

AGENDA
BUSHNELL CITY COUNCIL
REGULAR CITY COUNCIL MEETING
117 EAST JOE P. STRICKLAND, JR. AVENUE
OCTOBER 7, 2024
6:00 P.M.

CALL MEETING TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
WELCOME
ATTENDANCE ROLL CALL

CONSENT AGENDA

1. APPROVAL OF THE MINUTES FROM THE REGULAR CITY COUNCIL MEETING & FIRST BUDGET HEARING HELD ON SEPTEMBER 5, 2024.
2. APPROVAL OF THE MINUTES FROM THE SECOND AND FINAL PUBLIC BUDGET HEARING HELD ON SEPTEMBER 23, 2024.
3. APPROVAL OF THE FINANCIAL REPORTS.

CITIZEN'S FORUM (LIMITED TO 3 MINUTES PER PERSON)

NEW BUSINESS

1. SECOND AND FINAL READING OF ORDINANCE 2024-50, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF MAP 1-8 – 2045 FUTURE LAND USE CITY OF BUSHNELL, OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.
2. FIRST READING OF ORDINANCE 2024-51, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE CITY OF BUSHNELL LAND DEVELOPMENT REGULATIONS FEE SCHEDULE ALLOWING THE MANAGER OF THE CITY OF BUSHNELL TO WAIVE ANNEXATION FEES WITHIN THE AREA IN THE CITY OF BUSHNELL'S JOINT PLANNING AGREEMENT WITH SUMTER COUNTY; AND PROVIDING AN EFFECTIVE DATE.

3. FIRST READING OF ORDINANCE 2024-52, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE CITY BY VOLUNTARY ANNEXATION, REDEFINING THE BOUNDARIES OF THE CITY TO INCLUDE SUCH LANDS, AND PROVIDING AN EFFECTIVE DATE. PARCEL: N17H229 OWNER: SUMTER COUNTRY OAK HAMMOCK, LLC.
4. FIRST READING OF ORDINANCE 2024-53, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS HDR, HIGH DENSITY RESIDENTIAL, ON THE FUTURE LAND USE MAP; AND PROVIDING AN EFFECTIVE DATE. PARCEL: N17H229 OWNER: SUMTER COUNTRY OAK HAMMOCK, LLC.
5. FIRST READING OF ORDINANCE 2024-54, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS RSF-10, SINGLE-FAMILY HIGH DENSITY RESIDENTIAL, ZONING DISTRICT; AND PROVIDING AN EFFECTIVE DATE. PARCEL: N17H229 OWNER: SUMTER COUNTRY OAK HAMMOCK, LLC.
6. APPROVAL OF RESOLUTION 2024-05, A RESOLUTION OF THE CITY OF BUSHNELL, FLORIDA, GRANTING A VARIANCE TO THE SETBACK REQUIREMENTS TO PERMIT THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE WITHIN THE TWENTY FIVE (25') FOOT SETBACK AREA ON THE NORTH SIDE OF REAL PROPERTY LOCATED IN A RESIDENTIAL ZONED DISTRICT OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.
7. APPROVAL OF RESOLUTION 2024-06, A RESOLUTION OF THE CITY OF BUSHNELL, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
8. REQUEST FOR APPROVAL OF THE REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF BUSHNELL AND A.C.M.S., INC.
9. APPROVAL OF THE PERSONNEL POLICY CHANGE – ON-CALL, HOURS WORKED, OVERTIME, ETC.

INFORMATION

1. COUNCILWOMAN MARGE THIES – CITY OF BUSHNELL RECREATION ADVISORY COMMITTEE UPDATE.

CORRESPONDENCE

CITY CLERK REPORT AND REQUEST – CHRISTINA DIXON

1. ELECTION INFORMATION

CITY MANAGER/DIRECTOR OF PUBLIC WORKS REPORT AND REQUEST- MIKE EASTBURN

CITY ATTORNEY REPORT AND REQUEST – FELIX ADAMS

STAFF REPORT AND REQUEST:

CUSTOMER SERVICE AND INFORMATION SYSTEMS DIRECTOR – CHRISTINA SIMMONS

1. REMINDER: 2024 FALL FESTIVAL ON SATURDAY, OCTOBER 19TH IN THE BUSHNELL DOWNTOWN PARK.
2. REMINDER: DADE BATTLEFIELD HAUNTED EVENT ON FRIDAY & SATURDAY, OCTOBER 25TH AND 26TH AT THE DADE BATTLEFIELD HISTORIC STATE PARK.

DIRECTOR OF ZONING & CODE COMPLIANCE – KRISTIN GREEN

1. THE NEXT BACE MEETING TO BE HELD ON TUESDAY, OCTOBER 8, 2024 AT 5:30 P.M.

ASSISTANT CITY MANAGER/GRANT ADMINISTRATOR – MORGAN WILSON

ELECTRIC UTILITY DIRECTOR- RONALD STRICKLAND

FINANCE DIRECTOR – SHELLEY RAGAN

HUMAN RESOURCES DIRECTOR – RICARDO LAFONT

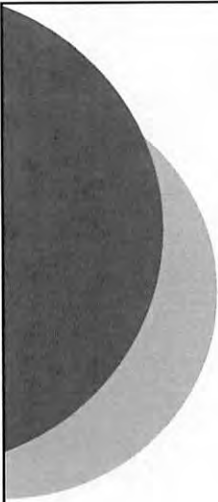
SUMTER COUNTY SHERIFF'S DEPARTMENT – LT. MICHAEL CASSIDY

CITY COUNCIL COMMENTS AND INFORMATION

DEPARTMENT REPORTS

ADJOURN REGULAR CITY COUNCIL MEETING

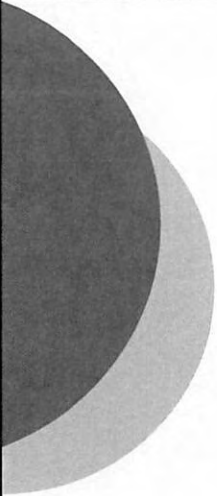
If any person decides to appeal any decision of the City Council, with respect to any matter considered at such meeting or hearing, he or she will need a record of such proceeding, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record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



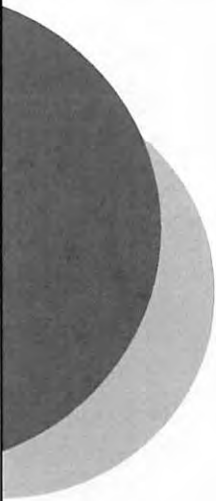
BUSHNELL CITY COUNCIL

**REGULAR CITY
COUNCIL MEETING
OCTOBER 7, 2024
6:00 P.M.**

**COUNCIL CHAMBERS
117 E. JOE P. STRICKLAND, JR.
AVENUE**



CONSENT AGENDA



CONSENT AGENDA

ITEM # 1

*APPROVAL OF THE MINUTES FROM THE
REGULAR CITY COUNCIL MEETING &
FIRST BUDGET PUBLIC HEARING
HELD ON SEPTEMBER 5, 2024.*

MINUTES
BUSHNELL CITY COUNCIL
REGULAR CITY COUNCIL MEETING & FIRST BUDGET HEARING
117 EAST JOE P. STRICKLAND, JR. AVENUE
SEPTEMBER 5, 2024
6:00 P.M.

Mayor Simmons called the Meeting to order at 6:00 P.M. followed by the Invocation and The Pledge of Allegiance. Mayor Simmons welcomed all present and explained the manner in which to be heard during the meeting.

ROLL CALL PRESENT: Mayor Jessie Simmons Jr.
 Councilwoman Karen Davis
 Councilman Dale Swain
 Councilwoman Marge Thies
 Councilman Dale Barnes

ALSO PRESENT: Mike Eastburn, City Manager/Director of Public Works
 Morgan Wilson, Assistant City Manager/Grant Administrator
 Felix Adams, City Attorney
 Christina Dixon, City Clerk
 Lt. Michael Cassidy, Sumter County Sheriff's Office
 Kristin Green, Director of Zoning & Code Compliance
 Ricardo Lafont, HR Director

Mayor Simmons asked City Clerk, Christina Dixon to read the agenda items.

CONSENT AGENDA

1. APPROVAL OF THE MINUTES FROM THE BUDGET WORKSHOP AND SPECIAL MEETING (MILLAGE) HELD ON JULY 22, 2024.
2. APPROVAL OF THE MINUTES FROM THE REGULAR CITY COUNCIL MEETING HELD ON AUGUST 5, 2024.
3. APPROVAL OF THE FINANCIAL REPORTS.

Motion made by Councilman Swain, and seconded by Councilman Barnes, to approve the Consent Agenda. Motion carried 5/0.

CITIZEN'S FORUM (LIMITED TO 3 MINUTES PER PERSON)

Ann Marie Scripko, 2182 CR 543 Sumterville

Discussion Subject:

- Sumter County requiring property owners in the City's Joint Planning area to voluntary annex into the City before they can obtain a building permit from the County (City Attorney, Felix Adams informed the Council he has been made aware of the issue and it's under their legal review)
- Ms. Scripko is asking for annexation fees to be waived to move forward with the County's requirement (City Manager, Mike Eastburn stated it would be staff's recommendation to waive the annexation fees for individuals located in the City's Joint Planning area being required to voluntary annex to obtain a building permit)

Motion made by Councilman Barnes, and seconded by Councilwoman Thies, to approve the staff recommendation to waive the annexation fees for individuals located in the City's Joint Planning area being required to voluntary annex into the City to obtain a building permit from Sumter County. Motion carried 5/0.

Mildred Milligan, 322 S. Church Street

Discussion Subject:

- Discussions regarding closed roads in or around her property located in the City (Mr. Eastburn informed Ms. Milligan the City does not have any plans to reopen any of the closed roads in that area, and any disputes regarding property lines would be between the property owners)
- Oak Street is a platted road in the area, and is not closed. Any disputes regarding property lines would be a civil matter per Mr. Adams

PRESENTATIONS

1. CITY OF BUSHNELL FISCAL SUSTAINABILITY AND ASSET MANAGEMENT PLAN FOR THE CITY'S UTILITY SYSTEM IMPROVEMENTS BY JUSTIN DEMELLO, PE, WOODARD & CURRAN.



Drinking Water Asset Management Plan Summary Presentation



City Council Meeting
September 5, 2024



Agenda

- ▶ Review of Drinking Water Asset Management Plan
 - Approve Asset Management Plan



Asset Management Plan



Drinking Water Recommendations Summary

Project Description	Construction	Engineering	Construction Engineering and Inspections	Legal, Fiscal, and Administrative	Total Project Cost
WTP 1 Upgrades (Alternative 3B)	\$839,000	\$76,000	\$31,000	\$23,000	\$969,000
WTP 2 Upgrades (Alternative 3B)	\$1,092,000	\$99,000	\$40,000	\$30,000	\$1,261,000
Connect Sumterville and Bushnell via New Water Main (0.50 Miles Bushnell Paid) (Alternative 4F)	\$1,163,000	\$106,000	\$42,000	\$32,000	\$1,343,000
Distribution System Improvements (Alternatives 1B, 2C, 6B)	\$3,160,000	\$284,400	\$113,760	\$85,320	\$3,643,480
Recommended Plan Total	\$6,254,000	\$565,400	\$226,760	\$170,320	\$7,216,480



Drinking Water Capital Improvement Plan Summary

The City established a 5-year Capital Improvement Plan (CIP) for the 2023-2028 fiscal years. The CIP recommends approximately \$10M in upgrades and repairs to the drinking water system at Bushnell. The CIP adopted by the City in September 2023 is summarized Table ES-1. The full details of the CIP are included in Appendix A.

Table ES-1-1: 2022-2027 Budgeted Capital Improvement Plan Summary

Department	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Water	\$1,012,054	\$1,585,000	\$4,175,290	\$2,815,290	\$373,620	\$39,000



Asset Management Plan

- ▶ Requesting aid to fund projects
- ▶ Asset Management Plan commits the City to:
 - Maintain funded assets by:
 - Training Staff
 - Performing proactive maintenance
 - Reviewing and Revising Asset Management Plan Annually
 - Continuing to maintain and refine 5-Year CIP
- ▶ Adopting the Asset Management Plan and Making the Commitment will:
 - Meet the State of FL DEP Asset Management and US EPA Sustainability Goals
 - Position the City for Grant and Principal Forgiveness through FDEP SRF Program
 - Position the City for Interest Rate Reduction on loan portion of project



Thank you! Questions?

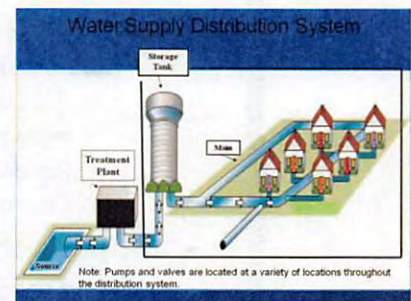
Justin deMello
Sr. Principal
jdemello@woodardcurran.com



Alternatives Evaluation: Bushnell Issue #1, Distribution System Capacity

- ▶ Certain sections of Bushnell's distribution system are undersized.
 - Alternative 1: No action
 - Alternative 2: Replace certain sections of water mains to serve future growth
 - Alternative 3: Replace water mains to serve future growth and improve hydraulic capacity

Selected Alternative: Alternate #2, "Replace certain sections of water mains to serve future growth"



Alternatives Evaluation: Bushnell Issue #2, Lead Services

- ▶ Certain sections of Bushnell's distribution system have lead components.
 - Alternative 1: No action
 - Alternative 2: Replace Lead Services Where They Exit on Pipe Planned for Replacement
 - Alternative 3: Replace All Lead Services to Meet Lead & Copper Rule

**Selected Alternative: Alternate #3,
"Replace All Lead Services to Meet
Lead & Copper Rule"**



Woodard & Curran

Alternatives Evaluation: Bushnell Issue #3, Water Treatment Plants – Ageing Infrastructure and Capacity Limitations

- ▶ Certain equipment at the Water Treatment Plants (WTPs) #1 and #2 has exceeded its life expectancy or is undersized to meet future capacity
 - Alternative 1: No Action
 - Alternative 2: Replace Necessary Equipment at WTP #1 and #2 to Meet Reasonable Growth
 - Alternative 3: New Bushnell Well Water Source

**Selected Alternative: Alternate #2,
"Replace Necessary Equipment at WTP #1
and #2 to Meet Reasonable Growth"**



Woodard & Curran

Alternatives Evaluation: Sumterville Issue #1, System Capacity to Meet Peak Water Demands

- ▶ Certain equipment at the Sumterville WTP is undersized to meet peak demands
 - Alternative 1: No Action
 - Alternative 2: New Elevated Water Storage Tank
 - Alternative 3: New Ground Storage Tank
 - Alternative 4: New Well Near Existing WTP
 - *Alternative 5: New Well Outside Existing WTP*
 - Alternative 6: Connect Bushnell and Sumterville Water Systems

Selected Alternative: Alternate #6, "Connect Bushnell and Sumterville Water Systems"



Alternatives Evaluation: Sumterville Issue #2, Water Quality Issues

Sumterville has experienced water quality issues-

- Alternative 1: No Action
- Alternative 2: Chlorine Dioxide System
- Alternative 3: New Sumterville Well Source
- Alternative 4: Organic Carbon Treatment at WTP
- Alternative 5: Connect Bushnell and Sumterville Water Systems



Selected Alternative: Alternate #5, "Connect Bushnell and Sumterville Water Systems"

Selection of This Alternative Addresses both Sumterville Water Capacity and Water Quality Issues!



Drinking Water Recommendations Summary

	Report Section	Construction ¹	Engineering ²	Construction Engineering and Inspection ³	Legal, fiscal, and administrative ⁴	Total Project Cost
WTP 1 Upgrades (Alternative 3B)	Section 4.3.2.8	\$ 839,000	\$ 76,000	\$ 31,000	\$ 23,000	\$ 969,000
WTP 2 Upgrades (Alternative 3B)	Section 4.3.2.8	\$ 1,092,000	\$ 99,000	\$ 40,000	\$ 30,000	\$ 1,261,000
Sumterville WTP Upgrades (Alternative 4D)	Section 4.4.4.8	\$ 3,823,000	\$ 348,000	\$ 139,000	\$ 104,000	\$ 4,414,000
Distribution System Improvements (Alternatives 1B, 2C, 6B)	Section 4.1.2.10; Section 1.2.3.10; Section 4.6.2.8	\$ 3,160,000	\$ 316,000	\$ 126,400	\$ 94,800	\$ 3,697,200
Additional Planning Recommendations	Section 6.6	\$ 434,500	\$ 39,500	-	\$ 11,850	\$ 485,850
Recommended Plan Total		\$ 9,348,500	\$ 878,500	\$ 336,400	\$ 263,650	\$ 10,827,050

1. Construction Opinion of Probable Costs (OPC) includes 10% Contingency.

2. Engineering is estimated to be 10% of the Construction OPC.

3. Construction Engineering and Inspection is estimated to be 4% of the Construction OPC and includes construction administration and inspection for listed projects.

4. Legal, fiscal, and administrative costs are estimated to be 3% of the Construction OPC.



2. CITY OF BUSHNELL AMERICAN RESCUE PLAN ACT SPENDING PLAN UPDATE BY JUSTIN DEMELLO, PE, WOODARD & CURRAN.

ARPA

Current Proposed Spending Plan

City of Bushnell American Rescue Plan Act (ARPA) Spending Plan

Appropriation	Project Title	Original Budget	Proposed Budget	Spent as of 7/11/24	Notes
Project 1	Concrete Tankage	\$90,000	\$102,000	\$326,510.83	Project In Progress
Project 2	GIS Mapping	\$50,000	\$0	\$0	Reallocated Funds
Project 3	Regionalization Planning	\$40,000	\$0	\$0	Reallocated Funds
Project 4	Force Main Emergency	\$350,000	\$502,000	\$521,025.31	Project Complete
Project 5	Disinfection By-Product	\$300,000	\$300,000	\$287,600.00	Project Complete
Project 6	DW/CW Facility Plans	\$500,000	\$139,500	\$0.00	Reallocated Funds
Project 7	SCADA Improvements	\$100,000	\$100,000	\$100,000.00	Project Complete
Administration	Admin/Audit	\$95,653	\$95,653	\$7,132.00	*likely less than budgeted
Addl. Purchases	Other Purchases	\$68,564	-		*see below
New Addl. Project Expenses					
Project 8	CR48 FM Repair	-	\$216,174	\$216,173.53	Project Complete
Project 9	LS Repairs and Upgrade	-	\$116,288	\$116,287.52	Project Complete
Project 10	Additional T&M Charges	-	\$22,602	\$19,487.81	*misc. additional T&M Charges
Total Appropriation		\$1,594,217	\$1,594,217	\$1,594,217.00	

Presentations presented by Justin Demello, Principal Engineer- Woodard & Curran.

Motion made by Councilman Barnes, and seconded by Councilwoman Thies, to read New Business Items 1-13 by title only. Motion carried 5/0.

NEW BUSINESS

1. SECOND AND FINAL READING OF ORDINANCE 2024-34, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS MFHD, MULTI-FAMILY HIGH DENSITY RESIDENTIAL, ON THE FUTURE LAND USE MAP; AND PROVIDING AN EFFECTIVE DATE. PARCEL: N04-072 OWNER: KATHRYN VICCHIULLO SEUFERT

Motion made by Councilman Barnes, and seconded by Councilman Swain, to pass Ordinance 2024-34 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

2. SECOND AND FINAL READING OF ORDINANCE 2024-35, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS A RMF-15, MULTIPLE FAMILY HIGH DENSITY RESIDENTIAL, ZONING DISTRICT; AND PROVIDING AN EFFECTIVE DATE. PARCEL: N04-072 OWNER: KATHRYN VICCHIULLO SEUFERT

Motion made by Councilwoman Thies, and seconded by Councilman Barnes, to pass Ordinance 2024-35 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

3. SECOND AND FINAL READING OF ORDINANCE 2024-41, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE CITY OF BUSHNELL CODE OF ORDINANCES, SPECIFICALLY CHAPTER 2, ADMINISTRATION, ARTICLE II, OFFICERS AND EMPLOYEES, DIVISION 1, GENERALLY, SECTION 2-19, DEPARTMENT HEADS, TO REPEAL SECTION 2-19, DEPARTMENT HEADS IN ITS ENTIRETY; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Vice-Mayor Davis, and seconded by Councilman Swain, to pass Ordinance 2024-41 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

4. SECOND AND FINAL READING OF ORDINANCE 2024-42, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE CITY OF BUSHNELL CODE OF ORDINANCES, SPECIFICALLY AMENDING CHAPTER 27, UTILITIES, ARTICLE V, UTILITIES: RATES AND CHARGES, DIVISION 4, SEWER, SECTION 27-700, SEWER RATES, BY AMENDING THE E-1 LIFT STATION RATE, SEWER RATES EFFECTIVE OCTOBER 1, 2024; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Councilman Barnes, and seconded by Vice-Mayor Davis, to pass Ordinance 2024-42 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

5. SECOND AND FINAL READING OF ORDINANCE 2024-43, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE CITY OF BUSHNELL CODE OF ORDINANCES, SPECIFICALLY AMENDING CHAPTER 27, UTILITIES, ARTICLE V, UTILITIES: RATES AND CHARGES, DIVISION 4, SEWER, SECTION 27-700, SEWER RATES, BY ADOPTING A RECLAIMED WATER RATE EFFECTIVE OCTOBER 1, 2024; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Councilman Barnes, and seconded by Vice-Mayor Davis, to pass Ordinance 2024-43 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

6. SECOND AND FINAL READING OF ORDINANCE 2024-44, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS G-COMM, GENERAL COMMERCIAL, ON THE FUTURE LAND USE MAP; AND PROVIDING AN EFFECTIVE DATE. PARCEL: N16-012 OWNER: C-476 INVESTMENTS, LLC.

Motion made by Councilwoman Thies, and seconded by Vice-Mayor Davis, to pass Ordinance 2024-44 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

7. SECOND AND FINAL READING OF ORDINANCE 2024-45, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS C-3, GENERAL BUSINESS ARTERIAL, AND PROVIDING AN EFFECTIVE DATE. PARCEL: N16-012 OWNER: C-476 INVESTMENTS, LLC.

Motion made by Vice-Mayor Davis, and seconded by Councilman Barnes, to pass Ordinance 2024-45 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

8. SECOND AND FINAL READING OF ORDINANCE 2024-46, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS LDR, LOW DENSITY RESIDENTIAL, ON THE FUTURE LAND USE MAP; AND PROVIDING AN EFFECTIVE DATE. PARCEL: N17-055 OWNER: C-476 INVESTMENTS, LLC.

Motion made by Vice-Mayor Davis, and seconded by Councilwoman Thies, to pass Ordinance 2024-46 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

9. SECOND AND FINAL READING OF ORDINANCE 2024-47, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS RSF-1, SINGLE-FAMILY LOW DENSITY RESIDENTIAL, AND PROVIDING AN EFFECTIVE DATE. PARCEL: N17-055 OWNER: C-476 INVESTMENTS, LLC.

Motion made by Councilwoman Thies, and seconded by Councilman Barnes, to pass Ordinance 2024-47 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

10. SECOND AND FINAL READING OF ORDINANCE 2024-48, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS G-COMM, GENERAL COMMERCIAL, ON THE FUTURE LAND USE MAP; AND PROVIDING AN EFFECTIVE DATE. PARCEL: N16-025 OWNER: C-476 INVESTMENTS, LLC.

Motion made by Councilman Barnes, and seconded by Vice-Mayor Davis, to pass Ordinance 2024-48 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

11. SECOND AND FINAL READING OF ORDINANCE 2024-49, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS C-2, GENERAL COMMERCIAL, AND PROVIDING AN EFFECTIVE DATE. PARCEL: N16-025 OWNER: C-476 INVESTMENTS, LLC.

Motion made by Vice-Mayor Davis, and seconded by Councilman Barnes, to pass Ordinance 2024-49 on the second and final reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

12. FIRST READING OF ORDINANCE 2024-50, AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF MAP 1-8 – 2045 FUTURE LAND USE CITY OF BUSHNELL, OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Councilman Barnes, and seconded by Councilwoman Thies, to pass Ordinance 2024-50 on the first reading. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

13. APPROVAL OF RESOLUTION 2024-02, A RESOLUTION OF THE CITY OF BUSHNELL, FLORIDA, APPROVING THE CITY OF BUSHNELL UTILITY FISCAL SUSTAINABILITY AND ASSET MANAGEMENT PLAN; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Councilman Barnes, and seconded by Councilwoman Thies, to approve Resolution 2024-02, approving the City of Bushnell Utility Fiscal Sustainability and Asset Management Plan; authorizing the City Administrator to take all actions necessary to effectuate the intent of this Resolution; and providing for an effective date. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

14. REQUEST FOR APPROVAL OF AMENDMENTS TO THE CITY OF BUSHNELL PERSONNEL POLICY.

Motion made by Councilwoman Thies, and seconded by Councilman Barnes, to approve the request of amendments to the City of Bushnell Personnel Policy. Motion carried 5/0.

15. DISCUSSION REGARDING THE BACE (Board of Adjustment & Code Enforcement) BOARD VACANCY DUE TO THE RESIGNATION OF RUSTY MASK (NOMINATION MADE BY MAYOR SIMMONS).

Vacant

16. APPROVAL OF REVISED AND AMENDED DEVELOPER'S AGREEMENT BETWEEN THE CITY OF BUSHNELL, FLORIDA AND OLC VENTURES, LLC REGARDING ADDITIONAL PROJECTS AT PARADISE OAKS RV RESORTS (5-YEAR DEVELOPMENT PROJECTION).

Motion made by Councilwoman Thies, to table the item until the October meeting. Motion failed for a lack of a second.

Mr. Eastburn informed the Council the request is to renew the prior agreement.

Motion made by Councilman Barnes, and seconded by Councilman Swain, to approve the revised and amended Developer's Agreement between the City of Bushnell, Florida and OLC Ventures, LLC regarding additional projects at Paradise Oaks RV Resorts (5-Year Development Projection). Motion carried 5/0.

INFORMATION

1. COUNCILWOMAN MARGE THIES – CITY OF BUSHNELL RECREATION ADVISORY COMMITTEE UPDATE.

Councilwoman Thies

Discussion Subject: Park Updates

- Park committee meets every 3rd Thursday
- Next meeting will be August 19th at 10:00 AM
- The committee will be working on a presentation to document the Downtown Plaza Park progress from 2016 to current

CORRESPONDENCE

CITY CLERK REPORT AND REQUEST – CHRISTINA DIXON

1. ELECTION INFORMATION

City Clerk, Christina Dixon

Discussion Subject:

- Gave the election information update

CITY MANAGER/DIRECTOR OF PUBLIC WORKS REPORT AND REQUEST- MIKE EASTBURN

City Manager/Director of Public Works, Mike Eastburn

Discussion Subject:

- Staff recommendation for City Council to waive fees for future annexations of individuals in the City's Joint Planning area wishing to seek a building permit from the County (staff will work on compiling a form)

CITY ATTORNEY REPORT AND REQUEST – FELIX ADAMS

STAFF REPORT AND REQUEST:

CUSTOMER SERVICE AND INFORMATION SYSTEMS DIRECTOR – CHRISTINA SIMMONS

DIRECTOR OF ZONING & CODE COMPLIANCE – KRISTIN GREEN

1. NEXT BACE MEETING TO BE HELD ON TUESDAY, SEPTEMBER 10, 2024 AT 5:30 P.M.

Director of Zoning, Kristin Green

Discussion Subject:

- Reminder: BACE Meeting on Tuesday, September 10, 2024 at 5:30 P.M.

ASSISTANT CITY MANAGER/GRANT ADMINISTRATOR – MORGAN WILSON

ELECTRIC UTILITY DIRECTOR- RONALD STRICKLAND

FINANCE DIRECTOR – SHELLEY RAGAN

HUMAN RESOURCES DIRECTOR – RICARDO LAFONT

SUMTER COUNTY SHERIFF'S DEPARTMENT – LT. MICHAEL CASSIDY

Sumter County Sheriff's Department, Lt. Michael Cassidy
Discussion Subject:

- No Police Report due to Sheriff's Department computer system

CITY COUNCIL COMMENTS AND INFORMATION

DEPARTMENT REPORTS

ADJOURN REGULAR CITY COUNCIL MEETING

Motion made by Councilman Barnes, and seconded by Councilwoman Thies, to adjourn the City Council Meeting. Motion carried 5/0.

FIRST BUDGET PUBLIC HEARING

Mayor Simmons called the First Budget Public Hearing to order.

1. BUDGET CONTENT SUMMARY

Motion made by Councilman Barnes, and seconded by Vice-Mayor Davis, to approve the proposed 2024-2025 budget as presented. Motion carried 5/0.

2. CITIZEN INPUT

None

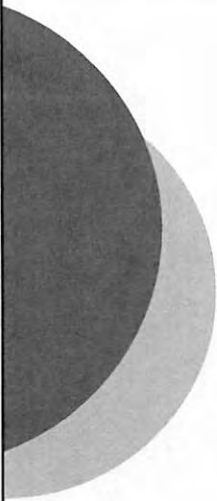
3. SCHEDULING OF THE SECOND AND FINAL BUDGET HEARING FOR SEPTEMBER 23, 2024 AT 6:00 P.M.

Motion made by Councilman Barnes, and seconded by Councilwoman Thies, to schedule the Second and Final Budget Hearing for September 23, 2024 at 6:00 P.M. Motion carried 5/0.

ADJOURN FIRST BUDGET PUBLIC HEARING

Motion made by Councilman Barnes, and seconded by Councilwoman Thies, to adjourn the First Budget Public Hearing. Motion carried 5/0.

If any person decides to appeal any decision of the City Council, with respect to any matter considered at such meeting or hearing, he or she will need a record of such proceeding, and that, for such purpose, he or 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. Fla. Stat. Sec.



CONSENT AGENDA

ITEM # 2

***APPROVAL OF THE MINUTES FROM
THE SECOND AND FINAL BUDGET
PUBLIC HEARING HELD ON
SEPTEMBER 23, 2024.***

MINUTES
BUSHNELL CITY COUNCIL
PUBLIC BUDGET HEARING
117 EAST JOE P. STRICKLAND, JR. AVENUE
SEPTEMBER 23, 2024
6:00 P.M.

Mayor Simmons called the Hearing to order at 6:00 P.M. followed by the Invocation and The Pledge of Allegiance. Mayor Simmons welcomed all present and explained the manner in which to be heard during the Hearing.

ROLL CALL PRESENT: Mayor Jessie Simmons Jr.
 Councilwoman Marge Thies
 Vice-Mayor Karen Davis
 Councilman Dale Swain
 Councilman Dale Barnes

ALSO PRESENT: Mike Eastburn, City Manager/Director of Public Works
 Christina Dixon, City Clerk
 Shelley Ragan, Finance Director

CITIZEN'S INPUT

NEW BUSINESS

1. RESOLUTION 2024-03, ADOPTING THE 2024 MILLAGE RATE.

City Clerk, Christina Dixon read the following:

“A Resolution of the City Council for the City of Bushnell, adopting a Millage Levy Rate for the Fiscal Year 2024-2025”.

- The taxing authority is the City of Bushnell
- The rolled-back rate is 3.3061 mills
- The percentage increase over the rolled-back rate is 0%
- The millage rate to be levied is 3.3061 mil

Motion made by Councilwoman Thies, and seconded by Councilman Barnes, to approve Resolution 2024-03, adopting the 2024 millage rate. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

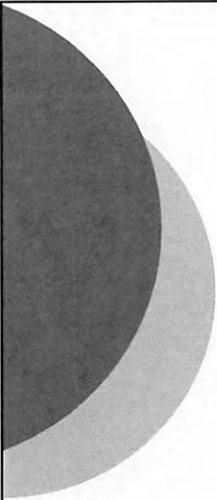
2. RESOLUTION 2024-04, ADOPTING THE 2024-2025 FISCAL YEAR BUDGET.

Motion made by Councilman Barnes, and seconded by Councilman Swain, to approve Resolution 2024-04, adopting the 2024-2025 Fiscal Year Budget. Roll call vote: Councilwoman Thies Yea, Councilman Barnes Yea, Vice-Mayor Davis Yea, Councilman Swain Yea, and Mayor Simmons Yea. Motion carried 5/0.

ADJOURN PUBLIC BUDGET HEARING

Motion made by Councilman Swain, and seconded by Councilman Barnes, to adjourn the Second and Final Public Budget Hearing. Motion carried 5/0.

If any person decides to appeal any decision of the City Council, with respect to any matter considered at such meeting or hearing, he or she will need a record of such proceeding, and that, for such purpose, he or 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. Fla. Stat. Sec. 286.0105



CONSENT AGENDA

ITEM # 3

APPROVAL OF THE FINANCIAL REPORTS.

**CITY OF BUSHNELL
SCHEDULE OF CHECKING ACCOUNTS**

<i>ACCOUNT NAMES</i>	Oct-23 11/27/2023	Nov-23 12/20/2023	Dec-23 1/22/2024	Jan-24 2/20/2024	Feb-24 3/19/2024	Mar-24 4/22/2024	Apr-24 5/20/2024	May-24 6/18/2024	Jun-24 7/19/2024	Jul-24 8/20/2024	Aug-24 9/20/2024
POOLED CASH											
General	6,160,562.14	6,798,036.39	7,114,175.40	7,086,974.95	7,704,708.76	7,638,614.90	7,526,127.61	8,191,636.01	8,154,665.89	8,216,958.30	8,700,415.78
Electric	2,517,991.40	2,724,077.92	2,573,104.12	2,691,567.96	2,808,864.68	2,881,264.85	3,108,931.13	3,187,829.94	3,061,626.61	3,106,153.48	3,154,351.97
Water	1,874,933.52	1,889,908.69	1,897,173.45	1,987,170.66	1,995,246.84	2,005,493.63	1,862,964.60	1,899,969.37	1,936,457.97	1,997,798.66	1,954,354.09
Wastewater	616,865.04	495,728.89	326,530.81	443,112.98	514,005.50	635,333.00	550,787.51	538,487.49	276,270.30	564,750.58	916,543.54
Sanitation	716,551.79	741,522.03	755,682.89	783,115.40	753,493.58	767,624.86	785,021.50	805,124.23	795,068.45	820,993.48	800,537.66
Cemetery	79,442.13	77,581.50	82,021.92	80,904.54	81,209.69	80,633.74	91,091.62	90,106.17	92,648.08	84,747.85	27,543.07
TOTAL POOLED ACCT BAL	11,966,346.02	12,726,855.42	12,748,688.59	13,072,846.49	13,857,529.05	14,008,964.98	13,924,923.97	14,713,153.21	14,316,737.30	14,791,402.35	15,553,746.11
RESTRICTED ACCOUNTS											
Regular Employee Pension Plan	4,378,718.36	4,378,718.36	4,726,238.78	4,987,797.25	4,987,797.25	5,244,038.26	5,244,038.26	5,244,038.26	5,124,048.88	5,193,375.93	5,310,048.57
Community Trust Fund Reserve Acct.	513,432.03	513,432.03	513,432.03	513,432.03	513,432.03	513,432.03	513,432.03	513,432.03	513,432.03	513,432.03	513,432.03
Community Trust Fund Council Committed	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57	1,358,618.57
League Fees	14,046.12	14,046.12	14,046.12	15,191.81	17,842.66	19,019.45	22,472.75	23,543.21	23,543.21	23,543.21	23,543.21
Other Special Event Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cemetery Cert of Deposits	408,953.01	408,953.01	408,953.01	408,953.01	408,953.01	408,953.01	408,953.01	408,953.01	408,953.01	408,953.01	408,953.01
Wastewater Bond Reserve Accts	2,887.96	2,887.96	2,887.96	2,887.96	2,887.96	2,887.96	2,887.96	2,887.96	2,887.96	2,887.96	2,887.96
Wastewater CRC Reserve Account	399,187.00	399,187.00	399,187.00	399,187.00	399,187.00	399,187.00	399,187.00	399,187.00	399,187.00	399,187.00	399,187.00
Water CRC Reserve Account	142,875.00	142,875.00	142,875.00	142,875.00	142,875.00	142,875.00	142,875.00	142,875.00	142,875.00	142,875.00	142,875.00
Water SRF Loan Debt Service Acct.	12,770.85	12,770.85	12,770.85	12,770.85	12,770.85	12,770.85	12,770.85	12,770.85	12,770.85	12,770.85	12,770.85
Water Bond Reserve Accts	2,636.25	2,636.25	2,636.25	2,636.25	2,636.25	2,636.25	2,636.25	2,636.25	2,636.25	2,636.25	2,636.25
Meter Deposit Account	830,539.62	834,375.21	830,712.45	834,730.73	851,008.56	848,193.98	865,741.40	858,801.98	887,481.99	889,441.46	890,891.14
Electric Rate Stabilization	77,987.82	77,987.82	77,987.82	77,987.80	77,987.82	81,786.17	81,786.17	81,786.17	81,786.17	81,786.17	81,786.17
TOTAL RESTRICTED BALANCE	8,142,652.59	8,146,488.18	8,490,345.84	8,757,068.26	8,775,996.96	9,034,398.53	9,055,399.25	9,049,530.29	8,958,220.92	9,029,507.44	9,147,629.76
STATE BOARD OF ADMINISTRATION											
Electric Pool A	134,023.21	134,644.54	135,284.89	135,924.83	136,523.82	137,164.09	137,786.55	138,428.15	138,428.15	139,701.88	140,352.33
Utility Tax Pool A	659.29	662.34	665.49	668.64	671.59	674.74	677.79	680.94	680.94	687.21	690.41
R & R Investment Pool A	324,410.84	325,914.83	327,464.83	329,013.85	330,463.71	332,013.53	333,520.18	335,073.20	335,073.20	338,156.29	339,730.75
TOTAL SBA ACCTS BAL	459,093.34	461,221.71	463,415.21	465,607.32	467,659.12	469,852.36	471,984.52	474,182.29	474,182.29	478,545.38	480,773.49
BALANCE FOR ALL ACCTS	20,568,091.95	21,334,565.31	21,702,449.64	22,295,522.07	23,101,185.13	23,513,215.87	23,452,307.74	24,236,865.79	23,749,140.51	24,299,455.17	25,182,149.36

City of Bushnell
AUGUST 2024 GENERAL FUND REVENUE-EXPENSE REPORT

09/20/2024
11:38 AM

Revenue Account Range: 001-311-1000 to 001-389-1000

Include Non-Anticipated: Yes

Year To Date As Of: 08/31/24

Expend Account Range: 001-1100-000-0000 to 001-8200-582-7213

Include Non-Budget: No

Current Period: 08/01/24 to 08/31/24

Print Zero YTD Activity: No

Prior Year: 08/01/23 to 08/31/23

<i>Description (Revenue)</i>	<i>Prior Yr Rev</i>	<i>Anticipated</i>	<i>Curr Rev</i>	<i>YTD Rev</i>	<i>Excess/Deficit</i>	<i>% Real</i>
TAXES- REAL & PERSONAL PROPERTY	311.74	747,771.00	14.30	737,388.07	10,382.93 -	99
LOCAL GOVERNMENT SALES SUR TAX - DISC	64,495.00	561,792.00	65,843.86	490,684.78	71,107.22 -	87
FRANCHISE TAX - ELECTRIC	2,334.86	18,452.00	6,619.06	34,649.56	16,197.56	188
CITY UTILITIES SERVICE TAX	59,356.22	633,548.00	56,688.05	510,697.25	122,850.75 -	81
UTILITY SERVICE TAX - ELECTRIC	2,250.53	19,514.00	7,696.24	42,394.72	22,880.72	217
COMMUNICATION SERVICE TAX	9,931.22	125,259.00	16,889.73	146,301.66	21,042.66	117
UTILITY SERVICE TAX - GAS	4,287.54	61,624.00	2,544.32	43,629.71	17,994.29 -	71
LAND DEVELOPMENT FEES	1,278.08	17,177.00	10,554.25	95,913.08	78,736.08	558
LAND DEVELOPMENT FEES - BUILDING PERM	37,552.22	82,530.00	16,773.60	82,753.57	223.57	100
SAFETY GRANT PROCEEDS	0.00	1,500.00	0.00	627.39	872.61 -	42
INSURANCE PROCEEDS	0.00	0.00	0.00	440.25	440.25	0
FRDAP GRANT PROCEEDS	0.00	300,000.00	0.00	0.00	300,000.00 -	0
CDBG GRANT PROCEEDS - HOUSING GRANT	0.00	700,000.00	0.00	0.00	700,000.00 -	0
DEP VULNERABILITY STUDY GRANT PROCEE	0.00	34,000.00	0.00	0.00	34,000.00 -	0
STATE REVENUE SHARING	35,713.08	148,568.00	21,242.78	131,978.37	16,589.63 -	89
MOBILE HOME LICENSES	140.25	6,795.00	327.61	8,210.39	1,415.39	121
ALCOHOL BEVERAGE LICENSES	48.94	3,822.00	0.00	3,789.66	32.34 -	99
STATE OF FL 7 CENT SALES TAX	24,784.28	244,250.00	21,409.67	236,545.98	7,704.02 -	97
STATE HIGHWAY SIGNAL AND LIGHTING MAINT	0.00	16,232.00	0.00	11,805.38	4,426.62 -	73
SUMTER CO. LOCAL OPTION FUEL TAX	11,390.95	143,245.00	12,413.40	104,820.20	38,424.80 -	73
SPECIAL EVENTS (FALL FEST)	17,155.00	24,287.00	13,755.00	34,405.00	10,118.00	142
OTHER SPECIAL EVENTS FEES	0.00	0.00	0.00	12,773.00	12,773.00	0
PARKS AND RECREATION LEAGUE FEE	10.00	6,595.00	0.00	10,047.50	3,452.50	152
FINES & FORFEITURES	675.31	12,198.00	328.27	7,594.73	4,603.27 -	62
POLICE EDUCATION	46.00	785.00	47.20	746.85	38.15 -	95

City of Bushnell
AUGUST 2024 GENERAL FUND REVENUE-EXPENSE REPORT

09/20/2024
11:38 AM

<u>Description (Revenue)</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
MISCELLANEOUS REVENUES	0.00	1,937.00	166.67	684.43	1,252.57 -	35
INTEREST	3,988.20	20,867.00	11,275.98	68,755.98	47,888.98	330
RENT - COMM BUILDING/BALL FIELDS	1,160.00	6,300.00	450.00	7,600.00	1,300.00	121
RENTAL - TOWER SPACE	3,433.33	41,200.00	3,536.33	34,986.82	6,213.18 -	85
COMMUNITY TRUST FUND FEES (ACMS)	0.00	2,098,966.00	660,911.25	1,854,048.94	244,917.06 -	88
GENERAL FUND Revenue Totals	280,342.75	6,079,214.00	929,487.57	4,714,273.27	1,364,940.73 -	77

<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
1100 LEGISLATIVE	1,749.46	36,867.00	2,251.65	29,365.59	7,501.41	80
1300 ADMINISTRATIVE	73,887.77	1,884,939.45	72,903.90	759,818.89	1,125,120.56	40
1400 LEGAL COUNCIL	2,010.75	25,553.00	2,129.38	23,423.18	2,129.82	92
2100 POLICE	66,805.34	651,989.00	54,315.76	597,473.36	54,515.64	92
2400 CODE COMPLIANCE	35,812.31	470,200.00	32,005.96	403,642.08	66,557.92	86
4100 STREET	25,853.32	565,997.00	124,006.26	448,180.39	117,816.61	79
7100 LIBRARY	172.41	1,930.00	172.41	1,916.63	13.37	99
7200 PARKS & RECREATION	35,860.06	1,007,583.00	40,597.37	409,950.81	597,632.19	41
7400 SPECIAL EVENTS	7,757.49	43,019.00	4,193.85	85,534.90	42,515.90 -	199
8200 REDEMPTION OF LONG TERM DEBT	0.00	234,832.00	0.00	221,634.31	13,197.69	94
GENERAL FUND Expenditure Totals	249,908.91	4,922,909.45	332,576.54	2,980,940.14	1,941,969.31	61

001 GENERAL FUND	Prior	Current	YTD
Revenues:	280,342.75	929,487.57	4,714,273.27
Expenditures:	249,908.91	332,576.54	2,980,940.14
Net Income:	30,433.84	596,911.03	1,733,333.13

City of Bushnell
AUGUST 2024 CEMETERY FUND REVENUE-EXPENSE REPORT

09/20/2024
11:40 AM

Revenue Account Range: 131-360-0000 to 131-389-1000

Expend Account Range: 131-3900-000-0000 to 131-3900-539-6400

Print Zero YTD Activity: No

Include Non-Anticipated: Yes

Include Non-Budget: No

Year To Date As Of: 08/31/24

Current Period: 08/01/24 to 08/31/24

Prior Year: 08/01/23 to 08/31/23

<u>Description (Revenue)</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
INTEREST	0.00	9,705.00	0.00	13,881.94	4,176.94	143
SALE OF CEMETERY LOTS	3,000.00	6,000.00	1,000.00	6,500.00	500.00	108
CONTRIBUTIONS	250.00	6,272.00	0.00	7,516.32	1,244.32	120
CASH CARRIED FORTH	0.00	73,051.00	0.00	0.00	73,051.00 -	0
CEMETERY FUND Revenue Totals	3,250.00	95,028.00	1,000.00	27,898.26	67,129.74 -	29

<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
CEMETERIES:	0.00	0.00	0.00	0.00	0.00	0
CONTRACTUAL SERVICES	910.00	28,578.00	3,529.41	19,567.19	9,010.81	68
POSTAGE AND FREIGHT	0.00	200.00	1.00	407.25	207.25 -	204
UTILITY SERVICES	229.01	3,000.00	234.49	2,518.36	481.64	84
REPAIR & MAINTENANCE	0.00	3,000.00	2,444.51	3,853.93	853.93 -	128
OTHER CURRENT CHARGES	0.00	50.00	0.00	186.88	136.88 -	374
OPERATING SUPPLIES	0.00	50.00	0.00	312.89	262.89 -	626
REPURCHASE OF LOTS	0.00	150.00	0.00	0.00	150.00	0
CAPITAL OUTLAY	0.00	60,000.00	50,000.00	56,329.50	3,670.50	94
CEMETERY FUND Expenditure Totals	1,139.01	95,028.00	56,209.41	83,176.00	11,852.00	88

131 CEMETERY FUND	Prior	Current	YTD
Revenues:	3,250.00	1,000.00	27,898.26
Expenditures:	1,139.01	56,209.41	83,176.00
Net Income:	2,110.99	55,209.41 -	55,277.74 -

City of Bushnell
AUGUST 2024 ELECTRIC FUND REVENUE-EXPENSE REPORT

09/20/2024
11:41 AM

Revenue Account Range: 410-314-1200 to 410-389-7000

Include Non-Anticipated: Yes

Year To Date As Of: 08/31/24

Expend Account Range: 410-4120-000-0000 to 410-4120-582-7320

Include Non-Budget: No

Current Period: 08/01/24 to 08/31/24

Print Zero YTD Activity: No

Prior Year: 08/01/23 to 08/31/23

<u>Description (Revenue)</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
CITY SURCHARGE	2,439.55	18,352.00	2,165.25	17,938.15	413.85 -	98
SAFETY GRANT PROCEEDS	0.00	1,500.00	0.00	2,319.23	819.23	155
RESIDENTIAL ELECTRIC SALES	131,611.64	1,269,804.00	151,225.86	1,182,286.65	87,517.35 -	93
P.C.A. RESIDENTIAL ELECT. SALES	66,117.79	653,214.00	27,651.25	290,007.41	363,206.59 -	44
COMMERCIAL NON-DEMAND SALES	133,637.69	1,356,313.00	163,925.49	1,323,511.68	32,801.32 -	98
P.C.A. COMM. NON-DEMAND SALES	68,834.81	678,458.00	30,550.35	343,376.86	335,081.14 -	51
COMMERCIAL KWH DEMAND SALES	206,431.89	1,738,419.00	245,661.96	2,071,551.59	333,132.59	119
P.C.A. COMMERCIAL KWH DEMAND SALES	139,994.75	1,525,514.00	59,995.69	713,112.34	812,401.66 -	47
HIGH LOAD CREDIT FACTOR	0.00	0.00	74.88 -	697.68 -	697.68 -	0
COMMERCIAL KW REVENUE	54,479.12	469,429.00	55,381.16	577,719.07	108,290.07	123
PRIVATE AREA LIGHTS	4,739.40	54,067.00	4,812.92	50,975.89	3,091.11 -	94
CONTRIBUTION IN AID OF CONSTRUCTION	0.00	0.00	8,669.38	9,024.13	9,024.13	0
PENALTIES AND RECONNECTS	3,473.09	44,556.00	4,335.05	27,127.94	17,428.06 -	61
MISCELLANEOUS REVENUES	30.00	360.00	30.00	5,416.96	5,056.96	***
MISCELLANEOUS - NSF FEE	120.00	260.00	20.00	420.00	160.00	162
MISC. REV. (SERVICE CHARGE)	0.00	275.00	0.00	0.00	275.00 -	0
MISC. REV. (POLE RENTAL)	14,476.02	17,279.00	14,941.38	27,886.98	10,607.98	161
INSTALLATION FEE	0.00	5,000.00	0.00	805.68	4,194.32 -	16
INTEREST	1,062.69	2,691.00	4,089.82	26,084.71	23,393.71	969
INTEREST SBA	2,141.78	19,111.00	2,224.91	23,820.83	4,709.83	125
INTEREST EARNED	0.00	0.00	0.00	2,144.40	2,144.40	0
ELECTRIC UTILITY FUND Revenue Totals	829,590.22	7,854,602.00	775,605.59	6,694,832.82	1,159,769.18 -	85

<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
ELECTRIC:	0.00	0.00	0.00	0.00	0.00	0

City of Bushnell
AUGUST 2024 ELECTRIC FUND REVENUE-EXPENSE REPORT

09/20/2024
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<i>Description (Expenditure)</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Current Expd</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
EXECUTIVE SALARIES	10,153.86	95,128.00	10,752.90	84,731.10	10,396.90	89
REGULAR SALARIES	58,814.01	501,428.00	59,587.84	487,482.35	13,945.65	97
ON CALL SALARIES	0.00	13,803.00	1,749.16	3,548.62	10,254.38	26
OTHER SALARIES, OT, HOLIDAY	1,171.45	9,026.00	2,753.63	17,896.73	8,870.73 -	198
SPECIFIED COMPENSATION	0.00	4,500.00	0.00	0.00	4,500.00	0
FICA TAXES	4,370.78	38,681.00	4,675.02	37,125.79	1,555.21	96
MEDICARE TAXES	1,065.23	9,046.00	1,094.36	8,770.61	275.39	97
FRS RETIREMENT CONTRIBUTION	0.00	0.00	3.80 -	11,478.23	11,478.23 -	0
REGULAR EMPLOYEE PENSION PLAN REPP	4,809.92	33,808.00	3,350.98	36,460.59	2,652.59 -	108
DEFERRED COMP-CITY SHARE	45.00	721.00	15.00	955.70	234.70 -	133
REGULAR EMPLOYEE DEFINED CONTRIBUTI	11.34 -	25,156.00	0.00	8,328.94	16,827.06	33
GROUP INSURANCE	5,304.61	79,073.00	6,882.10	72,782.97	6,290.03	92
GROUP INSURANCE (DEPENDENT)	1,110.89	22,514.00	1,893.58	26,730.95	4,216.95 -	119
GROUP INSURANCE (RETIREEES)	477.66	6,246.00	516.17	5,607.07	638.93	90
GROUP INSURANCE HRA	838.75	18,000.00	779.40	12,887.69	5,112.31	72
WORKMEN'S COMPENSATION INSURANCE	0.00	5,200.00	0.00	2,736.92	2,463.08	53
PROFESSIONAL SERVICES	0.00	10,000.00	0.00	3,599.28	6,400.72	36
ACCOUNTING & AUDITING	0.00	29,475.00	0.00	24,975.00	4,500.00	85
CONTRACTUAL SERVICES	72.01	170,572.00	699.06	165,450.77	5,121.23	97
IT SUPPORT CONTRACTS	2,981.71	39,238.00	272.25	25,591.71	13,646.29	65
TRAVEL PER DIEM	25.00	5,500.00	196.88	1,402.60	4,097.40	26
COMMUNICATION SERVICES	432.99	6,500.00	445.10	4,790.53	1,709.47	74
POSTAGE AND FREIGHT	879.03	6,500.00	974.23	8,740.72	2,240.72 -	134
UTILITY SERVICES	912.90	10,000.00	807.19	6,749.84	3,250.16	68
RENTALS	0.00	5,000.00	0.00	0.00	5,000.00	0
GENERAL INSURANCE	0.00	29,858.00	0.00	29,551.92	306.08	99
REPAIR & MAINTENANCE	31,055.75	78,000.00	3,661.26	31,541.10	46,458.90	40
OTHER CURRENT CHARGES	2,815.23	8,000.00	1,548.40	18,361.23	10,361.23 -	230

City of Bushnell
AUGUST 2024 ELECTRIC FUND REVENUE-EXPENSE REPORT

09/20/2024
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<i>Description (Expenditure)</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Current Expd</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
OFFICE SUPPLIES	157.35	500.00	0.00	311.12	188.88	62
OPERATING SUPPLIES	1,413.04	30,575.00	2,021.79	33,569.02	2,994.02 -	110
IT OPERATING SUPPLIES	19.98	4,230.00	26.47	1,669.69	2,560.31	39
OPERATING SUPPLIES - FUEL	1,559.02	16,000.00	1,553.70	15,005.19	994.81	94
SMALL TOOLS AND EQUIPMENT	33.99	10,000.00	4,131.56	12,373.44	2,373.44 -	124
SAFETY EQUIPMENT	640.00	7,000.00	0.00	3,628.66	3,371.34	52
IT LICENSES	1,986.10	22,066.00	217.13	16,159.16	5,906.84	73
BOOKS, PUB, SUBS, & MEMBERSHIPS	0.00	10,000.00	0.00	9,507.00	493.00	95
TRAINING	650.24	15,000.00	760.80	6,990.73	8,009.27	47
DEMAND & ENERGY CHARGE	466,717.11	5,718,728.00	457,349.41	3,737,931.65	1,980,796.35	65
BAD DEBT EXPENSE	0.00	0.00	0.00	585.68 -	585.68	0
INTEREST (SECO PERMANENT FINANCING)	0.00	167,023.00	0.00	167,022.94	0.06	100
FMPA POOLED LOAN FEES	0.00	7,000.00	0.00	6,100.00	900.00	87
ELECTRIC UTILITY FUND Expenditure Total	600,502.27	7,269,095.00	568,711.57	5,147,961.88	2,121,133.12	71

410 ELECTRIC UTILITY FUND	Prior	Current	YTD
Revenues:	829,590.22	775,605.59	6,694,832.82
Expenditures:	600,502.27	568,711.57	5,147,961.88
Net Income:	229,087.95	206,894.02	1,546,870.94

Grand Totals	Prior	Current	YTD
Revenues:	829,590.22	775,605.59	6,694,832.82
Expenditures:	600,502.27	568,711.57	5,147,961.88
Net Income:	229,087.95	206,894.02	1,546,870.94

City of Bushnell
AUGUST 2024 WATER FUND REVENUE-EXPENSE REPORT

09/20/2024
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Revenue Account Range: 420-314-1200 to 420-389-7000

Include Non-Anticipated: Yes

Year To Date As Of: 08/31/24

Expend Account Range: 420-4220-000-0000 to 420-4220-582-7208

Include Non-Budget: No

Current Period: 08/01/24 to 08/31/24

Print Zero YTD Activity: No

Prior Year: 08/01/23 to 08/31/23

<u>Description (Revenue)</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
CITY UTILITIES SURCHARGE	1,647.75	20,070.00	2,182.68	23,861.96	3,791.96	119
SAFETY GRANT PROCEEDS	0.00	100.00	0.00	798.62	698.62	799
FDEP SRF DESIGN GRANT/LOAN	0.00	655,400.00	0.00	0.00	655,400.00 -	0
CONTRIBUTION IN AID OF CONSTRUCTION	4,301.75	0.00	1,375.70	10,587.34	10,587.34	0
RESIDENTIAL WATER SALES	27,599.32	346,966.00	33,143.20	330,485.95	16,480.05 -	95
COMMERCIAL WATER SALES	53,190.19	690,679.00	78,154.52	727,052.73	36,373.73	105
BACKFLOW PREVENTOR CHARGE	0.00	5,275.00	5,525.00	7,895.00	2,620.00	150
PENALTIES & RECONNECTION FEES	404.38	5,960.00	418.30	6,562.45	602.45	110
WATER CONNECTION FEES	315.51	4,000.00	1,892.52	20,360.47	16,360.47	509
OTHER WATER REVENUES	2,245.00	13,442.00	1,880.00	19,800.00	6,358.00	147
CAPACITY RESERVATION CHARGE	1,125.00	0.00	27,000.00	62,006.00	62,006.00	0
MISCELLANEOUS REVENUES	119.09	0.00	0.00	9,487.79	9,487.79	0
MISCELLANEOUS - NSF	0.00	60.00	0.00	20.00	40.00 -	33
INTEREST	1,052.20	12,041.00	2,531.88	17,319.06	5,278.06	144
WATER UTILITY FUND Revenue Totals	92,000.19	1,753,993.00	154,103.80	1,236,237.37	517,755.63 -	70

<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
WATER UTILITY:	0.00	0.00	0.00	0.00	0.00	0
REGULAR SALARIES	37,106.54	332,349.00	31,912.06	284,122.04	48,226.96	85
ON CALL SALARIES	0.00	5,423.00	1,969.57	3,975.85	1,447.15	73
OTHER SALARIES, OT, HOLIDAY	2,671.38	8,305.00	2,998.63	31,793.22	23,488.22 -	383
SPECIFIED COMPENSATION	0.00	7,160.00	0.00	0.00	7,160.00	0
FICA TAXES	1,952.94	21,457.00	1,734.10	15,488.14	5,968.86	72
MEDICARE TAXES	479.06	5,018.00	405.55	3,622.17	1,395.83	72
RETIREMENT CONTRIBUTION	0.00	0.00	0.00	580.09	580.09 -	0

City of Bushnell
AUGUST 2024 WATER FUND REVENUE-EXPENSE REPORT

09/20/2024
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<i>Description (Expenditure)</i>	<i>Prior Yr Expd</i>	<i>Budgeted</i>	<i>Current Expd</i>	<i>YTD Expended</i>	<i>Unexpended</i>	<i>% Expd</i>
REGULAR EMPLOYEE PENSION PLAN REPP	601.41	7,739.00	737.68	8,114.48	375.48 -	105
DEFERRED COMP-CITY SHARE	0.00	814.00	0.00	705.78	108.22	87
REGULAR EMPLOYEE DEFINED CONTRIBUTI	160.74 -	7,739.00	0.00	18,462.96	10,723.96 -	239
GROUP INSURANCE	4,864.97	52,203.00	4,667.16	52,668.71	465.71 -	101
GROUP INSURANCE (DEPENDENT)	947.32	11,722.00	1,041.29	10,314.28	1,407.72	88
GROUP INSURANCE (RETIREE)	142.36	1,916.00	153.90	1,692.90	223.10	88
GROUP INSURANCE HRA	553.72	10,000.00	520.89	8,675.00	1,325.00	87
WORKMEN'S COMPENSATION INSURANCE	0.00	5,351.00	0.00	781.97	4,569.03	15
PROFESSIONAL SERVICES	5,000.00	10,000.00	0.00	0.00	10,000.00	0
PROFESSIONAL SERV FDEP SRF PLANNING	0.00	655,400.00	0.00	0.00	655,400.00	0
ACCOUNTING & AUDITING	0.00	4,595.00	0.00	3,885.00	710.00	85
CONTRACTUAL SERVICES	476.01	60,572.00	7,037.32	59,888.00	684.00	99
IT SUPPORT CONTRACTS	339.87	4,700.00	30.25	8,533.26	3,833.26 -	182
TRAVEL PER DIEM	409.32	1,800.00	0.00	11.90	1,788.10	1
COMMUNICATION SERVICES	434.05	6,000.00	629.09	5,207.63	792.37	87
POSTAGE AND FREIGHT	215.00	6,500.00	145.55	5,489.05	1,010.95	84
UTILITY SERVICES	3,391.84	55,000.00	3,099.47	35,920.68	19,079.32	65
RENTALS	0.00	1,000.00	0.00	0.00	1,000.00	0
GENERAL INSURANCE	0.00	8,531.00	0.00	8,436.62	94.38	99
REPAIR & MAINTENANCE	3,257.26	40,000.00	1,706.45	55,248.29	15,248.29 -	138
OTHER CURRENT CHARGES	1,539.88	29,085.00	1,057.08	16,954.91	12,130.09	58
OFFICE SUPPLIES	157.35	500.00	0.00	461.72	38.28	92
OPERATING SUPPLIES	7,020.93	32,575.00	383.91	25,649.20	6,925.80	79
IT OPERATING SUPPLIES	360.45	470.00	0.00	480.37	10.37 -	102
OPERATING SUPPLIES - FUEL	2,230.23	13,000.00	976.17	11,294.71	1,705.29	87
SMALL TOOLS AND EQUIPMENT	141.98	8,000.00	1,907.02	4,448.22	3,551.78	56
SAFETY EQUIPMENT	168.63	750.00	0.00	25.94	724.06	3
OPERATING SUPPLIES - WATER TREAT	5,163.52	45,000.00	6,615.72	56,912.15	11,912.15 -	126

City of Bushnell
AUGUST 2024 WATER FUND REVENUE-EXPENSE REPORT

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<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
IT LICENSES	220.70	2,452.00	24.13	2,625.92	173.92 -	107
BOOKS, PUB, SUBS, & MEMBERSHIPS	277.13	2,000.00	293.63	483.63	1,516.37	24
EDUCATION	250.00	9,550.00	64.45	682.88	8,867.12	7
BAD DEBT EXPENSE	0.00	0.00	0.00	72.94 -	72.94	0
SRF SR48 UTILITY RELOCATION INTEREST	0.00	3,484.00	0.00	3,484.02	0.02 -	100
DWSRF ELEV TK/COMPANION 600400/600401	802.35	1,215.00	542.07	1,215.16	0.16 -	100
2017 WATER & SEWER BOND INTEREST	0.00	20,249.00	0.00	20,249.25	0.25 -	100
SRF DW600430 INTEREST - FAC MASTER PL	0.00	0.00	0.00	1,493.19	1,493.19 -	0
SRF DW600430 SERVICE FEE EXPENSE	0.00	0.00	0.00	5,560.00	5,560.00 -	0
WATER UTILITY FUND Expenditure Totals	81,015.46	1,499,624.00	70,653.14	775,566.35	724,057.65	52

420 WATER UTILITY FUND	Prior	Current	YTD
Revenues:	92,000.19	154,103.80	1,236,237.37
Expenditures:	81,015.46	70,653.14	775,566.35
Net Income:	10,984.73	83,450.66	460,671.02

Grand Totals	Prior	Current	YTD
Revenues:	92,000.19	154,103.80	1,236,237.37
Expenditures:	81,015.46	70,653.14	775,566.35
Net Income:	10,984.73	83,450.66	460,671.02

City of Bushnell
AUGUST 2024 WASTEWATER FUND REVENUE-EXPENSE REPORT

09/20/2024
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Revenue Account Range: 425-314-1200 to 425-389-7000

Include Non-Anticipated: Yes

Year To Date As Of: 08/31/24

Expend Account Range: 425-4250-000-0000 to 425-4250-582-7208

Include Non-Budget: No

Current Period: 08/01/24 to 08/31/24

Print Zero YTD Activity: No

Prior Year: 08/01/23 to 08/31/23

<u>Description (Revenue)</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
CITY SURCHARGE	2,658.41	0.00	2,932.02	32,488.48	32,488.48	0
WASTEWATER SURCHARGE	0.00	32,225.00	0.00	0.00	32,225.00 -	0
SAFETY GRANT PROCEEDS	0.00	799.00	0.00	627.39	171.61 -	79
ARPA WASTEWATER REVENUES	0.00	0.00	0.00	172,647.61	172,647.61	0
SPECIAL APPROPRIATIONS	0.00	0.00	0.00	223,062.08	223,062.08	0
FDEP SRF/SDCG DESIGN FUNDING CW60044	0.00	0.00	280,800.00	548,166.40	548,166.40	0
CONTRIBUTION IN AID OF CONSTRUCTION	19,581.82	0.00	0.00	15,449.82	15,449.82	0
PENALTIES AND RECONNECTS	395.99	6,454.00	614.91	6,523.62	69.62	101
CAPACITY RESERVATION CHARGE	0.00	0.00	72,000.00	162,305.02	162,305.02	0
LEACHATE DISPOSAL FEES	0.00	0.00	0.00	27,383.35	27,383.35	0
RESIDENTIAL SALES	21,563.97	258,972.00	28,219.44	276,565.00	17,593.00	107
COMMERCIAL SALES	63,837.10	854,101.00	68,240.08	800,330.32	53,770.68 -	94
WHOLESALES SALES	10,449.11	112,855.00	12,436.43	136,074.73	23,219.73	121
EXCESS BOD - TSS	2,852.61	67,730.00	16,629.01	165,337.99	97,607.99	244
ONE MONTHLY FEE	823.14	9,310.00	815.14	8,846.82	463.18 -	95
ONE PUMP REPLACEMENT REVENUE	0.00	0.00	0.00	9,175.60	9,175.60	0
TRANSFER FROM GENERAL FUND	0.00	300,000.00	0.00	0.00	300,000.00 -	0
WASTEWATER UTILITY FUND Revenue Totals	122,162.15	1,642,446.00	482,687.03	2,584,984.23	942,538.23	157

<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
WASTEWATER UTILITY:	0.00	0.00	0.00	0.00	0.00	0
REGULAR SALARIES	10,474.94	90,081.00	11,366.52	92,615.54	2,534.54 -	103
ON CALL SALARIES	0.00	15,894.00	354.90	659.36	15,234.64	4
OTHER SALARIES, OT, HOLIDAY	842.29	20,313.00	1,855.61	15,308.57	5,004.43	75
SPECIFIED COMPENSATION	0.00	2,877.00	0.00	0.00	2,877.00	0

City of Bushnell
AUGUST 2024 WASTEWATER FUND REVENUE-EXPENSE REPORT

09/20/2024
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<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
FICA TAXES	836.20	8,008.00	1,012.24	8,148.57	140.57 -	102
MEDICARE TAXES	195.56	1,873.00	236.74	1,905.75	32.75 -	102
REGULAR EMPLOYEE PENSION PLAN REPP	1,150.83	10,118.00	327.46	3,602.06	6,515.94	36
DEFERRED COMP CITY SHARE	0.00	98.00	0.00	156.06	58.06 -	159
REGULAR EMPLOYEE DEFINED CONTRIBUTI	0.00	7,329.00	0.00	5,049.73	2,279.27	69
GROUP INSURANCE	1,324.23	23,628.00	1,422.32	15,783.20	7,844.80	67
GROUP INSURANCE (DEPENDENT)	555.44	8,252.00	599.70	6,596.70	1,655.30	80
GROUP INSURANCE HRA	200.89	7,000.00	173.63	2,891.67	4,108.33	41
WORKMEN'S COMP INSURANCE	0.00	3,449.00	0.00	1,172.98	2,276.02	34
PROFESSIONAL SERVICES	0.00	100,000.00	0.00	8,523.25	91,476.75	9
PROFESSIONAL SERVICES - WWTP EXPANSI	80,049.10	0.00	0.00	304,787.40	304,787.40 -	0
ACCOUNTING AND AUDITING	0.00	4,595.00	0.00	3,885.00	710.00	85
CONTRACTUAL SERVICES	16,751.51	144,572.00	13,302.56	242,164.05	97,592.05 -	168
IT SUPPORT CONTRACTS	901.59	4,700.00	30.25	3,401.84	1,298.16	72
CONTRACT SERV-FDEP SRF EMGY TANK REI	0.00	0.00	0.00	542,354.00	542,354.00 -	0
TRAVEL	36.00 -	2,000.00	0.00	0.00	2,000.00	0
COMMUNICATION SERVICES	514.56	7,900.00	777.61	7,322.77	577.23	93
POSTAGE AND FREIGHT	0.00	2,000.00	2.00	835.09	1,164.91	42
UTILITY SERVICES	10,855.99	170,000.00	11,833.35	123,965.06	46,034.94	73
RENTALS	0.00	15,000.00	0.00	477.86	14,522.14	3
GENERAL INSURANCE	0.00	12,796.00	0.00	12,515.50	280.50	98
REPAIR & MAINTENANCE	21,327.07	190,000.00	5,016.33	188,418.62	1,581.38	99
OTHER CURRENT CHARGES	158.00	2,835.00	604.34	6,044.66	3,209.66 -	213
COUNTY SHARE OF SURCHARGE	0.00	14,113.00	0.00	0.00	14,113.00	0
OFFICE SUPPLIES	157.34	500.00	0.00	115.03	384.97	23
OPERATING SUPPLIES	2,682.25	30,575.00	1,944.84	26,441.07	4,133.93	86
IT OPERATING SUPPLIES	360.44	470.00	0.00	480.37	10.37 -	102
CHEMICALS TREATMENT	3,208.50	70,000.00	7,649.75	61,263.78	8,736.22	88

City of Bushnell
AUGUST 2024 WASTEWATER FUND REVENUE-EXPENSE REPORT

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<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
SMALL TOOLS	97.23	7,000.00	812.58	6,721.43	278.57	96
SAFETY EQUIPMENT	168.62	1,000.00	0.00	51.98	948.02	5
IT LICENSES	220.70	2,452.00	24.13	2,452.64	0.64 -	100
OPERATING SUPPLIES - FUEL	1,065.63	17,000.00	1,274.43	9,181.47	7,818.53	54
BOOKS, PUBS, SUBS, & MEMBERSHIPS	277.13	2,000.00	293.62	293.62	1,706.38	15
EDUCATION	2,100.00	12,000.00	64.44	1,096.87	10,903.13	9
BAD DEBT EXPENSE	0.00	0.00	111.36 -	158.91 -	158.91	0
2017 WATER & SEWER BOND INTEREST	0.00	52,070.00	0.00	52,069.50	0.50	100
INTEREST SRF 676060 WEBSTER	0.00	6,074.00	0.00	3,207.58	2,866.42	53
SRF WW600440 SERVICE FEE EXPENSE	0.00	0.00	0.00	6,500.00	6,500.00 -	0
WASTEWATER UTILITY FUND Expenditure To	156,440.04	1,070,572.00	60,867.99	1,768,301.72	697,729.72 -	165

425 WASTEWATER UTILITY FUND	Prior	Current	YTD
Revenues:	122,162.15	482,687.03	2,584,984.23
Expenditures:	156,440.04	60,867.99	1,768,301.72
Net Income:	34,277.89 -	421,819.04	816,682.51

Grand Totals	Prior	Current	YTD
Revenues:	122,162.15	482,687.03	2,584,984.23
Expenditures:	156,440.04	60,867.99	1,768,301.72
Net Income:	34,277.89 -	421,819.04	816,682.51

City of Bushnell
AUGUST 2024 SANITATION FUND REVENUE-EXPENSE REPORT

09/20/2024
11:44 AM

Revenue Account Range: 430-314-1200 to 430-389-1000

Expend Account Range: 430-3400-000-0000 to 430-3400-582-7204

Print Zero YTD Activity: No

Include Non-Anticipated: Yes

Include Non-Budget: No

Year To Date As Of: 08/31/24

Current Period: 08/01/24 to 08/31/24

Prior Year: 08/01/23 to 08/31/23

<u>Description (Revenue)</u>	<u>Prior Yr Rev</u>	<u>Anticipated</u>	<u>Curr Rev</u>	<u>YTD Rev</u>	<u>Excess/Deficit</u>	<u>% Real</u>
CITY SURCHARGE	1,639.60	17,000.00	1,855.69	18,446.91	1,446.91	109
SAFETY GRANT PROCEEDS	0.00	500.00	0.00	627.37	127.37	125
PENALTIES AND RECONNECTS	403.87	4,423.00	408.74	4,653.61	230.61	105
MISCELLANEOUS - MOWING FEES	0.00	200.00	0.00	660.00	460.00	330
RESIDENTIAL GARBAGE	26,915.36	301,520.00	29,461.34	309,204.33	7,684.33	103
COMMERCIAL GARBAGE	36,476.40	420,667.00	38,414.50	409,851.21	10,815.79 -	97
EXTRAORDINARY GARBAGE	2,512.00	25,000.00	1,555.00	18,081.86	6,918.14 -	72
MISCELLANEOUS REVENUES	353.30	3,500.00	0.00	1,236.28	2,263.72 -	35
MISCELLANEOUS - NSF	20.00	0.00	60.00	160.00	160.00	0
INTEREST	428.03	250.00	1,036.66	6,932.89	6,682.89	***
SANITATION FUND Revenue Totals	68,748.56	773,060.00	72,791.93	769,854.46	3,205.54 -	99

<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
SANITATION:	0.00	0.00	0.00	0.00	0.00	0
EXECUTIVE SALARIES	3,276.69	30,074.00	3,470.03	27,595.69	2,478.31	92
REGULAR SALARIES	15,693.13	144,032.00	20,846.66	152,160.89	8,128.89 -	106
ON CALL SALARIES	0.00	0.00	0.00	177.10	177.10 -	0
OTHER SALARIES, OT, HOLIDAY	1,694.59	5,678.00	1,104.47	14,729.75	9,051.75 -	259
SPECIFIED COMPENSATION	0.00	2,836.00	0.00	0.00	2,836.00	0
FICA TAXES	1,027.97	11,322.00	1,304.71	9,981.07	1,340.93	88
MEDICARE TAXES	240.41	2,648.00	305.14	2,334.86	313.14	88
RETIREMENT CONTRIBUTION	0.00	0.00	0.00	1,738.51	1,738.51 -	0
REGULAR EMPLOYEE PENSION PLAN REPP	1,296.87	15,019.00	892.41	9,816.51	5,202.49	65
DEFERRED COMP-CITY SHARE	17.79	288.00	15.97	495.32	207.32 -	172
REGULAR EMPLOYEE DEFINED CONTRIBUTI	0.00	4,657.00	0.00	4,555.97	101.03	98

City of Bushnell
AUGUST 2024 SANITATION FUND REVENUE-EXPENSE REPORT

09/20/2024
11:44 AM

<u>Description (Expenditure)</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Current Expd</u>	<u>YTD Expended</u>	<u>Unexpended</u>	<u>% Expd</u>
GROUP INSURANCE	1,731.35	30,008.00	2,661.17	26,052.19	3,955.81	87
GROUP INSURANCE (DEPENDENT)	740.93	12,215.00	799.96	8,022.62	4,192.38	66
GROUP INSURANCE (RETIREEES)	137.89	4,892.00	137.89	3,165.41	1,726.59	65
GROUP INSURANCE HRA	301.34	9,000.00	260.44	4,337.50	4,662.50	48
WORKMEN'S COMPENSATION INSURANCE	0.00	7,814.00	0.00	1,563.98	6,250.02	20
ACCOUNTING & AUDITING	0.00	4,595.00	0.00	3,885.00	710.00	85
CONTRACTUAL SERVICES	0.00	572.00	0.00	0.00	572.00	0
IT SUPPORT CONTRACTS	662.59	8,175.00	60.50	4,927.51	3,247.49	60
TRAVEL PER DIEM	0.00	200.00	0.00	0.00	200.00	0
COMMUNICATION SERVICES	40.28	500.00	43.63	448.35	51.65	90
POSTAGE AND FREIGHT	0.00	857.00	0.00	750.95	106.05	88
RENTALS	0.00	1,500.00	0.00	0.00	1,500.00	0
GENERAL INSURANCE	0.00	18,062.00	0.00	17,225.40	836.60	95
REPAIR & MAINTENANCE	14,414.17	56,000.00	10,584.34	82,467.49	26,467.49 -	147
OTHER CURRENT CHARGES	626.41	7,000.00	392.48	4,406.47	2,593.53	63
LANDFILL CHARGES	12,430.31	180,000.00	16,224.95	156,656.17	23,343.83	87
OPERATING SUPPLIES	213.07	14,575.00	268.82	13,296.47	1,278.53	91
IT OPERATING SUPPLIES	0.00	940.00	0.00	173.66	766.34	18
OPERATING SUPPLIES - FUEL	5,709.11	58,000.00	4,077.97	52,609.38	5,390.62	91
IT LICENSES	441.34	4,904.00	48.26	3,365.28	1,538.72	69
EDUCATION	125.00	1,000.00	64.44	145.04	854.96	14
BAD DEBT EXPENSE	0.00	0.00	14.21 -	82.08 -	82.08	0
SANITATION FUND Expenditure Totals	60,821.24	637,363.00	63,550.03	607,002.46	30,360.54	95

430 SANITATION FUND	Prior	Current	YTD
Revenues:	68,748.56	72,791.93	769,854.46
Expenditures:	60,821.24	63,550.03	607,002.46

City of Bushnell
AUGUST 2024 SANITATION FUND REVENUE-EXPENSE REPORT

09/20/2024
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Net Income:	7,927.32	9,241.90	162,852.00
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Grand Totals	Prior	Current	YTD
Revenues:	68,748.56	72,791.93	769,854.46
Expenditures:	60,821.24	63,550.03	607,002.46
Net Income:	7,927.32	9,241.90	162,852.00

City of Bushnell
AUGUST 2024 REPP FUND REVENUE-EXPENSE REPORT

09/20/2024
11:45 AM

Revenue Account Range: 630-360-0000 to 630-368-0001

Expend Account Range: 630-6300-000-0000 to 630-6300-518-5200

Print Zero YTD Activity: No

Include Non-Anticipated: Yes

Include Non-Budget: No

Year To Date As Of: 08/31/24

Current Period: 08/01/24 to 08/31/24

Prior Year: 08/01/23 to 08/31/23

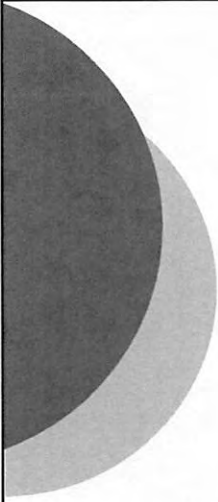
Description (Revenue)	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
INTEREST	9,946.45	99,506.00	0.00	107,452.99	7,946.99	108
REALIZED GAIN	0.00	651,707.00	0.00	0.00	651,707.00 -	0
CONTRIBUTIONS - REG EMP PENSION	7,533.60	78,399.00	0.00	65,868.40	12,530.60 -	84
REGULAR EMPLOYEE PENSION PLAN Reven	17,480.05	829,612.00	0.00	173,321.39	656,290.61 -	20
Description (Expenditure)	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
REPP PENSION:	0.00	0.00	0.00	0.00	0.00	0
PROFESSIONAL SERVICES	0.00	8,492.00	0.00	0.00	8,492.00	0
UNREALIZED LOSS ON INVESTMENT	118,028.86	0.00	0.00	749,872.87 -	749,872.87	0
OTHER CURRENT CHARGES	1,198.20	48,698.00	0.00	45,144.78	3,553.22	93
PAYMENTS TO RETIREES	8,430.95	101,930.00	0.00	89,157.51	12,772.49	87
REGULAR EMPLOYEE PENSIO Expenditure T	127,658.01	159,120.00	0.00	615,570.58 -	774,690.58	387 -

630 REGULAR EMPLOYEE PENSION PLAN	Prior	Current	YTD
Revenues:	17,480.05	0.00	173,321.39
Expenditures:	127,658.01	0.00	615,570.58 -
Net Income:	110,177.96 -	0.00	788,891.97

Grand Totals	Prior	Current	YTD
Revenues:	17,480.05	0.00	173,321.39
Expenditures:	127,658.01	0.00	615,570.58 -

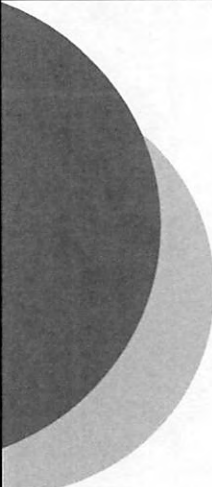
City of Bushnell
AUGUST 2024 ALL FUNDS REVENUE-EXPENSE REPORT

Fund	Description	Prior Revenue	Curr Revenue	YTD Revenue	Prior Expended	Curr Expended	YTD Expended	Total Available Revenues
001	GENERAL FUND	280,342.75	929,487.57	4,714,273.27	249,908.91	332,576.54	2,980,940.14	1,733,333.13
131	CEMETERY FUND	3,250.00	1,000.00	27,898.26	1,139.01	56,209.41	83,176.00	-55,277.74
410	ELECTRIC UTILITY FUND	829,590.22	775,605.59	6,694,832.82	600,502.27	568,711.57	5,147,961.88	1,546,870.94
420	WATER UTILITY FUND	92,000.19	154,103.80	1,236,237.37	81,015.46	70,653.14	775,566.35	460,671.02
425	WASTEWATER UTILITY FUND	122,162.15	482,687.03	2,584,984.23	156,440.04	60,867.99	1,768,301.72	816,682.51
430	SANITATION FUND	68,748.56	72,791.93	769,854.46	62,677.28	64,490.40	609,344.08	160,510.38
630	REGULAR EMPLOYEE PENSION PLAN	17,480.05	0.00	173,321.39	127,658.01	0.00	-615,570.58	788,891.97
	Final Total	1,413,573.92	2,415,675.92	16,201,401.80	1,279,340.98	1,153,509.05	10,749,719.59	5,451,682.21

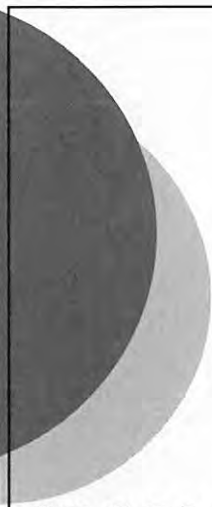


CITIZEN'S FORUM

(LIMITED TO 3 MINUTES PER PERSON)



NEW BUSINESS



NEW BUSINESS

ITEM # 1

***SECOND AND FINAL READING OF ORDINANCE
2024-50, AN ORDINANCE OF THE CITY
OF BUSHNELL, FLORIDA, AMENDING THE
UNIFIED COMPREHENSIVE PLAN OF
SUMTER COUNTY, AS PREVIOUSLY
AMENDED; PROVIDING FOR AMENDMENT
OF MAP 1-8 – 2045 FUTURE LAND USE CITY
OF BUSHNELL, OF THE FUTURE LAND USE
MAP OF THE FUTURE LAND USE ELEMENT
OF THE UNIFIED COMPREHENSIVE PLAN
OF SUMTER COUNTY, PROVIDING FOR
LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING
FOR CODIFICATION AND PROVIDING
FOR AN EFFECTIVE DATE.***

ORDINANCE NUMBER 2024-50

AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF MAP 1-8 – 2045 FUTURE LAND USE CITY OF BUSHNELL, OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bushnell, Florida, is proposing to amend its Joint Planning Area boundary as shown in Map 1-8 – 2045 Future Land Use City of Bushnell, of the Future Land Use Map of the Future Land Use element of the Unified Comprehensive Plan of Sumter County; and

WHEREAS, the City of Bushnell and Sumter County work together through the Interlocal Service Boundary and Joint Planning Area Agreements consistent with Chapter 171 part II, Florida Statutes, to coordinate and support growth and expansion through a unified effort when deemed in the best interest of the residents of the City of Bushnell; and

WHEREAS, the City of Bushnell and the County have met to discuss the expansion of utility service areas and how they can support continual annexation into the City; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, the City is authorized to amend the area of the Joint Planning Agreement; and

WHEREAS, based on competent substantial evidence presented and considered during properly noticed quasi-judicial public hearings, the Bushnell City Council approved the above referenced amendment providing for the City of Bushnell Joint Planning Area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Bushnell hereby adopts and incorporates into this Ordinance the City staff report and City Council agenda memorandum relating to the application relating to the proposed amendment to the *City of Bushnell Comprehensive Plan* pertaining to the subject property.

(b). The City of Bushnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Bushnell* and the proposed *Comprehensive Plan* amendment

does not trigger any urban sprawl indicators and adoption of this amendment will discourage the proliferation of urban sprawl within the City of Bushnell.

(d). The above recitations (WHEREAS Clauses) are true and correct and are incorporated herein by this reference.

SECTION 4. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER. It is the intention of the City Council of the City of Bushnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bushnell Comprehensive Plan and/or the Code of Ordinances of the City of Bushnell, Florida in terms of amending the Future Land Use Map of the City.

SECTION 7. EFFECTIVE DATE The small scale *Comprehensive Plan* amendment set forth herein shall not become effective, in accordance with Section 163.3187, *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Council, respectively, issues a final order determining that the subject large-scale amendment is in compliance with controlling State law.

THE PROPOSED Ordinance was read at the regularly scheduled meeting of the Bushnell City Council held on September 5, 2024. Upon motion made by Councilman Barnes, and seconded by Councilwoman Thies, it was moved that the ordinance be published in a newspaper of general circulation in the City of Bushnell, Sumter County, Florida, in accordance with the requirements of Florida Statutes, and that the ordinance again be presented to the City Council for a second reading and a public hearing at a regular or special meeting of the City Council, such meeting to be held not sooner than ten (10) days from the date of publication. Upon the matter being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr.	Yea
Councilwoman Margaret A. Thies	Yea
Vice-Mayor/ Councilwoman Karen Davis	Yea
Councilman Dale Barnes	Yea
Councilman Dale Swain	Yea

THE ORDINANCE having been passed on the first reading, it was moved by _____ that the ordinance be passed and ordained on second reading pursuant to notice of public hearing published on the ____ days of _____, 2024, in the Sumter Sun Times. This Motion was seconded by _____, and upon being submitted to a vote, the results were as follows:

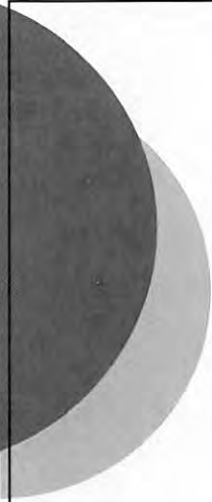
Mayor/Councilman Jessie Simmons, Jr.	_____
Councilwoman Margaret A. Thies	_____
Vice-Mayor/ Councilwoman Karen Davis	_____
Councilman Dale Barnes	_____
Councilman Dale Swain	_____

Approved by me this ____ day of _____, 2024

HONORABLE JESSIE SIMMONS, JR.
Mayor - Councilman

ATTEST:

Christina Dixon - City Clerk



NEW BUSINESS

ITEM # 2

***FIRST READING OF ORDINANCE
2024-51, AN ORDINANCE OF THE CITY OF
BUSHNELL, FLORIDA, AMENDING THE
CITY OF BUSHNELL LAND DEVELOPMENT
REGULATIONS FEE SCHEDULE ALLOWING
THE MANAGER OF THE CITY OF BUSHNELL
TO WAIVE ANNEXATION FEES WITHIN THE
AREA IN THE CITY OF BUSHNELL'S JOINT
PLANNING AGREEMENT WITH SUMTER
COUNTY; AND PROVIDING AN EFFECTIVE
DATE.***

ORDINANCE NUMBER 2024-51

AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, AMENDING THE CITY OF BUSHNELL LAND DEVELOPMENT REGULATIONS FEE SCHEDULE ALLOWING THE MANAGER OF THE CITY OF BUSHNELL TO WAIVE ANNEXATION FEES WITHIN THE AREA IN THE CITY OF BUSHNELL'S JOINT PLANNING AGREEMENT WITH SUMTER COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bushnell, Florida, has reviewed the City's ordinance pertaining to the Land Development Regulations Fee Schedule; and

WHEREAS, the City Council has determined that the waiver of annexation fees resulting from a party seeking a permit with Sumter County may be delegated; and

WHEREAS, the City Council of the City of Bushnell, Florida, has determined that in order to promote and serve the best interest of the health, safety, and welfare of the citizens of the City of Bushnell, Florida, it is appropriate to delegate the authority to waive annexation fees resulting from a party seeking a permit with Sumter County, to the City Manager.

NOW THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA, THAT THE CITY OF BUSHNELL LAND DEVELOPMENT FEE SCHEDULE, IS HEREBY AMENDED AS FOLLOWS:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This Ordinance shall take effect upon its enactment by the City Council.

THE PROPOSED Ordinance was read at the regularly scheduled meeting of the Bushnell City Council held on October 7, 2024. Upon motion made by _____, and seconded by _____, it was moved that the ordinance be published in a newspaper of general circulation in the City of Bushnell, Sumter County, Florida, in accordance with the requirements of Florida Statutes, and that the ordinance again be presented to the City Council for a second reading and a public hearing at a regular or special meeting of the City Council, such meeting to be held not sooner than ten (10) days from the date of publication. Upon the matter being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr. _____

Councilwoman Margaret A. Thies _____

Vice-Mayor/ Councilwoman Karen Davis _____

Councilman Dale Barnes _____

Councilman Dale Swain _____

THE ORDINANCE having been passed on the first reading, it was moved by _____ that the ordinance be passed and ordained on second reading pursuant to notice of public hearing published on the ____ days of _____, 2024, in the Sumter Sun Times. This Motion was seconded by _____, and upon being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr. _____

Councilwoman Margaret A. Thies _____

Vice-Mayor/ Councilwoman Karen Davis _____

Councilman Dale Barnes _____

Councilman Dale Swain _____

Approved by me this ____ day of _____, 2024

HONORABLE JESSIE SIMMONS, JR.
Mayor - Councilman

ATTEST:

Christina Dixon - City Clerk

**EXHIBIT A TO
ORDINANCE 2024-51**

**City of Bushnell
Land Development Regulations Fee Schedule**

Application	Fee
Comprehensive Plan Amendments	
Large Scale	\$5,075
Small Scale	\$2,575
Text Amendment	\$1,075
Rezoning	
Rezoning with Concurrent Comp. Plan Amend.	\$0
Rezoning – Non PD	\$575
Planned Development	\$2,675
PD Amendments	\$600
PD Extension Request	\$100
Site Plan – Non-Residential & Institutional	
Site Plan & One Resubmittal	\$2,000
3 rd & Subsequent Site Plan Resubmittals*	\$1,000 each
Minor Site Plan & One Resubmittal	\$250
3 rd & Subsequent Minor Site Plan Resubmittals*	\$125
Site Plan – Residential	
Site Plan	\$35
Subdivisions	
Preliminary Plan & One Resubmittal	\$1,075
3 rd & Subsequent Preliminary Plan Resubmittals*	\$537.50 each
Improvement Plan & One Resubmittal	\$1,075
3 rd & Subsequent Improvement Plan Resubmittals*	\$537.50 each
Final Plat & One Resubmittal	\$700
3 rd & Subsequent Final Plat Resubmittals*	\$350 each
Re-Plat of Subdivision & One Resubmittal	\$700
3 rd & Subsequent Re-Plant of Subdivision Resubmittals*	\$350 each
Minor Lot Split & One Resubmittal	\$300
3 rd & Subsequent Minor Lot Split Resubmittals*	\$150 each
Concurrency – Non-Residential	
Concurrency Reservation	\$200
Concurrency – Residential	
Concurrency Reservation	\$50
Vacate	
Right-of-Way	\$325
Plat	\$825

Accessory Structures	
Residential Compliance Review	\$35
Development of Regional Impact	
Application for Development Approval	\$10,075
DRI Substantial Deviation	\$8,075
Community Development District Petitions	\$15,000
CDD Boundary Amendment	\$1,500
Notice of Proposed Change	\$2,000
Appeals	
Appeal	\$375
Other	
Final Clearance Package	\$1,200
Partial Clearance Package	\$1,200
Phased Clearance Package	\$1,200 each phase
Annexation	\$1,000
Conditional Use Permit	\$6,000
Special Exception or Variance	\$575
Temporary Use	\$100
Internet Café Operating Permit	\$6,000
Sign Permit	\$50
Tree Removal Permit	\$50
Commercial Paint Application	\$0
Business Registration / Occupational License	\$0
Printed Copies	
Comprehensive Plan	\$75
Land Development Regulations	\$75
Design District Standards	\$50
Miscellaneous Services	
Alcohol & Tobacco Sign-Off	\$35
Zoning Compliance Letter	\$35
Additional research to support land use/rezoning compliance.	\$60 per hour
Additional Services	
Copies (8.5" x 11")	\$0.15 per page
Research	\$30 per hour – 1 hour minimum
Utility Department Services	
Inspection Fee for Electric/Water/Sewer, New Construction	\$25 per hour not to exceed 1.5% of improvements
Maps (24" x 35")	\$10
Maps (11" x 17")	\$5

Annexation Fee Waiver

An Annexation fee waiver may be applied for on an individual basis. Property owner(s) may request an annexation fee waiver by submitting an application to the City of Bushnell. The City Manager, in his or her's discretion, shall have the authority to grant a requested annexation fee waiver, upon review of the waiver application. The following terms and conditions must exist in order for an annexation fee waiver to be granted by the City Manager: ~~be as follows:~~

(1) ~~(a)~~ The property owner(s) submitting the annexation fee waiver must have submitted a building permit request to the Sumter County Board of County Commissioners; and

(2) The real property that is subject to the annexation fee waiver must be located within the area subject to the City of Bushnell's Joint Planning Agreement with Sumter County.

The City Council reserves the right to grant such other ~~such~~ fee waivers when it is determined that it is in the best interest of the public and serves a valid public purpose.



NEW BUSINESS

ITEM # 3

***FIRST READING OF ORDINANCE
2024-52, AN ORDINANCE OF THE CITY OF
BUSHNELL, FLORIDA, ANNEXING CERTAIN
REAL PROPERTY INTO THE CORPORATE
LIMITS OF THE CITY BY VOLUNTARY
ANNEXATION, REDEFINING THE
BOUNDARIES OF THE CITY TO INCLUDE
SUCH LANDS, AND PROVIDING AN
EFFECTIVE DATE. PARCEL: N17H229 OWNER:
SUMTER COUNTRY OAK HAMMOCK, LLC.***

ORDINANCE NUMBER 2024-52
Parcel Number: N17H229

AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE CITY BY VOLUNTARY ANNEXATION, REDEFINING THE BOUNDARIES OF THE CITY TO INCLUDE SUCH LANDS, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 171, Florida Statutes, provides procedures whereby a municipality may annex real property reasonably compact and contiguous to the boundaries of the municipality upon petition of the owners of the real property; and

WHEREAS, Sumter County Oak Hammock, LLC, is the owner (hereinafter “Owner”) of certain real property described below, that is situated outside of the municipal limits of the City of Bushnell, Sumter County, Florida, and the Owner has petitioned that the described property be annexed to and become a part of the City of Bushnell. Said property being more particularly described as follows:

**SEE LEGAL DESCRIPTION AND MAP ATTACHED HERETO AS EXHIBIT “A”
AND INCORPORATED HEREIN BY REFERENCE;**

and

WHEREAS, the City Council of the City of Bushnell, Florida, has determined that the subject property is the proper subject of annexation; and

WHEREAS, the Owner has formally petitioned the City Council for such voluntary annexation and that said petition bears the signature of the Owner or Owner’s representative; and

WHEREAS, it has been determined by the City Council that it is in the best interest of the City of Bushnell, Florida, to have such property incorporated into the City limits; that the property is reasonably compact and contiguous to the boundaries of the City; that the requested annexation will not result in the creation of enclaves within the corporate boundaries of the City of Bushnell; and that the future use of the property to be annexed is for urban purposes.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA, AS FOLLOWS:

1. The following described property:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE**

is hereby annexed to and is made part of the territorial boundaries of the City of Bushnell, Florida, a municipal corporation.

2. That the corporate limits and the territorial boundaries of the City of Bushnell, Sumter County, Florida, shall embrace, include, and contain the following real property lying in Sumter County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE**

3. This ordinance shall take effect upon its enactment by the City Council.

THE PROPOSED Ordinance was read at the regularly scheduled meeting of the Bushnell City Council held on October 7, 2024. Upon motion made by Councilman _____, and seconded by Councilman _____, it was moved that the ordinance be published in a newspaper of general circulation in the City of Bushnell, Sumter County, Florida, in accordance with the requirements of Florida Statutes, and that the ordinance again be presented to the City Council for a second reading and a public hearing at a regular or special meeting of the City Council, such meeting to be held not sooner than ten (10) days from the date of publication. Upon the matter being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons Jr. _____

Councilwoman Margaret A. Thies _____

Councilman Dale Barnes _____

Vice-Mayor/Councilwoman Karen Davis _____

Councilman Dale Swain _____

THIS ORDINANCE having been passed on the first reading, it was moved by _____
_____ that the ordinance be passed and ordained on second
reading pursuant to notice of public hearing, published on the ____ day of _____,
2024, in the Sumter County Times. This Motion was seconded by _____
_____ and upon being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons Jr. _____

Councilwoman Margaret A. Thies _____

Councilman Dale Barnes _____

Vice-Mayor/Councilwoman Karen Davis _____

Councilman Dale Swain _____

That upon being finally passed and becoming an ordinance of the City of Bushnell, Florida, the ordinance so adopted, or a certified copy thereof, shall be filed with the Clerk of the Circuit Court in Sumter County, Florida, the Chief Administrative Office of Sumter County, and with the Department of State, State of Florida.

Approved by me this ____ day of _____, 2024.

ATTEST:

HONORABLE JESSIE SIMMONS JR.
Mayor – Councilman

Christina Dixon - City Clerk

EXHIBIT "A"

ORDINANCE NUMBER 2024-52

Sumter County Property Appraiser Parcel Identification Number: N17H229

Lot 13, Block 4, Bushnell Park Plat No. 28, according to the plat thereof recorded in Plat Book 1, page 131, public records of Sumter County, Florida.

PETITION FOR VOLUNTARY ANNEXATION

TO: THE BUSHNELL CITY COUNCIL
City of Bushnell
State of Florida

Come now the Owner or Legal Representative whose name(s) appear below:

Legal Owner

Name(s): SUMTER COUNTRY OAK HAMMOCK, LLC — W.C.SPAUDE

Mail Address: 616 S. ROLAND ST

City, State, Zip: BUSHNELL, FL 33513

Phone No. (352.303.0747) [] Home [X] Cell [] Business

being all of the owner(s) of the following described property:

PARCEL NUMBER: N17H229 SEC. 17. TWP. 21. RGE. 22

Disclaimer: The City of Bushnell is not responsible for the accuracy of the parcel number or its associated legal description of the real property that is subject of this annexation application. If you are uncertain as to the legal description of the property you should retain the services of a licensed surveyor to prepare the legal description of the property that is to be annexed into the City of Bushnell.

- CURRENT COUNTY ZONING R4C CURRENT COUNTY LANDUSE Rural Residential
- REQUESTED CITY ZONING _____ REQUESTED CITY LANDUSE _____

Do hereby petition the City council for the City of Bushnell, Florida, to annex the described property into the City of Bushnell, and to re-define the City limits of the City of Bushnell in such manner as to include such property.

Petitioner(s) hereby state:

I understand that all rules, ordinances, land development regulations and taxation of the City will apply upon annexation to the City of Bushnell. I have been provided a summary of above-mentioned information.

This petition has been executed on August 5th, 2024.

OWNER(S) OR LEGAL REPRESENTATIVE:

W.C. Spaude

SIGNATURE

W.C. SPAUDE

Printed Name

SIGNATURE

Printed Name

Marlene P Vargas

WITNESS Marlene P Vargas

8677 E. Daniels Rd, Floral City FL 34436

Title (If Applicable)

Raymond Hannan

WITNESS

Title (If Applicable)

SWORN TO ME AND SUBSCRIBED BEFORE ME THIS 5th DAY OF August, 2024.

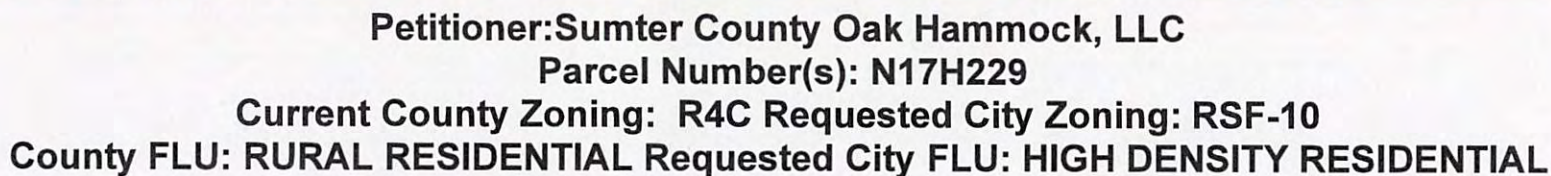
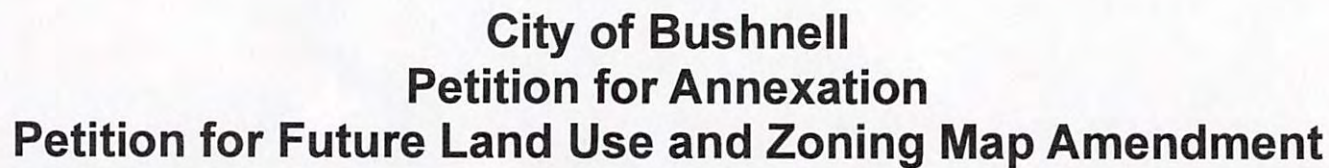
PERSONALLY KNOWN TO ME [✓] OR IDENTIFICATION PROVIDED: DL NO. _____

Marlene P Vargas

SIGNATURE OF NOTARY



COPY OF DRIVER LICENSE ATTACHED ✓	COPY OF WARRANTY DEED ATTACHED ✓
LAND USE VERIFIED ✓	ZONING VERIFIED ✓
CONFIRMED BY APPLICANT _____	
APPLICATION RECEIVED BY THE CITY OF BUSHNELL, FLORIDA, ON <u>August 5</u> , 20 <u>24</u> .	



RSF-10 "Single-Family High Density Residential" This district is established to implement comprehensive plan policies for managing high density residential development at a density not to exceed ten (10) units per acre. The RSF-10 district is established for residential development in locations within one-half (1/2) mile of the city center or a commercial center adjacent to US 301 or CR 48, where services are or will be provided in association with the development.

1) Permitted uses.

- A) Single-family conventional detached dwelling units.
- B) Single-family attached conventional dwelling units.
- C) Two-family (duplex) Dwellings.
- D) Guest/servant quarters not to exceed thirty (30) percent of living area of the principal dwelling unit pursuant to Miscellaneous Regulations chapter of this Code.
- E) Customary accessory structures and uses incidental to the principal structure. Accessory structures shall be limited in size to a maximum of thirty-five (35) percent of the square footage of the principal structure.
- F) Licensed community residential homes with one to six (1—6) residents provided that a minimum of one thousand feet (1,000') separation is maintained from any other community residential home. F.S.419.001 (1)(a) F.S. 419.001(2)
- G) Home occupations pursuant to Section 65.28 of this Code.
- H) Neighborhood recreational facilities.
- I) Licensed community residential homes with more than six (6) residents provided that a minimum of one thousand feet (1,000') separation is maintained from any other community residential home.
- J) Family child care homes subject to F.S. requirements.
- K) Public use recreation facilities, including marinas.
- L) Bed and breakfast inns.
- M) Licensed day care center.
- N) Public and private schools.
- O) Community centers.
- P) Churches -parsonage.
- Q) Clubs, lodges and fraternal organizations.
- R) Tents.

2) Uses expressly prohibited.

- A) Multi-family conventional residential dwelling units.
- B) Mobile homes.
- C) Commercial land uses.
- D) Industrial land uses.
- E) Any use prohibited by City, state or federal law.

3) Design standards.

- A) Minimum lot area shall be four thousand three hundred fifty six (4,356) square feet. Subdivisions may be designed to allow clustering of residential dwelling units; however, overall density may not exceed ten (10) dwelling units per acre.
- B) Minimum lot width at the building setback line shall be sixty (60) feet. Minimum lot widths may be waived if clustering of units is provided.
- C) Maximum building height shall not exceed forty (40) feet.
- D) Minimum setback requirements:
 - 1. Front yard setback:
 - a. Local roadway: Twenty-five (25) feet.
 - b. Collector roadway: Thirty (30) feet.
 - c. Arterial roadway: Thirty five (35) feet.
 - 2. Side yard setback when adjoining:
 - a. Another lot: Ten (10) feet.
 - b. Local roadway: Twenty-five (25) feet.
 - c. Collector roadway: Thirty (30) feet.
 - d. Arterial roadway: Thirty five (35) feet.

3. Rear yard setback: Ten (10) feet
 4. Where a front yard of lesser depth than required exists in front of dwellings on more than sixty (60) percent of lots of record on one (1) side of the street in any one (1) block in an RSF-10 district, the depth of the front yard for any building hereafter erected or replaced on any lot in such block need not be greater than the average depth of front yards of existing buildings.
 - E) Minimum accessory uses and structures setback requirements. All accessory use buildings and uses shall be located only in the rear yard except that parking may be located in a side and front yard.
 1. Rear yard setback: Ten (10) feet
 - F) The maximum impervious surface ratio (which includes building coverage) shall not exceed thirty-five (35) percent.
 - G) Minimum floor area shall not be less than six hundred (600) square feet which does not include porches, garages, utility rooms, etc.
- 4) New development areas. New development areas shall be developed with neighborhoods that create a sense of place and incorporate the following features:
- A) Supported by mixed use developments which incorporate schools, parks and open spaces and civic spaces.
 - B) Developed with an orderly transportation network that includes new collector roads and a recreational trail system.
 - C) Provision for facilities to support the development of a public transit system.
 - D) The enhanced conservation of lakes and wetlands through conservation designations, recreation areas and trails.
 - E) The identification and reservation of land, or provision of appropriate mitigation for the following public facilities and services, if it is determined that the proposed new development has an impact on the public facilities and services:
 1. Right-of-way for limited access, collector and local roads, bikeways and recreational trails.
 2. Water and wastewater treatment facility sites.
 3. Community and neighborhood parks.
 4. School sites.
 5. Police, EMS and fire station sites.
 6. Other facilities used to deliver public service.



NEW BUSINESS

ITEM # 4

***FIRST READING OF ORDINANCE
2024-53, AN ORDINANCE OF THE CITY OF
BUSHNELL, FLORIDA, PROVIDING FOR A
SMALL-SCALE COMPREHENSIVE PLAN
AMENDMENT DESIGNATING CERTAIN
REAL PROPERTY ANNEXED INTO THE CITY
AS HDR, HIGH DENSITY RESIDENTIAL, ON
THE FUTURE LAND USE MAP; AND
PROVIDING AN EFFECTIVE DATE. PARCEL:
N17H229 OWNER: SUMTER COUNTRY OAK
HAMMOCK, LLC.***

ORDINANCE NUMBER 2024-53
Parcel Number N17H229

AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS HDR, HIGH DENSITY RESIDENTIAL, ON THE FUTURE LAND USE MAP; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bushnell, Florida, has previously adopted a Comprehensive Plan which incorporated a Future Land Use Map showing the land use classification of all property located within the City limits; and

WHEREAS, subsequent to the adoption of the Comprehensive Plan and Future Land Use Map, the following described real property owned by Sumter County Oak Hammock, LLC, was annexed into the City:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE;

and

WHEREAS, the City Council of the City of Bushnell has determined that said land, as described in Exhibit "A" should be designated as HDR, High Density Residential, land use category on the Future Land Use Map; and

WHEREAS, this amendment to the Comprehensive Plan is pursuant to the provisions for small scale amendments set forth in Chapter 163, Florida Statutes; and

WHEREAS, the Comprehensive Plan's Future Land Use Map should be amended to reflect this change.

NOW THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA, AS FOLLOWS:

1. The Future Land Use Map of the Comprehensive Plan is hereby amended to designate the following described land as HDR, High Density Residential, land use classification:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. This Ordinance shall take effect upon its enactment by the City Council.

THE PROPOSED Ordinance was read at the regularly scheduled meeting of the Bushnell City Council held on October 7, 2024. Upon motion made by _____, and seconded by _____, it was moved that the ordinance be published in a newspaper of general circulation in the City of Bushnell, Sumter County, Florida, in

accordance with the requirements of Florida Statutes, and that the ordinance again be presented to the City Council for a second reading and a public hearing at a regular or special meeting of the City Council, such meeting to be held not sooner than ten (10) days from the date of publication. Upon the matter being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr.	_____
Councilwoman Margaret A. Thies	_____
Vice-Mayor/ Councilwoman Karen Davis	_____
Councilman Dale Barnes	_____
Councilman Dale Swain	_____

THE ORDINANCE having been passed on the first reading, it was moved by _____ that the ordinance be passed and ordained on second reading pursuant to notice of public hearing published on the ____ days of _____, 2024, in the Sumter County Times. This Motion was seconded by _____, and upon being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr.	_____
Councilwoman Margaret A. Thies	_____
Vice-Mayor/ Councilwoman Karen Davis	_____
Councilman Dale Barnes	_____
Councilman Dale Swain	_____

Approved by me this ____ day of _____, 2024

HONORABLE JESSIE SIMMONS, JR.
Mayor - Councilman

ATTEST:

Christina Dixon - City Clerk

EXHIBIT "A"

ORDINANCE NUMBER 2024-53

Sumter County Property Appraiser Parcel Identification Number: N17H229

Lot 13, Block 4, Bushnell Park Plat No. 28, according to the plat thereof recorded in Plat Book 1, page 131, public records of Sumter County, Florida.



NEW BUSINESS

ITEM # 5

***FIRST READING OF ORDINANCE
2024-54, AN ORDINANCE OF THE CITY OF
BUSHNELL, FLORIDA, DESIGNATING
CERTAIN REAL PROPERTY ANNEXED INTO
THE CITY AS RSF-10, SINGLE-FAMILY HIGH
DENSITY RESIDENTIAL, ZONING DISTRICT;
AND PROVIDING AN EFFECTIVE DATE.
PARCEL: N17H229 OWNER: SUMTER
COUNTRY OAK HAMMOCK, LLC.***

ORDINANCE NUMBER 2024-54
Parcel Number N17H229

AN ORDINANCE OF THE CITY OF BUSHNELL, FLORIDA, DESIGNATING CERTAIN REAL PROPERTY ANNEXED INTO THE CITY AS RSF-10, SINGLE-FAMILY HIGH DENSITY RESIDENTIAL, ZONING DISTRICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bushnell, Florida, has adopted a zoning ordinance assigning certain land use classification to all real property located within the City limits; and

WHEREAS, certain property, as described in Exhibit "A" attached hereto and incorporated herein, has been annexed into the City; and

WHEREAS, the City Council of the City of Bushnell, Florida, has determined that the most appropriate zoning classification for the property is a RSF-10, Single-Family High Density Residential, zoning district.

NOW THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA, AS FOLLOWS:

1. The zoning classification of the land described in Exhibit "A" and located within the City limits of the City of Bushnell, Florida, is hereby designated as RSF-10, Single-Family High Density Residential, zoning district.

2. This Ordinance shall take effect upon its enactment by the City Council.

THE PROPOSED Ordinance was read at the regularly scheduled meeting of the Bushnell City Council held on October 7, 2024. Upon motion made by _____, and seconded by _____, it was moved that the ordinance be published in a newspaper of general circulation in the City of Bushnell, Sumter County, Florida, in accordance with the requirements of Florida Statutes, and that the ordinance again be presented to the City Council for a second reading and a public hearing at a regular or special meeting of the City Council, such meeting to be held not sooner than ten (10) days from the date of publication. Upon the matter being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr. _____

Councilwoman Margaret A. Thies _____

Vice-Mayor/ Councilwoman Karen Davis _____

Councilman Dale Barnes _____

Councilman Dale Swain _____

THE ORDINANCE having been passed on the first reading, it was moved by _____ that the ordinance be passed and ordained on second reading pursuant to notice of public hearing published on the ____ days of _____, 2024, in the Sumter County Times. This Motion was seconded by _____, and upon being submitted to a vote, the results were as follows:

Mayor/Councilman Jessie Simmons, Jr. _____

Councilwoman Margaret A. Thies _____

Vice-Mayor/ Councilwoman Karen Davis _____

Councilman Dale Barnes _____

Councilman Dale Swain _____

Approved by me this ____ day of _____, 2024

HONORABLE JESSIE SIMMONS, JR.
Mayor - Councilman

ATTEST:

Christina Dixon - City Clerk

EXHIBIT "A"

ORDINANCE NUMBER 2024-54

Sumter County Property Appraiser Parcel Identification Number: N17H229

Lot 13, Block 4, Bushnell Park Plat No. 28, according to the plat thereof recorded in Plat Book 1, page 131, public records of Sumter County, Florida.



NEW BUSINESS

ITEM # 6

*APPROVAL OF RESOLUTION
2024-05, A RESOLUTION OF THE CITY
OF BUSHNELL, FLORIDA, GRANTING
A VARIANCE TO THE SETBACK
REQUIREMENTS TO PERMIT THE
CONSTRUCTION OF A SINGLE FAMILY
RESIDENCE WITHIN THE TWENTY FIVE
(25') FOOT SETBACK AREA ON THE NORTH
SIDE OF REAL PROPERTY LOCATED IN A
RESIDENTIAL ZONED DISTRICT OF THE
CITY; AND PROVIDING AN EFFECTIVE
DATE.*

RESOLUTION NUMBER 2024-05
Parcel Number: N16R051

A RESOLUTION OF THE CITY OF BUSHNELL, FLORIDA, GRANTING A VARIANCE TO THE SETBACK REQUIREMENTS TO PERMIT THE CONSTRUCTION OF A SINGLE FAMILY RESIDENCE WITHIN THE TWENTY FIVE (25') FOOT SETBACK AREA ON THE NORTH SIDE OF REAL PROPERTY LOCATED IN A RESIDENTIAL ZONED DISTRICT OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Bushnell, Florida, has adopted zoning ordinance that specify design standards for buildings and facilities located within zoning districts in the City; and

WHEREAS, certain property, as described in Exhibit "A" attached hereto and incorporated herein, is located within the City, and that said property is also located within a residential zoned district; and

WHEREAS, the owner, HABITAT FOR HUMANITY OF LAKE-SUMTER FLORIDA INC, of the property described in Exhibit A (herein after referred to as the 'property') has petitioned the City for a variance to allow the construction of a single family residence within the twenty-five (25') foot setback requirement imposed by the City's Land Development Code for buildings located within a residential zoned district; and

WHEREAS, the property owner HABITAT FOR HUMANITY OF LAKE-SUMTER FLORIDA INC, has petitioned the City for a variance to allow for the construction of a single family residence to within eighteen (18') feet of the north boundary line of the property described in Exhibit A; and

WHEREAS, the petition for the variance was reviewed and heard by the City of Bushnell's Board of Adjustment and Code Enforcement (hereinafter referred to as the "Board of Adjustment") at a hearing properly notice and held on August 13, 2024; and

WHEREAS, the Board of Adjustment, having heard testimony and received evidence presented at the hearing on the petition for the setback variance, and upon a unanimous vote in favor of recommending approval of the variance to the City Council of the City of Bushnell, the Board of Adjustment found as follows:

- (1) That special conditions and circumstances exist which are peculiar to the planned use of the property by the owners; and
- (2) That special conditions and circumstances exist that are not the results of actions of the owners because the drain field and water utility lines servicing the property are located on the property in such a manner that a carport cannot be

constructed on the property except on the north side and within the setback area;
and

(3) That the variance will not confer on the applicant-owner any special privilege that is denied to other properties in the same zoning district; and

(4) That a literal interpretation of the provisions of the City's code of land development regulations would deprive the applicant of rights that could be enjoyed by other properties in the same zoning district; and

(5) That the variance is the minimum variance that will make possible the reasonable intended use of the property by the owner, HABITAT FOR HUMANITY OF LAKE-SUMTER FLORIDA INC; and

(6) That the variance will be in harmony with the general intent and purpose of the City's land development code and that such variance will not be injurious to the surrounding area or otherwise be detrimental to the public welfare.

NOW THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA, AS FOLLOWS:

1. The petition for a variance to construct a single family residence within the twenty-five (25') foot setback restriction on the north side of the subject property imposed by the City's Land Development Code in a residential zoned district is granted.

2. The following described property, owned by HABITAT FOR HUMANITY OF LAKE-SUMTER FLORIDA INC, shall be vested with a variance from the setback restriction of twenty-five (25') feet imposed by the City of Bushnell's Land Development Code, said property being more particularly described as:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

3. The variance granted herein shall be construed and interpreted to permit the construction of a carport within eighteen (18') feet of the north boundary line of the above described real property.

4. This variance shall be further interpreted and construed as an appurtenance and benefit to, and run with, the real property described above and shall inure to the benefit of the heirs, successors, grantees, and assigns of the present owner, HABITAT FOR HUMANITY OF LAKE-SUMTER FLORIDA INC, and to all future owners of the property.

5. This Resolution shall take effect upon its enactment by the City Council.

Upon motion made by Councilman _____, and seconded by _____, this Resolution was passed and adopted by the City Council of the City of Bushnell, Florida. The vote upon this Resolution was as follows:

Mayor/Councilman Jessie Simmons Jr. _____

Councilwoman Margaret A. Thies _____

Councilman Dale Barnes _____

Vice-Mayor/Councilwoman Karen Davis _____

Councilman Dale Swain _____

This Resolution was adopted by the City Council of the City of Bushnell, Florida, on the 7th day of October, 2024, at a regularly scheduled meeting of the City Council.

Approved by me this 7th day of October, 2024.

HONORABLE JESSIE SIMMONS JR
Mayor - Councilman

ATTEST:

Christina Dixon - City Clerk

EXHIBIT "A"
Resolution Number 2024-05

Sumter County Property Appraiser Parcel Number N16R051



NEW BUSINESS

ITEM # 7

***APPROVAL OF RESOLUTION
2024-06, A RESOLUTION OF THE CITY OF
BUSHNELL, FLORIDA, RELATING TO THE
STATE REVOLVING FUND LOAN PROGRAM;
MAKING FINDINGS; AUTHORIZING THE
LOAN APPLICATION; AUTHORIZING THE
LOAN AGREEMENT; ESTABLISHING
PLEDGED REVENUES; DESIGNATING
AUTHORIZED REPRESENTATIVES;
PROVIDING ASSURANCES; PROVIDING FOR
CONFLICTS, SEVERABILITY, AND AN
EFFECTIVE DATE.***

RESOLUTION 2024-06

A RESOLUTION OF THE CITY OF BUSHNELL, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of improvements to the wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW60044 as eligible for available funding; and

WHEREAS, the City of Bushnell, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Bushnell, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net Water and Wastewater Proprietary Fund revenues after payment of debt service on the City's Series Centerstate Bank Bond Refunding Loan, in the amount of \$2,505,000 Water and Sewer System Revenue Bonds.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is 166.111, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

Upon motion made by _____, and seconded by _____, this Resolution was passed and adopted by the City Council of the City of Bushnell, Florida, at a City Council meeting held on October 7, 2024. The vote upon this Resolution was as follows:

Mayor/Councilman Jessie Simmons Jr. _____

Councilwoman Margaret A. Thies _____

Councilman Dale Barnes _____

Vice-Mayor/Councilwoman Karen Davis _____

Councilman Dale Swain _____

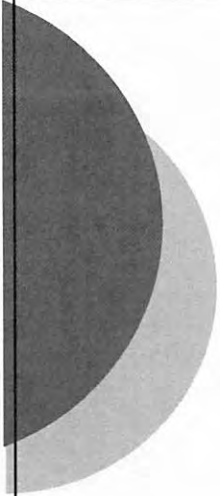
This Resolution was adopted by the City Council of the City of Bushnell, Florida, on the 7th day of October, 2024, at a regularly scheduled meeting of the City Council.

Approved by me this 7th day of October, 2024.

ATTEST:

HONORABLE JESSIE SIMMONS JR.
Mayor – Councilman

Christina Dixon - City Clerk



NEW BUSINESS

ITEM # 8

***REQUEST FOR APPROVAL OF THE REAL
ESTATE PURCHASE AGREEMENT BETWEEN
THE CITY OF BUSHNELL AND A.C.M.S., INC.***

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made as of the _____ day of _____, 2024 (the "Effective Date"), by and among the City of Bushnell, Florida ("Purchaser"), and A.C.M.S., Inc., a Florida corporation ("Seller").

WITNESSETH

WHEREAS, Seller is the owner of certain real property consisting of approximately 80.22 acres located at 1032 CR 529A, Lake Panasoffkee, Florida 33538, Parcel Number J23-041 (the "Seller Parcel"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, that certain real property which is a portion of the Seller Parcel, containing approximately 40 acres and as generally depicted on the attached "Exhibit A" and to be more particularly described by the Survey (as defined below), together with all buildings and improvements thereon, and certain other appurtenant rights, privileges, easements and other interests, (hereinafter referred to as the "Real Property") on the terms and conditions set forth in this Agreement.

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

1. **Agreement to Sell and Convey.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of the Real Property.

2. **Purchase Price and Payment.** The purchase price to be paid for the Real Property is One and No/100 Dollars (\$1.00) ("Purchase Price"), payable in cash or other certified funds at Closing into escrow directly with such title company as Purchaser may reasonably select (the "Title Company").

3. **As-Is/Where-Is Condition of Property.** Except as otherwise expressly set forth in Section 5 hereof, Purchaser is purchasing the Real Property in as AS-IS WHERE-IS CONDITION. Except for the specific warranties and representations made in Section 5 of this Agreement by Seller, Seller is not making and has not made any other warranty or representation.

4. **Title / Survey / Inspection.**

(A) **Title.** Seller shall deliver to Purchaser a copy of Seller's existing owner's title insurance policy with respect to the Real Property, if any, within ten (10) days of the Effective Date. Purchaser shall have the right, at Purchaser's cost, to obtain a current commitment for title insurance (together with legible copies of all title exceptions referenced therein) issued by the Title Company for issuance of an Owner's Policy of Title Insurance for the Real Property in an amount equal to the Purchase Price (the "Title Commitment").

(B) **Survey.** Seller shall deliver to Purchaser a copy of Seller's most recent survey of the Seller Parcel, if any, within ten (10) days of the Effective Date. Purchaser shall

either, at Purchaser's cost order a new survey of both the Seller Parcel and the Real Property (the "Survey"). The legal description of the Real Property and the remainder of the Seller Parcel shall be determined and approved by the parties based on the Survey. Furthermore, and based on the Survey, Seller shall also have the right to determine if it requires any post-Closing easement rights for the benefit of the remainder of the Seller Parcel, and Purchaser shall cooperate with any such requests as reasonably necessary, with any such easements to be executed and recorded at Closing.

(C) **Review of Title Commitment and Survey.** Purchaser shall have from the Effective Date through 11:59 p.m. on the date that is thirty (30) days after the Effective Date (the "Inspection Period"), in which to review the Title Commitment and the Survey and give written notice to Seller specifying any objections to the Title Commitment or the Survey which are not acceptable to Purchaser in Purchaser's sole discretion (the "Objections"). For the purposes of this Agreement, all easements, restrictions, liens, encumbrances or other conditions which are shown on the Title Commitment and/or the Survey and which are not objected to by Purchaser as described above are hereinafter collectively referred to as the "Permitted Exceptions". If Purchaser notifies Seller in writing of Objections to the Title Commitment or the Survey before the expiration of the Inspection Period, then Seller may, but shall not be obligated to at any time prior to ten (10) days following the date on which it receives a copy of the Objections (the "Cure Period"), make efforts to satisfy the Objections. If Seller for any reason refuses or fails to satisfy any Objections prior to the end of the Cure Period, then Purchaser shall have the option of either (i) waiving the unsatisfied Objections, in which event those unsatisfied Objections shall become Permitted Exceptions, or (ii) terminating this Agreement, in which event, the earnest money deposit, if any, shall be returned to Purchaser. Upon termination, neither party shall have any further rights or obligations under this Agreement other than obligations, which, by their express terms, survive termination of this Agreement.

(D) **Inspections of the Real Property.** Purchaser shall have the right during the Inspection Period to make such examinations, studies, inspections and investigations of the Real Property as Purchaser may deem advisable in its sole discretion (collectively, the "Inspections"). The timing of all Inspections shall be mutually agreed to by Seller and Purchaser. Additionally, Seller shall cooperate with Purchaser in making the Inspections of the Real Property, and shall promptly deliver copies it possesses of any and all books, records and other information relating to the Real Property, as Purchaser shall reasonably request. If Purchaser, in its sole and absolute discretion, is not satisfied with the results of its Inspections of the Real Property pursuant to this Section 4(D), then Purchaser may, at its sole option, elect to terminate this Agreement by written notice delivered to Seller on or before the expiration of the Inspection Period, in which event, the earnest money deposit, if any, shall be returned to Purchaser, and neither party shall have any further rights or obligations under this Agreement other than obligations, which, by their express terms, survive termination of this Agreement. If Purchaser shall fail to terminate this Agreement on or prior to the expiration of the Inspection Period, Purchaser shall have no further right to terminate this Agreement pursuant to this Section 4(D).

5. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that:

(A) **Authority.** Seller has the requisite authority for the execution and delivery of this Agreement and the transactions contemplated herein, and all action required by any

applicable law or otherwise with regard to the sale and transfer of the Real Property has been, or will be at the Closing, appropriately authorized and accomplished.

(B) **Litigation.** There are no legal proceedings of any type or nature (including condemnation) pending or threatened relating to the Real Property or which would adversely affect the ability of Seller to perform its obligations hereunder.

(C) **Foreign Person.** Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto.

(D) **Compliance.** Seller has complied with and the Real Property is in compliance with all applicable laws, ordinances, regulations, codes, resolutions, rules and statutes relating to the Real Property or the use and operation thereof.

6. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Purchaser that:

(A) **Organization and Power.** Purchaser is a municipal corporation, duly incorporated and in good standing under the laws of the State of Florida and has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement.

(B) **Authority.** Purchaser has obtained the requisite approval and consents of its sole director for the execution and delivery of this Agreement and the transactions contemplated herein, and all action required by any applicable law or otherwise with regard to the sale and transfer of the Real Property has been, or will be at the Closing, appropriately authorized and accomplished.

(C) **Adequate Financing.** Purchaser has adequate funds available to complete the transaction as contemplated hereunder.

(D) **Litigation.** There are no legal proceedings of any type or nature (including condemnation) pending or threatened which would adversely affect the ability of Purchaser to perform its obligations hereunder.

7. **Covenants of Parties.**

(A) **Acts Affecting Real Property.** Except as otherwise provided herein or as otherwise requested by and in coordination with Purchaser, from and after the Effective Date, Seller will refrain from:

(i) performing any grading or excavation, construction or removal of any improvements, or making any other change or improvement upon or about the Real Property;

(ii) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrance in any way affecting the Real Property; and

(iii) entering into any lease, rental agreement, rental arrangement or operating agreement affecting any part of the Real Property.

(B) **Transfer Taxes, Fees and Expenses.** All transfer taxes and other recording and filing fees incurred in connection with this Agreement shall be borne by Purchaser. Purchaser shall pay any escrow fees. The parties will assist each other in the filing of all necessary tax returns and other documentation with respect to all such transfer and recording taxes and fees, and if required by applicable law, will join in the execution of any such tax returns and other documentation.

(C) **Real Estate Taxes.** At or prior to Closing, Seller shall pay any and all delinquent real estate taxes and installments of assessments, including penalties and interest, and shall pay or credit on the Purchase Price to Purchaser at Closing installments of assessments then due and payable and real estate taxes, whether then due and payable or to later become due and payable, for any year(s) prior to Closing and a portion of the same for the year in which Closing occurs, prorated through the Closing Date. Proration of undetermined taxes shall be based on, and Seller's credit at Closing for real estate taxes for the year in which Closing occurs shall be calculated based on, the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. As so computed, Seller's credit for real estate taxes through the Closing Date for taxes to later come due and payable shall be final at Closing and not subject to post-Closing adjustment.

(D) **Risk of Loss.** Seller assumes all risk of loss due to fire or other casualty up to the time of Closing, relevant to the Real Property to be transferred hereunder. In the event any such loss occurs prior to the Closing Date, Seller shall provide Purchaser written notice thereof and Seller may (a) terminate this Agreement on written notice to Purchaser and upon such termination there shall be no further liability on the part of Seller or Purchaser hereunder, or (b) elect to proceed with the transaction, in which event Purchaser shall be entitled to all insurance money, if any, payable to Seller under all policies of insurance covering the Real Property so damaged or destroyed. Until the Closing, Seller shall keep the Real Property insured against fire and other risks and shall provide evidence of adequate insurance coverage at Purchaser's request. All risk of loss due to fire or other casualty after the Closing Date shall be the sole responsibility of Purchaser.

(E) **Eminent Domain.** If any material part of the Real Property, or access thereto shall, prior to the filing of the deed for record, be taken by public authority, or notice of such proposed taking be received, then Purchaser shall have assigned to it all claims and rights of recovery on such taking.

8. **Conditions to Obligations of Purchaser.** Each and every obligation of Purchaser under this Agreement to be performed at the Closing, shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless waived in writing by Purchaser:

(A) **Performance.** Seller shall have performed, delivered and complied with all agreements, obligations and conditions required by this Agreement to be performed, delivered or complied with by it on or prior to the Closing Date.

(B) **Title Policy.** The Title Company shall have irrevocably committed to issue to Purchaser an Owner's Policy of Title Insurance for the Real Property subject to the Permitted Exceptions (the "Title Policy").

(C) **Representations & Warranties.** The representations and warranties of Seller contained herein shall be true, complete and accurate in all material respects as of the date when made and as of the Closing Date and the Effective Time, as though such representations and warranties were made as of such date, except for changes expressly permitted or contemplated by the terms of this Agreement.

(D) **Inspection Period.** Purchaser shall be satisfied, in its sole discretion, with the condition of the Real Property and all Inspections conducted in connection therewith.

The conditions set forth in this Section 8 are solely for the benefit of Purchaser and may be waived only by Purchaser. Purchaser shall at all times have the right to waive any condition.

9. **Conditions to Obligations of Seller.** Each and every obligation of Seller under this Agreement to be performed at the Closing, shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless waived in writing by Seller:

(A) **Performance.** Purchaser shall have performed, delivered and complied with all agreements, obligations and conditions required by this Agreement to be performed, delivered or complied with by it on or prior to the Closing Date.

(B) **Representations & Warranties.** The representations and warranties of Purchaser contained herein shall be true, complete and accurate in all material respects as of the date when made and as of the Closing Date and the Effective Time, as though such representations and warranties were made as of such date, except for changes expressly permitted or contemplated by the terms of this Agreement.

(C) **Permit Modification of Height Restriction.** The Construction Operating Permit Solid Waste/Landfill for the Heart of Florida Landfill (the "Landfill") shall have been amended (including without limitation, Section B7) to increase the permitted landfill height at the Landfill from 250 feet MSL elevation to at least 307.5 feet MSL elevation or the maximum Florida DEP Permitted Height, whichever is greater. Once amended, the current Community Solid Waste Trust Fund Fee of \$2.12 shall be increased in the amount of \$0.20 per ton, on any qualifying tons, to \$2.32. The increased Community Solid Waste Trust Fund Fee shall be subject to annual increased adjustments based on the Consumer Price Index (CPI). Twenty-five percent (25%) of the \$0.20 increase in the Trust Fund Fee related to the change in permitted height shall be designated for use in City of Bushnell public parks and recreational areas. As part of this allocation, appropriate recognition of Waste Connections and/or Heart of Florida Landfill will be prominently

displayed within these parks and recreational areas. This recognition will serve to acknowledge the contribution and partnership of Waste Connections and/or Heart of Florida Landfill in supporting the community's recreational infrastructure. The specific form and manner of this recognition will be determined in consultation with the Purchaser to ensure suitability and alignment with community standards and park aesthetics. The proposed Amendment 2 to the Construction Operating Permit Solid Waste/Landfill for the Heart of Florida Landfill, is attached hereto as "Exhibit B."

(D) **Leachate Disposal Agreement Amendment.** Purchaser shall amend the current leachate disposal agreement, attached hereto as "Exhibit C," in a form acceptable to both Seller and Purchaser, which agreement shall at a minimum provide for the following provisions:

- (i) Purchaser shall guarantee Seller's leachate disposal at the City of Bushnell wastewater treatment plant (the "Facility") of up to 100,000 gallons per day, so long as the Seller obtains a Wastewater Discharge Permit from the Purchaser, which shall not be unreasonably withheld;
- (ii) Purchaser shall provide for a direct discharge rate of \$0.050000 (5¢) per gallon or less for Seller's leachate disposal at the Facility, subject to annual increased adjustments based on the CPI;
- (iii) Purchaser shall allow for pipeline connectivity via lift station for leachate disposal from the Landfill directly to the Facility, so long as the Seller installs a packaged pre-treatment system at the Landfill suitable to meet pre-treatment standards described in "Exhibit D;"
- (iv) Seller shall install a continuous digital Magnetic Inductive Flowmeter on leachate pipeline. Flowmeter type and location shall be suitable to Purchaser. Seller shall perform annual Flowmeter calibration testing by a certified 3rd party approved by the City. Calibration results will be shared with Purchaser within 30 days. All ongoing Flowmeter testing, maintenance or replacement costs shall be the responsibility of the Seller. Seller shall provide Purchaser uninterrupted access to Flowmeter.
- (v) Seller shall install continuous pH and Temperature meter(s) on leachate pipeline. Meter type(s) and location(s) shall be suitable to Purchaser. Seller shall perform annual calibration testing by certified 3rd party approved by the City. Calibration results will be shared with Purchaser within 30 days. All ongoing meter(s) testing, maintenance or replacement costs shall be the responsibility of the Seller. Seller shall provide Purchaser uninterrupted access to meter(s).

- (vi) Seller shall adhere to General Sewer Use Requirements, including prohibited discharge standards and pre-treatment standards, incorporated herein as "Exhibit D;"
- (vii) Seller shall reserve the right for the receiving facility to discontinue receipt at any time should the leachate exceed parameters described in "Exhibit D," or become problematic for the Facility.
- (viii) Seller's inability to continuously meet leachate Pre-Treatment requirements set forth in "Exhibit D" shall have no bearing on the Real Estate parcel transaction described in this Agreement and depicted in "Exhibit A."

(E) **Amend Existing Community Solid Waste Trust Fund.** The Construction and Operating Permit for the Landfill shall have been amended (including without limitation, Section B14), attached as "Exhibit B," to exempt Auto Shredder Residue (ASR) from the tons subject to the fee. Twenty-five percent (25%) of the \$0.20 increase in the Trust Fund Fee related to the change in permitted height shall be designated for use in City of Bushnell public parks, recreational areas and for community events.

(F) **Solid Waste Disposal.** Seller agrees to reduce the Purchaser's current solid waste disposal fee from \$29 per ton to \$15 per ton, applicable up to a cap of 50,000 tons annually. Any disposal quantities beyond this cap will be subject to the standard rates. The reduced rate shall be subject to annual adjustments based on the CPI.

(G) **Lot Split.** The Real Property shall have been properly and legally split and/or subdivided from the Seller Parcel so that both the Real Property and the remainder of the Seller Parcel are both legally permitted stand-alone parcels pursuant to all applicable laws, rules, ordinances and regulations.

(H) **Approvals.** Any and all approvals, consents, licenses, agreements, authorizations, certificates and/or permits that must be officially issued or rendered by any governmental authority and/or which are otherwise necessary and/or appropriate in order to approve all of the terms and conditions of this Agreement, including, without limitation, Sections 9(C), (D), (E), (F), and (G) above, shall have been irrevocably issued or granted by the applicable governmental authority, with all applicable appeal periods, if any, having expired without any appeal or challenge being filed.

(I) **Seller Approval of Legal Descriptions.** Seller shall have agreed to and approved of the legal descriptions for both the Real Property and the remainder of the Seller Parcel.

(J) **Post-Closing Easement Rights.** In the event Seller determines any post-Closing easements rights for the benefit of the remainder of the Seller Parcel are necessary in accordance with Section 4(B) of this Agreement, the parties shall have mutually agreed to the form

of any such easement rights at Closing. The width of easements granted, if any, shall be no more than fifty (50) feet.

The conditions set forth in this Section 9 are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition.

10. **Termination.** If for any reason any one or more of the conditions precedent described in this Agreement above shall not have been fulfilled prior to or at the Closing, the party whose condition was not fulfilled shall have the right to (i) adjourn the Closing for a single term not to exceed thirty (30) days, (ii) prior to or at the end of that adjournment, if the condition shall not have been met, terminate this Agreement, or (iii) exercise such further remedies and recourse to which such party is entitled, including, but not limited to, seeking specific performance of the rights and obligations hereunder. In the event Purchaser shall terminate this Agreement in connection with Section 8, the Title Company shall refund any earnest money in full to Purchaser within ten (10) days of such termination.

11. **Closing.** The consummation of the transactions contemplated hereby (the "Closing") shall take place on or before October 14, 2024 (the "Closing Date"), at the offices of Purchaser, or at such place and time or by such other means as the parties shall mutually agree. At Closing, the parties hereto shall make the following deliveries:

(A) **Seller Deliveries.** At Closing, Seller shall deliver or caused to be delivered to Purchaser:

(i) A Special Warranty Deed transferring all of Seller's right, title and interest in the Real Property, free and clear of all liens and encumbrances other than the Permitted Exceptions, provided however, such Deed shall reference the purchase option referenced in Section 13 herein;

(ii) An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1990, as amended;

(iii) Full and complete possession of the Real Property to Purchaser;

(iv) A closing statement evidencing the payment of the Purchase Price, as adjusted in accordance with the terms of this Agreement;

(v) If applicable, any post-Closing easement agreements in favor of the remainder of the Seller Parcel; and

(vi) Such further documents as may be required to consummate the transaction contemplated hereby, provided all of the same shall be consistent with the nature of the transaction contemplated hereby, and are reasonably acceptable to Seller.

(B) **Purchaser Deliveries.** At Closing, Purchaser shall deliver or caused to be delivered to Seller:

(i) The Purchase Price less pro rations and other adjustments pursuant to the terms of this Agreement;

(ii) A closing statement evidencing the payment of the Purchase Price;

(iii) If applicable, any post-Closing easement agreements in favor of the remainder of the Seller Parcel; and

(iv) Such further documents as may be required to consummate the transaction contemplated hereby, provided all of the same shall be consistent with the nature of the transaction contemplated hereby, and are reasonably acceptable to Seller.

12. **Notice.** Any and all notices or communications hereunder shall be deemed to have been duly given on the date of actual delivery thereof if in writing and if transmitted by hand delivery with receipt therefore, by recognized overnight courier, or by registered or certified mail (return receipt requested, first class postage prepaid, addressed to the address set forth below (or to such other address or facsimile number as the addressee of such a communication may have notified the sender thereof):

Seller:

A.C.M.S., Inc.
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: John Perkey

Purchaser:

City of Bushnell
117 E. Joe P. Strickland Jr. Ave.
Bushnell, FL 33513
Attn: Mike Eastburn

13. **Default.**

(A) In the event that Purchaser shall fail to fully and timely perform any of its obligations or covenants hereunder, then, notwithstanding anything to the contrary contained in this Agreement, Seller may elect to terminate this Agreement by delivering written notice of termination to Purchaser whereupon this Agreement shall terminate and thereafter, neither Purchaser nor Seller shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement.

(B) In the event that Seller shall fail to fully and timely perform any of its obligations or covenants hereunder, then, notwithstanding anything to the contrary contained in this Agreement, Purchaser may, at its option: (1) declare Seller's default under this Agreement by notice delivered to Seller, in which event Purchaser may (a) continue to the Closing and waive its rights with respect to Seller's default; or (b) terminate this Agreement, and thereafter, neither Purchaser nor Seller shall have any further obligations or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement.

(C) Except as otherwise expressly provided in this Agreement, in no event shall Purchaser or Seller be entitled to, and both parties hereby waive, any claims for punitive, speculative or consequential damages, in connection with or arising out of this Agreement.

(D) Survival. The provisions of this Section 16 shall survive the termination of this Agreement.

14. Entire Agreement. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written between the parties relating to the subject matter of this Agreement, other than those set forth herein. No representation or warranty has been made by or on behalf of either party to this Agreement, or any officer, director, member, manager, employee or agent thereof, to induce the other party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except representations or warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and signed by the party to be charged. The submission of any unexecuted copy of this Agreement shall not constitute an offer to be legally bound by any provision of the document submitted, either currently or in the future; and no party shall be bound by this Agreement until it is fully executed and delivered by both parties.

15. Headings. The article, section, paragraph and other headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Assignment. This Agreement, and all of the provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any of the parties hereto without the prior written consent of the other parties.

17. Governing Law. This Agreement and the legal relations among the parties hereto shall be governed and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in that State.

18. Attorneys' Fees. Each party shall be responsible for any fees, costs or other expenses associated with legal counsel retained by it.

19. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Survival of Representations, Warranties and Agreements. All representations, warranties, covenants and agreements made by the parties in or pursuant to this Agreement, or in

any certificate, document or instrument delivered pursuant to this Agreement, shall survive the Closing.

21. **Incorporation of Recitals.** The recitals to this Agreement are incorporated into the terms and conditions hereof.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

PURCHASER:

City of Bushnell, Florida

SELLER:

A.C.M.S., Inc.

By: _____

Its: _____

Name: _____

By: _____

Its: _____

Name: _____

Exhibit A
General Depiction of Real Property

(The Legal Description of the Real Property will be determined in accordance with the Survey).

Exhibit B
AMENDMENT 2
TO THE CITY OF BUSHNELL
CONSTRUCTION & OPERATING
PERMIT SOLID WASTE/LANDFILL

THIS AMENDMENT to City of Bushnell Construction & Operating Permit Solid Waste/Landfill is entered into as of the ____ day of _____, 2024, by and between the City of Bushnell, Florida, a municipal corporation of the State of Florida, (hereinafter “City”) and A.C.M.S, Inc., d/b/a Heart of Florida Environmental, a State of Florida, chartered for profit, corporation (hereinafter “HOF”).

WHEREAS, the City did issue a Construction & Operating Permit for a Solid Waste/Landfill to HOF (hereinafter “Construction & Operating Permit”); and

WHEREAS, said original City of Bushnell Construction & Operating Permit for a Solid Waste/Landfill was recorded in Official Record Book 2365, Pages 309 – 313, Public Records of Sumter County, Florida; and

WEREAS, the City of Bushnell Construction & Operating Permit for a Solid Waste/Landfill was renewed in December 2015 and again in December 2020; and

WHEREAS, the City and HOF desire and intend to amend said Construction & Operating Permit.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants, promises, and obligations as set forth in the Construction & Operating Permit and as set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Construction & Operating Permit shall be amended (including without limitation, Section B7) to increase the permitted landfill height from 250 feet MSL elevation to at least 307.5 feet MSL elevation or the maximum Florida DEP Permitted Height, whichever is greater.
2. The current Community Solid Waste Trust Fund fee of \$2.12 shall be increased in the amount of \$0.20 per ton, on any qualifying tons, to \$2.32. The increased Community Solid Waste Trust Fund Fee shall be subject to annual increased adjustments based on the Consumer Price Index (CPI). Twenty-five percent (25%) of the \$0.20 increase in the Community Solid Waste Trust Fund Fee related to the change in permitted height shall be designated for use in City of Bushnell public parks and recreational areas. As part of this allocation, appropriate recognition of Waste Connections and/or Heart of Florida Landfill will be prominently displayed within these parks and recreational areas. This recognition will serve to acknowledge the contribution and partnership of Waste Connections and/or Heart of Florida Landfill in supporting the community’s recreational infrastructure. The specific form and manner of this recognition will be determined in consultation

with the City to ensure suitability and alignment with community standards and park aesthetics.

3. Auto Shredder Residue (ASR) shall be exempt from the tons subject to the fee.
4. No other provision, term, or section of the Construction & Operating Permit is amended, modified, or changed in anyway whatsoever, except as specifically set forth herein.
5. This Amendment shall be recorded in the Public Records, of Sumter County, Florida, the cost of which shall be paid by HOF.

IN WITNESS WHEREOF, this Amendment is executed by the parties duly authorized officers and the parties' official seals being affixed hereto on the day and year first above written.

CITY OF BUSHNELL

**A.C.M.S, INC., D/B/A HEART OF
FLORIDA ENVIRONMENTAL**

By: Jessie Simmons, Jr., Mayor

By: Kirk Wills, Southern Region Engineer

By: Christina Dixon, City Clerk

Exhibit C

SERVICE AGREEMENT FOR DISPOSAL OF LEACHATE AT THE CITY OF BUSHNELL WASTEWATER PLANT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2024, by and between A.C.M.S., Inc., d/b/a Heart of Florida Environmental (“HOF”), 1032 CR 529A, Lake Panasoffkee, Florida 33538, and the City of Bushnell, P.O. Box 115, Bushnell, Florida 33513(the “City”).

Recitals

A. HOF has care responsibility for maintenance of the Heart of Florida Landfill located at 1032 CR 529A, Lake Panasoffkee, Florida 33538 (the “Landfill”) that generates leachate that must be treated and disposed of consistent with Permits as well as in compliance with federal, state, and local laws and regulations.

B. The City and its staff have the knowledge, experience, and ability to accept and treat said leachate at its Wastewater Treatment Plant located at 1199 CR 529, Lake Panasoffkee, FL (the “WWTP”) and the City is willing to do so on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, HOF and the City do covenant and agree as follows:

1. Treatment of Leachate. The City agrees to accept up to 100,000 gallons per day of leachate, so long as HOF obtains a Wastewater Discharge Permit from the City. HOF agrees to notify the City of changes and/or anomalies in influent leachate quality which may affect the City’s treatment of the leachate. The City agrees to operate the WWTP consistent with the operational requirements for the WWTP and in accordance with the permit requirements such that the leachate meets the quality standards of the WWTP discharge agreement found in “Exhibit A.”
2. Responsibility for Leachate. HOF is responsible for management of the leachate prior to and up to the point of receipt into the WWTP’s treatment chain. The City is responsible for the leachate upon receipt into the WWTP’s treatment chain, during treatment, and after discharge per the WWTP permits.
3. Compliance. HOF shall notify the City of any conditions which may affect the City’s ability to meet applicable WWTP permit requirements. The City agrees to operate the WWTP in accordance with applicable federal, state, and local requirements using properly trained/qualified staff with current certifications.

The City will allow for pipeline connectivity via lift station for leachate disposal from the Landfill directly to the Facility, so long as the Seller installs a packaged pre-treatment system at the Landfill suitable to meet pre-treatment standards described in “Exhibit A.”

HOF shall install a continuous digital Magnetic Inductive Flowmeter on leachate pipeline. Flowmeter type and location shall be suitable to the City. HOF shall perform annual Flowmeter calibration testing by a certified 3rd party approved by the City. Calibration results will be shared with the City within 30 days. All ongoing Flowmeter testing, maintenance or replacement costs shall be the responsibility of HOF. HOF shall provide the City uninterrupted access to Flowmeter.

HOF shall install continuous pH and Temperature meter(s) on leachate pipeline. Meter type(s) and location(s) shall be suitable to the City. HOF shall perform annual calibration testing by certified 3rd party approved by the City. Calibration results will be shared with the City within 30 days. All ongoing meter(s) testing, maintenance or replacement costs shall be the responsibility of HOF. HOF shall provide the City uninterrupted access to meter(s).

HOF shall provide for General Sewer Use Requirements, including prohibited discharge standards and pre-treatment standards, incorporated herein as "Exhibit A;"

HOF shall reserve the right for the receiving WWTP to discontinue receipt at any time should the leachate exceed parameters described in "Exhibit A," or become problematic for the facility.

4. Treatment Fees. HOF agrees to pay the City provide for a direct discharge rate of \$0.050000 per gallon or less for leachate disposal at the WWTP, subject to annual adjustments based on the CPI. HOF shall remit payment of such fees to City within thirty (30) days following the last calendar day of the month of which the leachate was disposed.

5. Delivery. HOF will coordinate with the City prior to initiating delivery of leachate to the City system Monday through Friday from 8:00 a.m. to 5:00 p.m. unless otherwise agreed upon by the parties. Accommodations will be made by the City to accept leachate as requested with the exception of severe natural events and planned or unplanned WWTP downtime.

6. Service Interruptions. As soon as the City is aware of a scheduled interruption or maintenance to the WWTP, it shall provide notice of such interruption to HOF. The City agrees to notify HOF of unforeseen downtime to the WWTP as soon as practical such that HOF is afforded as much time as possible to make alternate arrangements for leachate disposal if needed.

7. Access to Records. The parties agree to provide each other with documents, information, and records concerning leachate and the treatment of leachate as may be required for the other party to comply with federal, state, local, and/or internal reporting requirements.

8. Term and Scope of Agreement. The term of this Agreement shall be from the Effective Date and shall continue on a month-to-month basis unless terminated by either party by providing thirty (30) days' written notice of such termination to the other party.

9. Notice. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, or of the date mailed by registered mail, postage prepaid, return receipt

requested, or delivered by a locally or national recognized courier service to the parties at the addresses noted below:

If to HOF: A.C.M.S., Inc. d/b/a Heart of Florida Environmental
 Attn: District Manager
 1032 CR 529A
 Lake Panasoffkee, FL 33538

If to City: City of Bushnell
 City Manager
 P.O Box 115
 Bushnell, FL 33513

10. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the

11. Waiver. Any party's delay or failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement. No notice of demand given in any case shall constitute a waiver of the right to take other action in the same or similar instances without such notice or demand.

12. Amendment. This Agreement may be amended in any manner only by an agreement, in writing, signed by the parties.

13. No Third Party Beneficiary. The parties do not intend the benefits of this Agreement to inure to any third party.

14. Headings. The headings used herein are for convenience only and do not define, limit, or construe the contents of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

16. Governing Law. This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement is executed.

CITY OF BUSHNELL

**A.C.M.S, INC., D/B/A HEART OF
FLORIDA ENVIRONMENTAL**

By: Jessie Simmons, Jr., Mayor

By: Kirk Wills, Southern Region Engineer

By: Christina Dixon, City Clerk

EXHIBIT A

General Sewer Use Requirements

1. Prohibited Discharge Standards

- (a) **General Prohibitions.** No User shall introduce or cause to be introduced into the publicly owned treatment works (POTW) any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.
- (b) **Specific Prohibitions.** No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;
 - (2) Wastewater having a pH less than 5.5 or more than 8.5, or otherwise causing corrosive structural damage to the POTW or equipment;
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference;
 - (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
 - (5) Wastewater having a temperature greater than 104 degrees F (40 degrees C), or which will inhibit biological activity in the treatment plant resulting in interference;
 - (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
 - (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (8) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
 - (9) Wastewater which imparts color which cannot be removed by the existing treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's permit;
 - (10) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
 - (11) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the City Manager;
 - (12) Sludges, screenings, or other residues from the pretreatment of industrial

wastes;

- (13) Medical Wastes, except as specifically authorized by the City Manager in an individual wastewater discharge permit;
- (14) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
- (15) Detergents, surface-active agents, or other substances which that might cause excessive foaming in the POTW;
- (16) BOD in concentrations greater than 200 mg/l monthly average;
- (17) TSS in concentrations greater than 200 mg/l monthly average;
- (18) Ammonia in concentrations greater than 60 mg/l monthly average;
- (19) Phosphorus in concentrations greater than 10 mg/l monthly average;
- (20) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 75 mg/l monthly average with maximum instantaneous of 150 mg/l
- (21) Any volume of wastewater which would exceed the collection systems transfer capabilities.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

2. National Categorical Standards

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471.

- (a) Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the City may impose equivalent concentration or mass limits.
- (b) When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the City may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.
- (c) When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, City shall impose an alternate limit in accordance with 40 CFR 403.6(e).
- (d) The City may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the City.

[Note: When converting such limits to concentration limits, the City will use the concentrations listed in the applicable subparts of 40 CFR Parts 414, 419, and 455 and document that dilution is not being substituted for treatment (see 40 CFR 403.6(d)). In addition, the City will document how the equivalent limits were derived for any changes from concentration to mass limits, or vice versa, and make this information publicly available (see 40 CFR 403.6(c)(7)).]

- (e) Once included in its permit, the Industrial User must comply with the equivalent limitations developed in lieu of the promulgated categorical Standards from which the equivalent limitations were derived. [Note: See 40 CFR 403.6(c)(7)]

- (f) Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation. [Note: See 40 CFR 403.6(c)(8)]
- (g) Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the City within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the City of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate. [Note: See 40 CFR 403.6(c)(9)]

3. State Pretreatment Standards

Users must comply with the Florida State Pretreatment Standards codified under Chapter 62-625 of the Florida Administrative Code (F.A.C.).

4. Local Limits

- (a) The City is authorized to establish Local Limits pursuant to 40 CFR 403.5(c).
- (b) No User shall discharge wastewater containing pollutants in excess of the local limits for those pollutants which have been established for the City of Bushnell using standard procedures, calculations and methods acceptable to FDEP to protect against pass through, interference, protection of City employees, and adverse effects on wastewater residuals disposal. No industrial user shall discharge process waste streams, unregulated waste streams, or dilute waste streams in excess of the concentrations set forth by the City. Local limits shall be included as permit conditions and attached to each Significant Industrial User (SIU) wastewater permit issued. The established local limits are subject to change and shall be modified as needed based on regulatory requirements and standards, WWTP operation, performance and processes, the industrial user base, potable water quality and domestic wastewater characteristics. Modifications to the established local limits must be reviewed and approved by FDEP prior to implementation. Implementation shall be effective 30 days from notice of acceptance of the modified limits by FDEP. Permitted SIUs shall also be issued an addendum to their wastewater discharge permit containing the new local limits. The established local limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The City may impose mass limitations in addition to or in place of the concentration-based limitations.
- (c) The City may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits to implement Local Limits.

5. City's Right of Revision

The City reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this set of Standards.

6. Dilution

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The City may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

7. Surcharges

- (a) Any User discharging wastewater to the POTW is subject to additional surcharges for pollutant concentrations above those limits defined in the "Prohibited Discharge Standards" or the User's individual wastewater permit limits, whichever is stricter.
- (b) Surcharges reflect the real cost incurred by the WWTP to treat and remove the pollutants in excess of established limits. Rates are subject to change at the discretion of the City.
- (c) Surcharges will be calculated in accordance with Sec. 27-700, City of Bushnell Code of Ordinances, as follows:
 - (1) For customers whose excess CBOD/BOD is above 500mg/l: \$1.50/lb.
 - (2) For customers whose excess TSS is above 500 mg/l: \$1.50/lb.
 - (3) For customers whose excess FOG is above 200 mg/l: \$2.50/lb.
 - (4) For customers whose excess Ammonia is above 100 mg/l: \$1.00lb.

8. Sampling Requirements

- (a) Sampling requirements will be described in Individual Discharge Permit to be issued annually to each user.

Exhibit D

General Sewer Use Requirements

1. Prohibited Discharge Standards

- i. **General Prohibitions.** No User shall introduce or cause to be introduced into the publicly owned treatment works (POTW) any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.
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 2. Wastewater having a pH less than 5.5 or more than 8.5, or otherwise causing corrosive structural damage to the POTW or equipment;
 3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference;
 4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
 5. Wastewater having a temperature greater than 104 degrees F (40 degrees C), or which will inhibit biological activity in the treatment plant resulting in interference;
 6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
 7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 8. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
 9. Wastewater which imparts color which cannot be removed by the existing treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's permit;
 10. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
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 12. Sludges, screenings, or other residues from the pretreatment of industrial

wastes;

13. Medical Wastes, except as specifically authorized by the City Manager in an individual wastewater discharge permit;
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6. Dilution

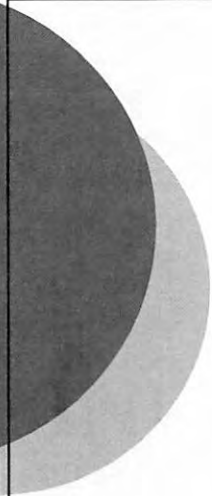
No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The City may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

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- iii. Surcharges will be calculated in accordance with Sec. 27-700, City of Bushnell Code of Ordinances, as follows:
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 3. For customers whose excess FOG is above 200 mg/l: \$2.50/lb.
 4. For customers whose excess Ammonia is above 100 mg/l: \$1.00lb.

8. Sampling Requirements

- (a) Sampling requirements will be described in Individual Discharge Permit to be issued annually to each user.



NEW BUSINESS

ITEM # 9

***APPROVAL OF THE PERSONNEL POLICY
CHANGE – ON-CALL, HOURS WORKED,
OVERTIME, ETC.***

Memorandum

TO: Honorable Mayor and Council Members
FROM: Ricardo Lafont, HR Director
DATE: October 7, 2024
RE: Request to update the City of Bushnell Personnel Policy

Staff is asking for Council's approval to update the following in the Personnel Policy:

- Section III A – Compensation and Procedures, item 4 – Overtime and Compensatory Time
 - Clarify how Overtime is calculated and paid
- Section III A – Compensation and Procedures, item 5 – Standby Pay for Utility Employees
 - Add verbiage to address response time while on standby
 - Add stipulation on how “call back” pay will be processed

The changes will clarify the current policies and address “call back” pay.

Please see attached.

4. **Overtime and Compensatory Time**

For the purpose of overtime compensation, any hourly employee (non-exempt under F.L.S.A.) will receive 1-½ times their normal hourly rate for every hour **scheduled worked** over forty (40) hours in any given week. Any kind of leave pay (vacation pay, sick pay, jury duty pay, bereavement pay) as well as Comp time, will not count towards the weekly overtime calculation. **Holiday pay will count towards the weekly overtime calculation.** All overtime must be pre- approved by the Department Supervisor.

COMPENSATORY LEAVE- NON-EXEMPT EMPLOYEES:

All non-exempt employees may be granted compensatory time off in lieu of overtime at the rate of 1-½ times the actual hours at the discretion of the director, manager, or supervisor. Compensatory time off for record keeping purposes must be accounted for on the employees by- weekly time sheets and recorded in bi-weekly time reports. The maximum accrual is twenty-four (24) hours with all other time being paid at 1-½ times their normal hourly rate. Employees will be required to use compensatory time before using annual leave. All accrued compensatory leave will be paid upon the employee's positive separation from service.

Salaried employees (exempt under the F.L.S.A.) may receive non-pay compensatory time off on an hour for hour basis for all hours worked over forty

(40) hours in any given week. Compensatory time may be taken by the employee at any time that is approved by the immediate supervisor. Any employee who accrues a maximum of eighty (80) hours of compensatory time shall discontinue accrual of additional hours.

Amended 01/05/09, Amended 05/06/13, Amended 9/5/2024

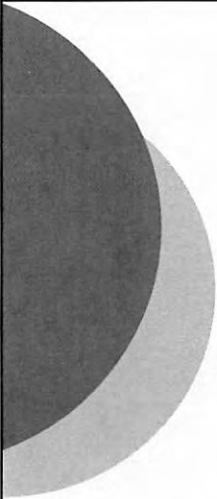
5. **On Call ~~Standby~~ and "Call Back" Pay for Utility Employees**

Any utility employee on call shall receive one (1) hour straight time per day, or two (2) hours straight time during Saturday, Sunday, or any City approved holiday. For any call out, a minimum of two (2) hours will be paid and calculated as overtime pay for that pay period. Subsequent call outs within an initial two (2) hour minimum period will be considered as one call for compensation purposes. **Any other hours (past the two hour minimum) worked by an on call employee during a call out, will be paid at the overtime**

rate. On call employees responding to a call out, must be on site within 45 minutes of receiving the call.

Employees who are not on call but are "called back" to work due to an emergency, will be paid for hours worked at the overtime rate beginning at the time the call is received and the employee agrees to come in and work. This applies even if an employee is out on vacation or sick time. An employee who has been "called back" must be on site within 45 minutes of receiving the call.

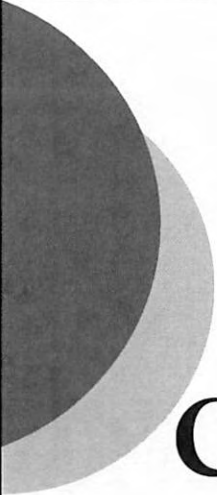
Amended 05/06/13



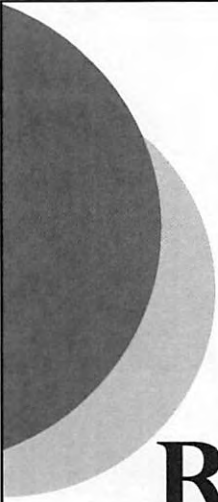
INFORMATION

ITEM # 1

***COUNCILWOMAN MARGE THIES – CITY
OF BUSHNELL RECREATION ADVISORY
COMMITTEE UPDATE.***



CORRESPONDENCE



CITY CLERK REPORT & REQUEST

CHRISTINA DIXON

ITEM # 1

ELECTION INFORMATION

CITY OF BUSHNELL ELECTION
VOTING WILL BE ON NOVEMBER 5TH
WITH THE GENERAL ELECTION



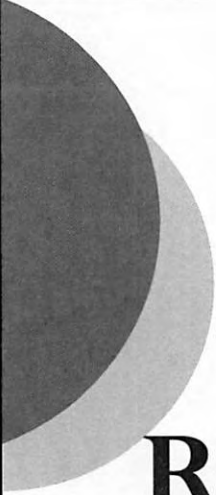
Bushnell residents will be voting for the City of Bushnell candidate of choice for City Council Seat 2 in the upcoming General Election. The General Election date is **November 5, 2024**. When you cast your vote for State and County Officials, you will also be able to vote for the City of Bushnell Candidate of choice. City Council Seat Candidates for Seat 2 are Candidate Erica Miller and Candidate Victoria "Tori" Summerlin.

You will NOT vote at the Bushnell City Hall for the City Election. You will vote for your City of Bushnell Candidate at your County designated precinct.

Should you have any questions or concerns please call the Sumter County Supervisor of Elections **352-569-1540** or Bushnell City Hall **352-793-2591**.

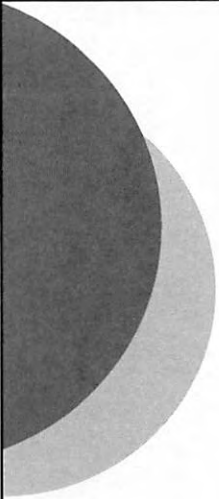
**CITY MANAGER
PUBLIC WORKS DIRECTOR
REPORT & REQUEST**

MIKE EASTBURN

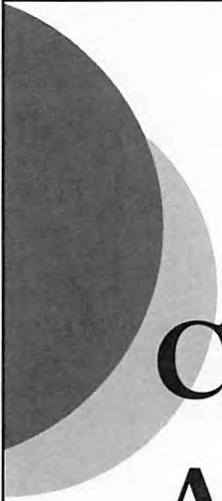


CITY ATTORNEY REPORT & REQUEST

FELIX ADAMS



STAFF REPORT AND REQUEST



CUSTOMER SERVICE AND INFORMATION SYSTEMS DIRECTOR

CHRISTINA SIMMONS

ITEM # 1

***REMINDER: 2024 FALL FESTIVAL ON
SATURDAY, OCTOBER 19TH IN THE
BUSHNELL DOWNTOWN PARK.***



39TH ANNUAL

BUSHNELL

FALL

festival

"Small Town...Big Heart"

SATURDAY, OCTOBER 19, 2024

PARADE: 10:00 A.M.

FESTIVAL: 11:00 A.M. – 11:00 P.M.

FROG JUMPING | GREASED PIG | LOG SAWING
HATCHET THROWING | BUTTERFLY ENCOUNTER

LIVE MUSIC | FIREWORKS | STREET DANCE

STOREFRONT DECORATING | HAYBALE DECORATING

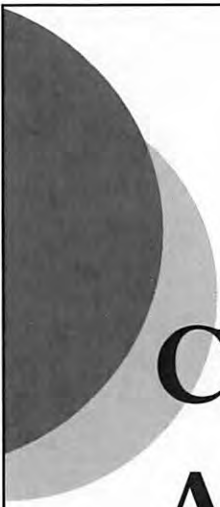
FALL FEST VENDORS & STOREFRONT DECORATING PARTICIPANTS:

CONTACT KELLI BARNES AT 352-303-0382

PARADE & HAYBALE DECORATING PARTICIPANTS:

CONTACT CITY HALL AT 352-793-2591





CUSTOMER SERVICE AND INFORMATION SYSTEMS DIRECTOR

CHRISTINA SIMMONS

ITEM # 2

***REMINDER: DADE BATTLEFIELD
HAUNTED EVENT ON FRIDAY &
SATURDAY, OCTOBER 25TH AND 26TH
AT THE DADE BATTLEFIELD HISTORIC
STATE PARK.***

DADE BATTLEFIELD HISTORIC STATE PARK

IN PARTNERSHIP WITH

DADE BATTLEFIELD SOCIETY

PRESENTS THE

2024 HAUNTED EVENT

OCTOBER 25 & 26

6:00 TO 9:00 P.M.

HAUNTED TRAIL OPENS AFTER SUNSET

Dade Battlefield Historic State Park

7200 Battlefield Parkway

Bushnell

(352) 793-4781

ENTRANCE FEE:

\$5 PER PERSON

(5 YEARS OLD & UNDER FREE)

Entrance fee includes 1 trip through Haunted Trail and most activities

Additional \$1 tickets (cash only) required for Haunted House & Cafe

Returning Activities:

Games

Puppet Show

Crafts

New This Year:

Cupcake Walks

Storytellers

Trucks with Treats

Costume Contest

EVENT GUIDELINES

****NO WEAPONS**** Real or replica weapons, including toy guns, knives or other objects that could be perceived as dangerous, are not permitted.

****MASKS/ FULL FACE PAINT**** For security reasons, masks and full face paint are not allowed for those 13 years old and older.

****HAUNTED TRAIL**** The trail will stay open until everyone in line by 9 P.M. gets to enjoy the chilling adventure and frights.



DIRECTOR OF ZONING & CODE COMPLIANCE

KRISTIN GREEN

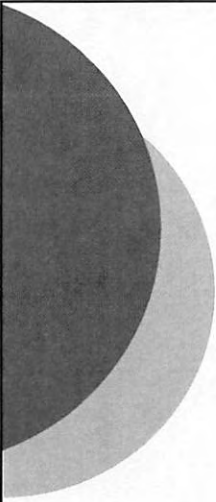
ITEM # 1

*NEXT BACE MEETING TO BE HELD ON
TUESDAY, OCTOBER 8, 2024 AT
5:30 P.M.*



ELECTRIC UTILITY DIRECTOR

RONALD STRICKLAND



FINANCE DIRECTOR

SHELLEY RAGAN

**ASSISTANT CITY
MANAGER / GRANT
ADMINISTRATOR**

MORGAN WILSON

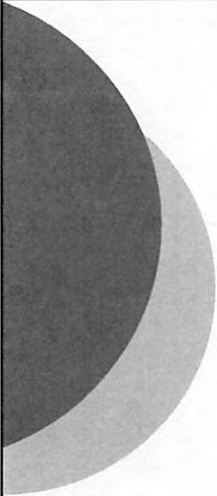


HUMAN RESOURCES DIRECTOR

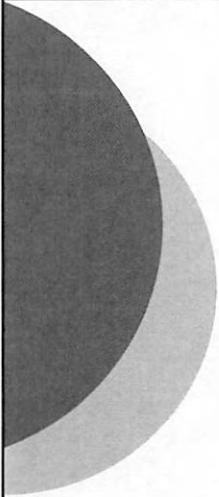
RICARDO LAFONT

**SUMTER COUNTY
SHERIFF'S DEPT.**

LT. MICHAEL CASSIDY



CITY COUNCIL COMMENTS & INFORMATION



DEPARTMENT REPORTS

**CITY OF BUSHNELL MONTHLY REPORT
ADMINISTRATION AND CUSTOMER RELATED SERVICES
FOR PERIOD AUGUST TO SEPTEMBER FOR OCTOBER COUNCIL REPORT**

WATER				
MONTHLY	RES.	4,714,000	GALS.	1036 # OF CUSTOMERS
COMM.	COMM.	14,482,000	GALS.	364 # OF CUSTOMERS
MONTHLY	RES.	1,533,292	KWH	1033 # OF CUSTOMERS
ELECTRIC	COMM.	5,003,132	KWH	363 # OF CUSTOMERS
DEMAND		7,434	KW	46 # OF CUSTOMERS
		334	Solar	CUSTOMER
MONTHLY	RES.	2,640,000	GALS	563 # OF CUSTOMERS
SEWER	COMM.	7,636,000	GAL	242 # OF CUSTOMERS
WHOLESALE		1,803,000	GALS.	1 CUST. (WEBSTER)
LEACHATE			GALS	CUST.
MONTHLY	RES.			1243 # OF CUSTOMERS
SANITATION	COMM.			235 # OF CUSTOMERS

Power Cost Adjustment: 0.018 In August - (September Bills)

Total Number of Community Center Rentals to Public: 5 Rentals

Total Number of Service Orders Processed by Customer Service staff: 553

BOARD OF ADJUSTMENT & CODE ENFORCEMENT:

Number of Applications and Actions addressed to BACE:

REZONING:1 SPECIAL EXCEPTIONS: 0 VARIANCES: 0
 LAND USE CHANGES: 1 CODE ENFORCEMENT: 0 ANNEXATIONS: 1
 LARGE SCALE COMP. PLAN AMENDMENT: 0 ODOR/LANDFILL COMPLAINT: 0
 LAND DEVELOPMENT REGULATIONS TEXT AMENDMENTS: 1
 SUBDIVISION: 1
 Number of Building Permits issued for month: 58

ADMINISTRATIVE PROJECTS IN PROGRESS

DOCUMENTATION AND FINANCIAL REPORTING:

- Fiscal Year 2024-25 Proposed Budget Approved

TRAINING AND PROJECTS:

- Staff coordination of the 2024-2028 Strategic Plan in progress
- Staff coordination of the 2023-2024 FRDAP Splash Pad Grant in progress
- Staff coordination of Trademark Metals Recycling Facility Project
- Staff coordination of Hanson WWTP Basin 4 Repair – Construction in progress
- Staff coordination of Electric GIS Map Updates in progress
- Staff coordination of FEMA Request for Public Assistance for Hurricane Helene
- Staff attended FMPA Board of Directors & Executive Committee meetings
- Staff attended FMEA Board of Directors meeting
- Staff attended Lake-Sumter MPO Technical Advisory Committee Meeting
- Staff attended Florida League of Cities Municipal Operations Policy Committee Meeting
- Staff attended various meetings with developers regarding future City development projects

PLANNED PUBLIC EVENTS & PAST EVENTS UPDATE:

- Staff attended 2024 National Night Out on Friday, October 4.
- Fall Festival – Saturday, October 19, 2024

Electric Monthly Report

October 7, 2024 City Council Meeting

Electric

- Completed Meter reading.
- Completed 126 Locates
- Completed 107 Service Orders

Annual Projects

- Osmose rejects poles scheduled. Only one left and must be scheduled on a Saturday.
- Monthly Vehicle Inspection Completed
- New service for Habitat started. Waiting on them for installation of service pipe
- Received bids back from SPE Group, Fishel. Bids delivered. Still no word back. Pike working with Heart of Florida
- Prevention Maintenance and Inspection Checklist on all trucks.
- Safety Meeting Load Limits
- Pole tagging is still in progress GIS.
- Multiple days spent locating for new Clerk of Court project in Sumterville
- GIS, feeder inspected for accuracy in system.
- Training on new thumper
- Bad cable at MI thumps and scheduling for repair. Bore completed. New cable scheduled for installation and termination.
- Warehouse Inventory started. Completed
- Storm Prep for Helene
- Sumter County Supervisor of Elections begins.



PUBLIC WORKS DEPARTMENT

Monthly Report September 2024

(August 21st, 2024 to September 20th, 2024)

Administrative:

- Estimated Sheriff's Department Inmate Man-Hours: 0 Hours
- Estimated Sumter Correctional Institute Inmate Man-hours: 0 Hours
- Refuse Tonnage 340.38 Tons
- Brush / Miscellaneous Yardage: 182 yards
- Service Orders Completed: 73 Service Orders
- Major Maintenance: Replaced Floor in Truck 45 Sanitation Front Load.
- Training:

Sanitation Department:

- Refuse collected from routine residential & commercial routes
- Serviced trucks and equipment and replaced tires as needed (on-going)
- 9 New residential customers.

Streets:

- Mowed and maintained city properties, street right-of-ways & R/R property (on-going)
- Removed trees around City as needed (on-going)
- Edged streets throughout Bushnell City limits (on-going)
- Potholes filled: 14 Potholes on City Streets
- Replaced 2 Stop Sign(s) around City

Parks and Recreation:

- Mowed and maintained all City parks (on-going)
- Prepared ball fields for league usage (on-going)
- Splash Pad under design.

Water & Wastewater Monthly Report

From September 2024 for October 2024 Council Meeting

Water

- Read all water meters.
- Completed approximately 74 service orders between August 28th to September 30th.
- Water plant one is undergoing renovations in preparation to return to service.
- Required compliance sampling and testing was performed.
- Water flushing continues to be performed per consent order, and to maintain water freshness.
- Water pumping during August amounted to 13,334,000 gallons for Bushnell and 6,994,000 for Sumterville

Wastewater

- Hanson wastewater treatment plant average daily flow for August was 0.339MGD (million gallons per day) influent and 0.355MGD Effluent.
- CBOD and TSS testing of restaurants.
- Required routine compliance sampling and testing was performed.
- Woodard&Curran have designed the next wastewater facility and we have moved into trying to get grant funding to pay for the estimated costs of the new facility
- SBR4 emergency repairs are underway

Miscellaneous

- We continue to perform preventative flushing around the city to address water complaints
- We continue to perform preventative maintenance with the collections and transmissions systems
- We are working closely with the County and School Board on future water and wastewater extensions that will eventually benefit the City