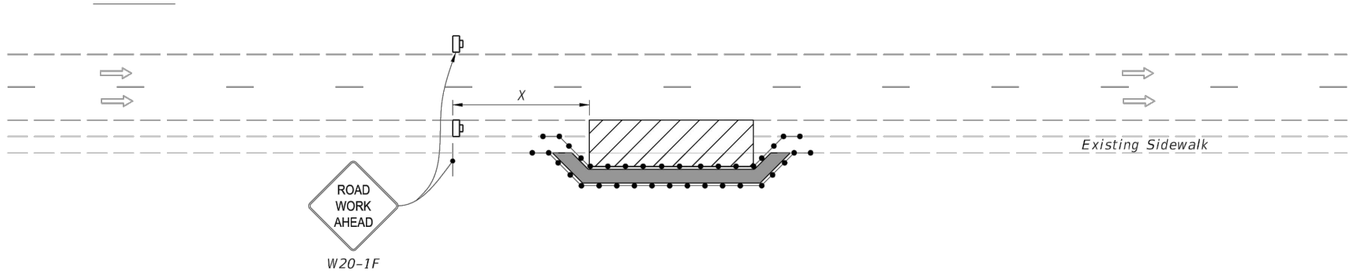

## PEDESTRIAN DIVERSION - OPTION 1

(Temporary Barrier Shown, Low Profile Barrier Similar)




## PEDESTRIAN DIVERSION - OPTION 2

(Work Zone Speed 35 mph or Less)




## PEDESTRIAN SPECIAL DETOUR

| LAST REVISION | REVISION | DESCRIPTION: | | | INDEX | SHEET |
|---|---|---|---|---|---|---|
| 11/01/21 | | | FDOT FY 2023-24 STANDARD PLANS | SIDEWALK CLOSURE | 102-660 | 2 of 2 |

| REVISIONS DATE | BY | DESCRIPTION |
|---|---|---|
| | | |

CITY OF DeBARY
16 COLOMBIA RD
DeBARY, FL 32713

FOREST ADKINS, P.E.
P.E. LICENSE NUMBER 56003
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

US 17/92 AT SUNRAIL STATION (FORT FLORIDA RD) TO COAST TO COAST TRAIL

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| BIKE PATH/TRAIL | VOLUSIA | 439195-1-58-01 |

SIDEWALK CLOSURE DETAILS

SHEET NO. 13

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

# EXHIBIT D

## SHARED USE PATHS-TRAILS GUIDELINES

# Electric Transmission Right of Way Requirements for Shared-Use Paths/Trails

This list of Duke Energy's transmission right of way requirements for the co-location of shared-use paths/trails has been developed as a guideline to answer the most frequently asked questions. This should not be considered a comprehensive list of all requirements or factors that may need to be addressed. You should contact the Asset Protection Right of Way Specialist if you have additional questions or concerns. This list of requirements and guidelines is subject to change at any time and without notice. Duke Energy reserves all rights conveyed to it by the right of way agreement applicable to the subject property. An engineering drawing, including topographic grade changes, location of Duke Energy structures and paths/trails must be approved by an Asset Protection Specialist.

Compliance with these Duke Energy Shared-Use Path/Trails requirements, or approval of any such plans by Duke Energy, does not guarantee that other applicable requirements imposed by any local, county, state, federal or other applicable regulatory agency have been satisfied.

Definition: For purposes of this document the term "trail(s)" shall be used to refer to Multi-Use Paths or Shared-Use Paths as defined by the American Association of State Highway and Transportation Officials (AASHTO).

1. The trails must not exceed a total of 12 feet in width, regardless of the surface construction material.
2. A minimum separation of 25 feet is required between the trail and its associated easement, to any Duke Energy electrical facility. This includes, but is not limited to, poles, towers, guy anchor(s), equipment, etc. If the owner of the trail is not the current owner of the fee simple title to the lands underlying Duke Energy's easement, the trail owner shall obtain a legally sufficient easement from the current fee simple title owner and produce said easement to Duke Energy prior to commencing activities within the Duke Energy easement. In the event a private easement is not required, no portion of the trail or shoulder, or associated grading, shall be located within 25 feet of any electrical facility.
3. The owner of the trail shall be responsible for safety and liability associated with its construction or use thereof.
4. Bollards shall be installed per Duke Energy specifications, with Duke Energy locks, where the trailheads connect with roads/streets as to prevent vehicular traffic. Duke Energy may require reinforcement of the trail at specified access points along the corridor for Duke Energy heavy equipment crossings. These trail reinforcement areas shall consist of a 20-foot-long, 12-foot-wide paved area capable of supporting 80,000 pounds with pavement markings indicating "heavy equipment crossing."
5. Culverts shall be installed where the trails cross creeks, ditches, etc. These culverts shall be capable of supporting 80,000 pounds, and shall be a minimum of 20 feet wide. Signage must indicate the maximum load of the crossing at culvert approach.
6. No structures including, but not limited to, lights, signs, benches, exercise equipment, and irrigation systems shall be located within the Duke Energy easement.
7. Planting of vegetation shall adhere to the Right of Way (RW) Restrictions Guidelines for the specific Duke Energy territory. A copy of the RW Restrictions/Guidelines can be obtained from your Asset Protection Specialist.
8. Duke Energy reserves the right to close, without notice, all or a portion of the trail located within the transmission line easement, for any length of time, for construction, maintenance or emergency line operations.
9. Duke Energy will not be held responsible for any damages to the trails due to its operations or any liability based on the use of the trail. Prior to the installation of a shared-use trail, a "Trail Encroachment Agreement", which includes "hold harmless" language, shall be executed with Duke Energy. In addition, deed information of all property owners that the trail affects must be supplied to Duke Energy. Proof that the property owners have signed an easement agreement with the owner of the trail will be required, as applicable.
10. All other Duke Energy electric transmission right of way restrictions/guidelines shall apply to the installation of trails.

We hope this is useful information. If you have additional questions or plan any activity not mentioned above, please contact:

Amy M. Finney

**Duke Energy Representative**

407-942-9401

**Phone Number**

# EXHIBIT E

## NOTICE OF COMPLETION

DocuSign Envelope ID: 025122A3-1BF7-42C4-AD96-6D58065878AE



# EXHIBIT "E"

## NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF DEBARY

PROJECT DESCRIPTION: Construction of a multi-use trail from US17/92 at SunRail Station (Fort Florida Road) to the Coast to Coast Trail

FINANCIAL PROJECT NUMBER (FPN): 439195-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20___.

By: _____

Name: _____

Title: _____

---

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

# EXHIBIT F

## TRAIL SEGMENT 2 – SKETCH & LEGAL

# LEGAL DESCRIPTION

DEBARY TRAIL CONNECTOR
SEGMENT 2

LEGAL DESCRIPTION

A 28.00 FOOT WIDE STRIP OF LAND, LYING IN SECTIONS 3, 4, 9, AND 10, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING 14.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°54'12" WEST, ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 27.25 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'00" EAST, 10.53 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 90°00'00" EAST, 177.29 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 94.00 FEET, A CENTRAL ANGLE OF 65°53'38", AN ARC LENGTH OF 108.11 FEET, A CHORD LENGTH OF 102.25 FEET AND A CHORD BEARING OF SOUTH 57°03'11" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 24°06'22" EAST, 87.14 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 12°12'49", AN ARC LENGTH OF 19.19 FEET, A CHORD LENGTH OF 19.15 FEET AND A CHORD BEARING OF SOUTH 30°19'11" EAST TO THE POINT OF TERMINUS OF SAID DESCRIBED CENTERLINE.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN VOLUSIA COUNTY, FLORIDA AND CONTAINS 11,725.6 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

(1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.

(2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.

(3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING SOUTH 89°54'12" WEST.

(4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

(5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

DAVID A. WHITE
STATE OF FLORIDA
4044
DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION L.B. #7808

Digitally signed by David A White
Date: 2021.11.04 15:19:31 -04'00'

(THIS IS NOT A SURVEY)

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION



PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

## SECTIONS 3,4,9 AND 10, TOWNSHIP 19 SOUTH, RANGE 30 EAST

| DATE: NOVEMBER 4, 2021 | PREP BY: J.L.M. | DRAWN BY: J.L.M. | JOB #: 21-029 |
|---|---|---|---|

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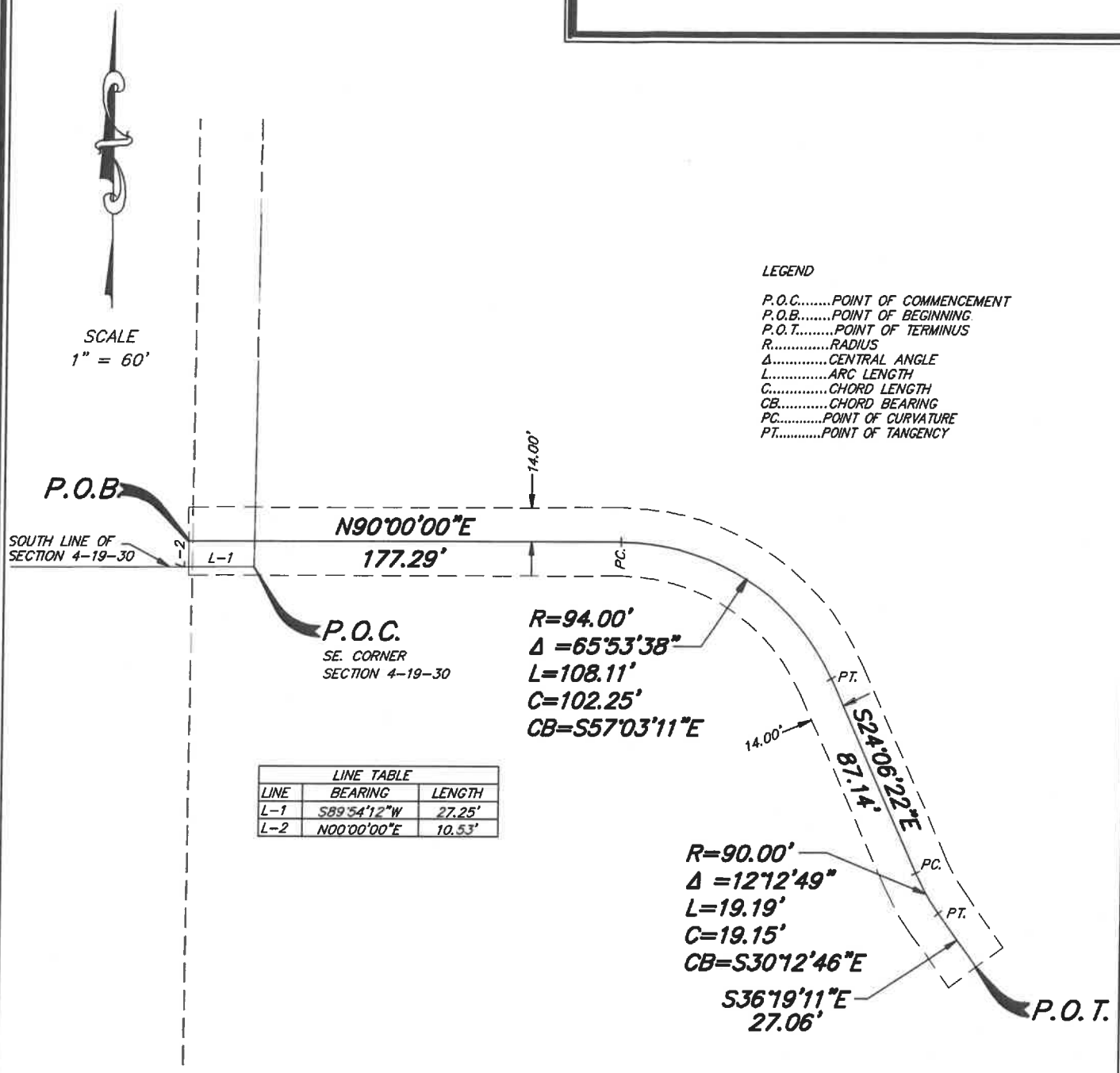
# LEGAL DESCRIPTION

DEBARY TRAIL CONNECTOR
SEGMENT 2




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L-1 | S89°54'12"W | 27.25' |
| L-2 | N00°00'00"E | 10.53' |

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 2


PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM


SECTIONS 3,4,9 AND 10, TOWNSHIP 19 SOUTH, RANGE 30 EAST

| DATE: NOVEMBER 4, 2021 | PREP BY: J.L.M. | DRAWN BY: J.L.M. | JOB #: 21-029 |
|---|---|---|---|

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# EXHIBIT G

VOLUSIA COUNTY USE PERMIT

# USE PERMIT

**Permit Number:** **2022-P-USE-0447**

**Issued**: July 20, 2023
**Expiration**: January 19, 2025

Approved Extension

**Project Name:** **SunRail - Connection to Spring-to-Spring Trail, DeBary**

**Applicant**
Yoandy Flores
City Of Debary
16 16 Colomba Rd
Debary, FL 32713

**Location:** City of DeBary, 17-92 & Ft. Florida Rd east to Gemini Springs Trail through County property.

**Scope of Work**
Project is for Multi-Use Trail segments that will connect the DeBary SunRail to Gemini Springs Park. Both segments, not adjacent to a County road right-of-way, do go through County property.

will extend from the eastern end of the existing Integra trail and connect to the Gemini Springs Trail.

**Required Inspections**
Traffic Engineering Inspection
Pre-Construction Meeting
Roadway Construction
Sub-base/Base
Asphalt Paving
Pre-striping Layout
Right-of-way Final

****Specific Conditions and Stipulations****

None

**Fees: NA**

**Total: NA**

## **Conditions and Stipulations**

**A copy of this permit, approved plans and any attachments, to include the name and contact information for the permit contractor, shall be on the job site at all times.**

### Call Before You Dig

- Permittee is cautioned that existing utilities may be located within the construction areas.

- Pursuant to Chapter 556, Florida Statutes, as amended, an excavator of the work performed under the scope of this application shall call the "Sunshine State One-Call of Florida, Inc." at 1-800-432-4770, not less than two or more than five business days before beginning excavation.

- Volusia County Traffic Engineering is not a member of Sunshine One-Call. All signal locates will need to be requested from Traffic Engineering at (386) 736-5968, at least **TWO BUSINESS DAYS** prior to beginning work authorized in this permit.

### Required Notifications

- Any sidewalk, lane or road closure requires review and approval in advance and a **SEVEN (7) DAY MINIMUM** notice to Jim Price at (386) 561-8666. Some lane closure operations may be restricted to 9:00 AM to 3:30 PM based on traffic volume and/or location.

- By accepting this Use Permit, the applicant agrees to notify/contact the Development Engineering office at (386) 736-5926 **ONE BUSINESS DAY** prior to beginning work authorized in this permit. Failure to provide the required notice

may result in the issuance of a stop work order and/or the suspension or cancellation of this permit.

- All required inspections are to be scheduled through the Development Engineering office at (386) 736-5926 in the order that the inspections are needed.

**Right-of-Way Requirements**

- All construction signs and barricades in compliance with Florida D.O.T. specifications must be on the job site and in place before work begins (post mounted may be required).

- No open cuts or excavated work areas are allowed to remain open in the clear zone except while work is actively being performed.

- All disturbed areas within the County of Volusia right-of way are required to be restored with sod.

- Provide a driveway culvert or grade driveway entrance to match historical drainage patterns and existing swale grades and location within the right of way. A positive drainage system shall be provided which will not adversely impact downstream owners or adjacent lands. Sumped conditions within the right of way are not acceptable.

**Work Days and Hours**

- All work authorized in this permit must be conducted between the hours of 7:00 AM – 3:30 PM Monday-Friday unless other arrangements have been made and agreed upon in advance with the County Development Engineer and/or his staff.

- **No jack and bores, directional drills, or open cuts are permitted on weekends and holidays unless prior approval from the County Development Engineer or designee is obtained.**

**Advisory**

- During major events in Volusia County that generate heavy traffic volumes, such as but not limited to, Race Week and Bike Week, work may be curtailed as directed by the County of Volusia.

- All construction and/or maintenance on the County of Volusia right-of-way shall conform to:
  - The Federal Manual on Uniform Traffic Control Devices (MUTCD) http://mutcd.fhwa.dot.gov/
  - The Department's Roadway and Traffic Design Standards http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

The Standard Specifications for Road and Bridge Construction and Qualified Products List http://www.dot.state.fl.us/programmanagement/default.shtm

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | |
|---|---|
| **Subject:** Animal Sheltering Services by Halifax Humane Society – FY 2024-25<br>**From:** Carmen Rosamonda, City Manager<br><br>**Meeting Hearing Date** September 4, 2024 | **Attachments:**<br>**( ) Ordinance**<br>**( ) Resolution**<br>**(x ) Supporting Documents/ Contracts**<br>**( ) Other** |

**REQUEST**

City Manager is requesting City Council approve the Halifax Humane Society Animal Sheltering Services Contract for FY2024-25

**PURPOSE**

In order to enforce the ordinances of the City of DeBary and the laws of the State of Florida with respect to stray animals, the City of DeBary desires to deliver stray animals to the Halifax Humane Society for the humane impoundment and humane disposition of said animals.

**CONSIDERATIONS**

- The City of DeBary has entered into animal control contracts with Halifax Humane Society for over 7 years consecutively for animal sheltering services. This contract is for one year, October 1, 2024 through September 30, 2025.
- As with all services, Halifax price structure has increased slightly due to economic conditions.
- The City of DeBary utilizes two organizations to provide shelter for stray and/or impounded animals, Halifax Humane Society and Southeast Volusia Humane Society.
- By entering into annual agreement with both organizations, the City of DeBary will align its overall animal control practices with the City of Orange City and provide flexibility in managing and caring for animals. It also protects the City in the event one organization is unable to perform such quality services due to overcrowding, shortages in staff, funding problems or performance issues.
- The City of DeBary has a current contract with Orange City for animal control services thru September 30, 2025.

**COST/FUNDING**

The fee schedule is located in Section 3 of the contract. The City is only charged for services when animals are sheltered at Halifax Humane Society.

**RECOMMENDATION**

It is recommended the City Council approve the Halifax Humane Society Animal Sheltering Contract for FY 2024-2025.

**IMPLEMENTATION**

Upon approval, animal sheltering services will continue with Halifax Humane Society.

**ATTACHMENTS**

- FY 2024-2025 Agreement for Services Contract – Halifax Humane Society

**AGREEMENT FOR SERVICES BETWEEN**
**Halifax Humane Society, Inc.**
**AND**
**City of DeBary**

**This Services Agreement** ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the City of DeBary (Impounding agency), a charter impounding agency and political subdivision of the state of Florida, with its primary address at 16 Colomba Rd., DeBary, Fl., 32713.

**WHEREAS,** in order to enforce the ordinances of the Impounding agency and the laws of the State of Florida with respect to stray animals, the Impounding agency desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

**WHEREAS,** the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed humanely.

**NOW, THEREFORE,** for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2024, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2025. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire. Upon written agreement of the parties, this contract may be renewed for up to three (3) twelve (12) month periods, with a 10% increase of fees per renewal.

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**

   (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within (Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

   (b) The Humane Society will provide means to accept all stray dogs and other stray or seized domesticated animals delivered to the Shelter by the Impounding agency's

law enforcement personnel, Animal Control Officers, or other designated officers appointed by the Impounding agency for this purpose. The Humane Society will provide Return to Field (RTF) for unsterilized cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

(c) When the Impounding agency delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the impounding agency representative shall attempt to return the animal to it's rightful owner, when safe for the animal to do so. The impounding representative shall also provide all contact information gathered and documented attempts of contact for the owner/guardian to Halifax. An administrative fee of $45 will be assessed for every animal found to have identification be means of collar with information, tag or microchip that the owner/guardian has not been attempted to contact and provided documentation of such. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia Impounding agency Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding agency's expense for a period of three (3) calendar days (unless Impounding agency the cat is referred to the Return to Field (RTF) program as described below). There will be a 24 only holding period for dogs under 6 months of age when 2 or more are impounded and no holding period for cats under the age of 6 months provided there is no owner identification. If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

(d) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation, the Humane Society Impounding agency will decide whether the cat will be referred for impoundment or RTF and notify the impounding agency. The Impounding agency representative will expressly inform the Humane Society if a cat is brought in as part

of the Trap, Neuter and Return Program (TNR). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding agency person designated by the Police Department. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding agency. Fees for this service are listed in 3.b. under RTF/TNR Cats. The Impounding agency will only be responsible for services or procedures that are requested and expressly included in this agreement. The Impounding agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

i. The Humane Society and the Impounding agency shall mutually agree on the day(s) of the week that the Impounding agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.

ii. Surgeries may be completed at either:
Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124
Or
HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.

iv. If the Impounding agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of $45.

v. Upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The Humane Society recognizes that the Impounding agency does not have a licensed veterinarian on staff and does not have the ability to determine whether an animal should be euthanized. The cost for euthanasia is $45.

vi. All cats being returned to the Impounding agency staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.

vii. No procedures other than those listed in this document will be paid for by the Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:

- Invoice number
- Visit Date
- Billing Date
- Animal Name and/or Number
- Impounding agency services provided
- Cost for each service provided
- Total cost

viii. The Humane Society will combine and send all invoices to the Impounding agency monthly.

ix. ACO's will notify the Humane Society staff at the LPGA location whether a feline brought there is part of the TNR program, if it is for RTF, is wild, stray, confiscated, or seized.

x. The Humane Society will only release RTF cats to the Impounding agency Animal Control Officer unless Impounding agency provided permission for a 3rd party release in writing from the agency's authority.

3. **BILLING & PAYMENT**:

(a) The Humane Society shall bill the Impounding agency pursuant to Paragraph 3(b), as applicable, for:

(i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the Impounding agency's designated personnel, Police or Animal Control Officers;

(ii) each stray dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within Impounding agency the jurisdictional limits of the impounding agency and delivered to the Shelter by a private citizen. Owner surrendered animals will only be accepted via impounding

agency with Supervisor approval from Halifax Humane Society. Owner requested surrenders in the field should be referred to Halifax Humane Society directly; and

(iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up at the request of the Impounding agency by the Humane Society within Impounding agency jurisdictional limits of the impounding agency.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

| **Type of Animal** | **Fee** |
|---|---|
| **Dog or cat** (if the cat is not eligible for RTF/TNR program) | |
| Impoundment | $156.00 |
| 2nd day of impoundment | |
| 3rd day of impoundment | |
| **Other domesticated animal** | $130.00 |
| **Livestock animal** | $195.00 |
| **Wild animal (Euthanasia)** | $ 71.50 |
| **Deceased on arrival (Disposal)** | $32.50 |
| **Quarantined animal (*e.g.*, Rabies)** | $390, $39 per day<br>Quarantine period determined by Florida State Statute |
| **Confiscated animal** | $130 for the 1st day of impoundment plus $45.50 for each additional day of impoundment |
| **Fees for RTF/TNR cats** | |
| **Sterilization Surgery** Complimentary ear tipping, FVRCP, Rabies Vaccines | $58.50 |

| | | |
|---|---|---|
| **Anesthesia Fee** | | |
| No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine | $58.50 | |
| **Euthanasia** | | |
| Veterinarian determined that patient cannot undergo surgery due to illness/disease | $58.50 | |
| **Fees for Additional Services** | | |
| **Forensic calls and staff assistance** | Staff Support: | $32.50 |
| | Veterinarian Support | $162.50 per hr. |

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the Impounding, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding agency account for animals that were not impounded by a an impounding agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

(e) The Humane Society will use good faith efforts to try to collect from the animal's owner all costs for which the Impounding agency is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the Impounding agency shall be credited half any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia Impounding agency Health Department of any rabies specimen animal that dies during the quarantine period, and will allow the Volusia Impounding agency Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding agency impounding agency shall pay the applicable charges for quarantine service

pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The Impounding agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the Impounding agency at the default "stray" rates provided in Section 3(b) of this Agreement. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency decision to submit the animal as a stray, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding agency's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding agency may request that euthanasia be performed by the Humane Society when it is the Impounding agency belief that the dog poses a threat to public safety. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency decision to submit the animal under the Dangerous Dog Law, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding agency The Impounding agency will pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding agency

agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises. The impounding agency agrees to provide next of kin, emergency contact or any other guardian information to Halifax within 3 days of impoundment. Failure to do so by the impounding agency will forfeit any hold on the animal other than the mandatory 3 day holding period for stray animals.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the Impounding agency as a result of an owner eviction will be held by the Humane Society for 5 days. The impounding agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of animal confiscated. Impounding agency's representative will provide proof of such notice, inform of agency report or photograph of notice on the dwelling with address or writ of possession displayed. . If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the Impounding agency.

As the impounding agency, if the Impounding agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency's decision to submit the animal as a "stray", except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the Impounding agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding agency. If the Humane Society exercises this option, it will provide the Impounding agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the Impounding agency.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the Impounding agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of

any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The Impounding agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the Impounding agency beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Impounding agency for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Impounding agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. **PUBLIC RECORDS:** Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, email for Impounding Agency, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian,** 16 Colomba Rd, DeBary, Fl. 32713.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the Impounding agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

a) Keep and maintain public records required by the Impounding agency to perform the services and work provided pursuant to this Agreement.

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

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Impounding agency.

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

e) Requests to inspect or copy public records relating to the Impounding agency's contract for services must be made directly to the Impounding agency. If contractor receives any such request, contractor shall instruct the requestor to contact the Impounding agency. If the Impounding agency does not possess the records requested, the Impounding agency shall immediately notify the contractor of such request, and the contractor must provide the records to the Impounding agency or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the Impounding agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Impounding agency. Humane Society shall indemnify, defend, and hold the Impounding agency harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes Impounding agency to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia Impounding agency on an expedited basis to enforce the requirements of this section.

13. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia Impounding agency, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the Impounding agency Manager with respect to the Impounding agency and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the Impounding agency have executed this Agreement for Services between Halifax Humane Society Inc. and the Impounding agency of Volusia, effective on the date and year as set forth above.

**HALIFAX HUMANE SOCIETY, INC.**

By: _____
Name: Miguel Abi-Hassan
Title: Chief Executive Officer
Date: 4/18/24

**IMPOUNDING AGENCY OF VOLUSIA**
CITY OF DeBARY

By: _____
Name: Karen Chasez, Mayor
Title:
Date: _____

ATTEST:

By: _____
Name: Christina Sutherin
Title: Chief Operating Officer
Date: 4/18/2024

ATTEST:

By: _____
Name: Carmen Rosamonda, City Manager
Title:
Date: _____

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | | |
|---|---|---|
| **Subject:** | Renewal of Volusia Sheriff's Office Interlocal Agreement for Law Enforcement Services – 3 years. | **Attachments:** **( ) Ordinance** |
| **From:** | Carmen Rosamonda, City Manager | **( ) Resolution** **(x ) Supporting Documents/ Contracts** |
| **Meeting Hearing Date** | September 4, 2024 | **( ) Other** |

**REQUEST**

City Manager is requesting City Council approve the 2024 Three-Year Renewal of the Volusia Sheriff's Office Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of DeBary.

**PURPOSE**

The purpose of this request to continue contracting with the Volusia Sheriff's Office for Law Enforcement Services.

**CONSIDERATIONS**

- The City and Volusia Sheriff's Office has partnered together for over 30 years in providing law enforcement services. At the last Compstat Meeting, the Sheriff's Office has cleared 79.04% of the offenses in DeBary. This best-practice partnership has led the City of DeBary to be the safest City in Volusia County.

- This Interlocal Agreement is for 3 years with annual approvals for staff size and rate of services.

- The last agreement was for 2 years after the Sheriff became an independent constitutional officer. The cost for the last two years has remained the same at $3,944,525 per year.

- This Interlocal Agreement begins with providing 26 sworn personnel including supervisors, seventeen (17) deputies assigned primarily to traffic enforcement ("traffic deputy"), one (1) captain, one (1) lieutenant, six (6) sergeants primarily assigned to the traffic enforcement ("traffic sergeant") and one (1) office worker. The cost for FY 2024-25 is $4,319,703.

**COST/FUNDING**

The cost of this FY 2024-25 contract is $4,319,703.

**RECOMMENDATION**

It is recommended that the City Council approve the 2024 Three-Year Renewal of the Volusia Sheriff's Office Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of DeBary.

**IMPLEMENTATION**

Interlocal Agreement is effective October 1, 2024.

**ATTACHMENTS**

2024 Interlocal Agreement – 3 years
Compstat Offenses/Offenses Cleared Report 1/1/24-6/30/24

**2024 THREE-YEAR RENEWAL OF VOLUSIA SHERIFF'S OFFICE STANDARD INTERLOCAL AGREEMENT FOR PROVISION OF LAW ENFORCEMENT SERVICES TO THE CITY OF DEBARY, FLORIDA**

THIS AGREEMENT is entered into by and between the Volusia Sheriff's Office, an independent constitutional officer, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as "SHERIFF", and the City of Debary, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 137 South Highway 17-92, Debary, Florida, hereinafter referred to as "CITY".

**RECITALS**

1. The SHERIFF is authorized by§ 125.0l(l)p, Florida Statutes, to " ... enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions."

2. Public agencies (including SHERIFF and CITY) are authorized by§ 163.01(14), Florida Statutes, to enter " ... into contracts for the performance of service functions of [such) public agencies but shall not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or CITY officers." The parties expressly deny any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to SHERIFF.

3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting" ... local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors

influencing the needs and development of local communities." § 163.01(2), Florida Statutes.

4. Pursuant to § 768.28(19), Florida Statutes, neither the SHERIFF nor the CITY waives any defense of sovereign immunity, or increases of the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.

5. The City Commission of the CITY, after evaluation of options for the provision to its residents of the municipal law enforcement services enumerated herein, has made a legislative determination that the interests of its residents will be best served by continuing to contract with SHERIFF for such services, which services will be performed by SHERIFF personnel, but under the managerial direction of the CITY Commission in accordance with the terms of this Agreement. SHERIFF previously provided such services to the CITY as a department head of the County of Volusia. Pursuant to Amendment 10 to the Florida Constitution, SHERIFF is now an independent constitutional officer as of January 5, 2021.

6. SHERIFF certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated herein, and SHERIFF is willing to provide such services to CITY.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:

7. The foregoing recitals are hereby adopted as a material part of this Agreement.

8. **PURPOSE**. The purpose of this Agreement is for the SHERIFF to provide specified municipal law enforcement services and equipment to the CITY (hereafter, the "Contract Services"), at the level of service ("LOS") herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **VOLUSIA SHERIFF'S OFFICE**. SHERIFF shall provide the Contract Services as an independent constitutional officer for purposes of performance, interpretation, and implementation of this Agreement.

10. **ENFORCEMENT OF LAWS**. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, federal laws, county ordinances applicable within the CITY, as well as the ordinances of the CITY.

11. **SCOPE OF SERVICE**. SHERIFF shall provide 24-hour law enforcement services to the CITY and enforce all laws as provided in Article 10 hereof. Staffing levels shall provide for a total of twenty-six (26) sworn personnel including supervisors, seventeen (17) deputies assigned primarily to traffic enforcement ("traffic deputy"), one (1) captain, one (1) lieutenant, six (6) sergeants primarily assigned to the traffic enforcement ("traffic sergeant") and one (1) office worker. Patrol zones shall be identified within the municipal boundaries and staffed by patrol deputies working (twelve) 12 hour shifts. Office personnel shall staff a substation located within the municipal boundaries, said substation to be open to the public for a minimum of 8 hours per day, 5 days per week. All dispatching will be handled by the Sheriff. It is the specific understanding of the parties that in no event will any hiring freeze or other staffing condition of the Sheriff's Office, county-wide, lead to any reduction of level of service provided in this Agreement or increase overtime charged to CITY under this Agreement.

It is understood that the CITY expects to receive the contracted staffing levels. The minimum staffing level for patrol deputies shall be full staffing. Every attempt within reason will

be made to ensure that occasional vacancies due to sickness, vacation and/or training shall be filled with additional personnel to comply with the provision of this Agreement.

Nevertheless, the parties understand that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or employee of the SHERIFF shall perform for the CITY any function not within the scope of the duties of such officer or employee in performing the same kind of services for the SHERIFF.

It is understood that the CITY expects to receive the contracted staffing levels. The minimum staffing level for patrol deputies shall be full staffing. Every attempt within reason will be made to ensure that occasional vacancies due to sickness, vacation and/or training will be filled with additional personnel to comply with the provision of this Agreement.

Nevertheless, the parties understand that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or department of the SHERIFF shall perform for the CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for the SHERIFF.

12. **MUNICIPAL SERVICES**. The Contract Services purchased by CITY herein are a municipal level of services. Such Contract Services shall be provided by SHERIFF resources distinct from the level of services that are funded by county-wide ad valorem and other county-

wide revenues (hereinafter, "County Services"), which services SHERIFF would provide irrespective of this Agreement, and which services SHERIFF shall continue to provide notwithstanding this Agreement.

The CITY government shall pay SHERIFF for the Contract Services provided for herein. This Agreement does not affect other services that the County of Volusia may provide through county general fund revenues.

13. **COMPENSATION and LEVEL OF SERVICE**. CITY shall pay SHERIFF the sum of FOUR MILLION, THREE HUNDRED NINETEEN THOUSAND, SEVEN HUNDRED AND THREE AND ZERO ONE HUNDREDTHS ($4,319,703.00) DOLLARS for the foregoing law enforcement services for FY24-25 in accordance with CITY's adopted budget for said services.

SHERIFF agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the SHERIFF provide services either different in kind, or at a higher staffing level than that contemplated herein, the CITY Manager shall have the authority to negotiate with the SHERIFF regarding modification of the Agreement and shall bring any modification to which the SHERIFF agrees to the CITY Commission for appropriate action. During a fiscal year, any request for modification of service levels, which are not deemed material under Article 24, shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24, that Article shall be controlling.

SHERIFF shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the SHERIFF shall reconcile actual costs against the compensation set forth in this Section 13 and remit to CITY any monies paid by CITY in excess of actual costs incurred by SHERIFF no later than **December 31, 2025**, or SHERIFF shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the SHERIFF no later than **December 31, 2025**. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the SHERIFF for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

14. **DEPUTY EQUIPMENT/SUBSTATION FACILITIES**. The SHERIFF shall provide each deputy who provides Contract Services with a patrol automobile and all other necessary and appropriate equipment, which equipment shall at all times remain the property of the SHERIFF. Deputies providing Contract Services shall operate out of a substation facility located within the municipal boundaries of the CITY and provided for by the CITY. All furniture and equipment located within the substation and provided by the Sheriff shall at all times remain the property of the SHERIFF. Any improvements made to the CITY's substation facility by the Sheriff shall become the property of the CITY.

15. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** During the term of this Agreement, the CITY shall have the continuing right and authority to manage and direct, in general terms, the provision of the Contract Services, as outlined in this Agreement, including the deployment of personnel and equipment. However, where specific professional standards are applicable to the actual implementation of such forces, the Sheriff's designated officer in charge (OIC) of the assigned personnel, or his or her designee, shall have the authority for decision making within that realm. The Sheriff or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein.

16. **LIAISON.** A close liaison shall be maintained between the CITY and the SHERIFF. The SHERIFF agrees to make available to the City Manager a specified member or members of his command staff who shall be available at reasonable times to act as liaison between the CITY and the SHERIFF. The City Manager and the SHERIFF, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement.

17. **AUTHORITY TO ACT.** CITY hereby vests in each sworn deputy of the SHERIFF, who from time to time may be assigned to CITY under this Agreement, to the extent allowed by law, all law enforcement powers and jurisdiction of the CITY which are necessary to implement and carry out the Contract Services, for the limited purpose of giving official and lawful status and

validity to the performance thereof by sworn deputies. Every sworn deputy of the SHERIFF, designated by the SHERIFF to provide Contract Services and actually engage in the performance of the Contract Services shall be deemed to be a sworn officer of the CITY. Accordingly, such sworn deputies of the SHERIFF are hereby vested with the power to enforce the ordinances of the CITY, to make arrests and searches in accordance with the law, and to perform all other law enforcement functions incidental and necessary to the performance of the Contract Services.

18. **PERSONNEL MATTERS.** All SHERIFF personnel assigned to perform Contract Services shall remain subject to SHERIFF General Orders ("General Orders") for all purposes contemplated thereunder, including, but not limited to, hiring, training and assignment, annual and sick leave, promotions, merit and cost-of-living raises, and disciplinary actions. Any complaint of a disciplinary nature by CITY regarding a SHERIFF employee shall be referred to the SHERIFF, who shall remain the appointing authority for such employee, for all purposes designated under the SHERIFF's General Orders. Such SHERIFF employees shall have no right to elect or choose any procedures available to CITY employees.

19. **FINES AND FORFEITURES.** All fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed as provided by general law and the rules of the court. Extraordinary revenues generated within the municipal boundaries of the CITY shall be distributed based upon the specifics of the situation, applicable law, and by agreement between the CITY Manager and the SHERIFF.

20. **RECORDS.** The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. A computer printout reflecting this information shall be furnished to the City Manager each month. Additionally, the SHERIFF shall maintain a dispatch log regarding all calls for assistance originating from within the CITY limits. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed, and the geographical location of the incident.

21. **TERM**. This Agreement shall take effect on the **1st day of October 2024** and shall continue in effect for a term of **three (3) years** subject to budget appropriations, except that the SHERIFF may on an annual basis request an increase in the total cost of the services by a figure that does not exceed the actual increase in costs of the services provided. The CITY shall have the option to renew this Agreement for three (3) additional years, in multi-year or single year increments, upon notification to the Sheriff in writing of its election to do so. In the event that the CITY elects to exercise such option, and the Sheriff agrees to a renewal, the renewed Agreement shall be upon the same terms and conditions as is set forth herein, together with any amendments hereto or as otherwise agreed by the parties upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application to the SHERIFF in writing therefore and provide notification in accordance with Article 26 no later than **July 1, 2027**.

22. **NO PLEDGE OF AD VALOREM TAXES**. The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the SHERIFF shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement, and it is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the SHERIFF. The foregoing notwithstanding, the CITY shall pay deficits for services rendered by the SHERIFF to the CITY in accordance with Article 13.

23. **SOVEREIGN IMMUNITY**. Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. It is the intent of the CITY that the CITY' s management decisions as contemplated in Article 15

above, are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services. Should the CITY direct or exercise operational control in fact beyond that contemplated in Article I 5, and there be liability to third parties and/or to the SHERIFF that flows therefrom, then the CITY shall have such responsibility for the liability attributable to the CITY subject to the provisions of recital number 4 and Article 23 of this Agreement. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the numberor nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. **MODIFICATION**. The CITY shall notify the SHERIFF no later than **May 15** of each year regarding any material change it intends to make in the Level of Service (LOS) provided for herein, as compared to the services described in Article 11. Following each such notification, and with concurrence of the Sheriff to match the level of service, an adjustment will be made to the LOS for the next fiscal year, and the annual compensation rate shall be adjusted. In each renewal year, the compensation shall be paid quarterly, as provided in Article 13, above. Nothing in this article shall preclude the CITY or the SHERIFF from requesting contract modifications at other times during this Agreement regarding the service levels or costs identified in Article 13 if such changes are not a material change, i.e., a change which results in a change in compensation whether higher or lower that exceeds five (5%) percent of the compensation set forth in Article 13.

25. **TERMINATION**. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the other party, said written notice to be given no less than 180 days prior to the requested termination date, said notice to be deemed delivered when a copy is delivered to the other parties and a receipt thereof signed by the other party.

26. **NOTICE**. Notice as required to be given in this Agreement shall be provided to the following persons:

**SHERIFF:** **A.** Sheriff, Volusia County
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, FL 32720

**CITY:** **B.** City Manager, City of Debary
16 Colomba Road
Debary, FL 32713

27. **THIRD PARTIES**. In no event shall any of the terms of this Agreement confer upon any third persons, corporation, or entity other than the parties hereto any right or cause of action for damage claims against any of the parties to this Agreement arising from the performance of this obligation and responsibilities of the parties herein or for any other reason.

28. **NON-ASSIGNABILITY**. The SHERIFF shall not assign the performance of the Contract Services to any other governmental or private entity, or in any manner contract for the provision of the Contract Services by a third party without the express written consent of the CITY and the SHERIFF, which consent must have been agreed to between the CITY and the SHERIFF at a public meeting.

29. **DISPUTE RESOLUTION**. Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates to enforce its right hereunder, shall be subject to the provisions of Chapter I64, Florida Statutes, the "Florida Governmental Cooperation Act."

30. **TRANSITION ANALYSIS**. If the CITY should request same, the SHERIFF shall participate in an analysis of the feasibility of a CITY police department at the CITY's cost. The analysis shall include, but shall not be limited to, cost effectiveness, shared responsibilities, mutual aid, facility and capital needs and personnel requirements. It being the intent of the parties to develop, without a predisposition to a particular result, information which will enable the CITY to decide if, how, and in what fashion and over what timeline the CITY may establish a CITY police department. The CITY shall reimburse the SHERIFF for all costs associated with participation in such a feasibility analysis. This Section 30 does not survive the expiration or termination of this Agreement.

31. **VENUE**. The venue for any litigation between the parties arising under this Agreement shall be exclusively in the County of Volusia, Florida, unless the litigation is exclusively cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

32. **SEVERABILITY**. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

33. **ENTIRE AGREEMENT**. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF,** the parties to this 2024 Three-Year Renewal of Volusia Sheriff's Office Standard Interlocal Agreement For Provision Of Law Enforcement Services to The City Of Debary, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

**ATTEST:**

By: _____

Name: _____

Title: _____

Dated: _____

**VOLUSIA SHERIFF'S OFFICE**

By: _____

Name: Michael J. Chitwood

Title: Sheriff

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

**ATTEST:**

By: _____

Name: Annette Hatch

Title: City Clerk

Dated: _____

**CITY OF DEBARY**

By: _____

Name: Karen Chasez

Title: Mayor

Dated: _____

By: _____

Name: Phyllis Butlien

Title: Vice Mayor

Dated: _____

# COMPSTAT OFFENSES / OFFENSES CLEARED

## - Volusia Sheriff's Office -

### - CITY OF DEBARY -

**Offenses / Offenses Cleared**

| | 01/01/2024 to 06/30/2024 | | |
|---|---|---|---|
| **Group A** | **Offenses** | **Offenses Cleared** | **% Cleared** |
| **Person Crimes** | | | |
| Homicide | 0 | 0 | 0% |
| Human Trafficking | 1 | 1 | 100.00% |
| Kidnapping/Abduction | 2 | 1 | 50.00% |
| Forcible Sex Offenses | 4 | 1 | 25.00% |
| Non-Forcible Sex Offenses | 0 | 0 | 0% |
| Assault - Aggravated | 23 | 21 | 91.30% |
| Assault - Simple | 50 | 48 | 96.00% |
| Assault - Intimidation | 4 | 4 | 100.00% |
| Assault - Stalking | 3 | 0 | 0% |
| **Total Person Crimes** | **87** | **76** | **87.36%** |
| **Property Crimes** | | | |
| Arson | 0 | 0 | 0% |
| Bribery | 0 | 0 | 0% |
| Burglary/ Breaking and Entering | 9 | 6 | 66.67% |
| Counterfeiting/Forgery | 2 | 0 | 0% |
| Destruction/Damage/Vandalism of Property | 4 | 3 | 75.00% |
| Embezzlement | 0 | 0 | 0% |
| Extortion/Blackmail | 1 | 1 | 100.00% |
| Fraud | 31 | 8 | 25.81% |
| Larceny/Theft - Shoplifting | 2 | 2 | 100.00% |
| Larceny/Theft - Theft from MV | 11 | 6 | 54.55% |
| Larceny/Theft - All Other Thefts | 13 | 6 | 46.15% |
| Motor Vehicle Theft | 3 | 2 | 66.67% |
| Robbery | 2 | 2 | 100.00% |
| Robbery - Domestic Violence | 5 | 5 | 100.00% |
| Stolen Property | 3 | 3 | 100.00% |
| **Total Property Crimes** | **86** | **44** | **51.16%** |
| **Crimes Against Society** | | | |
| Animal Cruelty | 0 | 0 | 0% |
| Drug/Narcotic | 82 | 79 | 96.34% |
| Gambling | 0 | 0 | 0% |
| Pornography/Obscene Material | 3 | 2 | 66.67% |
| Prostitution | 0 | 0 | 0% |
| Weapons Law Violations | 7 | 7 | 100.00% |
| **Total Crimes Against Society** | **92** | **88** | **95.65%** |
| **Other** | | | |
| Incidents Involving Firearms | 7 | 7 | 100.00% |
| **Total Other** | **7** | **7** | **100.00%** |
| **Total Group A** | **272** | **215** | **79.04%** |

**These statistics are preliminary count of the original police incident reports and may vary from the final UCR (Uniform Crime Reporting) statistics published by the FBI. The above NIBRS crime statistics listed are not final and sometime adjusted throughout the year due to reclassification after being investigated or reports filed at a later date by a victim**

*Person Crimes counts are based on number of victims. Property & Society Crimes are based on reports.*

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | | |
|---|---|---|
| **Subject:** | Resolution # 2024-16 | **Attachments:**<br>**( ) Ordinance** |
| **From:** | Steve E. Bapp, AICP<br>Growth Management Director | **(X) Resolution**<br>**( ) Supporting Documents/ Contracts**<br>**( ) Other** |
| **Meeting Hearing Date** | September 4, 2024 | |

**REQUEST**

Staff is requesting the City Council approve Resolution # 2024-16, amending the DeBary Town Center Transit Oriented Development (TOD) Project Mixed Planned Unit Development (MPUD) to annex the south 2.17 acres of Block VI into the development.

**PURPOSE**

To permit development of the entirety of Block VI of the DeBary Town Center TOD Project.

**CONSIDERATIONS**

Background:

On October 3, 2018, the City Council adopted Ordinance # 10-2018, approving the Development Agreement (DA) for the DeBary Town Center TOD Project, a MPUD. Exhibit "B" of the DA established a Preliminary Master Plan, which included six blocks (or phases) for the MPUD. In the southern side of the MPUD is Block VI, which is comprised of 71 dwelling units (60 apartments and 11 carriage homes) and 27,000 square feet of commercial space. However, a portion of Block VI, approximately 2.17 acres, was not included in the DA, as the property was owned by Volusia County at that time.

The DA includes a provision to remedy this issue in the future. Section 16.C of the DA provides for the annexation of additional property into the MPUD. The provision states when additional property is acquired adjacent to the MPUD by the property owner, developer, or an affiliate, the City agreed to *"…consider the incorporation of such additional property into the Preliminary Master Plan through the development review process required by the City Land Development Code and Florida Statutes…"*. On July 5, 2023, the City agreed to exchange the 2.17-acre area excluded from the MPUD's boundaries to DeBary Town Center, LLC, the owner of the MPUD's remaining commercial tracts.

Proposed Amendment:

Exhibit "A" of the DA, the legal description, would be amended to include the legal description for the 2.17 acres.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended the City Council: Approve Resolution # 2024-16, the proposed amendment to the DeBary Town Center TOD Project to annex the south 2.17 acres of Block VI into the MPUD boundaries.

**IMPLEMENTATION**

The proposed resolution will not go into effect until the City finalizes the purchase of the property from Volusia County and Ordinance # 01-2024, which is a Comprehensive Plan Future Land Use Map amendment, goes into effect.

If the City Council approves the proposed resolution, the amended DA will be recorded with the Volusia County Clerk of the Circuit Court.

**ATTACHMENTS**

- Resolution # 2024-16
- DeBary Town Center Preliminary Master Plan
- Survey
- Agreement for Exchange

**RESOLUTION NO. 2024-16**

**A RESOLUTION OF THE CITY OF DEBARY, FLORIDA, AMENDING THE DEBARY TOWN CENTER TRANSIT ORIENTED DEVELOPMENT PROJECT APPROVED BY ORDINANCE NO. 10-18 TO ANNEX INTO SUCH DEVELOPMENT PROJECT THE SOUTH 2.17 ACRES OF BLOCK VI AS DEPICTED BY EXHIBIT "B" OF ORDINANCE NO. 10-18 WHICH IS A PORTION OF VOLUSIA COUNTY TAX PARCEL ID # 900900000010; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on October 3, 2018, the City Council adopted Ordinance # 10-18, adopting the Development Agreement for the DeBary Town Center Transit Oriented Development Project; and

**WHEREAS**, pursuant to an agreement for exchange of property approved and signed July 5, 2023, the City agreed to convey and later conveyed ownership of 2.17 acres of property adjacent to the DeBary Town Center Transit Oriented Development Project to DeBary Town Center, LLC; and

**WHEREAS,** DeBary Town Center, LLC desires to annex such 2.17 acres of property into the DeBary Town Center Transit Oriented Development Project; and

**WHEREAS**, Section 16.C of the DeBary Town Center Transit Oriented Development Project Development Agreement requires the City to consider the incorporation of additional property through the development review process required by the City's Land Development Code and Florida Statutes upon the acquisition of said additional property by the Owner/Developer or an affiliate; and

**WHEREAS**, this Resolution has been advertised and noticed in accordance with the requirements of State law and the City of DeBary Land Development Code; and

**WHEREAS**, this Resolution has been adopted in accordance with general law and the Charter and Land Development Code of the City of DeBary; and

**WHEREAS**, the City Council finds that this Resolution and the minor amendment to the DeBary Town Center Transit Oriented Development Project approved herein is consistent with the City of DeBary Comprehensive Plan and Land Development Code; and

**WHEREAS**, the City Council acting in its capacity as both the City of DeBary Land Planning Agency and Governing Body has conducted the necessary public hearing on this Resolution.

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

**SECTION 1. RECITALS.** The above recitals are true and correct and incorporated herein as legislative findings of the City Council.

**SECTION 2. MINOR AMENDMENT TO ANNEX PROPERTY.** A minor amendment to the DeBary Town Center Transit Oriented Development Project Development Agreement is hereby approved to amend Exhibit "A" of the Development Agreement to add to the legal description defining the boundaries of the DeBary Town Center Transit Oriented Development Project the following described 2.17 acres of property:

A portion of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida, lying Easterly of U.S. Highway 17–92, being more particularly described as follows:

COMMENCING at the Northeast corner of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; thence run South 00°11'03" West, along the East line of the Northeast 1/4 of said Section 9, for a distance of 1318.97 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence departing said East line, run South 89°57'15" West, along said North line, for a distance of 1801.81 feet to the POINT OF BEGINNING; thence continue South 89°57'15" West, along said North line, for a distance of 262.72 feet to a point on the Easterly right of way line of U.S. Highway 17–92 as shown on Florida Department of Transportation Right of Way Map Section 79040–2544, said point being a point on a curve, concave Southeasterly, having a radius of 5673.58 feet, a chord bearing on North 15°25'28" East and a chord distance of 381.05 feet; thence departing said North line, run Northeasterly along the arc of said curve through a central angle of 3°50'56" for an arc distance of 381.12 feet; thence departing said Easterly right of way line, run South 72°39'27" East for a distance of 300 feet; thence run South 24°13'55" West for a distance of 304.42 feet to the POINT OF BEGINNING.

Containing 94,404 square feet, or 2.17 acres, more or less.

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The 2.17 acres of property described above is hereby annexed into the DeBary Town Center Transit Oriented Development Project and is governed by the existing development agreement and master development plan.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect simultaneously with the effective date of the Comprehensive Plan Amendment adopted by City of DeBary Ordinance No. 01-2024.

**ADOPTED** this ____ day of _____ 2024.

**CITY COUNCIL**
**City of DeBary**

_____
Karen Chasez, Mayor

Attest:

_____
Annette Hatch, CMC, City Clerk

Date: _____
SEAL:

**DeBary TOD** - Site Data

| BLOCK | BLDG | USE | STORIES | RES. UNITS | RETAIL AREA | OFFICE AREA | RESTAURANT AREA | RETAIL PARKING REQ. @4/1000 | OFFICE PARKING REQ. @3/1000 | RESTAURANT PARKING REQ. @8/1000 | RESIDENTIAL PARKING REQ. @1.7/UNIT | TOTAL PARKING REQ. | PARKING PROVIDED | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | OFF-ST | ON-ST | GARAGE | TOTAL | DIFF |
| I | A | GROCERY | 1 | | 46,000 SF | SF | SF | 184 | 0 | 0 | 0 | 184 | | | | | |
| | B | RETAIL | 1 | | 13,000 SF | SF | SF | 52 | 0 | 0 | 0 | 52 | | | | | |
| | C | RETAIL | 1 | | 9,400 SF | SF | SF | 38 | 0 | 0 | 0 | 38 | | | | | |
| | D | RETAIL/RESTAURANT | 1 | | 3,300 SF | SF | 2,500 SF | 13 | 0 | 20 | 0 | 33 | | | | | |
| | E | COFFEE SHOP | 1 | | 5,400 SF | SF | SF | 22 | 0 | 0 | 0 | 22 | | | | | |
| | F | RETAIL | 1 | | 3,100 SF | SF | SF | 12 | 0 | 0 | 0 | 12 | | | | | |
| **SUBTOTALS BLOCK I** | | | | | **80,200 SF** | **0 SF** | **2,500 SF** | **321** | **0** | **20** | **0** | **341** | **341** | **14** | **0** | **355** | **14** |
| II | | SINGLE FAMILY DETACHED | 2 | 149 | | | | | | | | | | | | | |
| III | G | RETAIL | 1 | | 8,000 SF | SF | SF | 32 | 0 | 0 | 0 | 32 | | | | | |
| | H | BANK | 1 | | SF | 5,000 SF | SF | 0 | 15 | 0 | 0 | 15 | | | | | |
| | I | RETAIL/RESTAURANT | 1 | | 4,000 SF | SF | 4,000 SF | 16 | 0 | 32 | 0 | 48 | | | | | |
| **SUBTOTALS BLOCK III** | | | | | **12,000 SF** | **5,000 SF** | **4,000 SF** | **48** | **15** | **32** | **0** | **95** | **91** | **40** | **0** | **131** | **36** |
| IV | | MULTFAMILY | 4 | 289 | | | | | | | | | | | | | |
| V | J | RETAIL/RESTAURANT | 1 | | 5,500 SF | SF | 5,500 SF | 22 | 0 | 44 | 0 | 66 | | | | | |
| | K | RETAIL/OFFICE | 1 | | 6,600 SF | 4,000 SF | SF | 26 | 12 | 0 | 0 | 38 | | | | | |
| **SUBTOTALS BLOCK V** | | | | | **12,100 SF** | **4,000 SF** | **5,500 SF** | **48** | **12** | **44** | **0** | **104** | **108** | **29** | **0** | **137** | **33** |
| VI | L | MIXED-USE | 3 | 20 | 4,000 SF | 3,000 SF | 3,000 SF | 16 | 9 | 24 | 34 | 83 | | | | | |
| | M | MIXED-USE | 3 | 24 | 4,000 SF | 2,000 SF | SF | 16 | 6 | 0 | 41 | 63 | | | | | |
| | N | MIXED-USE | 3 | 16 | 6,000 SF | 2,000 SF | 3,000 SF | 24 | 6 | 24 | 27 | 81 | | | | | |
| | | CARRIAGE HOUSE | 2 | 11 | SF | SF | SF | 0 | 0 | 0 | 19 | 19 | | | | | |
| **SUBTOTALS BLOCK VI** | | | | **71** | **14,000 SF** | **7,000 SF** | **6,000 SF** | **56** | **21** | **48** | **121** | **246** | **137** | **43** | **70** | **250** | **4** |
| | | **TOTALS** | | **509** | **118,300 SF** | **16,000 SF** | **18,000 SF** | **473** | **48** | **144** | **121** | **786** | **677** | **126** | **70** | **873** | **87** |




# **DeBary TOD** - Preliminary Master Plan

Prepared For: **Charles Wayne Properties, Inc.**
Prepared By: **Hauber Fowler & Associates, LLC**
**Looney Ricks Kiss, Inc.**

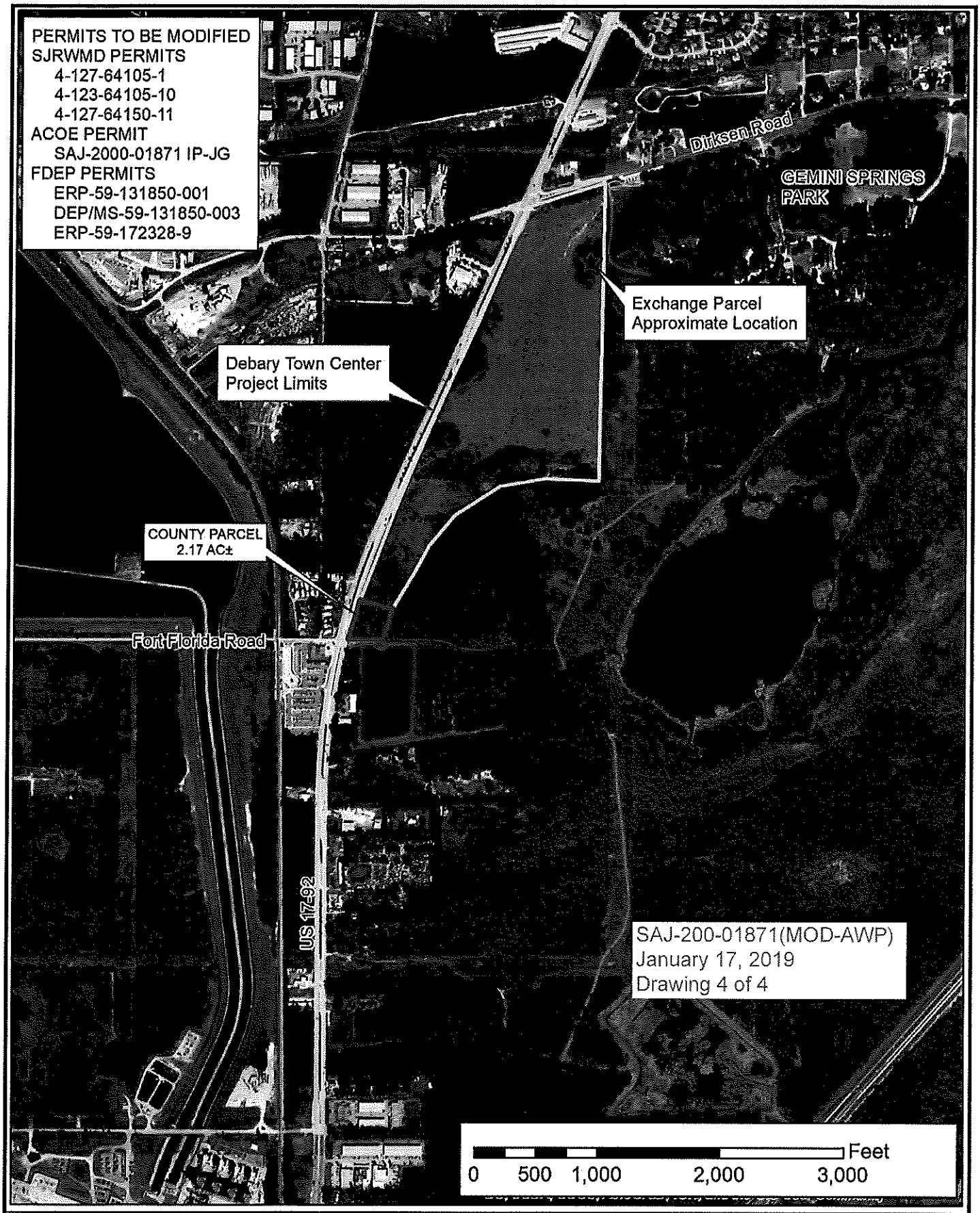
August 29, 2018

**North**

0' 50' 100' 200'

Scale: 1"=100'

**EXHIBIT "A"**




| | | | |
|---|---|---|---|
| cph | Scale:1" = 1000' | N | DTC EXCHANGE PARCEL |
| | Date: 12/10/2018 | | DEBARY TOWN CENTER SOUTHERN ROAD EXTENSION<br>SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST<br>VOLUSIA COUNTY, FLORIDA |
| | Photo Date: 2017 | | |
| | Project No. D14502 | | |
| | Biologist: GIS: CDM | | |

**FIGURE 3**

# LEGAL DESCRIPTION

A portion of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida, lying Easterly of U.S. Highway 17–92, being more particularly described as follows:

COMMENCING at the Northeast corner of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; thence run South 00°11'03" West, along the East line of the Northeast 1/4 of said Section 9, for a distance of 1318.97 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence departing said East line, run South 89°57'15" West, along said North line, for a distance of 1801.81 feet to the POINT OF BEGINNING; thence continue South 89°57'15" West, along said North line, for a distance of 262.72 feet to a point on the Easterly right of way line of U.S. Highway 17–92 as shown on Florida Department of Transportation Right of Way Map Section 79040–2544, said point being a point on a curve, concave Southeasterly, having a radius of 5673.58 feet, a chord bearing on North 15°25'28" East and a chord distance of 381.05 feet; thence departing said North line, run Northeasterly along the arc of said curve through a central angle of 3°50'56" for an arc distance of 381.12 feet; thence departing said Easterly right of way line, run South 72°39'27" East for a distance of 300 feet; thence run South 24°13'55" West for a distance of 304.42 feet to the POINT OF BEGINNING.

Containing 94,404 square feet, or 2.17 acres, more or less.

SAJ-200-01871(MOD-AWP)
January 17, 2019
Drawing 2 of 4



ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
Winter Garden, Florida 34787 • ( 407 ) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING SOUTH 00°11'03" WEST.

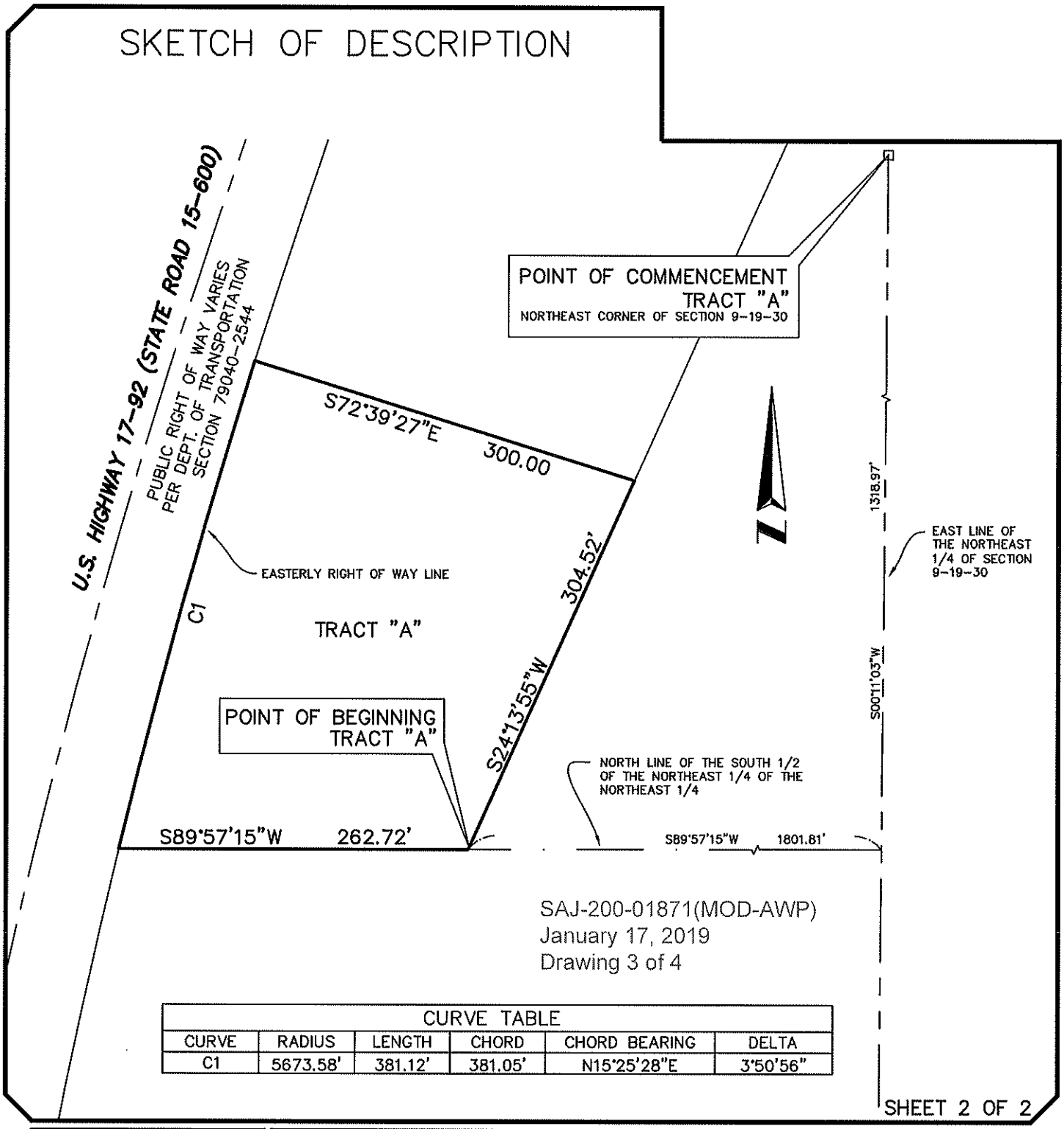
| | | | |
|---|---|---|---|
| JOB NO. | 20160490 | CALCULATED BY: | EGT |
| DATE: | 11/21/18 | DRAWN BY: | EGT |
| SCALE: | 1" = 100' | CHECKED BY: | GMJ |
| FIELD BY: | N/A | | |

FOR THE LICENSED BUSINESS #6723 BY:

GERALD M. JOHNSTON, PSM #5570

FIGURE 2

# SKETCH OF DESCRIPTION




SAJ-200-01871(MOD-AWP)
January 17, 2019
Drawing 3 of 4

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD | CHORD BEARING | DELTA |
| C1 | 5673.58' | 381.12' | 381.05' | N15°25'28"E | 3°50'56" |

SHEET 2 OF 2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16 EAST PLANT STREET
Winter Garden, Florida 34787 * ( 407 ) 654-5355


## SURVEYOR'S NOTES:

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| | | | |
|---|---|---|---|
| JOB NO. | 20160490 | CALCULATED BY: | EGT |
| DATE: | 11/21/18 | DRAWN BY: | EGT |
| SCALE: | 1" = 100' | CHECKED BY: | GMJ |
| FIELD BY: | N/A | | |

**Figure 2**

**AGREEMENT FOR EXCHANGE OF REAL PROPERTY**

**THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY** (the "Agreement") is made and entered into this 5th day of July, 2023 (the "Effective Date"), by and between:

**DEBARY TOWN CENTER, LLC,** a Florida limited liability company, whose address is 444 Seabreeze Avenue, Suite 1000, Daytona Beach, Florida 32118 ("DTC"); and

**THE CITY OF DEBARY,** a Florida municipal corporation, whose address is 16 Columba Road, DeBary, 32713 (the "City").

**WHEREAS**, DTC confirms that in 1998, DTC's predecessor in title, Empire Cattle, Ltd. ("Empire"), entered into a settlement agreement with the Florida Department of Transportation ("FDOT") in Case #_____, (the "Settlement Agreement") that among other things, granted two full median access locations to Empire to ensure future access to the property now owned by DTC for access to future development on DTC's property from U.S. 17-92; and

**WHEREAS,** DTC confirms that in 1999, Empire also entered into an agreement to sell certain property, including the City Parcel described herein, to the St. Johns River Water Management District (the "District") for conservation purposes and to serve as wetland mitigation for future FDOT projects, including the construction of the new St. Johns River bridge on Interstate 4 and the ongoing I-4 Ultimate project; and

**WHEREAS,** DTC confirms that when DTC sought to permit access to its property from U.S. 17-92 through FDOT at the locations guaranteed in the Settlement Agreement for purposes of providing access to the proposed Integra Landings project, FDOT cited safety concerns for denying the previously guaranteed access locations; and

**WHEREAS,** DTC confirms that rather than re-opening Case #_____ to address additional damages that resulted from the loss of access, FDOT, Volusia County and DTC met and determined it was a preferred alternative to release the City Parcel from its use as mitigation in connection with certain FDOT permits, certain conservation easements in favor of the DISTRICT and exchange real property interests in order to ultimately convey the City Parcel to DTC to provide access to DTC's property at the signalized intersection of U.S. 17-92 and Ft. Florida Road; and

**WHEREAS,** DTC confirms that in reliance upon its agreement with the County and FDOT, DTC has purchased 1.21 replacement wetland mitigation credits from the Colbert/Cameron Mitigation Bank to replace the mitigation value previously associated with the City Parcel; and

**WHEREAS,** in accordance with the requirements of the DISTRICT to replace the market value of the conservation easement interest held by DISTRICT on the City Parcel, DTC will contribute the sum of $390,000.00 to the City for the acquisition and conservation of certain property located on Palm Drive, in the City of DeBary, as further detailed herein; and

**WHEREAS,** as a result of DTC's purchase of replacement mitigation credits for FDOT's permits and the contribution of funds to the City to secure conservation easements over a portion of the Palm Drive Parcel in favor of the DISTRICT, the City is expected to receive title to property which is located within the municipal limits of the City, as more particularly described on attached **Exhibit "A"** (the "City Parcel"); and

**WHEREAS,** DTC is currently master planning a mixed use, transit oriented community adjacent to the City Parcel and arranged for the City Parcel to be deeded to the City in order to effect the exchange contemplated herein and provide improved access to the DTC property at the intersection of U.S. 17-92 and Ft. Florida Road; and

**WHEREAS,** DTC owns property within the municipal limits of the City, as more particularly described on attached **Exhibit "B"** (the "DTC Easement Parcels"); and

**WHEREAS,** the City has determined that the DTC Easement Parcels are suitable for use by the City as an expansion of the City's road and trail system and the City and DTC have agreed that DTC shall convey public access easements over the DTC Easement Parcels in exchange for DTC's receipt of title to the City Parcel; and

**WHEREAS,** the City has determined that it is in the best interest of the residents of DeBary for the City to convey the City Parcel to DTC in exchange for DTC conveying public access easements over the DTC Easement Parcels to the City; and

**WHEREAS**, the City and DTC agree that the relative value of the City Parcel (less the value of the conservation easement in favor of the DISTRICT) and DTC Easement Parcels are equivalent and that the exchange of property interests is within the City's home rule authority as specified in Article VIII, Section 2(b), Fla. Const.; and

**WHEREAS,** the City and DTC mutually desire to set forth the terms and conditions under which such an exchange of real property interests may occur;

**NOW THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **INSPECTION PERIOD.** DTC and the City shall be entitled to an inspection period of ninety (90) days from the Effective Date to inspect the City Parcel and the DTC Easement Parcels, respectively (collectively referred to as the "Exchange Parcels"), to determine the suitability of the Exchange Parcels for the respective uses intended by each of the parties. During the Inspection Period, and at any time prior to completion of the exchange contemplated by this Agreement, DTC, the City and their agents shall have the right to enter the Exchange Parcels as needed to conduct any studies or investigations needed in connection with the evaluation of the individual Exchange Parcels for the use intended by

the City and DTC for the respective parcels, including without limitation investigation of, available utilities, soil conditions, engineering, planning, environmental, permitting, zoning, economic feasibility and other studies. Each party shall coordinate with the other with regard to access to the Exchange Parcels.

3. **CONVEYANCE BY THE CITY.** Within thirty (30) days of the completion of the Inspection Period, the City shall convey the City Parcel to DTC, subject to encumbrances and other matters in existence at the time of the City's acquisition of the City Parcel from Volusia County and subject to matters contemplated by this Agreement.

4. **CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS.** On or before the earlier to occur of (a) DTC's construction of commercial square footage greater than the square footage shown on the retail development plan attached as **Exhibit "C"** (the "Shopping Center Parcel") consisting of 60,287 square feet of grocery or other anchor retail and associated inline retail space, plus DTC's receipt of permits to construct a combined additional 12,500 square feet of non-residential development on one or more of the three (3) commercial outparcels on the Shopping Center Parcel or the remaining commercial outparcels in DTC's project, or (b) the development of any outparcel located on DTC's property adjacent to the north side of the planned intersection of Ft. Florida Road and U.S. 17-92 as identified on **Exhibit "D"** (the "Ft. Florida Road Parcels"), in any combination, or (c) two (2) years after the date of receipt by DTC of a certificate of occupancy for the grocery anchor retail space on the Shopping Center Parcel but subject to extension at the request of DTC as may be approved by the City in the City's sole, but reasonable,

discretion, DTC shall construct, to the City's specifications as approved in the master plan or development order issued by the City, the following improvements on the following parcels and shall have complied with the requirements of Section 5 below:

a. Upon the City Parcel, the road, trail, sidewalks, curbs, gutters and stormwater drainage improvements (the "City Parcel Easement Improvements");

b. Upon the DTC Easement Parcels, the road, trail, sidewalks, curbs, gutters, and stormwater drainage improvements including the retention ponds (the "DTC Parcels Easement Improvements").

Upon the first to occur of items 4(a) or (b) above, in the event DTC has not completed construction of the City Parcel Easement Improvements and the DTC Parcels Easement Improvements, City may withhold issuance of any further certificates of occupancy for the properties as set forth on Exhibits "C" or "D" until completion and acceptance by the City of such improvements.

c. All trails and related improvements constructed in DTC's project that are included in the City's TOD Mobility Plan shall be eligible for reimbursement in the form of mobility fee credits or reimbursement from mobility fee revenues in the manner provided by Section 2-230 of the City's Code of Ordinances.

5. **CONVEYANCE BY DTC.** Upon completion of construction by DTC of the City Parcel Easement Improvements, the DTC Parcels Easement Improvements, the Mobility Improvements, and acceptance of all of the foregoing by the City, DTC shall convey to the City the City Parcel Easement Improvements, the DTC Parcels Easement Improvements and Mobility Improvements, together with the land upon which such improvements are

located along with the DTC Easement Parcels free and clear of all encumbrances and other matters except the conveyance will reserve a perpetual easement in favor of DTC for the repair, maintenance and replacement of such improvements and shall provide for the assumption by DTC and its successors and assigns of the perpetual obligation to repair, maintain and replace such improvements all in a form and provisions acceptable to the City.

6. DTC CONTRIBUTION TO REPLACEMENT MITIGATION PROPERTY. As a condition of the release of a current conservation easement that encumbers the City Parcel, the District is requiring the acquisition and conservation of additional environmentally sensitive lands and the dedication of a conservation easement to the District. The District, City and DTC have identified a suitable replacement parcel that the City has under contract to purchase and preserve as stormwater mitigation and passive open space. The property is identified with parcel number _____ (the "Replacement Parcel"). DTC has agreed, as part of its obligations to the District, to contribute $390,000.00 to the City to be used solely to close on the Replacement Parcel. The City and DTC hereby agree that the City will accept the contribution of funds from DTC for the specific purpose of partially funding the City's acquisition of the Replacement Parcel and simultaneous dedication of a conservation easement over that portion of the 24 acres included in the Replacement Parcel to the District needed to obtain the release of the current conservation easement over the City Parcel subject to the City's approval of the acreage, area, and terms and conditions of the conservation easement. It is the intent of the parties that the transfer of the City Parcel from the County to the City, the release of the existing conservation easement on the City Parcel by the District, the conveyance of the City Parcel by the City to DTC, the acquisition

of the Replacement Parcel by the City, dedication of the conservation easement by the City to the District on the Replacement Parcel and the contribution of the funds referenced herein by DTC to the City occur at a simultaneous closing coordinated by the City and DTC with the various parties involved. Neither DTC nor the City shall have any obligation hereunder unless all transactions contemplated by this Agreement occur simultaneously.

7. **RESERVATION OF RIGHTS AND RESPONSIBILITIES.** DTC and the City's respective conveyances, as set forth above, are subject to the following terms:

a. The City's obligation to convey the City Parcel to DTC is contingent upon Volusia County conveying the City Parcel to the City;

b. To the extent requested by Volusia County, the City shall provide an easement to Volusia County across the City Parcel for access and utilities from Fort Florida Road to the County's property located east of the City Parcel and the City's conveyance of the City Parcel to DTC shall be subject to such easement;

c. The City shall process an administrative amendment to the DTC TOD Master Plan to incorporate the City Parcel into the terms of the TOD Master Plan Development Agreement.

8. **DEFAULT**. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity.

9. **AMENDMENTS**. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the City and DTC.

10. **AUTHORIZATION.** The City and DTC each for itself represents and warrants as follows: The execution of this Agreement has been duly authorized by the appropriate body or official of the City and DTC, has complied with all the requirements of law, and it has full power and authority to comply with the terms and provisions of this Agreement.

11. **NOTICES**. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be (a) personally delivered, (b) transmitted by United States postage prepaid mail, registered or certified mail, return receipt requested, (c) transmitted by electronic mail or facsimile, confirmed in writing by United States postage prepaid mail, or (d) transmitted by reputable overnight carrier service, to the parties, as follows:

If to the City:

City of DeBary
16 Columba Road
DeBary, Florida 32713
Attn: City Manager

| | |
|---|---|
| With a copy to: | A. Kurt Ardaman, Esquire<br>Fishback Dominick LLP<br>1947 Lee Road<br>Winter Park, Florida 32789 |
| If to the DTC: | DeBary Town Center, LLC<br>444 Seabreeze Avenue<br>Suite 1000<br>Daytona Beach, Florida 32118<br>Attn: Steve Costa |
| With a copy to: | Cobb Cole<br>231 N. Woodland Boulevard<br>Deland, Florida 32720<br>Attn: Mark A. Watts, Esq. |

**12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the City and the DTC as an arm's length transaction. Both parties participated in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either the City or the DTC.

13. **SUCCESSORS**. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the City and DTC, their receivers, trustees, successors and assigns.

14. **ASSIGNMENT**. This Agreement may not be assigned by either party without the prior written approval of the non-assigning party. Such approval by either party shall not be unreasonably withheld. Notwithstanding the foregoing, DTC may assign its rights and obligations under this Agreement to a related entity or subsidiary without seeking prior written approval from the City, provided DTC and DTC's assignee will remain jointly and severally liable for DTC's obligations under this Agreement.

15. **CONSTRUCTION OF TERMS**. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

16. **CONTROLLING LAW AND VENUE**. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida, and venue for any judicial proceedings related to this Agreement will be in Volusia County, Florida.

17. **PUBLIC RECORDS**. All documents of any kind provided to the City in connection with this Agreement are public records and are treated as such in accordance with Florida law.

18. **SEVERABILITY**. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

19. **SOVEREIGN IMMUNITY**. DTC agrees that nothing in this Agreement shall constitute or be construed as a waiver of the City's limitations on liability to the extent contained in Section 768.28, Florida Statutes, as amended, or other statutes or law. All other remedies at law or in equity, including but not limited to specific performance, are available to the parties to enforce the terms of this Agreement.

20. **HEADINGS FOR CONVENIENCE ONLY**. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

22. **RECORDING.** This Agreement shall be recorded in the Public Records of Volusia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

{Signatures on following pages}

Attest:

Carman Rosamonda, City Manager

**THE CITY OF DEBARY,** a Florida municipal corporation

By: _____
Karen Chasez, Mayor

Date: July 5, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 5th day of July, 2023, by Karen Chasez as Mayor of the City of DeBary, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

_____
Notary Public Commission:

ANNETTE M HATCH
Notary Public - State of Florida
Commission # HH 126683
My Comm, Expires Sep 3, 2025
Bonded through National Notary Assn.

Witnesses:

Amy M. Reynolds
Name
Amy M. Reynolds
Print Name

Louise Foggia
Name
Louise Foggia
Print Name

**DEBARY TOWN CENTER, LLC,**
a Florida limited liability company

By: _____
Name: Richard Stern Costa Jr
Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of June, 2023, by Richard Stern Costa, Jr. as Manager of DeBary Town Center, LLC, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Joanne Winkler
Notary Public Commission:

JOANNE WINKLER
MY COMMISSION # HH 000866
EXPIRES: September 10, 2024
Bonded Thru Notary Public Underwriters

**Exhibit A**
**"City Parcel"**

# LEGAL DESCRIPTION

A portion of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 19 South, Range 30 East, Volusia County, Florida, lying Easterly of U.S. Highway 17–92, being more particularly described as follows:

COMMENCING at the Northeast corner of Section 9, Township 19 South, Range 30 East, Volusia County, Florida; thence run South 00°11'03" West, along the East line of the Northeast 1/4 of said Section 9, for a distance of 1318.97 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence departing said East line, run South 89°57'15" West, along said North line, for a distance of 1801.81 feet to the POINT OF BEGINNING; thence continue South 89°57'15" West, along said North line, for a distance of 262.72 feet to a point on the Easterly right of way line of U.S. Highway 17–92 as shown on Florida Department of Transportation Right of Way Map Section 79040–2544, said point being a point on a curve, concave Southeasterly, having a radius of 5673.58 feet, a chord bearing on North 15°25'28" East and a chord distance of 381.05 feet; thence departing said North line, run Northeasterly along the arc of said curve through a central angle of 3°50'56" for an arc distance of 381.12 feet; thence departing said Easterly right of way line, run South 72°39'27" East for a distance of 300 feet; thence run South 24°13'55" West for a distance of 304.42 feet to the POINT OF BEGINNING.

Containing 94,404 square feet, or 2.17 acres, more or less.

SAJ-200-01871(MOD-AWP)
January 17, 2019
Drawing 2 of 4

SHEET 1 OF 2

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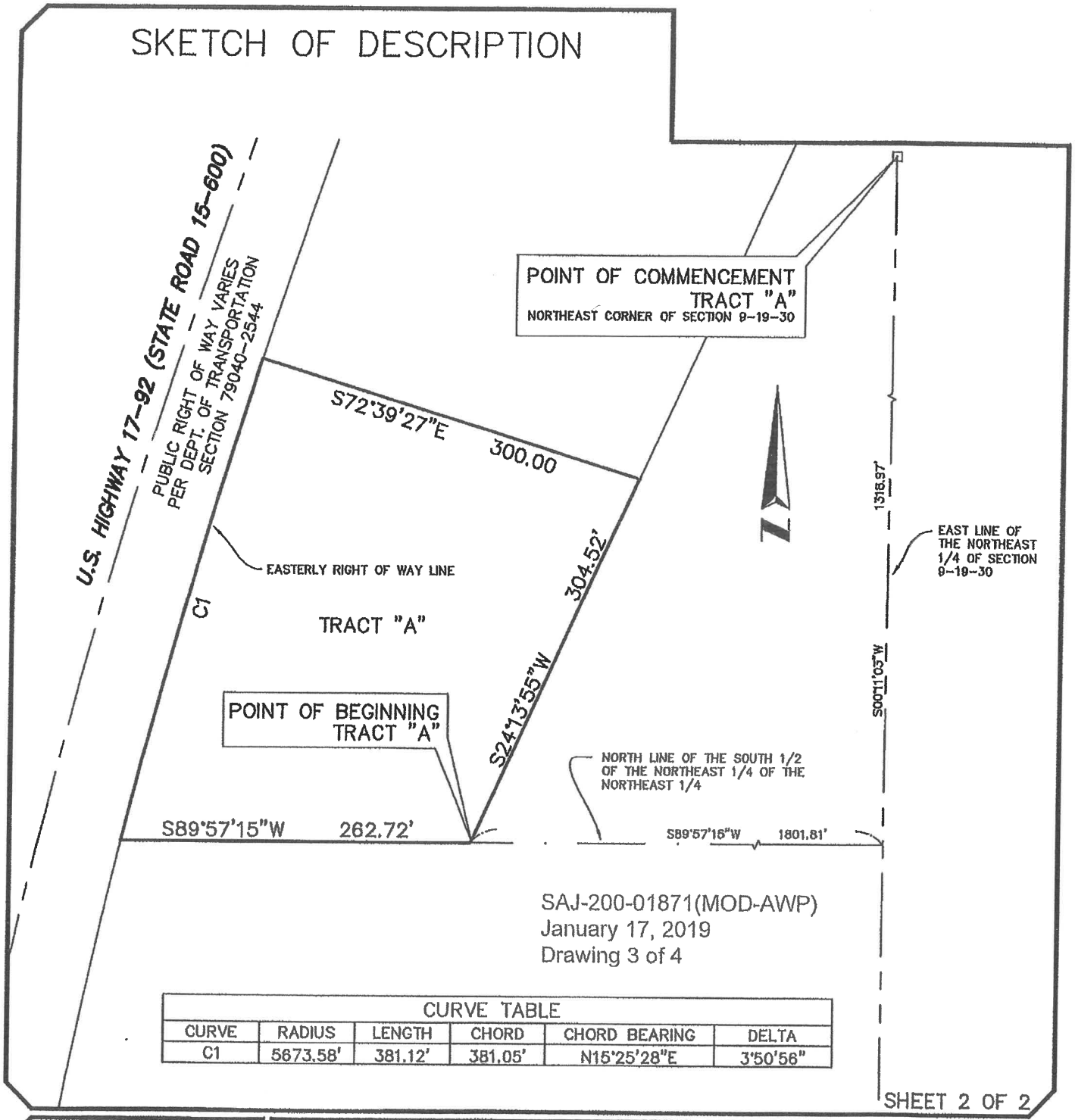
SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING SOUTH 00°11'03" WEST.

| | | | |
|---|---|---|---|
| JOB NO. 20160490 | CALCULATED BY: EGT | FOR THE LICENSED BUSINESS #6723 BY: | |
| DATE: 11/21/18 | DRAWN BY: EGT | | |
| SCALE: 1" = 100' | CHECKED BY: GMJ | | |
| FIELD BY: N/A | | GERALD M. JOHNSTON, PSM #5670 | |

FIGURE 2

# SKETCH OF DESCRIPTION




SAJ-200-01871(MOD-AWP)
January 17, 2019
Drawing 3 of 4

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | CHORD | CHORD BEARING | DELTA |
| C1 | 5673.58' | 381.12' | 381.05' | N15°25'28"E | 3°50'56" |

SHEET 2 OF 2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| | | | |
|---|---|---|---|
| JOB NO. | 20160490 | CALCULATED BY: | EGT |
| DATE: | 11/21/18 | DRAWN BY: | EGT |
| SCALE: | 1" = 100' | CHECKED BY: | GMJ |
| FIELD BY: | N/A | | |

**Figure 2**

**Exhibit B**
**"DTC Easement Parcels"**

# SKETCH AND DESCRIPTION

## LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, ALL SITUATED IN VOLUSIA COUNTY, FLORIDA

COMMENCE AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 89°54'12" WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9, FOR A DISTANCE OF 456.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1172.21 FEET, A CHORD BEARING OF SOUTH 64°16'56" WEST, AND A CHORD DISTANCE OF 1013.79 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°14'36" FOR AN ARC DISTANCE OF 1048.38 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 66°34'07" WEST, FOR A DISTANCE OF 113.06 FEET TO THE **POINT OF BEGINNING.**

THENCE RUN SOUTH 24°13'36" WEST, FOR A DISTANCE OF 338.81 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 599.97 FEET, A CHORD BEARING OF SOUTH 12°58'50" WEST, AND A CHORD DISTANCE OF 234.01 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°49'19" FOR AN ARC DISTANCE OF 235.52 FEET TO A POINT OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8.01 FEET, A CHORD BEARING OF SOUTH 37°41'15" EAST, AND A CHORD DISTANCE OF 10.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°84'42" FOR AN ARC DISTANCE OF 11.02 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 65°46'05" EAST, FOR A DISTANCE OF 21.42 FEET; THENCE RUN SOUTH 24°13'55" WEST, FOR A DISTANCE OF 406.68 FEET; THENCE RUN SOUTH 89°57'15" WEST, FOR A DISTANCE OF 262.72 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17 AND 92, ALSO KNOWN AS STATE ROAD 15 AND 600, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 41.96 FEET, A CHORD BEARING OF NORTH 60°38'05" EAST, AND A CHORD DISTANCE OF 39.23 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AND DEPARTING SAID EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 55°74'31" FOR AN ARC DISTANCE OF 40.82 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°19'41" EAST, FOR A DISTANCE OF 37.93 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 244.00 FEET, A CHORD BEARING OF NORTH 54°58'12" EAST, AND A CHORD DISTANCE OF 284.78 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE

SEE SHEETS 3-6 FOR SKETCH
SEE SHEET 7 FOR LINE AND CURVE TABLE

ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
Winter Garden, Florida 34787 * ( 407 ) 654-5355

SURVEYOR'S NOTES:



1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE N.E. 1/4, SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST AS HAVING AN ASSUMED BEARING OF SOUTH 89°54'12" WEST.

| | |
|---|---|
| JOB NO. 20200529 | CALCULATED BY: SCS |
| DATE: 04-19-2021 | DRAWN BY: SCS |
| SCALE: N/A | CHECKED BY: MAF |
| REVISED DATE: | |

FOR THE LICENSED BUSINESS #6723 BY:

MARK A. FOLLIS, P.S.M. #6000

# SKETCH AND DESCRIPTION

LEGAL DESCRIPTION: (CONTINUED)

THROUGH A CENTRAL ANGLE OF 71°40'39" FOR AN ARC DISTANCE OF 304.08 FEET TO A POINT OF NON TANGENCY; THENCE RUN NORTH 62°48'15" EAST, FOR A DISTANCE OF 11.42 FEET; THENCE RUN NORTH 17°20'14" EAST, FOR A DISTANCE OF 88.43 FEET; THENCE RUN NORTH 27°39'46" WEST, FOR A DISTANCE OF 11.31 FEET; THENCE RUN NORTH 17°20'14" EAST, FOR A DISTANCE OF 22.84 FEET; THENCE RUN NORTH 62°20'52" EAST, FOR A DISTANCE OF 11.31 FEET; THENCE RUN NORTH 17°20'14" EAST, FOR A DISTANCE OF 23.80 FEET TO A POINT CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 322.00 FEET, A CHORD BEARING OF NORTH 11°21'38" EAST, AND A CHORD DISTANCE OF 67.06 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°95'38" FOR AN ARC DISTANCE OF 67.18 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 05°23'01' EAST, FOR A DISTANCE OF 57.96 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 278.00 FEET, A CHORD BEARING OF NORTH 10°39'55" EAST, AND A CHORD DISTANCE OF 51.18 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°56'32" FOR AN ARC DISTANCE OF 51.25 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 35°58'23" WEST, FOR A DISTANCE OF 10.08 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 277.34 FEET, A CHORD BEARING OF NORTH 20°45'50" EAST, AND A CHORD DISTANCE OF 35.09 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°25'35" FOR AN ARC DISTANCE OF 35.11 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 24°12'43" EAST, FOR DISTANCE OF 427.00 FEET; THENCE RUN SOUTH 66°34'07" EAST, FOR A DISTANCE OF 27.50 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 41443 SQUARE FEET OF LAND, MORE OR LESS.

SEE SHEETS 3-6 FOR SKETCH
SEE SHEET 7 FOR LINE AND CURVE TABLE

ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
Winter Garden, Florida 34787 * ( 407 ) 654-5355

SURVEYOR'S NOTES:



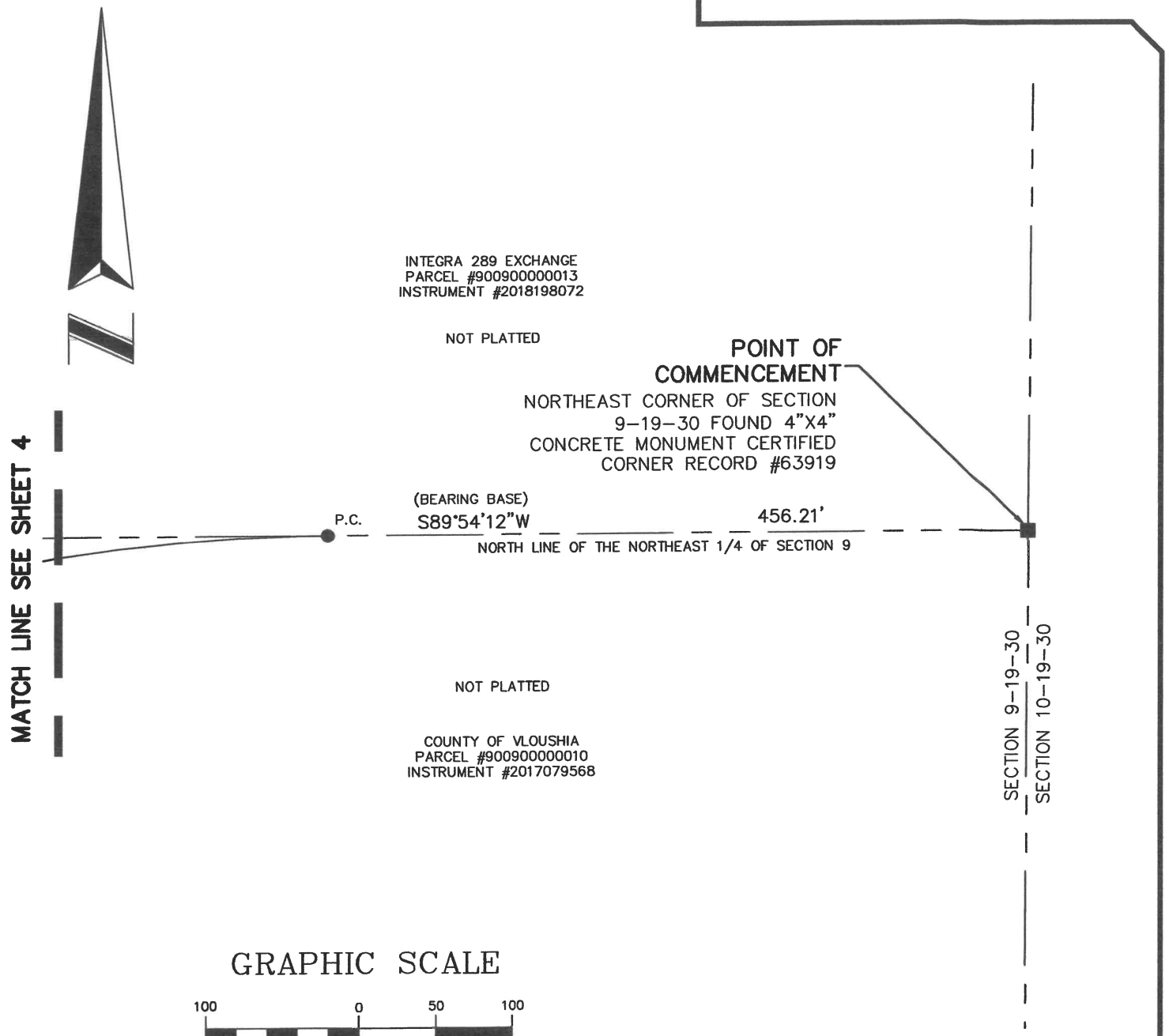
1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE N.E. 1/4, SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST AS HAVING AN ASSUMED BEARING OF SOUTH 89°54'12" WEST.

| | |
|---|---|
| JOB NO. 20200529 | CALCULATED BY: SCS |
| DATE: 04-19-2021 | DRAWN BY: SCS |
| SCALE: N/A | CHECKED BY: MAF |
| REVISED DATE: | |

FOR THE LICENSED BUSINESS #6723 BY:

MARK A. FOLLIS, P.S.M. #6000

# SKETCH AND DESCRIPTION




GRAPHIC SCALE

100 0 50 100

( IN FEET )
1 inch = 100 ft.

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR LINE AND CURVE TABLE


ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
Winter Garden, Florida 34787 * ( 407 ) 654-5355

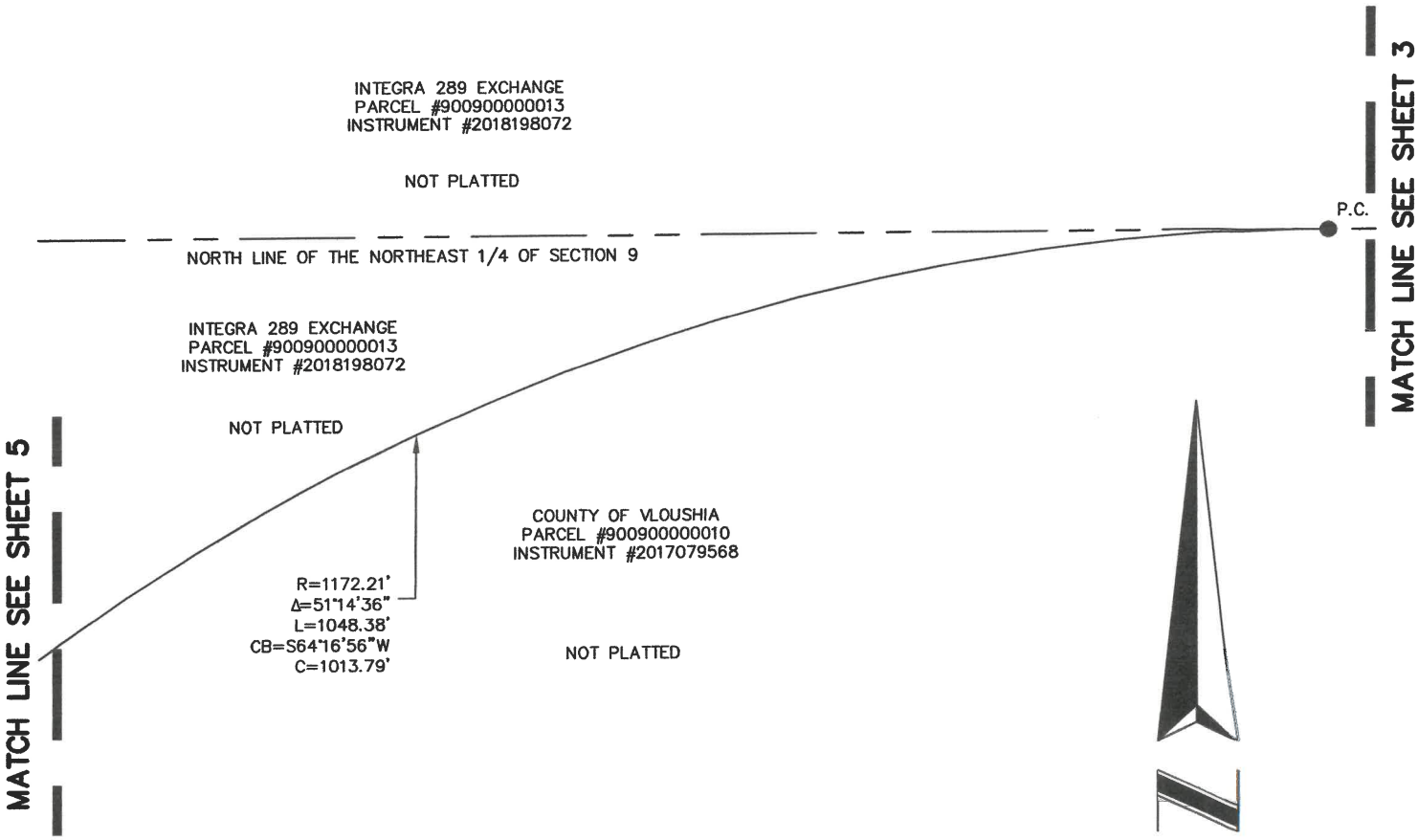

LEGEND:

- P.C. POINT OF CURVATURE
- P.C.C. POINT OF COMPOUND CURVE
- N.T. NON-TANGENT
- ℄ CENTERLINE
- ● CHANGE IN DIRECTION



| | |
|---|---|
| JOB NO. 20180042 | CALCULATED BY: SCS |
| DATE: 04-19-2021 | DRAWN BY: SCS |
| SCALE: 1"=100' | CHECKED BY: MAF |
| REVISED DATE: | |

# SKETCH AND DESCRIPTION




## GRAPHIC SCALE

100 0 50 100

( IN FEET )
1 inch = 100 ft.

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR LINE AND CURVE TABLE

ALLEN & COMPANY
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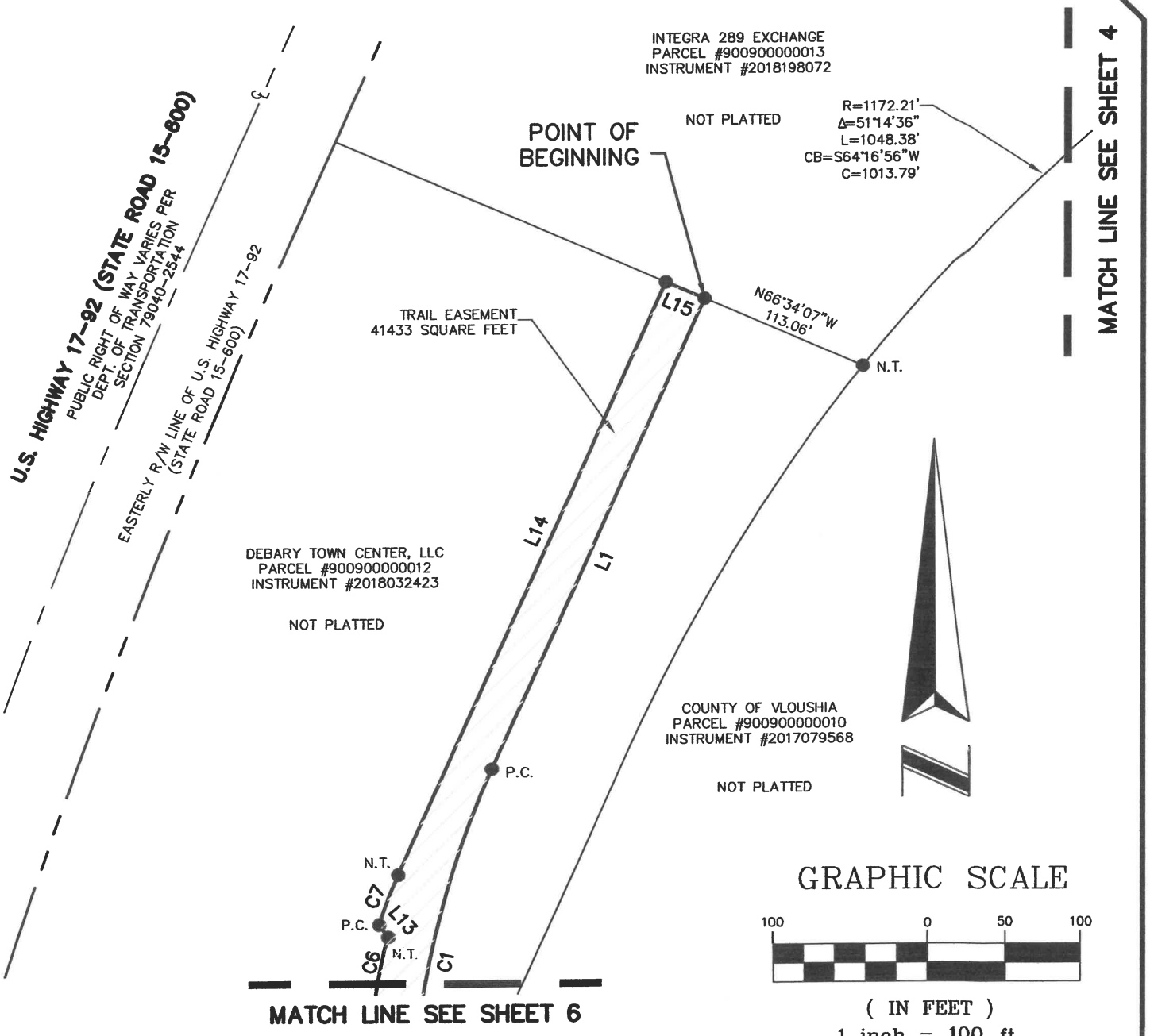
LEGEND:

- P.C. POINT OF CURVATURE
- P.C.C. POINT OF COMPOUND CURVE
- N.T. NON-TANGENT
- ℄ CENTERLINE
- ● CHANGE IN DIRECTION



| | |
|---|---|
| JOB NO. 20180042 | CALCULATED BY: SCS |
| DATE: 04-19-2021 | DRAWN BY: SCS |
| SCALE: 1"=100' | CHECKED BY: MAF |
| REVISED DATE: | |

# SKETCH AND DESCRIPTION




## GRAPHIC SCALE

100 0 50 100

( IN FEET )

1 inch = 100 ft.

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION

SEE SHEET 7 FOR LINE AND CURVE TABLE


ALLEN & COMPANY

Professional Surveyors & Mappers

16 EAST PLANT STREET

Winter Garden, Florida 34787 * ( 407 ) 654-5355


LEGEND:

P.C. POINT OF CURVATURE

P.C.C. POINT OF COMPOUND CURVE

N.T. NON-TANGENT

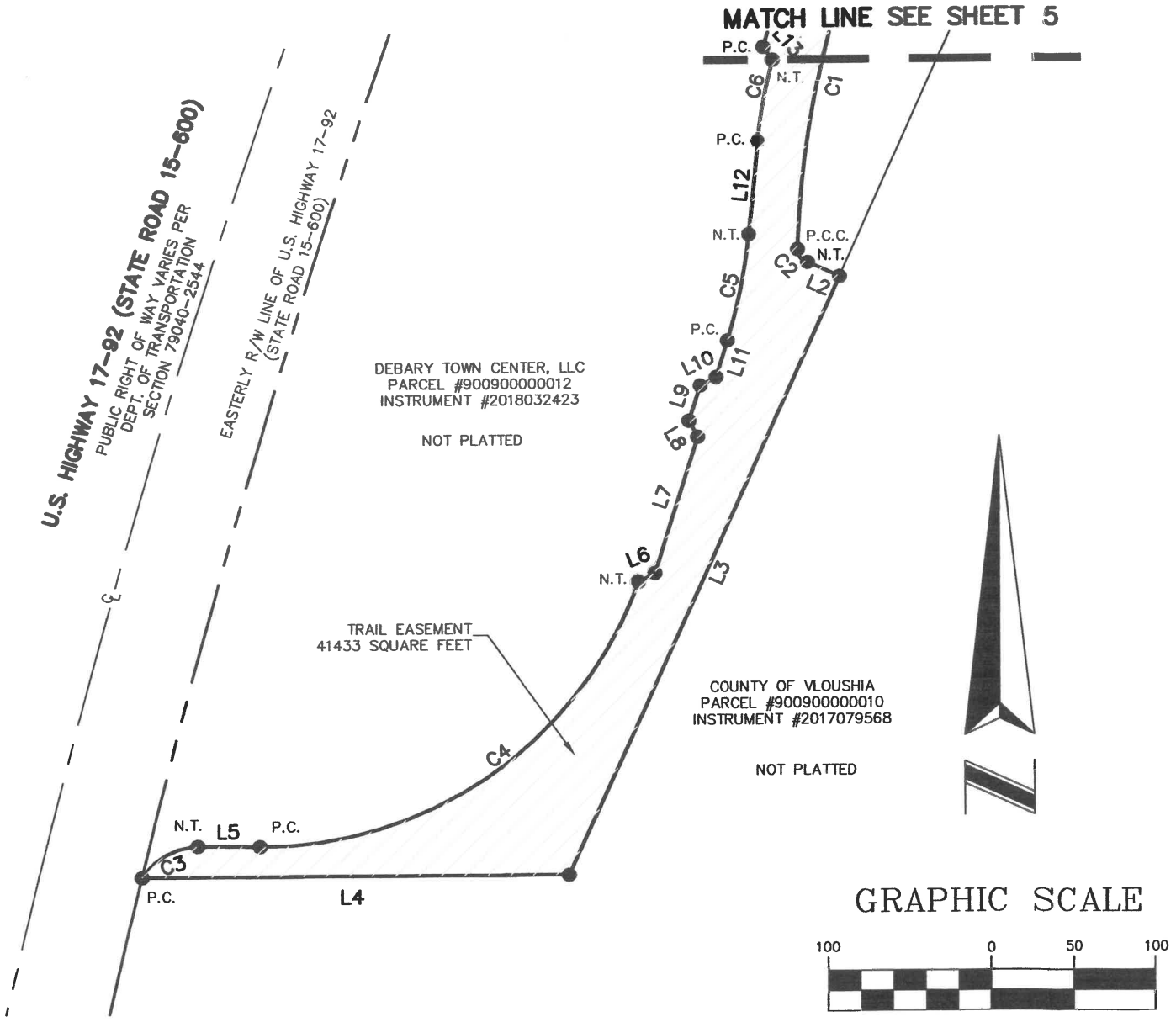
℄ CENTERLINE

● CHANGE IN DIRECTION



| | |
|---|---|
| JOB NO. 20180042 | CALCULATED BY: SCS |
| DATE: 04-19-2021 | DRAWN BY: SCS |
| SCALE: 1"=100' | CHECKED BY: MAF |
| REVISED DATE: | |

# SKETCH AND DESCRIPTION




## GRAPHIC SCALE

100 0 50 100

( IN FEET )

1 inch = 100 ft.

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR LINE AND CURVE TABLE


ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
Winter Garden, Florida 34787 * ( 407 ) 654-5355


LEGEND:

P.C. POINT OF CURVATURE
P.C.C. POINT OF COMPOUND CURVE
N.T. NON-TANGENT
℄ CENTERLINE
● CHANGE IN DIRECTION



JOB NO. 20180042
DATE: 04-19-2021
SCALE: 1"=100'
REVISED DATE:

CALCULATED BY: SCS
DRAWN BY: SCS
CHECKED BY: MAF

# SKETCH AND DESCRIPTION

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD | CHORD BEARING |
| C1 | 235.52 | 599.97 | 22°49'19" | 234.01 | S12°58'50"W |
| C2 | 11.02 | 8.01 | 78°84'42" | 10.17 | S37°41'15"E |
| C3 | 40.82 | 41.96 | 55°74'31" | 39.23 | N60°38'05"E |
| C4 | 304.08 | 244.00 | 71°40'39" | 284.78 | N54°58'12"E |
| C5 | 67.18 | 322.00 | 11°95'38" | 67.06 | N11°21'38"E |
| C6 | 51.25 | 278.00 | 10°56'32" | 51.18 | N10°39'55"E |
| C7 | 35.11 | 277.34 | 07°25'35" | 35.09 | N20°45'50"E |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L1 | 338.81 | S24°13'36"W |
| L2 | 21.42 | S65°46'05"E |
| L3 | 406.67 | S24°13'55"W |
| L4 | 262.72 | S89°57'15"W |
| L5 | 37.93 | S89°19'41"E |
| L6 | 11.42 | N62°48'15"E |
| L7 | 88.43 | N17°20'14"E |
| L8 | 11.31 | N27°39'46"W |

| LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| L9 | 22.84 | N17°20'14"E |
| L10 | 11.31 | N62°20'52"E |
| L11 | 23.80 | N17°20'14"E |
| L12 | 57.96 | N05°23'01"E |
| L13 | 10.08 | N35°58'23"W |
| L14 | 427.00 | N24°12'43"E |
| L15 | 27.50 | S66°34'07"E |

SEE SHEETS 1–2 FOR LEGAL DESCRIPTION
SEE SHEETS 3–6 FOR SKETCH

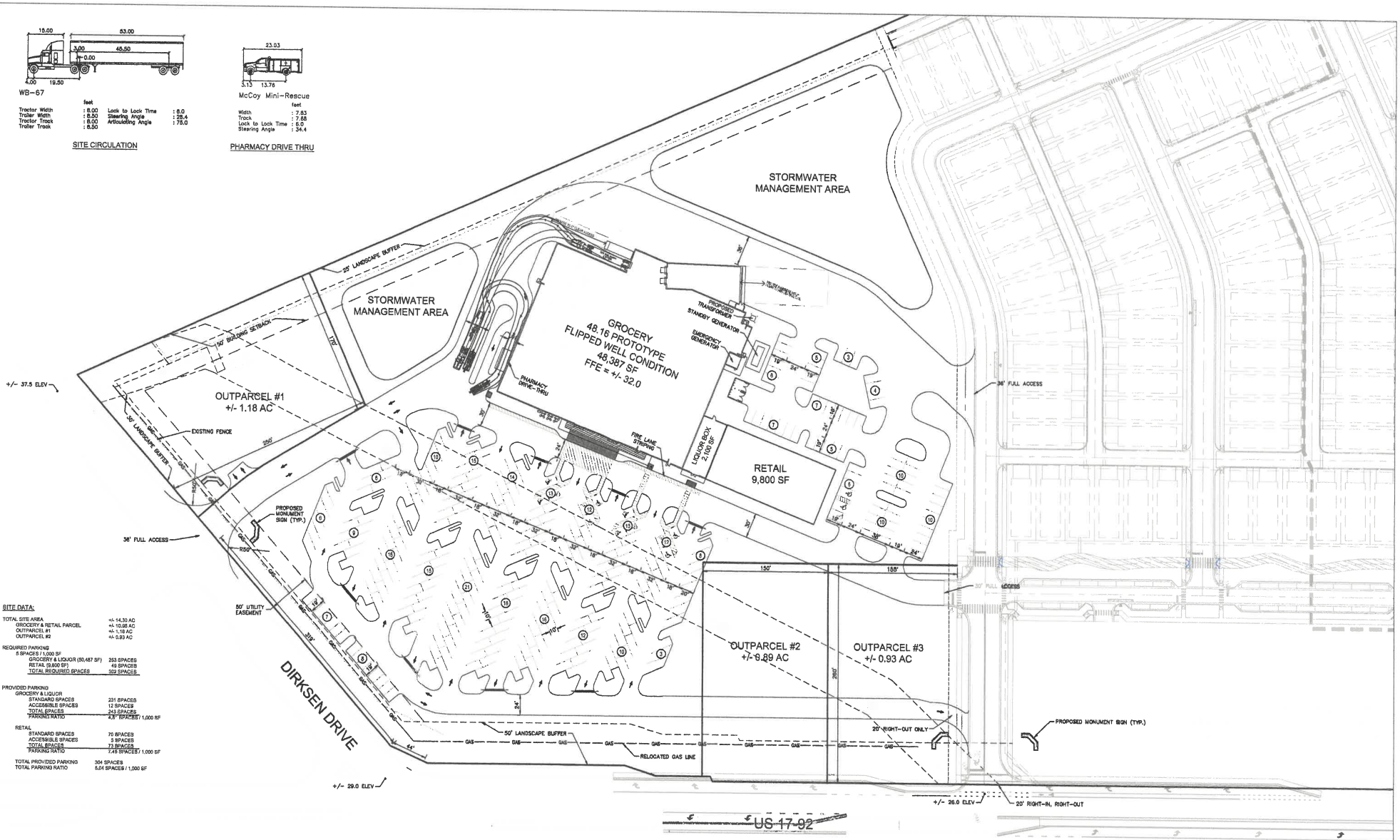
ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
Winter Garden, Florida 34787 * ( 407 ) 654-5355



JOB NO. 20180042
DATE: 04-19-2021
SCALE: N/A
REVISED DATE:

CALCULATED BY: SCS
DRAWN BY: SCS
CHECKED BY: MAF

**Exhibit C**
**"the Shopping Center Parcel"**




SITE DATA:

| | |
|---|---|
| TOTAL SITE AREA | +/- 14.30 AC |
| GROCERY & RETAIL PARCEL | +/- 10.85 AC |
| OUTPARCEL #1 | +/- 1.18 AC |
| OUTPARCEL #2 | +/- 0.93 AC |
| REQUIRED PARKING | |
| 5 SPACES / 1,000 SF | |
| GROCERY & LIQUOR (50,487 SF) | 253 SPACES |
| RETAIL (9,800 SF) | 49 SPACES |
| TOTAL REQUIRED SPACES | 302 SPACES |
| PROVIDED PARKING | |
| GROCERY & LIQUOR | |
| STANDARD SPACES | 231 SPACES |
| ACCESSIBLE SPACES | 12 SPACES |
| TOTAL SPACES | 243 SPACES |
| PARKING RATIO | 4.81 SPACES/ 1,000 SF |
| RETAIL | |
| STANDARD SPACES | 70 SPACES |
| ACCESSIBLE SPACES | 3 SPACES |
| TOTAL SPACES | 73 SPACES |
| PARKING RATIO | 7.45 SPACES/ 1,000 SF |
| TOTAL PROVIDED PARKING | 304 SPACES |
| TOTAL PARKING RATIO | 6.04 SPACES / 1,000 SF |

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SP-07

# THE JUNCTION

## CONCEPTUAL SKETCH

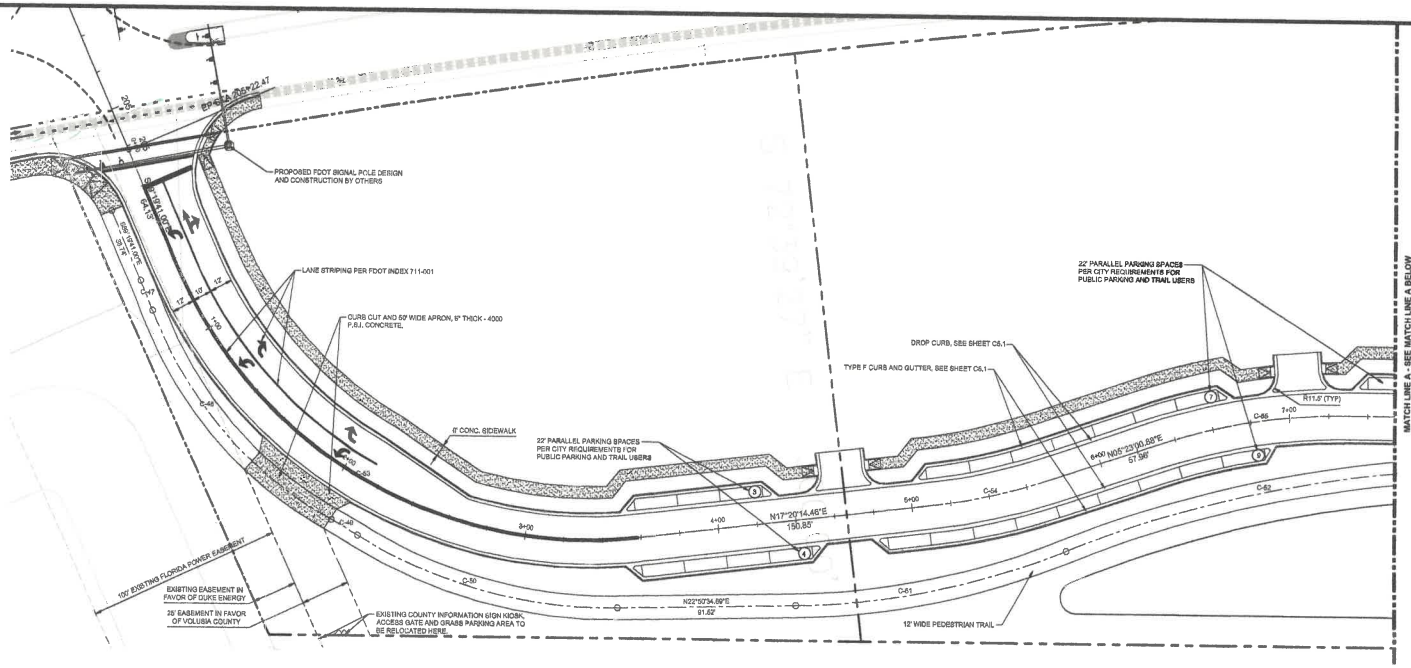
12/10/2021 - BRENT LENZEN, P.E. (407) 898-1511

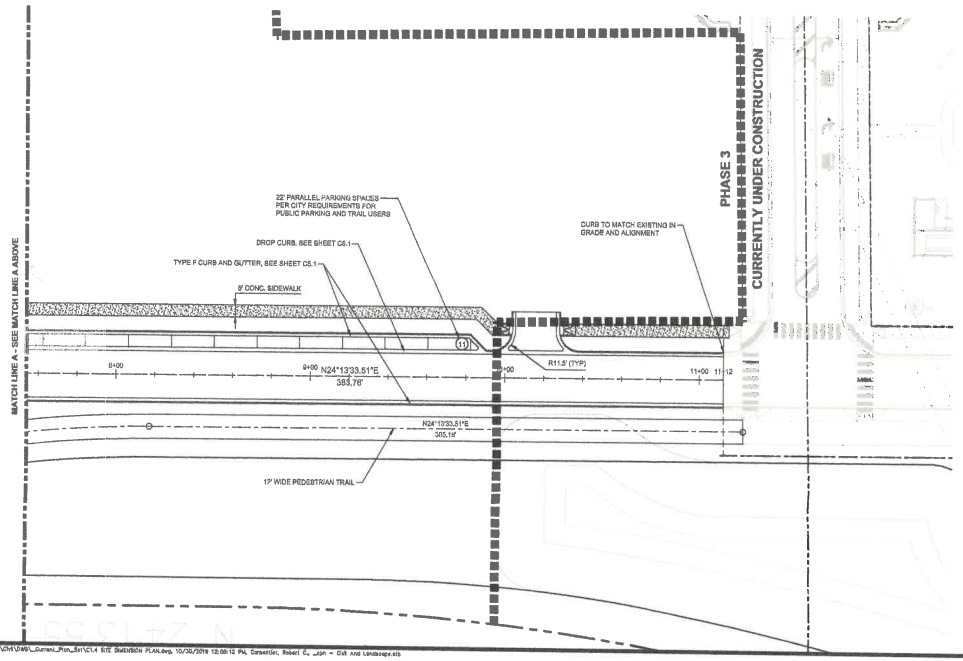
GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

Kimley»Horn

**Exhibit D**
**"Ft. Florida Road Parcels"**




30 0 30 60
Graphic Scale in Feet

GRID N

## ROADWAY GEOMETRY

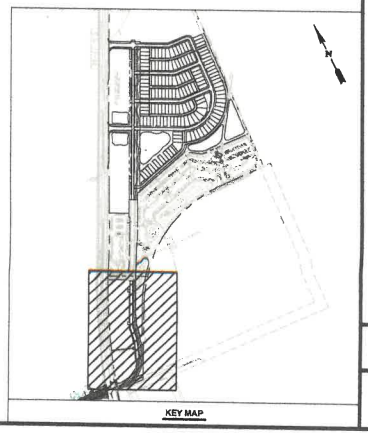
### CURVE TABLE

| CURVE | RADIUS | LENGTH | DEG. OF CURV. | TANGENT |
|---|---|---|---|---|
| C-53 | 230.00 | 294.36 | 029°09'42" | 171.23 |
| C-54 | 200.00 | 82.59 | 019°11'17" | 31.41 |
| C-55 | 300.00 | 98.66 | 019°11'17" | 49.78 |

## TRAIL GEOMETRY

### CURVE TABLE

| CURVE | RADIUS | LENGTH | DEG. OF CURV. | TANGENT |
|---|---|---|---|---|
| C-47 | 391.32' | 16.20' | 002°22'18" | 8.10' |
| C-48 | 206.00' | 143.59' | 039°56'18" | 74.86' |
| C-49 | 494.00' | 15.73' | 001°49'22" | 7.87' |
| C-50 | 250.00' | 140.06' | 032°05'57" | 71.92' |
| C-51 | 394.00' | 142.40' | 020°42'28" | 71.99' |
| C-52 | 815.50' | 237.31' | 022°06'27" | 120.19' |

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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. 3218
Surveyor No. LB7143
Architect. No. AA26000928
Landscape No. LC0000280
HOWARD L. WRAY
70305
STATE OF FLORIDA

| No. | Date | Revision |
|---|---|---|

Designed: D. WALSHAW
Drawn: R. CARPENTIER
Checked: D. WALSHAW
Job No.: D14503
Date: 05/10/2019
© 2019

# SOUTHERN ENTRANCE DIMENSION PLAN

## THE JUNCTION

DEBARY / VOLUSIA COUNTY / FLORIDA

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

Sheet No.
C1.9

# City Council Meeting
# City of DeBary
## AGENDA ITEM

| | |
|---|---|
| **Subject:** Fort Florida Road Reconstruction – Change Orders<br>**From:** Richard Villaseñor, City Engineer<br><br>**Meeting Hearing Date** September 4, 2024 | **Attachments:**<br>**( ) Ordinance**<br>**( ) Resolution**<br>**(X) Supporting Documents/ Contracts**<br>**( ) Other** |

**REQUEST**

Staff is requesting City Council approve construction Change Orders 1 & 2, allowing for City Manager to sign off; and City Council to allow the City Manager to approve subsequent change orders without taking to Council as long as there is no net cost change to previous approved City budgets for this project.

**PURPOSE**

To address changes and unforeseen site conditions discovered as construction operations commenced.

**CONSIDERATIONS**

- Initial clearing activities encountered highly organic unsuitable soil (muck) along the south side of the road that was not previously accounted for. Universal Engineering Sciences (UES) assisted with documenting removal, replacement, and volumes of material for the required limits under the new pavement. The result was Change Order 1 in the contract change amount of $351,208.00 (ADD), costs are shared with the developer. The apportionment is as follows, Rivington $116,421.56 and City $234,785.54.
- With initial construction activities and survey layout, it was observed that new power poles had been installed in locations adjacent to the old poles, which now created conflicts with the new retaining wall. As a result, a redesign of the conflicting area was completed reflecting all updates to the various affected elements, such as shorter storm pipes, addition of curb & gutter, reduction of import fill, etc. The result was Change Order 2 in the contract change amount of (-)$376,349.17 (DEDUCT). All of this credit is allocated to the City.

| Change Order | Rivington Share | City Share | Total |
|---|---|---|---|
| 1 | $116,421.56 | $234,785.54 | $351,207.10 |
| 2 | $0.00 | <$376,349.17> | <$376,349.17> |
| Total | $116,421.56 | <$141,563.63> | |

- So far, these construction changes reflect only the roadway construction portion west of the FP&L cooling channels. Additional conflicts are expected to surface, potentially resulting in additional change orders.

- The City's process to bring every change order before Council for approval may present contractor delays and delays in approving City-agreed solutions. Approval for the City Manager to approve no net cost changes can help provide agreements to conflict solutions and associated costs sooner.
- Council, with this approval, will grant the City Manager authority to approve future changes orders up to the $141,563.63 credit balance. These future change orders may individually exceed the $25,000 City Manager spending limit.
- There are currently utility conflicts that are under review by the Engineer of Record for proposed revisions, and so far appears will result in a DEDUCT change order, but is not ready for issue.

**COST/FUNDING**

The net cost change is a credit and therefore no associated cost for approval of Change Orders 1 & 2. There is no cost change from approved project City budgets in allowing the City Manager to approve subsequent change orders as these approvals are limited only within already established budgets.

**RECOMMENDATION**

It is recommended that the City Council approve and authorize the City Manager to execute Change Orders 1 & 2; and grant authority to the City Manager to approve subsequent change orders, waiving City Manager spending limits within the current City credit of $141,563.63.

**IMPLEMENTATION**

Upon Council approval, change orders 1 & 2 will be approved by the City Manager and associated invoicing can be processed against corresponding City budgets.

**ATTACHMENTS**

Change Order 1 Document

Change Order 2 Document

EDEN Site Development, Inc.

" Where commitment is honored "

## Change Order

| | | | |
|---|---|---|---|
| **Project Name** | **Ft Florida Road** | | |
| **Contractor** | **HR Rivington, LLC C/O Reader & Partners** | | |
| **Change Order #** | **2** | **Date** | **7/29/2024** |
| **Changes of Scope** | **Rev 1 dated 7/10/24 Changes** | | |

| DESCRIPTION | Qty | Unit | Net Price Unit | |
|---|---|---|---|---|
| Red | | | | |
| **Removal of Paved Shoulder** | | | | |
| 12" Stabilized Shldr Subgrade | -326.25 | SY | 6.99 | -2,280.49 |
| 1.5" FC Shldr Asphalt 1 Lift | -326.25 | SY | 25.62 | -8,358.53 |
| 4" Limerock Shldr Base | -326.25 | SY | 58.23 | -18,997.54 |
| Prime & Sand Shldr | -326.25 | SY | 0.80 | -261.00 |
| **Replace paved Shoulder with new design** | | | | |
| 12" Stabilized Curb Subgrade | 180.00 | SY | 6.99 | 1,258.20 |
| 10" Limerock Curb Base | 180.00 | SY | 27.62 | 4,971.60 |
| 12" Stabilized Shldr Subgrade @ Guardrail | 200.00 | SY | 98.44 | 19,688.00 |
| 4" Limerock Shldr Base @ Guardrail | 200.00 | SY | 77.20 | 15,440.00 |
| E Curb | 69.00 | LF | 31.58 | 2,179.02 |
| F Curb | 670.00 | LF | 31.58 | 21,158.60 |
| **Removal of Retaining Wall** | | | | |
| FDOT Gravity Wall (Scheme 2) | -706.00 | LF | 463.38 | -327,146.28 |
| Pedestrian Aluminum Handrail Type 1 | -706.00 | LF | 106.52 | -75,203.12 |
| Gravity Wall Support Crew | -1.00 | LS | 37,610.52 | -37,610.52 |
| Dewatering for Retaining Wall | -1.00 | LS | 40,979.77 | -40,979.77 |
| **Replacment of Retwining Wall** | | | | |
| Roughgrade of slope | 2160.00 | SY | 8.75 | 18,900.00 |
| Guardrail (w/ term parrallel ends) | 721.00 | LF | 78.49 | 56,591.29 |
| 2" Misc Shldr Asphalt @ Guardrail | 200.00 | SY | 32.85 | 6,570.00 |
| Flume | 1.00 | LS | 4,700.00 | 4,700.00 |
| Concrete Ditch Pavement 5x6 | 1.00 | LS | 6,500.00 | 6,500.00 |
| Dewater for Ditch Pavement | 1.00 | LS | 2,300.00 | 2,300.00 |
| Sod | 400.00 | SY | 3.52 | 1,408.00 |
| | | | | |
| **Subtotal for Red** | | | | **-349,172.53** |
| | | | | |
| Blue | | | | |
| **Removal of Paved Shoulder** | | | | |
| 12" Stabilized Shldr Subgrade | -29.82 | SY | 6.99 | -208.44 |
| 1.5" FC Shldr Asphalt 1 Lift | -29.82 | SY | 25.62 | -763.99 |
| 4" Limerock Shldr Base | -29.82 | SY | 58.23 | -1,736.42 |
| Prime & Sand Shldr | -29.82 | SY | 0.80 | -23.86 |
| **Replace paved Shoulder with new design** | | | | |
| 12" Stabilized Curb Subgrade | 64.00 | SY | 6.99 | 447.36 |
| 10" Limerock Curb Base | 64.00 | SY | 27.62 | 1,767.68 |
| 12" Stabilized Shldr Subgrade @ Guardrail | 73.00 | SY | 98.44 | 7,186.12 |
| 4" Limerock Shldr Base @ Guardrail | 73.00 | SY | 77.20 | 5,635.60 |
| E Curb | 79.00 | LF | 31.58 | 2,494.82 |
| F Curb | -12.00 | LF | 31.58 | -378.96 |
| **Removal of Retaining Wall** | | | | |
| FDOT Gravity Wall (Scheme 2) | -123.00 | LF | 361.78 | -44,498.94 |
| Pedestrian Aluminum Handrail Type 1 | -123.00 | LF | 106.52 | -13,101.96 |
| Gravity Wall Support Crew | -1.00 | LS | 6,552.27 | -6,552.27 |
| Dewatering for Retaining Wall | -1.00 | LS | 7,139.54 | -7,139.54 |
| **Replacement of Retwining Wall** | | | | |
| Rough grade of slope | 780.00 | SY | 8.75 | 6,825.00 |

EDEN Site Development, Inc.

" Where commitment is honored "

## Change Order

| | | | |
|---|---|---|---|
| **Project Name** | **Ft Florida Road** | | |
| **Contractor** | **HR Rivington, LLC C/O Reader & Partners** | | |
| **Change Order #** | **2** | **Date** | **7/29/2024** |
| **Changes of Scope** | **Rev 1 dated 7/10/24 Changes** | | |

| DESCRIPTION | Qty | Unit | Net Price Unit | |
|---|---|---|---|---|
| Guardrail (w/ term parallel ends) | 260.00 | LF | 78.49 | 20,407.40 |
| 2" Misc Shldr Asphalt @ Guardrail | 75.00 | SY | 32.85 | 2,463.75 |
| | | | | |
| **Subtotal Blue** | | | | **-27,176.64** |

| | | |
|---|---|---|
| **TOTAL** | **$** | **(376,349.17)** |

**We propose to furnish material and labor, complete in accordance with the above specifications, for the sum of:**

Work to be performed during day time. If night work is required overtime and increase for labor inefficiencies will need to be applied.

**Time completion: this change order will require the following number of days to be added into the original contract completion schedule:**

**TBD Business days**

**Acceptance - The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as described above.**

**Authorized Signature** _____

**Date of Acceptance**

EDEN Site Development, Inc.

" Where commitment is honored "

## Change Order

| | | | |
|---|---|---|---|
| **Project Name** | **Ft Florida Road** | | |
| **Contractor** | **HR Rivington, LLC C/O Reader & Partners** | | |
| **Change Order #** | **1** | **Date** | **8/16/2020** |
| **Changes of Scope** | Unsuitable soil remediation from 15+20 to 26+40 South side of Ft Florida Road | | |

| **DESCRIPTION** | **Qty** | **Unit** | **Net Price Unit** | | |
|---|---|---|---|---|---|
| **1 Material** | | | | | |
| RED - Import Fill | 2908 | CY | $ 22.98 | $ | 66,825.84 |
| RED - Ecavate, handle, haul-out Unsutibale soil | 2237 | CY | $ 58.00 | $ | 129,746.00 |
| BLUE - Import Fill | 565 | CY | $ 22.98 | $ | 12,983.70 |
| BLUE - Ecavate, handle, haul-out Unsutibale soil | 435 | CY | $ 58.00 | $ | 25,230.00 |
| GREEN - Import Fill | 1722 | CY | $ 22.98 | $ | 39,571.56 |
| GREEN - Ecavate, handle, haul-out Unsutibale soi | 1325 | CY | $ 58.00 | $ | 76,850.00 |
| **Subtotal Material** | | | | **$** | **351,207.10** |
| **2. LABOR with Burden** | | | | | |
| | | | | $ | - |
| **Subtotal Labor** | | | | **$** | **-** |
| **3. EQUIPMENT & FUEL** | | | | | |
| | | HRS | | $ | - |
| **Subtotal Equipment** | | | | **$** | **-** |
| **4. Subcontractor** | | | | | |
| | | | | $ | - |
| **Subcontractor Subtotal** | | | | **$** | **-** |
| **Materials + Labor + Equipment + Subcontractor Total** | | | | **$** | **351,207.10** |
| **5. Overhead and Profit** | **0%** | | | **$** | **-** |
| **TOTAL** | | | | **$** | **351,208.00** |

**We propose to furnish material and labor, complete in accordance with the above specifications, for the sum of:**

**Conditions and Qualifications**
**Work to be Done During Day time. If Night work will be necessary overtime will be applied.**

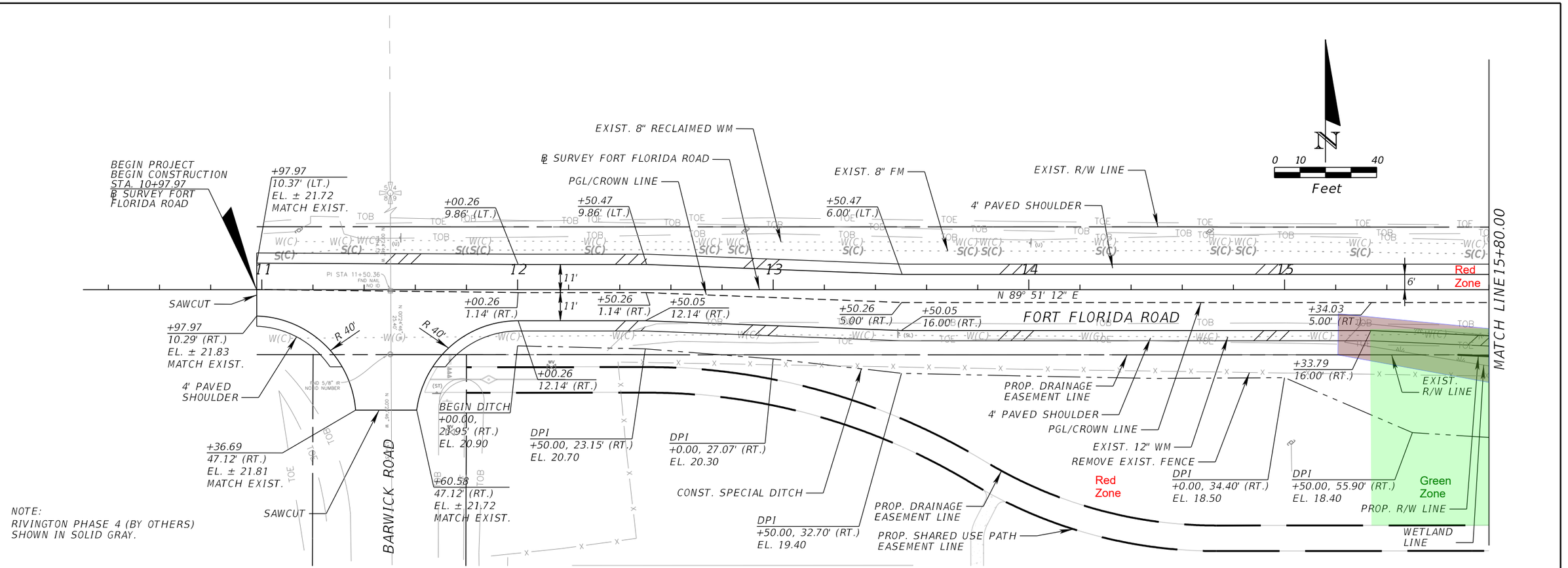
**Time completion: this change order will require the following number of days to be added into the original contract completion schedule:**

**10 Business days**

**Acceptance - The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as described above.**

**Authorized Signature** _____

**Date of Acceptance** _____




| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |


HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
200 SOUTH ORANGE AVENUE, SUITE 600
ORLANDO, FLORIDA, 32801
CERTIFICATE OF AUTHORIZATION NO. 696


CITY OF DEBARY

# ROADWAY PLAN-PROFILE SHEET (01)

SHEET NO. 14

MES-1
STA. 18+34.00, 61.05' (RT)
CONST. 18" SD MES (1:4)
INDEX 430-022
FL. EL. 17.40 (AH)

MES-2
STA. 19+16.00, 62.65' (RT)
CONST. 18" SD MES (1:4)
INDEX 430-022
FL. EL. 17.10 (BK)

MES-3
STA. 20+03.60, 55.40' (RT)
CONST. 18" SD MES (1:4)
INDEX 430-022
FL. EL. 16.90 (AH)

MES-4
STA. 20+29.80, 68.55' (RT)
CONST. 18" SD MES (1:4)
INDEX 430-022
FL. EL. 16.80 (BK)

LEGEND
ASPHALT SHARED USE PATH

N
0 10 40
Feet

MATCH LINE 15+80.00

℄ SURVEY FORT FLORIDA ROAD
EXIST. 8" RECLAIMED WM
BEGIN TYPE F CURB AND GUTTER (PER INDEX 520-001) STA. 17+60.00 7.50' (LT.)
STRAIGHT-END CURB TRANSITION PER INDEX 520-001
EXIST. 8" FM
EXIST. R/W LINE
TYPE F CURB AND GUTTER
CONST. 5'x6' CONCRETE DITCH PAVEMENT
+25.50 11.50' (LT.)
CONST. FLUME PER INDEX 520-010
16 17 18 19 20 21
6' 27' 6'
Red Zone
EXIST. GAS MAIN
N 89° 51' 12" E
CROWN LINE
EL. 21.07
FORT FLORIDA ROAD
PROP. R/W LINE
WETLAND LINE
10' ASPHALT SHARED USE PATH
CONST. 22 LF OF 18" PIPE
EXIST. 12" WM
EXIST. R/W LINE
PROP. R/W LINE
PGL/CROWN LINE
4' PAVED SHOULDER
WETLAND LINE
DPI +50.00, 60.50' (RT.) EL. 17.80
PROP. DRAINAGE EASEMENT LINE
PROP. SHARED USE PATH EASEMENT LINE
CONST. SPECIAL DITCH
Green Zone
+83.79 27.00' (RT.)
+64.03 56.99' (RT.)
REMOVE EXIST. FENCE
+34.03 27.00' (RT.) EL. 20.92
END DITCH +30.00, 60.98' (RT.) EL. 17.40
CURB TRANSITION PER INDEX 520-001 +64.04 64.08' (RT.) EL. 20.98
CONST. 74 LF OF 18" PIPE
0.3% 0.3%
R-30' R-30'
2% 2%
12' 12'
MES-1 MES-2
+88.03 56.98' (RT.)
+18.03 27.00' (RT.) EL. 20.92
BEGIN DITCH +20.00, 62.72' (RT.) EL. 17.10
CURB TRANSITION PER INDEX 520-001 +88.04 64.07' (RT.) EL. 20.98
CONNECT TO RIVINGTON PHASE 4 (DESIGNED BY OTHERS) +76.04, 64.08' (RT.), EL. 21.22
MES-3 MES-4
+74.96 46.00' (RT.)
+21.03 27.00' (RT.)
BEGIN DITCH +33.35, 70.33' (RT.) EL. 16.80
+21.53 46.00' (RT.)
CONST. SPECIAL DITCH
END DITCH +49.70, 81.09' (RT.) EL. 16.70
END DITCH +00.00, 53.60' (RT.) EL. 16.90
CONST. SPECIAL DITCH
DPI +50.00, 62.80' (RT.) EL. 17.00
BEGIN ASPHALT SHARED USE PATH STA 20+11.24 70.54' (RT.) EL. 17.26
R-15'
Red Zone
Green Zone

MATCH LINE 21+40.00

NOTE:
RIVINGTON PHASE 4 (BY OTHERS) SHOWN IN SOLID GRAY.

Area Demucked through 6.28.24 limits determined and observed by UES

Clean up slopes 7.23.24 observed by UES

Area Demucked through 7.02.24 limits determined and observed by UES (2)

EL. 20.89
PI +25.50 EL. 20.73
(-) 0.350%
(+) 0.300%
PI +75.50 EL. 21.48
(+) 0.300%
(-) 0.300%
PGL FORT FLORIDA ROAD
(+) 0.300%
(-) 0.300%
EL. 20.78
PI +25.50 EL. 20.73
EL. 20.09
(-) 1.000%
PI +00.00 EL. 17.90
DITCH (RT.)
(-) 0.200%
EXISTING GROUND AT PGL/CROWN
END DITCH (RT.) STA. 18+30.00 EL. 17.40
(-) 0.333%
BEGIN DITCH (RT.) STA. 19+20.00 EL. 17.10
(-) 0.200%
PI +50.00 EL. 17.00
DITCH (RT.)
END DITCH (RT.) STA. 20+00.00 EL. 16.90
SEASONAL HIGH WATER LINE
EL. 18.46

26 24 22 20 18 16 14 12
16+00 17+00 18+00 19+00 20+00 21+00

1" = 40' HORIZONTAL
1" = 4' VERTICAL

| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 6/26/24 | ⚠ REMOVED GRAVITY WALL ADDED TYPE F CURB & GUTTER AND GUARDRAIL UPDATED STATIONING AND CALL-OUTS | | |

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
200 SOUTH ORANGE AVENUE, SUITE 600
ORLANDO, FLORIDA, 32801
CERTIFICATE OF AUTHORIZATION NO. 696

CITY OF DEBARY

# ROADWAY PLAN-PROFILE SHEET (02)

SHEET NO. 15

TYPE F CURB AND GUTTER
END TYPE F C&G
BEGIN TRANSITION TO
TYPE E C&G
(PER INDEX 521-001)
STA. 21+55.48
7.50' (LT.)

END TRANSITION TO TYPE E C&G
BEGIN TYPE E C&G
(PER INDEX 521-001)
STA. 21+65.48
7.50' (LT.)

TYPE E CURB AND GUTTER
BEGIN GUARDRAIL
PARRALLEL APPROACH
TERMINAL
STA. 21+75.48
9.44' (LT.)

S-100
STA. 24+30.00, 19.83' (LT)
CONST. 30" STRAIGHT CONC. ENDWALL
INDEX 430-030
FL. EL. 12.60 (RT)

END TYPE E C&G
BEGIN TRANSITION TO
TYPE F C&G
(PER INDEX 521-001)
STA. 22+28.56
8.25' (LT.)

END TRANSITION TO
TYPE F C&G
BEGIN TYPE F C&G
(PER INDEX 521-001)
STA. 22+38.56
8.00' (LT.)

S-101
STA. 24+30.00, 30.00' (RT)
CONST. MH TYPE P-7
INDEX 425-001
RIM EL. 20.66
FL. EL. 14.75 (AH)
FL. EL. 12.65 (LT, RT)

S-102
STA. 24+30.00, 59.20' (RT)
CONST. 30" CD MES (1:4)
INDEX 430-021
FL. EL. 12.70 (LT)

S-103
STA. 26+00.00, 9.80' (LT)
CONST. CURB INLET TYPE P-6
INDEX 425-010, 425-021
EOP EL. 20.63
FL. EL. 15.30 (RT)

S-104
STA. 26+00.00 13.90' (RT)
CONST. CURB INLET TYPE P-6
INDEX 425-010, 425-021
EOP EL. 20.63
FL. EL. 15.10 (BK, LT)

PROPOSED DECORATIVE SECURITY FENCE
BEGIN PROPOSED DECORATIVE
SECURITY FENCE
BEGIN EXIST. FENCE REMOVAL
26+59.55
23.81' (LT.)
END TRANSITION TO TYPE E C&G
BEGIN TYPE E C&G
(PER INDEX 521-001)
STA. 26+30.52
10.93' (LT.)

END TYPE E C&G
BEGIN TRANSITION TO
TYPE F C&G
(PER INDEX 521-001)
STA. 26+93.57
12.82' (LT.)

REMOVE
EXIST. FENCE

TYPE E
CURB AND
GUTTER

CONST. 3'x9' OF RUBBLE RIPRAP PER INDEX 524-001
CONST. 48 LF OF 30" PIPE
REMOVE EXIST.
CROSS DRAIN
TYPE F CURB
AND GUTTER

EXIST. 8" RECLAIMED WM
EXIST. 8" FM
℄ SURVEY FORT FLORIDA ROAD
EXIST. R/W LINE

2" MISC.
PAVEMENT
+15.88
6.00' (LT.)

END TYPE F C&G
BEGIN TRANSITION TO
TYPE E C&G
(PER INDEX 521-001)
STA. 26+20.52
10.63' (LT.)

MATCH LINE 21+40.00

MATCH LINE 27+00.00

N 89° 51' 12" E

FORT FLORIDA ROAD

PGL/CROWN LINE

Red Zone

Green Zone

Blue Zone

Red Zone

+31.03
5.00' (RT.)

16'

+15.88
5.00' (RT.)

16'

CONST. 22 LF
OF 18" PIPE

+45.00

10.68'

9.74'

BEGIN GRAVITY WALL
SCHEME 2
PER INDEX 400-011
W/ PEDESTRIAN GUIDERAIL
STA. 26+59.40
22.28' (RT.)

BEGIN PROP. DECORATIVE
SECURITY FENCE
BEGIN EXIST. FENCE REMOVAL
26+59.30
23.19' (RT.)

TYPE F CURB AND GUTTER
10' CONCRETE SIDEWALK
PROPOSED DECORATIVE SECURITY FENCE
REMOVE EXISTING FENCE
GRAVITY WALL SCHEME 2 PER INDEX 400-011 W/
42" PEDESTRIAN GUIDERAIL PER INDEX 515-070

4' PAVED SHOULDER
10' ASPHALT SHARED USE PATH
PROP. R/W LINE

+31.32
16.00' (RT.)
+31.82
35.00' (RT.)
WETLAND LINE
PROP. SHARED USE PATH EASEMENT LINE

EXIST. 12" WM
EXIST. R/W LINE
CONST. 24 LF OF 30" PIPE

CONST. 167 LF
OF 18" PIPE

+15.88
16.00' (RT.)
END ASPHALT
SHARED USE PATH
BEGIN CONCRETE SIDE
WALK STA. 25+16.26

+48.00
14.72' (RT.)

STRAIGHT-END
CURB TRANSITION
PER INDEX 520-001

+76.78
28.92' (RT.)
+48.78
33.70' (RT.)

R 100'
R 110'

LEGEND
ASPHALT SHARED USE PATH
4" CONCRETE SIDEWALK
6" CONCRETE DRIVEWAY

0 10 40
Feet

① END GUARDRAIL PARRALLEL
APPROACH TERMINAL
STA. 26+83.50
14.88' (LT.)

Area Demucked through 7.02.24 limits determined and observed by UES

Area Demucked through 7.03.24 limits determined and observed by UES (1-3)

Area Demucked through 7.08.24 limits determined and observed by UES (3-6)

Area Demucked through 7.09.24 limits determined and observed by UES (4-6)

Area Demucked through 7.11.24 limits determined and observed by UES (2-4)

Area Demucked through 7.10.24 limits determined and observed by UES (1-3)

Area Demucked through 7.15.24 limits determined and observed by UES

PGL FORT FLORIDA ROAD
EL. 20.78
(+) 0.300%
PI +75.50
EL. 21.46
(+) 0.300%
(-) 0.300%
(-) 0.300%
+75.71 EL. 20.88
EL. 21.35
(-) 0.300%
EL. 19.27
EXISTING GROUND AT
PGL/CROWN
EL. 18.46
SEASONAL HIGH WATER LINE

R = 92
375' V.C.
DESIGN SPEED = 35 MPH

20.87 20.84 20.86 20.92 21.02 21.16 21.35

1" = 40' HORIZONTAL
1" = 4' VERTICAL

22+00 23+00 24+00 25+00 26+00 27+00

| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 6/26/24 | ⚠ REMOVED GRAVITY WALL (LT.) ADDED TYPE F CURB & GUTTER AND GUARDRAIL UPDATED STATIONING AND CALL-OUTS | | |

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CERTIFICATE OF AUTHORIZATION NO. 696

CITY OF DEBARY

ROADWAY PLAN-PROFILE
SHEET (03)

SHEET NO. 16