



## SPECIAL CITY COUNCIL MEETING

May 15, 2024 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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## AGENDA

### CALL TO ORDER

Invocation

Flag Salute

### ROLL CALL

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

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

### PUBLIC HEARINGS

1. Staff is requesting the City Council approve the first 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.

### NEW BUSINESS

2. The Parks and Recreation Department is requesting City Council approve the attached grant application submitted by the DeBary Babe Ruth 9U Baseball All Star Team.
3. The Parks and Recreation Department is requesting Council approve Resolution No. 2024-04, to confirm support and an effective date for the FY 23/24 ECHO Project for the Alexander Park Phase 1 Development.
4. The Parks and Recreation Department is requesting the City Council award RFP 02-2024, Bill Keller Park Pavilion project, to Custom Construction Solutions, Inc. for the amount of \$58,000 plus a 6% contingency in the amount of \$3,480 for a total cost of \$61,480.
5. The Parks and Recreation Department is requesting City Council discuss and give direction on holiday event dates for the upcoming 2024 holiday season.

### COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

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

**DATE OF UPCOMING MEETING / WORKSHOP**

City Council Meeting June 5, 2024, 6:30 p.m.

**ADJOURN**

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

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



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

<b>Subject:</b> Ordinance # 08-2024	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Steven E. Bapp, AICP Growth Management Director	
<b>Meeting Hearing Date</b> May 15, 2024	

**REQUEST**

Staff is requesting the City Council approve the first reading of Ordinance # 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.

**PURPOSE**

To bring the Plan into compliance with the requirements of F.S. 163.3177(6)(c)3.

**CONSIDERATIONS**

Background:

The Public Facilities Element of the Plan, Chapter 7, provides for the provision of general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge. The goal of this Element is to facilitate the development of adequate public infrastructure to serve the appropriate growth and development of the City with appropriate consideration to managing important natural resources.

The Public Facilities Element is divided into five subchapters addressing different elements of public infrastructure. Subchapter 7B addresses the provision of sanitary sewer facilities. The central goal of this subchapter is to correct existing deficiencies in sanitary sewer collection and treatment facilities and to meet the needs of future growth.

F.S. 163.3177(6)(c) requires the Plan’s Public Facilities Element to address certain topics related to the provision of public facilities. On May 30, 2023, the Governor approved House Bill 1379 and signed it into law as Chapter No. 2023-169 of the Laws of Florida. Section 1 of this law amended F.S. 163.3177(6)(c) to add a new provision requiring the Public Facilities Element to consider the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 residential lots, whether built or unbuilt, containing more than 1 onsite sewage treatment and disposal system (OSTDS) per 1 acre. For these developments, the following information must be provided in the Plan:

- Name and location of the wastewater facility that could receive sanitary sewer flows after connection;
- The capacity of the facility and any associated transmission facilities;
- The projected wastewater flow at that facility for the next 20 years, including expected future new construction and connections of OSTDSs to sanitary sewer; and
- A timeline for the construction of the sanitary sewer system.

The law also provided a deadline of July 1, 2024 for comprehensive plans to be updated to include this information.

Proposed Amendment:

Objective 7B.4 and its corresponding policies would be added to the Public Facilities Element.

Objective 7B.4 states the City has analyzed existing developments of at least 50 residential lots (built or unbuilt) containing more than 1 OSTDS per 1 acre to consider the feasibility of providing sanitary sewer services within a 10-year planning horizon. The following developments have been identified by Staff as having more than 1 OSTDS per 1 acre:

- Christberger Manor;
- DeBary Development Builders;
- DeBary Plantation;
- Lake Marie Estates;
- Millers Acres;
- Millers Acres Additions;
- Plantation Estates;
- Summerhaven; and
- Surrey Run

The Policies promulgated under this Objective reflect the contents of Volusia County’s Wastewater Treatment Plans and OSTDS Remediation Plans published on February 1, 2024. Each Policy individually addresses each of the requirements of F.S. 163.3177(6)(c)3.

Comprehensive Plan Compatibility:

All Plan text amendments are reviewed against the goals, objectives, and policies of the Plan. During Staff’s review of the proposed amendment, no inconsistencies were found, as the proposed amendment is mandated by the State of Florida’s Community Planning Act. It is compatible with all of the elements of the Plan.

Infrastructure Impacts:

The proposed amendment will not have any effect on the availability of or the demand for sanitary sewer, solid waste, drainage, potable water and water supply, traffic circulation, schools, or recreation. The policy merely addresses the feasibility of providing sanitary sewer services to certain areas of the City within the next decade and does not impose any mandates for action from the City.

## **COST/FUNDING**

None.

## **RECOMMENDATION**

It is recommended the City Council: Upon first reading, approve Ordinance # 08-2024, the proposed Plan text amendment to add Objective 7B.4 and policies therein.

## **IMPLEMENTATION**

Because the proposed ordinance amends the text of the Plan, the proposed amendment must follow the expedited State review process prescribed in F.S. 163.3184(3). If the City Council approves the first reading, within 10 working days after the public hearing (transmittal hearing), Staff must transmit the proposed amendment to the Department of Commerce for distribution to the State reviewing agencies, who will have 30 days upon receipt of the proposed amendment to submit comments on it. The reviewing agencies are:

- Department of Commerce;
- East Central Florida Regional Planning Council;
- St. John's River Water Management District;
- Department of Environmental Protection;
- Department of State;
- Department of Transportation; and
- Volusia Growth Management Commission.

The second public hearing (adoption hearing) for the proposed ordinance must be held within 180 days after receipt of all reviewing agency comments.

## **ATTACHMENTS**

- Ordinance # 08-2024
- OSTDS Density Map
- Chapter 2023-169 of the Laws of Florida

**ORDINANCE NO. 08-2024**

**AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING THE TEXT OF THE PUBLIC FACILITIES ELEMENT OF THE CITY OF DEBARY COMPREHENSIVE PLAN TO CREATE OBJECTIVE 7B.4 AND POLICIES 7B.401, 7B.402, 7B.403, AND 7B.404 TO ADDRESS THE FEASIBILITY OF PROVIDING SANITARY SEWER SERVICES WITHIN A 10-YEAR PLANNING HORIZON TO THOSE RESIDENTIAL DEVELOPMENTS OF 50 OR MORE RESIDENTIAL LOTS CONTAINING MORE THAN 1 ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM PER 1 ACRE; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 163, Fla. Stat., Part II, known as the Community Planning Act (the “Act”), requires, authorizes, and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans to guide development within the City and further authorizes the City Council of the City of DeBary to plan for the City’s future development and growth, to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations, and to establish, support and maintain procedures to carry out the provisions and purposes of such Act; and

**WHEREAS**, Chapter 163, Fla. Stat., Part II, Section 163.3177 provides for the required elements of the Comprehensive Plan.

**WHEREAS**, Chapter 163, Fla. Stat., Part II, Section 163.3177(6)(c) provides for the requirement of an element in the Comprehensive Plan addressing general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge correlated to principles and guidelines for future land use and which indicates ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area.

**WHEREAS**, the Florida Legislature, on May 3, 2023, approved House Bill 1379, which amends Chapter 163, Fla. Stat., Part II, Section 163.3177(6)(c) to add a new Sub-Paragraph 3 requiring that this element address the feasibility of providing sanitary sewer services within a 10-year planning horizon to those residential developments of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, and provides for further requirements therein.

**WHEREAS**, the Governor, on May 30, 2023 approved House Bill 1379, which amends Chapter 163, Fla. Stat., Part II, Section 163.3177(6)(c) to add a new Sub-Paragraph 3 requiring that this element address the feasibility of providing sanitary sewer services within a 10-year planning horizon to those residential developments of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, and

provides for further requirements therein, and was signed into law as Chapter No. 2023-169 with an effective date of July 1, 2023.

**WHEREAS**, the Amendments adopted by this Ordinance are internally consistent with the City of DeBary Comprehensive Plan and its goals, objectives and policies and are in compliance with the Act; and

**WHEREAS**, the City Council (including in its role as the City’s local planning agency) held the required public hearings for adoption of the proposed Comprehensive Plan Amendments to receive and consider comments related to the Amendments; and

**WHEREAS**, based on the matters of record received by the City Council at the required public hearings after proper notice and finding that the proposed Amendments meet the requirements of the Act, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt these Amendments to the City’s Comprehensive Plan.

**IT IS HEREBY ORDAINED 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. TEXT AMENDMENT ADOPTION.** The City of DeBary hereby amends the text of the Public Facilities Element of the City of DeBary Comprehensive Plan, creating Objective 7B.4 and Policies 7B.401, 7B.402, 7B.403, and 7B.404 as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not being amended):

**OBJECTIVE 7B.4:**

The City has analyzed existing developments of at least 50 residential lots (built or unbuilt) containing more than one onsite sewage treatment and disposal system (OSTDS) per one acre to consider the feasibility of providing sanitary sewer services within a 10-year planning horizon (2034), pursuant to F.S. 163.3177(6)(c)3, provided adequate funding from the State is provided. The following developments of 50 or more lots for residential use have been identified as having more than one OSTDS per 1 acre:

- a. Christberger Manor
- b. DeBary Development Builders
- c. DeBary Plantation
- d. Lake Marie Estates
- e. Millers Acres
- f. Millers Acres Additions

- g. Plantation Estates
- h. Summerhaven
- i. Surrey Run

In coordination with Volusia County, the City has analyzed the feasibility of providing sanitary sewer services within a 10-year planning horizon, provided adequate State funding is provided. The policies of 7B.401-7B.404 reflect the contents of the Wastewater Treatment Plans and OSTDS Remediation Plans published by Volusia County on February 1, 2024

#### Policy 7B.401

In coordination with Volusia County, the City has identified which wastewater treatment facilities (WWTFs) could receive sanitary sewer flows after connection from those residential developments identified in Objective 7B.4, provided adequate State funding is provided. Each residential development identified in Objective 7B.4 could receive sanitary sewer from the following:

- a. Volusia County Regional WWTF-1 – 800 DeBary Plantation Boulevard, DeBary, Florida, 32713 (FDEP Operations Permit No. FLA011128).

#### Policy 7B.402

Volusia County has provided to the City the capacity of the identified wastewater facilities and associated transmission facilities with regard to servicing those residential developments identified in Objective 7B.4 once adequate State funding is provided.

- a. The capacity of Volusia County Regional WWTF-1 is 2.70 million gallons per day (MGD) annual average daily flow (AADF). It is classified as an Advanced Wastewater Treatment plus Filtration Facility, Category I, Class B. It utilizes the 5-Stage Biological Nutrient Removal (BNR) process.
- b. In the calendar year 2023, the AADF was 2.04 MGD.
- c. The County has developed plans for expansion of WWTF-1 to support regional OSTDS remediation of the Volusia Blue and Gemini Springs Basin Management Action Plans (BMAPs). The County has identified the following key project components:
  - 1. Expanded treatment capacity to 4.5 MGD.
  - 2. Increased reclaimed water storage from 4.5 million gallons to 9.5.
  - 3. Replace biosolids treatment facilities.
- d. The City supports the County's proposed expansion.

#### Policy 7B.403

Volusia County has provided to the City projections of the wastewater flow at the identified wastewater facility through Design Year 2042 (Wastewater Treatment Plans and OSTDS



Remediation Plans published by Volusia County on February 1, 2024). These projections consider future new construction and connections of OSTDSs to sanitary sewer, including to those residential developments identified in Objective 7B.4. The projections also consider design raw wastewater flows (AADF) and wastewater flow transfers from the Deltona North water reclamation facility (WRF) and City of Deltona:

<u>Design Year</u>	<u>Wastewater Flow AADF (MGD)</u>	<u>Deltona North WRF Flow Transfer AADF (MGD)</u>	<u>Septic Tank Flow AADF (MGD)</u>	<u>Total Wastewater Flow Projection AADF (MGD)</u>
<u>2024</u>	<u>2.001</u>	<u>0.265</u>	<u>=</u>	<u>2.266</u>
<u>2025</u>	<u>2.041</u>	<u>0.271</u>	<u>=</u>	<u>2.511</u>
<u>2026</u>	<u>2.082</u>	<u>0.276</u>	<u>0.058</u>	<u>2.619</u>
<u>2027</u>	<u>2.118</u>	<u>0.281</u>	<u>0.116</u>	<u>2.972</u>
<u>2028</u>	<u>2.155</u>	<u>0.286</u>	<u>0.174</u>	<u>3.080</u>
<u>2029</u>	<u>2.193</u>	<u>0.291</u>	<u>0.232</u>	<u>3.189</u>
<u>2030</u>	<u>2.231</u>	<u>0.296</u>	<u>0.290</u>	<u>3.299</u>
<u>2031</u>	<u>2.270</u>	<u>0.301</u>	<u>0.348</u>	<u>3.410</u>
<u>2032</u>	<u>2.304</u>	<u>0.305</u>	<u>0.406</u>	<u>3.513</u>
<u>2033</u>	<u>2.339</u>	<u>0.310</u>	<u>0.464</u>	<u>3.618</u>
<u>2034</u>	<u>2.374</u>	<u>0.315</u>	<u>0.522</u>	<u>3.723</u>
<u>2035</u>	<u>2.409</u>	<u>0.319</u>	<u>0.580</u>	<u>3.829</u>
<u>2036</u>	<u>2.446</u>	<u>0.324</u>	<u>0.638</u>	<u>3.936</u>
<u>2037</u>	<u>2.476</u>	<u>0.328</u>	<u>0.696</u>	<u>4.035</u>
<u>2038</u>	<u>2.507</u>	<u>0.332</u>	<u>0.754</u>	<u>4.135</u>
<u>2039</u>	<u>2.538</u>	<u>0.336</u>	<u>0.812</u>	<u>4.235</u>
<u>2040</u>	<u>2.570</u>	<u>0.341</u>	<u>0.870</u>	<u>4.336</u>
<u>2041</u>	<u>2.602</u>	<u>0.345</u>	<u>0.928</u>	<u>4.437</u>
<u>2042</u>	<u>2.635</u>	<u>0.349</u>	<u>0.986</u>	<u>4.539</u>

Policy 7B.404

Volusia County has constructed and provided to the City a general timeline for the construction of sanitary sewer systems necessary for those residential developments identified in Objective 7B.4.

- a. Expansion of Southwest Regional WWTF-1 from 2.7 MGD to 4.5 MGD. Estimated date of completion: December, 2026
- b. Master planning for OSTDS remediation and Phase 1 design of sanitary sewer infrastructure benefitting Gemini Springs water quality. Estimated year of completion: 2027.
- c. Construction of Phase 1 OSTDS retrofit to sanitary sewer system to benefit Gemini Springs water quality. Estimated year of completion: 2029, assuming adequate State funding is provided.

**SECTION 3. EFFECTIVE DATE.** The effective date of this Plan amendment, if the amendment is not timely challenged, shall be 31 days after the State Land Planning Agency notifies the City that the Plan amendment package is complete. If timely challenged, an amendment does not become effective until the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**SECTION 4. CONFLICTS.** This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflicts exists.

**SECTION 5. SEVERABILITY.** If any part of this Ordinance is found to be invalid, preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part.

**APPROVED** on first reading on \_\_\_\_ day of \_\_\_\_\_ 2024.

**ADOPTED** at the second reading on \_\_\_\_ day of \_\_\_\_\_ 2024.

**CITY COUNCIL  
City of DeBary**

\_\_\_\_\_  
Karen Chasez, Mayor

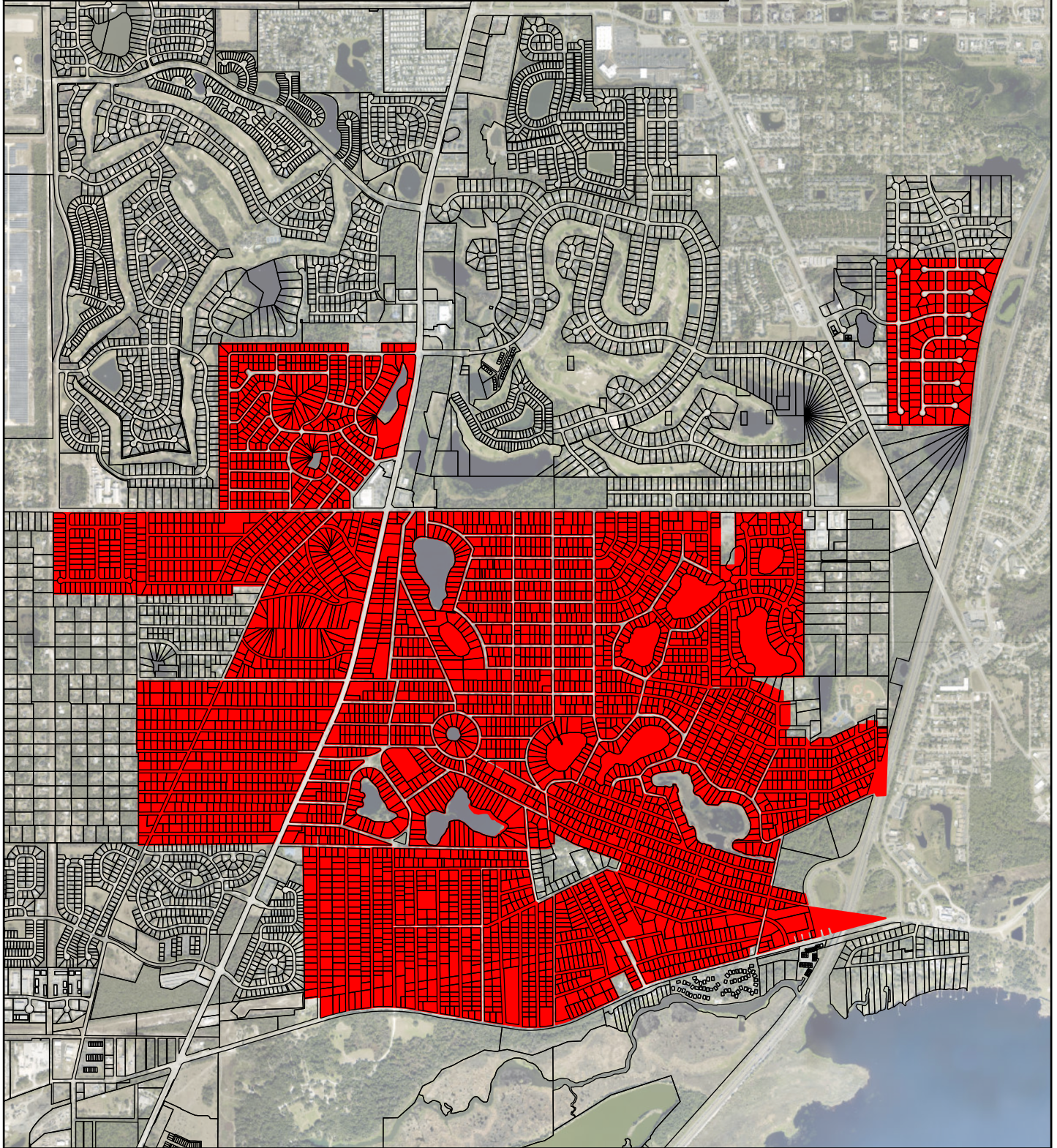
Attest:

\_\_\_\_\_  
Annette Hatch, CMC, City Clerk



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

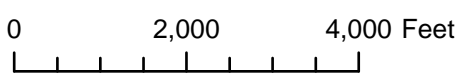
SEAL:

# City of DeBary OSTDS Density



## Legend

-  Parcels
-  Subdivisions with > 1 OSTDS per acre



## CHAPTER 2023-169

### Committee Substitute for Committee Substitute for House Bill No. 1379

An act relating to environmental protection; amending s. 163.3177, F.S.; revising the required components of a local government comprehensive plan capital improvements element and general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element; making technical changes; requiring the update of comprehensive plans by a specified date; providing applicability; amending s. 253.025, F.S.; increasing the estimated value threshold of land acquisition agreements that are required to be submitted to and approved by the Board of Trustees of the Internal Improvement Trust Fund; removing the requirement that agreements to acquire initial lands for Florida Forever projects be submitted to and approved by the board of trustees; increasing the estimated value threshold for the appraisal of certain land acquisitions; requiring, rather than authorizing, the Department of Environmental Protection to disclose appraisal reports to private landowners or their representatives during negotiations for certain land acquisitions; removing a provision requiring private landowners to maintain confidentiality of such reports; specifying the authority of the board of trustees or the department, as applicable, to acquire certain parcels at full value as determined by the highest approved appraisal; amending s. 259.032, F.S.; authorizing the board of trustees to acquire interests in lands that complete certain linkages within the Florida wildlife corridor; conforming a provision to changes made by the act; making technical changes; amending s. 259.105, F.S.; requiring the Department of Agriculture and Consumer Services to submit an updated priority list for the acquisition of certain agricultural lands to the Acquisition and Restoration Council by a specified date; providing construction; conforming cross-references; deleting an obsolete provision; requiring the council to give increased priority to specified projects; creating s. 373.469, F.S.; providing legislative findings and intent; defining terms; providing the components of the Indian River Lagoon Protection Program; requiring the department to evaluate and update the basin management action plans within the program at specified intervals; requiring the department, in coordination with specified entities, to identify and prioritize strategies and projects to achieve certain water quality standards and total maximum daily loads; requiring the department, in coordination with specified entities, to implement the Indian River Lagoon Watershed Research and Water Quality Monitoring Program for specified purposes; prohibiting the installation of new onsite sewage treatment and disposal systems beginning on a specified date under certain circumstances; requiring that commercial or residential properties with existing onsite sewage treatment and disposal systems be connected to central sewer or be upgraded to a certain system by a specified date; providing construction; authorizing the department and the governing boards of the St. Johns

River Water Management District and the South Florida Water Management District to adopt rules; amending s. 373.501, F.S.; requiring, rather than authorizing, the department to transfer appropriated funds to the water management districts for specified purposes; requiring the districts to annually report to the department on the use of such funds; amending s. 373.802, F.S.; defining the term “enhanced nutrient-reducing onsite sewage treatment and disposal system”; amending s. 373.807, F.S.; conforming a cross-reference; revising requirements for onsite sewage treatment and disposal system remediation plans for springs; amending s. 373.811, F.S.; prohibiting new onsite sewage treatment and disposal systems within basin management action plans in effect for Outstanding Florida Springs under certain circumstances; authorizing the installation of enhanced or alternative systems for certain lots; amending s. 375.041, F.S.; requiring an annual appropriation from the Land Acquisition Trust Fund to the department for the acquisition of specified lands; deleting an obsolete provision; amending s. 381.0065, F.S.; defining the term “enhanced nutrient-reducing onsite sewage treatment and disposal system”; amending s. 381.00655, F.S.; encouraging local governmental agencies that receive funding for connecting onsite sewage treatment and disposal systems to central sewer facilities to provide notice of the funding availability to certain owners of onsite sewage treatment and disposal systems and to maintain a website with certain information regarding the funding; reordering and amending s. 403.031, F.S.; defining and revising terms; amending s. 403.067, F.S.; revising requirements for new or revised basin management action plans; requiring that basin management action plans include 5-year milestones for implementation; requiring certain entities to identify projects or strategies to meet such milestones; prohibiting the installation of new onsite sewage treatment and disposal systems within specified areas under certain circumstances; requiring the installation of enhanced or alternative systems for certain lots; revising requirements for a basin management action plan’s cooperative agricultural regional water quality improvement element; amending s. 403.0673, F.S.; renaming the wastewater grant program as the water quality improvement grant program; revising the purposes of the grant program; specifying the projects for which the department may provide grants under the program; requiring the department to prioritize certain projects; requiring the department to coordinate with each water management district to annually identify projects; requiring the department to coordinate with specified entities to identify projects; revising reporting requirements; amending s. 403.086, F.S.; revising the waters that sewage disposal facilities are prohibited from disposing wastes into; amending s. 570.71, F.S.; requiring the Department of Agriculture and Consumer Services, in consultation with the Department of Environmental Protection, the water management districts, the Department of Economic Opportunity, and the Florida Fish and Wildlife Conservation Commission, to adopt rules giving funding priority and preference to specified lands; requiring the Department of Agriculture and Consumer Services to submit certain purchase agreements to the Board of Trustees of the Internal Improvement Trust Fund for approval; amending s. 570.715,

F.S.; increasing the estimated value threshold for the appraisal of specified conservation easement acquisitions; requiring, rather than authorizing, the Department of Agriculture and Consumer Services to disclose appraisal reports to private landowners or their representatives during negotiations for certain land acquisitions; amending ss. 201.15, 259.105, 373.019, 373.4132, 373.414, 373.4142, 373.430, 373.4592, 403.890, 403.892, 403.9301, and 403.9302, F.S.; conforming cross-references and provisions to changes made by the act; reenacting s. 259.045(6), F.S., relating to the purchase of lands in areas of critical state concern, to incorporate the amendment made to s. 259.032, F.S., in a reference thereto; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (a) of subsection (3) and paragraph (c) of subsection (6) of section 163.3177, Florida Statutes, are amended to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(3)(a) The comprehensive plan must ~~shall~~ contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth all of the following:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components must ~~shall~~ cover at least a 5-year period.

2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.

3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.

4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.

5. The schedule must:

a. Include transportation improvements included in the applicable metropolitan planning organization's transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility;

b. Where applicable, include a list of projects necessary to achieve the pollutant load reductions attributable to the local government, as established in a basin management action plan pursuant to s. 403.067(7); and

c. ~~The schedule must~~ Be coordinated with the applicable metropolitan planning organization's long-range transportation plan adopted pursuant to s. 339.175(7).

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(c) A general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element correlated to principles and guidelines for future land use, indicating ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area. The element may be a detailed engineering plan including a topographic map depicting areas of prime groundwater recharge.

1. Each local government shall address in the data and analyses required by this section those facilities that provide service within the local government's jurisdiction. Local governments that provide facilities to serve areas within other local government jurisdictions shall also address those facilities in the data and analyses required by this section, using data from the comprehensive plan for those areas for the purpose of projecting facility needs as required in this subsection. For shared facilities, each local government shall indicate the proportional capacity of the systems allocated to serve its jurisdiction.

2. The element must ~~shall~~ describe the problems and needs and the general facilities that will be required for solution of the problems and needs, including correcting existing facility deficiencies. The element must ~~shall~~ address coordinating the extension of, ~~or~~ increase in the capacity of, or upgrade in treatment of facilities to meet future needs; prioritizing advanced waste treatment while maximizing the use of existing facilities and discouraging urban sprawl; conserving potable water resources; and protecting the functions of natural groundwater recharge areas and natural drainage features.

3. Within the local government's jurisdiction, for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, the element must consider the feasibility of providing sanitary sewer services within a 10-year planning horizon and must identify the name and location of the wastewater facility that could receive sanitary sewer flows after connection; the capacity

of the facility and any associated transmission facilities; the projected wastewater flow at that facility for the next 20 years, including expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer; and a timeline for the construction of the sanitary sewer system. An onsite sewage treatment and disposal system is presumed to exist on a parcel if sanitary sewer services are not available at or adjacent to the parcel boundary. Each comprehensive plan must be updated to include this element by July 1, 2024, and as needed thereafter to account for future applicable developments. This subparagraph does not apply to a local government designated as a rural area of opportunity under s. 288.0656.

4. Within 18 months after the governing board approves an updated regional water supply plan, the element must incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to s. 373.709(2)(a) or proposed by the local government under s. 373.709(8)(b). If a local government is located within two water management districts, the local government must shall adopt its comprehensive plan amendment within 18 months after the later updated regional water supply plan. The element must identify such alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs identified in s. 373.709(2)(a) within the local government's jurisdiction and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, which are identified in the element as necessary to serve existing and new development. The work plan must shall be updated, at a minimum, every 5 years within 18 months after the governing board of a water management district approves an updated regional water supply plan. Local governments, public and private utilities, regional water supply authorities, special districts, and water management districts are encouraged to cooperatively plan for the development of multijurisdictional water supply facilities that are sufficient to meet projected demands for established planning periods, including the development of alternative water sources to supplement traditional sources of groundwater and surface water supplies.

5.4. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government shall ~~is required to~~ cooperate with, and provide relevant data to, any local government or utility provider that provides service within its jurisdiction, and shall ~~to~~ keep its general sanitary sewer, solid waste,



potable water, and natural groundwater aquifer recharge element updated in accordance with s. 163.3191.

Section 2. Subsection (4) and paragraphs (b), (f), and (j) of subsection (8) of section 253.025, Florida Statutes, are amended to read:

253.025 Acquisition of state lands.—

(4) An agreement to acquire real property for the purposes described in this chapter, chapter 259, chapter 260, or chapter 375, title to which will vest in the board of trustees, may not bind the state before the agreement is reviewed and approved by the Department of Environmental Protection as complying with this section and any rules adopted pursuant to this section. If any of the following conditions exist, the agreement must ~~shall~~ be submitted to and approved by the board of trustees:

(a) The purchase price agreed to by the seller exceeds the value as established pursuant to the rules of the board of trustees.;

(b) The contract price agreed to by the seller and the acquiring agency exceeds \$5 ~~\$1~~ million.;

~~(c) The acquisition is the initial purchase in a Florida Forever project; or~~

~~(c)(d)~~ Other conditions that the board of trustees may adopt by rule. Such conditions may include, but are not limited to, Florida Forever projects when title to the property being acquired is considered nonmarketable or is encumbered in such a way as to significantly affect its management.

If approval of the board of trustees is required pursuant to this subsection, the acquiring agency must provide a justification as to why it is in the public's interest to acquire the parcel or Florida Forever project. Approval of the board of trustees is also required for Florida Forever projects the department recommends acquiring pursuant to subsections (11) and (22). Review and approval of agreements for acquisitions for Florida Greenways and Trails Program properties pursuant to chapter 260 may be waived by the department in any contract with nonprofit corporations that have agreed to assist the department with this program. If the contribution of the acquiring agency exceeds \$100 million in any one fiscal year, the agreement must ~~shall~~ be submitted to and approved by the Legislative Budget Commission.

(8) Before approval by the board of trustees, or, when applicable, the Department of Environmental Protection, of any agreement to purchase land pursuant to this chapter, chapter 259, chapter 260, or chapter 375, and before negotiations with the parcel owner to purchase any other land, title to which will vest in the board of trustees, an appraisal of the parcel shall be required as follows:

(b) Each parcel to be acquired must ~~shall~~ have at least one appraisal. Two appraisals are required when the estimated value of the parcel exceeds

~~§5~~ \$1 million. However, if both appraisals exceed ~~§5~~ \$1 million and differ significantly, a third appraisal may be obtained. If a parcel is estimated to be worth \$100,000 or less and the director of the Division of State Lands finds that the cost of an outside appraisal is not justified, a comparable sales analysis, an appraisal prepared by the division, or other reasonably prudent procedures may be used by the division to estimate the value of the parcel, provided the public's interest is reasonably protected. The state is not required to appraise the value of lands and appurtenances that are being donated to the state.

(f) Appraisal reports are confidential and exempt from s. 119.07(1), for use by the agency and the board of trustees, until an option contract is executed or, if no option contract is executed, until 2 weeks before a contract or agreement for purchase is considered for approval by the board of trustees. ~~However, the Department of Environmental Protection shall may disclose appraisal reports to private landowners or their representatives during negotiations for acquisitions using alternatives to fee simple techniques, if the department determines that disclosure of such reports will bring the proposed acquisition to closure. However, the private landowner must agree to maintain the confidentiality of the reports or information.~~ The department may also disclose appraisal information to public agencies or nonprofit organizations that agree to maintain the confidentiality of the reports or information when joint acquisition of property is contemplated, or when a public agency or nonprofit organization enters into a written agreement with the department to purchase and hold property for subsequent resale to the board of trustees. In addition, the department may use, as its own, appraisals obtained by a public agency or nonprofit organization, if the appraiser is selected from the department's list of appraisers and the appraisal is reviewed and approved by the department. For purposes of this paragraph, the term "nonprofit organization" means an organization that is exempt from federal income tax under s. 501(c)(3) of the Internal Revenue Code and, for purposes of the acquisition of conservation lands, an organization whose purpose must include the preservation of natural resources. The agency may release an appraisal report when the passage of time has rendered the conclusions of value in the report invalid or when the acquiring agency has terminated negotiations.

(j)1. The board of trustees shall adopt by rule the method for determining the value of parcels sought to be acquired by state agencies pursuant to this section. An offer by a state agency may not exceed the value for that parcel as determined pursuant to the highest approved appraisal or the value determined pursuant to the rules of the board of trustees, whichever value is less.

2. The board of trustees or, when applicable, the Department of Environmental Protection may acquire parcels pursuant to this chapter and chapter 259 for the full value of that parcel as determined pursuant to the highest approved appraisal.

~~3.2.~~ For a joint acquisition by a state agency and a local government or other entity apart from the state, the joint purchase price may not exceed 150 percent of the value for a parcel as determined in accordance with the limits in subparagraph 1. The state agency share of a joint purchase offer may not exceed what the agency may offer singly pursuant to subparagraph 1.

~~4.3.~~ This paragraph does not apply to the acquisition of historically unique or significant property as determined by the Division of Historical Resources of the Department of State.

Notwithstanding this subsection, on behalf of the board of trustees and before the appraisal of parcels approved for purchase under this chapter or chapter 259, the Secretary of Environmental Protection or the director of the Division of State Lands may enter into option contracts to buy such parcels. Any such option contract shall state that the final purchase price is subject to approval by the board of trustees or, if applicable, the Secretary of Environmental Protection, and that the final purchase price may not exceed the maximum offer allowed by law. Any such option contract presented to the board of trustees for final purchase price approval shall explicitly state that payment of the final purchase price is subject to an appropriation from the Legislature. The consideration for such an option may not exceed \$1,000 or 0.01 percent of the estimate by the department of the value of the parcel, whichever amount is greater.

Section 3. Subsections (2) and (7), paragraph (b) of subsection (8), and paragraph (d) of subsection (9) of section 259.032, Florida Statutes, are amended to read:

259.032 Conservation and recreation lands.—

(2) The Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, may expend moneys appropriated by the Legislature to acquire the fee or any lesser interest in lands for any of the following public purposes:

(a) To conserve and protect environmentally unique and irreplaceable lands that contain native, relatively unaltered flora and fauna representing a natural area unique to, or scarce within, a region of this state or a larger geographic area;

(b) To conserve and protect lands within designated areas of critical state concern, if the proposed acquisition relates to the natural resource protection purposes of the designation;

(c) To conserve and protect native species habitat or endangered or threatened species, emphasizing long-term protection for endangered or threatened species designated G-1 or G-2 by the Florida Natural Areas Inventory, and especially those areas that are special locations for breeding and reproduction;

(d) To conserve, protect, manage, or restore important ecosystems, landscapes, and forests, if the protection and conservation of such lands is necessary to enhance or protect significant surface water, groundwater, coastal, recreational, timber, or fish or wildlife resources which cannot otherwise be accomplished through local and state regulatory programs;

(e) To promote water resource development that benefits natural systems and citizens of the state;

(f) To facilitate the restoration and subsequent health and vitality of the Florida Everglades;

(g) To provide areas, including recreational trails, for natural resource-based recreation and other outdoor recreation on any part of any site compatible with conservation purposes;

(h) To preserve significant archaeological or historic sites;

(i) To conserve urban open spaces suitable for greenways or outdoor recreation which are compatible with conservation purposes; or

(j) To preserve agricultural lands under threat of conversion to development through less-than-fee acquisitions; or

(k) To complete critical linkages through fee or less-than-fee acquisitions that will help preserve and protect the green and blue infrastructure and vital habitat for wide-ranging wildlife, such as the Florida panther, within the Florida wildlife corridor as defined in s. 259.1055(4).

(7)(a) All lands managed under this chapter and s. 253.034 must shall be:

1.(a) Managed in a manner that will provide the greatest combination of benefits to the public and to the resources.

2.(b) Managed for public outdoor recreation which is compatible with the conservation and protection of public lands. Such management may include, but not be limited to, the following public recreational uses: fishing, hunting, camping, bicycling, hiking, nature study, swimming, boating, canoeing, horseback riding, diving, model hobbyist activities, birding, sailing, jogging, and other related outdoor activities.

(b)(e) Concurrent with its adoption of the annual list of acquisition projects pursuant to s. 259.035, the board shall adopt a management prospectus for each project. The management prospectus shall delineate:

1. The management goals for the property;
2. The conditions that will affect the intensity of management;
3. An estimate of the revenue-generating potential of the property, if appropriate;

4. A timetable for implementing the various stages of management and for providing access to the public, if applicable;

5. A description of potential multiple-use activities as described in this section and s. 253.034;

6. Provisions for protecting existing infrastructure and for ensuring the security of the project upon acquisition;

7. The anticipated costs of management and projected sources of revenue, including legislative appropriations, to fund management needs; and

8. Recommendations as to how many employees will be needed to manage the property, and recommendations as to whether local governments, volunteer groups, the former landowner, or other interested parties can be involved in the management.

~~(c)(d)~~ Concurrent with the approval of the acquisition contract pursuant to s. 253.025(4) ~~s. 253.025(4)(e)~~ for any interest in lands except those lands acquired pursuant to s. 259.1052, the board shall designate an agency or agencies to manage such lands. The board shall evaluate and amend, as appropriate, the management policy statement for the project as provided by s. 259.035 to ensure that the policy statement is compatible with conservation, recreation, or both. For any fee simple acquisition of a parcel which is or will be leased back for agricultural purposes, or any acquisition of a less than fee interest in land that is or will be used for agricultural purposes, the board shall first consider having a soil and water conservation district, created pursuant to chapter 582, manage and monitor such interests.

~~(d)(e)~~ State agencies designated to manage lands acquired under this chapter or with funds deposited into the Land Acquisition Trust Fund, except those lands acquired under s. 259.1052, may contract with local governments and soil and water conservation districts to assist in management activities, including the responsibility of being the lead land manager. Such land management contracts may include a provision for the transfer of management funding to the local government or soil and water conservation district from the land acquisition trust fund of the lead land managing agency in an amount adequate for the local government or soil and water conservation district to perform its contractual land management responsibilities and proportionate to its responsibilities, and which otherwise would have been expended by the state agency to manage the property.

~~(e)(f)~~ Immediately following the acquisition of any interest in conservation and recreation lands, the department, acting on behalf of the board, may issue to the lead managing entity an interim assignment letter to be effective until the execution of a formal lease.

(8)

(b) Individual management plans required by s. 253.034(5), for parcels over 160 acres, shall be developed with input from an advisory group. Members of this advisory group shall include, at a minimum, representatives of the lead land managing agency, comanaging entities, local private property owners, the appropriate soil and water conservation district, a local conservation organization, and a local elected official. If habitat or potentially restorable habitat for imperiled species is located on state lands, the Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services shall be included on any advisory group required under chapter 253, and the short-term and long-term management goals required under chapter 253 must advance the goals and objectives of imperiled species management without restricting other uses identified in the management plan. The advisory group shall conduct at least one public hearing within the county in which the parcel or project is located. For those parcels or projects that are within more than one county, at least one areawide public hearing shall be acceptable and the lead managing agency shall invite a local elected official from each county. The areawide public hearing shall be held in the county in which the core parcels are located. Notice of such public hearing shall be posted on the parcel or project designated for management, advertised in a paper of general circulation, and announced at a scheduled meeting of the local governing body before the actual public hearing. The management prospectus required pursuant to paragraph (7)(b) ~~(7)(e)~~ shall be available to the public for a period of 30 days before the public hearing.

By July 1 of each year, each governmental agency and each private entity designated to manage lands shall report to the Secretary of Environmental Protection on the progress of funding, staffing, and resource management of every project for which the agency or entity is responsible.

(9)

(d) Up to one-fifth of the funds appropriated for the purposes identified in paragraph (b) shall be reserved by the board for interim management of acquisitions and for associated contractual services, to ensure the conservation and protection of natural resources on project sites and to allow limited public recreational use of lands. Interim management activities may include, but not be limited to, resource assessments, control of invasive, nonnative species, habitat restoration, fencing, law enforcement, controlled burning, and public access consistent with preliminary determinations made pursuant to paragraph (7)(e) ~~(7)(f)~~. The board shall make these interim funds available immediately upon purchase.

Section 4. Paragraphs (i), (l), and (m) of subsection (3), paragraph (a) of subsection (5), and paragraph (i) of subsection (15) of section 259.105, Florida Statutes, are amended, and paragraphs (g) and (h) are added to subsection (10) of that section, to read:

259.105 The Florida Forever Act.—

(3) Less the costs of issuing and the costs of funding reserve accounts and other costs associated with bonds, the proceeds of cash payments or bonds issued pursuant to this section shall be deposited into the Florida Forever Trust Fund created by s. 259.1051. The proceeds shall be distributed by the Department of Environmental Protection in the following manner:

(i) Three and five-tenths percent to the Department of Agriculture and Consumer Services for the acquisition of agricultural lands, through perpetual conservation easements and other perpetual less than fee techniques, which will achieve the objectives of Florida Forever and s. 570.71. Rules concerning the application, acquisition, and priority ranking process for such easements shall be developed pursuant to s. 570.71(10) and as provided by this paragraph. The board shall ensure that such rules are consistent with the acquisition process provided for in s. 570.715. The rules developed pursuant to s. 570.71(10), shall also provide for the following:

1. An annual priority list shall be developed pursuant to s. 570.71(10), submitted to the council for review, and approved by the board pursuant to s. 259.04. By March 1, 2024, the Department of Agriculture and Consumer Services shall submit an updated priority list to the council. Any acquisitions for which funds have been obligated before July 1, 2023, to pay for an appraisal may not be impacted by the updated priority list.

2. Terms of easements and acquisitions proposed pursuant to this paragraph shall be approved by the board and may not be delegated by the board to any other entity receiving funds under this section.

3. All acquisitions pursuant to this paragraph shall contain a clear statement that they are subject to legislative appropriation.

Funds provided under this paragraph may not be expended until final adoption of rules by the board pursuant to s. 570.71.

(l) For the purposes of paragraphs (e), (f), (g), and (h), the agencies that receive the funds shall develop their individual acquisition or restoration lists in accordance with specific criteria and numeric performance measures developed pursuant to s. 259.035(4). Proposed additions may be acquired if they are identified within the original project boundary, the management plan required pursuant to s. 253.034(5), or the management prospectus required pursuant to ~~s. 259.032(7)(b)~~ ~~s. 259.032(7)(c)~~. Proposed additions not meeting the requirements of this paragraph shall be submitted to the council for approval. The council may only approve the proposed addition if it meets two or more of the following criteria: serves as a link or corridor to other publicly owned property; enhances the protection or management of the property; would add a desirable resource to the property; would create a more manageable boundary configuration; has a high resource value that otherwise would be unprotected; or can be acquired at less than fair market value.

~~(m) Notwithstanding paragraphs (a)-(j) and for the 2021-2022 fiscal year, the amount of \$1,998,100 to only the Department of Environmental Protection for grants pursuant to s. 375.075. This paragraph expires July 1, 2022.~~

(5)(a) All lands acquired pursuant to this section shall be managed for multiple-use purposes, where compatible with the resource values of and management objectives for such lands. As used in this section, “multiple-use” includes, but is not limited to, outdoor recreational activities as described in ss. 253.034 and 259.032(7)(a)2. 259.032(7)(b), water resource development projects, sustainable forestry management, carbon sequestration, carbon mitigation, or carbon offsets.

(10) The council shall give increased priority to:

(g) Projects in imminent danger of development, loss of significant natural attributes or recreational open space, or subdivision, which would result in multiple ownership and make acquisition of the project costly or less likely to be accomplished.

(h) Projects located within the Florida wildlife corridor as defined in s. 259.1055(4).

(15) The council shall submit to the board, with its list of projects, a report that includes, but need not be limited to, the following information for each project listed:

(i) A management policy statement for the project and a management prospectus pursuant to s. 259.032(7)(b) ~~s. 259.032(7)(e)~~.

Section 5. Section 373.469, Florida Statutes, is created to read:

373.469 Indian River Lagoon Protection Program.—

(1) FINDINGS AND INTENT.—

(a) The Legislature finds that:

1. The Indian River Lagoon is a critical water resource of this state which provides many economic, natural habitat, and biodiversity functions that benefit the public interest, including fishing, navigation, recreation, and habitat to endangered and threatened species and other flora and fauna.

2. Among other causes, land use changes, onsite sewage treatment and disposal systems, aging infrastructure, stormwater runoff, agriculture, and residential fertilizer have resulted in excess nutrients entering the Indian River Lagoon and adversely impacting the lagoon’s water quality.

3. Improvement to the hydrology, water quality, and associated aquatic habitats within the Indian River Lagoon is essential to the protection of the resource.



4. It is imperative for the state, local governments, and agricultural and environmental communities to commit to restoring and protecting the surface water resources of the Indian River Lagoon, and a holistic approach to address these issues must be developed and implemented immediately.

5. The expeditious implementation of the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan are necessary to improve the quality of water in the Indian River Lagoon ecosystem and to provide a reasonable means of achieving the total maximum daily load requirements and achieving and maintaining compliance with state water quality standards.

6. The implementation of the programs contained in this section will benefit the public health, safety, and welfare and is in the public interest.

(b) The Legislature intends for this state to protect and restore surface water resources and achieve and maintain compliance with water quality standards in the Indian River Lagoon through the phased, comprehensive, and innovative protection program set forth in this section, including long-term solutions based upon the total maximum daily loads established in accordance with s. 403.067. This program is watershed-based, provides for the consideration of all water quality issues needed to meet the total maximum daily load, and includes research and monitoring, development and implementation of best management practices, refinement of existing regulations, and structural and nonstructural projects, including public works.

(2) DEFINITIONS.—As used in this section, the term:

(a) “Best management practice” means a practice or combination of practices determined by the coordinating agencies, based on research, field-testing, and expert review, to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality in agricultural and urban discharges. Best management practices for agricultural discharges must reflect a balance between water quality improvements and agricultural productivity.

(b) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from onsite sewage tank or tanks and drainfield.

(c) “Total maximum daily load” means the sum of the individual wasteload allocations for point sources and the load allocations for nonpoint sources and natural background adopted pursuant to s. 403.067. Before determining individual wasteload allocations and load allocations, the

maximum amount of a pollutant that a waterbody or water segment can assimilate from all sources without exceeding water quality standards must first be calculated.

(3) THE INDIAN RIVER LAGOON PROTECTION PROGRAM.—The Indian River Lagoon Protection Program consists of the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan, and such plans are the components of the Indian River Lagoon Protection Program which achieve phosphorous and nitrogen load reductions for the Indian River Lagoon.

(a) Evaluation.—Every 5 years, the department shall evaluate and update the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, and North Indian River Lagoon Basin Management Action Plan and identify any further load reductions necessary to achieve compliance with the relevant total maximum daily loads established pursuant to s. 403.067. As provided in s. 403.067(7)(a)6., such plans must include 5-year milestones for implementation and water quality improvement and a water quality monitoring component sufficient to evaluate whether reasonable progress in pollutant load reductions is being achieved over time.

(b) Water quality standards and total maximum daily loads.—The department, in coordination with the Department of Agriculture and Consumer Services, the St. Johns River Water Management District, South Florida Water Management District, local governments, the Indian River Lagoon National Estuary Program, and other stakeholders, shall identify and prioritize strategies and projects necessary to achieve water quality standards within the Indian River Lagoon watershed and meet the total maximum daily loads. Projects identified from this evaluation must be incorporated into the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan, as appropriate.

(c) Indian River Lagoon Watershed Research and Water Quality Monitoring Program.—The department, in coordination with the St. Johns River Water Management District, the South Florida Water Management District, and the Indian River Lagoon National Estuary Program, shall implement the Indian River Lagoon Watershed Research and Water Quality Monitoring Program to establish a comprehensive water quality monitoring network throughout the Indian River Lagoon and fund research pertaining to water quality, ecosystem restoration, and seagrass impacts and restoration. The department shall use the results from the program to prioritize projects and to make modifications to the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan, as appropriate.

(d) Onsite sewage treatment and disposal systems.—

1. Beginning on January 1, 2024, unless previously permitted, the installation of new onsite sewage treatment and disposal systems is prohibited within the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan areas where a publicly owned or investor-owned sewerage system is available as defined in s. 381.0065(2)(a). Where central sewerage is not available, only enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction are authorized.

2. By July 1, 2030, any commercial or residential property with an existing onsite sewage treatment and disposal system located within the Banana River Lagoon Basin Management Action Plan, Central Indian River Lagoon Basin Management Action Plan, North Indian River Lagoon Basin Management Action Plan, and Mosquito Lagoon Reasonable Assurance Plan areas must connect to central sewer if available or upgrade to an enhanced nutrient-reducing onsite sewage treatment and disposal system or other wastewater treatment system that achieves at least 65 percent nitrogen reduction.

(4) RELATIONSHIP TO STATE WATER QUALITY STANDARDS.—This section may not be construed to modify any existing state water quality standard or to modify s. 403.067(6) and (7)(a).

(5) PRESERVATION OF AUTHORITY.—This section may not be construed to restrict the authority otherwise granted to agencies pursuant to this chapter and chapter 403, and this section is supplemental to the authority granted to agencies pursuant to this chapter and chapter 403.

(6) RULES.—The department and governing boards of the St. Johns River Water Management District and South Florida Water Management District may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section.

Section 6. Subsection (1) of section 373.501, Florida Statutes, is amended to read:

373.501 Appropriation of funds to water management districts.—

(1) The department shall transfer ~~may allocate~~ to the water management districts, ~~from funds appropriated to the districts through the department in~~; such sums as ~~may be~~ deemed necessary to defray the costs of the administrative, regulatory, and other operational activities of the districts. The governing boards shall submit annual budget requests for such purposes to the department, and the department shall consider such budgets in preparing its budget request for the Legislature. The districts shall annually report to the department on the use of the funds.

Section 7. Present subsections (2) through (8) of section 373.802, Florida Statutes, are redesignated as subsections (3) through (9), respectively, and a new subsection (2) is added to that section, to read:

373.802 Definitions.—As used in this part, the term:

(2) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from the onsite sewage tank or tanks and drainfield.

Section 8. Subsections (2) and (3) of section 373.807, Florida Statutes, are amended to read:

373.807 Protection of water quality in Outstanding Florida Springs.—By July 1, 2016, the department shall initiate assessment, pursuant to s. 403.067(3), of Outstanding Florida Springs or spring systems for which an impairment determination has not been made under the numeric nutrient standards in effect for spring vents. Assessments must be completed by July 1, 2018.

(2) By July 1, 2017, each local government, as defined in ~~s. 373.802(3)~~ ~~s. 373.802(2)~~, that has not adopted an ordinance pursuant to s. 403.9337, shall develop, enact, and implement an ordinance pursuant to that section. It is the intent of the Legislature that ordinances required to be adopted under this subsection reflect the latest scientific information, advancements, and technological improvements in the industry.

(3) As part of a basin management action plan that includes an Outstanding Florida Spring, the department, relevant local governments, and relevant local public and private wastewater utilities shall develop an onsite sewage treatment and disposal system remediation plan for a spring if the department determines onsite sewage treatment and disposal systems within a basin management action plan priority focus area contribute at least 20 percent of nonpoint source nitrogen pollution or if the department determines remediation is necessary to achieve the total maximum daily load. The plan must ~~shall~~ identify cost-effective and financially feasible projects necessary to reduce the nutrient impacts from onsite sewage treatment and disposal systems and shall be completed and adopted as part of the basin management action plan no later than the first 5-year milestone required by subparagraph (1)(b)8. The department is the lead agency in coordinating the preparation of and the adoption of the plan. The department shall:

(a) Collect and evaluate credible scientific information on the effect of nutrients, particularly forms of nitrogen, on springs and springs systems; and

(b) Develop a public education plan to provide area residents with reliable, understandable information about onsite sewage treatment and disposal systems and springs.

In addition to the requirements in s. 403.067, the plan ~~must~~ shall include options for repair, upgrade, replacement, drainfield modification, addition of effective nitrogen reducing features, connection to a central sewerage system, or other action for an onsite sewage treatment and disposal system or group of systems within a basin management action plan priority focus area that contribute at least 20 percent of nonpoint source nitrogen pollution or if the department determines remediation is necessary to achieve a total maximum daily load. For these systems, the department shall include in the plan a priority ranking for each system or group of systems that requires remediation and shall award funds to implement the remediation projects contingent on an appropriation in the General Appropriations Act, which may include all or part of the costs necessary for repair, upgrade, replacement, drainfield modification, addition of effective nitrogen reducing features, initial connection to a central sewerage system, or other action. In awarding funds, the department may consider expected nutrient reduction benefit per unit cost, size and scope of project, relative local financial contribution to the project, and the financial impact on property owners and the community. The department may waive matching funding requirements for proposed projects within an area designated as a rural area of opportunity under s. 288.0656.

Section 9. Section 373.811, Florida Statutes, is amended to read:

373.811 Prohibited activities within a basin management action plan priority focus area.—The following activities are prohibited within a basin management action plan priority focus area in effect for an Outstanding Florida Spring:

(1) New domestic wastewater disposal facilities, including rapid infiltration basins, with permitted capacities of 100,000 gallons per day or more, except for those facilities that meet an advanced wastewater treatment standard of no more than 3 mg/l total nitrogen, expressed as N, on an annual permitted basis, or a more stringent treatment standard if the department determines the more stringent standard is necessary to attain a total maximum daily load for the Outstanding Florida Spring.

(2) New onsite sewage treatment and disposal systems where connection to a publicly owned or investor-owned sewerage system is available as defined in s. 381.0065(2)(a). On lots of 1 acre or less, if a publicly owned or investor-owned sewerage system is not available, only the installation of enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction are authorized on lots of less than 1 acre, if the addition of the specific systems conflicts with an onsite treatment and disposal system remediation plan incorporated into a basin management action plan in accordance with s. 373.807(3).

(3) New facilities for the disposal of hazardous waste.

(4) The land application of Class A or Class B domestic wastewater biosolids not in accordance with a department approved nutrient management plan establishing the rate at which all biosolids, soil amendments, and sources of nutrients at the land application site can be applied to the land for crop production while minimizing the amount of pollutants and nutrients discharged to groundwater or waters of the state.

(5) New agriculture operations that do not implement best management practices, measures necessary to achieve pollution reduction levels established by the department, or groundwater monitoring plans approved by a water management district or the department.

Section 10. Subsection (3) of section 375.041, Florida Statutes, is amended to read:

375.041 Land Acquisition Trust Fund.—

(3) Funds distributed into the Land Acquisition Trust Fund pursuant to s. 201.15 shall be applied:

(a) First, to pay debt service or to fund debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued under s. 215.618; and pay debt service, provide reserves, and pay rebate obligations and other amounts due with respect to Everglades restoration bonds issued under s. 215.619; and

(b) Of the funds remaining after the payments required under paragraph (a), but before funds may be appropriated, pledged, or dedicated for other uses:

1. A minimum of the lesser of 25 percent or \$200 million shall be appropriated annually for Everglades projects that implement the Comprehensive Everglades Restoration Plan as set forth in s. 373.470, including the Central Everglades Planning Project subject to congressional authorization; the Long-Term Plan as defined in s. 373.4592(2); and the Northern Everglades and Estuaries Protection Program as set forth in s. 373.4595. From these funds, \$32 million shall be distributed each fiscal year through the 2023-2024 fiscal year to the South Florida Water Management District for the Long-Term Plan as defined in s. 373.4592(2). After deducting the \$32 million distributed under this subparagraph, from the funds remaining, a minimum of the lesser of 76.5 percent or \$100 million shall be appropriated each fiscal year through the 2025-2026 fiscal year for the planning, design, engineering, and construction of the Comprehensive Everglades Restoration Plan as set forth in s. 373.470, including the Central Everglades Planning Project, the Everglades Agricultural Area Storage Reservoir Project, the Lake Okeechobee Watershed Project, the C-43 West Basin Storage Reservoir Project, the Indian River Lagoon-South Project, the Western Everglades Restoration Project, and the Picayune Strand Restoration Project. The

Department of Environmental Protection and the South Florida Water Management District shall give preference to those Everglades restoration projects that reduce harmful discharges of water from Lake Okeechobee to the St. Lucie or Caloosahatchee estuaries in a timely manner. For the purpose of performing the calculation provided in this subparagraph, the amount of debt service paid pursuant to paragraph (a) for bonds issued after July 1, 2016, for the purposes set forth under this paragraph shall be added to the amount remaining after the payments required under paragraph (a). The amount of the distribution calculated shall then be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth under this subparagraph.

2. A minimum of the lesser of 7.6 percent or \$50 million shall be appropriated annually for spring restoration, protection, and management projects. For the purpose of performing the calculation provided in this subparagraph, the amount of debt service paid pursuant to paragraph (a) for bonds issued after July 1, 2016, for the purposes set forth under this paragraph shall be added to the amount remaining after the payments required under paragraph (a). The amount of the distribution calculated shall then be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth under this subparagraph.

3. The sum of \$5 million shall be appropriated annually each fiscal year through the 2025-2026 fiscal year to the St. Johns River Water Management District for projects dedicated to the restoration of Lake Apopka. This distribution shall be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2016, for the purposes set forth in this subparagraph.

4. The sum of \$64 million is appropriated and shall be transferred to the Everglades Trust Fund for the 2018-2019 fiscal year, and each fiscal year thereafter, for the EAA reservoir project pursuant to s. 373.4598. Any funds remaining in any fiscal year shall be made available only for Phase II of the C-51 reservoir project or projects identified in subparagraph 1. and must be used in accordance with laws relating to such projects. Any funds made available for such purposes in a fiscal year are in addition to the amount appropriated under subparagraph 1. This distribution shall be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2017, for the purposes set forth in this subparagraph.

5. The sum of \$50 million shall be appropriated annually to the South Florida Water Management District for the Lake Okeechobee Watershed Restoration Project in accordance with s. 373.4599. This distribution must be reduced by an amount equal to the debt service paid pursuant to paragraph (a) on bonds issued after July 1, 2021, for the purposes set forth in this subparagraph.

6. The sum of \$100 million shall be appropriated annually to the Department of Environmental Protection for the acquisition of land

~~pursuant to s. 259.105 Notwithstanding subparagraph 3., for the 2022-2023 fiscal year, funds shall be appropriated as provided in the General Appropriations Act. This subparagraph expires July 1, 2023.~~

Section 11. Present paragraphs (f) through (r) of subsection (2) of section 381.0065, Florida Statutes, are redesignated as paragraphs (g) through (s), respectively, a new paragraph (f) is added to that subsection, and paragraph (n) of subsection (4) of that section is amended, to read:

381.0065 Onsite sewage treatment and disposal systems; regulation.—

(2) DEFINITIONS.—As used in ss. 381.0065-381.0067, the term:

(f) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from the onsite sewage tank or tanks and drainfield.

(4) PERMITS; INSTALLATION; CONDITIONS.—A person may not construct, repair, modify, abandon, or operate an onsite sewage treatment and disposal system without first obtaining a permit approved by the department. The department may issue permits to carry out this section, except that the issuance of a permit for work seaward of the coastal construction control line established under s. 161.053 shall be contingent upon receipt of any required coastal construction control line permit from the department. A construction permit is valid for 18 months after the date of issuance and may be extended by the department for one 90-day period under rules adopted by the department. A repair permit is valid for 90 days after the date of issuance. An operating permit must be obtained before the use of any aerobic treatment unit or if the establishment generates commercial waste. Buildings or establishments that use an aerobic treatment unit or generate commercial waste shall be inspected by the department at least annually to assure compliance with the terms of the operating permit. The operating permit for a commercial wastewater system is valid for 1 year after the date of issuance and must be renewed annually. The operating permit for an aerobic treatment unit is valid for 2 years after the date of issuance and must be renewed every 2 years. If all information pertaining to the siting, location, and installation conditions or repair of an onsite sewage treatment and disposal system remains the same, a construction or repair permit for the onsite sewage treatment and disposal system may be transferred to another person, if the transferee files, within 60 days after the transfer of ownership, an amended application providing all corrected information and proof of ownership of the property. A fee is not associated with the processing of this supplemental information. A person may not contract to construct, modify, alter, repair, service, abandon, or maintain any portion of an onsite sewage treatment and disposal system without being registered under part III of chapter 489. A property owner who personally performs construction, maintenance, or repairs to a system



servicing his or her own owner-occupied single-family residence is exempt from registration requirements for performing such construction, maintenance, or repairs on that residence, but is subject to all permitting requirements. A municipality or political subdivision of the state may not issue a building or plumbing permit for any building that requires the use of an onsite sewage treatment and disposal system unless the owner or builder has received a construction permit for such system from the department. A building or structure may not be occupied and a municipality, political subdivision, or any state or federal agency may not authorize occupancy until the department approves the final installation of the onsite sewage treatment and disposal system. A municipality or political subdivision of the state may not approve any change in occupancy or tenancy of a building that uses an onsite sewage treatment and disposal system until the department has reviewed the use of the system with the proposed change, approved the change, and amended the operating permit.

(n) Evaluations for determining the seasonal high-water table elevations or the suitability of soils for the use of a new onsite sewage treatment and disposal system shall be performed by department personnel, professional engineers registered in the state, or such other persons with expertise, as defined by rule, in making such evaluations. Evaluations for determining mean annual flood lines shall be performed by those persons identified in paragraph (2)(1) ~~(2)(k)~~. The department shall accept evaluations submitted by professional engineers and such other persons as meet the expertise established by this section or by rule unless the department has a reasonable scientific basis for questioning the accuracy or completeness of the evaluation.

Section 12. Subsection (3) is added to section 381.00655, Florida Statutes, to read:

381.00655 Connection of existing onsite sewage treatment and disposal systems to central sewerage system; requirements.—

(3) Local governmental agencies, as defined in s. 403.1835(2), that receive grants or loans from the department to offset the cost of connecting onsite sewage treatment and disposal systems to publicly owned or investor-owned sewerage systems are encouraged to do all of the following while such funds remain available:

(a) Identify the owners of onsite sewage treatment and disposal systems within the jurisdiction of the respective local governmental agency who are eligible to apply for the grant or loan funds and notify such owners of the funding availability.

(b) Maintain a publicly available website with information relating to the availability of the grant or loan funds, including the amount of funds available and information on how the owner of an onsite sewage treatment and disposal system may apply for such funds.

Section 13. Section 403.031, Florida Statutes, is reordered and amended to read:

403.031 Definitions.—In construing this chapter, or rules and regulations adopted pursuant hereto, the following words, phrases, or terms, unless the context otherwise indicates, have the following meanings:

(1) “Contaminant” is any substance which is harmful to plant, animal, or human life.

(2) “Department” means the Department of Environmental Protection.

(3) “Effluent limitations” means any restriction established by the department on quantities, rates, or concentrations of chemical, physical, biological, or other constituents which are discharged from sources into waters of the state.

(5) “Enhanced nutrient-reducing onsite sewage treatment and disposal system” means an onsite sewage treatment and disposal system approved by the department as capable of meeting or exceeding a 50 percent total nitrogen reduction before disposal of wastewater in the drainfield, or at least 65 percent total nitrogen reduction combined from the onsite sewage tank or tanks and drainfield.

(6)(4) “Installation” means is any structure, equipment, or facility, or appurtenances thereto, or operation which may emit air or water contaminants in quantities prohibited by rules of the department.

(7) “Nutrient or nutrient-related standards” means water quality standards and criteria established for total nitrogen and total phosphorous, or their organic or inorganic forms; biological variables, such as chlorophyll-a, biomass, or the structure of the phytoplankton, periphyton, or vascular plant community, that respond to a nutrient load or concentration in a predictable and measurable manner; or dissolved oxygen if it is demonstrated for the waterbody that dissolved oxygen conditions result in a biological imbalance and the dissolved oxygen responds to a nutrient load or concentration in a predictable and measurable manner.

(8) “Onsite sewage treatment and disposal system” means a system that contains a standard subsurface, filled, or mound drainfield system; an aerobic treatment unit; a graywater system tank; a laundry wastewater system tank; a septic tank; a grease interceptor; a pump tank; a solids or effluent pump; a waterless, incinerating, or organic waste-composting toilet; or a sanitary pit privy that is installed or proposed to be installed beyond the building sewer on land of the owner or on other land to which the owner has the legal right to install a system. The term includes any item placed within, or intended to be used as a part of or in conjunction with, the system. The term does not include package sewage treatment facilities and other treatment works regulated under chapter 403.

(9)(5) “Person” means the state or any agency or institution thereof, the United States or any agency or institution thereof, or any municipality, political subdivision, public or private corporation, individual, partnership, association, or other entity and includes any officer or governing or managing body of the state, the United States, any agency, any municipality, political subdivision, or public or private corporation.

(10)(6) “Plant” is any unit operation, complex, area, or multiple of unit operations that produce, process, or cause to be processed any materials, the processing of which can, or may, cause air or water pollution.

(11)(7) “Pollution” is the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or manmade or human-induced impairment of air or waters or alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation unless authorized by applicable law.

(12)(8) “Pollution prevention” means the steps taken by a potential generator of contamination or pollution to eliminate or reduce the contamination or pollution before it is discharged into the environment. The term includes nonmandatory steps taken to use alternative forms of energy, conserve or reduce the use of energy, substitute nontoxic materials for toxic materials, conserve or reduce the use of toxic materials and raw materials, reformulate products, modify manufacturing or other processes, improve in-plant maintenance and operations, implement environmental planning before expanding a facility, and recycle toxic or other raw materials.

(14)(9) “Sewerage system” means pipelines or conduits, pumping stations, and force mains and all other structures, devices, appurtenances, and facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal.

(15)(10) “Source” means is any and all points of origin of a contaminant ~~the item defined in subsection (1)~~, whether privately or publicly owned or operated.

(21)(11) “Treatment works” and “disposal systems” mean any plant or other works used for the purpose of treating, stabilizing, or holding wastes.

(22)(12) “Wastes” means sewage, industrial wastes, and all other liquid, gaseous, solid, radioactive, or other substances which may pollute or tend to pollute any waters of the state.

(23)(13) “Waters” include, but are not limited to, rivers, lakes, streams, springs, impoundments, wetlands, and all other waters or bodies of water, including fresh, brackish, saline, tidal, surface, or underground waters.

Waters owned entirely by one person other than the state are included only in regard to possible discharge on other property or water. Underground waters include, but are not limited to, all underground waters passing through pores of rock or soils or flowing through in channels, whether manmade or natural. Solely for purposes of s. 403.0885, waters of the state also include navigable waters or waters of the contiguous zone as used in s. 502 of the Clean Water Act, as amended, 33 U.S.C. ss. 1251 et seq., as in existence on January 1, 1993, except for those navigable waters seaward of the boundaries of the state set forth in s. 1, Art. II of the State Constitution. Solely for purposes of this chapter, waters of the state also include the area bounded by the following:

(a) Commence at the intersection of State Road (SRD) 5 (U.S. 1) and the county line dividing Miami-Dade and Monroe Counties, said point also being the mean high-water line of Florida Bay, located in section 4, township 60 south, range 39 east of the Tallahassee Meridian for the point of beginning. From said point of beginning, thence run northwesterly along said SRD 5 to an intersection with the north line of section 18, township 58 south, range 39 east; thence run westerly to a point marking the southeast corner of section 12, township 58 south, range 37 east, said point also lying on the east boundary of the Everglades National Park; thence run north along the east boundary of the aforementioned Everglades National Park to a point marking the northeast corner of section 1, township 58 south, range 37 east; thence run west along said park to a point marking the northwest corner of said section 1; thence run northerly along said park to a point marking the northwest corner of section 24, township 57 south, range 37 east; thence run westerly along the south lines of sections 14, 15, and 16 to the southwest corner of section 16; thence leaving the Everglades National Park boundary run northerly along the west line of section 16 to the northwest corner of section 16; thence east along the northerly line of section 16 to a point at the intersection of the east one-half and west one-half of section 9; thence northerly along the line separating the east one-half and the west one-half of sections 9, 4, 33, and 28; thence run easterly along the north line of section 28 to the northeast corner of section 28; thence run northerly along the west line of section 22 to the northwest corner of section 22; thence easterly along the north line of section 22 to a point at the intersection of the east one-half and west one-half of section 15; thence run northerly along said line to the point of intersection with the north line of section 15; thence easterly along the north line of section 15 to the northeast corner of section 15; thence run northerly along the west lines of sections 11 and 2 to the northwest corner of section 2; thence run easterly along the north lines of sections 2 and 1 to the northeast corner of section 1, township 56 south, range 37 east; thence run north along the east line of section 36, township 55 south, range 37 east to the northeast corner of section 36; thence run west along the north line of section 36 to the northwest corner of section 36; thence run north along the west line of section 25 to the northwest corner of section 25; thence run west along the north line of section 26 to the northwest corner of section 26; thence run north along the west line of section 23 to the northwest corner of section 23; thence run easterly along

the north line of section 23 to the northeast corner of section 23; thence run north along the west line of section 13 to the northwest corner of section 13; thence run east along the north line of section 13 to a point of intersection with the west line of the southeast one-quarter of section 12; thence run north along the west line of the southeast one-quarter of section 12 to the northwest corner of the southeast one-quarter of section 12; thence run east along the north line of the southeast one-quarter of section 12 to the point of intersection with the east line of section 12; thence run east along the south line of the northwest one-quarter of section 7 to the southeast corner of the northwest one-quarter of section 7; thence run north along the east line of the northwest one-quarter of section 7 to the point of intersection with the north line of section 7; thence run northerly along the west line of the southeast one-quarter of section 6 to the northwest corner of the southeast one-quarter of section 6; thence run east along the north lines of the southeast one-quarter of section 6 and the southwest one-quarter of section 5 to the northeast corner of the southwest one-quarter of section 5; thence run northerly along the east line of the northwest one-quarter of section 5 to the point of intersection with the north line of section 5; thence run northerly along the line dividing the east one-half and the west one-half of Lot 5 to a point intersecting the north line of Lot 5; thence run east along the north line of Lot 5 to the northeast corner of Lot 5, township 54 ½ south, range 38 east; thence run north along the west line of section 33, township 54 south, range 38 east to a point intersecting the northwest corner of the southwest one-quarter of section 33; thence run easterly along the north line of the southwest one-quarter of section 33 to the northeast corner of the southwest one-quarter of section 33; thence run north along the west line of the northeast one-quarter of section 33 to a point intersecting the north line of section 33; thence run easterly along the north line of section 33 to the northeast corner of section 33; thence run northerly along the west line of section 27 to a point intersecting the northwest corner of the southwest one-quarter of section 27; thence run easterly to the northeast corner of the southwest one-quarter of section 27; thence run northerly along the west line of the northeast one-quarter of section 27 to a point intersecting the north line of section 27; thence run west along the north line of section 27 to the northwest corner of section 27; thence run north along the west lines of sections 22 and 15 to the northwest corner of section 15; thence run easterly along the north lines of sections 15 and 14 to the point of intersection with the L-31N Levee, said intersection located near the southeast corner of section 11, township 54 south, range 38 east; thence run northerly along Levee L-31N crossing SRD 90 (U.S. 41 Tamiami Trail) to an intersection common to Levees L-31N, L-29, and L-30, said intersection located near the southeast corner of section 2, township 54 south, range 38 east; thence run northeasterly, northerly, and northeasterly along Levee L-30 to a point of intersection with the Miami-Dade/Broward Levee, said intersection located near the northeast corner of section 17, township 52 south, range 39 east; thence run due east to a point of intersection with SRD 27 (Krome Ave.); thence run northeasterly along SRD 27 to an intersection with SRD 25 (U.S. 27), said intersection located in section 3, township 52 south, range 39 east; thence run northerly along said SRD 25, entering into Broward County, to

an intersection with SRD 84 at Andytown; thence run southeasterly along the aforementioned SRD 84 to an intersection with the southwesterly prolongation of Levee L-35A, said intersection being located in the northeast one-quarter of section 5, township 50 south, range 40 east; thence run northeasterly along Levee L-35A to an intersection of Levee L-36, said intersection located near the southeast corner of section 12, township 49 south, range 40 east; thence run northerly along Levee L-36, entering into Palm Beach County, to an intersection common to said Levees L-36, L-39, and L-40, said intersection located near the west quarter corner of section 19, township 47 south, range 41 east; thence run northeasterly, easterly, and northerly along Levee L-40, said Levee L-40 being the easterly boundary of the Loxahatchee National Wildlife Refuge, to an intersection with SRD 80 (U.S. 441), said intersection located near the southeast corner of section 32, township 43 south, range 40 east; thence run westerly along the aforementioned SRD 80 to a point marking the intersection of said road and the northeasterly prolongation of Levee L-7, said Levee L-7 being the westerly boundary of the Loxahatchee National Wildlife Refuge; thence run southwesterly and southerly along said Levee L-7 to an intersection common to Levees L-7, L-15 (Hillsborough Canal), and L-6; thence run southwesterly along Levee L-6 to an intersection common to Levee L-6, SRD 25 (U.S. 27), and Levee L-5, said intersection being located near the northwest corner of section 27, township 47 south, range 38 east; thence run westerly along the aforementioned Levee L-5 to a point intersecting the east line of range 36 east; thence run northerly along said range line to a point marking the northeast corner of section 1, township 47 south, range 36 east; thence run westerly along the north line of township 47 south, to an intersection with Levee L-23/24 (Miami Canal); thence run northwesterly along the Miami Canal Levee to a point intersecting the north line of section 22, township 46 south, range 35 east; thence run westerly to a point marking the northwest corner of section 21, township 46 south, range 35 east; thence run southerly to the southwest corner of said section 21; thence run westerly to a point marking the northwest corner of section 30, township 46 south, range 35 east, said point also being on the line dividing Palm Beach and Hendry Counties; from said point, thence run southerly along said county line to a point marking the intersection of Broward, Hendry, and Collier Counties, said point also being the northeast corner of section 1, township 49 south, range 34 east; thence run westerly along the line dividing Hendry and Collier Counties and continuing along the prolongation thereof to a point marking the southwest corner of section 36, township 48 south, range 29 east; thence run southerly to a point marking the southwest corner of section 12, township 49 south, range 29 east; thence run westerly to a point marking the southwest corner of section 10, township 49 south, range 29 east; thence run southerly to a point marking the southwest corner of section 15, township 49 south, range 29 east; thence run westerly to a point marking the northwest corner of section 24, township 49 south, range 28 east, said point lying on the west boundary of the Big Cypress Area of Critical State Concern as described in rule 28-25.001, Florida Administrative Code; thence run southerly along said boundary crossing SRD 84 (Alligator Alley) to a point marking the southwest corner of section 24, township 50 south, range 28

east; thence leaving the aforementioned west boundary of the Big Cypress Area of Critical State Concern run easterly to a point marking the northeast corner of section 25, township 50 south, range 28 east; thence run southerly along the east line of range 28 east to a point lying approximately 0.15 miles south of the northeast corner of section 1, township 52 south, range 28 east; thence run southwesterly 2.4 miles more or less to an intersection with SRD 90 (U.S. 41 Tamiami Trail), said intersection lying 1.1 miles more or less west of the east line of range 28 east; thence run northwesterly and westerly along SRD 90 to an intersection with the west line of section 10, township 52 south, range 28 east; thence leaving SRD 90 run southerly to a point marking the southwest corner of section 15, township 52 south, range 28 east; thence run westerly crossing the Faka Union Canal 0.6 miles more or less to a point; thence run southerly and parallel to the Faka Union Canal to a point located on the mean high-water line of Faka Union Bay; thence run southeasterly along the mean high-water line of the various bays, rivers, inlets, and streams to the point of beginning.

(b) The area bounded by the line described in paragraph (a) generally includes those waters to be known as waters of the state. The landward extent of these waters shall be determined by the delineation methodology ratified in s. 373.4211. Any waters which are outside the general boundary line described in paragraph (a) but which are contiguous thereto by virtue of the presence of a wetland, watercourse, or other surface water, as determined by the delineation methodology ratified in s. 373.4211, shall be a part of this waterbody ~~water body~~. Any areas within the line described in paragraph (a) which are neither a wetland nor surface water, as determined by the delineation methodology ratified in s. 373.4211, shall be excluded therefrom. If the Florida Environmental Regulation Commission designates the waters within the boundaries an Outstanding Florida Water, waters outside the boundaries may ~~shall~~ not be included as part of such designation unless a hearing is held pursuant to notice in each appropriate county and the boundaries of such lands are specifically considered and described for such designation.

~~(16)~~(14) “State water resource implementation rule” means the rule authorized by s. 373.036, which sets forth goals, objectives, and guidance for the development and review of programs, rules, and plans relating to water resources, based on statutory policies and directives. The waters of the state are among its most basic resources. Such waters should be managed to conserve and protect water resources and to realize the full beneficial use of these resources.

~~(17)~~(15) “Stormwater management program” means the institutional strategy for stormwater management, including urban, agricultural, and other stormwater.

~~(18)~~(16) “Stormwater management system” means a system ~~which is~~ designed and constructed or implemented to control discharges that ~~which~~ are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding,

overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

(19)(17) “Stormwater utility” means the funding of a stormwater management program by assessing the cost of the program to the beneficiaries based on their relative contribution to its need. It is operated as a typical utility which bills services regularly, similar to water and wastewater services.

(24)(18) “Watershed” means the land area that ~~which~~ contributes to the flow of water into a receiving body of water.

(13)(19) “Regulated air pollutant” means any pollutant regulated under the federal Clean Air Act.

(4)(20) “Electrical power plant” means, for purposes of this part of this chapter, any electrical generating facility that uses any process or fuel and that is owned or operated by an electric utility, as defined in s. 403.503(14), and includes any associated facility that directly supports the operation of the electrical power plant.

(20)(21) “Total maximum daily load” is defined as the sum of the individual wasteload allocations for point sources and the load allocations for nonpoint sources and natural background. Prior to determining individual wasteload allocations and load allocations, the maximum amount of a pollutant that a waterbody ~~water body~~ or water segment can assimilate from all sources without exceeding water quality standards must first be calculated.

Section 14. Paragraphs (a) and (e) of subsection (7) of section 403.067, Florida Statutes, are amended to read:

403.067 Establishment and implementation of total maximum daily loads.—

(7) DEVELOPMENT OF BASIN MANAGEMENT PLANS AND IMPLEMENTATION OF TOTAL MAXIMUM DAILY LOADS.—

(a) *Basin management action plans.*—

1. In developing and implementing the total maximum daily load for a waterbody ~~water body~~, the department, or the department in conjunction with a water management district, may develop a basin management action plan that addresses some or all of the watersheds and basins tributary to the waterbody ~~water body~~. Such plan must integrate the appropriate management strategies available to the state through existing water quality protection programs to achieve the total maximum daily loads and may provide for phased implementation of these management strategies to promote timely, cost-effective actions as provided for in s. 403.151. The plan must establish a schedule implementing the management strategies, establish a basis for evaluating the plan’s effectiveness, and identify feasible



funding strategies for implementing the plan's management strategies. The management strategies may include regional treatment systems or other public works, when appropriate, and voluntary trading of water quality credits to achieve the needed pollutant load reductions.

2. A basin management action plan must equitably allocate, pursuant to paragraph (6)(b), pollutant reductions to individual basins, as a whole to all basins, or to each identified point source or category of nonpoint sources, as appropriate. For nonpoint sources for which best management practices have been adopted, the initial requirement specified by the plan must be those practices developed pursuant to paragraph (c). When appropriate, the plan may take into account the benefits of pollutant load reduction achieved by point or nonpoint sources that have implemented management strategies to reduce pollutant loads, including best management practices, before the development of the basin management action plan. The plan must also identify the mechanisms that will address potential future increases in pollutant loading.

3. The basin management action planning process is intended to involve the broadest possible range of interested parties, with the objective of encouraging the greatest amount of cooperation and consensus possible. In developing a basin management action plan, the department shall assure that key stakeholders, including, but not limited to, applicable local governments, water management districts, the Department of Agriculture and Consumer Services, other appropriate state agencies, local soil and water conservation districts, environmental groups, regulated interests, and affected pollution sources, are invited to participate in the process. The department shall hold at least one public meeting in the vicinity of the watershed or basin to discuss and receive comments during the planning process and shall otherwise encourage public participation to the greatest practicable extent. Notice of the public meeting must be published in a newspaper of general circulation in each county in which the watershed or basin lies at least 5 days, but not more than 15 days, before the public meeting. A basin management action plan does not supplant or otherwise alter any assessment made under subsection (3) or subsection (4) or any calculation or initial allocation.

4. Each new or revised basin management action plan must ~~shall~~ include all of the following:

a. The appropriate management strategies available through existing water quality protection programs to achieve total maximum daily loads, which may provide for phased implementation to promote timely, cost-effective actions as provided for in s. 403.151.;

b. A description of best management practices adopted by rule.;

c. For the applicable 5-year implementation milestone, a list of projects that will achieve the pollutant load reductions needed to meet the total maximum daily load or the load allocations established pursuant to

subsection (6). Each project must include a planning-level cost estimate and an estimated date of completion. A list of projects in priority ranking with a planning-level cost estimate and estimated date of completion for each listed project;

d. A list of projects developed pursuant to paragraph (e), if applicable.

~~e.d.~~ The source and amount of financial assistance to be made available by the department, a water management district, or other entity for each listed project, if applicable;~~;~~ and

~~f.e.~~ A planning-level estimate of each listed project’s expected load reduction, if applicable.

5. The department shall adopt all or any part of a basin management action plan and any amendment to such plan by secretarial order pursuant to chapter 120 to implement this section.

6. The basin management action plan must include 5-year milestones for implementation and water quality improvement, and an associated water quality monitoring component sufficient to evaluate whether reasonable progress in pollutant load reductions is being achieved over time. An assessment of progress toward these milestones shall be conducted every 5 years, and revisions to the plan shall be made as appropriate. Any entity with a specific pollutant load reduction requirement established in a basin management action plan shall identify the projects or strategies that such entity will undertake to meet current 5-year pollution reduction milestones, beginning with the first 5-year milestone for new basin management action plans, and submit such projects to the department for inclusion in the appropriate basin management action plan. Each project identified must include an estimated amount of nutrient reduction that is reasonably expected to be achieved based on the best scientific information available. Revisions to the basin management action plan shall be made by the department in cooperation with basin stakeholders. Revisions to the management strategies required for nonpoint sources must follow the procedures in subparagraph (c)4. Revised basin management action plans must be adopted pursuant to subparagraph 5.

7. In accordance with procedures adopted by rule under paragraph (9)(c), basin management action plans, and other pollution control programs under local, state, or federal authority as provided in subsection (4), may allow point or nonpoint sources that will achieve greater pollutant reductions than required by an adopted total maximum daily load or wasteload allocation to generate, register, and trade water quality credits for the excess reductions to enable other sources to achieve their allocation; however, the generation of water quality credits does not remove the obligation of a source or activity to meet applicable technology requirements or adopted best management practices. Such plans must allow trading between NPDES permittees, and trading that may or may not involve NPDES permittees, where the generation or use of the credits involve an entity or activity not subject to

department water discharge permits whose owner voluntarily elects to obtain department authorization for the generation and sale of credits.

8. The department's rule relating to the equitable abatement of pollutants into surface waters do not apply to water bodies or waterbody ~~water body~~ segments for which a basin management plan that takes into account future new or expanded activities or discharges has been adopted under this section.

9. In order to promote resilient wastewater utilities, if the department identifies domestic wastewater treatment facilities or onsite sewage treatment and disposal systems as contributors of at least 20 percent of point source or nonpoint source nutrient pollution or if the department determines remediation is necessary to achieve the total maximum daily load, a basin management action plan for a nutrient total maximum daily load must include the following:

a. A wastewater treatment plan developed by each local government, in cooperation with the department, the water management district, and the public and private domestic wastewater treatment facilities within the jurisdiction of the local government, that addresses domestic wastewater. The wastewater treatment plan must:

(I) Provide for construction, expansion, or upgrades necessary to achieve the total maximum daily load requirements applicable to the domestic wastewater treatment facility.

(II) Include the permitted capacity in average annual gallons per day for the domestic wastewater treatment facility; the average nutrient concentration and the estimated average nutrient load of the domestic wastewater; a projected timeline of the dates by which the construction of any facility improvements will begin and be completed and the date by which operations of the improved facility will begin; the estimated cost of the improvements; and the identity of responsible parties.

The wastewater treatment plan must be adopted as part of the basin management action plan no later than July 1, 2025. A local government that does not have a domestic wastewater treatment facility in its jurisdiction is not required to develop a wastewater treatment plan unless there is a demonstrated need to establish a domestic wastewater treatment facility within its jurisdiction to improve water quality necessary to achieve a total maximum daily load. A local government is not responsible for a private domestic wastewater facility's compliance with a basin management action plan unless such facility is operated through a public-private partnership to which the local government is a party.

b. An onsite sewage treatment and disposal system remediation plan developed by each local government in cooperation with the department, the Department of Health, water management districts, and public and private domestic wastewater treatment facilities.

(I) The onsite sewage treatment and disposal system remediation plan must identify cost-effective and financially feasible projects necessary to achieve the nutrient load reductions required for onsite sewage treatment and disposal systems. To identify cost-effective and financially feasible projects for remediation of onsite sewage treatment and disposal systems, the local government shall:

(A) Include an inventory of onsite sewage treatment and disposal systems based on the best information available;

(B) Identify onsite sewage treatment and disposal systems that would be eliminated through connection to existing or future central domestic wastewater infrastructure in the jurisdiction or domestic wastewater service area of the local government, that would be replaced with or upgraded to enhanced nutrient-reducing onsite sewage treatment and disposal systems, or that would remain on conventional onsite sewage treatment and disposal systems;

(C) Estimate the costs of potential onsite sewage treatment and disposal system connections, upgrades, or replacements; and

(D) Identify deadlines and interim milestones for the planning, design, and construction of projects.

(II) The department shall adopt the onsite sewage treatment and disposal system remediation plan as part of the basin management action plan no later than July 1, 2025, or as required for Outstanding Florida Springs under s. 373.807.

10. The installation of new onsite sewage treatment and disposal systems constructed within a basin management action plan area adopted under this section, a reasonable assurance plan, or a pollution reduction plan is prohibited where connection to a publicly owned or investor-owned sewerage system is available as defined in s. 381.0065(2)(a). On lots of 1 acre or less within a basin management action plan adopted under this section, a reasonable assurance plan, or a pollution reduction plan where a publicly owned or investor-owned sewerage system is not available, the installation of enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction is required.

~~11.10.~~ When identifying wastewater projects in a basin management action plan, the department may not require the higher cost option if it achieves the same nutrient load reduction as a lower cost option. A regulated entity may choose a different cost option if it complies with the pollutant reduction requirements of an adopted total maximum daily load and meets or exceeds the pollution reduction requirement of the original project.

12. Annually, local governments subject to a basin management action plan or located within the basin of a waterbody not attaining nutrient or

nutrient-related standards must provide to the department an update on the status of construction of sanitary sewers to serve such areas, in a manner prescribed by the department.

(e) *Cooperative agricultural regional water quality improvement element.*

1. The department and, the Department of Agriculture and Consumer Services, in cooperation with ~~and~~ owners of agricultural operations in the basin, shall develop a cooperative agricultural regional water quality improvement element as part of a basin management action plan where only if:

a. ~~Agricultural measures have been adopted by the Department of Agriculture and Consumer Services pursuant to subparagraph (c)2. and have been implemented and the water body remains impaired;~~

b. ~~Agricultural nonpoint sources contribute to at least 20 percent of nonpoint source nutrient discharges; or and~~

b.e. The department determines that additional measures, in combination with state-sponsored regional projects and other management strategies included in the basin management action plan, are necessary to achieve the total maximum daily load.

2. ~~The element will be implemented through the use of cost-effective and technically and financially practical regional agricultural nutrient reduction cost-sharing projects and. The element must include a list of such projects submitted to the department by the Department of Agriculture and Consumer Services which, in combination with the best management practices, additional measures, and other management strategies, will achieve the needed pollutant load reductions established for agricultural nonpoint sources cost-effective and technically and financially practical cooperative regional agricultural nutrient reduction projects that can be implemented on private properties on a site-specific, cooperative basis. Such cooperative regional agricultural nutrient reduction projects may include, but are not limited to, land acquisition in fee or conservation easements on the lands of willing sellers and site-specific water quality improvement or dispersed water management projects. The list of regional projects included in the cooperative agricultural regional water quality improvement element must include a planning-level cost estimate of each project along with the estimated amount of nutrient reduction that such project will achieve on the lands of project participants.~~

3. To qualify for participation in the cooperative agricultural regional water quality improvement element, the participant must have already implemented and be in compliance with best management practices or other measures adopted by the Department of Agriculture and Consumer Services pursuant to subparagraph (c)2. The element must ~~may~~ be included in the basin management action plan as a part of the next 5-year assessment under subparagraph (a)6.

4. The department ~~or the~~ Department of Agriculture and Consumer Services may submit a legislative budget request to fund projects developed pursuant to this paragraph. In allocating funds for projects funded pursuant to this paragraph, the department shall provide at least 20 percent of its annual appropriation for projects in subbasins with the highest nutrient concentrations within a basin management action plan. Projects submitted pursuant to this paragraph are eligible for funding in accordance with s. 403.0673.

Section 15. Section 403.0673, Florida Statutes, is amended to read:

403.0673 Water quality improvement Wastewater grant program.—A wastewater grant program is established within the Department of Environmental Protection to address wastewater, stormwater, and agricultural sources of nutrient loading to surface water or groundwater.

(1) The purpose of the grant program is to fund projects that will improve the quality of waterbodies that:

(a) Are not attaining nutrient or nutrient-related standards;

(b) Have an established total maximum daily load; or

(c) Are located ~~Subject to the appropriation of funds by the Legislature, the department may provide grants for the following projects within a basin management action plan area, a reasonable assurance plan area an alternative restoration plan adopted by final order, an accepted alternative restoration plan area,~~ or a rural area of opportunity under s. 288.0656.

(2) The department may provide grants for all of the following types of projects that reduce the amount of nutrients entering those waterbodies identified in subsection (1):

(a) Connecting onsite sewage treatment and disposal systems to central sewer facilities.

(b) Upgrading domestic wastewater treatment facilities to advanced waste treatment or greater.

(c) Repairing, upgrading, expanding, or constructing stormwater treatment facilities that result in improvements to surface water or groundwater quality.

(d) Repairing, upgrading, expanding, or constructing domestic wastewater treatment facilities that result in improvements to surface water or groundwater quality, including domestic wastewater reuse and collection systems.

(e) Projects identified pursuant to s. 403.067(7)(a) or (7)(e).

(f) Projects identified in a wastewater treatment plan or an onsite sewage treatment and disposal system remediation plan developed pursuant to s. 403.067(7)(a)9.a. and b.

(g) Projects listed in a city or county capital improvement element pursuant to s. 163.3177(3)(a)4.b.

(h) Retrofitting onsite sewage treatment and disposal systems to upgrade such systems to enhanced nutrient-reducing onsite sewage treatment and disposal systems where central sewerage is unavailable which will individually or collectively reduce excess nutrient pollution:

~~(a) Projects to retrofit onsite sewage treatment and disposal systems to upgrade such systems to enhanced nutrient-reducing onsite sewage treatment and disposal systems.~~

~~(b) Projects to construct, upgrade, or expand facilities to provide advanced waste treatment, as defined in s. 403.086(4).~~

~~(c) Projects to connect onsite sewage treatment and disposal systems to central sewer facilities.~~

~~(3)(2) In allocating such funds, priority must be given to projects that subsidize the connection of onsite sewage treatment and disposal systems to wastewater treatment facilities. First priority must be given to subsidize the connection of onsite sewage treatment and disposal systems to existing infrastructure. Second priority must be given to any expansion of a collection or transmission system that promotes efficiency by planning the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way. Third priority must be given to all other connections of onsite sewage treatment and disposal systems to wastewater treatment facilities. The department shall consider and prioritize those projects that:~~

(a) Have the maximum estimated reduction in nutrient load per project;

(b) Demonstrate project readiness;

(c) Are cost-effective;

(d) Have a cost share identified by the applicant, except for rural areas of opportunity;

(e) Have previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project; or

(f) Are in a the cost-effectiveness of the project; the overall environmental benefit of a project; the location where reductions are needed most to attain the water quality standards of a waterbody not attaining nutrient or nutrient-related standards.

Any project that does not result in reducing nutrient loading to a waterbody identified in subsection (1) is not eligible for funding under this section of a project; the availability of local matching funds; and projected water savings or quantity improvements associated with a project.

~~(3) Each grant for a project described in subsection (1) must require a minimum of a 50 percent local match of funds. However, the department may, at its discretion, waive, in whole or in part, this consideration of the local contribution for proposed projects within an area designated as a rural area of opportunity under s. 288.0656.~~

(4) The department shall coordinate annually with each water management district, ~~as necessary,~~ to identify potential projects grant recipients in each district.

(5) The department shall coordinate with local governments and stakeholders to identify the most effective and beneficial water quality improvement projects.

(6) The department shall coordinate with the Department of Agriculture and Consumer Services to prioritize the most effective and beneficial agricultural nonpoint source projects identified pursuant to s. 403.067(7)(e).

(7) Beginning January 15, 2024 ~~1, 2021,~~ and each January 15 ~~1~~ thereafter, the department shall submit a report regarding the projects funded pursuant to this section to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The report must include a list of those projects receiving funding and the following information for each project:

- (a) A description of the project;
- (b) The cost of the project;
- (c) The estimated nutrient load reduction of the project;
- (d) The location of the project;
- (e) The waterbody or waterbodies where the project will reduce nutrients; and
- (f) The total cost share being provided for the project.

Section 16. Paragraph (c) of subsection (1) of section 403.086, Florida Statutes, is amended to read:

403.086 Sewage disposal facilities; advanced and secondary waste treatment.—

- (1)



(c)1. Notwithstanding this chapter or chapter 373, sewage disposal facilities may not dispose of any wastes into the following waters without providing advanced waste treatment, as defined in subsection (4), as approved by the department or a more stringent treatment standard if the department determines the more stringent standard is necessary to achieve the total maximum daily load or applicable water quality criteria:

a. Old Tampa Bay, Tampa Bay, Hillsborough Bay, Boca Ciega Bay, St. Joseph Sound, Clearwater Bay, Sarasota Bay, Little Sarasota Bay, Roberts Bay, Lemon Bay, Charlotte Harbor Bay, Biscayne Bay, or any river, stream, channel, canal, bay, bayou, sound, or other water tributary thereto,;

b. Beginning July 1, 2025, Indian River Lagoon, or into any river, stream, channel, canal, bay, bayou, sound, or other water tributary thereto,

c. By January 1, 2033, waterbodies that are currently not attaining nutrient or nutrient-related standards or that are subject to a nutrient or nutrient-related basin management action plan adopted pursuant to s. 403.067 or adopted reasonable assurance plan.

2. For any waterbody determined not to be attaining nutrient or nutrient-related standards after July 1, 2023, or subject to a nutrient or nutrient-related basin management action plan adopted pursuant to s. 403.067 or adopted reasonable assurance plan after July 1, 2023, sewage disposal facilities are prohibited from disposing any wastes into such waters without providing advanced waste treatment, as defined in subsection (4), as approved by the department within 10 years after such determination or adoption, without providing advanced waste treatment, as defined in subsection (4), approved by the department. This paragraph does not apply to facilities which were permitted by February 1, 1987, and which discharge secondary treated effluent, followed by water hyacinth treatment, to tributaries of tributaries of the named waters; or to facilities permitted to discharge to the nontidally influenced portions of the Peace River.

Section 17. Subsection (10) of section 570.71, Florida Statutes, is amended, and subsection (14) is added to that section, to read:

570.71 Conservation easements and agreements.—

(10) The department, in consultation with the Department of Environmental Protection, the water management districts, the Department of Economic Opportunity, and the Florida Fish and Wildlife Conservation Commission, shall adopt rules that establish an application process; a process and criteria for setting priorities for use of funds consistent with the purposes specified in subsection (1) and giving preference to ranch and timber lands managed using sustainable practices, lands in imminent danger of development or degradation, or lands within the Florida wildlife corridor as defined in s. 259.1055(4); an appraisal process; and a process for title review and compliance and approval of the rules by the Board of Trustees of the Internal Improvement Trust Fund.

(14) Notwithstanding any other law or rule, the department shall submit a purchase agreement authorized by this section to the Board of Trustees of the Internal Improvement Trust Fund for approval only if the purchase price exceeds \$5 million.

Section 18. Paragraph (b) of subsection (1) and subsection (5) of section 570.715, Florida Statutes, are amended to read:

570.715 Conservation easement acquisition procedures.—

(1) For less than fee simple acquisitions pursuant to s. 570.71, the Department of Agriculture and Consumer Services shall comply with the following acquisition procedures:

(b) Before approval by the board of trustees of an agreement to purchase less than fee simple title to land pursuant to s. 570.71, an appraisal of the parcel shall be required as follows:

1. Each parcel to be acquired shall have at least one appraisal. Two appraisals are required when the estimated value of the parcel exceeds \$5 \$1 million. However, when both appraisals exceed \$5 \$1 million and differ significantly, a third appraisal may be obtained.

2. Appraisal fees and associated costs shall be paid by the department. All appraisals used for the acquisition of less than fee simple interest in lands pursuant to this section shall be prepared by a state-certified appraiser who meets the standards and criteria established by rule of the board of trustees. Each appraiser selected to appraise a particular parcel shall, before contracting with the department or a participant in a multi-party agreement, submit to the department or participant an affidavit substantiating that he or she has no vested or fiduciary interest in such parcel.

(5) Appraisal reports are confidential and exempt from s. 119.07(1), for use by the department and the board of trustees, until an option contract is executed or, if an option contract is not executed, until 2 weeks before a contract or agreement for purchase is considered for approval by the board of trustees. However, the department shall ~~has the authority, at its discretion,~~ to disclose appraisal reports to private landowners or their representatives during negotiations for acquisitions ~~using alternatives to fee simple techniques, if the department determines that disclosure of such reports will bring the proposed acquisition to closure.~~ The department may also disclose appraisal information to public agencies or nonprofit organizations that agree to maintain the confidentiality of the reports or information when joint acquisition of property is contemplated, or when a public agency or nonprofit organization enters into a written multiparty agreement with the department. For purposes of this subsection, the term “nonprofit organization” means an organization whose purposes include the preservation of natural resources, and which is exempt from federal income tax under s. 501(c)(3) of the Internal Revenue Code. The department may release an

appraisal report when the passage of time has rendered the conclusions of value in the report invalid or when the department has terminated negotiations.

Section 19. Paragraph (h) of subsection (4) of section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the payment of service charges or costs of collection and enforcement under this section. All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1). Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs and service charge may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs and service charge are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter and the service charge shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as follows:

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2) and deduction of the service charge imposed pursuant to s. 215.20(1), the remainder shall be distributed as follows:

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund water quality improvement wastewater grants as specified in s. 403.0673.

Section 20. Paragraph (1) of subsection (3), paragraph (a) of subsection (5), and paragraph (i) of subsection (15) of section 259.105, Florida Statutes, are amended to read:

259.105 The Florida Forever Act.—

(3) Less the costs of issuing and the costs of funding reserve accounts and other costs associated with bonds, the proceeds of cash payments or bonds issued pursuant to this section shall be deposited into the Florida Forever Trust Fund created by s. 259.1051. The proceeds shall be distributed by the Department of Environmental Protection in the following manner:

(l) For the purposes of paragraphs (e), (f), (g), and (h), the agencies that receive the funds shall develop their individual acquisition or restoration lists in accordance with specific criteria and numeric performance measures developed pursuant to s. 259.035(4). Proposed additions may be acquired if they are identified within the original project boundary, the management plan required pursuant to s. 253.034(5), or the management prospectus required pursuant to s. 259.032(7)(b) ~~s. 259.032(7)(e)~~. Proposed additions not meeting the requirements of this paragraph shall be submitted to the council for approval. The council may only approve the proposed addition if it meets two or more of the following criteria: serves as a link or corridor to other publicly owned property; enhances the protection or management of the property; would add a desirable resource to the property; would create a more manageable boundary configuration; has a high resource value that otherwise would be unprotected; or can be acquired at less than fair market value.

(5)(a) All lands acquired pursuant to this section shall be managed for multiple-use purposes, where compatible with the resource values of and management objectives for such lands. As used in this section, “multiple-use” includes, but is not limited to, outdoor recreational activities as described in ss. 253.034 and 259.032(7)(a)2. ~~ss. 253.034 and 259.032(7)(b)~~, water resource development projects, sustainable forestry management, carbon sequestration, carbon mitigation, or carbon offsets.

(15) The council shall submit to the board, with its list of projects, a report that includes, but need not be limited to, the following information for each project listed:

(i) A management policy statement for the project and a management prospectus pursuant to s. 259.032(7)(b) ~~s. 259.032(7)(e)~~.

Section 21. Subsection (17) of section 373.019, Florida Statutes, is amended to read:

373.019 Definitions.—When appearing in this chapter or in any rule, regulation, or order adopted pursuant thereto, the term:

(17) “Reclaimed water” means water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility. Reclaimed water is not subject to regulation pursuant to s. 373.175 or part II of this chapter until it has been discharged into waters as defined in s. 403.031 ~~s. 403.031(13)~~.

Section 22. Section 373.4132, Florida Statutes, is amended to read:

373.4132 Dry storage facility permitting.—The governing board or the department shall require a permit under this part, including s. 373.4145, for the construction, alteration, operation, maintenance, abandonment, or removal of a dry storage facility for 10 or more vessels that is functionally associated with a boat launching area. As part of an applicant’s

demonstration that such a facility will not be harmful to the water resources and will not be inconsistent with the overall objectives of the district, the governing board or department shall require the applicant to provide reasonable assurance that the secondary impacts from the facility will not cause adverse impacts to the functions of wetlands and surface waters, including violations of state water quality standards applicable to waters as defined in s. 403.031 ~~s. 403.031(13)~~, and will meet the public interest test of s. 373.414(1)(a), including the potential adverse impacts to manatees. Nothing in this section shall affect the authority of the governing board or the department to regulate such secondary impacts under this part for other regulated activities.

Section 23. Subsection (1) of section 373.414, Florida Statutes, is amended to read:

373.414 Additional criteria for activities in surface waters and wetlands.

(1) As part of an applicant's demonstration that an activity regulated under this part will not be harmful to the water resources or will not be inconsistent with the overall objectives of the district, the governing board or the department shall require the applicant to provide reasonable assurance that state water quality standards applicable to waters as defined in s. 403.031 ~~s. 403.031(13)~~ will not be violated and reasonable assurance that such activity in, on, or over surface waters or wetlands, as delineated in s. 373.421(1), is not contrary to the public interest. However, if such an activity significantly degrades or is within an Outstanding Florida Water, as provided by department rule, the applicant must provide reasonable assurance that the proposed activity will be clearly in the public interest.

(a) In determining whether an activity, which is in, on, or over surface waters or wetlands, as delineated in s. 373.421(1), and is regulated under this part, is not contrary to the public interest or is clearly in the public interest, the governing board or the department shall consider and balance the following criteria:

1. Whether the activity will adversely affect the public health, safety, or welfare or the property of others;
2. Whether the activity will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats;
3. Whether the activity will adversely affect navigation or the flow of water or cause harmful erosion or shoaling;
4. Whether the activity will adversely affect the fishing or recreational values or marine productivity in the vicinity of the activity;
5. Whether the activity will be of a temporary or permanent nature;

6. Whether the activity will adversely affect or will enhance significant historical and archaeological resources under the provisions of s. 267.061; and

7. The current condition and relative value of functions being performed by areas affected by the proposed activity.

(b) If the applicant is unable to otherwise meet the criteria set forth in this subsection, the governing board or the department, in deciding to grant or deny a permit, must ~~shall~~ consider measures proposed by or acceptable to the applicant to mitigate adverse effects that may be caused by the regulated activity. Such measures may include, but are not limited to, onsite mitigation, offsite mitigation, offsite regional mitigation, and the purchase of mitigation credits from mitigation banks permitted under s. 373.4136. It is ~~shall~~ be the responsibility of the applicant to choose the form of mitigation. The mitigation must offset the adverse effects caused by the regulated activity.

1. The department or water management districts may accept the donation of money as mitigation only where the donation is specified for use in a duly noticed environmental creation, preservation, enhancement, or restoration project, endorsed by the department or the governing board of the water management district, which offsets the impacts of the activity permitted under this part. However, ~~the provisions of this subsection~~ does ~~shall~~ not apply to projects undertaken pursuant to s. 373.4137 or chapter 378. Where a permit is required under this part to implement any project endorsed by the department or a water management district, all necessary permits must have been issued prior to the acceptance of any cash donation. After the effective date of this act, when money is donated to either the department or a water management district to offset impacts authorized by a permit under this part, the department or the water management district shall accept only a donation that represents the full cost to the department or water management district of undertaking the project that is intended to mitigate the adverse impacts. The full cost shall include all direct and indirect costs, as applicable, such as those for land acquisition, land restoration or enhancement, perpetual land management, and general overhead consisting of costs such as staff time, building, and vehicles. The department or the water management district may use a multiplier or percentage to add to other direct or indirect costs to estimate general overhead. Mitigation credit for such a donation may ~~shall~~ be given only to the extent that the donation covers the full cost to the agency of undertaking the project ~~that is~~ intended to mitigate the adverse impacts. However, nothing herein may ~~shall~~ be construed to prevent the department or a water management district from accepting a donation representing a portion of a larger project, provided that the donation covers the full cost of that portion and mitigation credit is given only for that portion. The department or water management district may deviate from the full cost requirements of this subparagraph to resolve a proceeding brought pursuant to chapter 70 or a claim for inverse condemnation. Nothing in this section may ~~shall~~ be construed to require the owner of a private mitigation bank, permitted under

s. 373.4136, to include the full cost of a mitigation credit in the price of the credit to a purchaser of said credit.

2. The department and each water management district shall report by March 1 of each year, as part of the consolidated annual report required by s. 373.036(7), all cash donations accepted under subparagraph 1. during the preceding water management district fiscal year for wetland mitigation purposes. The report must ~~shall~~ exclude those contributions pursuant to s. 373.4137. The report must ~~shall~~ include a description of the endorsed mitigation projects and, except for projects governed by s. 373.4135(6), must ~~shall~~ address, as applicable, success criteria, project implementation status and timeframe, monitoring, long-term management, provisions for preservation, and full cost accounting.

3. If the applicant is unable to meet water quality standards because existing ambient water quality does not meet standards, the governing board or the department must ~~shall~~ consider mitigation measures proposed by or acceptable to the applicant that cause net improvement of the water quality in the receiving body of water for those parameters which do not meet standards.

4. If mitigation requirements imposed by a local government for surface water and wetland impacts of an activity regulated under this part cannot be reconciled with mitigation requirements approved under a permit for the same activity issued under this part, including application of the uniform wetland mitigation assessment method adopted pursuant to subsection (18), the mitigation requirements for surface water and wetland impacts are ~~shall~~ ~~be~~ controlled by the permit issued under this part.

(c) Where activities for a single project regulated under this part occur in more than one local government jurisdiction, and where permit conditions or regulatory requirements are imposed by a local government for these activities which cannot be reconciled with those imposed by a permit under this part for the same activities, the permit conditions or regulatory requirements are ~~shall~~ ~~be~~ controlled by the permit issued under this part.

Section 24. Section 373.4142, Florida Statutes, is amended to read:

373.4142 Water quality within stormwater treatment systems.—State surface water quality standards applicable to waters of the state, as defined in s. 403.031 ~~s. 403.031(13)~~, do ~~shall~~ not apply within a stormwater management system which is designed, constructed, operated, and maintained for stormwater treatment in accordance with a valid permit or noticed exemption issued pursuant to chapter 62-25, Florida Administrative Code; a valid permit or exemption under s. 373.4145 within the Northwest Florida Water Management District; a valid permit issued on or subsequent to April 1, 1986, within the Suwannee River Water Management District or the St. Johns River Water Management District pursuant to this part; a valid permit issued on or subsequent to March 1, 1988, within the Southwest Florida Water Management District pursuant to this part; or a valid permit

issued on or subsequent to January 6, 1982, within the South Florida Water Management District pursuant to this part. Such inapplicability of state water quality standards shall be limited to that part of the stormwater management system located upstream of a manmade water control structure permitted, or approved under a noticed exemption, to retain or detain stormwater runoff in order to provide treatment of the stormwater. The additional use of such a stormwater management system for flood attenuation or irrigation does ~~shall~~ not divest the system of the benefits of this exemption. This section does ~~shall~~ not affect the authority of the department and water management districts to require reasonable assurance that the water quality within such stormwater management systems will not adversely impact public health, fish and wildlife, or adjacent waters.

Section 25. Paragraph (a) of subsection (1) of section 373.430, Florida Statutes, is amended to read:

373.430 Prohibitions, violation, penalty, intent.—

(1) It shall be a violation of this part, and it shall be prohibited for any person:

(a) To cause pollution, as defined in s. 403.031 ~~s. 403.031(7)~~, except as otherwise provided in this part, so as to harm or injure human health or welfare, animal, plant, or aquatic life or property.

Section 26. Paragraph (n) of subsection (2) of section 373.4592, Florida Statutes, is amended to read:

373.4592 Everglades improvement and management.—

(2) DEFINITIONS.—As used in this section:

(n) “Stormwater management program” shall have the meaning set forth in s. 403.031 ~~s. 403.031(15)~~.

Section 27. Paragraph (c) of subsection (1) of section 403.890, Florida Statutes, is amended to read:

403.890 Water Protection and Sustainability Program.—

(1) Revenues deposited into or appropriated to the Water Protection and Sustainability Program Trust Fund shall be distributed by the Department of Environmental Protection for the following purposes:

(c) The water quality improvement ~~wastewater~~ grant program as provided in s. 403.0673.

Section 28. Paragraph (b) of subsection (1) of section 403.892, Florida Statutes, is amended to read:

403.892 Incentives for the use of graywater technologies.—



(1) As used in this section, the term:

(b) “Graywater” has the same meaning as in s. 381.0065(2) ~~s. 381.0065(2)(f)~~.

Section 29. Paragraphs (c) and (d) of subsection (2) of section 403.9301, Florida Statutes, are amended to read:

403.9301 Wastewater services projections.—

(2) As used in this section, the term:

(c) “Treatment works” has the same meaning as provided in s. 403.031 ~~s. 403.031(11)~~.

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031 ~~s. 403.031(9)~~, or service to domestic wastewater treatment works.

Section 30. Paragraphs (b) and (c) of subsection (2) of section 403.9302, Florida Statutes, are amended to read:

403.9302 Stormwater management projections.—

(2) As used in this section, the term:

(b) “Stormwater management program” has the same meaning as provided in s. 403.031 ~~s. 403.031(15)~~.

(c) “Stormwater management system” has the same meaning as provided in s. 403.031 ~~s. 403.031(16)~~.

Section 31. For the purpose of incorporating the amendment made by this act to section 259.032, Florida Statutes, in a reference thereto, subsection (6) of section 259.045, Florida Statutes, is reenacted to read:

259.045 Purchase of lands in areas of critical state concern; recommendations by department and land authorities.—Within 45 days after the Administration Commission designates an area as an area of critical state concern under s. 380.05, and annually thereafter, the Department of Environmental Protection shall consider the recommendations of the state land planning agency pursuant to s. 380.05(1)(a) relating to purchase of lands within an area of critical state concern or lands outside an area of critical state concern that directly impact an area of critical state concern, which may include lands used to preserve and protect water supply, and shall make recommendations to the board with respect to the purchase of the fee or any lesser interest in any such lands that are:

(6) Lands used to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern if the acquisition of such lands fulfills a public purpose listed in s. 259.032(2) or if the parcel is wholly or partially, at the time of acquisition,

on one of the board’s approved acquisition lists established pursuant to this chapter. For the purposes of this subsection, if a parcel is estimated to be worth \$500,000 or less and the director of the Division of State Lands finds that the cost of an outside appraisal is not justified, a comparable sales analysis, an appraisal prepared by the Division of State Lands, or other reasonably prudent procedures may be used by the Division of State Lands to estimate the value of the parcel, provided the public’s interest is reasonably protected.

The department, a local government, a special district, or a land authority within an area of critical state concern may make recommendations with respect to additional purchases which were not included in the state land planning agency recommendations.

Section 32. The Legislature determines and declares that this act fulfills an important state interest.

Section 33. This act shall take effect July 1, 2023.

Approved by the Governor May 30, 2023.

Filed in Office Secretary of State May 30, 2023.



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

<b>Subject:</b> Grant Application – DeBary Babe Ruth 9U Baseball All Star Team	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Jason Schaitz, Parks and Recreation Director	
<b>Meeting Hearing Date</b> 5/15/2024	

**REQUEST**

The Parks and Recreation Department is requesting Council approve the attached grant application submitted by the DeBary Babe Ruth 9U Baseball All Star Team.

**PURPOSE**

The DeBary Babe Ruth 9U Baseball All Star Team is raising money to be able to take the team to the All Star Tournament and help cover expenses such as lodging, food, and tournament fees. They are requesting \$500 in matching funds to go towards their tournament expenses.

**CONSIDERATIONS**

The DeBary Babe Ruth 9U Baseball All Star Team has met all the criteria to be eligible for the matching grant program. They have also completed the grant request application as well as provided all the necessary attachments that are required with the application.

**COST/FUNDING**

Funding for the matching grant program was approved in the FY 23/24 budget in line item 001-1100-511-8200. This request would cost \$500.

**RECOMMENDATION**

It is recommended that the City Council approve the attached grant application in the amount of \$500 to the DeBary Babe Ruth 9U Baseball All Star Team.

**IMPLEMENTATION**

Upon approval the Parks and Recreation Department will submit a check request to the finance department in the amount of \$500 for the 9U Baseball Team.

**ATTACHMENTS**

Attachment A: Grant Application DeBary Babe Ruth 9U



16 Colomba Road  
 DeBary, FL 32713  
 Phone: (386) 668-2040  
 Fax: (386) 668 – 3523

# GRANT REQUEST APPLICATION

## Applicant Information

Legal Entry Name Teresa Santos

D/B/A Subgroup: WVAC 9u ALLSTARS

Physical Address (No PO Box): 200 W Highbanks RD

City/State/Zipcode: Debary Florida 32713

Contact Person: Teresa santos Title: Equipment Manager/ 6u Commissioner

Primary Phone Number: 3862093148 Cell Phone Number: \_\_\_\_\_

E-Mail: Teresalewis0804@yahoo.com

Tax Status: 501c3 (Attach Exempt Certificate)

**Grant Information:**

TYPE: Monetary Contribution  In Kind Services \_\_\_\_\_ Waiver of Fees \_\_\_\_\_

Total Value of the Request (cannot exceed \$500): \$ \$500

**Description of Event, Include Date and Location:**

9u Allstar team is raising money to attend states tournament later this year in June. All money collected will go towards travel costs and lodging for the team. They will travel and stay overnight in Flagler to compete to bring home a 2024 state champion banner.

Will Admission Fees be Charged at your Event: Yes \_\_\_\_\_ No

If Yes, Admission Charge: \$ \_\_\_\_\_ Per \_\_\_\_\_

CITY OF DEBARY  
 MAY 07 2024  
 RECEIVED

Are Other Donations Being Solicited or Been Received: Yes  No

If Yes, Please Provide Information Each player will participate in fundraising to cover all out of pocket expenses for  
the team to make it as easy financially on all players and their families.  
\_\_\_\_\_  
\_\_\_\_\_

Have Legal Entity or Subgroup Applied for a Grant Request from the City of Debary within the last twelve months?: Yes  No

## Required Attachments

1. Tax Exempt Certificate
2. W-9 Request for Taxpayer Identification Number and Certification
3. Insurance Certificate listing City of DeBary as an additional named insured
4. A letter on organization letterhead outlining the details of your request. Please make sure to answer the following questions:
  - a. Describe your organization and the purpose/goals of your event.
  - b. How will any monetary contributions, in kind services, or waiver of fees be used?
  - c. How will the grant benefit the City?
5. Event Budget (monetary or waiver of fees only). Budget must include the following:
  - a. All event expenses
  - b. Projected event revenue
6. Event Summary Statement

**I/we have read and have been given a copy of the Special Event Policy and agree to abide by the regulations of the City of DeBary.**

I hereby state the above information is true and accurate to the best of my knowledge. I further understand and agree to any and all conditions of the required application.

I understand that the City of DeBary assumes no liability for this event. I hereby agree to defend, hold harmless, and indemnify the City, at the City's option, from any and all demands, claims, suits, actions and legal proceedings brought against the City of DeBary in connection with this event, whether threatened or otherwise, to the full extent as permitted by the law of the State of Florida.

This provision shall survive the term of the Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the City of DeBary under either federal law or the laws of Florida.

  
\_\_\_\_\_  
Signature of Applicant

4/25/2024  
\_\_\_\_\_  
Date signed

Submission of this application **DOES NOT** guarantee a grant or event approval. You will be contacted by the appropriate person to confirm the details of your proposed event.

### INTAKE ACCEPTANCE (Office Use Only)

Name of Event: \_\_\_\_\_ Organization/Person: \_\_\_\_\_

Application # \_\_\_\_\_ Application Complete: YES NO

Received By/Title: \_\_\_\_\_ Date Accepted: \_\_\_\_\_ Initial: \_\_\_\_\_

**SPONSORSHIP APPROVED or DENIED** Date \_\_\_\_\_



## Consumer's Certificate of Exemption

DR-14  
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8017074809C-1	01/26/2022	01/31/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WEST VOLUSIA ATHLETIC CLUB INC  
200 W HIGHBANKS RD  
DEBARY FL 32713

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**West Volusia Athletic Club**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**200 W Highbanks Rd.**

6 City, state, and ZIP code

**DeBary, FL 32713**

7 List account number(s) here (optional)

Requester's name and address (optional)

**WVAC-16U  
PO Box 530035  
DeBary, FL 32753**

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

or

Employer identification number								
6	1	-	1	5	7	9	6	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *Sarah M. Gockey*

Date ▶ 06/01/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801		CONTACT NAME: Hollie Lamle PHONE (A/C, No. Ext): 800-736-7358      FAX (A/C, No): 847-953-2873 E-MAIL ADDRESS: hollie.lamle@kandkinsurance.com	
INSURED MEMBER NO: WEST VOLUSIA ATHLETIC CLUB BABE RUTH LEAGUE DBA: West Volusia Athletic Club, Inc. PO Box 530035 DeBary, FL, 32753		INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: New Hampshire Insurance Company      23841 INSURER B: National Union Fire Ins Co of Pittsburgh      19445 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			AIL0003450194702	02/01/2024 12:01 AM	02/01/2025 12:01 AM	EACH OCCURRENCE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$2,000,000
								GENERAL AGGREGATE	\$5,000,000
								PRODUCTS-COMP/OP AGG	\$2,000,000
								PARTICIPANT LEGAL LIABILITY	\$2,000,000
A	<input type="checkbox"/>	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			AIL0003450194702	02/01/2024 12:01 AM	02/01/2025 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
		SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB # OCCUR						EACH OCCURRENCE	
		EXCESS LIAB # CLAIMS-MADE						AGGREGATE	
		DED      RETENTION							
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE	OTHER
								E.L. EACH ACCIDENT	
								E.L. DISEASE - EA EMPLOYEE	
								E.L. DISEASE - POLICY LIMIT	
B	<input type="checkbox"/>	PARTICIPANT ACCIDENT			AID0003450195202	02/01/2024 12:01 AM	02/01/2025 12:01 AM	Excess Medical	\$250,000
								AD&D	\$ 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER  Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

To Whom It May Concern:

We are part of West Volusia Athletic Club's 9u MINOR All-Star team. The twelve boys on the team are the best of their 8-9-year-old age group. They have worked extremely hard all season to achieve this goal, competing with about one hundred other players in their division; they have put in hours at the batting cages, on various fields practicing their fielding with their recreational and travel teams, and with each other as part of the All-Star team.

Coming up in June, we have our first tournament as an All-Star team. The tournament this year is in DeBary, Florida. That's right we are hosting districts this year! We are looking for fundraiser hosts or any donations possible that would help make this experience easier financially on the 12 players and their families. This could be anything from water, paper towels, snacks to financial donations as well. Once we clear Districts we will travel to Flagler for States. We will stay as a team together, the hotel alone for all the team members is about \$8,000 for the four days, this does not include food or any other necessities. If your organization could help in any way possible, that would be greatly appreciated. If you know of other organizations that would be willing to help as well, we would be more than willing to contact them.

We can provide tax exemption paperwork if necessary.

Thank you,  
Lenny Gabella  
All-Star Manager  
386-801-5893



**DeBary Babe Ruth  
WHERE WORLD  
CHAMPIONS PLAY!**



To Whom It May Concern:

I am reaching out to you on behalf of the WVAC 9UBB Allstar team, we are currently going hard with our fundraising efforts for the team, and we ask the City of DeBary to take us into consideration when issuing the grants this year. Our team is made up of a 12 of the best kids out of our Minor division in our league this season. These 12 boys have high hopes to fight their way through Districts and hit the road to Flagler onto States at the end of June. In order for this to happen, the team will need to raise a minimum of \$8000.00 to cover travel/hotel expenses, uniforms, registration fees, snacks and drinks to keep them hydrated in this Florida heat! We are trying our best to keep out of pocket costs as low as possible for the 13 families involved on this team, and with the help from the city it could ease just a bit more of the financial stress involved. We are hoping to add another Home of the State Champion hash mark on the record for DeBary and I do believe we have just the group of boys for the job! We would love nothing more than to bring home the gold this year to make our community proud and show everyone exactly why we worked so hard all season long! Thank you for your time and consideration.

Sincerely,

Teresa Santos

WVAC 6u Commissioner / Equipment Manager

# PLAYER

	REGISTRATION	hotel rooms	
liam 11	\$85	2 doubles or suite	\$549
jalen 5	\$85	2 doubles pull out 3ppl	\$549
kaysen 2	\$85	2 doubles pull out 3ppl	\$549
eli 7	\$85	2 doubles pull out 5ppl	\$549
neftali 23	\$85	2 doubles or suite	\$549
taylor 47	\$85	2 doubles pull out 5 ppl	\$549
jj 6	\$85	2 doubles pull out 3ppl	\$549
tyler 10	\$85	2 doubles pull out 3ppl	\$549
mateo 46	\$85	2 doubles pull out 5 ppl	\$549
everitt 4	\$85	2 doubles or suite	\$549
brody 80	\$85	2 doubles pull out 5 ppl	\$549
asher 13	\$85	2 doubles or suite	\$549
	<b>\$1,020</b>		<b>\$6,588</b>

# SPONSORS

all american tree spc	\$300	debary dinner	\$250
city of debary		olearys	\$250
olearys			
deland kia			
1st stop autoglass	\$500		
cheesecake chinso		6x6 cheesecake to raffle	



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

<b>Subject:</b> ECHO Application Resolution	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Jason Schaitz, Parks and Recreation Director	
<b>Meeting Hearing Date</b> 5/15/2024	

**REQUEST**

The Parks and Recreation Department is requesting Council approve Resolution 2024-04 to confirm support and an effective date for the FY 23/24 ECHO Project for the Alexander Park Phase 1 Development.

**PURPOSE**

The request is needed at this time so we can move forward with the ECHO Grant Application.

**CONSIDERATIONS**

The project will provide funding for Phase 1 of development that was identified in the feasibility study and master plan as the priority items to open the park to the public. The project will include the infrastructure, entryway to the park, parking, restrooms, nature trails, overlook tower, and fishing pier.

**COST/FUNDING**

The budget for this project is \$5,005,500 (includes \$5,500 for required ECHO monument sign). \$2,500,000 will be paid by ECHO. The City would be responsible for 50% of the budget for a total of \$2,505,500, which includes \$625,000 land value for a portion of our match. The remaining will be encumbered in cash.

**RECOMMENDATION**

It is recommended that the City Council approve Resolution 2024-04 to commit 50% of the project funding for the Alexander Island Park project.

**IMPLEMENTATION**

Upon approval the Parks and Recreation Department will submit the application to Volusia County and move forward with the project.

**ATTACHMENTS**

Attachment A: Resolution 2024-04

**RESOLUTION NO 2024-04**

**A RESOLUTION OF THE CITY OF DeBARY, VOLUSIA COUNTY, FLORIDA CONFIRMING SUPPORT FOR THE ECHO GRANT APPLICATION FOR ALEXANDER ISLAND PARK LOCATED AT 720 FT. FLORIDA ROAD, DeBARY, FLORIDA, 32713; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** In 2020, the voters of Volusia County approved the Volusia ECHO initiative which provides grants to not-for-profits, municipalities and county departments; and

**WHEREAS,** The program provides grant funds for projects that enhance the quality of life in Volusia County by insuring the availability of environmental, cultural, historical and outdoor recreational opportunities; and

**WHEREAS,** City staff has reviewed and prepared the grant application for the fiscal year 2023-2024; and

**WHEREAS,** the proposed project for the ECHO Application known as Alexander Island Park which is located at 720 Ft. Florida Road; and.

**WHEREAS,** the total cost of this phase is \$5,005,500 of which we are asking for \$2,500,000 in ECHO funds. The 1:1 match of \$2,505,500 is made up of \$1,880,500 unencumbered cash match; and \$625,000 of land match.

**WHEREAS,** should the total project costs exceed the budgeted amount, said funds shall be paid out of the existing contingency in the general fund.

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

**SECTION 1.** The City Council of the City of DeBary does hereby support the ECHO Grant Application for Alexander Island Park.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY COUNCIL  
CITY OF DeBARY**

\_\_\_\_\_  
**Karen Chasez, Mayor**

\_\_\_\_\_  
**Annette Hatch, CMC (RMLO), City Clerk**





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

<b>Subject:</b> Award for Bid Number 02-2024 Bill Keller Park Pavilion	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Jason Schaitz Parks and Recreation Director	
<b>Meeting Hearing Date</b> 5/15/2024	

**REQUEST**

The Parks and Recreation Department is requesting the City Council award RFP 02-2024 Bill Keller Park Pavilion project to Custom Construction Solutions, Inc. for the amount of \$58,000 plus a 6% contingency in the amount of \$3,480 for a total cost of \$61,480.

**PURPOSE**

The request for award is needed at this time to ensure we meet the project timeline. This project is to be completed within 180 days of the notice to proceed. A notice to proceed will be issued upon approval.

**CONSIDERATIONS**

The FY 23/24 CDBG funds were earmarked for the Bill Keller Park Pavilion in the amount of \$60,259. No other funds were budgeted for this project and all bids received were over the budgeted amount. Due to this, the Parks and Recreation department is taking on the demolition of the pavilion so save costs towards the project.

RFP 02-2024 was advertised in the Daytona Beach News Journal on Sunday, March 31st. The bid documents were available at that time on the City of DeBary website and Vendorlink. A mandatory Pre-Bid meeting was held on April 10th in which 8 contractors were represented. An addendum to the bid was sent to all contractors in attendance on April 16th by City staff to answer any questions brought up at the Pre-Bid Meeting. Five sealed bids were submitted to the City by the April 24<sup>th</sup> deadline. Custom Construction Solutions, Inc. was the lowest responsive and responsible bid and met all the requirements set forth in the RFP.

**COST/FUNDING**

The cost of the project was approved in the FY 23/24 budget in the amount of \$62,225, however CDBG reduced our allocation to \$60,259.

## **RECOMMENDATION**

It is recommended the Council award Bid Number 02-2024 to Custom Construction Solutions, Inc in the amount of \$61,480.

## **IMPLEMENTATION**

Upon approval, a Letter of Award and Notice to Proceed will be issued to Custom Construction Solutions, Inc. and we will move forward with the project.

## **ATTACHMENTS**

Attachment A: RFP 02-24 Bill Keller Pavilion Contract  
Attachment B: Custom Construction Solutions Bid  
Attachment C: RFP 02-24 Bid Tabulation  
Attachment D: COI - Custom Construction Solutions  
Attachment E: Preliminary Pavilion Drawing



## **CONTRACT FOR BILL KELLER PARK ADA PICNIC PAVILION**

This Contract for Bill Keller Park ADA Picnic Pavilion (the "Contract") is entered into on this 15<sup>th</sup> day of May, 2024 by and between the City of DeBary, a Florida municipal corporation whose address is 16 Colomba Road, DeBary, FL 32713 (the "CITY") and Custom Construction Solutions, Inc., a Florida corporation whose address is 1819 Marsh Rd, DeLand, FL 32724 (the "CONTRACTOR").

**WHEREAS**, the CITY procured Bill Keller Park ADA Picnic Pavilion pursuant to that certain Request for Proposals # 02-24 (hereinafter the "RFP"); and

**WHEREAS**, CITY selected CONTRACTOR to perform and CONTRACTOR desires to perform those services set forth in the RFP under the terms and conditions of this Contract.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

### **ARTICLE 1— SCOPE OF SERVICES & GENERAL TERMS**

1.1 As an independent contractor, CONTRACTOR shall perform those services for CITY as described in the RFP, which is incorporated herein by this reference and made a part of this Contract. All such work shall be completed within 180 days of contract execution, unless the CITY grants an extension in its sole discretion. Demolition of existing pavilion shall be completed by the CITY.

1.2 The CITY shall have the right to perform reviews at any time of all designated areas for services listed within the RFP and/or this Contract. Further, the CITY shall have the right to conduct a cumulative review of the CONTRACTOR's work at any time to assure sufficient quality of work.

1.3 The CITY shall have the right to determine the frequency, schedule, and times of CONTRACTOR'S services, which may be altered at any time during the duration of the Contract in the CITY' s discretion.

1.4 The CITY may, at any time and for any reason, direct the CONTRACTOR to suspend work (in whole or in part) under this Contract. Such direction shall be in writing, and shall specify the period during which services shall be stopped. The CONTRACTOR shall resume work under this Contract upon the date specified, or upon such other date as the CITY may thereafter specify in writing. The suspension or delay of work, whether caused or not caused by the actions or inactions of the CITY, shall not give rise to any claim by the CONTRACTOR against the CITY.

1.5 The CITY, without invalidating the Contract, may order extra work or make changes in the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any extension of time caused thereby shall be adjusted at the time of ordering

such change. All such changes shall be agreed to and recorded as a "Contract Change Order" or some other written form in the CITY's discretion. The City Manager or designee shall have authority to make minor changes in work not involving extra cost and not inconsistent with the purpose of the work but otherwise, except in an emergency endangering life or property, no extra work or substantial change shall be made unless covered by a "Contract Change Order" or similar executed writing. No claim for an addition to the Contract sum shall be valid unless so provided in writing. Before becoming effective, all Change Orders and similar instruments must be signed by all parties indicated. If the CONTRACTOR claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he/she shall give the City Manager or designee written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of emergency endangering life or property. In all cases the CONTRACTOR shall keep a correct account of the extra cost in such form as the City Manager or designee may direct and shall present such account supported by receipts to the City Manager or designee. The CITY shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

1.6 The CITY reserves the right to contract with any person or firm other than the CONTRACTOR for any or all extra work. The CONTRACTOR's attention is called to the fact that he/she/it shall be entitled to no claim for damages for anticipated profits on any portion of work or extra work for which the CITY may contract with another party.

1.7 In the event of a conflict between a term of this Contract and the RFP, this Contract shall control to the extent of the conflict.

1.8 The City Manager, the City Manager's designee, and the DeBary City Council shall have the authority to exercise any right or authority granted to the CITY under this Contract.

## **ARTICLE 2 —PRICE AND PAYMENT**

2.1 The CITY shall pay the CONTRACTOR for services actually rendered based on the prices set forth in the CONTRACTOR'S proposal, THE AMOUNT BEING \$58,000.00, and/or any other price schedule agreed to by the parties (the "Price Schedule"). The CONTRACTOR will bill the CITY only for completed work, and only once a month.

2.2 Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed, approved, and paid by the appropriate department of the CITY on a monthly basis provided that services have been rendered satisfactorily and in conformity with this Contract. All invoices shall indicate the area(s) where the work was performed and any supporting documentation as the CITY may require in its discretion. Deficiencies in the services performed, as determined by the CITY in its sole discretion, may result in the withholding of payment until such deficiencies are corrected to the CITY's satisfaction.

2.3 If at any time there shall be evidence of any lien or claim for which the CITY might become liable and which is chargeable to the CONTRACTOR, the CITY shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the CITY has already paid to the CONTRACTOR all sums due under this contract or the balance remaining unpaid is insufficient to protect the CITY, the CONTRACTOR and his Surety shall be liable to the City for any loss so sustained.

2.4 The project is grant funded through Volusia County CDBG. The City reserves the right to withhold payment draws if it has been determined by Volusia County CDBG that the contractor is not in compliance.

### **ARTICLE 3 - TERMINATION**

3.1 In the event of a breach by either party of this Contract, the non-breaching party may terminate the Contract upon fifteen (15) days written notice and opportunity to cure to the other party, or such longer period as may be reasonably necessary given the nature of the breach.

3.2 In the event of termination by either party, the CITY shall forthwith pay the CONTRACTOR in full for all work previously authorized and actually performed to the CITY's satisfaction prior to the notice of termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation hereunder in the event of termination by either party in accordance with the provisions of this article. Final payment may be made contingent upon the CONTRACTOR delivering to the CITY a complete release of all liens and documentation evidencing that all sums due third parties arising out of this Contract, including subcontractors, materials, and supplies, have been paid in full.

3.3 The obligations of the CITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of DeBary. Notwithstanding any other provision of the RFP or this Contract to the contrary, the CITY's performance of obligations under this Contract for each and every fiscal year beyond the fiscal year when this Contract is executed shall be subject to discretionary annual appropriation by the CITY's City Council of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, this Contract shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the CITY.

### **ARTICLE 4 — PERSONNEL/EQUIPMENT**

4.1 The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

4.2 All of the services required by this Contract shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services.

4.3 Personnel employed either directly or indirectly by the CONTRACTOR that are deemed to be incompetent, inept or unfit to perform the work for any reason in the opinion of the CITY shall be promptly removed from the work under this Contract. Failure of the CONTRACTOR to remove such personnel may result in the termination of this Contract by the CITY.

### **ARTICLE 5 - SUBCONTRACTING**

5.1 The Contractor shall not subcontract this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety. The City reserves the right to accept the CONTRACTOR's use of a subcontractor or to reject the selection of a particular subcontractor, and to review any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

5.2 If a subcontractor fails to perform, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

### **ARTICLE 6 - FEDERAL AND STATE TAX**

6.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The CONTRACTOR shall not be exempt from paying sales tax to their suppliers for materials to fulfill

contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's Tax Exemption Number in securing such materials.

6.2 The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 7 — PROTECTION OF PROPERTY & CLEANUP**

7.1 The CONTRACTOR shall be responsible for ensuring that no work performed by the CONTRACTOR under this Contract or by any of its employees, agents, or subcontractors causes any damage to personal or real property, whether publicly or privately owned, in the vicinity of the work. The CONTRACTOR shall be responsible for repairing or causing to be repaired any and all such damage to personal or real property caused by work performed under this Contract.

7.2 The CONTRACTOR shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security or structures are needed the CONTRACTOR will provide such at its expense. The CONTRACTOR shall post warning signs as necessary with respect to any hazards created by the work being done under this Contract.

7.3 The CONTRACTOR shall anticipate and educate itself regarding all underground obstructions such as water lines, gas lines, sewer lines, utility lines, and any other public or private facility, concrete, or debris. In all cases where existing utility lines or other facilities may be interfered with or impacted by the work, the CONTRACTOR shall provide notice to the owner(s) of such utilities/facilities and shall take measures to ensure that no unauthorized interference with the utilities/facilities occurs. The CITY shall not be responsible for extra payment related to the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind, shall be repaired or restored promptly by and at the expense of the CONTRACTOR.

7.4 The CONTRACTOR shall at all times protect all trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The CONTRACTOR must contact the CITY to obtain tree removal permits for the removal of any tree.

7.5 In matters of restoration, all materials, construction and workmanship shall be subject to approval by the CITY. No changes in size, shape, configuration, location, materials or construction shall be made without prior written authorization from the CITY. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the CONTRACTOR and shall reflect the prices as stated in the bid schedule, unless otherwise authorized by the CITY.

7.6 No interruption of ingress and/or egress to private property shall be made unless the CONTRACTOR has made prior arrangements acceptable to the owner of the affected property

7.7 The CONTRACTOR shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations" and any other applicable regulation or law.

7.8 Upon completion or termination of the work the CONTRACTOR shall, as directed by the CITY, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the CONTRACTOR will be removed before leaving the area. All areas will be raked to

remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the CONTRACTOR. In the event of his/her failure to do so, the CITY at the expense of the CONTRACTOR may do the same, and his/her Surety shall be responsible therefore.

## **ARTICLE 8 — INSURANCE & PERFORMANCE BOND**

- 1 Prior to commencement of its Work, the Contractor shall furnish to City, policies of insurance and appropriate certificates evidencing that the below described insurance is in force and fully paid. All insurance policies and certificates provided for hereunder shall become a part of this Contract and the policies and insurance company issuing same must be acceptable to City. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:
  - 1.1 Commercial General Liability (CGL) with limits of insurance not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
    - 1.1.1 If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
    - 1.1.2 CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
    - 1.1.3 City, Owner, and all other parties required by the City and/or by the Owner Contract, shall be included as additional insureds on the CGL, the endorsement used must provide a scope of coverage equivalent to or broader than the ISO CG 20 10 and 2037 forms. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Insurance must be primary and non-contributory.
    - 1.1.4 Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured through the longer of the applicable statute of limitations or repose period for construction defects and products liability claim in the state where the Work is performed after completion of the Work.
  - 1.2 Automobile Liability
    - 1.2.1 Business Auto Liability with limits of at least \$1,000,000 each accident.
    - 1.2.2 Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
    - 1.2.3 City, Owner and all other parties required of the City shall be included as additional insureds on the auto policy.
  - 1.3 Commercial Umbrella
    - 1.3.1 Umbrella limits must be at least \$1,000,000.
    - 1.3.2 Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
    - 1.3.3 Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.
  - 1.4 Workers' Compensation and Employers Liability
    - 1.4.1 Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
    - 1.4.2 Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
    - 1.4.3 Where applicable, the Maritime Coverage Endorsement shall be attached to the

policy.

1.5 Builder's Risk Insurance

1.5.1 The City and/or Owner may pay for and/or maintain a Builder's Risk Insurance policy insuring the Work against damages and loss by fire, storm, theft, and other such causes from which the Contractor shall receive his pro-rata share in the event of a loss. However, the City assumes no responsibility for any loss excluded from Builder's Risk Insurance, or for payment of any deductibles regardless of whether the City or Owner paid for or provided the Builder's Risk Insurance. If the Owner or City has not purchased insurance satisfactory to Contractor, Contractor may, as its sole option and expense, purchase and maintain a policy insuring its Work against damages and loss by fire, storm, theft and other such causes to protect the interest of the Contractor.

2 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Contractor's Work. Attached to each Certificate of Insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. City's receipt of Contractor's proof of insurance as required above at the beginning of the Project, and at any other time that the insurance required by the Contract Documents is required to be in place, is an express condition precedent to Contractor's right to commence work and Contractor's right to payment at any time.

3 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Contractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Contractor.

4 These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If Contractor receives notice that any of its insurance carriers intend to cancel, non-renew, or materially change any of the policies required to be maintained by the Contract for any reason, it must immediately give written notice of the same to City. Furthermore, if Contractor cancels, non-renews, or materially changes any of the policies required to be maintained by the Contract for any reason, it must give written notice to City thirty (30) days in advance of such changes becoming effective. The use of "Leased Employees" or a Professional Employer Organization to administer Workers' Compensation shall expressly constitute a material change. Contractor's failure at any time to have insurance coverage of the types and amounts listed herein is a material breach of contract and a default justifying termination of this Contract.

5 Waiver of Subrogation. Contractor waives all rights against City, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Contractor's commercial general liability, commercial umbrella liability, business auto liability or Workers' Compensation and employers liability insurance maintained per requirements stated above.

6 It is expressly agreed and understood by and between Contractor and City that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to City and that any other insurance carried by City shall be excess of all other insurance carried by the Contractor and shall not contribute with the Contractor's insurance. Contractor further agrees to provide endorsements on its insurance policies that shall state the foregoing; however, Contractor's failure to provide such endorsement shall not affect Contractor's agreement hereunder.

7 Bonds are required as defined in Exhibit "A" of this Contract. If required, bonds must be for the total amount of this Contract. We require the bonding company to have an A.M. Best Financial Strength Rating of A- or better, a Financial Size of V or greater, and listed in the Department of the Treasury's Listing of Certified Companies. Bonds will only be accepted on the forms attached hereto and incorporated herein as Exhibit "F". The cost to supply the bonds is included in the Contract Amount.

**ARTICLE 9 - Indemnification, Hold Harmless, and Worker's Compensation**

9.1 Contractor hereby indemnifies and holds the City of DeBary and its officials, employees, representatives, and agents harmless from and against any and all claims, disputes, lawsuits,



injuries, damages, construction liens, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to acts, omissions, negligence, misrepresentations or defaults of Contractor and/or Contractor's employees, agents, officers, representatives, and subcontractors related to this Agreement.

9.2 To the extent that Contractor does not have worker's compensation insurance coverage, Contractor hereby warrants and represents that Contractor is not required to have such coverage under Florida law or any other law. Failure to carry worker's compensation insurance where required by law shall constitute a material breach of this Agreement. Contractor's indemnification and hold harmless obligations under subsection (a) of this section expressly include but are not limited to any and all claims by any injured employee of Contractor, regardless of the merits of such claim. None of Contractor's employees, agents, officers, representatives, or subcontractors shall be considered employees of the City for purposes of worker's compensation or for any other purpose.

9.3 This section survives termination, expiration, and/or completion of this Agreement.

### **ARTICLE 10 — VENUE & LIQUIDATED DAMAGES**

10.1 This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue shall be in a court of proper jurisdiction in Orange County, Florida.

10.2 If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the CONTRACTOR shall pay to the CITY fixed, agreed and liquidated damages in the amount of Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed, unless the CITY waives such in writing.

### **ARTICLE 11— PUBLIC RECORDS**

11.1 In accordance with Section 119.0701(2), Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain all records related to performance of services under this Contract.
- (b) Upon request from the CITY' s custodian of public records, provide the CITY 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 this chapter 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 public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records related to the performance of services under this Contract. If the CONTRACTOR transfers all public records to the CITY 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 CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- (e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Annette Hatch, DeBary City Clerk, 16 Colomba Road, DeBary, Florida 32713; Email — [ahatch@debary.org](mailto:ahatch@debary.org); Telephone — (386) 601-0219.**

#### **ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP**

12.1 The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

12.2 The CONTRACTOR does not have the power or authority to bind the CITY to any promise, agreement or representation made to or with a third party.

#### **ARTICLE 13 - ACCESS AND AUDITS**

13.1 The CONTRACTOR shall maintain adequate records documenting all charges, expenses, and costs incurred in performing the work under this Contract for at least three (3) years after completion of this Contract. The CITY or its duly authorized representatives shall have access to such books, records, and documents for the purpose of inspection, audit, excerpts and transcription during normal business hours, at the CITY's expense, upon five (5) days written notice.

#### **ARTICLE 14 - NONDISCRIMINATION**

14.1 The CONTRACTOR, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of services to the CITY under this Contract, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this subsection, the CITY shall have the right to terminate this Contract effective immediately.

#### **ARTICLE 15 - COMPLIANCE WITH LAWS**

15.1 The CONTRACTOR and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to work performed under this Contract, or to the wages paid by the CONTRACTOR to its employees. The CONTRACTOR shall also require, by contract, that all subcontractors shall comply with the provisions of this Article.

15.2 It shall be the CONTRACTOR's responsibility to implement all construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection, City of DeBary, and/or Volusia County. Any violation of the City of DeBary Regulations, Volusia County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations by CONTRACTOR's subcontractors shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials which are shown on the plans as completed structures. The CONTRACTOR shall provide MSDS sheets to the City Manager or his/her designee on all applicable materials before applying those materials. The CONTRACTOR shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site. The CONTRACTOR shall abide by all rules and regulations set forth and required by any applicable MS4 NPDES Permit.

## **ARTICLE 16 — MISCELLANEOUS**

16.1 Assignment and Delegation. The CITY and the CONTRACTOR bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Contract in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONTRACTOR shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Contract without the prior written consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONTRACTOR attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement immediately as a breach of Contract by the CONTRACTOR and a failure by the CONTRACTOR to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Contract.

16.2 Severability. If any terms or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract shall not be affected, and every other term and provision of this Contract shall continue to be valid and enforceable to the extent permitted by law.

16.3 Non-waiver. Any failure by either party to require strict compliance with any provision of this Contract shall not be construed as a waiver of such provision, and such party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so. Nothing contained in this Contract shall be considered or deemed a waiver of the CITY's sovereign immunity.

16.4 Rights and Remedies Cumulative. The rights and remedies of the parties provided for under this Contract are in addition to any other rights and remedies provided by law.

16.5 Waiver of Consequential Damages. In no event shall the CITY be liable for any indirect, incidental, special or consequential damages or delay damages, including loss of profits, loss of revenue, or loss of use, or cost of cover incurred by CONTRACTOR or any third parties arising out of this Contract and/or concerning the performance of services under this Contract.

16.6 Immunity from Construction Liens. CONTRACTOR acknowledges and agrees that the CITY is a Florida municipality, and as such, the CITY's public property and the work site(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes. CONTRACTOR and its sub-contractors shall not file or record claims of lien or any other liens against any project or property owned by the CITY. CONTRACTOR hereby agrees to indemnify, defend and hold the CITY harmless from all liens filed by

CONTRACTOR and/or its sub-contractors and all others claiming a lien related to this Contract against any project, work or property owned by the CITY.

16.7 Entire Agreement. Respecting the subject matter hereof, this Contract contains the entire agreement of the parties and their representatives and agents, and supersedes all prior negotiations, agreements, understandings, representations, and promises, whether oral or written, related to matters covered by this Contract.

16.8 Contact Information. Each party's address for purposes of written notice under this Contract shall be the address provided in the introduction paragraph of this Contract, except that either party may change its address upon notice of such to the other party.

16.9 Contract Non-exclusive. This Contract is non-exclusive, and CITY shall have the right to enter into contracts with other parties to perform the same or similar services, or any other services.

16.10 Licenses. The CONTRACTOR shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services or Work as described herein. This shall include a notice to commence work letter by the CITY and the applicable fee, if required. Any subcontractor hired by the CONTRACTOR must submit proof of relevant licensure to the CITY. The CONTRACTOR shall require all subconsultants and subcontractors to comply by contract with the provisions of this subsection.

16.11 Headings. The headings of the articles, paragraphs, and provisions of this Contract are for the purpose of convenience only, and shall not be deemed to expand, limit, modify, or contribute to the meaning of the provisions contained in such articles, paragraphs, and provisions.

16.12 Timeliness. The CITY and the CONTRACTOR acknowledge and understand that time is of the essence in this Contract, and work performed hereunder shall be performed in as expeditious a manner as may be in accord with the nature of such work.

16.13 Warranty. Neither the final certificate or acceptance of the work, or occupancy by the CITY shall constitute an acceptance of work not done in accordance with this Contracts or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is agreed to by the parties. The CITY shall give notice of observed defects with reasonable promptness.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have made and executed this Contract as of the date last executed by the parties (the "Effective Date").

CITY COUNCIL OF THE

CONTRACTOR

City of DeBary, Florida

Custom Construction Solutions

Contractor Name

\_\_\_\_\_  
Karen Chasez, Mayor

[Signature]  
Signature

\_\_\_\_\_  
Attest: Annette Hatch, City Clerk

Louis Caruso President

Print Name / Title

\_\_\_\_\_  
Date

5-7-24  
Date

CITY OF DEBARY

BILL KELLER PARK PICNIC PAVILION

DEBARY, FLORIDA

BID NO 02-2024

BID ITEM NO.	FDOT ITEM NO.	ITEM DESCRIPTION	ESTD. QTY.	UNIT	TOTAL PRICE (FIGURES)
1	21-01	DEMOLITION	1	LS	\$ 15,000 <sup>00</sup>
2	21-02	CONCRETE PAVILION PAD AND NECESSARY WALKS FOR ACCESS	1	LS	\$ 15,000 <sup>00</sup>
3	21-03	RCP 14' X 24' MODEL # RHS 1424-CUS PAVILION AND INSTALLATION	1	LS	\$ 40,000 <sup>00</sup>
4	21-04	BAHIA SOD	1	LS	\$ 3,000 <sup>00</sup>
<b>BID TOTAL</b>					<b>\$ 73,000<sup>00</sup></b>

## PROPOSAL

The City of DeBary, FL  
16 Colomba Road  
DeBary, FL 32713

Submitted April 17 , 2024

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the work and that from personal knowledge and experience, or that it has made sufficient test holes and/or other subsurface investigations to fully satisfy itself that such site is a correct and suitable one for this work and it assumes full responsibility therefore; that it has examined the Drawings and Specifications for the work and from its own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and it has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, ~~Bid Security or Bid Bond, Contract, separate Performance and Payment Bonds~~, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the opening of bids, and that it has satisfied itself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of DeBary, Florida in the form of the contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and, if required, ~~furnish satisfactory separate one hundred percent (100%) Performance and Payment Bonds therefore,~~ within ten (10) consecutive calendar days after written notice being given by the City of the award of the Contract, and the undersigned agrees that in case of failure on its part to execute the said Contract and the Contract Bond within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying its bid and the money payable thereon shall be paid to the City of DeBary, Florida as liquidation of damages sustained by the City; otherwise; the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Contract Bond is filed.

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

The undersigned hereby declare that Custom Constructon Solutions Inc has examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of:

**BILL KELLER PARK — ADA PICNIC PAVILION  
BID No. 02-24**

for which bids were advertised to be received until **Wednesday April 24, 2024 at 10 A.M.** and further declare Custom Constructon Solutions Inc will furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.



Work shall be completed as specified in its entirety for the total amount of:

\$ 73,000<sup>00</sup>  
(Use Numbers)

\$ Seventy - Three thousand Dollars and Zero Cents  
(Use Words) (Use Words)

At the following unit prices: See Bid Form Sheets

I certify that work shall be completed as specified in its entirety within **ONE HUNDRED EIGHTY DAYS ( 180 )** calendar days of Notice to Proceed.

The City reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be of the best interest of the City. Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No. 1 Dated: 4/16/20 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Attached hereto is a cashier's check on the N/A  
\_\_\_\_\_ Bank of \_\_\_\_\_  
\_\_\_\_\_ or Bid Bond for the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), made payable to the City of DeBary, Florida.

Louis Casuso L.S.

(Name of Bidder) (Affix Seal)

[Signature] L.S.

(Signature of Officer)

VP L.S.

(Title of Officer)

Federal Employer Identification Number 27-1725451

Address: 1819 Marsh Road

City: Deland State: Florida Zip: 32724

Phone: ( ) 386-566-2472 Fax: ( ) \_\_\_\_\_

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

**Name of the executive who will give personal attention to the work:**

Louis Caruso

**Attach list of subcontractors as required by Article 7 of Instruction to Bidders.**

— END OF PROPOSAL —

**Must be included with Bid Proposal**

**LIST OF MAJOR SUBCONTRACTORS**

<b>Name</b>	<b>Address</b>	<b>Services to be Supplied</b>
None		

**Must Be Included in Bid Proposal**

**EVIDENCE OF EXPERIENCE AND FINANCIAL STATUS**

Project Description	Owner's Name & Address	Value of Project
Sanford Sidewalks	DDS Enterprises LLC 463 Shaw Lake Road Pierson, FI 32180	131,000
Orange City Sidewalks	B&B Outdoor 117 W Palmetto Av Pierson, FI 32180	125,000
Pratt av. Mechanic Shop	Intercoastal Welding and Design 400 Old Daytona Road Deland, FI 32724	98,000
NSB "barndominium"	5N Building Solutions 6749 Lake Winona Road Deleon Springs, FI 32130	165,000

CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I, Louis Caruso, am the Vice President and the duly authorized representative of the firm Custom Constructon Solutions Inc whose address is 1819 Marsh Road Deland, FI, and that I possess

- the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the City of DeBary, nor has any outstanding past due debt to the City of DeBary, Florida; and,
4. The City of DeBary reserves the right to disqualify submitted proposals upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the competitive bidding process as required by law, upon the part of the Respondent(s), the City's Professional Consultant(s) or any City employee(s) who may, or may not, be involved in developing submitted bid specifications and/or firm submitted bid schedules. Multiple submitted bids from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the City's Professional Consultant(s) or City employees. Contractors involved in developing a competitive bid specification or Contractors with knowledge of competitive bid specifications prior to the advertisement shall be disqualified from participating in the competitive bidding process.

EXCEPTIONS (List)

Signature: [Handwritten Signature]

Printed Name: Louis Caruso

Firm Name: Custom Constructon Solutions Inc

Date: 04/17/2024

STATE OF FLORIDA
COUNTY OF Volusia

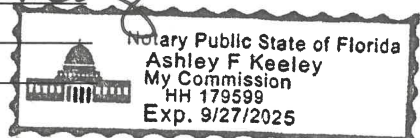
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization,
This 17 day of April, 2020 by Louis Caruso, who is personally known to me or who has produced as identification.

NOTARY PUBLIC - STATE OF (affix seal)

Type or print name: Ashley F Keeley

Commission No.:

Commission Expires:



NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF Florida )

COUNTY OF Volusia )

I, Louis Caruso, being duly sworn, deposes and says that:  
(Printed Name)

1. He/she is Vice President of Custom Constructor Solutions Inc,  
(Title) (Firm/Company)

the respondent that has submitted the attached response.

2. He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

3. Such solicitation is genuine and is not a collusive or sham solicitation.

4. Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of DeBary, Florida, or any person interested in the proposed Agreement.

5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

[Signature]  
(Signature)

Vice President  
(Title)

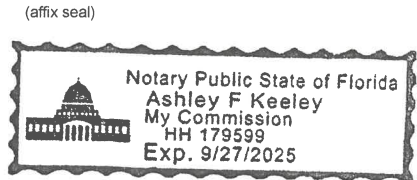
STATE OF FLORIDA

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization,

This 17 day of April, 2020 by Louis Caruso, who is **personally** known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: Ashley F Keeley  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**DRUG-FREE WORKPLACE AFFIDAVIT**

The undersigned Respondent, in accordance with Florida Statute 287.087 hereby certifies that

Custom Constructon Solutions Inc does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

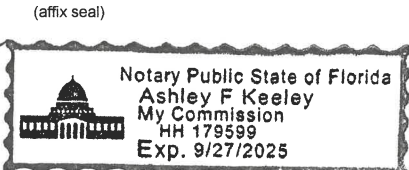
[Signature]  
(Signature)

Vice President  
(Title)

STATE OF FLORIDA  
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization,  
This 17 day of April, 2020 by Louis Caruso, who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: Ashley F Keeley  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



## PUBLIC ENTITY CRIMES

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Debarry

by Louis Caruso - VP  
(Printed Name and Title)

for Custom Constructon Solutions Inc  
(Firm / Company)

whose business address is 1819 Marsh Road Deland, FI

and (if applicable) its Federal Employer Identification Number FEIN is 27-1725451 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



**PUBLIC ENTITY CRIMES**


6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

LC Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

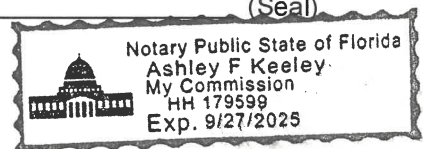
**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

  
\_\_\_\_\_  
(Signature)  
04/17/2024  
\_\_\_\_\_  
(Date)

COUNTY OF Volusia STATE OF Florida

Sworn to and subscribed before me this 17 day of April, 2024, by Louis Caruso, who is **personally** known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: Ashley F Keeley  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)



**PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS**

Successful Respondent agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Successful Respondent shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Successful Respondent shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Successful Respondent shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Successful Respondent shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Successful Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Successful Respondent fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Successful Respondent shall comply fully with the requirements of Florida Statutes 119.0701.

Respondent/Firm Name: Custom Constructon Solutions Inc

By: *Louis Caruso* Title: VP

Print: Louis Caruso Date: 04/17/2024

CERTIFICATION STATEMENT

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Custom Constructon Solutions Inc

(Firm/Company Name)

Louis Caruso

04/17/2024

(Signature and Date)

Louis Caruso - VP

(Name and Title)

***The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>***

**PROHIBITION AGAINST CONTINGENT FEES**

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

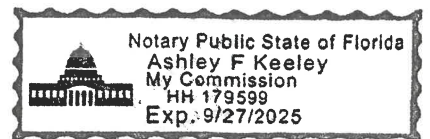
The respondent, Custom Constructon Solutions Inc, warrants that he or she has not employed or  
(Name)

retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

COUNTY OF Volusia STATE OF Florida

Sworn to and subscribed before me this 17 day of April, 2024, by  
Laura Garcia, who is **personally** known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: Ashley F Keeley  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)



Acceptance of Proposal Terms and Conditions

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document or as negotiated pursuant thereto. The signature(s) below in this **Acceptance of Proposal Terms and Conditions** are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

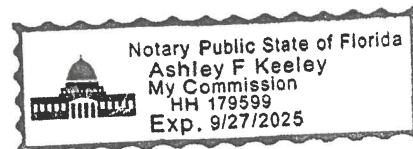
Respondent/Firm Name: Custom Constructon Solutions Inc

By: Louis Caruso  Title: VP

Print: Louis Caruso - VP Date: 04/17/2024

COUNTY OF Volusia STATE OF Florida  
Sworn to and subscribed before me this 17 day of April, 2024, by  
Louis Caruso, who is **personally** known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF  
Type or print name: Ashley F Keeley  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)



**Truth-in-Negotiations Certification**

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

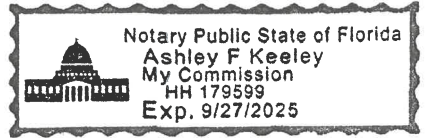
Respondent/Firm Name: Custom Constructon Solutions Inc

By:  Title: VP

Print: Louis Caruso Date: 04/17/2024

COUNTY OF Volusia STATE OF Florida  
Sworn to and subscribed before me this 17 day of April, 2024, by  
Louis Caruso, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name: Ashley F Keeley  
Commission No.: \_\_\_\_\_  
Commission Expires \_\_\_\_\_ (Seal)



**Addendum Receipt Acknowledgement Certification**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No.   1   Dated:   04/16/2024  

Addendum No.            Dated:                   

Addendum No.            Dated:                   

Addendum No.            Dated:                   

Respondent/Firm Name:   Custom Constructon Solutions Inc  

By:   *Louis Caruso*   Title:   VP  

Print:   Louis Caruso   Date:   04/17/2024

## OFFICERS AND SIGNIFICANT STAKEHOLDERS

Failure to list all officers and significant stakeholders of the business may prevent the proposal / offer from being considered for award.

### BUSINESS OFFICERS

President:

Name: \_\_\_\_\_ Kelly Caruso \_\_\_\_\_

Address: \_\_\_\_\_ 1819 Marsh Road Deland, Fl \_\_\_\_\_

Vice President:

Name: \_\_\_\_\_ Louis Caruso \_\_\_\_\_

Address: \_\_\_\_\_ 1819 Marsh Road Deland, Fl \_\_\_\_\_

Secretary:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer:

Name: \_\_\_\_\_

Address: \_\_\_\_\_



## SIGNIFICANT STAKEHOLDERS

A significant stakeholder means any person, corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any legal entity that has a ten percent (10%) or more equity in the business.

Name \_\_\_\_\_ N/A \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

USE ADDITIONAL PAGES TO ADD ALL NAMES AND ADDRESSES.



County of Volusia  
 Community Assistance  
 121 W. Rich Avenue  
 DeLand, FL 32720



**Section 3 Business Concern Certification**

**This document must be completed and returned from the primary bidder with their bid submission.** Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award. This document may be required from all sub-contractors prior to project award as well.

Project Name: Biller Keller Park ADA Pavillion

Agency Name: Custom Construction Solution Inc

Contact person: Nick Shephard Title: PM

Address of business: 1819 Marsh Road Deland, FL 32724

Telephone number: 386-490-5631 Fax number: \_\_\_\_\_

E-mail address: Nick@ccsofflorida.com

Federal Employer Identification Number/SSN: 27-\*1725451

- Type of business:  
 (Check one)  Corporation  Sole Proprietorship  Partnership  Joint Venture
- Type of Contractor for project: (Check one)  Prime Contractor  Sub-Contractor
- Check where applicable and provide required documentation\*:
  - The business is **NOT** claiming a Section 3 Business Concern status.
  - The business **IS** claiming a Section 3 Business Concern status based on the following:
    - 51% or more of the business is owned and controlled by low- or very low-income persons  
**2023 AMI** → Maximum annual gross income for very low-income individual: \$ 27,100  
 Maximum annual gross income for low-income individual: \$ 43,350
    - Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers
    - 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

*\*To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

**I certify to the best of my knowledge that the information contained here within is true and correct.**

Print name: Louis Caruso

Signature:  Date: 04/17/2024

Title: VP

**NOTE:** Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.


Listing Card

VOL #23022310

EXPIRES 09/01/2024

THIS CERTIFIES **KADE JOSEPH RILEY BORN**  
**CUSTOM CONSTRUCTION SOLUTIONS INC**  
IS LICENSED AS A 01 CONSTRUCTION CONTRACT-CLASS A -  
CBC1533443  
IN THE COUNTY OF VOLUSIA, FLORIDA

BY

  
BUILDING OFFICIAL

VOLUSIA COUNTY CLCA



CUSTCON-01

ABAIRD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED provisions** or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Capital Partners Insurance</b> 298 S Nova Road, Suite F Ormond Beach, FL 32174	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(386) 672-2827</b>		FAX (A/C, No): <b>(386) 672-5156</b>
	<b>E-MAIL ADDRESS:</b> <b>info@capitalpartnersinsurance.com</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  <b>Custom Construction Solutions Inc</b> 1819 Marsh Road Deland, FL 32724	<b>INSURER A : Clear Blue Insurance Group</b>		<b>37745</b>
	<b>INSURER B : Ascendant Commercial Insurance</b>		
	<b>INSURER C : Florida Citrus Business &amp; Ind</b>		<b>15764</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
		<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			BGFL0028766700	9/4/2023	9/4/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			CA-65831-0	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
C	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			10667339-2023	9/4/2023	9/4/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>City of Debary</b> 16 Colomba Road Debary, FL 32713	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



CUSTCON-01

ABAIRD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2024

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Table with 2 main columns: PRODUCER (Capital Partners Insurance) and CONTACT INFORMATION (Phone, Fax, Email). A sub-table lists INSURER(S) AFFORDING COVERAGE with columns for INSURER NAME and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Table with 2 columns: CERTIFICATE HOLDER (County of Volusia) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof...)



**CITY OF DEBARY**  
**BID OPENING RESULTS**

Bid No. 02-2024

April 24, 2024

10:00 A.M.

**BILL KELLER PARK ADA PICNIC PAVILION**

Company	Bid Proposal Amount
Wataoung Company	\$ 99,000.00
Custom Construction Solutions	\$ 73,000.00
JC Stanford and Son	\$ 77,859.17
Bliss Products	\$ 89,570.00
AG Pifer	\$ 83,456.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$



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<b>PRODUCER</b> <b>Capital Partners Insurance</b> 298 S Nova Road, Suite F Ormond Beach, FL 32174	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (386) 672-2827</b> <b>FAX (A/C, No): (386) 672-5156</b> <b>E-MAIL ADDRESS: info@capitalpartnersinsurance.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Clear Blue Insurance Group</b>	<b>NAIC # 37745</b>
<b>INSURED</b>	
<b>Custom Construction Solutions Inc</b> 1819 Marsh Road Deland, FL 32724	<b>INSURER B : Ascendant Commercial Insurance</b> <b>INSURER C : Florida Citrus Business &amp; Ind</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

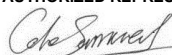
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>BGFL0028766700</b>	<b>9/4/2023</b>	<b>9/4/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>CA-65831-0</b>	<b>4/1/2024</b>	<b>4/1/2025</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>10667339-2023</b>	<b>9/4/2023</b>	<b>9/4/2024</b>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>City of Debary</b> 16 Colomba Road Debary, FL 32713	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**Model #: RHS1424-CUS**

**Design Criteria:** Structure is typically designed for a 30 lb live load and a 130 wind load capacity, but can be designed based on specific site requirements upon request. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

**Tubular Steel Columns and Beams:** Standard column dimension shall be 5" x 5" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 7" x 5" x 3/16" and purlins are between 6" x 4" x 3/16" to 5" x 3" x 1/8" depending on location. Steel sizes are preliminary and may change due to ongoing review and final engineering.

**Roofing:** Pre-cut 24 Ga. steel Medallion-Lok standing seam panels with 16" panel width, 1 3/4" high ribs and Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 7'-6". Attached to structural framing with concealed fasteners. Matching 24 Ga. trim included.

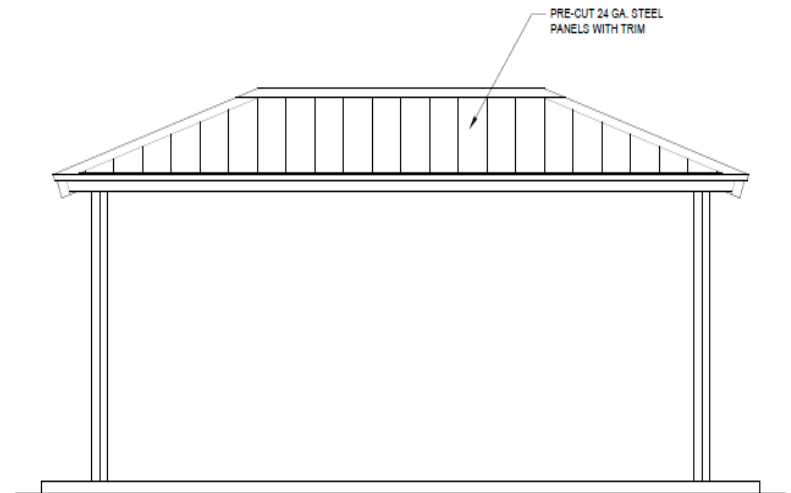
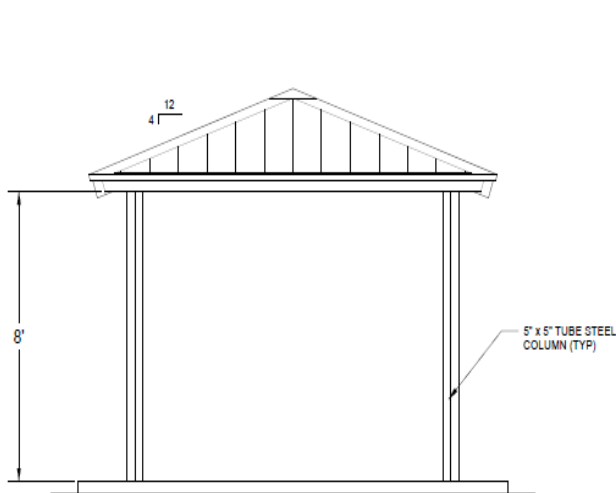
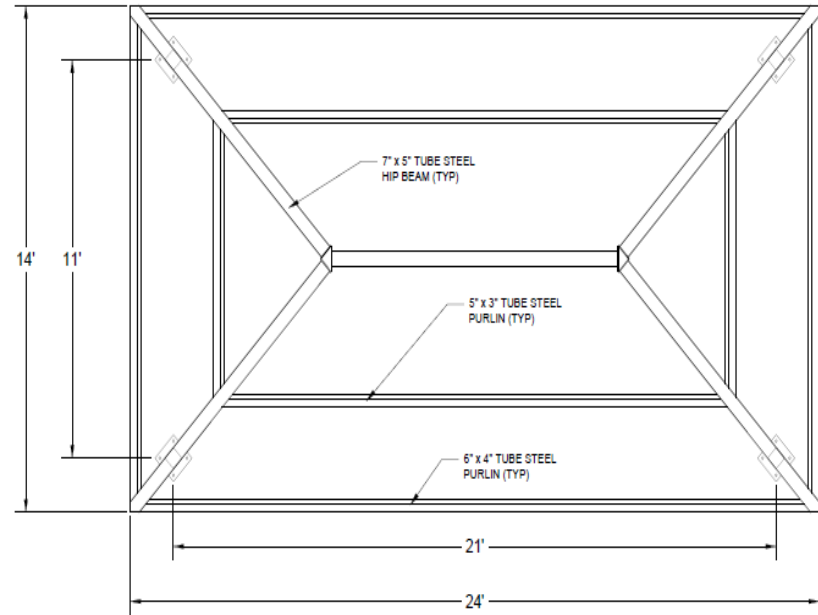
**Frame Finish:** All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

**Foundation:** All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

**Hardware:** All structural hardware and roofing fasteners shall be provided.

**Warranty:** 10 years against manufacturer defects.

**Not Included:** Concrete work of any kind, unloading of product and installation.



MODEL NUMBER	RHS1424-CUS	SHOW WITH STANDARD OPTIONS	REFERENCE DRAWING	DRAWING NO.	DATE
DESCRIPTION	14x24 Custom Rect Hip Shelter		DATE:	REV:	1-20-24
Possible Options:	<input type="checkbox"/> 29ga METAL ROOF <input type="checkbox"/> METAL PANEL SHIMS <input type="checkbox"/> STANDING SEAM ROOF <input type="checkbox"/> STEEL COLUMNS <input type="checkbox"/> CRIPPLE SHEATHING <input type="checkbox"/> CUSTOM ROOF PITCH <input type="checkbox"/> CUPOLA	<input type="checkbox"/> LIGHTING PROTECTION <input type="checkbox"/> 2 HIBR ROOF <input type="checkbox"/> CUPOLA	DATE:	DATE:	SHEET:
					1 OF 1





## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Holiday Event Dates Discussion	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Jason Schaitz Parks and Recreation Director	
<b>Meeting Hearing Date</b> 5/15/24	

### REQUEST

The Parks and Recreation Department is requesting the City Council discuss and give direction on holiday event dates for the upcoming 2024 holiday season.

### PURPOSE

The request for discussion and direction on our holiday event dates is needed at this time so we can set the dates in our program and event calendar for next fiscal year.

### CONSIDERATIONS

The Tree Lighting Ceremony traditionally falls on the first Saturday of December while the Christmas Parade falls on the second Sunday in December. This is one of the rare years where they both fall on the same weekend. We are recommending we keep them on separate weekends and hold the Tree Lighting on December 7<sup>th</sup> while the Parade will be on December 15<sup>th</sup>.

The late December dates along with a late Thanksgiving the week prior has implications on the Winter Walk of Lights event as well. Traditionally, this event kicks off after our Tree Lighting Ceremony on the first Saturday in December. We would not be able to start the event that late this upcoming year as it would run into the week of Christmas making it tough to staff and breakdown the event at the end of the season. Due to this, we recommend running Winter Walk of Lights December 2<sup>nd</sup> – December 16<sup>th</sup>.

Our 2024 holiday season will wrap up with our awards ceremony on December 18<sup>th</sup>.

### COST/FUNDING

The cost of the events is approved in our department special event budget.

### IMPLEMENTATION

Upon approval, we will set the dates and begin planning the events early this upcoming Fall.

**ATTACHMENTS**

Attachment A - Holiday Event Calendar 2024

# December 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Little Rookies Reg Dodgeball Start Reg Y Kickball Start Reg Tumbling Start Reg	Pickleball	4	5 End Chili Reg.	6	7 Tree Lighting and Chili Cook Off
Winter Walk of Lights Dec 2-Dec 16						
8	9 End Parade Reg. End Light Contest Reg.	10 Pickleball	11	12 Santa & Mrs. Claus is Coming to DeBary	13 Light Contest Judging Movie In The Park	14
Winter Walk of Lights Dec 8-Dec 16						
15 Christmas Parade Light Contest Judging	16	17 Santa & Mrs. Claus is Coming to DeBary Pickleball	18 Parade & Light Awards	19	20	21
Winter Walk of Lights Dec 2-16						
22	23 Open Field Night	24 Pickleball	25	26	27	28
WINTER BREAK						
29	30 Open Field Night	31 Pickleball				
WINTER BREAK						