



AGENDA

CITY OF LAKE BUENA VISTA
1900 HOTEL PLAZA BOULEVARD

July 12, 2023

9:00 A.M.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. RESIGNATION OF CITY CLERK
- IV. APPOINTMENT OF NEW CITY CLERK
- V. OATH OF OFFICE- Charlie Reed
- VI. APPROVAL OF MINUTES FROM THE April 6, 2023 MEETING
- VII. CONSIDERATION TO HIRE LEGAL COUNSEL
- VIII. CITY AUDITOR to present tentative millage rate to Council
- IX. OTHER BUSINESS
- X. ADJOURNMENT

June 27, 2023



Dear Mayor Raper and Council Members,

Please let this serve as my resignation as the City Clerk for the City of Lake Buena Vista effective July 5, 2023.

It has been a pleasure working with the city.

Best,


Tracy Borden

Oath of Office

I solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States and the State of Florida, that I will, in all respects, observe the provision of the charter and ordinances of the City of Lake Buena Vista and will faithfully discharge the duties of the office of Council.

Charlie Reed

Print Name

Council Member Signature

Date

Jurat

**State of Florida
County of Orange**

Signed and sworn to (or affirmed) before me this _____ day of _____, 2____,

By _____
Signature of Notary Public, State of Florida

(seal)

____ Personally Known

____ Produced Identification

Type of Identification: _____

**MINUTES OF SPECIAL MEETING
CITY COUNCIL OF THE
CITY OF LAKE BUENA VISTA
April 6, 2023
9:00 A.M.**

A special meeting of the City Council for the City of Lake Buena Vista was called to order on Thursday, April 6, 2023 at 9:00 A.M., at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were Mayor Renee Raper, Council Members Tom Nedorost, Angie Sola, and Andrea Fay, constituting a Quorum. Others present were John H. Classe, Jr, City Manager; Tracy Borden, City Clerk; Tina Graham, Assistant City Clerk; Susan Higginbotham, City Auditor; Eryka Washington, CFTOD Director of Communications; John Bennett, Nardello and Nardello; Charlie Reed, City of Lake Buena Vista Resident and Gretchen Sterner, City of Lake Buena Vista Resident.

Mayor Raper announced that we received a resignation letter from Council Member Sterner effective March 20th. A motion was made by Tom Nedorost and duly seconded by Andrea Fay to accept Council Member Sterner's resignation letter. Mayor Raper announced that Charlie Reed, a resident of Lake Buena Vista, has expressed an interest in filling the position until the next election scheduled for 2024. A motion was made by Angie Sola and duly seconded by Andrea Fay. Therefore, Charlie Reed will fill the vacant position and will be temporarily sworn in at the next meeting.

Mayor Raper then thanked Mrs. Sterner for her service to the City of Lake Buena Vista.

Mayor Raper presented a Consideration of Request to appoint Kerry Satterwhite as Assistant City Manager. City Manager John Classe, Jr. then commented on the replacement of Christopher Quinn as Assistant City Manager. A motion for approval was made by Tom Nedorost, duly seconded by Angie Sola and approved by all council members.

A motion for approval of the Minutes of the February 8, 2023 meeting was made by Andrea Fay and duly seconded by Tom Nedorost. The minutes were approved as presented.

Mayor Raper presented a Consideration of Request to reappoint Jay Exum and Grace Pierce to the Pollution Control Board for a one-year term. A motion for approval was made by Tom Nedorost, duly seconded by Angie Sola and approved by all council members.

There being no further business to come before the Council, Mayor Raper adjourned the meeting.

CITY OF LAKE BUENA VISTA

BY: _____
Tina Graham, Assistant City Clerk

APPROVED:

John H. Classe, Jr., City Manager



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July 5, 2023

VIA HAND DELIVERY

City of Lake Buena Vista
Mayor Renee Raper

Re: Agreement for Legal Services

Dear Mayor Raper:

Thank you for asking us to represent the City of Lake Buena Vista ("Client") as City Attorney. We appreciate the trust you have placed in us and we value the opportunity to be of service to you. This letter sets forth the basic terms of our engagement and "you", "your" and words of similar import mean Client as a separate legal entity. "We", "us" and "our firm" and words of similar import mean our law firm, Watson Sloane PLLC.

Our Client

We have been engaged to represent Client and it is our understanding that Renee Raper is the Mayor of Client. If Client is an entity, we do not undertake to represent any individual members, shareholders, commissioners or council members, or partners of Client, but rather to represent Client as an entity. Unless and until you notify us otherwise in writing, we will assume that we are authorized to take direction from the foregoing managers relative to this matter and that we are authorized to communicate about this matter with the foregoing individual listed above.

Scope of our Engagement

The scope of our engagement is limited to Vivien Monaco serving as City Attorney, attorney, and counselor of the municipality and all of its officers in matters related to their official duties pursuant to Laws of Florida 67-1965, section 70. Attorney Jenna Barbato will serve as Assistant City Attorney. Other attorneys with Watson Sloane may assist with certain matters as may be requested by the City. Our engagement does not include any other scope of work and we do not undertake to advise you on matters outside of the foregoing scope.

Staffing

We will be responsible for assuring that our services are delivered competently, timely and efficiently and will make sure that the right attorneys and support staff are utilized on your matter. If questions or comments arise about new matters, our services, staffing, billings, or other aspects of our representation, please contact us. It is important to us that you are satisfied with our services and responsiveness at all times. From time to time, internal conferences will take place among our personnel and two or more may attend meetings

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or proceedings on your behalf. Although this approach might seem to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work and ultimately is more economical and enables us to provide you with better service. Except for complex matters requiring the presence and participation of multiple attorneys, we do not generally bill for internal conferences among our attorneys or where multiple attorneys attend the same meeting although we reserve the right to use our discretion when it comes to this issue.

Our Fees & Invoices

Our fees are typically calculated based on the hours we work on your behalf, based on either one-tenth or one-quarter hour minimum increments, depending on the routine practices of the attorney primarily responsible for handling your matter. The hourly rates of our lawyers vary based on experience level and practice area, among other factors. Our current hourly rates are set forth in Schedule A. When our administrative staff perform work that is beyond merely clerical, we charge for their time at the applicable individual's standard hourly rate. Our hourly rates are subject to change from time to time, and they generally do at the beginning of each calendar year. The hourly rates applied to your matter will be those in effect at the time the work is performed.

If we have agreed to perform your work on a fixed fee, blended fee, or alternative fee basis, the terms associated therewith are set forth in Schedule A attached hereto. In addition, at the time we open a matter, we require either a non-refundable advance payment or a fees and costs retainer. Non-refundable advance payments are deemed to be earned upon our receipt and are non-refundable. Fees and costs retainers are maintained in our trust account and then applied against current invoices in payment of our fees and costs. We reserve the right to require retainers to be replenished from time to time as your matter progresses and as the retainer is applied against fees and costs. For fees and costs retainers only, any excess amounts will be returned to you at the conclusion of your matter. The amount and type of retainer applicable to your matter is set forth in Schedule A. Please note that where we provide an anticipated budget that is not a fixed fee, that budget is provided for your planning purposes only and is not intended to be a cap on the fees and costs incurred.

We ordinarily send invoices on a monthly basis and payment is due upon receipt, but not later than thirty (30) days after the date of issuance. We expect you to be completely satisfied with our charges and we do our best to ensure that our invoices are free of error. Accordingly, to the extent that you believe there is an error in an invoice, or you do not believe the charges reflect a reasonable charge for the associated services, we encourage you to contact us to discuss your concerns. If you do not notify us of any disputes within sixty (60) days of the date of the applicable invoice, the invoice will be deemed to be correct. Please note that all past due invoices will accrue interest at a rate equal to the lesser of (x) the highest rate of interest permissible under Florida law, or (y) 18% per annum. To the extent that collection action becomes necessary to recover amounts payable to us, we shall be entitled to recover all reasonable costs of collection, including but not limited to attorneys' fees and costs (including those of a third party or those of our attorneys and staff at their standard hourly rates).

You have the right to terminate our services on written notice, but your obligation to pay for the services rendered and other amounts payable hereunder shall survive any termination of our representation and shall survive the conclusion of the above-described matter. In addition, to the extent that we incur expenses

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in connection with the termination (for example, in providing services or incurring expenses in the course of transferring a matter to another party), we will bill our time at our standard hourly rates, and you agree to pay us the associated fees and costs.

If we are required or requested to give testimony, respond to a subpoena, or produce documents in any legal or administrative proceeding which concerns Client in any way, whether before or after our representation and rendition of services under this Agreement terminates, our efforts in complying with such requests or demands and investigating or preparing therefore will be billed to Client at our regular hourly rates then in effect. Client agrees to pay (and advance, if requested by the Firm) all such fees and all expenses incurred by the Firm in connection therewith.

We reserve the right to withdraw from this representation if, among other things, you do not honor the terms of this agreement or if any circumstance arises which would or could, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you agree to pay us for all services rendered and costs and expenses incurred on your behalf through the date of withdrawal.

Costs & Disbursements

We will bill our costs and disbursements to you with a reasonable explanation of what they are and who we paid. "Costs and disbursements" mean money that we pay to third parties on your behalf or as part of representing and advising you. In business matters, these include recording fees, fees charged by agencies for copies of public records, travel costs, parking costs (if we drive somewhere on your behalf), delivery fees charged by courier services such as Transerv, FedEx, DHL, and the like.

We will not charge you for routine postage. Those costs are part of our overhead. If we send certified or registered mail, or if we do a mass mailing for you, then we will charge the actual cost of the postage. Similarly, we will not charge by the page for routine copying done in our office. Those costs are also part of our overhead. If we send a large copying job to an outside service, then we will charge you what the service charges us. If we do a large copying job for you in-house (for instance, if we make copies of long loan or lease documents), we may charge you the same rate per copy that an outside vendor would charge us. We generally do not charge for long-distance telephone calls; provided that we reserve the right to do so for international long-distance calls. Instead, we charge a one-time administrative fee at the opening of your matter which is designed to cover the foregoing expenses. That administrative fee is set forth in Schedule A attached hereto.

From time to time, it may be necessary for us to engage other professionals to assist with your matter, including certified public accountants, attorneys outside our firm with specialized subject matter expertise relating to your matter, valuation experts, appraisers and the like. We will assume that, with Client's approval, we have the authority to engage those professionals and to pay them for their services in connection with your matter. Prior to doing so, we will ensure that those professionals agree to maintain the confidentiality of your information. You agree to pay those professionals directly or, if we agree to advance these fees and costs, to reimburse us for the amounts we pay to them upon presentation of our invoice reflecting those charges.

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Governing Law; Disputes

All of the rights and obligations of you and our firm arising under or related to this Agreement shall be governed by the laws of the State of Florida. If any dispute arises about our fees and charges, the law of the State of Florida shall apply, and the fee dispute shall be resolved by binding arbitration pursuant to The Florida Bar's Legal Fee Arbitration Program.

File Retention

We will maintain any documents you furnish to us in our file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), we may return original documents to you and it is your obligation to advise us as to which, if any, of such documents you wish to retrieve and/or for us to retain. We will retain any remaining documents for a reasonable period of time and ultimately destroy them in accordance with our record retention schedule then in effect. To the extent you wish us to retain documents, you agree to pay, upon our request, reasonable fees for electronic or physical storage of those documents. If representation is terminated and you have not paid for all services rendered and/or other charges accrued on your behalf to the date of our withdrawal, we may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in our possession until such charges are paid.

Termination; Other Engagements

It is understood that, subject to any limitations imposed by the court or the applicable rules of professional responsibility, we or you may terminate our representation. Otherwise, the attorney/client relationship will be considered terminated upon the completion of the specific service for which you have engaged us to perform or when more than twelve months have elapsed from the last time that you requested, and we furnished any billable services to you. If you later retain us to perform further or additional services, the attorney/client relationship will be revived on the terms of this Agreement, subject to any new or supplemental terms of engagement that we and you agree upon at that time. Although we may periodically inform you of developments in the law which may be of interest to you, by newsletter or otherwise, such information should not be understood as a revival of an attorney/client relationship, and we do not agree to any obligation to inform you of such developments.

Conflicts

We represent a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflict waiver, conflicts of interest may arise that could adversely affect your ability and the ability of our other clients to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. Given that possibility, we wish to be fair not only to you but to our other clients as well. Accordingly, this will confirm our mutual agreement that we may represent other present or future clients on matters other than those for which we had been or then are engaged on your behalf (referred to herein as "Subject Matter"), whether or not on a basis adverse to you or any of your affiliates, including in litigation, legal or other proceedings or matters, so long as the matter is not substantially related to our work for you or the Subject Matter (referred to herein as "Permitted Adverse Representation").

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In furtherance of this mutual agreement, you agree that you will not for yourself, or any other party assert our engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include matters or disputes arising against you with respect to the Subject Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this Agreement will continue in effect upon the termination of this engagement.

We have explained to you the potential ramifications of such representations and you agree that you have been fully informed and knowingly agree to the foregoing waivers and acknowledge that you have the right to seek the advice of counsel on such conflict waivers and have either knowingly decided to not seek such counsel or have agreed to such waivers following such advice.

If the foregoing is agreeable, please acknowledge your understanding and agreement by signing and returning a copy of this agreement via email to v.monaco@watsonsloane.com or by fax to (866) 440-1211 at your earliest convenience. You may retain the original for your files. When you sign this Agreement, it becomes a contract between our firm and you and our engagement will commence upon receipt of the signed copy of this Agreement and any applicable retainer. Please feel free to discuss this Agreement with independent counsel or to call me if you have any comments or questions concerning this Agreement.

We appreciate your confidence in our firm and assure you that we will make every effort to provide you with exceptional service and value.

WATSON SLOANE PLLC

Vivien J. Monaco, Esq.

ACCEPTED AND AGREED AS OF THE DATE SET FORTH BELOW:

CITY OF BAY LAKE

By: _____
Renee Raper, Mayor

Date: _____

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Schedule A

Administrative Fee: The administrative fee applicable to this matter and payable at the commencement of our representation is as follows:

\$

Retainer Type:

- ☐ Fees & Costs
- ☐ Nonrefundable Advance Payment

Amount of Retainer:

None.

Hourly Rates: Our current standard hourly rates are as follows:

Current rates range from \$310 to \$585 per hour for lawyers depending upon the skill and experience level of the person performing the services and \$265 per hour for paralegals. The current hourly rate for Vivien J. Monaco, Esq. is \$550.00, and the current hourly rate for Jenna Barbato is \$315. Our hourly rates for Client will be discounted as follows: hourly rate of \$495 per hour for Vivien J. Monaco, Esq., and an hourly rate of \$285 for Jenna Barbato, Esq.

Basis of Fees:

- ☒ Hourly
- ☐ Fixed Fee. Please note that where we agree to a fixed fee, our agreement is based on the facts and scope of representation presented to us. If the facts and scope are other than as described to us, we will notify you once we become aware of it and we reserve the right to adjust the fixed fee based on the new facts and scope presented to us.

*Due to recent increases in e-mail hacking attempts, "spoofing" of email addresses and other internet and email related fraud attempts directed at law firms, banks, businesses and individuals, we advise you to contact our office by telephone to verify all wire transfer instructions and not to rely on e-mails containing wire transfer or other instructions, even if they appear to originate from our law firm or its personnel. Please note that **WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRE INSTRUCTIONS VIA EMAIL AND YOU SHOULD ALWAYS VERIFY WIRE INSTRUCTIONS VERBALLY PRIOR TO INITIATING ANY WIRE TRANSFERS**, whether to our law firm or a third party. **Watson Sloane PLLC and its affiliates and underwriters will not be liable if you become a victim of fraud or attempted fraud committed by third parties.***

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v.monaco@watsonsloane.com

PROFESSIONAL LEGAL EXPERIENCE

Watson Sloane PLLC

Orlando, Florida

July 2019 to Present – Partner

- Represent property owners and developers in various land use matters before local governments throughout the state of Florida, including comprehensive plan amendments, rezonings, site plan approvals, building plan approvals, code enforcement matters, and voluntary annexation.
- Represent property owner associations in obtaining or opposing land use or development permits.
- Represent sellers and purchasers in commercial real estate transactions.
- Represent property owners in land use classifications and appraised values by county property appraisers.
- Review proposed local government comprehensive plan amendments and ordinances and state legislation on behalf of clients and draft proposed amendments.
- Represent clients in obtaining alcoholic beverage licenses.
- Represent clients in local government bid protest proceedings.

Burr & Forman LLP

Orlando, Florida

December 2013 to July 2019 – Counsel

- Represented property owners and developers in various land use matters before local governments throughout the state of Florida, including comprehensive plan amendments, rezonings, site plan approvals, building plan approvals, and code enforcement matters.
- Reviewed proposed local government comprehensive plan amendments and ordinances and state legislation on behalf of clients and proposed amendment language.
- Represented sellers and purchasers in commercial real estate transactions.
- Represented clients in obtaining alcoholic beverage licenses.
- Represented clients in local government bid protest proceedings.

Vivien J. Monaco

Orange County Attorney's Office

Orlando, Florida

January 1999 to December 2013 - Assistant County Attorney

- Represented and advised the County Mayor, Board of County Commissioners, and various county departments and divisions, particularly in the areas of planning, zoning, land use, and transportation law.
- Negotiated contracts with property owners and developers related to land use, development, zoning, school, and transportation issues.
- Represented the county in appellate litigation, primarily defending petitions for certiorari challenging decisions of the Board of County Commissioners.
- Drafted ordinances and resolutions, primarily related to planning, zoning, transportation, impact fees, and other development issues.
- Analyzed proposed state legislation for impacts to County Government during legislative sessions. Drafted proposed amendments to legislation.

Sobering, White & Luczak, P.A.

Orlando, Florida

August 1997 to October 1997 - Law Clerk; October 1997 to January 1999 - Attorney

- Performed transactional work, including preparing documents for, and closing commercial real estate loans for client banks, and representing buyers and sellers in real property and business acquisition transactions.

EDUCATION

STETSON UNIVERSITY, Deland, FL

M.B.A. - December 1997

GPA: 3.33 (No class rankings supplied by university)

STETSON UNIVERSITY COLLEGE OF LAW, St. Petersburg, FL

J.D., *Cum Laude* - May 1997

Class Rank: Top 9%, 14/159

GPA: 3.28

- **Executive Editor, Stetson Law Review**

THE UNIVERSITY OF TEXAS, Austin, TX

B.S. in Secondary Education

PUBLICATIONS

Article, *A Look at Senate Bill 360 from a County Perspective*, 83 FLORIDA BAR JOURNAL 29, October 2009

Essay, *Dealing with Your Peers*, 30 STETSON LAW REVIEW 565 (Fall 2000).

Comment, *The Harris Act: What Relief Does It Provide for Private Property Owners?*, 26 STETSON LAW REVIEW 861 (Spring 1997).

PROFESSIONAL

Admitted to The Florida Bar (1997 – present)

Vivien J. Monaco

Admitted to the United States Supreme Court Bar (2019 – present)
Certified in City, County and Local Government Law (2003 – present)
Environmental and Land Use Law Section of the Florida Bar: Chair (2015-2016), Chair-elect (2014-2015) Treasurer (2013-2014), Executive Council (2004-2018)
City, County and Local Government Section of the Florida Bar: Chair (2010-2011), Chair-elect (2009-2010), Secretary-Treasurer (2008-2009), Executive Council, (2004-2012)
Immediate Past President of Greater Orlando Builders Association (presently), President 2022, Vice President 2021, Secretary-Treasurer 2020, Board of Directors (2014-present)
AV Preeminent® Peer Review Rated
Named in *Florida Trend's Florida Legal Elite*, Top Government/Non-Profit Attorneys, 2009, 2011, 2013
Named in *Best Lawyers in America*, Government Relations Practice, 2013-2023 (Orlando Lawyer of the Year, Government Relations Practice, 2016), Real Estate Law 2021-2023
Named in *Super Lawyers*, Land Use and Zoning, 2021 - 2023
Citizen's Dispute Settlement Mediator (*pro bono*), Orange County Bar Association 2002-2007

OTHER PROFESSIONAL EXPERIENCE

2002-Present	Adjunct Professor of Law, Barry University School of Law, Florida Constitutional Law and Land Use Law
2018	Adjunct Professor of Law, Florida A & M University School of Law, Florida Constitutional Law
2003-2004	Adjunct Professor of Law, Stetson University College of Law, Land Use Law
2001-Present	Program chair and speaker for various CLE programs.
1986-1994	Various Positions in Commercial and Multi-Family Residential Property Management



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PROPOSED OPERATING BUDGET FY 2024

**CITY OF LAKE BUENA VISTA
PROPOSED OPERATING BUDGET
FISCAL YEAR 2024**

	<u>FY 2023 BUDGET</u>	<u>FY 2023 PROJ ACTUAL</u>	<u>FY 2024 BUDGET</u>
GENERAL OPERATING FUND			
REVENUES			
Ad Valorem Tax - Net	5,526,177	5,385,486	3,196,241
Licenses	35,000	36,962	35,000
Interest Income	5,000	25,937	15,000
Total Operating Revenue	5,566,177	5,448,385	3,246,241
OPERATING EXPENDITURES			
General Government	32,700	29,592	52,700
Public Safety	5,131,359	5,027,980	3,339,222
Physical Environment	50,000	39,984	50,000
Transportation	-	-	-
Total Operating Expenditures	5,214,059	5,097,556	3,441,922
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	352,118	350,829	(195,681)
BEGINNING FUND BALANCE OCT 1	2,279,621	2,506,744	2,857,573
ENDING FUND BALANCE	2,631,739	2,857,573	2,661,892
ENDING AD VALOREM FUND BALANCE	2,631,739	2,857,573	2,661,892
COMMIT TO PROPERTY APPR SETTLEMENTS	125,000	125,000	225,000
MILLAGE RATE/	2.0991	2.0991	1.1050
ASSESSED VALUE	2,742,334,430	2,745,502,398	3,013,047,861
		1 MILL =	2,892,526

CITY OF LAKE BUENA VISTA
PROPOSED OPERATING BUDGET
FISCAL YEAR 2024

	FY 2023 BUDGET	FY 2023 PROJ ACTUAL	FY 2024 BUDGET
GENERAL GOVERNMENT			
Insurance	3,000	3,000	3,000
Advertising	1,500	549	1,500
Dues & Subscriptions	1,700	1,452	1,700
Operating Supplies	1,000	795	1,000
Outside Services	1,000	576	1,000
Professional Services	22,500	21,500	42,500
Utilities	2,000	1,720	2,000
Total Financial & Admin.	32,700	29,592	52,700
PUBLIC SAFETY			
Orange County Sheriff	5,131,359	5,027,980	3,339,222
Total Public Safety	5,131,359	5,027,980	3,339,222
PHYSICAL ENVIRONMENT			
Operating Supplies			
Control Chemicals-Mosquitos	50,000	39,984	50,000
Total Physical Environment	50,000	39,984	50,000
TOTAL SUPPORTED THROUGH AD VALOREM TAXES	5,214,059	5,097,556	3,441,922