



**FRUITLAND PARK CITY COMMISSION
SPECIAL MEETING AGENDA** (Revised 1:45 p.m.)

August 30, 2018

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, FL 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation

Pledge of Allegiance – Police Chief Michael Fewless

2. ROLL CALL

3. COMMUNITY REDEVELOPMENT AGENCY

As soon as practical at 6:15 p.m., recess to the Community Redevelopment Agency meeting.

4. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.

Approval of Minutes (city clerk)

July 12, 2018 regular

5. REGULAR AGENDA

(a) 2018 Election Status Update Report (city clerk)

August 28, 2018 Primary Election.

(b) Resolution 2018-033 Fruitland Park Library Furniture Deposit – FY 2017-18 Budget Amendment (city attorney/city manager/city treasurer)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER; TO INCREASE OR DECREASE BUDGETED ITEMS PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2018-047 Police Department Bullet Proof Vest – FY 2017-18 Budget Amendment** (city attorney/city manager/police chief/city treasurer)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER; TO INCREASE BUDGET REVENUES AND EXPENDITURES IN THE GENERAL FUND BUDGET PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.
- (d) **Utility Rate Study BESH – Proposal** (city manager)
Consider the utility rate study proposal with Booth Ern Straughan and Hiott Inc.
- (e) **Resolution 2018-049 Authorizing City Attorney to Execute the Updated Certificate of Compliance – Edward Byrne Memorial Justice Assistance Grant** (city attorney)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE UPDATED CERTIFICATE OF COMPLIANCE REQUIRED BY THE U.S. DEPARTMENT OF JUSTICE - OFFICE OF PROGRAMS AS PART OF A REQUEST FOR FUNDS FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT; PROVIDING FOR AN EFFECTIVE DATE.
- (f) **Line-of-Credit Status Update Report** (city treasurer)
Authorize staff to proceed with the line of credit for various projects related to Hurricane Irma clean-up.
- (g) **FEMA Federally Funded Subaward and Grant – Contract 20301 - Operating Period 2, Category A – Hurricane Irma** (city manager/city treasurer) (revised)
Accept United States Department of Homeland Security Federal Emergency Management Agency’s federally-funded subaward and grant agreement for Hurricane Irma to the State of Florida Division of Emergency Management.
- (h) **Year-to-Date Budget Financial Report - July 2018** (city treasurer)
Revenues and expenses July 31, 2018 financial report.

PUBLIC HEARING

- (i) **First Reading - Resolution 2018-046 – Lake EMS Assignment ILA** (city attorney)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING ASSIGNMENT OF THE INTERLOCAL AGREEMENTS BETWEEN LAKE

EMERGENCY MEDICAL SERVICES, INC. AND CITY OF FRUITLAND PARK TO LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on September 13, 2018.)

(j) Second Reading and Public Hearing - Ordinance 2018-015 - Water Rates Increase (revised)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 50, SECTION 50.30(A), (B), (D), OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WATER RATES BASED ON THE CPI; TO BE EFFECTIVE OCTOBER 1, 2018; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on August 9, 2018.)

(k) Second Reading and Public Hearing - Ordinance 2018-016 - Water and Wastewater Rates Increase

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 99, SECTION 99.60 (B) OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WASTERWATER RATES; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on August 9, 2018.)

END OF PUBLIC HEARING

6. OFFICERS' REPORTS

(a) City Manager

- i. FDOT US Hwy 27/441 Landscaping Improvements Proposal - JPA MOA**
- ii. Gardenia Park Swimming Pool Heater**

(b) City Attorney (revised)

- i. Notice of Claim - James Hartson**
- ii. Notice of Claim - Larry Odum**
- iii. FRS Matters**

7. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

8. COMMISSIONERS' COMMENTS

(a) Commissioner Ranize

(b) Commissioner Lewis

(c) Commissioner Bell

(d) Vice Mayor Gunter, Jr.

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER (revised)

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

September 3, 2018, Labor Day – City Hall Closed

September 4, 2018, Lake EMS Employee Issues Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 3:00 p.m.;

September 4, 2018, Lake EMS Operations Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 4:00 p.m.;

September 11, 2018 the city will be lowering its flags to half-staff in commemoration of *Patriot Day and National Day of Service and Remembrance*;

September 11, 2018, Lake Emergency Management Services Inc.'s (EMS) Finance Committee Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:00 p.m.;

September 13, 2018, City Commission Regular at 6:00 p.m.

September 14, 2018, LCLC Sheriff Peyton Grinnell, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

September 14, 2018, Movie on the Lawn, *Avengers – Infinity War*, City Hall Lawn at ~~7:30 p.m.~~ 7:00 p.m.

September 25, 2018, Lake EMS Board Meeting, Lake County Administration Building, Board Chambers, 315 West Main Street, Tavares, Florida 32778 at 2:30 p.m.;

September 26, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.;

September 27, 2018, City Commission Regular at 6:00 p.m.

October 3, 2018, *Sponsor's Night Event*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 6:00 p.m.

October 11, 2018, City Commission Regular at 6:00 p.m.

October 12, 2018, LCLC *Fertilizer Ordinance Presentation*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.

October 12, 2018, Movie on the Lawn, *Hod*, City Hall Lawn at 7:00 p.m.

October 20, 2018, Trick or Trot 5k *Family Fun Run*, Fruitland Park Elementary School, 304 West Fountain Street, Fruitland Park, Florida at 8:00 a.m.

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August 30, 2018 Special Agenda

October 24, 2018, Lake-Sumter MPO Governing Board Meeting, 225 W Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.

October 25, 2018, City Commission Regular at 6:00 p.m.

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.



**AGENDA ITEM
NUMBER
3**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Community Redevelopment Agency Meeting		
For the Meeting of:	August 30, 2018		
Submitted by:	City Clerk		
Date Submitted:	August 22, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	CRA Agenda		
Description of Item:			
Action to be Taken: As soon as practical, recess to CRA.			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the special agenda: _____
Mayor



**AGENDA ITEM
NUMBER
4**

CONSENT AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Draft Minutes		
For the Meeting of:	August 30, 2018		
Submitted by:	City Clerk		
Date Submitted:	August 20, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
<p>Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.</p> <p>Approve the July 12, 2018 regular minutes</p>			
Action to be Taken: Approval			
Staff's Recommendation: Approval, if there are no corrections or amendments.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
July 12, 2018**

A regular meeting of the City of Fruitland City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, July 12, 2018 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell and Rick Ranize.

Member Absent: Commissioner Ray Lewis

Also Present: City Manager Gary La Venia, Mark Brionez Esq. on behalf of City Attorney Anita Geraci-Carver; City Treasurer Jeannine Racine; District 1 Commissioner-Elect Patrick DeGrave; District 2 Candidates August Kellerman and Fred Collins; Police Chief Mike Fewless; Interim Fire Chief Don Gilpin and Deputy Chief Tim Yoder, Fire Department; Public Works Director Dale Bogle; Community Development Director Tracy Kelley; Human Resources Director Diane Kolcun, and City Clerk Esther B. Coulson.

1. CALL TO ORDER

After Mayor Cheshire called the meeting to order at 6:00 p.m.; Pastor “Debbie” Deborah L. Allen, Community United Methodist Church, gave the invocation and Chief Fewless led in the Pledge of Allegiance to the Flag.

2. ROLL CALL

At Mayor Cheshire’s request, Ms. Coulson called the roll and a quorum was present.

By unanimous consent, the city commission excused the absence of Commissioner Lewis from this evening’s meeting.

3. CONSENT AGENDA

Approval of Minutes

On motion of Commissioner Bell seconded by Commissioner Ranize and unanimously carried, the city commission approved the April 26 and May 10, 2018 regular city commission minutes as submitted.

4. REGULAR AGENDA

(a) Resolution 2018-034 – Preliminary Fire Assessment

Mr. Brionez read into the record proposed Resolution 2018-034 the substance of which is as follows:

A RESOLUTION OF THE CITY OF FRUITLAND PARK,
FLORIDA, RELATING TO THE PROVISION OF FIRE
SERVICES THROUGHOUT THE CITY OF FRUITLAND PARK;
ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR
FIRE SERVICES ASSESSMENT FOR THE FISCAL YEAR

BEGINNING OCTOBER 1, 2018; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

After discussion, **a motion was made by Commissioner Ranize and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-034 as previously cited.**

In response to an inquiry posed by Mr. James Warren, City of Fruitland Park resident, Mr. La Venia explained the apportionment of the fire assessment fees for the City of Fruitland Park and The Villages of Fruitland Park and pointed out the interlocal agreement with The Village Center Community Development District on the operation of emergency service (firefighting, rescue and emergency medical equipment) if called upon to provide assistance.

Mayor Cheshire called for a roll call vote on the motion with the city commission members voting as follows:

Commissioner Ranize	Yes
Vice Mayor Gunter	Yes
Commissioner Bell	No
Mayor Cheshire	Yes

Mayor Cheshire declared the motion carried on a three-to-one (3-1) vote.

Vice Mayor Gunter recalled his dissenting vote on the FY 2017-18 Final Fire Assessment Rates at the September 14, 2017 regular meeting and cited reasons why he supported the city commission's action on the subject item as the city is too deep into the budget.

Mayor Cheshire voiced his concurrence with Vice Mayor Gunter's suggestion for the city commission to consider addressing the issue in the future as the fire department cannot operate on an assessment of \$256,000.

- (b) **Resolution 2018-042 - Leesburg Aquatics Club – Swim Team Revised Contract**
Mr. Brionez read into the record proposed Resolution 2018-042 the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN LEESBURG AQUATICS CLUB, INC.

AND THE CITY OF FRUITLAND PARK FOR USE OF GARDENIA PARK SWIMMING POOL; REPEALING RESOLUTION 2018-037; PROVIDING FOR AN EFFECTIVE DATE.

Mr. La Venia recalled the city commission's actions at its June 28, 2018 regular meeting for an annual total amount with equal monthly installments of \$250 which is incorrect. He addressed Leesburg Aquatic Club's intent to pay \$250 per month -- for the months the city does not purchase the heater the team will not use the pool -- and noted the changes in the agreement that they will pay the city for the months when they use the pool.

In response to Vice Mayor Gunter's inquiry on furnishing the city with a swimming pool heater cover, Ms. Yoder explained that the City of Leesburg will be moving its pool heater to The H.O. Dabney Pool as it is without one. She reported that fundraisers are taking place to help the City of Fruitland Park purchase a heater to go with the \$1,000 heater cover and explained that the pool heater costs between \$12,000 and \$15,000.

After Mayor Cheshire and Commissioner Bell recollected Ms. Yoder's statements on the cost of the heater to be about \$20,000, Ms. Yoder explained that she received a quote from a local company for \$15,000 for three smaller units (which equals up to the same noting that if one is inoperable, the pool can still be kept semi-warm) and indicated that the last quote was for approximately \$17,600.

A motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-042 as previously cited.

After discussion, **Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.**

PUBLIC HEARING

By unanimous consent, Mayor Cheshire took the following supplemental agenda items out of order on this evening's agenda and opened the public hearings at this evening's meeting.

(c) Second Reading and Public Hearing – Ordinance 2018-005 Golf Carts

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2018-005, Mr. Brionez read into the record the following title, and Mayor Cheshire called for interested parties to be heard:

On motion of Commissioner Ranize, seconded by Vice Mayor Gunter and unanimously carried, the city commission postponed its action on the following proposed Ordinance 2018-005 to the next meeting due to Commissioner Ray Lewis' absence.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 73 OF THE CODE OF ORDINANCES RELATING TO THE OPERATION OF GOLF CARTS AND LOW-SPEED VEHICLES WITHIN THE CITY OF FRUITLAND PARK; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on April 26, 2018 and continued from May 10 and June 14, 2018 respectively.)

(d) Second Reading and Public Hearing - Resolution 2018-040 The Glen - Developer's Agreement Modification

It now being the time advertised to hold a public hearing to consider the adoption of proposed Resolution 2018-040, Mr. Brionez read into the record the following title, and Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE MODIFICATION OF DEVELOPER'S AGREEMENT FOR THE GLEN; PROVIDING FOR RECORDING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on June 28, 2018.)

After Mr. La Venia recalled staff's recommendation of the subject item before the city commission at its June 28, 2018 regular meeting regarding the modification of the developer's agreement to include language relating to the playground equipment (park and recreation area to public use), Mr. Greg Beliveau, LPG Urban Planners Inc., described staff's receipt and verification of the requested items in question where the petitioner complied with same.

After discussion, Mr. Beliveau requested that the city commission approve regular agenda items 4.(d) and (e) simultaneously.

By unanimous consent, the city commission agreed with Mayor Cheshire's recommendation to consider regular agenda items 4.(d), proposed Resolution 2018-040 and item 4.(e), proposed Resolution 2018-041 separately and agreed with LPG Urban Planners Executive Director's statements that the adoption of proposed Resolution 2018-041 would be contingent upon the subject item 4.(d).

A motion was made by Commissioner Ranize and seconded by Commissioner Bell that the city commission adopt Resolution 2018-040 as previously cited.

There being no comments from the public and **by unanimous consent, Mayor Cheshire closed the public hearing.**

Mayor Cheshire called for a roll call vote on the motion to adopt Resolution 2018-040 as previously cited and declared it carried unanimously.

(e) Resolution 2018-041 The Glen - Phase 10 Final Plat Approval - Petitioner: M. Moukhtara

Mr. Brionez read into the record the title of proposed Resolution 2018-041 the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR PHASE 10 OF THE GLEN GENERALLY LOCATED; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. La Venia relayed staff's anticipation of receiving plats 11, 12 and 13 in the future.

A motion was made by Commissioner Bell and seconded by Commissioner Ranize that the city commission adopt Resolution 2018-041 as previously cited.

There being no comments from the public and **by unanimous consent, Mayor Cheshire closed the public hearing.**

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(f) First Reading and Public Hearing - Resolution 2018-043 First Amendment to Master Development Agreement (Ordinance 2006-013 Boundary Amendment Between Lake Ella Road to Spring Lake Road) - Petitioner: Lake Saunders Groves Land, LLP

Mr. Brionez read into the record the title of proposed Resolution 2018-043 the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR LAKE SAUNDERS GROVES LAND, LLP; PROVIDING FOR RECORDING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on July 26, 2018.)

Mr. Beliveau recalled previous discussions amongst Lake Saunders Grove representatives and Ms. Geraci-Carver as to whether the Planned Unit Development (PUD) could be amended through the method being considered on this evening's agenda or by means of a normal PUD amendment. He relayed prior

conversations held between Ms. Geraci-Carver and Mr. Crawford on the proposed action to be implemented on the master development agreement by extending the resolution formulated by the two attorneys.

Mr. Beliveau outlined under Section 33, Term of Agreement dated August 24, 2006 the termination date of 10 years; noted the agreement prepared by Ms. Geraci-Carver which did not have the expiration date and recommended the current amendment with the new sunset date of five years to which he stated that Mr. Crawford agrees to same. He reported that staff followed the procedures outlined on the development application and indicated that out of 44 notifications sent by US mail to the affected property owners, two were received in opposition without any reasons given and verified that the subject item was appropriately advertised and rules and regulations were complied with.

Vice Mayor Gunter referred to the August 24, 2006 agreement; recognized the lapse of almost 13 years where said agreement expired three years' ago and questioned whether the city commission could proceed and extend the agreement for three years, without any type of modification, and then prolong same for another five years.

In response, Mr. Jimmy Crawford, attorney representing the petitioner, conveyed Ms. Geraci-Carver's opinion that the subject agreement could be extended from a date after expiration which he recommended be included to be effective five years after this day's date and if acceptable to the city commission, the effective date could be taken back retroactively and extended from the year 2016 which he indicated is an acceptable form and agreeable by the petitioner.

Following further discussion, Mr. Crawford addressed his intent to reclarify the subject issue with Ms. Geraci-Carver and request that at the next reading the agreement be extended from the date it expired.

After Vice Mayor Gunter responded that he had no problem with extending the subject agreement five years from this day's date noting the three years lapse in between, Mr. Brionez suggested that the city commission approve the agreement "nunc pro tunc" (back to when or before it expired) and Mr. Crawford and Ms. Geraci-Carver could address any other subsequent issues relating to same.

After discussion, a motion was made by Vice Mayor Gunter and seconded by Commissioner Ranize that the city commission accept the city attorney's recommendations, as previously cited, and approve proposed Ordinance 2018-043.

Mr. Richard Rood, City of Fruitland Park resident, identified himself as one of the residents who opposed the subject item. He expressed concerns on the communication staff sent to the residents as they are currently away from the area and are unaware of the proposed action. Mr. Rood voiced problems concerning

trash all over the subject area; addressed the need for law enforcement to do something about homeless individuals observed in the wooded area and mentioned issues relating to the July 4 firework in the area.

After discussion, **Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.**

QUASI-JUDICIAL PUBLIC HEARING

- (g) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2018-006 to Correct Scrivener’s Error on Ordinance 2016-023 SSCPA – 1.0+ Acres - North CR 466A and W Timbertop Lane - Urban Low to Commercial – Petitioner: James Phillips, Owner**

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2018-006, Mr. Brionez read into the record the following title, and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2016-023 WHICH PROVIDED FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM COUNTY URBAN LOW TO CITY COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.0± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF TIMBERTOP LANE; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on June 28, 2018.)

There being no one from the public and **by unanimous consent, Mayor Cheshire closed the public hearing.**

A motion was made by Commissioner Ranize seconded by Commissioner Bell that the city commission enact Ordinance 2018-006 as previously cited to become effective as provided by law.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (h) **Second Reading and Quasi-Judicial Public Hearing – Ordinance 2018-007 to Correct Ordinance 2016-025 – Rezoning - Petitioner: James Phillips, Owner**

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2018-007, Mr. Brionez read into the record the following title, and Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE 2016-025 WHICH REZONED 1.0 ± ACRES OF PROPERTY FROM LAKE COUNTY AGRICULTURE (AG) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on June 28, 2018.)

There being no one from the public and **by unanimous consent, Mayor Cheshire closed the public hearing.**

A motion was made by Vice Mayor Gunter and seconded by Commissioner Bell that the city commission enact Ordinance 2018-007 as previously cited to become effective as provided by law.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

END OF QUASI-JUDICIAL PUBLIC HEARING

5. OFFICERS' REPORTS

(a) City Manager

i. Road Project Quotes

Mr. La Venia reported that staff is waiting for the third quote from DAB Constructors Inc. for the city's road projects.

ii. Northwest Lake Community, Cales Park Multipurpose Soccer Field Quotes

Mr. La Venia referred to the quotes received from Musco Lighting and Qualite which were recently forwarded on to Ms. Geraci-Carver for review; expressed staff's desire to select Qualite Sports Lighting LLC (a piggyback contract with the school districts and other local governments) and anticipated that more information will be available by the next meeting.

Mr. La Venia explained that he accepted Logan Sitework Contractors Inc.'s quote dated May 30, 2018 on the asphalt milling of Northwest Lake

Community, Cales Park Multipurpose Soccer Field's parking lot and pointed out the city commission's actions approving same at its June 28, 2018 regular meeting with Logan's written clarification on the price differences. He referred to Logan's letter dated May 30, 2018 reflecting approximately 6,375 square yards of millings to match Paquette Company's for the same price and indicated that the original quote showed a cheaper rate for the same amount of material. (A copy of the letter in question is filed with the supplemental papers to the minutes of this meeting.)

iii. FY 2018-19 Proposed Millage Rate

Later in the meeting, Mr. La Venia addressed the need for the city commission to consider at its next meeting the proposed FY 2018-19 millage rate. He referred to Ms. Racine's memorandum dated July 11, 2018 regarding the Proposed Fire Assessment Services together with the rate scenarios, copies of which are filed with the supplemental papers to the minutes of this meeting.

Mr. La Venia recommended setting the TRIM at 4.5 and explained that staff is working on setting the rate at 3.9863.

After Mr. La Venia described the process, he identified the millage rate at 4.7372 before it was rolled back and the loss of approximately one million dollars accumulative over the three years that the city had lost.

(b) City Attorney

Mr. Brionez stated that he has nothing to report at this time.

7. PUBLIC COMMENTS

In recognizing the city's ownership of Poinsettia Avenue and the heavily travelled roadway, Mr. Warren addressed the need for a sidewalk for children walking from Lantana Avenue to the designated school bus stop. He referred to the occasions when such requests were made before the city commission and the response received that the city did not own the roadway and suggested paving same with a gravel strip which did not occur.

Mr. Fred Green, The Villages of Fruitland Park resident, indicated that they had a solar tube erected on to roof of his and his wife's property and gave reasons why he is requesting reimbursement of \$79 charged by the provider and required by the city.

After Mr. La Venia, in response, pointed out the permit fee required for installing solar tubes and panels, Ms. Kelly described the plan/engineer review and application process and explained that there is no inspection conducted by the city.

Following Mayor Cheshire's reference to his recent telephone conversation with Mr. Green and his dissent on the city's requirements for a fee, Vice Mayor Gunter voiced his concurrence in that regard.

In response to several questions posed by Commissioner Ranize on the maker of the solar tubes and whether it meets the Florida Building Code standards; if a permit is required and noted the tree regulation, Ms. Kelly explained that they are reviewed by Mr. Jeffrey “Jeff” Gerling, Building Official retained by the city and indicated that the fees are adopted by resolution.

After discussion, Mayor Cheshire suggested that staff present the issue in question before the city commission at a future meeting and agreed with Ms. Kelly’s suggestion that she would check other local governments’ requirements.

8. COMMISSIONERS’ COMMENTS

(a) Commissioner Ranize

Commissioner Ranize stated that he has nothing to report at this time.

(b) Commissioner Lewis

Commissioner Lewis was absent from this evening’s meeting.

(c) Commissioner Bell

Commissioner Bell had nothing to report at this time.

(d) Vice Mayor Gunter, Jr.

Vice Mayor Gunter thanked the city commission for excusing his absence at the June 28, 2018 regular meeting.

9. MAYOR’S COMMENTS

(a) Golf Carts

Mayor Cheshire mentioned his observations on the increase of golf cart operators in the city. After he gave examples on why he believes the city does not appear to be like a golf cart community, Mr. Bogle, in response, stated that the county required the city to remove the previously erected golf cart community signs.

Mayor Cheshire suggested the re-posting of signs warning drivers that they are entering a golf cart community where golf carts share the roadway.

(b) Dates to Remember

Mayor Cheshire announced the following events:

- July 13, 2018, LCLC 2018 Legislative Session Update – Lake Legislative Delegation, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.
- July 13, 2018, Movie on the Lawn *A Wrinkle in Time*, City Hall Lawn at 7:30 p.m.
- July 25, 2018, City Commission Special at 6:00 p.m.

- July 26, 2018, City Commission Regular at 6:00 p.m. – CANCELLED
- August 2, 2018, City Commission Workshop to discuss LDRs at 6:00 p.m.
- August 6, 2018, City Commission Budget Workshop at 6:00 p.m.
- August 7, 2018, City Commission Budget Workshop at 6:00 p.m.
- August 9, 2018, City Commission Regular at 6:00 p.m.
- August 10, 2018, LCLC *Four-Hour Ethics Training Session*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.
- August 10, 2018, Movie on the Lawn, TBD City Hall Lawn at 7:30 p.m.
- August 13, 2018, Lake County Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.
- August 16-18, 2018, Florida League of Cities *92 Annual Conference*, The Diplomat Beach Resort, 3555 S Ocean Drive, Hollywood, Florida 33019 at 7:30 a.m.
- August 22, 2018, Lake-Sumter Metropolitan Planning Organization Governing Board, 225 W Guava Street, Lady Lake, Florida 32159 at 2:00 p.m.
- August 23, 2018, City Commission Regular at 6:00 p.m. – CANCELLED
- August 28, 2018, Primary Election at 7:00 a.m.
- August 30, 2018, City Commission Special at 6:00 p.m.

10. ADJOURNMENT

On motion made and seconded, the meeting adjourned at 9:05 p.m.

The minutes were approved at the August 30, 2018 special meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Chris Cheshire, Mayor



**AGENDA ITEM
NUMBER
5a**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	2018 Election Status Update Report			
For the Meeting of:	August 30, 2018			
Submitted by:	City Clerk			
Date Submitted:	August 30, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	No			
Description of Items:	August 28, 2018 primary election.			
Action to be Taken:				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the special agenda: _____
Mayor



**AGENDA ITEM
NUMBER
5b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-033 - Budget Amendment BT2018-023 Deposit for Library Furniture Order		
For the Meeting of:	August 30, 2018		
Submitted by:	City Treasurer		
Date Submitted:	August 21, 2018		
Are Funds Required:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Account Number:	See Attached		
Amount Required:	See Attached		
Balance Remaining:	See Attached		
Attachments:	Yes		
Description of Item: Budget Amendment BT2018-023 will decrease the budget for contingency and will increase library equipment - \$45,000, for deposit required to order new library furniture.			
Action to be Taken: Adopt Resolution 2018-033			
Staff's Recommendation: Approve Budget Amendment BT2018-023 & Resolution 2018-033			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Special Consent agenda: _____
Mayor

RESOLUTION 2018-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER; TO INCREASE OR DECREASE BUDGETED ITEMS PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2017-2018 budget of the City of Fruitland Park was adopted on September 28, 2017; and

WHEREAS, the realities of the 2017-2018 fiscal year have not matched exactly adopted budget; and;

WHEREAS, a deposit is required to order furniture for the new Library and;

WHEREAS, as a result Contingency will be reduced \$45,000 and Library equipment will be increased \$45,000;

WHEREAS, the City Commission desires to amend the 2017-2018 Fiscal Year budget as provided for herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. The budget adopted on September 28, 2017; is amended as set forth in Exhibit "A" attached hereto.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 30th day of August, 2018, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson
City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2018-023

To: CITY MANAGER

Date: 21-Aug-2018

Prepared by: FINANCE DIRECTOR
Department Head

Approved: City Manager

REVENUES:

Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec

EXPENDITURES:

Object name & #	01513-90990 Contingency	Amount: 45,000	Inc/Dec
Object name & #	01571-60640 Library Equipment	Amount: 45,000	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec
Object name & #	_____	Amount: _____	Inc/Dec

Explanation: DEPOSIT FOR LIBRARY FURNITURE, MUST HAVE DEPOSIT IN ORDER TO SUBMIT THE ORDER.

Approved by Commission: 8/30/2018
Date

City Clerk

City Finance Director

Mayor



**AGENDA ITEM
NUMBER**
5c

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Resolution 2018-047 - Budget Amendment BT2018-024 Bullet Proof Vest		
For the Meeting of:	August 30, 2018		
Submitted by:	City Treasurer		
Date Submitted:	August 21, 2018		
Are Funds Required:	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Account Number:	See Attached		
Amount Required:	See Attached		
Balance Remaining:	See Attached		
Attachments:	Yes		
Description of Item: Budget Amendment BT2018-024 will increase the budget for miscellaneous revenue police and will increase police uniforms - \$370, to assist with purchase of a new bullet proof vest.			
Action to be Taken: Adopt Resolution 2018-047			
Staff's Recommendation: Approve Budget Amendment BT2018-024 & Resolution 2018-047			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Special Consent agenda: _____
Mayor

RESOLUTION 2018-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2017/2018 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER; TO INCREASE BUDGET REVENUES AND EXPENDITURES IN THE GENERAL FUND BUDGET PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fiscal Year 2017-2018 budget of the City of Fruitland Park was adopted on September 28, 2017; and

WHEREAS, it is necessary to increase revenues in the General Fund by \$370 for the sale of a bullet proof vest and;

WHEREAS, it is necessary to increase expenditures in the General Fund by \$370 for uniforms for the Police department;

WHEREAS, the City Commission desires to amend the 2017-2018 Fiscal Year budget as provided for herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1. The budget adopted on September 28, 2017; is amended as set forth in Exhibit "A" attached hereto.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 30th day of August, 2018, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Esther B. Coulson

City Clerk

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver
City Attorney

CITY OF FRUITLAND PARK

Interfund Budget Amendment: #

BT2018-024

To: CITY MANAGER

Date: 21-Aug-2018

Prepared by: Finance Director
Department Head

Approved: City Manager

REVENUES:

Object name & #	01001-36991 PD MISC REVENUE	Amount:	370	Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec

EXPENDITURES:

Object name & #	01521-30521 PD UNIFORM	Amount:	370	Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec
Object name & #		Amount:		Inc/Dec

Explanation: Utilize money acquired from Wildwood for used bullet proof vest, to help purchase additional replacement vest.

Approved by Commission: 8/30/2018
Date

City Clerk

City Finance Director

Mayor

Jeannine Racine

From: Erik D. Luce
Sent: Friday, August 17, 2018 3:56 PM
To: Jeannine Racine
Subject: Bullet Proof Vest Funds

Good afternoon Jeannine,

As you know, Officer Jennifer Hutchins left our agency to go to Wildwood Police Department back in June of 2018. Due to her vest being a specialty fit for female officers and being a little over two years old, we sold the vest to the City of Wildwood Police Department at a pro-rated price of **\$370.00**. The warranted lifetime of a BPV is five years. The payment was received by our city on July 26th I believe. I would like to request to have those funds transferred back to our department to be put towards the purchase of a new vest for the officer that is hired to replace Officer Hutchins. The new officer has been selected and is expected to start on or about September 3, 2018. I would need to get him fitted as soon as possible. The price of a new vest is **\$734.00**. The money from Wildwood PD would be greatly appreciated and needed to go towards this purchase. Thanks for your help with this.

Erik D Luce
Captain
Fruitland Park Police Department
506 W Berckman Street
Fruitland Park Fl 34731
Office (352)360-6655
Fax (352)360-6653
Cell (352)267-2914

“Always go the extra mile, you will find it much less crowded there.”



City of Fruitland Park, 506 W Berckman St; Fruitland Park, FL 34731 (352) 360-6727

INVOICE

CUSTOMER #: 307417

JUNE 26, 2018
INVOICE #: 2894

CITY OF WILDWOOD/POLICE DEPT.
100 N MAIN STREET
WILDWOOD, FL 34785

RE: BULLET PROOF VEST - JENNIFER HUTCHINS

BULLET PROOF VEST
QTY: 1

Price
\$370.00

Invoice Total: **\$ 370.00**

*TO ENSURE PAYMENT IS PROCESSED ACCURATELY, PLEASE INCLUDE EITHER A COPY OF
THIS STATEMENT or INDICATE THE BILL NUMBER ON YOUR CHECK.
THANK YOU IN ADVANCE FOR YOUR PROMPT PAYMENT.*

CUSTOMER #: 307348

INVOICE #: 2894

MAIL CHECK PAYABLE TO:
CITY OF FRUITLAND PARK
506 W BERCKMAN ST
FRUITLAND PARK, FL 34731



Receipt Information

Year/bill 2018 2894 [View Bill](#)

Cat/type 01 GB-1 [Multi-Bill Transfer Detail](#)

Activity PAYMENT [No Related AP Invoice](#)

Receipt 637261 [Multi Rcpt Transaction](#)

Amount 370.00

Batch 17962

Deposit no. WTG-PP Clear date

Source

Effective date 07/26/2018

Entry date/time 07/26/2018 09:39:28

Clerk 808pprice

Department 513 FINANCE

Source [Payment Entry](#)

[Web Transaction](#)

Customer/Property

Customer no. 307417 CITY OF WILDWOOD

Property ID

Tender

Paid by CID 307417

Paid by reference CITY OF WILDWOOD

Journal Information

Post date 07/26/2018

Year/period/journal 2018 10 148

Cash account 01000 10104

Misc desc

Payment method 1 - CHECK

Check number 53048

Status

Batch status Released Posted Reversed

Reason

Charge Allocation

Line	Chg Code	Chg Description	Principal	Adjusted
1	MISCEL	MISCELLANEOUS BILL	370.00	.00

Receipt for bollit proof vest payment



**AGENDA ITEM
NUMBER
5d**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Utility Rate Study Proposal			
For the Meeting of:	August 30, 2018			
Submitted by:	City Manager			
Date Submitted:	August 30, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Proposal			
Description of Items:				
At the August 9, 2018 regular meeting, the city commission agreed to incorporate into the utility rate study to be conducted by Booth Ern Straughan and Hiott Inc.:				
<ul style="list-style-type: none"> - water and wastewater; - stormwater; - flat rate and plumbing fixtures relating to the public water supply (wastewater system). 				
Action to be Taken:				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the special agenda: _____
Mayor



VIA EMAIL dboglefruitlandpark@comcast.net

May 8, 2018

Dale Bogle
Community Development Director
Public Works Director
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida 34731

**RE: PROPOSAL/AGREEMENT FOR UTILITY RATE STUDY, FRUITLAND PARK,
FLORIDA, LAKE COUNTY**

Dear Mr. Bogle:

Enclosed please find our proposal for civil engineering services necessary to complete the above-referenced project, as requested. Please be sure to initial Pages 6-10, sign Page 11, and complete Page 12 for billing purposes. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Duane K. Booth, P.E.
Principal
duanebooth@besandh.com

DKB:am

Enclosure

ADD A STATEMENT ABOUT STORMWATER UTILITY RATE

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: Info@besandh.com ♦ www.besandh.com
Good...Better...*BESH!*

CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT

OR

**UTILITY RATE STUDY
FRUITLAND PARK, FLORIDA, LAKE COUNTY**

ENGINEER:

Duane K. Booth, P.E.
Principal
Booth, Ern, Straughan & Hiott, Inc.
902 N. Sinclair Avenue
Tavares, FL 32778
(352) 343-8481 – Phone
(352) 343-8495 – Fax
duanebooth@besandh.com

CLIENT:

Dale Bogle
Community Development Director/Public
Works Director
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731
(352) 308-5579 – Cell
dboglefruitlandpark@comcast.net

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT

SCOPE OF SERVICES:

Booth, Ern, Straughan & Hiott, Inc., is pleased to submit this proposal for the updating of the City's Standard Utility, Stormwater and Roadway details. Required tasks are as outlined below.

SCOPE OF WORK:

TASK 001 UTILITY RATE STUDY

BESH will prepare a Utility Rate Study. This analysis shall general include the following information.

1. Data Collection and Review – A detailed data request will be prepared for obtain historical financial information for use in developing the rate study.
2. Historical Billing Data Analysis – Historical billing data will be analyzed to determine trends in customer growth, and water and wastewater billing data.
3. Customer and Rate Projections – Based on anticipated growth trends projections will be prepared for the number of future customers and usage. Operating revenues will be projected based on the current billing rates.
4. Development of Projected Revenue Requirements – Operating expenses and capital improvements program funding will be evaluated to establish a projected revenue requirement for the water and wastewater utilities.
5. Rate Analysis and Design – The City's existing rate structure will be evaluated and recommendations made for rate adjustments that balance revenue stability with affordability in a manner that reflects community values.
6. Capital Financing Analysis – The City's five year Capital Improvement Plan will be reviewed to develop a schedule and funding source for any anticipated projects. The required capital funding will be incorporated into any recommended rate adjustments.

FEE: \$22,000.00

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

TASK 002 PROJECT ADMINISTRATION AND MEETINGS

BESH will oversee the administration of the project and coordinate the development of the rate study document, including working with the City on the development of the Capital Improvement Plan and associated impact fees.

FEE: \$5,000.00

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

**HOURLY RATE SCHEDULE
(2018)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
3 MAN FIELD CREW	\$150.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Fruitland Park** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL,

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supersedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES,

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: \$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS 10th DAY OF August, 2018.

Booth, Ern, Straughan & Hiott, Inc.

Signature



By: Duane K. Booth, P.E.

Title: Principal

Client

Signature



By:

Title:

City Manager

PROJECT NAME: Utility Rate Study, Fruitland Park, Florida, Lake County
CLIENT: City of Fruitland Park
DATE: May 8, 2018

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?: _____

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

RESOLUTION 2018-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO EXECUTE THE UPDATED CERTIFICATES OF COMPLIANCE REQUIRED BY THE U.S. DEPARTMENT OF JUSTICE - OFFICE OF PROGRAMS AS PART OF A REQUEST FOR FUNDS FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park Police Department is submitting, through Lake County, a request for funds from the Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the U.S. Department of Justice (DOJ) requires the chief legal officer of the local government to review the proposed use of funds being requested and execute a Certificate of Compliance with 8 U.S.C. §1373; and

WHEREAS, since the City Commission of the City of Fruitland Park, Florida authorized the City Attorney to execute the required certificate at its July 25, 2018 meeting, the DOJ required the city to re-certify the updated the certificates; and

WHEREAS, the city commission authorized the City Attorney to execute the updated certificates at its August 30, 2018 meeting; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to formally adopt a resolution memorializing such authorization.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Commission authorizes the City Attorney to execute the updated Certificates of Compliance, copies of which are attached hereto.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 30th day of August, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Lewis	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of this paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):

- (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
- (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2017 OJP Program identified below)

FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program
FY 2017 Local Solicitation**

**Certifications and Assurances
by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. I have examined the certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program
FY 2017 State Solicitation**

**Certifications and Assurances
by the Chief Executive of the Applicant Government**

On behalf of the applicant "State" named below, in support of that State's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant State named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant State. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant State.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the State (e.g., the State legislature), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant State will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. I have examined the certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I certify that I have no reason to believe that certification to be false or otherwise incorrect.

Signature of Chief Executive of the Applicant "State"

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant State



**AGENDA ITEM
NUMBER
5f**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Line of Credit (LOC) \$350,000		
For the Meeting of:	August 30, 2018		
Submitted by:	City Treasurer		
Date Submitted:	August 23, 2018		
Are Funds Required:		Yes	X No
Account Number:	See Attached		
Amount Required:	See Attached		
Balance Remaining:	See Attached		
Attachments:	Yes		
Description of Item: Attached is a letter from United Southern Bank Leesburg outlining the proposed terms of a line of credit (LOC) agreement. There needs to be collateral for the LOC as it is considered a loan, and the FEMA repayment did not cover the \$500,000 so I requested a \$350,000 LOC with the FEMA reimbursement as collateral. There is no initial cost for the LOC. We would pay 4.5% payable monthly on the amount drawn on the line of credit. Any FEMA payments will be used directly to pay down any amounts actually borrowed. The city commission will need a resolution to pledge the FEMA funds.			
Action to be Taken: Approve granting permission to proceed with LOC.			
Staff's Recommendation: Review and approve or deny permission to proceed with LOC			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Special Consent agenda: _____
Mayor



Leesburg Downtown
515 West Main Street
Leesburg, Florida 34748
(352) 326-9218
Fax (352) 326-5447

August 22, 2018

Mr. Gary LaVenia
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731-3239

Dear Jeff:

As we have previously discussed, United Southern Bank ("USB") is interested in discussing the possibility of extending credit to the City of Fruitland Park for the purpose of establishing a \$350,000 line of credit to be used to support various projects while the City awaits reimbursement from FEMA for Hurricane Irma clean-up efforts. Enclosed is a term sheet outlining the provisions of a loan which USB could possibly make. This letter and the attached term sheet do not constitute a commitment on the part of USB to make the proposed loan and are intended as an outline only and do not purport to summarize all of the terms, conditions, covenants, representations, warranties and other provisions which would be contained in definitive legal documentation for the proposed transaction. Any proposal by USB to actually make a loan would be subject to the negotiation, to the satisfaction of USB and its counsel, of all of the open issues outlined in the term sheet as well as internal credit approval at USB.

I certainly appreciate the opportunity to discuss potential financing opportunities with the City of Fruitland Park and look forward to your response to my letter. Please give me a call after you have review this proposal. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "S Knowles".

Steve Knowles
Vice President

attachment

PROPOSAL TERM SHEET

<u>Borrower:</u>	City of Fruitland Park
<u>Purpose:</u>	Establish a \$350,000 line of credit to be used to support various projects while the City awaits reimbursement from FEMA for Hurricane Irma clean-up efforts.
<u>Loan Amount:</u>	Up to \$350,000
<u>Loan Type:</u>	Commercial line of credit
<u>Term:</u>	24 months from closing date.
<u>Interest Rate:</u>	A rate equal to Wall Street Journal Prime rate minus ½%. At no time during the life of the loan will said interest rate fall below 4.50% (interest rate floor).
<u>Repayment Terms:</u>	Interest will be payable monthly based on the amount drawn on the line during the billing cycle. Interest is payable in arrears and calculated on the basis of actual days elapsed divided by 360 days.
<u>Other Terms:</u>	Principal will be repayed directly from FEMA reimbursements when received by the City of Fruitland Park and the credit line will be reduced by those amounts accordingly.
<u>Documentation:</u>	1.) Resolution from the Fruitland Park City Commission documenting the approval of the subject loan request and approval to pledge the outstanding FEMA fund reimbursements directly to any loan advances. 2.) Documentation from the City showing the current pending FEMA reimbursement payment schedule to the City of Fruitland Park, prior to any draw requests. The availability to draw on the line will not exceed pending FEMA reimbursements.
<u>Pre-Payment Penalty:</u>	None.

Loan Fee: None.

Collateral: Unsecured.

Financial Statements: So long as the Borrower is indebted to Bank, the Borrower will submit to the Bank audited annual financial statements within 30 after completion.

Documents: The obligation of the Borrower would be evidenced by a Promissory Note and other such loan documents and assurances as the Bank may request from Borrower in order to make the loan in a form satisfactory to the Bank and its counsel.

Default: Borrower would be in default under any commitment to lend and under any and all promissory notes executed by Borrower in favor of Bank and any and all other documents, instruments, security agreements, guarantees executed and/or delivered by Borrower in connection with the Loan (collectively "Loan Documents"), if it shall default in the payment of any amounts due and owing under the Loan or any other obligation of Borrower to Bank or to some other party or should it fail to timely and properly perform, keep and observe any term, covenant, agreement or condition in this commitment or any of the Loan Documents.



**AGENDA ITEM
NUMBER**
5g

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	FEMA Federally Funded Subaward and Grant – Hurricane Irma		
For the Meeting of:	August 30, 2018		
Submitted by:	City Manager/City Treasurer		
Date Submitted:	August 23, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
Accept FEMA’s grant agreement for Hurricane Irma to the State of Florida Division of Emergency Management for approximately \$120,000. The second agreement is anticipated which would total \$380,000.			
Action to be Taken:			
Staff’s Recommendation:			
Additional Comments: Addressed at the August 9, 2018 regular meeting.			

Reviewed by: _____
City Manager

Authorized to be placed on the Special agenda: _____
Mayor

Contract Number:

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name: _____

Sub-Recipient’s PA ID/FIPS Number: _____

Sub-Recipient’s unique entity identifier: _____

Federal Award Identification Number (FAIN): _____

Federal Award Date: _____

Subaward Period of Performance Start and End Date (Cat A-B): _____

Subaward Period of Performance Start and End Date (Cat C-G): _____

Amount of Federal Funds Obligated by this Agreement: _____

Total Amount of Federal Funds Obligated to the Sub-Recipient

by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Sub-Recipient

by the pass-through entity: _____

Federal award project description (see FFATA) Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities

Name of Federal awarding agency: Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and,
 _____ (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

2555 Shumard Oak Blvd. Ste. 360
 Tallahassee, FL 32399-2100

Telephone: _____

Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.77, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Project List”). The maximum federal reimbursement amount for the entirety of this Agreement is _____.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
- c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A

review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – FFATA Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification of Advance Payment

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

d. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

e. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for the Sub-Recipient agency and each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: _____

By: _____

Name and title: _____

Date: _____

FEID# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Wesley Maul, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:

Emergency Work

Category A: Debris Removal

Category B: Emergency Protective Measures

Permanent Work

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Public Buildings and Contents

Category F: Public Utilities

Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment A - th Revision

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337		Sub-Recipient: Fruitland Park, City of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1704	A	Ops Period 2 PAAP Cat A Debris Removal	\$120,824.64	90	\$6,712.48	5	\$6,712.48	5	\$134,249.60	9/04/2017	3/10/2018
Total:			\$120,824.64		\$6,712.48		\$6,712.48		\$134,249.60		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

Large Projects

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

Small Projects

Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Box 2: Primary Agent (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Agent (Full Access)

Box 4: Other-Finance/Point of Contact (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Box 6: Other-Environmental-Historic (Full Access)

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7:	Other (Read Only Access)	Box 8:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9:	Other (Read Only Access)	Box 10:	Other (Read Only Access)
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11:	Other (Read Only Access)	Box 12:	Other (Read Only Access)
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month:		Day:	
Sub-Grantee's Federal Employer's Identification Number (EIN)		-	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's FIPS Number (If Known)		- -	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.

- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
 - u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).
- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUB-RECIPIENT :

Signature

Printed Name and Title

Date

Attachment F

Election of Participation in Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at <https://www.fema.gov/alternative-procedures> and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

PAAP for Debris Removal (Category A) Required Documents:

- Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement
https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX_A_Revised_for_limited_sliding_scale_8-23-17.pdf

PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter
https://www.fema.gov/media-library-data/1388154577585-398aea786c6aedbd048c371270fd7b22/508_PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Fixed_Subgrant_Agreement_Letter%2012-13-13.pdf
- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement
https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120deb135460129/PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Acknowledgement%2012-13-13.pdf

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: <https://www.fema.gov/media-library/assets/documents/115868>

Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;

large quantities of debris (over \$20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.

Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

- Accelerated Debris Removal - increased Federal cost share (sliding scale)
 - Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)
 - One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
 - Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.
 2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
 3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.
 4. All contracts must comply with local, state, and Federal requirements for procurement, including provisions of 2 CFR Part 200.
 5. The subrecipient must comply with all Federal, state and local environmental and historic preservation laws, regulations, and ordinances.
 6. The Office of Inspector General may audit any subrecipient and/or subaward.

Signature of Subrecipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

- We elect to **not** participate in the Alternative Procedures for Debris Removal.

FIXED SUBGRANT AGREEMENT LETTER

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____
(PA ID _____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$_____ for subgrant number _____ (copy attached) under Disaster #_____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

Signature of Sub-Recipient’s Authorized Representative

Date

Printed Name and Title

Signature of Grantee’s Authorized Representative

Date

Printed Name and Title

**Public Assistance Alternative Procedures Pilot Program for Permanent Work
Acknowledgement**

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate

Consolidation of multiple fixed subgrants into a single subgrant

FEMA validation of Sub-Recipient-provided estimates

Elimination of reduced eligible funding for alternate projects

Use of excess funds

Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

Signature of Sub-Recipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

We elect to **not** participate in the Alternative Procedures for Permanent Work.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. conduct insurance reconciliations;
- ii. review an alternate scope of work;
- iii. review an improved scope of work; and/or
- iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. a quarterly report has not been updated between quarters;
- ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

- iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or
- iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at <http://www.fema.gov/alternative-procedures>.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State or FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

DUPLICATION OF BENEFITS

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

FUNDING FOR LARGE PROJECTS

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) a Request for Reimbursement (available in FloridaPA.org);
- b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
- c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

ADVANCES

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) the Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

Does the DUNS number need to be included on individual fellowship applications?

Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: www.ccr.gov.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Does this apply to non-US organizations?

Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

Does this apply to non-competing progress reports?

No. This new requirement applies only to competing applications.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

Attachment H

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET**

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM’s issuance of a sub-award (Agreement) that obligates \$30,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal

awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's

accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

**MODIFICATION # Z0301-1 TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND
Fruitland Park, City of**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Fruitland Park, City of ("Sub-Recipient"), to modify Contract Number Z0301, which began on 9/04/2017 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of \$127,537.12 in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding \$42,559.01 under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by \$42,559.01 and the State share by \$0.00 for the maximum amount payable under the Agreement to \$170,096.13.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____ Fruitland Park, City of _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Michael Kennett, Deputy Director**

Date: _____

Attachment A - 1st Revision

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337		Sub-Recipient: Fruitland Park, City of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1679	B	Ops Period#1 Emergency Protective Measures Cat	\$42,559.01	1.0000	\$0.00	0.0000	\$0.00	0.0000	\$42,559.01	9/04/2017	3/10/2018
1704	A	Ops Period 2 PAAP Cat A Debris Removal	\$120,824.64	0.9000	\$6,712.48	0.0500	\$6,712.48	0.0500	\$134,249.60	9/04/2017	3/10/2018
Total:			\$163,383.65		\$6,712.48		\$6,712.48		\$176,808.61		



**AGENDA ITEM
NUMBER
5h**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	July 2018 Financial Report		
For the Meeting of:	August 30, 2018		
Submitted by:	City Treasurer		
Date Submitted:	August 17, 2018		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: The July 2018 financial report shows revenues and expenses for all funds through July 31, 2018. The budget memorandum reflects the revenues and expenses for the general and utility funds minus restricted revenue and expenses to reflect a more accurate financial picture. The balance of the restricted funds as of July 31, 2018 are also included in the budget memorandum.			
Action to be Taken: Accept the July 2018 Financial Report			
Staff's Recommendation: Approval.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Special Consent agenda: _____
Mayor



**CITY OF FRUITLAND PARK
MEMORANDUM**

To: Honorable Mayor, Commission Members, City Manager, and City Clerk
 From: Jeannine Racine, Finance Director *JRR*
 Date: August 15, 2018
 Subject: Year-To-Date Budget Report
 For the period ending July 31, 2018

Attached is the July **Budget Report**, reflecting revenues and expenses through July 31, 2018. At the end of July, 83% of the fiscal year has lapsed. During the month of July 293 invoices were processed totaling \$733,091. This included payments for Library construction for \$205,515, 3 months of Waste Management totaling \$135,822.

Revenue & Expense Summaries of the General Fund are as follows:

	Revenue	%	Expenditures	%	Rev vs Exp
General Fund	\$ 6,191,383	65%	\$ 6,063,987	64%	\$ 127,396
Restricted Funds	\$ (752,363)	-8%	\$ (684,942)	-7%	\$ 67,421
Grand Total	\$ 5,439,020	57%	\$ 5,379,045	57%	\$ 59,975
General Fund		Rev vs Exp	\$ 59,975		

Revenue & Expense Summaries of the Utility Fund are as follows:

	Revenue	%	Expenditures	%	Rev vs Exp
Utility Fund	\$ 881,708	25%	\$ 3,496,640	98%	\$ (2,614,932)
Restricted Funds	\$ (94,729)	-3%	\$ (2,343,552)	-65%	\$ (2,248,823)
Grand Total	\$ 786,979	22%	\$ 1,153,088	32%	\$ (366,109)
Utility Fund		Rev vs Exp	\$ (366,109)		

Revenue & Expense Summaries of the City's various funds are as follows:

	Revenue	%	Expenditures	%	Rev vs Exp
General Fund	\$ 6,191,383	65%	\$ 6,063,987	64%	\$ 127,396
Redevelopment	\$ 240,032	58%	\$ 212,039	52%	\$ 27,993
Capital Projects	\$ 309,490	34%	\$ 480,930	54%	\$ (171,440)
Utility Fund	\$ 881,708	25%	\$ 3,496,640	98%	\$ (2,614,932)
Recreation Fund	\$ 23,685	29%	\$ 30,363	37%	\$ (6,678)
Grand Total	\$ 7,646,298		\$ 10,283,959		\$ (2,637,661)

A simplified analysis of the General Fund revenues versus expenses (minus restricted revenues and expenses) indicates an increase of approximately \$59,975 in unrestricted reserves at this point in time.

A simplified analysis of the Utility Fund revenues versus expenses (minus restricted revenues and expenses) indicates a decrease of approximately -(\$366,109) retained earnings.

Balance of Restricted Funds at the end of **July**:

<u>General Fund</u>		<u>Utility Fund</u>	
Public Safety Fire	\$1,669,798	Sewer Line Construction	-\$520,090
<u>Public Safety Police</u>	<u>\$911,129</u>	Sewer Impact	\$ 28,743
Public Safety Total	\$2,580,927	<u>Water Impact</u>	<u>\$599,073</u>
Storm water	\$324,608	Total Restricted	\$ 107,726
Building	\$1,950,494		
Police Forfeiture	\$ 3,373		
Paving/Resurfacing	\$ 50,000		
Cemetery	\$ 84,041	<u>Other Funds</u>	
Police Education	\$ 653	Redevelopment	\$154,489
Fire Fee Refunds	\$ 70,510	Infrastructure/Sales Surtax	\$423,948
<u>Police Donations</u>	<u>\$ 1,225</u>	Recreation	\$-4,874
Total Restricted	\$5,065,831	Recreation 5k	\$ -109

Please see the attached YTD Budget Expense Report Summary for Expenses by Department and the July Year to Date Budget Reports for the details.

We have \$5.465 million in SBOA investments. The SBA investment summary shows all restricted fund balances at the end of June 2018. The funds also includes the Sewer Construction Loan received in January 2016. Please see the Investments attachment for details.

We have \$7.017 million in various accounts (USB Bank, SBOA Investments, Certificate of Deposits and Edward Jones). Please see the Summary of Cash Accounts by Funds attachment for details.

Please see me if you have any questions or comments regarding this report.

- Attachments:
 Budget Summary – GF & Utility
 SBOA Investments Summary
 Cash Summary
 Year to Date Budget – July 2018

CITY OF FRUITLAND PARK
JULY 2018
YTD BUDGET REPORT SUMMARY - EXPENSES

JULY
83.3%

		Original Budget	Tranfrs/ Adjstmnts	Revised Budget	YTD Expended	YTD Encumb	Available Budget	% Expended	% Used	Expend -Over Under	Used -Over Under	Expended
GENERAL FUND												
01511	LEGISLATIVE	66,639	-1,829	64,810	42,528		22,282	65.6%	65.6%	17.7%	17.7%	Under
01512	EXECUTIVE	358,040	-9,887	348,153	284,728		63,425	81.8%	81.8%	1.6%	1.6%	Under
01513	FINANCE	304,988	-7,040	297,948	189,365		108,583	63.6%	63.6%	19.8%	19.8%	Under
01514	LEGAL COUNSEL	82,400	42,809	125,209	112,923		12,286	90.2%	90.2%	-6.9%	-6.9%	OVER
01519	OTHER GEN GOVT SERVICES	323,287	-8,596	314,691	250,055	9,669	54,967	79.5%	82.5%	3.9%	0.8%	Under
01521	LAW ENFORCEMENT	1,895,438	-35,585	1,859,853	1,506,716	70	353,067	81.0%	81.0%	2.3%	2.3%	Under
01522	FIRE CONTROL	637,015	86,982	723,997	524,566	795	198,636	72.5%	72.6%	10.9%	10.8%	Under
01524	BUILDING & ZONING	724,570	19,598	744,168	558,418	1,825	183,925	75.0%	75.3%	8.3%	8.0%	Under
01534	SOLID WASTE	492,600	-13,097	479,503	384,140		95,363	80.1%	80.1%	3.2%	3.2%	Under
01538	STORMWATER MANAGEMENT	122,475	-3,256	119,219	5,625		113,594	4.7%	4.7%	78.6%	78.6%	Under
01541	ROAD & STREET	397,769	361,778	759,547	579,561		179,986	76.3%	76.3%	7.0%	7.0%	Under
01571	LIBRARY	1,551,383	1,238,813	2,790,196	1,074,838	1,594,229	121,129	38.5%	95.7%	44.8%	-12.3%	Under
01572	MUNICIPAL POOL	104,417	-4,096	100,321	49,274		51,047	49.1%	49.1%	34.2%	34.2%	Under
01573	PARKS/RECREATION MAINT	233,942	96,319	330,261	269,227	1,069	59,965	81.5%	81.8%	1.8%	1.5%	Under
01574	RECREATION	186,728	97,798	284,526	232,020		52,506	81.5%	81.5%	1.8%	1.8%	Under
01581	TRANSFER TO RESERVE	153,639	-27,230	126,409	0		126,409	0.0%	0.0%	83.3%	83.3%	Under
FUND 001	TOTAL GENERAL FUND	7,635,330	1,833,481	9,468,811	6,063,987	1,607,657	1,797,167	64.0%	81.0%	19.3%	2.3%	Under

Claim Settlements

		Original Budget	Tranfrs/ Adjstmnts	Revised Budget	YTD Expended	YTD Encumb	Available Budget	% Expended	% Used	Expend -Over Under	Over Under	Expended
UTILITY FUND												
40533	WATER	1,002,365	6,757	1,009,122	701,770	15,727	291,626	69.5%	71.1%	13.8%	12.2%	Under
40535	SEWER	2,656,066	-142,427	2,513,639	2,744,870	10,493	-241,724	109.2%	109.6%	-25.9%	-26.3%	OVER
40581	INTERFUND TRANSFERS TO GF	60,000		60,000	50,000		10,000	83.3%	83.3%	0.0%	0.0%	Under
FUND 400	TOTAL UTILITY FUND	3,718,431	-135,670	3,582,761	3,496,640	26,219	59,901	97.6%	98.3%	-14.3%	-15.0%	OVER

LLSWR

Florida State Board of Administration Investments

AS OF: July 31, 2018

<u>31-Jul-18</u>		Previous Balance	Deposits	Withdrawal	Audit Entry	SBA Interest	Due T/F	Ending Balance
General Fund-01000								
15100	Unrestricted	1,425,063.79		500,000.00		10,182.65	-44,549.81	890,696.63
	Restricted							
15140	Cemetery	84,041.38						84,041.38
15122	Building Dept	1,203,165.08						1,203,165.08
15117	Police Impact	904,088.99						904,088.99
15118	Fire Impact	1,658,417.06						1,658,417.06
15110	Police Education (2nd \$)	321.87						321.87
15111	Police Drug Forfeiture	3,373.38						3,373.38
15113	Police Automation	0.00						0.00
15119	Police Donation	1,025.85						1,025.85
15125	Stormwater	322,396.84						322,396.84
15130	Paving	0.00						0.00
Redevelopment Trust Fund-20000								
15100	Redevelopment	56,021.44				100.47	-132.71	55,989.20
	Unrestricted	-750.00						-750.00
General CIP/Infrastructure- 30000								
15112	Infrastructure	306,524.06				557.17	24,355.91	331,437.14
	Unrestricted	0.00						0.00
Utility Fund - 40000								
15100	Unrestricted	-746,978.60				-131.59	18,576.34	-728,533.85
	Restricted							
15107	SRF Debt Service	68,834.23						68,834.23
15115	Sewer Impact	16,422.56						16,422.56
15116	Water Impact	589,331.20						589,331.20
15135	Sewer Lines Construction Loan	-4,216.75				-7.66		-4,224.41
Fire Pension - 60000								
15103	Restricted	74,637.78				135.67	-91.73	74,681.72
Recreation Fund - 62000								
15104	Unrestricted	-6,623.42				-12.04	1,842.00	-4,793.46
	Restricted							
15131	5K	0.00						0.00
		0.00						0.00
Total Funds		5,955,096.74				10,824.67		5,465,921.41
Statement								
Account 151321		5,955,096.74		500,000.00		10,824.67		5,465,921.41
Unrealized Gain								
Total Statements		5,955,096.74					0.00	5,465,921.41

0.00

SUMMARY OF
CASH ACCOUNTS
BY FUNDS

AS OF: 31-Jul-2018

	SBOA Investments	USB	Citizens	CDs	Edward Jones	Total	Total Fund
General Fund	\$ 5,067,527	\$ 431,742	\$ -	\$ 200,000	Citizens	\$ 5,699,269	\$ 5,774,155 GF
Police/Fire Fee		\$ 70,510				\$ 70,510	
Payroll		\$ 4,375				\$ 4,375	
Redevelopment	\$ 55,239			\$ 100,000	Citizens	\$ 155,239	\$ 155,239 Redevp
Capital Projects	\$ 331,437			\$ 100,000	Citizens	\$ 431,437	\$ 431,437 CIP
Utility Fund	\$ (58,170)					\$ (58,170)	\$ 96,470 Utility
						\$ -	
Utility Deposit		\$ 154,641				\$ 154,641	
Municipal FF	\$ 74,682				\$ 489,828	\$ 564,509	\$ 564,509 FF Pension
Recreation	\$ (4,793)					\$ (4,793)	\$ (4,793) Rec
Total Funds	\$ 5,465,921	\$ 661,268	\$ -	\$ 400,000		\$ 7,017,017	\$ 7,017,017

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							

01001 GENERAL FUND REVENUES							

31 TAXES							

31110 AD VALOREM TAXES	-1,864,073	.00	-1,864,073.00	-1,884,015.56	.00	19,942.56	101.1%
31120 DELINQUENT AD VALOREM TAX	-838	.00	-838.00	-559.28	.00	-278.72	66.7%
31230 LOCAL OPTION FUEL TAX	-90,050	.00	-90,050.00	-67,355.66	.00	-22,694.34	74.8%
31251 FIRE INS PREM TAX PENSION	-16,900	.00	-16,900.00	.00	.00	-16,900.00	.0%
31310 ELECTRIC FRANCHISE FEE	-410,169	-6,862.00	-417,031.00	-377,112.89	.00	-39,918.11	90.4%
31340 GAS FRANCHISE FEE	-19,368	.00	-19,368.00	-15,115.96	.00	-4,252.04	78.0%
31390 GARBAGE FRANCHISE FEE	-72,000	.00	-72,000.00	-81,244.11	.00	9,244.11	112.8%
31410 ELECTRIC UTILITY TAX	-482,832	.00	-482,832.00	-418,952.24	.00	-63,879.76	86.8%
31421 COMMUNICATIONS SERVICE TAX	-210,238	10,000.00	-200,238.00	-152,951.58	.00	-47,286.42	76.4%
31430 WATER UTILITY TAX	-61,440	-68,000.00	-129,440.00	-171,188.27	.00	41,748.27	132.3%
31440 GAS UTILITY TAX	-20,149	.00	-20,149.00	-16,542.92	.00	-3,606.08	82.1%
31480 PROPANE UTILITY TAX	0	.00	.00	-634.27	.00	634.27	100.0%
TOTAL TAXES	-3,248,057	-64,862.00	-3,312,919.00	-3,185,672.74	.00	-127,246.26	96.2%

32 LICENSES & PERMITS							

32100 CITY BUSINESS RECEIPT TAX	-23,157	.00	-23,157.00	-23,101.76	.00	-55.24	99.8%
32110 DEL CITY OCCUPATIONAL LIC	-41	.00	-41.00	-38.28	.00	-2.72	93.4%
32200 BUILDING PERMIT A	-639,000	168,000.00	-471,000.00	-499,504.89	.00	28,504.89	106.1%
32201 BUILDING PERMIT B	-11,669	5,000.00	-6,669.00	-37,419.59	.00	30,750.59	561.1%
32305 CLEARING/TREE REMOVAL PERM	0	.00	.00	-948.88	.00	948.88	100.0%
32902 CEMETERY PERMITS	-220	.00	-220.00	-45.00	.00	-175.00	20.5%
TOTAL LICENSES & PERMITS	-674,087	173,000.00	-501,087.00	-561,058.40	.00	59,971.40	112.0%

33 INTERGOVERN. REVENUE							

33439 GRANT-FLORIDA FOREST SERVI	0	-2,511.00	-2,511.00	-2,511.00	.00	.00	100.0%
33475 GARDENIA PARK GRANT FRDAP	0	-100,000.00	-100,000.00	.00	.00	-100,000.00	.0%
33512 STATE REVENUE SHARING	-124,585	.00	-124,585.00	-105,182.91	.00	-19,402.09	84.4%
33514 MOBILE HOME LICENSES	-11,617	.00	-11,617.00	-11,617.53	.00	.53	100.0%
33515 ALCOHOLIC BEV LICENSE	-1,863	.00	-1,863.00	-2,391.27	.00	528.27	128.4%

Michelle will be requesting reimbursement soon

5000

FOR 2018 10

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
33518	LOCAL GOVT 1/2C SALES TAX	-250,633	.00	-250,633.00	-201,400.38	.00	-49,232.62	80.4%
33770	COUNTY LIBRARY APPROPRIAT	-72,123	.00	-72,123.00	-66,102.63	.00	-6,020.37	91.7%
33773	LAKE CO SOCCER FLD REC GRA	0	-100,000.00	-100,000.00	-50,000.00	.00	-50,000.00	50.0%
33776	LAKE COUNTY LIBRARY GRANT	-793,139	-502,030.00	-1,295,169.00	.00	.00	-1,295,169.00	.0%
33820	COUNTY BUSINESS TAX RECEIP	-5,483	2,500.00	-2,983.00	-2,094.73	.00	-888.27	70.2%
33830	COUNTY ONE CENT GAS TAX	-36,753	.00	-36,753.00	-28,264.53	.00	-8,488.47	76.9%
TOTAL INTERGOVERN. REVENUE		-1,296,196	-702,041.00	-1,998,237.00	-469,564.98	.00	-1,528,672.02	23.5%
34 CHARGES FOR SERVICES								
33548	FDOT TRAFFIC SIGNAL MAINT	-6,080	.00	-6,080.00	-6,432.00	.00	352.00	105.8%
34120	ZONING FEES	-13,000	.00	-13,000.00	-8,230.00	.00	-4,770.00	63.3%
34122	ANNEXATION FEES	-267	.00	-267.00	-200.00	.00	-67.00	74.9%
34125	COMPREHENSIVE PLAN	-367	.00	-367.00	.00	.00	-367.00	.0%
34127	PUD REVIEW	0	.00	.00	-300.00	.00	300.00	100.0%
34130	LAND DEVPMT PROCEDURE	0	.00	.00	-1,250.00	.00	1,250.00	100.0%
34131	SITE (PROPERTY) PLAN FEE	-1,280	.00	-1,280.00	-2,400.00	.00	1,120.00	187.5%
34132	PLAN (STRUCTURE) REVIEW FE	-8,163	.00	-8,163.00	-7,992.03	.00	-170.97	97.9%
34140	COPYING / CERTIFICATION	-1,743	.00	-1,743.00	-1,590.70	.00	-152.30	91.3%
34220	FIRE INSPECTION FEES	-8,241	.00	-8,241.00	-8,294.79	.00	53.79	100.7%
34222	FIRE ASSESSMENT FP	-606,900	202,143.00	-404,757.00	-424,680.06	.00	19,923.06	104.9%
34223	FIRE ASSESSMENT VILLAGE	0	-205,143.00	-205,143.00	-211,264.92	.00	6,121.92	103.0%
34335	OTHER REVENUES	-18,644	-10,000.00	-28,644.00	-26,563.14	.00	-2,080.86	92.7%
34340	SOLID WASTE COLLECTION	-216,000	.00	-216,000.00	-180,293.50	.00	-35,706.50	83.5%
34341	SOLID WASTE DISPOSAL	-192,000	.00	-192,000.00	-163,307.23	.00	-28,692.77	85.1%
34342	YARDWASTE COLLECTION	-31,200	.00	-31,200.00	-27,611.88	.00	-3,588.12	88.5%
34343	YARDWASTE DISPOSAL	-11,400	.00	-11,400.00	-10,047.93	.00	-1,352.07	88.1%
34344	RECYCLE	-42,000	.00	-42,000.00	-36,971.38	.00	-5,028.62	88.0%
34345	ADMIN FEE-GARBAGE BILLING	-55,200	.00	-55,200.00	-49,058.52	.00	-6,141.48	88.9%
34346	ADM. FEE-IMPACT FEE	-3,440	.00	-3,440.00	-5,700.00	.00	2,260.00	165.7%
34391	STORMWATER FEE	-45,600	.00	-45,600.00	-39,974.00	.00	-5,626.00	87.7%
34393	REG ABANDONED PROPERTY	-5,841	.00	-5,841.00	-3,500.00	.00	-2,341.00	59.9%
34712	LIBRARY FEE OUT/COUNTY	-125	.00	-125.00	-270.00	.00	145.00	216.0%
34715	HOME TOWN CHRISTMAS PROCEE	0	.00	.00	-20.00	.00	20.00	100.0%
34717	FP DAY PROCEEDS	-1,828	.00	-1,828.00	-2,182.00	.00	354.00	119.4%
34718	FRUITLAND PARK DAY SPONSOR	0	.00	.00	-20.00	.00	20.00	100.0%
34719	CONCESSIONS	-2,326	.00	-2,326.00	-2,391.56	.00	65.56	102.8%
34720	POOL FEES	-8,929	.00	-8,929.00	-11,037.54	.00	2,108.54	123.6%
34721	RECREATION FEES	-5	.00	-5.00	-124.50	.00	119.50	2490.0%
34725	POOL SWIM PROG/LESSONS	-4,847	.00	-4,847.00	-6,473.00	.00	1,626.00	133.5%
34755	RENT RECREATION FACILITY	-1,099	.00	-1,099.00	-1,145.00	.00	46.00	104.2%

*2nd request
5/26/18
489K requested*

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
34900 LIEN SEARCH FEE	-3,536	.00	-3,536.00	-4,120.00	.00	584.00	116.5%
TOTAL CHARGES FOR SERVICES	-1,290,061	-13,000.00	-1,303,061.00	-1,243,445.68	.00	-59,615.32	95.4%
35 FINES & FORFEITURES							
35110 TRAFFIC COURT FINES & FORF	-13,065	.00	-13,065.00	-11,412.85	.00	-1,652.15	87.4%
35130 POLICE EDUCATION FUND 2ND	-1,393	.00	-1,393.00	-1,631.53	.00	238.53	117.1%
35200 LIBRARY FINES	-2,267	.00	-2,267.00	-1,901.14	.00	-365.86	83.9%
35900 FINES & FORFEITURES-COUNTY	-1,049	1,000.00	-49.00	-28.00	.00	-21.00	57.1%
TOTAL FINES & FORFEITURES	-17,774	1,000.00	-16,774.00	-14,973.52	.00	-1,800.48	89.3%
36 MISC. REVENUE							
36120 INTEREST EARNED	-4,967	-50,000.00	-54,967.00	-65,347.64	.00	10,380.64	118.9%
36132 INTEREST ON AD VALOREM	-2,643	.00	-2,643.00	-2,484.07	.00	-158.93	94.0%
36201 STATE LIBRARY ERATE REFUND	-10,691	.00	-10,691.00	-8,442.00	.00	-2,249.00	79.0%
36322 POLICE IMPACT FEE	-102,828	58,000.00	-44,828.00	-44,162.07	.00	-665.93	98.5%
36323 FIRE IMPACT FEE	-142,626	71,000.00	-71,626.00	-71,391.31	.00	-234.69	99.7%
36410 CEMETERY LOT SALES	-17,615	.00	-17,615.00	-1,445.00	.00	-16,170.00	8.2%
36441 SALE OF SURPLUS EQUIPMENT	-1,575	-1,017.00	-2,592.00	-1,314.74	.00	-1,277.26	50.7%
36442 INSURANCE CLAIM PROCEEDS	0	-23,456.00	-23,456.00	-27,944.97	.00	4,488.97	119.1%
36602 PD DONATIONS	0	-6,800.00	-6,800.00	-6,835.00	.00	35.00	100.5%
36605 LIBRARY GRANT STATE	-400,000	-100,000.00	-500,000.00	-100,000.00	.00	-400,000.00	20.0%
36940 REIMBURSEMENT FOR SERVICE	0	.00	.00	-325.00	.00	325.00	100.0%
36942 RESTITUTION	-209	.00	-209.00	-145.23	.00	-63.77	69.5%
36943 REIMB MAILING SURROUNDING	0	.00	.00	-673.61	.00	673.61	100.0%
36944 COST OF CONVICTION - PD	-4,195	.00	-4,195.00	-3,776.95	.00	-418.05	90.0%
36946 REIMBURSEMENT MISC B&Z	-34,177	30,000.00	-4,177.00	-1,919.50	.00	-2,257.50	46.0%
36947 REIMB PLANNING FEES	-6,335	.00	-6,335.00	-10,450.79	.00	4,115.79	165.0%
36948 REIMB ENGINEERING FEES	-53,417	40,000.00	-13,417.00	-5,845.00	.00	-7,572.00	43.6%
36990 MISC REVENUE	-3,690	3,000.00	-690.00	-8,971.01	.00	8,281.01	1300.1%
36991 MISC REVENUE - PD	-1,131	.00	-1,131.00	-438.35	.00	-692.65	38.8%
36993 FUEL TAX REFUNDS	-3,342	.00	-3,342.00	-3,631.21	.00	289.21	108.7%
TOTAL MISC. REVENUE	-789,441	20,727.00	-768,714.00	-365,543.45	.00	-403,170.55	47.6%

waiting for next look

38 NON REVENUES

08/06/2018 12:20
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

JULY 31, 2018

P 4
glytdbud

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
38001 XFER IN FUND BALANCE IRMA	0	-355,000.00	-355,000.00	.00	.00	-355,000.00	.0%
38006 XFER IN IMPACT FEES LIB	-90,000	-123,415.00	-213,415.00	.00	.00	-213,415.00	.0%
38009 XFER IN STORMWATER FBAL LIB	-100,000	-320,360.00	-420,360.00	.00	.00	-420,360.00	.0%
38012 XFER IN BUILDING (PERMIT F	0	-190,650.00	-190,650.00	.00	.00	-190,650.00	.0%
38150 XFER IN REDEVELOPMENT	-37,470	.00	-37,470.00	-28,103.25	.00	-9,366.75	75.0%
38200 XFER IN WATER DEPT	-60,000	.00	-60,000.00	-50,000.00	.00	-10,000.00	83.3%
38250 XFER IN RECREATION FUND	-32,245	.00	-32,245.00	-14,141.25	.00	-18,103.75	43.9%
38300 XFER IN CAPITAL PROJECT LIB	0	-258,880.00	-258,880.00	-258,880.00	.00	.00	100.0%
TOTAL NON REVENUES	-319,715	-1,248,305.00	-1,568,020.00	-351,124.50	.00	-1,216,895.50	22.4%
TOTAL GENERAL FUND REVENUES	-7,635,331	-1,833,481.00	-9,468,812.00	-6,191,383.27	.00	-3,277,428.73	65.4%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01511 LEGISLATIVE	-----						
10 PERSONAL SERVICES	-----						
10130 STIPENDS-COMMISSION	31,800	.00	31,800.00	26,500.00	.00	5,300.00	83.3%
10131 STIPENDS-P&Z	4,020	.00	4,020.00	3,015.00	.00	1,005.00	75.0%
10210 FICA	2,742	.00	2,742.00	2,257.97	.00	484.03	82.3%
10233 LIFE INSURANCE	991	.00	991.20	920.81	.00	70.39	92.9%
10240 WORKERS COMPENSATION	102	-58.00	44.00	43.08	.00	.92	97.9%
TOTAL PERSONAL SERVICES	39,655	-58.00	39,597.20	32,736.86	.00	6,860.34	82.7%
30 OPERATING EXPENSES	-----						
30340 CONTRACTUAL SERVICES	5,725	-1,000.00	4,725.00	3,838.40	.00	886.60	81.2%
30400 TRAVEL/PER DIEM	5,000	.00	5,000.00	462.00	.00	4,538.00	9.2%
30410 COMMUNICATIONS	2,244	.00	2,244.00	1,623.15	.00	620.85	72.3%
30420 POSTAGE	50	.00	50.00	.00	.00	50.00	.0%
30450 INSURANCE	2,955	.00	2,955.00	2,231.76	.00	723.24	75.5%
30463 EQUIPMENT REPAIRS/MAINT	200	.00	200.00	.00	.00	200.00	.0%
30470 PRINTING & COPYING	200	.00	200.00	.00	.00	200.00	.0%
30490 MISC EXPENSE	3,000	-771.00	2,229.00	.00	.00	2,229.00	.0%
30510 OFFICE SUPPLIES	300	.00	300.00	418.40	.00	-118.40	139.5%
30511 RECORDING TAPES	20	.00	20.00	.00	.00	20.00	.0%
30520 SUPPLIES	3,710	.00	3,710.00	.00	.00	3,710.00	.0%
30542 TRAINING & EDUCATION	2,600	.00	2,600.00	13.00	.00	2,587.00	.5%
30544 MEMBERSHIPS	980	.00	980.00	1,204.59	.00	-224.59	122.9%
TOTAL OPERATING EXPENSES	26,984	-1,771.00	25,213.00	9,791.30	.00	15,421.70	38.8%
TOTAL LEGISLATIVE	66,639	-1,829.00	64,810.20	42,528.16	.00	22,282.04	65.6%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01512 EXECUTIVE	-----						
10 PERSONAL SERVICES	-----						
10110 SALARY	120,178	.00	120,177.93	139,491.56	.00	-19,313.63	116.1%
10111 BONUS	2,017	.00	2,017.00	1,936.80	.00	80.20	96.0%
10120 WAGES	103,341	.00	103,341.20	36,505.01	.00	66,836.19	35.3%
10121 BONUS	1,192	.00	1,192.00	308.96	.00	883.04	25.9%
10140 OVERTIME	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
10158 VEHICLE ALLOWANCE	6,000	.00	6,000.00	5,000.00	.00	1,000.00	83.3%
10210 FICA	18,707	.00	18,706.70	12,816.56	.00	5,890.14	68.5%
10220 RETIREMENT	13,804	.00	13,803.50	11,418.71	.00	2,384.79	82.7%
10230 HOSPITALIZATION	30,111	.00	30,110.50	22,633.95	.00	7,476.55	75.2%
10233 LIFE INSURANCE	347	.00	346.92	564.61	.00	-217.69	162.7%
10236 DENTAL INSURANCE	784	.00	784.00	624.44	.00	159.56	79.6%
10240 WORKERS COMPENSATION	655	-377.00	278.00	276.61	.00	1.39	99.5%
TOTAL PERSONAL SERVICES	298,135	-377.00	297,757.75	231,577.21	.00	66,180.54	77.8%

30 OPERATING EXPENSES	-----						
30340 CONTRACTUAL SERVICES	14,700	.00	14,700.00	19,869.40	.00	-5,169.40	135.2%
30400 TRAVEL/PER DIEM	3,000	.00	3,000.00	3,194.00	.00	-194.00	106.5%
30410 COMMUNICATIONS	1,104	.00	1,104.00	797.54	.00	306.46	72.2%
30420 POSTAGE	500	.00	500.00	589.75	.00	-89.75	118.0%
30450 INSURANCE	9,996	.00	9,996.00	7,549.41	.00	2,446.59	75.5%
30463 EQUIPMENT REPAIRS/MAINT	75	.00	75.00	.00	.00	75.00	.0%
30470 PRINTING & COPYING	2,900	-1,034.00	1,866.00	37.76	.00	1,828.24	2.0%
30510 OFFICE SUPPLIES	1,500	.00	1,500.00	2,191.58	.00	-691.58	146.1%
30540 PROFESSIONAL BOOKS	20,350	-9,510.00	10,840.00	10,935.05	.00	-95.05	100.9%
30541 SUBSCRIPTIONS	215	.00	215.00	294.18	.00	-79.18	136.8%
30542 TRAINING & EDUCATION	3,900	.00	3,900.00	5,114.22	.00	-1,214.22	131.1%
30544 MEMBERSHIPS	1,665	.00	1,665.00	1,538.00	.00	127.00	92.4%
TOTAL OPERATING EXPENSES	59,905	-10,544.00	49,361.00	52,110.89	.00	-2,749.89	105.6%

60 CAPITAL OUTLAY	-----						

08/06/2018 12:20
808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

JULY 31, 2018

P 7
glytdbud

FOR 2018 10

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640	EQUIPMENT PURCHASES	0	1,034.00	1,034.00	1,039.99	.00	-5.99	100.6%
	TOTAL CAPITAL OUTLAY	0	1,034.00	1,034.00	1,039.99	.00	-5.99	100.6%
	TOTAL EXECUTIVE	358,040	-9,887.00	348,152.75	284,728.09	.00	63,424.66	81.8%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01513 FINANCE DEPARTMENT							

10 PERSONAL SERVICES							

10110 SALARY	116,646	.00	116,645.77	92,888.00	.00	23,757.77	79.6%
10111 BONUS	1,346	.00	1,346.00	1,345.92	.00	.08	100.0%
10120 WAGES	35,521	.00	35,520.99	28,920.79	.00	6,600.20	81.4%
10121 BONUS	410	.00	410.00	136.64	.00	273.36	33.3%
10140 OVERTIME	4,000	.00	4,000.00	.00	.00	4,000.00	.0%
10210 FICA	12,870	.00	12,870.00	9,311.82	.00	3,558.18	72.4%
10220 RETIREMENT	10,323	.00	10,323.00	7,821.90	.00	2,501.10	75.8%
10230 HOSPITALIZATION	25,809	.00	25,809.00	22,558.53	.00	3,250.47	87.4%
10233 LIFE INSURANCE	297	.00	297.36	276.27	.00	21.09	92.9%
10236 DENTAL INSURANCE	672	.00	672.00	559.20	.00	112.80	83.2%
10240 WORKERS COMPENSATION	454	-260.00	194.00	191.73	.00	2.27	98.8%
TOTAL PERSONAL SERVICES	208,348	-260.00	208,088.12	164,010.80	.00	44,077.32	78.8%
30 OPERATING EXPENSES							

30320 AUDIT FEES	13,250	.00	13,250.00	10,500.00	.00	2,750.00	79.2%
30400 TRAVEL/PER DIEM	5,070	-3,000.00	2,070.00	1,188.95	.00	881.05	57.4%
30410 COMMUNICATIONS	480	-480.00	.00	.00	.00	.00	.0%
30420 POSTAGE	1,200	.00	1,200.00	1,254.71	.00	-54.71	104.6%
30450 INSURANCE	8,627	.00	8,627.00	6,515.49	.00	2,111.51	75.5%
30463 EQUIPMENT REPAIRS/MAINT	750	.00	750.00	.00	.00	750.00	.0%
30465 SERVICE CONTRACTS	6,000	.00	6,000.00	1,715.95	.00	4,284.05	28.6%
30470 PRINTING & COPYING	1,985	-350.00	1,635.00	1,653.40	.00	-18.40	101.1%
30490 MISC EXPENSE	813	.00	813.00	.00	.00	813.00	.0%
30510 OFFICE SUPPLIES	4,100	-800.00	3,300.00	1,722.85	.00	1,577.15	52.2%
30520 SUPPLIES	2,000	-800.00	1,200.00	789.98	.00	410.02	65.8%
30540 PROFESSIONAL BOOKS	160	-160.00	.00	.00	.00	.00	.0%
30542 TRAINING & EDUCATION	1,940	-1,190.00	750.00	.00	.00	750.00	.0%
30544 MEMBERSHIPS	265	.00	265.00	13.00	.00	252.00	4.9%
TOTAL OPERATING EXPENSES	46,640	-6,780.00	39,860.00	25,354.33	.00	14,505.67	63.6%
90 NON-OPERATING							

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90990 CONTINGENCY FUND	50,000	.00	50,000.00	.00	45K Lib .00	50,000.00	.0%
TOTAL NON-OPERATING	50,000	.00	50,000.00	.00	Furniture .00	50,000.00	.0%
TOTAL FINANCE DEPARTMENT	304,988	-7,040.00	297,948.12	189,365.13	Deposit .00	108,582.99	63.6%

JULY 31, 2018

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01514 LEGAL COUNSEL	-----						
30 OPERATING EXPENSES	-----						
30310 LEGAL FEES	72,000	-2,191.00	69,809.00	57,475.54	.00	12,333.46	82.3%
30492 LEGAL ADVERTISING	10,000	.00	10,000.00	10,034.81	.00	-34.81	100.3%
30497 RECORDING/FILING FEES	400	.00	400.00	413.09	.00	-13.09	103.3%
30498 INS RPR/CLAIM/SETTLEMT	0	45,000.00	45,000.00	45,000.00	.00	.00	100.0%
TOTAL OPERATING EXPENSES	82,400	42,809.00	125,209.00	112,923.44	.00	12,285.56	90.2%
TOTAL LEGAL COUNSEL	82,400	42,809.00	125,209.00	112,923.44	.00	12,285.56	90.2%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01519 OTHER GEN GOVT SERVICES	-----						

10 PERSONAL SERVICES	-----						

10120 WAGES	24,980	-24,000.00	980.38	276.00	.00	704.38	28.2%
10121 BONUS	288	.00	288.00	.00	.00	288.00	.0%
10140 OVERTIME	500	.00	500.00	.00	.00	500.00	.0%
10210 FICA	2,125	-2,103.00	22.00	21.11	.00	.89	96.0%
10220 RETIREMENT	2,018	-2,000.00	18.00	.00	.00	18.00	.0%
10230 HOSPITALIZATION	8,603	-7,886.00	717.00	716.91	.00	.09	100.0%
10233 LIFE INSURANCE	99	-90.00	9.12	9.00	.00	.12	98.7%
10236 DENTAL INSURANCE	224	-205.00	19.00	18.64	.00	.36	98.1%
10240 WORKERS COMPENSATION	1,502	-1,183.00	319.00	476.96	.00	-157.96	149.5%
10250 UNEMPLOYMENT COMPENSATION	6,000	5,000.00	11,000.00	3,072.00	.00	7,928.00	27.9%
TOTAL PERSONAL SERVICES	46,340	-32,467.00	13,872.50	4,590.62	.00	9,281.88	33.1%

30 OPERATING EXPENSES	-----						

30313 PROFESSIONAL FEES	6,450	.00	6,450.00	7,560.13	.00	-1,110.13	117.2%
30340 CONTRACTUAL SERVICES	12,000	30,000.00	42,000.00	38,391.13	9,669.35	-6,060.48	114.4%
30344 BANK FEES/SERVICE CHARGES	600	.00	600.00	49.80	.00	550.20	8.3%
30410 COMMUNICATIONS	17,680	.00	17,680.00	12,324.01	.00	5,355.99	69.7%
30420 POSTAGE	50	.00	50.00	.00	.00	50.00	.0%
30430 ELECTRIC	26,400	-3,000.00	23,400.00	17,163.68	.00	6,236.32	73.3%
30431 WATER	8,160	.00	8,160.00	7,324.09	.00	835.91	89.8%
30440 RENTAL OF EQUIPMENT	3,660	.00	3,660.00	3,688.41	.00	-28.41	100.8%
30450 INSURANCE	28,165	.00	28,165.00	21,271.44	.00	6,893.56	75.5%
30462 VEHICLE REPAIRS/MAINT	1,000	-1,000.00	.00	.00	.00	.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	1,224	.00	1,224.00	660.81	.00	563.19	54.0%
30464 FACILITIES REPAIRS/MAINT	45,000	-3,129.00	41,871.00	17,655.49	.00	24,215.51	42.2%
30470 PRINTING & COPYING	500	.00	500.00	613.99	.00	-113.99	122.8%
30480 ADVERTISING	1,800	.00	1,800.00	700.87	.00	1,099.13	38.9%
30481 GOODWILL	13,200	.00	13,200.00	13,323.93	.00	-123.93	100.9%
30491 REDEVELOPMENT TAXES	96,713	.00	96,713.34	96,745.00	.00	-31.66	100.0%
30510 OFFICE SUPPLIES	2,800	.00	2,800.00	3,513.79	.00	-713.79	125.5%
30520 SUPPLIES	10,500	1,545.00	12,045.00	4,431.81	.00	7,613.19	36.8%
30521 UNIFORMS	545	-545.00	.00	.00	.00	.00	.0%
30522 FUEL	500	.00	500.00	46.05	.00	453.95	9.2%
TOTAL OPERATING EXPENSES	276,947	23,871.00	300,818.34	245,464.43	9,669.35	45,684.56	84.8%
TOTAL OTHER GEN GOVT SERVICES	323,287	-8,596.00	314,690.84	250,055.05	9,669.35	54,966.44	82.5%

FOR 2018 10

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01521 LAW ENFORCEMENT								

10 PERSONAL SERVICES								

10110	SALARY	147,999	.00	147,999.00	119,011.72	.00	28,987.28	80.4%
10111	BONUS	1,708	.00	1,707.68	1,707.60	.00	.08	100.0%
10120	WAGES	691,509	13,104.00	704,613.48	564,703.67	.00	139,909.81	80.1%
10121	BONUS	8,072	.00	8,072.00	6,101.13	.00	1,970.87	75.6%
10122	SCHOOL CROSSING WAGES	27,938	.00	27,938.40	21,707.26	.00	6,231.14	77.7%
10135	RESERVE OTHER WAGES	30,000	-18,000.00	12,000.00	5,155.70	.00	6,844.30	43.0%
10140	OVERTIME	35,000	.00	35,000.00	37,556.27	.00	-2,556.27	107.3%
10150	INCENTIVE PAY	25,920	-10,000.00	15,920.00	12,156.46	.00	3,763.54	76.4%
10151	HOLIDAY PAY	46,154	1,320.00	47,474.33	37,072.77	.00	10,401.56	78.1%
10155	UNIFORM ALLOWANCE	9,000	125.00	9,125.00	7,125.00	.00	2,000.00	78.1%
10210	FICA	94,816	-1,485.00	93,331.00	58,896.37	.00	34,434.63	63.1%
10220	RETIREMENT	216,088	8,541.00	224,629.00	186,238.00	.00	38,391.00	82.9%
10230	HOSPITALIZATION	163,457	2,868.00	166,325.00	136,084.65	.00	30,240.35	81.8%
10233	LIFE INSURANCE	1,883	33.00	1,916.28	2,041.50	.00	-125.22	106.5%
10236	DENTAL INSURANCE	4,256	75.00	4,331.00	3,571.26	.00	759.74	82.5%
10240	WORKERS COMPENSATION	50,159	-27,863.00	22,296.00	21,339.03	.00	956.97	95.7%
TOTAL PERSONAL SERVICES		1,553,960	-31,282.00	1,522,678.17	1,220,468.39	.00	302,209.78	80.2%

30 OPERATING EXPENSES								

30313	PROFESSIONAL FEES	9,200	.00	9,200.00	4,977.11	.00	4,222.89	54.1%
30340	CONTRACTUAL SERVICES	14,800	-2,500.00	12,300.00	15,089.48	.00	-2,789.48	122.7%
30400	TRAVEL/PER DIEM	13,600	.00	13,600.00	3,541.98	.00	10,058.02	26.0%
30410	COMMUNICATIONS	17,771	.00	17,771.00	11,985.57	.00	5,785.43	67.4%
30420	POSTAGE	450	.00	450.00	307.86	.00	142.14	68.4%
30440	RENTAL OF EQUIPMENT	1,620	.00	1,620.00	1,200.34	.00	419.66	74.1%
30443	LEASE PAYMENT	100	.00	100.00	.00	.00	100.00	.0%
30450	INSURANCE	66,022	.00	66,022.00	49,862.73	.00	16,159.27	75.5%
30461	RADIO REPAIRS/MAINT	8,040	.00	8,040.00	5,765.74	.00	2,274.26	71.7%
30462	VEHICLE REPAIRS/MAINT	17,500	.00	17,500.00	16,545.73	.00	954.27	94.5%
30463	EQUIPMENT REPAIRS/MAINT	9,960	-2,000.00	7,960.00	4,609.22	.00	3,350.78	57.9%
30464	FACILITIES REPAIRS/MAINT	500	.00	500.00	36.06	.00	463.94	7.2%
30465	SERVICE CONTRACTS	900	.00	900.00	596.69	.00	303.31	66.3%
30470	PRINTING & COPYING	1,500	.00	1,500.00	1,045.54	.00	454.46	69.7%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30482 PD DONATIONS EXPENSE	0	6,800.00	6,800.00	6,636.00	.00	164.00	97.6%
30510 OFFICE SUPPLIES	3,000	.00	3,000.00	1,401.13	.00	1,598.87	46.7%
30520 SUPPLIES	6,900	.00	6,900.00	4,759.83	.00	2,140.17	69.0%
30521 UNIFORMS	13,000	-4,406.00	8,594.00	6,972.95	70.00	1,551.05	82.0%
30522 FUEL	50,000	-5,000.00	45,000.00	46,570.09	.00	-1,570.09	103.5%
30524 PROMOTIONAL	3,500	.00	3,500.00	983.74	.00	2,516.26	28.1%
30540 PROFESSIONAL BOOKS	700	.00	700.00	511.69	.00	188.31	73.1%
30542 TRAINING & EDUCATION	0	6,000.00	6,000.00	6,134.72	.00	-134.72	102.2%
30543 2ND DOLLAR TNG/POLICE ED F	6,800	-6,000.00	800.00	978.56	.00	-178.56	122.3%
30544 MEMBERSHIPS	515	.00	515.00	423.75	.00	91.25	82.3%
30545 TUITION REIMBURSEMENT	0	6,000.00	6,000.00	6,268.14	.00	-268.14	104.5%
TOTAL OPERATING EXPENSES	246,378	-1,106.00	245,272.00	197,204.65	70.00	47,997.35	80.4%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	3,600	-2,197.00	1,403.00	1,402.99	.00	.01	100.0%
60643 EQUIP PURCH NONREPAIRABLE	1,000	-1,000.00	.00	.00	.00	.00	.0%
60649 EQUIPMENT - VEHICLES	90,000	.00	90,000.00	87,600.44	.00	2,399.56	97.3%
TOTAL CAPITAL OUTLAY	94,600	-3,197.00	91,403.00	89,003.43	.00	2,399.57	97.4%
90 NON-OPERATING							
90990 CONTINGENCY FUND	500	.00	500.00	40.00	.00	460.00	8.0%
TOTAL NON-OPERATING	500	.00	500.00	40.00	.00	460.00	8.0%
TOTAL LAW ENFORCEMENT	1,895,438	-35,585.00	1,859,853.17	1,506,716.47	70.00	353,066.70	81.0%

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01522 FIRE CONTROL							

10 PERSONAL SERVICES							

10120 WAGES	131,400	.00	131,400.00	145,292.28	.00	-13,892.28	110.6%
10121 BONUS	2,500	.00	2,500.00	1,700.00	.00	800.00	68.0%
10132 STIPENDS- FIREFIGHTERS	87,901	.00	87,901.24	17,057.36	.00	70,843.88	19.4%
10210 FICA	16,973	.00	16,973.00	12,549.40	.00	4,423.60	73.9%
10220 RETIREMENT	4,396	.00	4,396.00	852.86	.00	3,543.14	19.4%
10225 STATE FF RETIREMENT CONTRI	16,901	.00	16,901.00	.00	.00	16,901.00	.0%
10233 LIFE INSURANCE	2,478	.00	2,478.00	-4.51	.00	2,482.51	-.2%
10240 WORKERS COMPENSATION	13,260	-7,660.00	5,600.00	5,599.59	.00	.41	100.0%
TOTAL PERSONAL SERVICES	275,809	-7,660.00	268,149.24	183,046.98	.00	85,102.26	68.3%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	5,644	.00	5,643.75	1,495.00	.00	4,148.75	26.5%
30340 CONTRACTUAL SERVICES	5,060	.00	5,060.00	4,512.16	.00	547.84	89.2%
30345 CONTRACTUAL VILLAGES	201,771	103,500.00	305,271.00	252,959.54	.00	52,311.46	82.9%
30400 TRAVEL/PER DIEM	260	.00	260.00	178.20	.00	81.80	68.5%
30410 COMMUNICATIONS	6,534	.00	6,534.00	7,308.41	.00	-774.41	111.9%
30420 POSTAGE	263	.00	262.50	148.19	.00	114.31	56.5%
30430 ELECTRIC	9,891	.00	9,891.00	6,006.97	.00	3,884.03	60.7%
30431 WATER	1,386	.00	1,386.00	767.20	.00	618.80	55.4%
30440 RENTAL OF EQUIPMENT	1,700	.00	1,700.00	.00	.00	1,700.00	.0%
30450 INSURANCE	27,307	.00	27,307.00	23,636.44	.00	3,670.56	86.6%
30461 RADIO REPAIRS/MAINT	17,510	.00	17,510.20	5,738.00	.00	11,772.20	32.8%
30462 VEHICLE REPAIRS/MAINT	22,000	-10,000.00	12,000.00	9,376.85	.00	2,623.15	78.1%
30463 EQUIPMENT REPAIRS/MAINT	10,390	.00	10,390.00	519.45	.00	9,870.55	5.0%
30464 FACILITIES REPAIRS/MAINT	3,150	.00	3,150.00	2,190.30	.00	959.70	69.5%
30465 SERVICE CONTRACTS	210	.00	210.00	68.34	.00	141.66	32.5%
30481 GOODWILL	210	.00	210.00	213.35	.00	-3.35	101.6%
30490 MISC EXPENSE	210	.00	210.00	31.57	.00	178.43	15.0%
30510 OFFICE SUPPLIES	4,000	.00	4,000.00	4,485.36	795.00	-1,280.36	132.0%
30520 SUPPLIES	3,800	.00	3,800.00	3,540.27	.00	259.73	93.2%
30521 UNIFORMS	7,825	.00	7,825.00	1,987.07	.00	5,837.93	25.4%
30522 FUEL	9,650	.00	9,650.00	5,619.93	.00	4,030.07	58.2%
30524 PROMOTIONAL	1,300	.00	1,300.00	555.04	.00	744.96	42.7%

JULY 31, 2018

FOR 2018 10

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30526	PROTECTIVE CLOTHING	8,920	2,511.00	11,431.00	9,306.69	.00	2,124.31	81.4%
30540	PROFESSIONAL BOOKS	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30541	SUBSCRIPTIONS	130	.00	130.00	45.00	.00	85.00	34.6%
30542	TRAINING & EDUCATION	10,500	-1,369.00	9,131.00	700.00	.00	8,431.00	7.7%
30544	MEMBERSHIPS	585	.00	585.00	130.00	.00	455.00	22.2%
TOTAL OPERATING EXPENSES		361,205	94,642.00	455,847.45	341,519.33	795.00	113,533.12	75.1%
TOTAL FIRE CONTROL		637,015	86,982.00	723,996.69	524,566.31	795.00	198,635.38	72.6%

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01524 BUILDING & ZONING							

10 PERSONAL SERVICES							

10110 SALARY	69,757	.00	69,756.54	45,493.97	.00	24,262.57	65.2%
10111 BONUS	805	.00	805.00	804.96	.00	.04	100.0%
10120 WAGES	95,726	.00	95,726.15	81,024.76	.00	14,701.39	84.6%
10121 BONUS	882	.00	882.05	1,067.40	.00	-185.35	121.0%
10140 OVERTIME	0	.00	.00	1,014.73	.00	-1,014.73	100.0%
10159 PHONE ALLOWANCE	612	.00	612.00	204.00	.00	408.00	33.3%
10210 FICA	13,425	.00	13,425.38	9,682.67	.00	3,742.71	72.1%
10220 RETIREMENT	8,325	2,224.00	10,549.43	9,722.36	.00	827.07	92.2%
10230 HOSPITALIZATION	25,809	.00	25,809.00	24,029.58	.00	1,779.42	93.1%
10233 LIFE INSURANCE	297	.00	297.36	378.33	.00	-80.97	127.2%
10236 DENTAL INSURANCE	672	.00	672.00	615.12	.00	56.88	91.5%
10240 WORKERS COMPENSATION	480	-276.00	204.00	202.70	.00	1.30	99.4%
TOTAL PERSONAL SERVICES	216,791	1,948.00	218,738.91	174,240.58	.00	44,498.33	79.7%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	12,000	15,000.00	27,000.00	21,177.50	.00	5,822.50	78.4%
30312 PLANNING FEES	30,000	.00	30,000.00	57,968.71	.00	-27,968.71	193.2%
30340 CONTRACTUAL SERVICES	408,847	.00	408,846.80	268,584.58	.00	140,262.22	65.7%
30400 TRAVEL/PER DIEM	800	.00	800.00	582.50	.00	217.50	72.8%
30410 COMMUNICATIONS	0	400.00	400.00	451.99	.00	-51.99	113.0%
30420 POSTAGE	3,000	.00	3,000.00	3,593.24	.00	-593.24	119.8%
30450 INSURANCE	2,402	.00	2,402.00	1,814.10	.00	587.90	75.5%
30463 EQUIPMENT REPAIRS/MAINT	4,380	1,250.00	5,630.00	5,322.23	.00	307.77	94.5%
30470 PRINTING & COPYING	2,500	.00	2,500.00	.00	525.00	1,975.00	21.0%
30510 OFFICE SUPPLIES	1,200	1,000.00	2,200.00	2,940.62	.00	-740.62	133.7%
30520 SUPPLIES	500	.00	500.00	133.51	.00	366.49	26.7%
30522 FUEL	0	.00	.00	42.81	.00	-42.81	100.0%
30540 PROFESSIONAL BOOKS	2,500	.00	2,500.00	195.50	.00	2,304.50	7.8%
30542 TRAINING & EDUCATION	2,000	.00	2,000.00	445.00	.00	1,555.00	22.3%
30544 MEMBERSHIPS	650	.00	650.00	742.00	.00	-92.00	114.2%
TOTAL OPERATING EXPENSES	470,779	17,650.00	488,428.80	363,994.29	525.00	123,909.51	74.6%

60 CAPITAL OUTLAY							

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FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60630 IMPROVEMENTS	12,000	.00	12,000.00	937.48	.00	11,062.52	7.8%
60640 EQUIPMENT PURCHASES	25,000	.00	25,000.00	19,246.03	1,300.00	4,453.97	82.2%
TOTAL CAPITAL OUTLAY	37,000	.00	37,000.00	20,183.51	1,300.00	15,516.49	58.1%
TOTAL BUILDING & ZONING	724,570	19,598.00	744,167.71	558,418.38	1,825.00	183,924.33	75.3%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

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ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01534 SOLID WASTE							

30 OPERATING EXPENSES							

30434 SOLID WASTE COLLECTION	216,000	.00	216,000.00	170,615.69	.00	45,384.31	79.0%
30435 SOLID WASTE DISPOSAL	192,000	.00	192,000.00	146,626.06	.00	45,373.94	76.4%
30436 YARDWASTE COLLECTION	31,200	.00	31,200.00	24,750.73	.00	6,449.27	79.3%
30437 YARDWASTE DISPOSAL	11,400	.00	11,400.00	9,011.70	.00	2,388.30	79.1%
30438 RECYCLE	42,000	-13,097.00	28,903.00	33,135.97	.00	-4,232.97	114.6%
TOTAL OPERATING EXPENSES	492,600	-13,097.00	479,503.00	384,140.15	.00	95,362.85	80.1%
TOTAL SOLID WASTE	492,600	-13,097.00	479,503.00	384,140.15	.00	95,362.85	80.1%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01538 STORMWATER MANAGEMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
30312 PLANNING FEES	500	.00	500.00	.00	.00	500.00	.0%
30340 CONTRACTUAL SERVICES	7,500	.00	7,500.00	5,625.00	.00	1,875.00	75.0%
30400 TRAVEL/PER DIEM	250	.00	250.00	.00	.00	250.00	.0%
30467 SYSTEM REPAIRS	10,000	-3,256.00	6,744.00	.00	.00	6,744.00	.0%
30470 PRINTING & COPYING	200	.00	200.00	.00	.00	200.00	.0%
30480 ADVERTISING	200	.00	200.00	.00	.00	200.00	.0%
30510 OFFICE SUPPLIES	100	.00	100.00	.00	.00	100.00	.0%
30520 SUPPLIES	300	.00	300.00	.00	.00	300.00	.0%
30542 TRAINING & EDUCATION	500	.00	500.00	.00	.00	500.00	.0%
30544 MEMBERSHIPS	425	.00	425.00	.00	.00	425.00	.0%
TOTAL OPERATING EXPENSES	22,475	-3,256.00	19,219.00	5,625.00	.00	13,594.00	29.3%
60 CAPITAL OUTLAY							

60630 IMPROVEMENTS	100,000	.00	100,000.00	.00	.00	100,000.00	.0%
TOTAL CAPITAL OUTLAY	100,000	.00	100,000.00	.00	.00	100,000.00	.0%
TOTAL STORMWATER MANAGEMENT	122,475	-3,256.00	119,219.00	5,625.00	.00	113,594.00	4.7%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01541 ROAD & STREET FACILITIES	-----						
10 PERSONAL SERVICES	-----						
10110 SALARY	33,244	.00	33,243.50	25,869.36	.00	7,374.14	77.8%
10111 BONUS	384	.00	383.50	383.64	.00	-.14	100.0%
10120 WAGES	68,518	.00	68,518.00	37,433.88	.00	31,084.12	54.6%
10121 BONUS	791	.00	791.00	460.80	.00	330.20	58.3%
10140 OVERTIME	4,000	.00	4,000.00	1,153.44	.00	2,846.56	28.8%
10210 FICA	8,628	.00	8,628.00	4,931.60	.00	3,696.40	57.2%
10220 RETIREMENT	5,846	.00	5,846.00	2,901.41	.00	2,944.59	49.6%
10230 HOSPITALIZATION	21,508	.00	21,507.50	6,810.70	.00	14,696.80	31.7%
10233 LIFE INSURANCE	248	.00	247.80	232.20	.00	15.60	93.7%
10236 DENTAL INSURANCE	560	.00	560.00	288.92	.00	271.08	51.6%
10240 WORKERS COMPENSATION	12,322	-7,119.00	5,203.00	5,203.47	.00	-.47	100.0%
TOTAL PERSONAL SERVICES	156,047	-7,119.00	148,928.30	85,669.42	.00	63,258.88	57.5%
30 OPERATING EXPENSES	-----						
30340 CONTRACTUAL SERVICES	10,000	355,000.00	365,000.00	363,522.40	.00	1,477.60	99.6%
30400 TRAVEL/PER DIEM	350	.00	350.00	.00	.00	350.00	.0%
30410 COMMUNICATIONS	2,736	.00	2,736.00	969.80	.00	1,766.20	35.4%
30420 POSTAGE	10	.00	10.00	.00	.00	10.00	.0%
30430 ELECTRIC	86,004	.00	86,004.00	58,970.76	.00	27,033.24	68.6%
30431 WATER	900	.00	900.00	753.99	.00	146.01	83.8%
30440 RENTAL OF EQUIPMENT	500	-500.00	.00	.00	.00	.00	.0%
30450 INSURANCE	27,600	.00	27,600.00	20,844.75	.00	6,755.25	75.5%
30460 REPAIRS	8,000	.00	8,000.00	27,275.69	.00	-19,275.69	340.9%
30461 RADIO REPAIRS/MAINT	2,000	.00	2,000.00	1,585.50	.00	414.50	79.3%
30462 VEHICLE REPAIRS/MAINT	4,000	-1,000.00	3,000.00	845.99	.00	2,154.01	28.2%
30463 EQUIPMENT REPAIRS/MAINT	2,500	-576.00	1,924.00	1,224.24	.00	699.76	63.6%
30464 FACILITIES REPAIRS/MAINT	11,672	-2,000.00	9,672.00	2,860.84	.00	6,811.16	29.6%
30490 MISC EXPENSE	2,500	-1,000.00	1,500.00	204.97	.00	1,295.03	13.7%
30498 INS RPR/CLAIM/SETTLEMT	0	23,456.00	23,456.00	1,061.82	.00	22,394.18	4.5%
30510 OFFICE SUPPLIES	1,000	.00	1,000.00	110.97	.00	889.03	11.1%
30520 SUPPLIES	8,000	1,017.00	9,017.00	6,193.65	.00	2,823.35	68.7%
30521 UNIFORMS	1,300	-500.00	800.00	567.15	.00	232.85	70.9%
30522 FUEL	5,500	.00	5,500.00	3,960.90	.00	1,539.10	72.0%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30542 TRAINING & EDUCATION	400	.00	400.00	.00	.00	400.00	.0%
30544 MEMBERSHIPS	150	.00	150.00	.00	.00	150.00	.0%
TOTAL OPERATING EXPENSES	175,122	373,897.00	549,019.00	490,953.42	.00	58,065.58	89.4%
60 CAPITAL OUTLAY							
60631 STREETS & ROAD RESURFACING	66,600	-5,000.00	61,600.00	2,909.86	.00	58,690.14	4.7%
60640 EQUIPMENT PURCHASES	0	.00	.00	28.65	.00	-28.65	100.0%
TOTAL CAPITAL OUTLAY	66,600	-5,000.00	61,600.00	2,938.51	.00	58,661.49	4.8%
TOTAL ROAD & STREET FACILITIES	397,769	361,778.00	759,547.30	579,561.35	.00	179,985.95	76.3%

*50K Paving Fund
to*

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01571 LIBRARY							

10 PERSONAL SERVICES							

10110 SALARY	48,911	.00	48,911.00	39,496.80	.00	9,414.20	80.8%
10111 BONUS	564	.00	564.00	564.24	.00	-.24	100.0%
10120 WAGES	121,785	7,072.00	128,857.00	93,407.45	.00	35,449.55	72.5%
10121 BONUS	1,478	.00	1,478.00	1,062.96	.00	415.04	71.9%
10140 OVERTIME	1,000	.00	1,000.00	188.09	.00	811.91	18.8%
10210 FICA	13,679	554.00	14,233.00	10,104.97	.00	4,128.03	71.0%
10220 RETIREMENT	5,075	14,729.00	19,804.00	20,721.78	.00	-917.78	104.6%
10230 HOSPITALIZATION	25,809	-8,603.00	17,206.00	12,521.79	.00	4,684.21	72.8%
10233 LIFE INSURANCE	297	.00	297.36	261.00	.00	36.36	87.8%
10236 DENTAL INSURANCE	672	.00	672.00	311.23	.00	360.77	46.3%
10240 WORKERS COMPENSATION	500	-285.00	215.00	211.14	.00	3.86	98.2%
TOTAL PERSONAL SERVICES	219,770	13,467.00	233,237.36	178,851.45	.00	54,385.91	76.7%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	13,700	-1,000.00	12,700.00	12,388.65	.00	311.35	97.5%
30400 TRAVEL/PER DIEM	966	.00	966.00	573.49	.00	392.51	59.4%
30410 COMMUNICATIONS	30,608	-1,780.00	28,828.40	20,392.48	.00	8,435.92	70.7%
30420 POSTAGE	700	.00	700.00	216.62	.00	483.38	30.9%
30430 ELECTRIC	11,520	-1,000.00	10,520.00	8,339.28	.00	2,180.72	79.3%
30431 WATER	2,004	.00	2,004.00	2,138.54	.00	-134.54	106.7%
30450 INSURANCE	6,861	.00	6,861.00	5,181.72	.00	1,679.28	75.5%
30464 FACILITIES REPAIRS/MAINT	3,510	-2,200.00	1,310.00	760.03	.00	549.97	58.0%
30465 SERVICE CONTRACTS	840	580.00	1,420.00	651.00	.00	769.00	45.8%
30483 PROGRAMS	1,900	-1,000.00	900.00	1,652.79	.00	-752.79	183.6%
30510 OFFICE SUPPLIES	7,500	-2,000.00	5,500.00	2,682.63	.00	2,817.37	48.8%
30520 SUPPLIES	5,050	6,285.00	11,335.00	6,915.84	.00	4,419.16	61.0%
30524 PROMOTIONAL	1,750	1,000.00	2,750.00	4,459.80	.00	-1,709.80	162.2%
30541 SUBSCRIPTIONS	1,500	350.00	1,850.00	1,795.03	12.60	42.37	97.7%
30542 TRAINING & EDUCATION	995	.00	995.00	927.94	.00	67.06	93.3%
30544 MEMBERSHIPS	270	.00	270.00	139.00	.00	131.00	51.5%
TOTAL OPERATING EXPENSES	89,674	-765.00	88,909.40	69,214.84	12.60	19,681.96	77.9%

60 CAPITAL OUTLAY							

60 CAPITAL OUTLAY

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CITY OF FRUITLAND PARK
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ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60660	LIBRARY BOOKS	46,000	-14,000.00	32,000.00	21,745.59	403.38	9,851.03	69.2%
60663	LIBRARY CONSTRUCTION	1,193,138	1,239,111.00	2,432,249.40	800,917.23	1,593,813.04	37,519.13	98.5%
60664	LIBRARY DVDS	2,800	1,000.00	3,800.00	4,108.51	.00	-308.51	108.1%
	TOTAL CAPITAL OUTLAY	1,241,938	1,226,111.00	2,468,049.40	826,771.33	1,594,216.42	47,061.65	98.1%
	TOTAL LIBRARY	1,551,383	1,238,813.00	2,790,196.16	1,074,837.62	1,594,229.02	121,129.52	95.7%

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

01572 MUNICIPAL POOL							

10 PERSONAL SERVICES							

10120 WAGES	42,811	.00	42,811.00	14,330.34	.00	28,480.66	33.5%
10140 OVERTIME	500	.00	500.00	.00	.00	500.00	.0%
10210 FICA	3,313	.00	3,313.00	1,096.36	.00	2,216.64	33.1%
10240 WORKERS COMPENSATION	2,286	-1,320.00	966.00	965.36	.00	.64	99.9%
TOTAL PERSONAL SERVICES	48,910	-1,320.00	47,590.00	16,392.06	.00	31,197.94	34.4%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	1,396	.00	1,396.00	505.20	.00	890.80	36.2%
30400 TRAVEL/PER DIEM	2,100	.00	2,100.00	630.00	.00	1,470.00	30.0%
30410 COMMUNICATIONS	2,388	.00	2,388.00	1,752.83	.00	635.17	73.4%
30420 POSTAGE	25	.00	25.00	.00	.00	25.00	.0%
30430 ELECTRIC	7,020	.00	7,020.00	5,496.88	.00	1,523.12	78.3%
30431 WATER	3,504	.00	3,504.00	4,213.68	.00	-709.68	120.3%
30440 RENTAL OF EQUIPMENT	1,020	.00	1,020.00	.00	.00	1,020.00	.0%
30450 INSURANCE	4,421	.00	4,421.00	3,338.94	.00	1,082.06	75.5%
30463 EQUIPMENT REPAIRS/MAINT	550	.00	550.00	432.97	.00	117.03	78.7%
30464 FACILITIES REPAIRS/MAINT	5,700	-2,776.00	2,924.00	343.00	.00	2,581.00	11.7%
30470 PRINTING & COPYING	200	.00	200.00	62.48	.00	137.52	31.2%
30480 ADVERTISING	800	.00	800.00	650.00	.00	150.00	81.3%
30499 LICENSE/PERMITS	275	.00	275.00	350.00	.00	-75.00	127.3%
30510 OFFICE SUPPLIES	300	.00	300.00	155.53	.00	144.47	51.8%
30520 SUPPLIES	3,500	.00	3,500.00	579.33	.00	2,920.67	16.6%
30521 UNIFORMS	1,408	.00	1,408.00	1,052.81	.00	355.19	74.8%
30529 POOL CHEMICALS	5,500	.00	5,500.00	3,254.63	.00	2,245.37	59.2%
30530 POOL CONCESSION	2,000	.00	2,000.00	1,420.46	.00	579.54	71.0%
30542 TRAINING & EDUCATION	2,300	.00	2,300.00	1,566.00	.00	734.00	68.1%
30544 MEMBERSHIPS	100	.00	100.00	200.00	.00	-100.00	200.0%
TOTAL OPERATING EXPENSES	44,507	-2,776.00	41,731.00	26,004.74	.00	15,726.26	62.3%

60 CAPITAL OUTLAY							

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CITY OF FRUITLAND PARK
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ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640	EQUIPMENT PURCHASES	11,000	.00	11,000.00	6,877.44	.00	4,122.56	62.5%
	TOTAL CAPITAL OUTLAY	11,000	.00	11,000.00	6,877.44	.00	4,122.56	62.5%
	TOTAL MUNICIPAL POOL	104,417	-4,096.00	100,321.00	49,274.24	.00	51,046.76	49.1%

FOR 2018 10

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01573 PARKS/RECREATION MAINTENANCE								

10 PERSONAL SERVICES								

10120	WAGES	68,797	.00	68,797.00	52,454.22	.00	16,342.78	76.2%
10121	BONUS	794	.00	794.00	793.92	.00	.08	100.0%
10140	OVERTIME	2,000	.00	2,000.00	1,474.76	.00	525.24	73.7%
10210	FICA	5,815	.00	5,815.00	4,207.17	.00	1,607.83	72.4%
10220	RETIREMENT	4,423	.00	4,423.00	3,407.69	.00	1,015.31	77.0%
10230	HOSPITALIZATION	17,206	.00	17,206.00	15,389.43	.00	1,816.57	89.4%
10233	LIFE INSURANCE	198	.00	198.24	234.00	.00	-35.76	118.0%
10236	DENTAL INSURANCE	448	.00	448.00	484.64	.00	-36.64	108.2%
10240	WORKERS COMPENSATION	3,780	-2,181.00	1,599.00	1,596.26	.00	2.74	99.8%
TOTAL PERSONAL SERVICES		103,461	-2,181.00	101,280.24	80,042.09	.00	21,238.15	79.0%

30 OPERATING EXPENSES								

30340	CONTRACTUAL SERVICES	12,300	-1,100.00	11,200.00	5,457.72	.00	5,742.28	48.7%
30410	COMMUNICATIONS	36	.00	36.00	5.62	.00	30.38	15.6%
30430	ELECTRIC	12,420	.00	12,420.00	4,419.93	.00	8,000.07	35.6%
30431	WATER	2,820	.00	2,820.00	2,454.98	.00	365.02	87.1%
30440	RENTAL OF EQUIPMENT	1,000	-900.00	100.00	56.00	.00	44.00	56.0%
30450	INSURANCE	14,455	.00	14,455.00	10,917.06	.00	3,537.94	75.5%
30462	VEHICLE REPAIRS/MAINT	6,000	-1,000.00	5,000.00	3,772.90	.00	1,227.10	75.5%
30463	EQUIPMENT REPAIRS/MAINT	6,450	-1,500.00	4,950.00	2,983.92	.00	1,966.08	60.3%
30464	FACILITIES REPAIRS/MAINT	4,500	-1,000.00	3,500.00	1,626.43	.00	1,873.57	46.5%
30510	OFFICE SUPPLIES	500	.00	500.00	112.71	.00	387.29	22.5%
30520	SUPPLIES	7,000	4,000.00	11,000.00	7,248.87	.00	3,751.13	65.9%
30521	UNIFORMS	1,500	.00	1,500.00	902.92	.00	597.08	60.2%
30522	FUEL	5,000	.00	5,000.00	4,759.30	.00	240.70	95.2%
53901	CEMETERY COSTS	0	.00	.00	684.02	.00	-684.02	100.0%
TOTAL OPERATING EXPENSES		73,981	-1,500.00	72,481.00	45,402.38	.00	27,078.62	62.6%

60 CAPITAL OUTLAY								

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ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60637	GARDENIA PARK	0	100,000.00	100,000.00	86,683.43	1,068.78	12,247.79	87.8%
60640	EQUIPMENT PURCHASES	56,500	.00	56,500.00	57,098.90	.00	-598.90	101.1%
	TOTAL CAPITAL OUTLAY	56,500	100,000.00	156,500.00	143,782.33	1,068.78	11,648.89	92.6%
	TOTAL PARKS/RECREATION MAINTEN	233,942	96,319.00	330,261.24	269,226.80	1,068.78	59,965.66	81.8%

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01574 RECREATION							

10 PERSONAL SERVICES							

10110 SALARY	48,911	.00	48,910.99	39,496.80	.00	9,414.19	80.8%
10111 BONUS	565	.00	565.00	564.24	.00	.76	99.9%
10120 WAGES	32,227	820.00	33,047.05	18,180.85	.00	14,866.20	55.0%
10121 BONUS	300	.00	300.00	268.52	.00	31.48	89.5%
10210 FICA	6,570	.00	6,569.53	4,181.94	.00	2,387.59	63.7%
10220 RETIREMENT	3,874	5,263.00	9,136.75	9,043.29	.00	93.46	99.0%
10230 HOSPITALIZATION	8,603	.00	8,603.00	7,886.01	.00	716.99	91.7%
10233 LIFE INSURANCE	99	.00	99.12	135.40	.00	-36.28	136.6%
10236 DENTAL INSURANCE	224	.00	224.00	205.04	.00	18.96	91.5%
10240 WORKERS COMPENSATION	4,329	-2,500.00	1,829.00	1,818.63	.00	10.37	99.4%
TOTAL PERSONAL SERVICES	105,701	3,583.00	109,284.44	81,780.72	.00	27,503.72	74.8%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	31,025	.00	31,025.00	19,504.83	.00	11,520.17	62.9%
30400 TRAVEL/PER DIEM	5,470	-1,220.00	4,249.99	.00	.00	4,249.99	.0%
30410 COMMUNICATIONS	3,960	.00	3,960.00	2,837.55	.00	1,122.45	71.7%
30420 POSTAGE	300	.00	300.00	29.45	.00	270.55	9.8%
30430 ELECTRIC	900	.00	900.00	788.63	.00	111.37	87.6%
30431 WATER	420	.00	420.00	341.20	.00	78.80	81.2%
30450 INSURANCE	2,897	.00	2,897.00	2,187.93	.00	709.07	75.5%
30462 VEHICLE REPAIRS/MAINT	500	.00	500.00	413.98	.00	86.02	82.8%
30463 EQUIPMENT REPAIRS/MAINT	3,850	-820.00	3,030.00	1,132.49	.00	1,897.51	37.4%
30464 FACILITIES REPAIRS/MAINT	1,000	.00	1,000.00	320.00	.00	680.00	32.0%
30470 PRINTING & COPYING	2,000	-2,000.00	.00	1,296.00	.00	-1,296.00	100.0%
30480 ADVERTISING	5,300	.00	5,300.00	3,645.81	.00	1,654.19	68.8%
30510 OFFICE SUPPLIES	900	.00	900.00	1,554.09	.00	-654.09	172.7%
30519 SUPPLIES SENIOR SOCIAL	4,800	.00	4,800.00	3,672.42	.00	1,127.58	76.5%
30520 SUPPLIES	6,700	.00	6,700.00	5,020.49	.00	1,679.51	74.9%
30522 FUEL	800	.00	800.00	229.33	.00	570.67	28.7%
30542 TRAINING & EDUCATION	2,800	-400.00	2,400.00	249.96	.00	2,150.04	10.4%
30544 MEMBERSHIPS	905	.00	905.00	665.00	.00	240.00	73.5%
TOTAL OPERATING EXPENSES	74,527	-4,440.00	70,086.99	43,889.16	.00	26,197.83	62.6%

60 CAPITAL OUTLAY							

FOR 2018 10

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01574 RECREATION							
60632 SOCCER FIELD	0	100,000.00	100,000.00	101,965.20	.00	-1,965.20	102.0%
60640 EQUIPMENT PURCHASES	6,500	-1,345.00	5,155.00	4,385.32	.00	769.68	85.1%
TOTAL CAPITAL OUTLAY	6,500	98,655.00	105,155.00	106,350.52	.00	-1,195.52	101.1%
TOTAL RECREATION	186,728	97,798.00	284,526.43	232,020.40	.00	52,506.03	81.5%

Need to request 2nd 50K

FOR 2018 10

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

01581 INTERFUND TRANSFERS								

90 NON-OPERATING								

90920	TRANSFER TO RESERVE	153,639	-27,230.00	126,409.39	.00	.00	126,409.39	.0%
	TOTAL NON-OPERATING	153,639	-27,230.00	126,409.39	.00	.00	126,409.39	.0%
	TOTAL INTERFUND TRANSFERS	153,639	-27,230.00	126,409.39	.00	.00	126,409.39	.0%
	TOTAL GENERAL FUND	0	.00	.00	-127,396.68	1,607,657.15	-1,480,260.47	100.0%
	TOTAL REVENUES	-7,635,331	-1,833,481.00	-9,468,812.00	<u>-6,191,383.27</u>	.00	-3,277,428.73	
	TOTAL EXPENSES	7,635,331	1,833,481.00	9,468,812.00	<u>6,063,986.59</u>	1,607,657.15	1,797,168.26	

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 REDEVELOPMENT TRUST FUND							

20001 REDEVELOPMENT FUND REVENU							

33 INTERGOVERN. REVENUE							

33901 CITY OF FRUITLAND PARK	-96,713	.00	-96,713.34	-96,745.00	.00	31.66	100.0%
33902 LAKE COUNTY COMMISSION	-123,218	.00	-123,218.29	-123,260.00	.00	41.71	100.0%
33903 LAKE CO WATER AUTHORITY	-6,196	.00	-6,196.37	-6,198.00	.00	1.63	100.0%
33904 LAKE CO AMBULANCE DISTRICT	-11,145	.00	-11,144.54	-11,148.00	.00	3.46	100.0%
TOTAL INTERGOVERN. REVENUE	-237,273	.00	-237,272.54	-237,351.00	.00	78.46	100.0%

36 MISC. REVENUE							

36110 INTEREST INCOME	-602	.00	-602.46	-2,680.89	.00	2,078.43	445.0%
TOTAL MISC. REVENUE	-602	.00	-602.46	-2,680.89	.00	2,078.43	445.0%

38 NON REVENUES							

38001 XFER IN FUND BALANCE	-172,438	.00	-172,438.00	.00	.00	-172,438.00	.0%
TOTAL NON REVENUES	-172,438	.00	-172,438.00	.00	.00	-172,438.00	.0%
TOTAL REDEVELOPMENT FUND REVEN	-410,313	.00	-410,313.00	-240,031.89	.00	-170,281.11	58.5%

JULY 31, 2018

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 REDEVELOPMENT TRUST FUND							

20511 COMMUNITY REDEVELOPMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30313 PROFESSIONAL FEES	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30479 ABATEMENT	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
30490 MISC EXPENSE	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
30544 MEMBERSHIPS	570	.00	570.00	175.00	.00	395.00	30.7%
TOTAL OPERATING EXPENSES	14,570	.00	14,570.00	175.00	.00	14,395.00	1.2%

60 CAPITAL OUTLAY							

60630 IMPROVEMENTS	0	10,000.00	10,000.00	7,262.68	.00	2,737.32	72.6%
60631 STREETS & ROAD RESURFACING	120,000	.00	120,000.00	.00	.00	120,000.00	.0%
60655 SYSTEM IMPROVEMENTS	172,438	.00	172,438.00	176,498.00	8,500.00	-12,560.00	107.3%
TOTAL CAPITAL OUTLAY	292,438	10,000.00	302,438.00	183,760.68	8,500.00	110,177.32	63.6%

90 NON-OPERATING							

90990 CONTINGENCY FUND	65,834	-10,000.00	55,834.00	.00	.00	55,834.00	.0%
TOTAL NON-OPERATING	65,834	-10,000.00	55,834.00	.00	.00	55,834.00	.0%
TOTAL COMMUNITY REDEVELOPMENT	372,842	.00	372,842.00	183,935.68	8,500.00	180,406.32	51.6%

JULY 31, 2018

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
200 REDEVELOPMENT TRUST FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

20581 INTERFUND TRANSFER							

90 NON-OPERATING							

90916 XFER TO GENERAL FUND	37,471	.00	37,471.00	28,103.25	.00	9,367.75	75.0%
TOTAL NON-OPERATING	37,471	.00	37,471.00	28,103.25	.00	9,367.75	75.0%
TOTAL INTERFUND TRANSFER	37,471	.00	37,471.00	28,103.25	.00	9,367.75	75.0%
TOTAL REDEVELOPMENT TRUST FUND	0	.00	.00	-27,992.96	8,500.00	19,492.96	100.0%
TOTAL REVENUES	-410,313	.00	-410,313.00	-240,031.89	.00	-170,281.11	
TOTAL EXPENSES	410,313	.00	410,313.00	<u>212,038.93</u>	8,500.00	189,774.07	

FOR 2018 10

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30001 CAPITAL PROJECTS REVENUES							

31 TAXES							

31260 <u>DISCRETIONALLY SALES SURTAX</u>	-411,219	.00	-411,219.00	<u>-302,991.51</u>	.00	-108,227.49	73.7%
TOTAL TAXES	-411,219	.00	-411,219.00	-302,991.51	.00	-108,227.49	73.7%
36 MISC. REVENUE							

36120 <u>INTEREST EARNED</u>	-3,146	.00	-3,146.00	<u>-6,498.41</u>	.00	3,352.41	206.6%
TOTAL MISC. REVENUE	-3,146	.00	-3,146.00	-6,498.41	.00	3,352.41	206.6%
38 NON REVENUES							

38001 XFER IN FUND BALANCE	-622,193	139,120.00	-483,073.00	.00	.00	-483,073.00	.0%
TOTAL NON REVENUES	-622,193	139,120.00	-483,073.00	.00	.00	-483,073.00	.0%
TOTAL CAPITAL PROJECTS REVENUE	-1,036,558	139,120.00	-897,438.00	-309,489.92	.00	-587,948.08	34.5%

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808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

JULY 31, 2018

P 35
glytdbud

FOR 2018 10

ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30521	LAW ENFORCEMENT CAP PROJ							

60	CAPITAL OUTLAY							

60649	EQUIPMENT - VEHICLES	67,080	.00	67,080.00	61,490.00	5,590.00	.00	100.0%
	TOTAL CAPITAL OUTLAY	67,080	.00	67,080.00	61,490.00	5,590.00	.00	100.0%
	TOTAL LAW ENFORCEMENT CAP PROJ	67,080	.00	67,080.00	61,490.00	5,590.00	.00	100.0%

*Lease
Vehicles (6)*

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808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

JULY 31, 2018

P 36
glytdbud

FOR 2018 10

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30522 FIRE DEPT CAPITAL PROJECT							

60 CAPITAL OUTLAY							

60640 <u>EQUIPMENT PURCHASES</u>	126,300	.00	126,300.00	<u>31,299.04</u>	23,400.00	71,600.96	43.3%
TOTAL CAPITAL OUTLAY	126,300	.00	126,300.00	31,299.04	23,400.00	71,600.96	43.3%
TOTAL FIRE DEPT CAPITAL PROJEC	126,300	.00	126,300.00	31,299.04	23,400.00	71,600.96	43.3%

*4 of 5 Pmts
Airpack + Fill System*

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808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

JULY 31, 2018

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glytdbud

FOR 2018 10

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30541 ROAD & ST CAPITAL PROJECT							

60 CAPITAL OUTLAY							

60620 BUILDINGS	400,000	-398,000.00	2,000.00	2,000.00	.00	.00	100.0%
60640 EQUIPMENT PURCHASES	60,000	.00	60,000.00	49,399.80	.00	10,600.20	82.3%
TOTAL CAPITAL OUTLAY	460,000	-398,000.00	62,000.00	51,399.80	.00	10,600.20	82.9%
TOTAL ROAD & ST CAPITAL PROJEC	460,000	-398,000.00	62,000.00	51,399.80	.00	10,600.20	82.9%

Bucket Truck Etc

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808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

JULY 31, 2018

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FOR 2018 10

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30571 LIBRARY CAPITAL PROJECTS							

60 CAPITAL OUTLAY							

60640 EQUIPMENT PURCHASES	17,695	.00	17,695.00	.00	.00	17,695.00	.0%
TOTAL CAPITAL OUTLAY	17,695	.00	17,695.00	.00	.00	17,695.00	.0%
TOTAL LIBRARY CAPITAL PROJECTS	17,695	.00	17,695.00	.00	.00	17,695.00	.0%

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808spark

CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

JULY 31, 2018

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FOR 2018 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

30572 RECREATION CAP PROJECTS							

60 CAPITAL OUTLAY							

60632 SOCCER FIELD	150,000	.00	150,000.00	48,736.50	.00	101,263.50	32.5%
TOTAL CAPITAL OUTLAY	150,000	.00	150,000.00	48,736.50	.00	101,263.50	32.5%
TOTAL RECREATION CAP PROJECTS	150,000	.00	150,000.00	48,736.50	.00	101,263.50	32.5%

FOR 2018 10

ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30581 INTERFUND TRANSFERS							

90 NON-OPERATING							

90914 XFER TO UTILITY	215,483	.00	215,483.00	29,125.01	.00	186,357.99	13.5%
90916 XFER TO GENERAL FUND	0	258,880.00	258,880.00	258,880.00	.00	.00	100.0%
TOTAL NON-OPERATING	215,483	258,880.00	474,363.00	288,005.01	.00	186,357.99	60.7%
TOTAL INTERFUND TRANSFERS	215,483	258,880.00	474,363.00	288,005.01	.00	186,357.99	60.7%
TOTAL CAPITAL PROJECTS FUND	0	.00	.00	171,440.43	28,990.00	-200,430.43	100.0%
TOTAL REVENUES	-1,036,558	139,120.00	-897,438.00	-309,489.92	.00	-587,948.08	
TOTAL EXPENSES	1,036,558	-139,120.00	897,438.00	480,930.35	28,990.00	387,517.65	

*Debt
Lib*

FOR 2018 10

ACCOUNTS FOR: 400	UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40001 WATER UTILITY REVENUES								

34 CHARGES FOR SERVICES								

34321	BULK WATER SALES	-34,800	.00	-34,800.00	-32,303.76	.00	-2,496.24	92.8%
34331	SALE OF WATER	-579,598	-40,000.00	-619,598.00	-519,494.76	.00	-100,103.24	83.8%
34332	INSTALLATION OF METERS	-10,000	-10,000.00	-20,000.00	-33,820.00	.00	13,820.00	169.1%
34333	BACKFLOW INSTALLATION	-1,550	.00	-1,550.00	-4,646.95	.00	3,096.95	299.8%
34334	WATER LINE INSTALLATION	-700	.00	-700.00	.00	.00	-700.00	.0%
34335	OTHER REVENUES	-57,000	.00	-57,000.00	-49,225.02	.00	-7,774.98	86.4%
	TOTAL CHARGES FOR SERVICES	-683,648	-50,000.00	-733,648.00	-639,490.49	.00	-94,157.51	87.2%
36 MISC. REVENUE								

36120	INTEREST EARNED	-4,450	.00	-4,450.00	-19,522.43	.00	15,072.43	438.7%
36320	WATER IMPACT FEE	-89,891	40,000.00	-49,891.00	-52,403.97	.00	2,512.97	105.0%
	TOTAL MISC. REVENUE	-94,341	40,000.00	-54,341.00	-71,926.40	.00	17,585.40	132.4%
38 NON REVENUES								

38002	OVER/SHORT REGISTER	0	.00	.00	-8.40	.00	8.40	100.0%
	TOTAL NON REVENUES	0	.00	.00	-8.40	.00	8.40	100.0%
	TOTAL WATER UTILITY REVENUES	-777,989	-10,000.00	-787,989.00	-711,425.29	.00	-76,563.71	90.3%

FOR 2018 10

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40301 SEWER UTILTIY REVENUES							

33 INTERGOVERN. REVENUE							

33436 GRANT SEWER/WW EPA	-500,000	.00	-500,000.00	.00	.00	-500,000.00	.0%
TOTAL INTERGOVERN. REVENUE	-500,000	.00	-500,000.00	.00	.00	-500,000.00	.0%

34 CHARGES FOR SERVICES							

34334 WATER LINE INSTALLATION	-2,000	.00	-2,000.00	.00	.00	-2,000.00	.0%
34339 SEWER DECOMMISSION	-1,750	.00	-1,750.00	.00	.00	-1,750.00	.0%
34351 SEWER UTILITY REVENUE	-112,263	-14,000.00	-126,263.00	-111,665.49	.00	-14,597.51	88.4%
34352 ELECTRIC CONNECTION SEWER	-3,725	.00	-3,725.00	-750.00	.00	-2,975.00	20.1%
TOTAL CHARGES FOR SERVICES	-119,738	-14,000.00	-133,738.00	-112,415.49	.00	-21,322.51	84.1%

36 MISC. REVENUE							

36321 SEWER IMPACT FEE	-42,086	22,000.00	-20,086.00	-28,742.56	.00	8,656.56	143.1%
TOTAL MISC. REVENUE	-42,086	22,000.00	-20,086.00	-28,742.56	.00	8,656.56	143.1%

38 NON REVENUES							

38006 XFER IN IMPACT FEES	-137,669	137,670.00	1.00	.00	.00	1.00	.0%
38300 XFER IN CAPITAL PROJECT	-215,483	.00	-215,483.00	-29,125.01	.00	-186,357.99	13.5%
38401 DEBT PROCEEDS - LOAN	-1,925,466	.00	-1,925,466.00	.00	.00	-1,925,466.00	.0%
TOTAL NON REVENUES	-2,278,618	137,670.00	-2,140,948.00	-29,125.01	.00	-2,111,822.99	1.4%
TOTAL SEWER UTILTIY REVENUES	-2,940,442	145,670.00	-2,794,772.00	-170,283.06	.00	-2,624,488.94	6.1%

*Working on
reimbursement
request*

*Debt
LLSWR*

FOR 2018 10

ACCOUNTS FOR: 400	UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40533 WATER UTILITY SERVICES								

10 PERSONAL SERVICES								

10110	SALARY	87,843	.00	87,842.57	73,979.04	.00	13,863.53	84.2%
10111	BONUS	1,644	.00	1,644.00	1,013.64	.00	630.36	61.7%
10120	WAGES	243,160	24,498.00	267,658.00	183,558.47	.00	84,099.53	68.6%
10121	BONUS	2,982	.00	2,982.00	1,595.12	.00	1,386.88	53.5%
10140	OVERTIME	9,000	.00	9,000.00	7,376.64	.00	1,623.36	82.0%
10210	FICA	28,182	1,968.00	30,150.00	19,744.39	.00	10,405.61	65.5%
10220	RETIREMENT	20,775	1,225.00	22,000.00	20,272.46	.00	1,727.54	92.1%
10230	HOSPITALIZATION	68,824	.00	68,824.00	33,852.06	.00	34,971.94	49.2%
10233	LIFE INSURANCE	793	.00	792.96	605.86	.00	187.10	76.4%
10236	DENTAL INSURANCE	1,792	.00	1,792.00	876.08	.00	915.92	48.9%
10240	WORKERS COMPENSATION	13,629	-6,028.00	7,601.00	5,755.41	.00	1,845.59	75.7%
TOTAL PERSONAL SERVICES		478,624	21,663.00	500,286.53	348,629.17	.00	151,657.36	69.7%

30 OPERATING EXPENSES								

30311	ENGINEERING FEES	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
30315	CONSUMPTIVE USE PERMIT	10,000	.00	10,000.00	2,631.80	.00	7,368.20	26.3%
30320	AUDIT FEES	8,750	.00	8,750.00	5,250.00	.00	3,500.00	60.0%
30340	CONTRACTUAL SERVICES	84,919	.00	84,919.00	64,468.72	.00	20,450.28	75.9%
30344	BANK FEES/SERVICE CHARGES	0	3,000.00	3,000.00	2,495.56	.00	504.44	83.2%
30400	TRAVEL/PER DIEM	500	.00	500.00	.00	.00	500.00	.0%
30410	COMMUNICATIONS	10,948	.00	10,948.00	8,035.55	.00	2,912.45	73.4%
30420	POSTAGE	11,314	.00	11,314.00	7,441.18	.00	3,872.82	65.8%
30430	ELECTRIC	36,504	.00	36,504.00	38,518.52	.00	-2,014.52	105.5%
30440	RENTAL OF EQUIPMENT	500	.00	500.00	.00	.00	500.00	.0%
30450	INSURANCE	12,295	.00	12,295.00	9,951.72	.00	2,343.28	80.9%
30460	REPAIRS	30,000	.00	30,000.00	18,964.32	.00	11,035.68	63.2%
30462	VEHICLE REPAIRS/MAINT	4,500	.00	4,500.00	778.83	.00	3,721.17	17.3%
30463	EQUIPMENT REPAIRS/MAINT	6,000	.00	6,000.00	1,509.81	.00	4,490.19	25.2%
30464	FACILITIES REPAIRS/MAINT	12,500	.00	12,500.00	4,570.17	.00	7,929.83	36.6%
30466	FIRE HYDRANT REPLACEMENT	7,500	.00	7,500.00	3,361.48	.00	4,138.52	44.8%
30470	PRINTING & COPYING	500	.00	500.00	.00	.00	500.00	.0%
30480	ADVERTISING	500	500.00	1,000.00	1,000.00	.00	.00	100.0%
30490	MISC EXPENSE	20,000	-20,000.00	.00	.00	.00	.00	.0%

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FOR 2018 10

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30510 OFFICE SUPPLIES	1,000	500.00	1,500.00	1,330.62	.00	169.38	88.7%
30520 SUPPLIES	29,700	55,584.00	85,284.00	38,193.64	15,726.50	31,363.86	63.2%
30521 UNIFORMS	2,375	.00	2,374.80	1,540.18	.00	834.62	64.9%
30522 FUEL	8,000	.00	8,000.00	8,065.40	.00	-65.40	100.8%
30542 TRAINING & EDUCATION	2,000	.00	2,000.00	35.00	.00	1,965.00	1.8%
30544 MEMBERSHIPS	1,500	.00	1,500.00	920.00	.00	580.00	61.3%
TOTAL OPERATING EXPENSES	304,305	39,584.00	343,888.80	219,062.50	15,726.50	109,099.80	68.3%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	4,500	-4,490.00	10.00	83.31	.00	-73.31	833.1%
60655 SYSTEM IMPROVEMENTS	150,000	.00	150,000.00	133,995.00	.00	16,005.00	89.3%
TOTAL CAPITAL OUTLAY	154,500	-4,490.00	150,010.00	134,078.31	.00	15,931.69	89.4%
70 DEBT SERVICE							
70743 FDOT HWY CONSTRUCTION LOAN	14,187	.00	14,187.00	.00	.00	14,187.00	.0%
TOTAL DEBT SERVICE	14,187	.00	14,187.00	.00	.00	14,187.00	.0%
90 NON-OPERATING							
90940 CONTINGENCY FUND	50,000	-50,000.00	.00	.00	.00	.00	.0%
90991 BAD DEBT EXPENSE	750	.00	750.00	.00	.00	750.00	.0%
TOTAL NON-OPERATING	50,750	-50,000.00	750.00	.00	.00	750.00	.0%
TOTAL WATER UTILITY SERVICES	1,002,365	6,757.00	1,009,122.33	701,769.98	15,726.50	291,625.85	71.1%

FOR 2018 10

ACCOUNTS FOR: 400	UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40535 SEWER UTILITY SERVICES								

10 PERSONAL SERVICES								

10120	WAGES	51,313	.00	51,313.00	36,252.00	.00	15,061.00	70.6%
10121	BONUS	592	.00	592.00	96.00	.00	496.00	16.2%
10140	OVERTIME	3,000	.00	3,000.00	3,293.25	.00	-293.25	109.8%
10210	FICA	4,530	.00	4,530.00	2,765.67	.00	1,764.33	61.1%
10220	RETIREMENT	4,302	7,243.00	11,545.00	3,177.47	.00	8,367.53	27.5%
10230	HOSPITALIZATION	17,206	.00	17,206.00	8,602.92	.00	8,603.08	50.0%
10233	LIFE INSURANCE	198	.00	198.24	90.60	.00	107.64	45.7%
10236	DENTAL INSURANCE	448	.00	448.00	74.56	.00	373.44	16.6%
10240	WORKERS COMPENSATION	2,721	.00	2,721.00	1,149.03	.00	1,571.97	42.2%
TOTAL PERSONAL SERVICES		84,310	7,243.00	91,553.24	55,501.50	.00	36,051.74	60.6%

30 OPERATING EXPENSES								

30311	ENGINEERING FEES	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30320	AUDIT FEES	8,750	.00	8,750.00	5,250.00	.00	3,500.00	60.0%
30340	CONTRACTUAL SERVICES	57,000	.00	57,000.00	19,244.00	.00	37,756.00	33.8%
30400	TRAVEL/PER DIEM	300	.00	300.00	164.00	.00	136.00	54.7%
30420	POSTAGE	50	.00	50.00	-423.74	.00	473.74	-847.5%
30430	ELECTRIC	20,004	.00	20,004.00	14,598.38	.00	5,405.62	73.0%
30431	WATER	2,604	.00	2,604.00	5,034.79	.00	-2,430.79	193.3%
30440	RENTAL OF EQUIPMENT	500	.00	500.00	.00	.00	500.00	.0%
30450	INSURANCE	13,254	.00	13,254.00	10,010.01	.00	3,243.99	75.5%
30462	VEHICLE REPAIRS/MAINT	3,000	5,000.00	8,000.00	5,662.17	.00	2,337.83	70.8%
30463	EQUIPMENT REPAIRS/MAINT	4,000	.00	4,000.00	2,560.67	.00	1,439.33	64.0%
30464	FACILITIES REPAIRS/MAINT	1,000	.00	1,000.00	62.94	.00	937.06	6.3%
30467	SYSTEM REPAIRS	3,000	5,000.00	8,000.00	14,180.15	.00	-6,180.15	177.3%
30510	OFFICE SUPPLIES	500	.00	500.00	.00	.00	500.00	.0%
30520	SUPPLIES	9,000	.00	9,000.00	7,543.32	.00	1,456.68	83.8%
30521	UNIFORMS	1,200	.00	1,200.00	599.20	.00	600.80	49.9%
30522	FUEL	3,000	.00	3,000.00	1,948.51	.00	1,051.49	65.0%
30542	TRAINING & EDUCATION	2,200	.00	2,200.00	.00	.00	2,200.00	.0%
TOTAL OPERATING EXPENSES		130,362	10,000.00	140,362.00	86,434.40	.00	53,927.60	61.6%

60 CAPITAL OUTLAY								

FOR 2018 10

ACCOUNTS FOR: 400	UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640	EQUIPMENT PURCHASES	160,000	-93,000.00	67,000.00	8,669.41	.00	58,330.59	12.9%
60655	SYSTEM IMPROVEMENTS	1,846,452	.00	1,846,452.43	2,343,551.95	10,492.89	-507,592.41	127.5%
	TOTAL CAPITAL OUTLAY	2,006,452	-93,000.00	1,913,452.43	2,352,221.36	10,492.89	-449,261.82	123.5%
70 DEBT SERVICE								
70740	DEBT SERVICE LOAN PRINC SR	111,301	.00	111,301.00	55,291.83	.00	56,009.17	49.7%
70741	INTEREST SEWER SRF LOAN #1	3,722	.00	3,722.00	1,910.16	.00	1,811.84	51.3%
70742	INTEREST SEWER SRF LOAN #2	22,647	.00	22,647.00	11,632.24	.00	11,014.76	51.4%
70744	INTEREST SEWER BB&T BANK L	58,250	.00	58,250.00	38,833.01	.00	19,416.99	66.7%
70745	DEBT SERV LOAN PRINC BB&T	143,046	.00	143,046.00	143,045.44	.00	.56	100.0%
	TOTAL DEBT SERVICE	338,966	.00	338,966.00	250,712.68	.00	88,253.32	74.0%
90 NON-OPERATING								
90919	TRANSFER TO RETAINED EARNI	45,975	-45,670.00	305.00	.00	.00	305.00	.0%
90940	CONTINGENCY FUND	50,000	-21,000.00	29,000.00	.00	.00	29,000.00	.0%
	TOTAL NON-OPERATING	95,975	-66,670.00	29,305.00	.00	.00	29,305.00	.0%
	TOTAL SEWER UTILITY SERVICES	2,656,066	-142,427.00	2,513,638.67	2,744,869.94	10,492.89	-241,724.16	109.6%

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2,744,869.94

109.6%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

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ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40581 INTERFUND TRANSFERS							

90 NON-OPERATING							

90910 CONTRIBUTIONS/GEN FUND	60,000	.00	60,000.00	50,000.00	.00	10,000.00	83.3%
TOTAL NON-OPERATING	60,000	.00	60,000.00	50,000.00	.00	10,000.00	83.3%
TOTAL INTERFUND TRANSFERS	60,000	.00	60,000.00	50,000.00	.00	10,000.00	83.3%
TOTAL UTILITY FUND	0	.00	.00	2,614,931.57	26,219.39	-2,641,150.96	100.0%
TOTAL REVENUES	-3,718,431	135,670.00	-3,582,761.00	-881,708.35	.00	-2,701,052.65	
TOTAL EXPENSES	3,718,431	-135,670.00	3,582,761.00	3,496,639.92	26,219.39	59,901.69	

FOR 2018 10

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
600 FIRE PENSION FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED

60001 FIRE PENSION REVENUES							

36 MISC. REVENUE							

36110 INTEREST INCOME	-2,920	.00	-2,920.00	-3,002.85	.00	82.85	102.8%
36120 INTEREST EARNED	-7,600	.00	-7,600.00	-7,723.76	.00	123.76	101.6%
36130 CHANGE IN FAIR MARKET VALU	0	.00	.00	-2,781.25	.00	2,781.25	100.0%
36140 GAIN/LOSS ON SALE OF INVES	0	.00	.00	-8,616.70	.00	8,616.70	100.0%
TOTAL MISC. REVENUE	-10,520	.00	-10,520.00	-22,124.56	.00	11,604.56	210.3%

38 NON REVENUES							

38500 PARTICIPANTS CONTRIBUTION	-4,396	.00	-4,396.00	-877.17	.00	-3,518.83	20.0%
38501 CITY CONTRIBUTION	-4,396	.00	-4,396.00	-877.17	.00	-3,518.83	20.0%
38510 STATE INS CONTRIBUTION	-17,000	.00	-17,000.00	.00	.00	-17,000.00	.0%
TOTAL NON REVENUES	-25,792	.00	-25,792.00	-1,754.34	.00	-24,037.66	6.8%
TOTAL FIRE PENSION REVENUES	-36,312	.00	-36,312.00	-23,878.90	.00	-12,433.10	65.8%

FOR 2018 10

ACCOUNTS FOR: 600	FIRE PENSION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

60522 FIRE PENSION TRUST FUND								

30 OPERATING EXPENSES								

30320	AUDIT FEES	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30490	MISC EXPENSE	31,112	.00	31,112.00	.00	.00	31,112.00	.0%
30494	RETIREMENT REFUNDS	3,000	.00	3,000.00	172.59	.00	2,827.41	5.8%
30496	RETIREMENT BENEFITS	1,200	.00	1,200.00	917.30	.00	282.70	76.4%
	TOTAL OPERATING EXPENSES	36,312	.00	36,312.00	1,089.89	.00	35,222.11	3.0%
	TOTAL FIRE PENSION TRUST FUND	36,312	.00	36,312.00	1,089.89	.00	35,222.11	3.0%
	TOTAL FIRE PENSION FUND	0	.00	.00	-22,789.01	.00	22,789.01	100.0%
	TOTAL REVENUES	-36,312	.00	-36,312.00	-23,878.90	.00	-12,433.10	
	TOTAL EXPENSES	36,312	.00	36,312.00	1,089.89	.00	35,222.11	

FOR 2018 10

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

62001 RECREATION REVENUE							

34 CHARGES FOR SERVICES							

34722 ADULT SOFTBALL LEAGUE	-23,600	.00	-23,600.00	-16,265.00	.00	-7,335.00	68.9%
34724 GIRLS SOFTBALL	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34726 T-BALL	-3,800	.00	-3,800.00	-1,380.00	.00	-2,420.00	36.3%
34728 SOCCER	-3,800	.00	-3,800.00	-2,900.00	.00	-900.00	76.3%
34729 SWIM TEAM	-2,000	.00	-2,000.00	-345.00	.00	-1,655.00	17.3%
34731 ZUMBA	-2,300	.00	-2,300.00	.00	.00	-2,300.00	.0%
34732 BASKETBALL	-3,800	.00	-3,800.00	-825.00	.00	-2,975.00	21.7%
34733 TRICK OR TROT 5K	-7,500	.00	-7,500.00	-1,267.40	.00	-6,232.60	16.9%
34736 LACROSSE	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34737 VOLLEYBALL	-3,800	.00	-3,800.00	-735.00	.00	-3,065.00	19.3%
34738 KICKBALL	-3,800	.00	-3,800.00	-605.00	.00	-3,195.00	15.9%
34739 SUMMER CAMP	-8,500	.00	-8,500.00	.00	.00	-8,500.00	.0%
34740 LOVE RUN 5K	-7,625	.00	-7,625.00	-5,254.50	.00	-2,370.50	68.9%
34750 FLAG FOOTBALL	-3,800	.00	-3,800.00	-530.00	.00	-3,270.00	13.9%
34790 RECREATION SIGN	0	.00	.00	-100.00	.00	100.00	100.0%
<u>TOTAL CHARGES FOR SERVICES</u>	-81,925	.00	-81,925.00	-30,206.90	.00	-51,718.10	36.9%

36 MISC. REVENUE							

36110 INTEREST INCOME	-241	.00	-241.00	-29.52	.00	-211.48	12.2%
<u>TOTAL MISC. REVENUE</u>	-241	.00	-241.00	-29.52	.00	-211.48	12.2%
<u>TOTAL RECREATION REVENUE</u>	-82,166	.00	-82,166.00	-30,236.42	.00	-51,929.58	36.8%

FOR 2018 10

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

62579 RECREATION FUND	-----						
30 OPERATING EXPENSES							

30343 SUMMER CAMP	10,000	.00	10,000.00	.00	.00	10,000.00	.0%
30348 BASEBALL	3,800	.00	3,800.00	.00	.00	3,800.00	.0%
30351 SOFTBALL PROGRAM	21,278	.00	21,278.00	12,062.59	.00	9,215.41	56.7%
30353 TRICK OR TROT 5K	7,500	.00	7,500.00	2,741.25	.00	4,758.75	36.6%
30355 KICKBALL	0	.00	.00	335.51	.00	-335.51	100.0%
30357 SWIM TEAM	500	.00	500.00	97.73	.00	402.27	19.5%
30360 SOCCER PROGRAM	3,800	.00	3,800.00	2,021.72	.00	1,778.28	53.2%
30362 VOLLEYBALL	3,800	.00	3,800.00	177.59	.00	3,622.41	4.7%
30363 T-BALL	3,780	.00	3,780.00	1,183.93	.00	2,596.07	31.3%
30364 BASKETBALL	0	.00	.00	342.52	.00	-342.52	100.0%
30380 LOVE RUN 5 K	7,500	.00	7,500.00	3,890.11	.00	3,609.89	51.9%
30470 PRINTING & COPYING	100	.00	100.00	.00	.00	100.00	.0%
30490 MISC EXPENSE	1,253	.00	1,253.00	.00	.00	1,253.00	.0%
TOTAL OPERATING EXPENSES	63,311	.00	63,311.00	22,852.95	.00	40,458.05	36.1%
90 NON-OPERATING							

90916 XFER TO GENERAL FUND	18,855	.00	18,855.00	14,141.25	.00	4,713.75	75.0%
TOTAL NON-OPERATING	18,855	.00	18,855.00	14,141.25	.00	4,713.75	75.0%
TOTAL RECREATION FUND	82,166	.00	82,166.00	36,994.20	.00	45,171.80	45.0%
TOTAL RECREATION FUND	0	.00	.00	6,757.78	.00	-6,757.78	100.0%
TOTAL REVENUES	-82,166	.00	-82,166.00	-30,236.42	.00	-51,929.58	
TOTAL EXPENSES	82,166	.00	82,166.00	36,994.20	.00	45,171.80	

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83.3% LAPSED

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FOR 2018 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

GRAND TOTAL	0	.00	.00	2,614,951.13	1,671,366.54	-4,286,317.67	100.0%

** END OF REPORT - Generated by Sue Parker **



**AGENDA ITEM
NUMBER
5i**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	First Reading – Resolution 2018-046: Assignment of the Interlocal Agreements between EMS and City to Lake County		
For the Meeting of:	August 30, 2018		
Submitted by:	City Attorney		
Date Submitted:	August 23, 2018		
Are Funds Required:		Yes	X No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:	Yes		
Description of Item:	<p>The City of Fruitland Park entered into three interlocal agreements with Lake Emergency Medical Services, Inc. (“EMS”) for basic life support services, dispatch services, and the co-location of EMS at the city’s fire station. As of October 1, 2018, EMS is being dissolved and consolidated with Lake County. In order to continue to receive the EMS services and have co-location at the city’s fire station EMS and Lake County have asked the city to consent to EMS assigning the Interlocal Agreements to Lake County.</p>		
Action to be Taken:	First Reading on Resolution 2018-046		
Staff’s Recommendation:	The second reading will be held on September 13, 2018.		
Additional Comments:			

Reviewed by: _____

Authorized to be placed on the Special Consent agenda: _____
Mayor

RESOLUTION 2018-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING ASSIGNMENT OF THE INTERLOCAL AGREEMENTS BETWEEN LAKE EMERGENCY MEDICAL SERVICES, INC. AND CITY OF FRUITLAND PARK TO LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "CITY") entered into three interlocal agreements with Lake Emergency Medical Services, Inc. ("EMS") for basic life support services, dispatch services, and the co-location of one station; and

WHEREAS, EMS is being dissolved and consolidated with Lake County therefore EMS desires to assign the interlocal agreements to Lake County; and

WHEREAS, effective October 1, 2018 the COUNTY will provide the services outlined in the interlocal agreements and be co-located at the City's fire station if the City approves of the assignment from EMS to Lake County; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds the assignment of the interlocal agreements to Lake County is beneficial to the CITY and its residents and is authorized by Section 163.01, Florida Statutes, with the authority to enter into such interlocal agreements for these purpose; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to approve and adopt the Assignment of the Interlocal Agreements Between Lake Emergency Medical Services, Inc. and City of Fruitland Park to Lake County, Florida.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City consents to the assignment from EMS to Lake County. The Assignment of the Interlocal Agreements Between Lake Emergency Medical Services, Inc. and City of Fruitland Park to Lake County, Florida, a copy of which is attached hereto, is approved.

Section 2. The Commission authorizes the Mayor to execute the Assignment of the Interlocal Agreements Between Lake Emergency Medical Services, Inc. and City of Fruitland Park to Lake County, Florida.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida; however, the Assignment to Lake County will be effective on October 1, 2018.

PASSED AND RESOLVED this 30th day of August, 2018, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK

Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Lewis	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Ranize	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**ASSIGNMENT OF THE INTERLOCAL AGREEMENTS BETWEEN
LAKE EMERGENCY MEDICAL SERVICES, INC. AND
CITY OF FRUITLAND PARK
TO LAKE COUNTY, FLORIDA**

This is the Assignment of the Interlocal Agreements between Lake Emergency Medical Services, Inc., a Florida not for profit corporation (Lake EMS), and the City of Fruitland Park, a municipal corporation organized under the laws of the State of Florida (the CITY), to Lake County, Florida, a political subdivision of the State of Florida (the COUNTY).

WITNESSETH:

WHEREAS, Lake EMS and the CITY have entered into interlocal agreements for basic life support services, dispatch services, and the co-location of one station (the Agreements); and

WHEREAS, Lake EMS, a not for profit organization operated by the COUNTY, is being dissolved and consolidated into the COUNTY; and

WHEREAS, Lake EMS desires to assign the Agreements to the COUNTY, which requires the permission of the CITY; and

WHEREAS, the CITY desires to permit Lake EMS to assign the Agreements to the COUNTY; and

WHEREAS, the parties have determined that it is in the best interests of the residents of Lake County to enter into this Assignment.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants set forth in this Assignment, and intending to be legally bound, the parties hereby agree as follows:

- 1.1** The above recitals are true and correct and incorporated in this Assignment.
- 1.2** The following Agreements between Lake EMS and the CITY are hereby assigned to the COUNTY:
 - a)** Interlocal Agreement Between Lake County, Florida, Lake Emergency Medical Services, Inc. and City of Fruitland Park, Florida Pertaining to Basic Life Support Services, entered into on March 26, 2013; and
 - b)** Agreement Between Lake Emergency Medical Services, Inc. and City of Fruitland Park for Dispatch Services, entered into on September 27, 2011; and
 - c)** Agreement Between Lake Emergency Medical Services, Inc. and City of Fruitland Park Relating to Fire Station 56, entered into on October 25, 2011.
- 1.3** All references in the Agreements to Lake EMS will be construed as referring to the COUNTY.
- 1.4** Any notices to the COUNTY under the Agreements must be provided to the following location:

Jerry Smith, Director
Lake County Office of Emergency Medical Services
315 W. Main Street
Tavares, Florida 32778

Mailing address:
P.O. Box 7800
Tavares, Florida 32778

- 1.5** Lake EMS will have no further obligations to the CITY under the Agreements upon execution of this Assignment.

{Remainder of Page Intentionally Left Blank}

Assignment of Interlocal Agreements Between Lake Emergency Medical Services, Inc. and the City of Fruitland Park to Lake County, Florida

IN WITNESS WHEREOF, the parties have made and executed this Assignment on the respective dates under each signature: Lake EMS signing by and through its Executive Director, by the CITY through its duly authorized representative, and by the COUNTY through its County Manager.

ATTEST:

CITY

CITY OF FRUITLAND PARK

Esther Lewin-Coulson, City Clerk

Christopher Cheshire, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

Assignment of Interlocal Agreements Between Lake Emergency Medical Services, Inc. and the City of Fruitland Park to Lake County, Florida

COUNTY

LAKE COUNTY, FLORIDA

Jeff Cole, County Manager

This ____ day of _____, 2018.

Approved as to form and legality:

Melanie Marsh, County Attorney

Lake EMS

LAKE EMERGENCY MEDICAL SERVICES, INC.

Gerald L. Smith, Executive Director

This ____ day of _____, 2018

Approved as to form and legality:

Melanie Marsh, County Attorney



**AGENDA ITEM
NUMBER**
5j

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading – Ordinance 2018-015		
For the Meeting of:	August 30, 2018		
Submitted by:	City Treasurer		
Date Submitted:	August 17, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
<p>First reading amending Chapter 50.30, Water Rates was held August 9, 2018. The second reading will be held August 30, 2018. Increase wastewater rates by 2.1%, the CPI-U. Residential base rate changed from \$16.74 to \$17.10, an additional 36 cents.</p>			
Action to be Taken: Enact Ordinance 2018-015 to become effective October 1, 2018 as provided by law.			
Staff's Recommendation: Approval			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Special agenda: _____
Mayor

ORDINANCE 2018-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 50, SECTION 50.30(A), (B), (D), OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WATER RATES BASED ON THE CPI; TO BE EFFECTIVE OCTOBER 1, 2018; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Chapter 180 provides local municipalities with the authority to establish and operate water utility systems; and

WHEREAS, Florida Statute Chapter 180.13 provides the City Commission with the authority to establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person; and

WHEREAS, the City Commission has determined that it is necessary to amend the ordinance governing the waterworks for the City of Fruitland Park to meet the cost of providing potable water service to the customer; and

WHEREAS, the City Commission enacted Ordinance 2005-031, which allowed for adjustment of water rates in accordance with changes in the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined it is necessary to uniformly increase the water base rate by the Consumer Price Index (CPI) for 2018 (2.1% Jan 2017) to be effective October 1, 2018; and

WHEREAS, the City of Fruitland Park has provided notice of the proposed increase to each customer through the utility's billing process as is required by 180.136, Florida Statutes, with the date at which this ordinance will be considered for adoption.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

Section 1. Chapter 50, Section 50.30 (A) shall be amended to read as follows"

Sec. 50.30. Charge or rate for water services.

Any user for the services of the waterworks system of the city shall pay therefore the following rates for water services beginning October 1, 2018, which rates shall be applicable to all customer of the waterworks system, except as otherwise provided hereafter:

(A) Water rates within the city.

1. Except as provided in subsection 2, water rates within the city shall be calculated by adding the base rate to the tier based charge per 1,000 gallons of actual consumptive use. Effective October 1, 2018, the base rate shall be \$17.10 and the charge per 1,000 gallons of actual use shall be as follows:

Tier	Minimum (in gallons)	Maximum (in gallons)	Rate per 1,000 gallons
1	0	3,000	No additional charge
2	3,001	5,000	1.00
3	5,001	9,000	1.39
4	9,001	14,000	1.83
5	14,001	18,000	2.43
6	Above 18,001		2.98

2. The bulk potable water rate within the city for water provided to Central Sumter Utility Company, LLC, shall be \$.84 per 1,000 gallons effective October 1, 2018. The rate will be adjusted any time the city adjusts the base rate for residential water by the same percentage increase or decrease in the city's base rate for residential water.

Section 2. Chapter 50, Section 50.30(B) of the Code of Ordinances amended to provide as follows:

(B) Water service outside the city

Users receiving service outside the city limits shall pay a charge of 125 percent of the rates set forth in subsection (A)(1) above. The water rates shall be calculated by adding the base rate to the tier based charge per 1,000 gallons of actual consumptive use. Effective October 1, 2017, the base rate shall be \$21.37 and the charge per 1,000 gallons of actual use shall be as follows:

Tier	Minimum (in gallons)	Maximum (in gallons)	Rate per 1,000 gallons
1	0	3,000	No additional charge
2	3,001	5,000	1.25
3	5,001	9,000	1.74
4	9,001	14,000	2.28
5	14,001	18,000	3.05
6	Above 18,001		3.72

Section 3. All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, re-lettered, and the word "ordinance" may be changed to "section", "article" or such other word or phrase in order to accomplish such intention.

Section 5. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 6. This ordinance shall be effective beginning October 1, 2018.

PASSED AND ORDAINED this 30TH day of August, 2018 by the City Commission of the City of Fruitland Park, Florida.

Christopher Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading August 9, 2018

Second Reading August 30, 2018

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

WATER RATES-2010-2019 YR_BUDGET FY2019

FY2018 (10/1/2017 - 09/30/2018) INCREASE at 2.5 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	16.74	16.74	20.93	20.93
TIER 1 (per 1K)	3,001-5,000	0.98	0.98	1.23	1.23
TIER 2	5,001-9,000	1.36	1.36	1.70	1.70
TIER 3	9,001-14,000	1.79	1.79	2.23	2.23
TIER 4	14,001-18,000	2.38	2.38	2.98	2.98
TIER 5	18,001-99,999,999	2.92	2.92	3.65	3.65

2.50%

BULK	0.82
-------------	------

FY2019 (10/1/2018 - 09/30/2019) INCREASE at 2.1 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	17.10	17.10	21.37	21.37
TIER 1 (per 1K)	3,001-5,000	1.00	1.00	1.25	1.25
TIER 2	5,001-9,000	1.39	1.39	1.74	1.74
TIER 3	9,001-14,000	1.83	1.83	2.28	2.28
TIER 4	14,001-18,000	2.43	2.43	3.05	3.05
TIER 5	18,001-99,999,999	2.98	2.98	3.72	3.72

2.10%

BULK	0.84
-------------	------

DOL 01/2018 CPI-U 2.1%

<http://www.bls.gov/news.release/pdf/cpi.pdf>



**AGENDA ITEM
NUMBER**
5k

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Second Reading – Ordinance 2018-016		
For the Meeting of:	August 30, 2018		
Submitted by:	City Treasurer		
Date Submitted:	August 17, 2018		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
<p>First reading amending Chapter 99.60, Wastewater Rates was August 9, 2018. The second reading will be held August 30, 2018. Increase wastewater rates by 2.1%, the CPI-U. Residential base rate changed from \$15.38 to \$15.71, an additional 32 cents.</p>			
Action to be Taken: Enact Ordinance 2018-016 to become effective October 1, 2018 as provided by law.			
Staff's Recommendation: Approval			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Special agenda: _____
Mayor

ORDINANCE 2018-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 99, SECTION 99.60 (B) OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WASTERWATER RATES; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Chapter 180 provides local municipalities with the authority to establish and operate water utility systems; and

WHEREAS, Florida Statute Chapter 180.13 provides the City Commission with the authority to establish just and equitable rates or chares to be paid to the municipality for the use of the utility by each person; and

WHEREAS, the City Commission has determine that it is necessary to amend the ordinance governing the wastewater systems for the City of Fruitland Park to meet the cost of providing wastewater service to the customers of the wastewater system; and

WHEREAS, the City Commission enacted Ordinance 2005-031, which allowed for adjustment of water and wastewater rates in accordance with changes in the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined it is necessary to uniformly increase the wastewater base rate by \$.32 (2.1%) to be effective October 1, 2018; and

WHEREAS, the City of Fruitland Park has provided notice of the proposed increase as well as the date at which this ordinance will be considered for adoption to each customer through the utility's billing process as is required by 180.136, Florida Statutes.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

Section 1. In Chapter 99, Section 99.60(B) relating to Wastewater Rates shall be amended to read as follows:

(1) Wastewater Rates

Single-Family:

	Inside City 10/1/2018	Outside City 10/1/2018
Monthly base Charge	\$15.71	\$19.63
Plus per 1,000 gallons	\$1.83	\$2.28

Residential usage per 1,000 is capped at 7,500 gallons per month (maximum billed)

Non Single-Family (Multifamily & Commercial):
Inside City 10/1/2018

Meter Size	Monthly Base Charge	Usage gal/month	Usage Rate per 1,000 gallons
------------	---------------------	-----------------	---------------------------------

3/4"	15.71	7,500	1.83
1.0"	35.28	18,750	1.83
1.5"	67.92	37,500	1.83
2.0"	107.07	60,000	1.83
3.0"	198.44	112,500	1.83
4.0"	328.96	187,500	1.83
6.0"	655.28	375,000	1.83
8.0"	1,046.85	600,000	1.83
10.0"	1,503.69	862,500	1.83

Non Single-Family (Multifamily & Commercial):
Outside City 10/1/2018

Meter Size	Monthly Base Charge	Usage gal/month	Usage Rate per 1,000 gallons
------------	---------------------	-----------------	---------------------------------

3/4"	19.23	7,500	2.29
1.0"	44.11	18,750	2.29
1.5"	84.89	37,500	2.29
2.0"	133.84	60,000	2.29
3.0"	248.05	112,500	2.29
4.0"	411.21	187,500	2.29
6.0"	819.10	375,000	2.29
8.0"	1,308.56	600,000	2.29
10.0"	1,879.61	862,500	2.29

(a) Sewer pump, electric connection fee: \$400.00

Section 2. All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, re-lettered, and the word "ordinance" may be changed to "section", "article" or such other word or phrase in order to accomplish such intention.

Section 4. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 5. This ordinance shall be effective beginning October 1, 2018.

PASSED AND ORDAINED this 30TH day of August, 2018 by the City Commission of the City of Fruitland Park, Florida.

Christopher Cheshire, Mayor

Attest:

Esther Coulson, City Clerk

Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading August 9, 2018

Second Reading August 30, 2018

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK
WASTEWATER RATE COMPARISON

EFFECTIVE DATE	Oct-05	Oct-09	Oct-10	Oct-11	Oct-11	Oct-11	Oct-11	Oct-11	Oct-16	Oct-17	Oct-18
FISCAL YEAR	FY2006	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019
INCREASE					No Change	No Change	No Change	No Change	1.40%	2.50%	2.10%
BASE RATE	0.00	1.00	0.50	1.00	0.00	0.00	0.00	0.00	\$ 0.21	\$ 0.38	\$ 0.32
THOUSAND GALLONS	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	\$ 0.02	\$ 0.04	\$ 0.04

CITY BASE RATE	\$ 12.30	\$ 13.30	\$ 13.80	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80	\$ 15.01	\$ 15.38	\$ 15.71
COUNTY BASE RATE	\$ 15.37	\$ 16.38	\$ 17.25	\$ 18.50	\$ 18.50	\$ 18.50	\$ 18.50	\$ 18.50	\$ 18.76	\$ 19.23	\$ 19.63
CITY RATE per 1000 gals	\$ 1.62	\$ 1.62	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.74	\$ 1.79	\$ 1.83
COUNTY RATE(125% CITY)	\$ 2.03	\$ 2.03	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.18	\$ 2.23	\$ 2.29

CITY OF FRUITLAND PARK
Proposed WasteWater Rate Increase OCT 2018 FY2019

PROPOSED INCREASE
2.100%

\$0.32 BASE RATE
0.04 THOUSAND GALLONS

125% OF CITY

<u>Eff Oct 2018 FY2019</u>		<u>TIER</u>	<u>MIN GAL</u>	<u>MAX GAL</u>	<u>CITY RATE</u>	<u>COUNTY RATE</u>
CITY BASE RATE	15.71	1	0	3,000	1.83	2.29
COUNTY BASE RATE	19.63	2	3,001	5,000	-	-

WASTERWATER

Non Single-Family (Multifamily & Commercial): Inside City

Meter Size	Monthly Base Charge	Usage gal/Mth	Usage Rate per	
			1000 gallons	Munis A/R Code
3/4"	15.71	7,500	1.83	WWCI75
1.0"	35.28	18,750	1.83	WWCI10
1.5"	67.92	37,500	1.83	WWCI15
2.0"	107.07	60,000	1.83	WWCI20
3.0"	198.44	112,500	1.83	WWCI30
4.0"	328.96	187,500	1.83	WWCI40
6.0"	655.28	375,000	1.83	WWCI60
8.0"	1,046.85	600,000	1.83	WWCI80
10.0"	1,503.69	862,500	1.83	WWCI1*

Non Single-Family (Multifamily & Commercial): Outside City

Meter Size	Monthly Base Charge	Usage gal/Mon th	Usage Rate per	
			1000 gallons	Munis A/R Code
3/4"	19.63	7,500	2.29	WWCO75
1.0"	44.11	18,750	2.29	WWCO10
1.5"	84.89	37,500	2.29	WWCO15
2.0"	133.84	60,000	2.29	WWCO20
3.0"	248.05	112,500	2.29	WWCO30
4.0"	411.21	187,500	2.29	WWCO40
6.0"	819.10	375,000	2.29	WWCO60
8.0"	1,308.56	600,000	2.29	WWCO80
10.0"	1,879.61	862,500	2.29	WWCO1*

The Villages®
DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake


Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad #831709** in the matter of **ORDINANCE 2018-016**, was published in said newspaper in the issues of

AUGUST 14, 2018

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

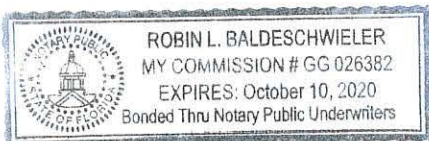

(Signature Of Affiant)

Sworn to and subscribed before me this 14
day August 2018.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____

Attach Notice Here



ORDINANCE 2018-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 99, SECTION 99.60 (B) OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WASTERWATER RATES; PROVIDING FOR SEVERABILITY, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on August 30, 2018.)

The ordinance will be presented for public hearing second reading by the Fruitland Park City Commission at its special meeting to be held on Thursday, August 30, 2018 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public. This ordinance may be reviewed or copies obtained from the city clerk's office at city hall.

Anyone requiring special accommodations at this meeting because of disability or physical impairment should contact the city clerk's office at city hall (352) 360-6727 at least three (3) business days prior to the hearing. (Florida Statutes 286.26)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (Florida Statutes 286.0105)
#831709 August 14, 2018

MAKE CHECKS PAYABLE TO:



CITY OF FRUITLAND PARK UTILITY DEPT.
 506 W. BERCKMAN STREET
 FRUITLAND PARK, FL 34731
 (352) 360-6727

**RETURN THIS STUB WITH PAYMENT TO
 CITY OF FRUITLAND PARK**

PLEASE WRITE THE BILL NUMBER OR ACCOUNT NUMBER ON YOUR CHECK

METER LOCATION	APT	FROM	TO
[REDACTED]	[REDACTED]	06/18	07/17
BILL DATE	ACCOUNT NUMBER	BILL NUMBER	
07/31/18	1060173200	383611	
PAY BEFORE DUE DATE	PAY AFTER DUE DATE	PAYMENT AMOUNT	
70.90	0.00		

E-Z PAY BANKDRAFT OPTION (SEE REVERSE SIDE)

UTILITY PAYMENT DROP BOX IN PARKING LOT OF CITY HALL
CASHIER HOURS 8:00 a.m. – 4:30 p.m.

ADDRESSEE:

REMIT TO:

1434-5-5*****AUTO**SCH 5-DIGIT 34731



FRUITLAND PARK, FL 34731-6560

**DO NOT SEND PAYMENT
 E-Z PAY BANK DRAFT**

Please check box if above address is incorrect, and indicate change(s)

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

1434

**BASE WATER & SWR RATE INCREASE 2.1% STARTING OCTOBER 1ST, 2018
 WATER WAS \$16.74, NOW \$17.10 || SEWER WAS \$ 15.38, NOW \$15.71
 FINAL VOTE FOR WATER & SEWER RATE INCREASE 8/30 CITY HALL, 6PM.
 MOVIE ON THE LAWN AUGUST 10TH @ 7:30PM- "FREAKY FRIDAY"
 VISIT WWW.FRUITLANDPARK.ORG FOR ONLINE UTILITY BILL PAYMENT
 PAYMENT IS ALWAYS DUE BY THE 10TH / SHUT OFF IS ALWAYS THE 21ST**

NAME: JEANNINE RACINE

ACCOUNT NO.	FROM	TO	BILL DATE	METER LOCATION
1060173200	06/18	07/17	07/31/18	901 DEER GLEN CT
SERVICE CHARGE	PRESENT	PREVIOUS	USAGE	CURR CHG
STMWTR	0	0	0	2.00
GARB	0	0	0	18.98
WATER	835280	816331	18949	45.38
UTIL T				4.54

**** DO NOT SEND PAYMENT EZ - PAY BANKDRAFT ****

**A 10% PENALTY APPLIES TO THE UNPAID BALANCE AFTER THE 10TH OF THE MONTH.
 WATER SERVICE WILL BE SHUT OFF ON THE 21ST IF THE BILL IS NOT PAID BY 5PM ON THE 20TH.**

PAST DUE	THIS BILLING	TOTAL DUE	ACCOUNT	DUE
0.00	70.90	70.90	1060173200	08/10/18
BILL NUMBER	PENALTY	7.09	PAY BEFORE DUE DATE	70.90
383611	PAYMENT AMOUNT	0.00	PAY AFTER DUE DATE	0.00



**CITY OF FRUITLAND PARK UTILITY
 DEPT.**

506 W. BERCKMAN STREET
 FRUITLAND PARK, FL 34731
 (352) 360-6727

After-Hours Utility Emergency - Please contact the
 Lake County Sheriff's Office at (352) 343-2101.

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.

CASHIER HOURS 8:00 a.m. – 4:30 p.m.

BILL IS DUE AND PAYABLE UPON RECEIPT. A 10%
 PENALTY IS APPLIED IF PAID AFTER 10TH OF MONTH.

PAY BEFORE DUE DATE	70.90
PAY AFTER DUE DATE	0.00



**AGENDA ITEM
NUMBER**
6a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	FDOT US Hwy 27/441 Landscaping Improvements Proposal		
For the Meeting of:	August 30, 2018		
Submitted by:	City Manager		
Date Submitted:	August 17, 2018		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes (forthcoming)		
Description of Item:			
Proposal from the State of Florida Department of Transportation forthcoming regarding landscaping improvements for US Hwy 27/441.			
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Special Consent agenda: _____
Mayor

Dale Bogle

From: Maggio, Philip <Philip.Maggio@dot.state.fl.us>
Sent: Monday, August 13, 2018 10:49 AM
To: Dale Bogle
Subject: MOA information

Dale –

Good talking with you this morning. As discussed, the project limits would be essential the city limits along US 27/441 roughly from MLK Blvd up to Lake Ella Road. Tentatively, the activities turned over to the City would be as follows: Concrete sidewalk repair, mowing (large machine mowing, slope mowing, small machine mowing, and any handwork necessary), trim trimming and removal, chemical weed and grass control, litter removal, road sweeping and edging & sweeping. Current estimate for the Department's reimbursement would be \$33,057.10 payable in four quarterly installments of \$8264.27. We would need to execute an Memorandum of Agreement laying out the responsibilities and funding availability. Please let me know as soon as you can.

Regards,
Phil

Philip Maggio, PE
Operations Engineer
Florida Department of Transportation
Leesburg Operations
1405 Thomas Ave.
Leesburg, FL 34748
PH (352) 315-3100
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**AGENDA ITEM
NUMBER
6b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Attorney Report		
For the Meeting of:	August 30, 2018		
Submitted by:	City Attorney		
Date Submitted:	August 23, 2018		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:			
Amount Required:			
Balance Remaining:			
Attachments:			
Description of Item: Please find below items to report to the City Commission.			
<u>Notice of Claim – James Hartson:</u> No developments to report.			
<u>Notice of Claim – Larry Odum:</u> No developments to report.			
Action to be Taken			
Staff’s Recommendation:			
Additional Comments:			

Reviewed by: _____

Authorized to be placed on the Special Consent agenda: _____
Mayor



**AGENDA ITEM
NUMBER
7**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments			
For the Meeting of:	August 30, 2018			
Submitted by:	City Clerk			
Date Submitted:	August 17, 2018			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item:	<p>This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.</p> <p>Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.</p>			
Action to be Taken:	None.			
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor¹

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. 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 board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

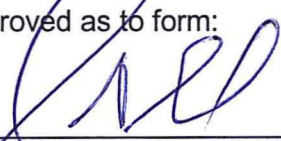
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney