

# CITY OF MONTICELLO, FLORIDA

## MEETING AGENDA

August 28, 2023

6:00 p.m.

### LOCATION OF MEETING:

City Hall

245 S. Mulberry Street

Monticello, FL 32344

1. Call to Order by Mayor Gloria Cox (Please turn off or mute noise-making devices)
2. Invocation
3. Pledge of Allegiance
4. Public Comment
5. Review of Responses to Request for Qualifications for City Attorney / Council Action
6. Discussion of Solid Waste Tipping Fees
7. Crooked Creek Sewer Repairs
8. Approval of Fire Pension Board and Police Pension Board Appointees
9. Budget Review
10. Other Business
11. Adjournment

Minutes of the City Council meetings may be obtained from the City Clerk's Office or online at [www.cityofmonticello.us](http://www.cityofmonticello.us). The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose 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 based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.

**PROTOCOL FOR ADDRESSING THE COUNCIL  
(Resolution 2020 – 07)**

Members of the public shall be given a reasonable opportunity to be heard on each agenda item, and other matters coming before the City Council, except as provided for below. This right does not apply to:

- A. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Council to act;
- B. An official act involving no more than a ministerial act, including, but not limited to, approval of Minutes and ceremonial proclamations;
- C. A meeting that is exempt from Sec. 286.011, Florida Statutes; or
- D. A meeting during which the Council is acting in a quasi-judicial capacity.

**REQUESTS TO ADDRESS THE CITY COUNCIL**

Any person or group desiring to be placed on the agenda, any individual desiring to make a comment at a City Council meeting on an agenda item or other matter coming before the City council, and any individual who wishes to address the Council on any other matter may do so.

- A. **Placement on the Agenda.** Any person or group desiring to be placed on the agenda for a City Council meeting shall deliver a written request to the City Clerk by 4:00 p.m. at least eight (8) days prior to the meeting. The request shall include:
  - 1. the name and address of the person making the request;
  - 2. the organization or group, if any represented;
  - 3. the information to be presented. If written material is to be passed out at the meeting, a copy of such material shall accompany the request;
  - 4. an estimate of the time necessary for such presentation and discussion and discussion and action thereon;
  - 5. The specific action which the individual or group wants the Council to take action on.
- B. **Agenda Item.** Any individual desiring to be heard on an agenda item may do so at the time the Council addresses that matter.
- C. **Public Comment on Non-Agenda Item.** Any interested person may, upon signing the signup sheet in the room prior to the commencement of any City Council meeting, address the Council during the Public Comment portion of the meeting on any matter which is not on the agenda. The Council will not be obligated to act on any matter which is not on the agenda.

**ADDRESSING THE COUNCIL**

Each person addressing the council shall give his/her name and address in an audible tone of voice for the record.

Each speaker shall limit his/her address to three (3) minutes, with the presiding officer having the right to extend the time for one (1) minute. Additional time may be granted by majority vote of the Council. A speaker may not give up all or any portion of his or her time in order to allow another speaker to exceed three (3) minutes.

If four (4) or more individuals of a group or faction wish to be heard on a matter before the Council, a representative may address the Council rather than all of the members. In such instances, the representative shall limit their address to ten (10) minutes.

All remarks shall be addressed to the Council as a body, and not to any member thereof. No remarks shall be directed to any other individual City official or employee.

No person, other than members of the Council, and the person having the floor shall be permitted to enter into any discussion, either directly or through the members of the Council. When requested by any member of the City Council, the City Clerk-Treasurer, City Manager, City Police Chief, City Attorney, as well as staff members may enter into any discussion.

No questions shall be asked of the members of the City Council, except through the presiding officer. The City Clerk-Treasurer, City Manager, City Police Chief and the City Attorney may as the presiding officer for permission to speak at any time.

## DECORUM

All participants, speakers and any other persons present at a meeting shall refrain from belittling anyone or making insulting remarks or personal attacks on any individual present or absent. Any person disrupting a meeting by making personal, impertinent or slanderous remarks, or who interrupts a person speaking, or becomes boisterous or uses profanity or other offensive language while addressing the Council, may be requested to leave the meeting and may be forthwith barred by the presiding officer from returning to the meeting. Any person who refuses to leave the meeting after being requested to do so by the presiding officer, shall be removed from the meeting by law enforcement.

Any personal charges to be made against an individual council member or city employee shall be in affidavit form. If any information is to be presented that is in the form of a statement or charges that might be considered derogatory or of a serious nature, such shall be presented in writing and shall specifically state the charges in the form of an affidavit, with copies sufficient in number so that one copy may, and it shall, be sent at once to each such member or employee. Neither this rule nor any other shall preclude the right of any citizen to address the Council; however, the Council will not be obligated to act on any proposal not on the agenda.

**MEMO TO:** Mayor and City Council  
**FROM:** Seth Lawless, City Manager  
**DATE:** August 23, 2023  
**RE:** August 28 Special Meeting

- 1. Wastewater Line Repair** – The City has a sewer line that receives flow from west side properties, including Crooked Creek. It is also planned to take the flow from Montivilla. City Crews discovered a blockage in the woods north of Mahan Drive. This requires immediate attention. Utility Director Jim Milicic obtained a list of potential contractors from FL Rural Water further investigate the exact location and contacted all of the companies and only got a quote from one. Cost estimate is \$22,075 from Handex Consulting and Remediation. This is a diagnosis only to assist the engineer in designing the repair.

**RECOMMENDATION:** Authorize City Manager to enter into in agreement with Handex to inspect and locate the wastewater line break.

- 2. City Attorney Discussion** – We received only one response to the Request for Qualifications, from Sniffen and Spellman. As you can see, services require a \$2500/mo. retainer for the first 16 hours and \$170/hr. thereafter.
- 3. Discussion of Solid Waste Disposal Changes** – Attached is a message from County Attorney Heather Encino notifying the City that effective October 1, commercial tipping fees will become the responsibility of the City. Each residential unit in the City will be assessed \$248/yr. by Jefferson County, which will remit 75% of the collections to the City. Attached is a 10 year summary of the amount and cost of the tipping fees paid by the City for dumping at the landfill from 2012 – 2022. The assumptions in the attachment are just my best guess and will likely need adjustment after historical data can be established.

The assumptions and projections indicate it is not critical to end commercial pickup, although you may want to do that anyway.

**RECOMMENDATION:** Take no action, continue residential and commercial solid waste pickup until at least 3 months of operational and fiscal information is available following the changes.

# **MONTICELLO SOLID WASTE DISPOSAL 2012-2022**

<b>YEAR</b>	<b>TONS</b>	<b>TIP FEES</b>
2012	3023	125,950
2013	3171	127,530
2014	2668	107,865
2015	2478	102,109
2016	2348	98,231
2017	2454	92,780
2018	1842	76,260
2019	1672	71,980
2020	1669	71,336
2021	1892	80,348
2022	1480	63,100

## **ASUMPTIONS & PROJECTIONS**

Jefferson County to assess approximately 1200 residential units  
\$248/yr, and return 75% to the City. Remaining 25% used to operate  
19 South Drop off Center.

$$\begin{array}{r} 1200 \times 248 = 297,600 \\ \quad \quad \quad \times .75 \\ \hline \quad \quad \quad \$223,200 \end{array}$$

# Board of County Commissioners

## Agenda Request

Date of Meeting: August 17, 2023

Date Submitted: August 11, 2023

To: Honorable Chairman and Members of the Board

From: Evan Rosenthal, Assistant County Attorney  
Heather Encinosa, County Attorney

Subject: Approval of Interlocal Agreement with City of Monticello Concerning Solid Waste

---

**Statement of Issue:** This agenda item requests Board approval of an Interlocal Agreement (“Agreement”) with the City of Monticello regarding solid waste.

**Background and Analysis:** Historically, the County has collected a special assessment for solid waste from residential and non-residential properties located in the unincorporated areas of the County and within the City of Monticello. The City’s solid waste tipping fees have also historically been paid by the County.

The Board has decided to discontinue the assessment for non-residential solid waste effective October 1. While the County has historically paid the City’s tipping fees, effective October 1 the City and County will be responsible for their own tipping fees since the County will no longer have the non-residential assessment program.

Representatives of the County met with the City Manager and City Attorney on March 28 to discuss changes to the solid waste program and the parties’ respective responsibilities going forward. At the meeting, the City was informed that due to discontinuation of the non-residential solid waste assessment, effective October 1, the County will no longer pay the City’s tipping fees. At the meeting the City also requested that the County continue to levy the residential assessment within the City. As a result, the City and County need to develop a process for remittance of a portion of the revenues collected within the City to the City to be used by the City to fund its residential tipping fees. The County would retain a percentage of the assessments collected within the City to account for continued use of County residential disposal sites by City residents.

The attached interlocal agreement memorializing the above-described terms was provided to the City on July 19. At the time of this writing, the percentage of the solid waste assessment revenues collected within the City to be retained by the County is still under negotiation, but it is anticipated that those negotiations will soon conclude and an update will be provided to the Board at the

meeting.

**Options:**

1. Approve Interlocal Agreement with City of Monticello Concerning Solid Waste
2. Do Not Approve Interlocal Agreement with City of Monticello Concerning Solid Waste
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

Interlocal Agreement with City of Monticello Concerning Solid Waste

**SOLID WASTE INTERLOCAL AGREEMENT BETWEEN  
CITY OF MONTICELLO, FLORIDA, AND  
JEFFERSON COUNTY, FLORIDA**

**THIS INTERLOCAL AGREEMENT** is made by and between Jefferson County, a political subdivision of the State of Florida (the "County"), and the City of Monticello, a municipal corporation of the State of Florida (the "City"), each constituting a Public Agency under Part I of Chapter 163, Florida Statutes, (the "Interlocal Act").

**WHEREAS**, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the legislature authorized local governments to cooperate on the basis of mutual advantage to provide services and facilities to the public through interlocal agreements; and

**WHEREAS**, the Board of County Commissioners (the "Board") enacted Ordinance No. 2020-05072020-02, the Capital Project and Service Assessment Ordinance which authorizes the imposition of annual Solid Waste Assessments for Solid Waste management and disposal services, facilities, and programs against all improved residential property within the County (the "Solid Waste Service Assessments"); and

**WHEREAS**, the County has adopted, or intends to adopt, resolutions re-imposing Solid Waste Service Assessments for Solid Waste management and disposal services, facilities, and programs within the County, including all incorporated and unincorporated areas, against benefitted residential properties using the tax bill collection method for the Fiscal Year beginning October 1, 2023; and

**WHEREAS**, the City has consented to the County's inclusion of its municipal areas in the County's residential solid waste assessment program; and

**WHEREAS**, the City has contracted with a franchised solid waste hauler to collect and dispose of all solid waste generated within the municipal limits of the City; and

**WHEREAS**, the County operates 12 residential solid waste dump sites throughout the County, including one located within the municipal limits of the City; and

**WHEREAS**, the County's solid waste dump sites are available for solid waste disposal for all residential property owners within the County, including City residents; and

**WHEREAS**, utilizing the County's assessable Solid Waste budget for Fiscal Year 2023-24, the County has determined that the average cost associated with operating one of its 12 solid waste dump sites is approximately \$130,420; and

**WHEREAS**, to fund a portion of the City's residential disposal costs for those services provided by the City's franchised hauler, the County will remit to the City a portion of the assessment proceeds collected from assessed residential properties within the municipal limits of the City.



**NOW, THEREFORE**, the City and County enter into this Interlocal Agreement and agree to the following terms and conditions:

**I. Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**II. Payment of Portion of Solid Waste Assessment Revenues to City; Use of Assessment Revenues; Annual Evaluation .**

A. Beginning on or before January 31, 2024, the County shall remit quarterly to the City \_\_\_\_\_ (\_\_\_\_%) percent of Solid Waste Service Assessments collected from assessed residential properties within the incorporated area.

B. The City acknowledges and agrees that the Solid Waste Service Assessment revenues are legally restricted and that such revenues cannot be used for any purpose other than to provide solid waste management and disposal services to residential properties within the City. In the event there is any fund balance remaining at the end of a Fiscal Year, such balance shall be carried forward and used only to fund the City's provision of solid waste management and disposal services to residential properties within the City. Upon request of the County, the City shall provide information and records to the County substantiating its use of the Solid Waste Service Assessment revenues, including with respect to any amounts carried forward.

C. On or before May 1 of each year following the Effective Date of this Agreement, representatives of the Parties shall meet to discuss whether any adjustment of the percentage described in Section II. A. is warranted based upon the Parties' respective costs, use of the County's solid waste dump sites by City residents, and other relevant factors. Any such adjustment shall be effectuated by written amendment to this Agreement, in accordance with Section VI. C. hereof.

**III. Tipping Fees.** Effective October 1, 2023, the City shall be responsible for payment of all tipping fees associated with the disposal of solid waste collected within the incorporated area of the City (with the exception of tipping fees associated with solid waste collected from any County residential solid waste dump sites located within the incorporated area), and the County shall be responsible for payment of all tipping fees for solid waste collected at its residential solid waste dump sites.

**IV. Comingling of Waste Prohibited.** The City and its franchised hauler shall ensure that the County is not billed for any waste collected within the incorporated area. The City and County shall ensure that, during the provision of the solid waste management and disposal services, their employees, franchisees, contractors, and agents will not comingle any waste collected within the incorporated area with waste collected within the unincorporated area and vice versa.

**V. Notices.** All notices, requests, demands or other communications hereunder will be in writing and will be deemed to be properly given if hand-delivered, mailed by certified or registered U.S. Mail, or delivered by a generally accepted overnight courier service, such as Federal Express or United Parcel Service. Notices will be addressed as follows:

To the City: Seth Lawless  
City Manager  
245 S. Mulberry St.  
Monticello, FL 32344

To the County: Shannon Metty  
County Manager  
455 W. Walnut St.  
Monticello, FL 32344

with copy to: Heather J. Encinosa, Esq.  
County Attorney  
1500 Mahan Drive, Suite 200  
Tallahassee, FL 32308

Either party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent. Any notice will be deemed given on the date such notice is delivered by hand or three days after the date mailed, if mailed to the proper address.

## **VI. General Provisions.**

A. If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting party will give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within forty-five (45) days after the date of the written notice, then this Agreement, at the option of the non-defaulting party, may terminate. This paragraph is not intended to replace any other legal or equitable remedies available to the non-defaulting party under Florida law but is in addition thereto.

B. With respect to the matters contemplated by this Agreement, neither party will be liable or responsible to the other as a result of any injury to property or person which was caused by an event of Force Majeure, which includes, but is not limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics/pandemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of either party to this Agreement, or acts or failures to act by regulatory authorities.

C. No amendment, supplement, modification, or waiver of this Agreement will be binding upon either party unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions of this Agreement, whether or not similar, unless otherwise expressly provided.

D. If any part of this Interlocal Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the

rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be implemented.

E. This Interlocal Agreement will be governed by, construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action or proceeding to construe or enforce the provisions of this Interlocal Agreement will be in the Circuit Court in and for Jefferson County, Florida.

F. This Interlocal Agreement may be executed in counterparts, each of which will constitute an original and all of which will be deemed but one and the same instrument.

G. This Interlocal Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, discussions, or representations, either oral or written, between the parties and made with respect to the matters contained herein, and there are no warranties, representations, or other agreements among the parties in connection with the subject matter hereof, except as set forth herein.

H. The County shall not be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the City, or any other agents, employees, officers, or officials of the City, and neither the City nor any other agents, employees, officers or officials of the City have any authority or power to otherwise obligate the County in any manner.

I. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Jefferson County, Florida, as required by the Interlocal Act.

J. This Interlocal Agreement shall become effective on the date the last of the parties hereto executes this Interlocal Agreement and the filing requirements of Section V(I) hereof are satisfied.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.**

**IN WITNESS WHEREOF**, the City and the County have been duly authorized to enter into this Interlocal Agreement which their proper officers have caused to be executed and their seals to be affixed hereunder on the dates indicated below, the latter of which dates shall be the Effective Date.

**CITY OF MONTICELLO**

**JEFFERSON COUNTY**

\_\_\_\_\_  
Gloria Cox  
Mayor, City Council

\_\_\_\_\_  
Chris Tuten  
Chairman, Board of County Commissioners

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Emily Anderson  
City Clerk/Treasurer

\_\_\_\_\_  
Kirk Reams  
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, Esq.  
County Attorney

# SNIFFEN & SPELLMAN, P.A.

---

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301

PHONE: 850.205.1996 • FAX: 850.205.3004

WWW.SNIFFENLAW.COM

## **Firm Profile**

### **Presented to the City of Monticello**

#### **Sniffen & Spellman, P.A.**

123 North Monroe Street  
Tallahassee, Florida 32301

605 North Olive Avenue  
2<sup>nd</sup> Floor  
West Palm Beach, Florida 33401

700 South Palafox Street, Suite 95  
Pensacola, Florida 32502

[www.sniffenlaw.com](http://www.sniffenlaw.com)

## **I. Summary of Qualifications and Relevant Experience**

Sniffen & Spellman, P.A. represents its clients in several diverse practice areas, including labor and employment law, education law, special education litigation, local government law, civil rights and constitutional litigation, land use matters, Title III disability access litigation, association law, commercial transactions and commercial litigation, contract litigation, insurance defense, insurance coverage/bad faith litigation, PIP litigation, property and casualty litigation, directors and officers liability, errors and omissions litigation, fair housing defense, premises liability defense, negligence defense, tort defense, worker's compensation defense, construction litigation, trademark litigation, election law, license defense, appellate matters, regulatory law, public utilities law, administrative law and administrative litigation and property taxation issues.

Of note, the Firm also serves as counsel to the Florida League of Cities, the Florida Association of Counties and the Florida School Board Association.

## **II. Experience Representing Local Government Entities**

Our firm has represented numerous municipalities, counties, Sheriffs, and special districts including the Big Bend Water Authority and the Indian River Mosquito Control District.

Our Firm has represented government entities in a wide array of areas including, but not limited to:

- Competitive Procurement;
- Contractual disputes;
- Civil Rights Compliance and Litigation;
- First Amendment Litigation;
- Sunshine Law Compliance and Litigation;
- Public Records Act Compliance and Litigation;
- ADA Access Litigation;
- Policy Creation and Training;
- Collective Bargaining and Labor Relations;
- Employment Compliance and Litigation;

With respect to serving as a general counsel, our firm currently serves as the General Counsel to multiple school districts throughout the State, the Big Bend Water Authority, and is on general retainer with numerous private entities for similar services.

### **III. Public Sector Representation**

A substantial part of the Firm's practice involves representing public entities. The Firm serves as general counsel to North Florida College, Leon County Property Appraiser's Office, the Big Bend Water Authority, the Nature Coast Regional Water Authority and the Florida Mobile Home Relocation Corporation. The Firm has also served as special and litigation counsel to several governmental entities, including, but not limited to: Wakulla County, Florida A & M University Board of Trustees, Florida State University Board of Trustees, University of West Florida Board of Trustees, University of Florida Board of Trustees, University of North Florida Board of Trustees, Florida Polytechnic University, Florida Board of Governors, Tallahassee Community College, St. Johns River State College, Department of Education, Florida Office of State Courts Administrator, Florida Department of Law Enforcement, Department of Children and Families, the Florida Lottery, Department of Juvenile Justice, the Florida Inland Navigation District, the Children's Services Council of Palm Beach County, the Department of Corrections, the Office of Financial Regulation, the Department of Financial Services, the Department of Transportation, the Public Employees Relations Commission, the Florida Commission on Human Relations, the Department of Highway Safety and Motor Vehicles, the City of Tallahassee, the City of Pensacola, the City of High Springs, Escambia County Clerk of Court, the Board of County Commissioners for Jefferson County, and as special counsel to numerous cities, counties, school districts and community colleges throughout the state.

The Firm has also represented the Florida League of Cities in litigation and as amicus counsel. As an additional service for the Florida League of Cities, the firm operates the Employment Law Advisor Hotline, which provides basic advice to cities throughout the state on employment matters. Additionally, the Firm represents clients through the Florida League of Cities' Florida Municipal Insurance Trust and the Florida School Boards Insurance Trust.

As a result of our extensive experience representing public entities, our Firm's attorneys are familiar with the laws governing public agencies such as the "Government in the Sunshine" Law, Public Records Act, procurement laws, the Administrative Procedure Act, Section 1983, the State of Florida's personnel system, provision of the Florida Constitution applicable to public bodies and Florida's Sovereign Immunity statute.

Further, the Firm has regularly represented numerous governmental entities in all types of employment actions and contexts. The Firm represents its clients in a wide variety of legal issues affecting the workplace, from straightforward litigation of employment discrimination claims to complex class action and multi-party litigation, as well as compliance issues. The Firm provides advice on statutory requirements and represents clients in all statutory and constitutional employment matters, including:

- Title VII (Race, Gender and Religious Discrimination; and Retaliation)
- Americans with Disabilities Act and The Rehabilitation Act (Disability Discrimination and Reasonable Accommodation Issues)
- Family and Medical Leave Act compliance issues
- Veteran's Preference and Military Leave
- EEO policy creation and implementation
- Fair Labor Standards Act (Exempt/Non-Classifications, Overtime, Scheduling and other Wage and Hour issues)
- Safety and Wellness Issues
- Sexual Harassment and Whistleblower investigations, collective bargaining and union organizing, and other concerns arising from the hiring, retention and termination of employees.



- ERISA and COBRA claims
- Florida and Federal Whistleblower actions
- Unemployment Issues
- First Amendment
- Tort Litigation (Negligent Hiring, Training and Retention) The Firm represents its clients in federal and state court, in arbitration and before other administrative tribunals.

#### **IV. Relevant Rankings and Recognition**

We are proud of the recognition the Firm and its lawyers have received from various publications and lawyer rating services. Such recognition includes:

- “AV-Preeminent” Rating from Martindale-Hubbell.
- Martindale-Hubbell Bar Register of Preeminent Lawyers (top 5% nationwide).
- Named in “The Best Lawyers in America” publication by U.S. News and World Reports in Labor and Employment Law, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023.
- Named in *A.M. Best’s* “Directories of Recommended Insurance Attorneys and Adjusters”, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2020 and 2022.
- Named by Florida Trend Magazine as “Legal Elite” in Labor and Employment Law (top 2% of Lawyers Practicing in Florida), 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2022, 2023.

- Named to Florida Super Lawyers Magazine in the area of Labor and Employment Law (peer rated selection of top 5% of lawyers in the State), 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2022, 2023.

## **V. Proposal**

If selected, Mitchell J. Herring would be assigned as lead counsel, with Mark K. Logan and Robert J. Sniffen serving as secondary counsel. However, the entire Firm would remain at the City's disposal as various matters arise.

## **VI. Qualifications of Lead Counsel**

Mitchell J. Herring began his career in the public sector, advising the Florida Department of Health and the Florida Department of Management Services. As part of this early introduction to government work, he is well versed in public procurement regulations, the proper application of the Sunshine Law, and public records. Since joining the firm, he has personally advised numerous municipalities through the operation of the Florida League of City's Employment Law Advisor Hotline, as well as on an individual basis. In addition to fielding calls from dozens of special districts and municipalities through the hotline, he has represented the Indian River Mosquito Control District, City of Bonifay, and City of Mulberry, as well as acted as the interim general counsel for the City of Monticello. From a litigation perspective, Mr. Herring has defended both public and private sector clients against claims of employment discrimination, retaliation, failure to accommodate disabilities, public records violations, Sunshine Law violations, unpaid wages, overtime violations, contractual disputes, and a variety of tort claims. He is considered one of our firm's authorities when it comes to issues related to the Public Records Act, Sunshine Law, government procurement and contractual matters, wage and hour matters, and immigration related issues.

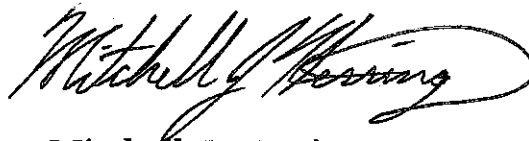
## **VII. Proposed Fee Structure**

We recognize that the City of Monticello has a limited need for legal services and propose a monthly billing structure that is a mix of a reduced-price retainer for a fixed number of hours of service each month and an hourly rate for any excess hours. Under this arrangement we propose that the City provide a \$2,500.00 per month retainer for the first 16 hours of services during the month, and \$170.00 for each additional hour of services required.

## **VIII. Conclusion**

On behalf of the entire Firm, I want to thank you for the opportunity to present our credentials and experience to the City of Monticello. We value our public sector clients and understand the nuances of public sector representation. If there is additional information you may require to evaluate how we may be of service, please do not hesitate to contact me.

We look forward to the possibility of working with you.



Mitchell J. Herring  
mherring@sniffenlaw.com  
Office: (850) 205-1996

August 9, 2023

**MONTICELLO VOLUNTEER FIREFIGHTER PENSION BOARD**

**APPOINTMENTS FOR CITY APPROVAL**

**CRYSTAL PRUITT (Pension Board Appointee) – to serve as Chairman**

**JULIUS HACKETT (City Appointee to Board)**

**MONTICELLO POLICE PENSION BOARD**

**APPOINTMENT FOR CITY APPROVAL**

**JACK PITTS (Pension Board Appointee)**

**CITY OF MONTICELLO**

MEMORANDUM

TO: City Council Members  
FROM: Emily Anderson  
IN RE: Budget Review

---

Chief Mosley has, this week, proposed an alternate budget for the Police Department which eliminates one position and spreads the savings to other personnel. The attached budget shows the alternate proposed figures as well as the proposed budget.

Per the suggestion of the City Manager, savings from reduction of some health insurance expense due to the reduction in police employees would be used to increase General Fund Reserves.

  
\_\_\_\_\_  
City Clerk

# RECAP

	2022-2023 BUDGET	2022-2023 PROJECTED	2023-2024 BUDGET
<b>GENERAL FUND</b>			
<b>TOTAL REVENUE - GENERAL FUND</b>	<b>3,185,516</b>	<b>3,318,189</b>	<b>3,343,546</b>
Expenses - General Fund			
General Administrative	796,547	838,286	847,884
Law Enforcement	992,235	972,565	1,082,191
Fire Control	37,098	37,098	38,448
Garbage	362,273	338,780	0
Streets/Parks/Cemeteries/Animal Control	995,461	1,136,236	1,375,023
<b>TOTAL EXPENSES - GENERAL FUND</b>	<b>3,183,614</b>	<b>3,322,965</b>	<b>3,343,546</b>
<b>WATER/SEWER FUND</b>			
<b>TOTAL REVENUE - WATER/SEWER FUND</b>	<b>1,528,806</b>	<b>1,391,000</b>	<b>2,007,185</b>
Expenses - Water/Sewer			
Water Operating Expenses	492,066	446,574	617,386
Sewer Operating Expenses	1,035,018	984,839	1,389,800
<b>TOTAL EXPENSES - WATER/SEWER FUND</b>	<b>1,527,084</b>	<b>1,431,413</b>	<b>2,007,185</b>
Impact Fees - Revenue		100,000	324,000
Impact Fees - Expenses		100,000	324,000
<b>GRANTS</b>			
General Fund Grant Income	1,888,000	1,541,204	2,064,000
General Fund Grant Expense	1,888,000	1,541,204	2,064,000
Water/Sewer Grant Revenue	10,315,000	753,000	5,188,000
Water/Sewer Grant Expense	10,315,000	1,395,000	5,188,000
General Fund Carried Forward Balance (as amended)	5,427,594		
Water/Sewer Carried Forward Balance (as amended)	12,206,647		
Impact Fees Carried Forward Balance	371,290		
<b>COMBINED CARRIED FORWARD/BEG. BALANCE</b>	<b>18,005,531</b>		
<b>COMBINED GENERAL FUND, WATER/SEWER FUND, GRANT REVENUE</b>	<b>12,602,731</b>		
<b>COMBINED GENERAL FUND, WATER/SEWER FUND, GRANT EXPENSES</b>	<b>12,602,731</b>		
General Fund Carried Forward Balance	5,427,594		
Water/Sewer Carried Forward Balance	12,206,647		
Impact Fees Carried Forward Balance	57,290		
<b>COMBINED ENDING BALANCE</b>	<b>17,691,531</b>		

2022-2023 BUDGET YR TO DATE PROJECTED 2022-2023 PROJECTED 2023-2024 BUDGET

Account	GENERAL FUND - REVENUE	2022-2023 BUDGET YR TO DATE	2022-2023 PROJECTED	2023-2024 BUDGET	
311.100	Ad Valorem	794,124	789,655	791,400	839,370 **at rollback rate of 6.2829 updated
312.300	New Local Option Fuel Tax	44,900	29,417	40,100	44,000
312.400	Local Option Gas Tax	81,188	49,527	76,900	80,400
312.600	One-Cent Local Option Sales Tax	235,000	172,775	261,400	267,400
312.650	One-Cent Local Option Sales Tax-Quarterly	87,900	77,037	96,900	105,600
313.100	Franchise Fees - Electricity	235,200	191,465	221,000	234,100
314.100	Utility Tax - Electricity	269,200	232,152	269,400	274,600
314.800	Utility Tax-Propane/Fuel Oil	26,400	24,927	26,500	27,600
315.000	Communications Services Tax	51,000	39,516	58,900	61,800
321.000	Business Taxes	6,400	1,358	1,360	0
329.000	Animal Control / County Labor Reimbursement	1,750	1,350	1,850	1,960
335.120	State Shared Revenue	175,824	135,900	161,100	174,600
335.140	Mobile Homes Licenses	1,200	773	1,100	1,180
335.150	Alcoholic Beverage Licenses	1,850	4,286	4,300	4,300
335.180	Local 1/2 Cent Sales Tax	396,100	310,422	456,900	470,500
341.200	Development Review Fees	4,500	9,480	10,600	6,900
342.200	Fire Assessment - City Share	37,000	37,098	37,098	38,448
343.400	Garbage/Solid Waste	292,400	227,261	319,400	330,000
	<b>New-Solid Waste Tipping Fee Reimburseme</b>	0	0	0	3,000 possible transfer from county?
	<b>New-Storm Water Assessment</b>	0	0	0	8,400
343.600	DOT Lighting Reimbursement	26,934	26,934	26,934	27,742
343.800	Cemetery Sales	30,000	17,300	21,400	26,000 Revenues transferred to Reserve
343.920	DOT Roadside Maintenance	51,646	51,646	51,646	51,646
347.400	Special Events Fees	1,600	1,100	1,200	1,600 fee increase for special events?
351.010	Fines/Judgments	25,000	7,390	11,200	11,400
369.000	Miscellaneous Revenue	13,100	4,735	5,800	6,000
365.000	Sale of Scrap/Surplus Material	4,000	12,533	22,600	9,100 22/23 includes sale of garbage truck
389.400	FLC Safety Grant Program Revenue	2,500	0	800	800
369.100	Capital Contributions (Donations)	30,000	0	0	9,100 donations of equipment/vehicles, etc.
	<b>Other Contributions/From Carryforward</b>	15,000	0	0	100,000
	From Garbage Reserves- Grapple Truck	79,800	0	79,800	0 22/23 purchase grapple truck end of lease
	From Law Enforcement Reserves	0	0	0	2,000
	From Facilities Management Reserve	0	0	0	53,000
	From Gen Fund Reserves-Street Vehicle/Equip	115,000	96,193	145,321	18,000
	From Fire Department Reserves	0	66,905	66,950	0 truck purchase
	From Cemetery Trust Fund	8,000	5,530	5,530	10,000 planned improvements 23/24?
	From New Local Option Gas Tax Reserves	30,000	30,000	30,000	30,000 road bond payment
	From Gen Fund Reserves - City Hall Improvem	11,000	0	12,800	13,000 also some ARPA appropriations
338.100					
	<b>TOTAL GENERAL REVENUE</b>	<b>3,185,516</b>	<b>2,654,665</b>	<b>3,318,189</b>	<b>3,343,546</b>

2022-2023 2022-2023 2022-2023 2023-2024  
 BUDGET YR TO DATE PROJECTED PROPOSED

	2022-2023	2022-2023	2022-2023	2023-2024
<b>GENERAL - GRANT / APPROPRIATION REVENUE</b>				
331.540 CDBG	700,000	0	600,000	700,000
334.000 SCOP - Street Paving - S Water St	235,000	8,350	200,000	35,000
Other Street Improvement Grants	0	0	0	225,000
FEMA Hazard Mitigation	0	0	0	500,000
331.250 Police Grant - Vehicles/Equipment	50,000	67,204	67,204	65,000
331.600 American Rescue Plan Act	143,000	1,690	143,000	524,000
331.200 Fire Department Grants	10,000		10,000	15,000
338.100 Other Grants/Bond Revenues	750,000	521,000	521,000	0
<b>TOTAL GRANT REVENUE-GEN FUND</b>	<b>1,888,000</b>	<b>598,245</b>	<b>1,541,204</b>	<b>2,064,000</b>

detail page 20



2022-2023 2022-2023 2022-2023 2023-2024  
 BUDGET TO DATE PROJECTED PROJECTED PROPOSED

**Account GEN ADMINISTRATIVE EXPENSE**

**Salaries**

511.011	Legislative - City Council	40,000	32,600	40,000
512.011	<b>Executive Salaries</b>			
	City Manager	90,000	90,000	90,000
	City Clerk/Treasurer	65,000	65,000	65,000
512.012	<b>Regular Salaries</b>			
	Dep. Clerk/Personel Resources/Auditing	41,308	41,310	43,556 additional mgmt. responsibilities
	<b>New Position - Intern</b>			6,000 Seth would like to fund
	Sick/Annual Leave - Termination	0	0	1,000
	Performance/Merit Bonus	0	300	2,000
	<b>Total Salaries</b>	<b>236,308</b>	<b>235,800</b>	<b>247,556</b>
512.021	FICA	18,078	18,039	18,938
513.022	Retirement Contributions Non-Police Personnel	192,658	159,800	169,900
513.023	Group Health/Group Life	24,700	29,100	27,800 assumption of \$770 per employee
513.024	Employee Assistance Program	700	627	640
513.025	Unemployment Compensation	300	3,900	3,100
	<b>TOTAL PERSONNEL SERVICES</b>	<b>472,744</b>	<b>447,266</b>	<b>467,934</b>

**Operating Expenses**

511.040	Council Member Travel/Education Expense	2,900	3,320	4,900	6,000
512.040	Travel-City Manager/City Clerk	1,200	1,103	1,300	2,000
519.031	Professional Services Including Lobbyist	10,000	2,161	2,200	28,000
513.032	Accounting and Auditing	28,000	28,180	28,400	28,500
514.031	City Attorney services plus travel	25,000	16,000	19,000	35,000
	New Tuition/Certification Reimbursement	0	0	0	1,000 education incentive
519.034	Contract Services-pest control, etc.	250	464	490	490
519.039	Gas/Oil - City Manager	3,000	75	140	360
519.041	Communications	8,400	4,022	5,000	5,000
519.042	Freight/Postage/Delivery	2,100	1,819	2,940	3,600
519.043	Utility Services	6,000	3,485	5,520	5,700
519.044	Rentals and Leases	800	309	650	650
519.045	Insurance	109,000	114,444	116,500	120,100
519.046	Repairs/Maintenance City Hall	1,000	2,526	12,000	13,000 also some ARPA appropriations

2022-2023 2022-2023 2022-2023 2023-2024  
 BUDGET TO DATE PROJECTED PROPOSED

**GENERAL EXPENSE - CONTINUED**

519.047	Facilities Management Reserve	7,500	65,000	65,000	8,000
519.048	Rentals-Christmas Pole Decorations	3,500	3,500	3,500	3,500
519.049	Current Charges	22,000	13,283	14,000	18,000
519.050	Advertising	8,600	8,216	11,400	12,700
519.051	Office Supplies/Equipment	8,600	2,870	4,000	5,100
519.052	Operating Supplies/Maintenance	5,100	165	1,100	950
519.054	Membership/Educational Costs	1,600	3,040	3,100	3,000
	Consulting Services/Matching Grant Costs	4,500	0	0	0
519.055	IT Support/Programming/Website	4,753	7,656	8,400	8,900
519.200	Development Review Fees	5,200	18,798	24,100	10,000
515.049	Election Expense	1,900	0	3,980	2,000
581.000	Bank Service Fees	2,900	2,030	2,400	2,400
	Cemetery Trust Fund Transfer	30,000	10,000	26,000	26,000
207.212	Due To Water/Sewer Fund	20,000	25,000	25,000	30,000
					transfer of revenues to reserve
	<b>TOTAL OPERATING EXPENSES</b>	<b>323,803</b>	<b>337,466</b>	<b>391,020</b>	<b>379,950</b>

**TOTAL GENERAL ADMIN EXPENSE**

**796,547 668,928 838,286 847,884**

**GENERAL FUND - GRANT/APPROPRIATION EXPENSES**

536.081	CDBG	700,000		600,000	700,000
549.000	SCOP - Street Paving - S Water St	235,000	18,750	200,000	35,000
	Other Street Improvement Grants	0	0	0	225,000 new SCOP
	FEMA Hazard Mitigation	0	0	0	500,000
521.600	Police Grant - Vehicles/Equipment	50,000	67,204	67,204	65,000
559.100	American Rescue Plan Act Allotment	143,000	5,474	143,000	524,000 detail pg 20
522.100	Fire Department Grants	10,000	0	10,000	15,000
549.100	Other Grant Funding /Bond Project Paving	750,000	19,500	521,000	0
	<b>TOTAL GRANT EXPENSES-GEN FUND</b>	<b>1,888,000</b>	<b>110,929</b>	<b>1,541,204</b>	<b>2,064,000</b>



ALTERNATE  
 2023-2024  
 PROPOSED CHIEF REQUEST  
 AUGUST 23rd

2022-2023 2022-2023 2022-2023  
 BUDGET TO DATE PROJECTED PROJECTED

**Account LAW ENFORCEMENT  
 521.012 Officer Salaries**

	2022-2023 BUDGET	2022-2023 TO DATE PROJECTED	2022-2023 PROJECTED	2023-2024 PROPOSED	ALTERNATE 2023-2024 CHIEF REQUEST AUGUST 23rd
Chief	75,000			77,250	77,250
Captain	68,000			70,036	70,036
Lieutenant	51,000			53,000	56,142
Sargeant	48,000			50,000	54,192
Patrol Officer	41,000			43,000	50,142
Patrol Officer	41,000			43,000	50,142
Patrol Officer	41,000			43,000	50,142
Patrol Officer	41,000			43,000	50,142
Patrol Officer	41,000			43,000	50,142
Patrol Officer	41,000			43,000	50,142
Sick/Annual Leave-Termination	3,500	16,913	16,920	5,200	5,200
Sick/Annual Leave Buyback	6,200	9,510	9,600	3,500	3,500
Overtime - Police	37,000	57,901	66,500	67,600	67,600
Incentive Pay (Training) - Officers	4,400	5,439	5,900	5,400	5,400
On-Call Pay	3,700	2,434	3,300	3,500	3,500
Midnight Pay - Officers	5,600	4,670	5,900	5,720	5,720
Bonus	0	14,900	14,900	13,500	13,500
<b>TOTAL OFFICER SALARIES</b>	<b>548,400</b>	<b>409,173</b>	<b>527,100</b>	<b>612,706</b>	<b>612,750</b>

23-24 Performance Bonus

**Communication Salaries**

Dispatcher Supervisor	40,000			41,363	41,363
Dispatcher	33,000			34,270	34,270
Dispatcher	32,000			32,949	32,949
Dispatcher	32,000			32,949	32,949
Dispatcher	0		23,000	32,949	32,949
Dispatcher Part-Time (3positions)	10,000		3,900	4,000	4,000
Overtime - Dispatch	15,000	9,701	12,900	15,000	15,000
Midnight Pay - Dispatchers	1,460	1,096	1,400	1,300	1,300
Sick Leave/Annual Leave - Termination	0	1,308	1,500	1,300	1,300
Bonus	0	1,200	1,200	5,000	5,000
<b>TOTAL COMMUNICATION SALARIES</b>	<b>163,460</b>	<b>150,507</b>	<b>181,100</b>	<b>201,080</b>	<b>201,080</b>
521.021 FICA	55,075	42,815	54,177	62,255	62,258
521.022 Retirement - Police - City Share	14,500	5,000	5,000	5,000	5,000
521.023 Group Health/Life	95,800	66,741	78,700	82,900	75,800
<b>TOTAL PERSONNEL SERVICES</b>	<b>877,235</b>	<b>674,236</b>	<b>831,700</b>	<b>963,941</b>	<b>956,888</b>

ALTERNATE  
2023-2024  
2023-2024

PROPOSED CHIEF REQUEST  
AUGUST 23rd

2022-2023 2022-2023 2022-2023

BUDGET TO DATE PROJECTED

**LAW ENFORCEMENT EXPENSES -CONTINUED**

**Law Enforcement Operating Expenses**

521.035	Investigations/Training	400	0	200	200	200
521.039	Gas/Oil/Grease	36,000	21,175	26,700	25,800	25,800
521.040	Travel	100	0	100	100	100
521.041	Communications	16,000	13,894	15,200	15,300	15,300
521.042	Freight/Postage/Delivery	150	11	25	100	100
521.043	Utilities	5,500	5,667	6,200	6,300	6,300
521.045	Police Liability Insurance/Claims	14,900	13,424	14,600	14,900	14,900
521.046	Repairs/Maintenance (Buildings)	1,500	5,083	5,200	1,500	1,500
521.047	Repairs/Maintenance (Vehicles/Equip)	15,000	32,412	32,700	20,000	20,000
521.057	IT Equipment and Support	2,000	1,270	1,800	1,500	1,500
521.049	Miscellaneous	3,000	2,997	3,700	3,000	3,000
521.050	Pest Control/Termite Inspection	200	140	240	250	250
521.051	Office Supplies	3,000	5,825	6,900	6,900	6,900
521.052	Operating Supplies	3,000	1,806	2,800	2,800	2,800
521.053	Uniforms	3,500	5,222	5,700	4,000	4,000
521.064	Membership/Educational	250	1,010	1,400	600	600
521.056	Equipment	3,500	7,407	11,500	8,000	8,000
<b>TOTAL LAW ENF. OPERATING EXPENSE</b>		<b>108,000</b>	<b>117,343</b>	<b>134,965</b>	<b>111,250</b>	<b>111,250</b>

\$12,000 also budgeted in ARPA

**Capital Outlay**

521.064	Vehicle	2,000	0	2,000	2,000	2,000
	Equipment	2,000	0	0	2,000	2,000

**Reserve Funding**

	Vehicles/Equip Reserve	3,000	3,900	3,900	3,000	3,000
<b>TOTAL CAPITAL OUTLAY</b>		<b>7,000</b>	<b>3,900</b>	<b>5,900</b>	<b>7,000</b>	<b>7,000</b>

<b>GRAND TOTAL-LAW ENFORCEMENT EXP</b>		<b>992,235</b>	<b>795,479</b>	<b>972,565</b>	<b>1,082,191</b>	<b>1,075,138</b>
--	--	----------------	----------------	----------------	------------------	------------------

2022-2023 2022-2023 2022-2023 2023-2024  
 BUDGET TO DATE PROJECTED PROPOSED

Account	2022-2023 BUDGET	2022-2023 TO DATE	2022-2023 PROJECTED	2023-2024 PROPOSED
<b>Account FIRE CONTROL</b>				
522.012 Personnel (All Volunteer)	0	0	0	0
<b>Operating Expenses</b>				
522.039 Gas/Oil/Grease	350	1,209	1,300	800
522.040 Travel/Per Diem	100	0	50	50
522.041 Communication	2,650	1,262	1,480	2,000
522.043 Utilities	1,500	1,228	1,690	1,500
522.046 Repairs/Maintenance	9,800	8,112	10,900	10,900
522.045 Insurance-Property/Liability/Workers' Comp	3,900	4,000	4,000	4,500
522.049 Miscellaneous	250	213	250	500
522.051 Office Supplies	100	0	50	50
522.052 Operating Supplies/Uniforms	700	1,823	2,600	2,900
522.054 Membership/Educational Costs	2,500	125	1,600	1,200
522.050 Pension Valuation/Pension Expense/Audit	4,750	500	3,200	4,800
522.064 Equipment	2,000	71,913	71,913	6,000
<b>TOTAL OPERATING EXPENSES</b>	<b>28,600</b>	<b>90,386</b>	<b>99,033</b>	<b>35,200</b>
		-66,950	-66,950	
<b>Reserve Funding</b>				
522.065 Fire Truck/Equipment Reserve	8,498	0	4,195	3,248
<b>TOTAL CAPITAL OUTLAY</b>	<b>8,498</b>	<b>0</b>	<b>4,195</b>	<b>3,600</b>
<b>GRAND TOTAL - FIRE CONTROL</b>	<b>37,098</b>	<b>21,032</b>	<b>37,098</b>	<b>38,448</b>

draw from reserve

2022-2023 2022-2023 2022-2023 2023-2024  
 BUDGET TO DATE PROJECTED PROPOSED

**Account GARBAGE/SOLID WASTE**

**534.012 Salaries - Garbage**

Driver - Grapple Truck	0	0	0
Collector	28,621		
Collector II	31,720		
Collector II	27,040		
Driver - Garbage Truck	31,866		
Overtime/Comp Time	8,450	1,140	1,140
Sick/Annual Leave-Termination	750	3,164	3,164
Bonus	0	1,200	1,200
<b>TOTAL SALARIES</b>	<b>128,447</b>	<b>59,331</b>	<b>59,331</b>

**534.021 FICA**

FICA	9,826	4,351	4,539
------	-------	-------	-------

**534.023 Group Health/Life**

Group Health/Life	32,900	23,967	24,100
-------------------	--------	--------	--------

**TOTAL PERSONNEL EXPENSES**

<b>TOTAL PERSONNEL EXPENSES</b>	<b>171,173</b>	<b>87,649</b>	<b>87,970</b>
---------------------------------	----------------	---------------	---------------

**Operating Expenses**

Gas/Oil/Grease	32,500	11,514	11,520
Communications	500	88	90
Repairs/Maintenance	15,400	24,036	24,200
Contracted Services	30,000	101,410	168,900
Current Charges	1,300	2,062	2,400
Operating Supplies	3,500	40,002	40,200
Uniforms	4,900	3,424	3,500
<b>TOTAL OPERATING EXPENSES</b>	<b>88,100</b>	<b>182,536</b>	<b>250,810</b>

purchase of Pop's trash cans

**Reserve Funding/Capital Outlay**

Reserve - Vehicles/Equipment	8,000	0	0
Reserve Garbage Truck / Grapple Truck	95,000	0	0
<b>GRAND TOTAL-GARBAGE/SOLID WASTE</b>	<b>362,273</b>	<b>270,185</b>	<b>338,780</b>

Account	STREETS/PARKS/CEMETERIES/SOLID WASTE ANIMAL CONTROL/SHOP	2022-2023		2022-2023		2023-2024	
		BUDGET	TO DATE PROJECTED	BUDGET	BUDGET		
541.012	Salaries						
	JA Public Works Director	45,938		47,502	47,502	salary	
	RW Street Foreman	38,834		40,152	40,152		
	JL Operator/Inmate Crew Supervisor	28,625		31,738	31,738		
	CH Operator - Part-Time	25,400		15,950	15,950	part-time	
	JN Laborer/Animal Control	29,204		31,278	31,278		
	JR Laborer	30,535		31,571	31,571		
	HW Laborer	29,703		30,714	30,714		
	Laborer/Mechanic/Driver	30,170		30,109	30,109		
	DC Driver - Grapple Truck	37,856		39,150	39,150		
	Overtime/On-Call Compensation	18,900	21,103	24,650	28,502		
	Performance/Merit Bonus	1,200	2,400	2,400	8,000		
	<b>TOTAL SALARIES</b>	<b>316,365</b>	<b>183,681</b>	<b>314,400</b>	<b>334,666</b>		
541.021	FICA	24,355	14,052	24,052	25,602		
541.023	Group Health/Life	48,600	33,943	41,200	73,920	\$770/mo x 8 employees	
	<b>TOTAL PERSONNEL EXPENSES</b>	<b>389,320</b>	<b>231,676</b>	<b>379,652</b>	<b>434,188</b>		
541.039	Operating Expense						
541.041	Gas/Oil/Grease	34,000	36,901	42,600	45,850		
541.042	Communications	2,600	2,004	2,600	2,600		
541.043	Signs	7,500	10,213	10,700	8,000		
541.044	Utilities	4,900	4,567	5,600	5,900		
541.040	Mowing Equipment/Supplies	12,000	7,686	8,700	10,950		
541.046	Special Improvement Projects	65,000	31,356	41,200	43,100	some from ARPA also	
	Repairs/Maintenance - Vehicles/Equipment	16,000	18,564	18,900	14,500		
	Contractual Services - Roads/Sidewalks	0	0	0	26,400	some from ARPA also	
541.047	Barricade/Cone Rental or Purchase	4,100	2,250	3,800	3,800		
541.049	Current Charges	4,000	4,406	6,100	8,000		
541.052	Operating Supplies	51,000	43,402	46,000	55,900		

2022-2023 BUDGET    2022-2023 TO DATE PROJECTED BUDGET    2023-2024 BUDGET

**STREET DEPARTMENT EXPENSES - CONTINUED**

541.055	Uniforms	9,600	7,415	7,980	7,400
541.060	Street Lights	66,100	56,746	67,900	68,400
	New -Garbage Collection Services	0	0	0	406,500
	New - Solid Waste Tipping Fee	0	0	0	524 tipping fees bill from county?
541.048	Lease Grapple Truck - ends 8/2023	37,730	34,300	37,730	0
541.062	Park Supplies/Expenses	3,600	6,146	6,400	6,200
541.014	Cemetery Supplies /Improvements	8,000	4,453	5,600	10,000
541.063	Tree and Landscape Services/Supplies	6,100	6,625	6,800	7,800 includes bulb-out maintenance
	Education - Certification for Traffic Control	1,000	0	1,000	700
541.054	Animal Control Expenses	2,200	630	1,000	1,000
541.057	Animal Control - County Partnership	7,151	7,151	7,151	7,151 \$1,787.75 per qtr
541.059	Lease Agreements-parking lot	1,760	1,760	1,760	1,760
549.100	County Road Bond Agreement (until 2052)	30,000	30,000	30,000	30,000
	<b>TOTAL OPERATING EXPENSES</b>	<b>374,341</b>	<b>316,576</b>	<b>359,521</b>	<b>772,435</b>

**Capital Outlay**

541.065	Equipment/Vehicle	34,000	96,192	96,192	113,000
	Grapple Truck Purchase (Off-Lease)	79,800	0	79,800	0
	Backhoe (split W/S- Gen. Fund)	90,000	0	90,000	0
	Jet Trailer	0	65,871	65,871	0

**Reserve Funding**

541.068	Reserve-Veh/Equip/Street Improvements	16,000	16,000	22,000	4,000
	To Paving Reserve- Local Option Gas Tax	12,000	21,263	43,200	43,000
	New - To Reserve-Storm Water Assessment	0	0	0	8,400
	<b>TOTAL CAPITAL OUTLAY/RESERVE</b>	<b>231,800</b>	<b>199,326</b>	<b>397,064</b>	<b>168,400</b>

**GRAND TOTAL-STREETS/PARKS/CEMETERIES/ANIMAL CONTROL/SHOP**

**995,461    747,578    1,136,236    1,375,023**



Account	2021-2022 ACTUAL	2022-2023 BUDGET	2022-2023 TO DATE	2022-2023 PROJECTED	2023-2024 PROPOSED
<b>Account WATER/SEWER REVENUE</b>					
343.310 Water Service Charges/Sales	422,400	329,025	409,900	444,200	
343.312 Water Tap Fees	13,000	12,854	16,700	19,900	
343.325 Late Charges	48,300	39,566	49,000	52,800	
343.510 Sewer Service Charges	877,600	669,811	808,700	845,100	10/23 next 2% increase
343-512 Sewer Tap Fees	11,306	9,175	14,100	27,485	
369.000 Miscellaneous Revenues	23,000	6,381	6,800	13,000	
From Water Vehicle/Equipment Res	18,000	10,000	10,000	27,000	hydrant/main repair/truck
From Sewer Vehicle/Equipment Res	40,000	0	24,000	15,000	
From Sewer Asset Mgt. Reserves	45,000	0	11,000	50,000	for Mays Street
From Sewer Systems Charges	0	0	0	361,000	for Cross Landings/ hickory st lift
From Sewer USDA Asset Reserve	0	0	11,200	15,000	roof replacement/storage facility
From Water Asset Management	0	0	0	20,000	
From Solar Array Debt Reserve	5,200	1,465	4,600	24,700	
From Water/Sewer Emergency	5,000	0	0	12,000	emergency repairs
From BP Reserves for CDBG Grant	0	0	0	50,000	for match portion CDBG
From Water Systems Charges	0	0	0	0	
Reimbursements from Gen. Fund	20,000	25,000	25,000	30,000	
<b>TOTAL WATER/SEWER REVENUE</b>	<b>1,528,806</b>	<b>1,103,276</b>	<b>1,391,000</b>	<b>2,007,185</b>	

Account	2021-2022 ACTUAL	2022-2023 BUDGET	2022-2023 TO DATE	2022-2023 PROJECTED	2023-2024 PROPOSED
<b>Account WATER/SEWER GRANT/APPROPRIATION REVENUE</b>					
337.901 Water Main Replacement 2021 & 202	325,000	17,690	290,000	40,000	
Water - Other Grant Funding	500,000	0	0	400,000	Legislative Appropriation
334.400 Sewer - Solar Facility Grant	1,800,000	31,300	93,000	1,700,000	
Sewer - Other Grant Funding	500,000	0	0	300,000	
Sewer - Wauneenah Extension	750,000	0	0	0	
389.400 Sewer - Montivilla Extension	1,690,000	33,750	300,000	1,390,000	
331.600 American Rescue Plan Act Allotment	550,000	20,085	70,000	358,000	detail page 20
DEO U.S. 19 South Lift Station Improv	4,200,000	0	0	1,000,000	
<b>TOTAL WATER/SEWER GRANT INC</b>	<b>10,315,000</b>	<b>102,825</b>	<b>753,000</b>	<b>5,188,000</b>	

	2022-2023	2022-2023	2022-2023	2023-2024
	BUDGET	TO DATE	PROJECTED	PROPOSED
<b>Account WATER EXPENSES</b>				
533.012 Salaries				
<b>New - Lead Operator-Water</b>	0	0	0	49,400
Deputy Clerk - Utilities	34,778			36,373
Water Specialist	30,784		28,400	31,842
Meter Reader	30,826			31,195
Water Specialist	29,703			27,959
Water Specialist	31,867			32,962
533.017 Overtime/On-Call	23,000	14,242	18,500	20,400
Sick Leave/Annual Leave - Separation	500	0	0	400
Performance/Merit Bonus	1,100			6,000
<b>TOTAL SALARIES</b>	<b>182,558</b>	<b>126,649</b>	<b>155,900</b>	<b>236,531</b>
533.021 FICA	13,966	9,689	11,926	18,095
533.023 Group Health/Life	41,400	27,426	34,200	45,100
<b>TOTAL PERSONNEL</b>	<b>237,924</b>	<b>163,764</b>	<b>202,026</b>	<b>299,726</b>
<i>\$770/mo x 5 employees</i>				
<b>Operating Expenses</b>				
533.031 Professional Services/Engineering	1,000	18	500	500
533.034 Contractual Services	3,500	6,007	6,200	6,600
533.035 Water Tower Inspection/Maintenance	34,517	34,517	34,517	34,520
533.038 Sunshine State One Call	650	835	1,040	1,100
533.039 Gas/Oil/Grease	13,900	13,204	15,800	16,200
533.041 Communication	2,300	1,462	1,880	1,900
533.042 Freight/Postage/Delivery	6,100	6,114	7,800	8,500
533.043 Utility Services	32,400	34,034	41,860	42,000
533.045 Insurance	38,000	12,500	21,400	36,200
533.046 Repairs & Maintenance - Distribution	22,000	14,650	17,700	23,200
533.044 Repairs & Maintenance - Wells	18,000	3,141	19,100	20,000
533.048 Repairs & Maintenance - Vehicles/Equip	5,000	8,200	8,300	6,000
533.049 Current Charges	400	39	200	200
533.051 Office Supplies	700	242	250	200

includes hydrant/main work

2022-2023 BUDGET 2022-2023 TO DATE 2022-2023 PROJECTED 2023-2024 PROPOSED

**WATER EXPENSES - CONTINUED**

533.052	Operating Supplies	50,000	63,352	63,900	70,000	includes meters
533.054	Membership/Certification / Educational	3,500	1,995	1,200	1,200	
533.055	IT Equipment/Support	3,700	249	600	900	
533.059	Uniforms	5,800	1,643	1,850	1,960	
533.068	Annual Water Report Distribution Expenses	675	451	451	480	
	<b>TOTAL OPERATING EXPENSES</b>	<b>242,142</b>	<b>202,652</b>	<b>244,548</b>	<b>271,660</b>	
	<b>Capital Outlay</b>					
	Equipment	0	0	0	3,000	
	<b>Reserve Funding</b>					
	Water Vehicles/Equipment	6,000	0	0	6,000	
	Water Asset Management Plan Reserve	6,000	0	0	37,000	for relocation 19 S. repaving
	<b>TOTAL PERSONNEL, OPERATING, RESER</b>	<b>492,066</b>	<b>366,416</b>	<b>446,574</b>	<b>617,386</b>	
	<b>WATER - GRANT EXPENSE</b>					
533.701	Water Loss Grant 2021 & 2022	325,000	32,875	295,000	40,000	
	Water - Other Grant Funding	500,000	0	0	400,000	Legislative appropriation
559.100	American Rescue Plan Act Allotment	0	60,428	0	78,000	detail page 20
	<b>TOTAL GRANT EXPENSES - WATER</b>	<b>825,000</b>	<b>93,303</b>	<b>295,000</b>	<b>518,000</b>	

	2022-2023	2022-2023	2022-2023	2023-2024
	BUDGET	TO DATE	PROJECTED	PROPOSED
<b>Account SEWER EXPENSE</b>				
535.012 Salaries				
Lead Operator	50,761			52,284
Assistaht Treatment Plant Operator	43,455			44,934
Equipment Mechanic III	42,059			43,493
Equipment Mechanic II	41,455			36,561
Sewer Plant Technician	30,784			31,822
Overtime	8,450	8,357	9,600	9,900
535.013 Accrued Sick/Vacation - Termination	1,300	0	400	800
Performance/Merit Bonus	0	1,500	1,500	5,000
<b>TOTAL SALARIES</b>	<b>218,264</b>	<b>121,185</b>	<b>209,400</b>	<b>224,794</b>
535.021 FICA	16,697	9,271	16,019	17,197
535.023 Group Health/Group Life	24,680	28,556	32,500	36,952
<b>TOTAL PERSONNEL EXPENSES</b>	<b>259,641</b>	<b>159,011</b>	<b>257,919</b>	<b>278,943</b>
				\$770 mo. x 4 employees
<b>Operating Expenses</b>				
535.031 Professional Services	1,400	18	1,100	1,000
535.034 Contractual Services	21,100	10,576	14,000	13,000
535.033 Sludge Disposal	1,600	0	0	7,000
535.039 Gas/Oil/Grease	17,600	10,181	11,600	12,100
535.040 Travel and Per Diem	500	0	400	0
535.041 Communications	12,700	5,843	7,900	8,100
535.042 Postage/Freight/Delivery	5,200	6,120	8,200	8,600
535.043 Utilities	105,100	112,162	126,700	76,200
535.045 Insurance	41,000	14,500	31,100	40,000
535.044 Repairs & Maintenance - Sewer Plant	30,000	10,466	29,400	15,000
535.046 Repairs & Maintenance - Collections S)	40,717	56,973	78,100	397,000
<b>Repairs &amp; Maintenance - CDBG Gran</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>
535-048 Repairs & Maintenance - Vehicles	7,600	7,967	8,750	8,500

roof replacement / storage facility  
inc. Hickory and Cross Landings (ARPA & Sys.  
to be taken from BP Funds

2022-2023 2022-2023 2022-2023 2023-2024  
 BUDGET TO DATE PROJECTED PROPOSED

**SEWER EXPENSES - CONTINUED**

535.049	Current Charges	6,500	708	1,200	2,200
535.051	Office Supplies	800	0	200	200
535.052	Operating Supplies	32,500	22,763	27,100	40,632
535.054	Membership/Educational Costs	1,000	800	800	1,300
535.055	IT Support/Programming/Back-up Supp	4,000	88	540	725
535.059	Uniforms	4,360	4,916	5,400	4,800
	<b>TOTAL OPERATING EXPENSES</b>	<b>333,677</b>	<b>264,081</b>	<b>352,490</b>	<b>686,357</b>

**Debt Service**

207.200	1990 Bond (through 2030)	138,900	46,300	138,900	138,200
207.400	2013 Bond (through 2053)	201,600	67,200	201,600	201,600
572.200	Solar Project Debt Service	5,200	1,465	2,930	24,700
	<b>TOTAL DEBT SERVICE</b>	<b>345,700</b>	<b>114,965</b>	<b>343,430</b>	<b>364,500</b>

**Capital Outlay**

	Vehicle/Equipment-	60,000	0	24,000	0
	Other	0	0	0	0

**Reserve Funding**

535.066	Reserve Funding - Vehicles/Equipment	5,000	0	0	30,000
	USDA Asset Management Reserve	7,000	7,000	7,000	7,000
	Treatment Plant Replacement	4,000	0	0	2,000
	Reserve Funding - Asset Management	20,000	0	0	21,000
	<b>TOTAL OPERATING/DEBT SER/CAP OU*</b>	<b>1,035,018</b>	<b>545,058</b>	<b>984,839</b>	<b>1,389,800</b>

\* includes for manhole relocation 25/26

**SEWER - GRANT EXPENSE**

572.210	Sewer - Solar Facility Grant	1,800,000	10,000	400,000	1,700,000
	Sewer - Other Grant Funding	500,000	0	0	300,000
	Sewer - Waukeena Extension	750,000	0	0	0
572.400	Sewer - Montivilla Extension	1,690,000	84,500	300,000	1,390,000
	DEO U.S. 19 South Lift Station Improve	4,200,000	0	0	1,000,000
559.100	American Rescue Plan Act Allotment	550,000	26,550	400,000	280,000
	<b>TOTAL - SEWER GRANT EXPENSE</b>	<b>9,490,000</b>	<b>121,050</b>	<b>1,100,000</b>	<b>4,670,000</b>

detail page 20

**IMPACT FEE REVENUE/EXPENSES**

Account	BUDGET TO DATE PROJECTED			PROPOSED
	2022-2023	2022-2023	2022-2023	2023-2024
<b>IMPACT FEES REVENUE</b>				
800-362 Water Systems Charges	0	0	0	14,000
800-363 Sewer Systems Charges	0	0	100,000	310,000
<b>TOTAL IMPACT FEES REVENUE</b>			<b>100,000</b>	<b>324,000</b>
<b>IMPACT FEES EXPENSES</b>				
800-533 Capital Outlay - Impact Fees Water				14,000
800-535 Capital Outlay - Impact Fees Sewer			100,000	310,000
<b>TOTAL IMPACT FEES EXPENSES</b>			<b>100,000</b>	<b>324,000</b>

for Cross Landings/ hickory st lift



**RESERVE FUNDS OTHER THAN CAPITAL IMPROVEMENTS - RESTRICTED**

	As of 10/1/2023 Estimated	Projected In Est.	Projected Out Est.	Projected Balance 9/30/2024
<b>GENERAL FUND</b>				
Cemetery Trust Fund	191,300	17,600	10,000	198,900
New Local Option Gas Tax (Paving)	201,700	22,100	30,000	193,900
<b>WATER / SEWER FUND</b>				
<u>Bond Reserves</u>				
Obligation Bond Reserves -92-95	158,400	2,200	0	160,600 required \$138,500
2013 Bond Issue - Required Reserve	207,901	1,350	0	209,251 required \$201,600
USDA Asset Management	35,500	7,000	15,000	27,500
<u>Systems Service Charges</u>				
Water Systems Charges	81,900	7,900	14,000	75,800
Sewer Systems Charges	304,208	18,900	300,000	23,108 Cross Landings/Hickory

**RESERVE FUNDS OTHER THAN CAPITAL IMPROVEMENTS - UNRESTRICTED**

	As of 10/1/2023 Estimated	Projected In Est.	Projected Out Est.	Projected Balance 9/30/2024
<b>GENERAL FUND</b>				
General Fund Savings (BP Proceeds)	77,900	1,600	50,000	29,500 CDBG Match
Facilities Management Reserve	141,100	8,000	53,000	96,100
City Hall - Maintenance Reserve	13,000	0	13,000	0
Economic Development	5,000	0	0	5,000
Grapple Truck Reserve	198,200	0	0	198,200
Street Vehicle/Equipment	92,679	14,000	18,000	88,679
<b>WATER SEWER FUND</b>				
Water / Sewer Emergency Fund	22,741	1,100	0	23,841
Sewer Vehicles/Equipment	30,990	35,000	15,000	50,990
Sewer Asset Management Plan Reser	56,000	21,000	50,000	22,000
Water - Vehicle/Equipment	22,056	6,000	0	28,056
Water Asset Management Plan Reser	17,000	37,000	0	54,000



AMERICAN RESCUE PLAN ACT DETAIL

Budget Year 2022 - 2023

	BUDGETED	TO DATE 22-23	2022-2023 PROJECTED
Carryforward	874,614.00		972,210.69
Additional Distributions	0.00	1,690.19	1,690.19
Anticipated Interest Revenues - 22-23	2,800.00	24,401.00	28,100.00
<b>TOTAL REVENUES</b>	<b>877,414.00</b>	<b>26,091.19</b>	<b>1,002,000.88</b>

Anticipated Expenditures 2022-2023 Budget Year

General Fund:

- Administrative Reporting Fees
- \*City Hall Repairs / Consulting Fee

	3,000.00	590.00	590.00
	140,000.00	3,500.00	14,000.00
<b>GEN. FUND TOTAL EXPENDITURES</b>	<b>143,000.00</b>	<b>4,090.00</b>	<b>14,590.00</b>

Water/Sewer:

- \*Sewer - Lift Station Engineering & Surveying(Cross Landings)
- \*Sewer - Lift Station Replacement (Cross Landings)
- \*Sewer - Project Engineering / Preventive Maintenance

	0.00	44,290.00	68,000.00
	450,000.00	0.00	50,000.00
	100,000.00	0.00	0.00

W/S FUND TOTAL EXPENDITURES

22/23 TOTAL GEN & W/S EXPENDITURES  
 ANTICIPATED BALANCE 9/30/2023

	550,000.00	44,290.00	118,000.00
	693,000.00	48,380.00	132,590.00
	184,414.00		869,410.88

AMERICAN RESCUE PLAN ACT DETAIL

**Budget Year 2023 - 2024**

Carryforward	867,410.88	<b>BUDGETED</b>
Additional Distributions	1,000.00	
Anticipated Interest Revenues - 23-24	24,100.00	
	<u>892,510.88</u>	

**TOTAL REVENUES**

**Anticipated Expenditures 2023-2024 Budget Year**

**General Fund:**

Administrative Reporting Fees	1,000.00	
City Hall - Repairs/New Building	383,000.00	
Special City Parks/Sidewalks/Streets Infrastructure Projects -	128,000.00	
Police Department - Surveillance Equipment	12,000.00	
	<u>524,000.00</u>	

**GEN. FUND TOTAL EXPENDITURES**

**Water/Sewer:**

Sewer - Lift Station Engineering (Cross Landings)	33,500.00	
*Sewer - Lift Station Replacement (Cross Landings)	210,000.00	
*Sewer - Project Engineering /Maintenance	45,000.00	
*Water - Meter and Facility Rehabilitation	78,000.00	
	<u>366,500.00</u>	

**W/S FUND TOTAL EXPENDITURES**

<b>23/24 TOTAL GEN &amp; W/S EXPENDITURES</b>	<b>890,500.00</b>
<b>ANTICIPATED BALANCE 9/30/2024</b>	<b>2,010.88</b>