



**FRUITLAND PARK CITY COMMISSION  
REGULAR MEETING AGENDA**

**January 24, 2019 (revised 1:00 p.m.)**

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 - TBD

Pledge of Allegiance – Interim Police Chief Erik Luce

**2. ROLL CALL**

**3. PRESENTATIONS**

**a. Special Recognition – Colin Crews Planning and Zoning Board** (city clerk)

**b. Special Recognition – Swearing-in Police Officers** (city manager/interim police chief)  
Officer Tim Ross,  
Officer John Simone and  
Officer Frank Carroll

**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)

**(a)** October 11, 2018 Regular Meeting

**(b)** November 8, 2018 Regular Meeting

**5. REGULAR AGENDA**

**(a) Resolution 2019-003 – Gardenia Park Phase III Grant Contract - FRDAP Project # A19161**(city manager/parks and recreation director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING DEP AGREEMENT NO. A19161 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE

FINANCIAL ASSISTANCE FOR GARDENIA PARK,  
PHASE III; PROVIDING FOR AN EFFECTIVE DATE.

- (b) **Fire Inspector Discussion** (city manager)
- (c) **November 2018 Financial Report** (city treasurer)

**6. OFFICERS' REPORTS**

- (a) **City Manager** (revised)
  - i. **Fruitland Park Library Furniture**
  - ii. **Federal Employees**
- (c) **City Attorney –**
  - i. **Notice of Claim – James Hartson**
  - ii. **Notice of Claim – Michael Fewless**

**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 Mobilian**
- (b) **Commissioner DeGrave**
- (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.

January 25-27, 2019, Institute for Elected Municipal Officials (Basic), Jacksonville Marriott, 4670 Salisbury Road, Jacksonville, Florida 32256 at 8:00 a.m.

February 7, 2019, City Commission Workshop at 6:00 p.m.

February 8, 2019, *Lake County Economic Development Update*, LCLC, Lake Receptions , 4425 N Highway 19-A, Mount Dora, FL 32757

January 24, 2019 Regular Agenda

February 8, 2019, Movie on the Lawn ~~Big Meets Bigger Up~~ Outside City Hall at 8:00 p.m.

February 9, 2019, *Love Week - 5k Love Run*, outside City Hall at 8:00 a.m.

February 11, 2019, Lake County Parks, Recreation and Trails, Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

February 14, 2019, City Commission Meeting Regular at 6:00 p.m.

February 19, 2019, City Commission Workshop at 6:00 p.m.

February 20 and 21, 2019 *Lake Legislative Days* Doubletree Hotel, 101 South Adams Street, Tallahassee, Florida, 32301-7774 at 8:00 a.m.

February 25, 2019, Lake County Arts and Cultural Alliance, TBD

February 27, 2019, Lake-Sumter Metropolitan Planning Organization (LS-MPO), Governing Board Meeting, MPO Office, Suite 217, 225 W. Guava Street Lady Lake, Florida 32159 at 2:00 p.m.

February 28, 2019, City Commission Meeting Regular at 6:00 p.m.

March 8, 2019, TBD LCLC, Lake Receptions , 4425 N Highway 19-A, Mount Dora, FL 32757

March 8, 2019, Movie on the Lawn Double Feature: *Big Meets Bigger Rampage* and *Skyscraper* outside City Hall at 7:00 p.m.

March 14, 2019, City Commission Meeting Regular at 6:00 p.m.

March 28, 2019, City Commission Meeting Regular at 6:00 p.m.

March 30, 2019, Fruitland Park Day and BBQ Cook Off at 10:00 a.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.**



506 W. Berckman St.  
Fruitland Park FL 34731

Tel. (352) 360-6727  
Fax. (352) 360-6686

---

## OATH OF OFFICE

“I, Tim Ross, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fruitland Park and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.”

---

Signature of Appointed Official

Subscribed and sworn to before me this 24<sup>th</sup> day of January 2019

---

Signature of Person Administering Oath





506 W. Berckman St.  
Fruitland Park FL 34731

Tel. (352) 360-6727  
Fax. (352) 360-6686

---

## OATH OF OFFICE

“I, John Simone, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fruitland Park and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.”

---

Signature of Appointed Official

Subscribed and sworn to before me this 24<sup>th</sup> day of January 2019

---

Signature of Person Administering Oath



506 W. Berckman St.  
Fruitland Park FL 34731

Tel. (352) 360-6727  
Fax. (352) 360-6686

---

## OATH OF OFFICE

“I, Frank Carroll, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fruitland Park and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.”

---

Signature of Appointed Official

Subscribed and sworn to before me this 24<sup>th</sup> day of January 2019

---

Signature of Person Administering Oath



**AGENDA ITEM  
NUMBER  
4ab**

## CONSENT AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Draft Minutes		
<b>For the Meeting of:</b>	January 10, 2019		
<b>Submitted by:</b>	City Clerk		
<b>Date Submitted:</b>	January 4, 2019		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b>			
<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 style="margin-left: 40px;">a . October 11, 2018 regular meeting b . November 8, 2018 regular meeting</p>			
<b>Action to be Taken: Approval</b>			
<b>Staff's Recommendation:</b> Approval, if there are no corrections or amendments.			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the consent agenda: \_\_\_\_\_  
Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR  
MEETING MINUTES  
October 11, 2018**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, October 11, 2018 at 6:00 p.m.

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

**Also Present:** City Manager Gary La Venia; Deputy City Treasurer Susan Parker; Interim Police Chief Erik Luce, Sergeant Henry Rains; Executive Assistant Karen McKillips, Police Department; Interim Fire Chief Donald Gilpin, Deputy Fire Chief Tim Yoder, Fire Department; Public Works Director Dale Bogle; Community Development Director Tracy Kelley, Administrative Assistant Kelley Turner and Permit Technician Stevie Taub; District 2 City Commissioner Candidate Fred Collins, and City Clerk Esther B. Coulson.

**1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

After Mayor Cheshire called the meeting to order at 6:00 p.m., Reverend Dennis R. Langford, Covenant Life Church of God, gave the invocation and Interim Police Chief Erik Luce led in the Pledge of Allegiance to the flag.

**2. ROLL CALL**

Mayor Cheshire requested that Ms. Coulson call the roll and a quorum was declared present. He announced the decorum for this evening's meeting.

**3. SPECIAL PRESENTATIONS**

**(a) Employee Appreciation – 30 Years of Service**

Mayor Cheshire recognized Mr. Noel *Pete* Pierre, Public Works Department, as the longest serving employee of record in the city.

On behalf of the city commission, Mayor Cheshire expressed the commission's sincere appreciation for achieving such milestone and thanked Mr. Pierre for his loyalty, dedication and contribution in committing 30 years of devoted service. Mayor Cheshire and presented a plaque and token of appreciation to Mr. Pierre who accepted same with gratitude and thanked the city commission for the recognition.

**(b) October 2018 Anti-Bullying Month Proclamation**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation recognizing the month of October 2018 as *National Bullying Prevention Month*. He encouraged everyone to be united in kindness, acceptance and inclusion; work together to support the creation of a positive social climate, the modelling of respectful behavior and the formulation of a learning environment, and immediately take action by reporting any signs of victimization, bullying or harassment.

On behalf of Lake County Anti-Bullying, Ms. Robin and Mr. Michael Douglas accepted the proclamation with thanks.

(c) **October 7 to 13, 2018 *Fire Prevention Week* and October 2018 - *Fire Safety Month* Proclamation**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation recognizing the week of October 7 to 13, 2018 as *Fire Prevention Week* and October 2018 as *Fire Safety Month* throughout this city. He urged everyone to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the structure immediately and support the many public safety activities and efforts of city's fire and emergency services.

Interim Fire Chief Gilpin accepted the proclamation with appreciation.

**4. LOCAL PLANNING AGENCY**

**By unanimous consent, the city commission recessed its meeting at 6:15 p.m. to the Local Planning Agency (LPA) meeting and reconvened at 7:11 p.m.**

**5. CONSENT AGENDA**

**On motion of Commissioner Ranize, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the following consent agenda:**

**Approval of Minutes as submitted:**

- (a) **August 6, 2018 workshop meeting and**
- (b) **August 9, 2018 regular meeting**

**6. REGULAR AGENDA**

- (a) **Resolution 2018-050 – Highway Maintenance FDOT – MOA Contract ASB92 – Financial Project: 425458-1-8-02**

Ms. Geraci-Carver read into the record proposed Resolution 2018-050 the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #ASB92, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**A motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-050 as previously cited.**

After much discussion, Mr. La Venia recognized that the State of Florida Department of Transportation's Highway Beautification grant as a separate contract where the city would be responsible for beautification and maintenance for approximately \$250,000; addressed his uncertainty as to whether the city would continue to receive the \$33,000 and addressed his plan to obtain an answer.

Following further discussion, **Mayor Cheshire called for a roll call vote on the motion with the city commission members voting as follows:**

<b>Commissioner Bell</b>	<b>Yes</b>
<b>Commissioner Ranize</b>	<b>Yes</b>
<b>Commissioner Lewis</b>	<b>No</b>
<b>Vice Mayor Gunter</b>	<b>Yes</b>
<b>Mayor Cheshire</b>	<b>Yes</b>

**Mayor Cheshire declared the motion carried on a four to one (4-1) vote.**

**(b) Resolution 2018-062 Fingerprinting Equipment Purchase – FY 2018-19 Budget Amendment**

Ms. Geraci-Carver read into the record proposed Resolution 2018-062 the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE FY2018/2019 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO INCREASE BUDGET REVENUES BY \$5,492 FOR THE RECEIPT OF THE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS FY 2018-19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND EXPENDITURES TO PURCHASE FINGERPRINTING EQUIPMENT FOR THE POLICE DEPARTMENT; PROVIDING FOR THE AMENDMENT OF THE FY 2018-19 BUDGET, AND PROVIDING FOR AN EFFECTIVE DATE.

**A motion was made by Commissioner Lewis and seconded by Commissioner Ranize that the city commission adopt Resolution 2018-062 as previously cited.**

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

(c) **Resolution 2018-063 – Fruitland Park Library Gutters – FY 2018-19 Budget Amendment**

Ms. Geraci-Carver read into the record proposed Resolution 2018-0563 the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER BY \$30,000 TO TRANSFER FUNDS TO THE LIBRARY CONSTRUCTION BUDGET FROM STORMWATER TO THE GENERAL FUND; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2018-2019 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

After discussion, Ms. Geraci- Carver recommended that general funds be utilized for the gutters, as an appropriate use of the stormwater fee and believed -- based on Mr. Bogle's explanation and according to the comprehensive plan's public facilities element -- the requirements established under Florida Statutes and St. Johns River Water Management District's (SJRWMD's) stormwater management permitting and operation program are met.

In recognizing that the current and proposed new library buildings were designed without gutters, Mr. La Venia conveyed the recommendation from the contractor (Paquette Company) to consider the installation of a new stormwater (gutter collection) system to accommodate the water's volume from the roof to be transmitted to Veterans Memorial Park. He relayed the contractor's response that it would not be necessary to implement same; pointed out the engineer's calculations and addressed the implementation of a stormwater project utilizing stormwater funds as restricted money for city commission consideration.

After extensive deliberations, **a motion was made by Commissioner Lewis and seconded by Commissioner Gunter that the city commission adopt Resolution 2018-063 with the amendment to pay for the installation of the roof stormwater gutter collection system using stormwater funds.**

Subsequent to lengthy discussions, **Mayor Cheshire called for a roll call vote on the motion with the city commission members voting as follows:**

<b>Commissioner Bell</b>	<b>Yes</b>
<b>Commissioner Ranize</b>	<b>No</b>
<b>Commissioner Lewis</b>	<b>Yes</b>
<b>Vice Mayor Gunter</b>	<b>Yes</b>
<b>Mayor Cheshire</b>	<b>Yes</b>

**The motion was declared carried on a four-to-one vote.**

(Vice Mayor Gunter left the meeting room at this time.)

**(d) August 2018 EOM Financial Report**

Ms. Parker reviewed the August 2018 end-of-month financial report.

**On motion of Commissioner Lewis, seconded by Commissioner Bell and unanimously carried, the city commission accepted the August 2018 end-of-month financial report as submitted.**

**PUBLIC HEARING**

**(e) First Reading Ordinance 2018-019 Definitions and Interpretations – Commercial Parking**

Ms. Geraci-Carver read into the record proposed Ordinance 2018-019, the substance of which is as follows:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; TO AMEND THE DEFINITION SECTION OF CHAPTER 151; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, PROVIDING FOR CONFLICTS AND SEVERABILITY; AND AN EFFECTIVE DATE. (The second reading will be held on November 11, 2018.)

(Vice Mayor Gunter returned to the meeting room during the following discussion.)

After Commissioner Lewis cited reasons for his “nay” vote at the LPA meeting earlier this evening, Mr. Beliveau clarified the requirements for off-site storage under Industrial (I) and General Commercial (C-2) zoning designations where it is permitted and Neighborhood Commercial (C-1) and Residential Professional (R-P) where there are restrictions and suggested, in response to Vice Mayor Gunter’s inquiry, that the city commission review same to avoid ambiguity.

**By unanimous consent, the city commission agreed with the recommendation from the LPG Urban Planner Inc.’s Executive Director that all testimony considered before the Local Planning Agency earlier this evening be transmitted to the city commission’s regular meeting.**

**A motion was made by Commissioner Lewis and seconded by Commissioner Ranize that the city commission approve proposed Ordinance 2018-019 as previously cited.**

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

**QUASI-JUDICIAL PUBLIC HEARING**



**(f) First Reading and Quasi-Judicial Public Hearing - Ordinance 2018-021 – Rezoning Petitioner: Larry Smith Trustee**

Ms. Geraci-Carver read into the record proposed Ordinance 2018-021, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.75 ± ACRES OF THE PROPERTY FROM RESIDENTIAL PROFESSIONAL (RP) TO NEIGHBORHOOD COMMERCIAL (C-1) 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 second reading will be held on November 11, 2018.)

**A motion was made by Commissioner Ranize and seconded by Commissioner Bell that the city commission approve proposed Ordinance 2018-021 as previously cited.**

Ms. Geraci-Carver confirmed in response to Mayor Cheshire's inquiry that ex-parte communications from the LPA meeting held earlier this evening are transferred to this evening's proceedings.

**There being no one 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.**

**END OF QUASI-JUDICIAL PUBLIC HEARING**

**(g) Second Reading and Public Hearing - Ordinance 2018-018 – Water Rates Increase**

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2018-018, Ms. Geraci-Carver 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, 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 September 27, 2018.)

**A motion was made by Commissioner Ranize and seconded by Vice Mayor Gunter that the city commission enact proposed Ordinance 2018-018 as previously cited to become effective October 1, 2018 as provided by law.**

**There being no one 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.**

### **END OF PUBLIC HEARING**

### **SUPPLEMENTAL AGENDA**

**(h) Resolution 2018-064 Police Chief Duties Agreement**

Ms. Geraci-Carver read into the record proposed Resolution 2018-064, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK AND SS SOLUTIONS, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Geraci-Carver recalled the city commission's direction at its August 30, 2018 special meeting for her and Mr. La Venia to explore a third-party agreement with SS Solutions which would potentially allow -- if the State of Florida Retirement System (FRS) receives final approval -- them to provide their employee, Mr. Mike Fewless, former police chief, to work for the city.

Ms. Geraci-Carver reported that the attorney -- Mr. Glenn E. Thomas, Attorney with Lewis, Longman & Walker, P.A., on behalf of the city -- has reviewed the contract where he believes it meets the terms and relayed his intent to communicate with FRS on October 15, 2018 as to whether they would approve the third-party agreement.

Ms. Geraci-Carver relayed staff's recommendation of approval, contingent upon receiving FRS' approving the third-party agreement to avoid any additional expenses in the future.

After extensive discussion, Commissioner Lewis addressed the need for the commission, including the newly elected members in November 2018, to decide on covering the FRS' expenses, if the city's insurance does not pay.

Following further discussion, Commissioner Ranize suggested that the city commission determine the funding not identified in the budget which should have already been paid to FRS and approve SS Solutions' Agreement for Mr. Fewless to work for the city and if not, make him whole.

Commissioner Lewis conveyed his conversation with Mr. Fewless on his salary which would not be reduced where the city has a balanced budget and questioned the cutting back of city services. He suggested not filling positions left vacant and recommended that the city commission immediately make a determination to prepare for a solution.

After Mayor Cheshire requested that a motion be proffered, further discussions ensued.

**A motion was made by Commissioner Ranize and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-064 as previously cited.**

Subsequent to further deliberations and after Mr. Fewless questioned Vice Mayor Gunter on his inquiry on the FRS documents he claimed was executed by him when he retired from the county, Ms. Geraci-Carver explained that she will ask Mr. Thomas for any documents he has received.

After further discussion, **Mayor Cheshire called for a roll call vote on the motion with the following city commission members voting as follows:**

<b>Commissioner Ranize</b>	<b>Yes</b>
<b>Vice Mayor Gunter</b>	<b>No</b>
<b>Commissioner Bell</b>	<b>No</b>
<b>Commissioner Lewis</b>	<b>No</b>
<b>Mayor Cheshire</b>	<b>Yes</b>

**The motion failed on a three to two (3-2) vote.**

After Commissioner Ranize conveyed well wishes to Mr. Fewless, Mr. Fewless thanked the city commission for the opportunity in working for the city, indicated that he despised leaving it and relayed well wishes to Interim Chief Luce.

**7. OFFICERS' REPORTS**

**(a) City Manager**

Mr. La Venia referred to the October 1, 2018 memorandum he distributed to the city commissioners regarding the repairs to the fire department sports-utility vehicle. He indicated that quotes are available for a new engine with a three-year warranty as a replacement for approximately \$6,700 and parts costing about \$1,500 (excluding labor to be implemented by staff) or suggested that funds could be utilized to purchase a new vehicle. (A copy of the memorandum is filed with the supplemental papers to the minutes of this meeting.

Commissioner Ranize recognized the approximate budgeted amount of \$45,000 in capital improvement program (CIP) funds allocated towards a new vehicle and gave reasons why he is recommending purchasing same.

After Commissioner Lewis relayed his conversations with City Treasurer Jeannine Racine regarding the current remaining balance in CIP funds of \$134,000 -- to which Mr. La Venia responded that he would check whether the amount included the \$45,000 – he relayed her agreement to his recommendation that she utilize impact fee funds noting the approximate \$75,000 set aside in restricted money where the budgeted amount for air pack (breathing air storage system) could be extracted to cover same and the police department lease payment of \$68,000 from CIP could be used to cover the cost with public safety impact fees.

Mr. La Venia pointed out Ms. Geraci-Carver's advice that \$33,000 out of the \$70,000 is acceptable with \$68,000 from impact fees which cannot be utilized as it is a lease payment.

Following extensive discussions, Commissioner Ranize recommended allowing the fire department to continue its operations until such time to utilize the remaining amount from the \$70,000, transfer the impact fee funds to the police department, or repurpose same towards the command vehicle for the fire department.

After Interim Chief Luce identified the white Ford Explorer that the fire department is currently utilizing, Commissioner Ranize suggested leaving the issue for the new commissioners to make a determination.

**(b) City Attorney**

**i. Notice of Claim – James Hartson**

The notice of claim for Mr. James Hartson was not addressed at this time.

**ii. Notice of Claim – Larry Odum**

The notice of claim for Mr. Larry Odum was not addressed at this time.

**iii. Burke's Bar-B-Q Company**

Ms. Geraci-Carver referred to the development agreement with Burke's Bar-B-Q Co; noted the requirement within six months for them to contact

the city with engineering plans to connect to the city's water and wastewater treatment system and relayed city staff's understanding that after following up, the restaurant and dining facility was closed for business.

Ms. Geraci-Carver quoted the default provision under section 8 of the agreement where the *city may pursue any remedy available . . . . In the event of a default, . . . the city's option to revoke all permits . . . and all operations shall cease immediately. . . .* She explained that such breach of contract would allow the court to require Burke's Bar-B-Q to connect and requested the city commission's direction on how to proceed.

After some discussion, Mr. La Venia recognized the city commission's approval (February 23, 2012 regular meeting) of the site plan whereby the fire suppression issue using the swimming pool as a reserve was resolved.

Commissioner Ranize pointed out the waiver modification page 3, section 7 of the agreement and recommended that the city commission utilize same and Mayor Cheshire suggested placing a lien on the property when it is sold.

Ms. Geraci-Carver addressed the plan to record the developer's agreement at Lake County's Clerk of the Circuit Courts, Recording Division, in order for the proceeding property owner to be placed on notice and comply with the developer's agreement.

Extensive discussions ensued and Ms. Geraci-Carver recommended that the site plan be considered before the city commission, if the property owner utilized a change of use and the question would arise as to how much time the city commission wanted to allow the new business owner to connect.

Following further deliberations and upon **Commissioner Lewis' suggestion, the city commission, by unanimous consent, agreed to review the developer's agreement in two years and accepted the city attorney's recommendation to submit an amendment to same before providing it to Mr. T. D. Burke, Burke's Bar B-Q Co.**

## 8. PUBLIC COMMENTS

Mr. Collins referred to the September 27, 2018 regular city commission meeting regarding the adoption of Resolution 2018-061 Village Park (also known as Westminster Pine Ridge) Phase II project and addressed the need for the installation of traffic signals in the future.

In response, Mr. La Venia explained that the county would require the developer to ensure that the traffic signals are installed.

With respect to the Resolution 2018-063 library gutters adopted earlier in this evening's meeting, Mr. Collins suggested that the city commission review the need for same.

**9. COMMISSIONERS' COMMENTS**

**(a) Commissioner Ranize – Goodridge Easement**

Commissioner Ranize recalled the city commission's discussions at its January 11, 2018 regular meeting regarding the property near the library owned by Mr. Wayne Goodridge; addressed the desire to ensure that all the stormwater from the prior casino building (former community center), remain on the new library property.

Commissioner Ranize relayed his conversations with Mr. Duane K. Booth, Booth, Ern Straughan & Hoitt, Inc., engineer retained by the city, confirming the adequate drainage where no amount of water should leave the property and voiced his anticipation that the drainage would be satisfactory where it would not cause flooding to the roadway into Mr. Goodridge's property.

**(b) Commissioner Lewis**

**i. Fire Rescue Service**

Commissioner Lewis expressed his gratitude to the Fruitland Park Fire Department and Lake Emergency Medical Services (EMS) Inc., for the services rendered to him recently. He addressed his decision to not attend the Lake EMS meeting and relayed, according to Mr. Jerry Smith, former Lake EMS Executive Director, that Lake EMS' transition in assigning basic life support and dispatch services to the county was a smooth process.

**ii. FRS**

Commissioner Lewis addressed his intent to proffer a motion for the city to opt out of the FRS system.

In response, Ms. Geraci Carver explained that she will communicate with Mr. Thomas to review FRS' contract and find out further information.

**iv. FY 2018-19 Budget Library Furniture**

Commissioner Lewis pointed out his review of the September 21 special and September 27 regular meetings regarding the FY 2018-19 budget; pointed out the comments with the understanding of the city's fiduciary responsibility and duty of care and expressed concerns on the city's financial situation that the city commission is challenged with.

In recognizing the situation regarding the library's outfitting of the furniture and Mr. La Venia's plan to obtain third-party information or confirmation that same is consistent with the estimates, Commissioner Lewis indicated that he would support proceeding on same.

In response, Mayor Cheshire addressed his concerns and voiced the need for other estimates.

(c) **Commissioner Bell**

Commissioner Bell explained that he has nothing to report.

(d) **Vice Mayor Gunter, Jr.**

i. **FY 2018-19 Budget Library Furniture**

Vice Mayor Gunter recalled the city commission -- in an all-day setting at the casino building -- selecting furniture for city hall. He voiced his concurrence with Mayor Cheshire on the need for staff to obtain three more bid estimates.

ii. **FY 2018-19 Budget Meeting**

Vice Mayor Gunter referred to the September 25, 2018 complimentary letter received from a resident regarding the September 21, 2018 special meeting; a copy of which is filed with the supplemental papers to the minutes of this meeting.

iii. **City Commission Candidates**

Vice Mayor Gunter expressed his disappointment, over the years he has served as an elected official, on the candidates limited attendance at the city commission meetings.

**10. MAYOR'S COMMENTS**

(a) **City Commission Candidates**

Mayor Cheshire, in voicing his agreement, welcomed the notion of the candidates attending the meetings.

(b) **Roadway Signs**

Mayor Cheshire noted the drivers' actions when observing roadway warning signs and mentioned his telephone call to Mr. La Venia and Interim Police Chief Luce to communicate with individuals regarding their own roadway warning signs. He addressed staff's efforts in appeasing the community; acknowledged staff's performance in making improvements to local roadways and addressed the city commission's willingness to support the police department.

(c) **DATES TO REMEMBER**

Mayor Cheshire recognized the following events:

- October 12, 2018, *LCLC Fertilizer Ordinance Presentation*, Lake Receptions 4425 North Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.;
- October 12, 2018, *Movie on the Lawn, Hocus Pocus*, 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.;

- October 24, 2018, Lake-Sumter MPO Governing Board Meeting, 225 West Guava Street, #217, Lady Lake, Florida 32159 at 2:00 p.m.;
- October 25, 2018, City Commission Regular Meeting at 6:00 p.m.;
- October 31, 2018, Halloween at 6:00 p.m.;
- November 3, 2018, 23<sup>rd</sup> Annual Government Day, The Villages Community Development District, Dwight D. Eisenhower Regional Recreation Center, 3560 Buena Vista Boulevard, The Villages, Florida 32163 at 10:00 a.m.;
- November 5, 2018, Parks, Recreation and Trails Advisory Board, Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- November 6, 2018, General Elections at 7:00 a.m.;
- November 8, 2018, City Commission Regular Meeting;
- November 12, 2018, Veterans Day (November 11, 2018) – city hall closed;
- November 16, 2018, LCLC *Election of Officers*, Lake Receptions 4425 N Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m. to be determined.
- November 22, 2018, City Commission Regular – cancelled;
- November 22, 2018 – Thanksgiving Day - city hall closed and
- November 23, 2018 – Day After Thanksgiving – city hall closed.

**11. ADJOURNMENT**

**There being no further business to come before the commission, the meeting adjourned at 8:57 p.m.**

The minutes were approved at the January 24, 2019 regular meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, City Clerk

Signed \_\_\_\_\_  
Chris Cheshire, Mayor



**FRUITLAND PARK CITY COMMISSION REGULAR  
MEETING MINUTES  
November 8, 2018**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, November 8, 2018 at 6:00 p.m.

**Members Present:** Mayor Chris Cheshire, Vice Mayor John L. Gunter, Jr., Commissioners Christopher Bell, Patrick A. DeGrave, and John F. Mobilian.

**Also Present:** City Manager Gary La Venia; City Treasurer Jeannine Racine; Interim Police Chief Erik Luce, Police Officer Jeremiah Ricketts, Executive Assistant Karen McKillips, Police Department; Interim Fire Chief Donald Gilpin, Lieutenants Madison Leary, and Michael Howard, Fire Department; Fruitland Park Library Director JoAnn Glendinning; Public Works Director Dale Bogle; Human Resources Director Diane Kolcun and City Clerk Esther B. Coulson.

**1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

After Mayor Cheshire called the meeting to order at 6:00 p.m., Reverend Mal Patterson, Community United Methodist Church, gave the invocation and Interim Police Chief Erik Luce 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 declared present.

Mayor Cheshire announced the decorum for the conduct of this evening's meeting.

**3. ELECTIONS**

**Canvassing of Returns – November 6, 2018 General Election, Certification Election  
Unofficial Results - District 2 City Commissioner**

**Lake County Canvassing Board:**

Ms. Coulson acknowledged the unofficial results of the November 6, 2018 General Election for Commissioner Mobilian and reported that the official returns certificate will be available on November 19, anticipated to be approved at the December 13, 2018 regular meeting.

**4. OATH OF OFFICE**

**(a) Swearing in – City Commissioner, District 1  
Patrick DeGrave**

Ms. Coulson administered the oath of office to Mr. DeGrave and welcomed him as city commissioner.

**(b) Swearing-in – City Commissioner, District 2  
John Mobilian**

Ms. Coulson administered the oath of office to Mr. Mobilian and welcomed him as city commissioner.

**5. ANNUAL ELECTION OF OFFICERS**

In accordance to Robert's Rules of Order (RONR), Mayor Cheshire announced the future decorum for debate as follows before final action is taken on items before the city commission:

- Vice Mayor Gunter,
- Commissioner Bell,
- Commissioner DeGrave,
- Commissioner Mobilian and
- Mayor Cheshire

Later in the meeting, and in response to Commissioner Bell's inquiry, Mayor Cheshire clarified the voting requirements under RONR and the rotation of the members during roll call votes.

**(a) Mayor**

Mayor Cheshire recognized the annual election of officers to be in order.

**Vice Mayor Gunter placed the name of Chris Cheshire as mayor for 2018-19, the nomination was seconded Commissioner DeGrave.**

**After discussion, Commissioner Bell placed the name of John L. Gunter Jr. as mayor for 2018-19.**

Following further discussion, Vice Mayor Gunter declined the position of mayor.

**There being no further names placed for nomination, by unanimous consent, it was declared closed.**

**Mayor Cheshire called for a roll call vote to nominate Chris Cheshire as mayor for 2018-19 with the city commission members voting as follows:**

<b>Commissioner DeGrave</b>	<b>Yes</b>
<b>Commissioner Mobilian</b>	<b>Yes</b>
<b>Commissioner Bell</b>	<b>No</b>
<b>Vice Mayor Gunter</b>	<b>Yes</b>
<b>Mayor Cheshire</b>	<b>Yes</b>

**The motion was declared carried with a four to one (4-1) vote.**

**(b) Vice Mayor**

**At this time and after Mayor Cheshire vacated the chair and passed the gavel, Vice Mayor Gunter assumed the chair.**

Mayor Cheshire placed the name of John L. Gunter Jr. as vice mayor for 2018-19. This nomination was seconded by Commissioner DeGrave.

Vice Mayor Gunter accepted the position of vice mayor.

**There being no further names placed for nomination, by unanimous consent, it was declared closed.**

**Vice Mayor Gunter called for a roll call vote to nominate John L. Gunter Jr. as vice mayor for 2018-19 and declared it carried unanimously.**

At this time Mayor Cheshire resumed the chair.

**6. SPECIAL PRESENTATIONS**

**(a) Check Presentation – Gardenia Park Renovation - FRDAP Land and Recreation Grants**

Mayor Cheshire recognized the State of Florida Recreation Development Assistant Program Land and Recreation Grants check presentation for \$100,000 for Gardenia Park renovation.

Ms. Rachel Nunlist, State of Florida Department of Environment Protection (FDEP), Lake Griffin Park Manager, recognized the FDEP's support of local parks and recreation division; reported on the total donation of \$7 million totaling 137 different projects throughout the State of Florida and recognized the support for the Gardenia Phase III Renovations for FY 2018-19 with the understanding that more grant funding will be expected at a later date. She addressed the plan to make improvements to Gardenia Skate Park and more administrative duties including obtaining additional grants and expressed appreciation to the patrons who use the park.

On behalf of the city commission, Mayor Cheshire thanked Ms. Nunlist for the check.

Mr. La Venia gave an overview of the grant funding received and addressed the intent to apply for pickleball and tennis courts during FY 2018-19.

**(b) Veterans Day Proclamation**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming November 11, 2018 as *Veterans Day*.

Noting the absence of Commander Nick Abling, John Gella Memorial Unit (Florida American Legion) Post 219 Inc., the proclamation will be presented at the November 12, 2018 Veterans Day event.

After discussion, Mr. La Venia and Mayor Cheshire extended appreciation to Meses. Coulson and Deputy City Clerk Dana Coleman for their work in promoting

with Post 219 the city's veterans' names to be placed on the plaque to be situated outside city hall and addressed the plan to award the service men and women with certificates of appreciation at the respective event.

(c) **Sixth Annual Wreaths Across America Proclamation**

On behalf of the city commission, Mayor Cheshire read into the record a proclamation declaring Saturday, December 15, 2018 as the Sixth Annual *Wreaths Across America Day*. He encouraged citizens to attend the ceremony and recognized the improvements to Shiloh Cemetery.

Ms. Lucy McCann, John Gella Memorial Unit (Florida American Legion Post Auxiliary) 219 Inc., accepted the proclamation with appreciation and extended an invitation to everyone to attend the December 15, 2018 ceremony at 12:00 p.m. which will take place at the same time all over the United States.

(d) **Titan Swim Team Special Presentation**

Ms. Jennifer Swing, Messrs. Walter Burial and Travis Edgens, Board of Directors of the Titan Swim Team, gave self introductions.

Ms. Swing thanked the city commission for allowing the swim team to be a part of the community and reported on the team's successes during the past year.

Ms. Gea Frutera, swim team participant and seventh grade middle school student who also belongs with the swim team at The Villages Charter High School, expressed heartfelt appreciation to the city commission for allowing Fruitland Park to be the team's new home and highlighted the accomplishments achieved in a short period.

Mayor Cheshire expressed pleasure in having the swim team participating at Gardenia Park Swimming Pool and noted the advantages for the community.

(e) **Fruitland Park Library Presentation**

Ms. Glendinning gave a statistical report on the services provided at the Fruitland Park Library during FY 2017-18 and a power-point presentation on the Fruitland Park Library furniture. She noted the correction on slide #11, children's furniture and shelving where five children's upholstered gaming stools at \$593.00 each should reflect \$593.00 total. Ms. Glendinning referred to the email she received earlier this day from Mr. Jeff Hunt, Library Interiors of Florida Inc., requesting a procurement for the items in question and the utilization of the state's contracts.

Mayor Cheshire referred to Regular Agenda Item 5(f), Resolution 2018-071 FY 2018-19 Library Construction Budget Amendment on this evening's agenda and suggested that the library's finances can be addressed at that time.

In answer to Vice Mayor Gunter's inquiry, Ms. Glendinning indicated that the contractor and Library Interiors of Florida could utilize local contractors within the

city to furnish the library. She addressed the possibility of furnishing them with the specifications and concurred in the affirmative to Commissioner Bell's inquiry to review local companies.

Commissioner DeGrave expressed concerns on the furniture prices; questioned whether local cabinet makers (outside the library world) could custom make comparable furnishings and requested that more detailed information be provided on the building of cabinets, justification of their costs and whether they could be cost effective.

After further discussion, Mayor Cheshire relayed his request to submit bids with three different companies (the state or otherwise) for city commission consideration to which Ms. Geraci-Carver explained that the state's contracts are bid competitively which the city, if preferred, could utilize without procurement; otherwise, the bid requirement of over \$35,000 ought to be submitted individually and cannot be piecemealed.

Following some discussion, Ms. Geraci-Carver believed that if it is the city commission's intent to potentially award the subject library furniture to the other companies, she advised that the procurement process be utilized.

Subsequent to further discussions, Mayor Cheshire voiced his concurrence with Commissioner DeGrave's reiterated request for more detail on the subject furniture as the state has already procured same and Commissioner Bell suggested that Mr. Hunt be invited to appear before the city commission to review the selected furniture.

Following further discussion, Mr. La Venia voiced his concurrence with Commissioner DeGrave's previous request. He agreed for Mr. Hunt to appear before the city commission recommending that Mr. Hunt provide furniture samples and pictures or alternatively communicate with Mr. Steve Glasgow, Signature Construction Inc. (contractor retained by the city for the Fruitland Park library construction), to provide the furniture built-ins and costs.

Mayor Cheshire suggested that Ms. Glendinning coordinate with Mr. La Venia and Ms. Coulson for Mr. Hunt to appear before the city commission to explain the reason for the library furniture prices.

**7. CONSENT AGENDA**

**On motion of Vice Mayor Gunter, seconded by Commissioner Bell and unanimously carried, the city commission approved the August 30, 2018 regular minutes as submitted.**

**At Mayor Cheshire's request and by unanimous consent, the city commission recessed its meeting at 7:05 p.m. and reconvened at 7:09 p.m.**

**8. REGULAR AGENDA**

**(a) 2019 City Commission Meeting Schedule**

The city commission considered its action on the 2019 city commission meeting schedule.

After discussion, Ms. Geraci-Carver recommended that staff will report back to the city commission regarding changes to the proposed first budget public hearing scheduled for September 12, 2019.

Following further discussion and **on motion of Commissioner DeGrave, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the 2019 city commission meeting schedule as submitted which will be amended as needed.**

**(b) City Boards-Committees**

**i. Planning and Zoning Board**

The city commission recognized that there are no changes to the Planning and Zoning Board at this time.

**ii. Lake~Sumter MPO Governing Board**

The city commission considered its action to designate representatives to serve on the Lake~Sumter Metropolitan Planning Organization (LSMPO) Governing Board.

After Commissioner Mobilian volunteered to serve as the primary at-large voting member, **on motion of Vice Mayor Gunter, seconded by Commissioner Bell and unanimously carried, the city commission appointed Commissioner John Mobilian as the primary at-large voting member to serve on the Lake~Sumter Metropolitan Planning Organization (LSMPO) Governing Board.**

Following discussion, Vice Mayor Gunter expressed his willingness to continue to serve as the alternate on the LSMPO Governing Board.

**On motion of Commissioner DeGrave, seconded by Commissioner Bell and unanimously carried, the city commission reappointed Vice Mayor John L. Gunter Jr. as alternate to vote and participate in the LSMPO Governing Board meetings.**

**iii. Board of Trustees Firefighters Pension Trust Fund**

After Mayor Cheshire recognized the need for volunteers, at his request, Ms. Coulson gave a report on the Board of Trustees Firefighters Pension Trust Fund appointments.

- iv. **Lake County Parks, Recreation and Trails Advisory Board**  
Commissioner Bell reported on makeup of the Lake County Parks, Recreation and Trails Advisory Board and his service on same for a two-year term ending May 20, 2020.
- v. **Lake County Educational Concurrency Review Committee**  
**On motion of Commissioner DeGrave, seconded by Commissioner Bell and unanimously carried, the city commission reappointed Vice Mayor John L. Gunter to serve on the Lake County Educational Concurrency Review Committee.**
- vi. **Lake County League of Cities**  
Mayor Cheshire recalled, at the September 27, 2018 regular meeting, the city commission's appointment of Commissioner Bell as the director and Vice Mayor Gunter as the alternate director to vote at the League of Cities Board of Directors meetings serving for a one-year term expiring December 31, 2019.

**Additional Item**

- vii. **Lake County Arts and Cultural Alliance**  
At Mayor Cheshire's request, Commissioner Bell reported on the membership requirements to serve on the county's arts and cultural alliance and Ms. Coulson recognized the rotating term for the city to begin August 1, 2024 to July 31, 2025.
- viii. **Mayor – Boards/Committees**
  - **Lake County Museum Board Advisory Committee**  
Mayor Cheshire referred to the October 31, 2018 letter from Lake County District 4 Commissioner Leslie Campione, as liaison to the Lake County Museum Board, where she is seeking assistance with the creation of its advisory committee; a copy of which his filed with the supplemental papers to the minutes of this meeting.  
  
Mayor Cheshire encouraged anyone interested to serve, to submit their applications which would be forwarded on to the county.
  - **City 100<sup>th</sup> Centennial Celebration Committee**  
Ms. Coulson recognized that the city was incorporated in December 1925 where the city will be approaching its 100<sup>th</sup> year anniversary; believed it to be prudent to start planning for such events early and helpful to find someone who is passionate about the city's history to work with the whole community on celebrative events. She addressed the need to establish a committee to report to the city commission and anticipate receiving its endorsement to proceed.

After discussion, Mayor Cheshire addressed his concurrence and suggested that Ms. Geraci-Carver research further the city requirements as it relates to the creation of miscellaneous boards.

(c) **Resolution 2018-066 NPDES Program Coordination – FY 2018-19 - Agreement and Statement of Work**

Ms. Geraci-Carver read into the record proposed Resolution 2018-066, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT AND STATEMENT OF WORK BETWEEN THE CITY OF FRUITLAND PARK AND MARYANN KRISOVITCH FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PROGRAM FOR FISCAL YEAR 2018/2019; AND PROVIDING FOR AN EFFECTIVE DATE.

In response to questions posed by Vice Mayor Gunter and Commissioner Mobilian, Mr. La Venia addressed his intent to research whether the city would receive credits relating to the Consumptive Use Permit (CUP) recognizing the connection with the Town of Lady Lake's Water and Wastewater Treatment facility; addressed the need to comply with the process as the CUP permit expires in 2020 and noted that work is performed for The Villages where staff is currently working with Ms. Jennifer Bolling, CH2M Hill Companies Inc. (water conservation consultant retained by the city) in that regard.

Mayor Cheshire suggested that Commissioner Mobilian meet with Mr. La Venia who would provide more explanation on the subject issue.

Ms. Geraci-Carver, in answer to Commissioner Mobilian's inquiry, confirmed that she will provide him with a copy of the CUP.

After discussion, **a motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-066.**

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

(d) **Resolution 2018-067 Fire Assessment Program Annual Maintenance – FY 2019-20 – GSG Proposal**

Ms. Geraci-Carver read into the record proposed Resolution 2018-067, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA ACCEPTING THE FIRE



GOVERNMENT SERVICES GROUP INC.'S FIRE ASSESSMENT PROGRAM ANNUAL MAINTENANCE SERVICES SCOPE OF SERVICES FROM GSG, INC., FOR FY 2019-20; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

After discussion and **on motion of Commissioner Bell, seconded by Vice Mayor Gunter and unanimously carried, the city commission postponed its action to adopt Resolution 2018-067 as previously cited to a future meeting for more information.**

**(e) Resolution 2018-068 – Lawn and Landscaping Services TruGreen Contract Agreement**

Ms. Geraci-Carver read into the record proposed Resolution 2018-068, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AN AGREEMENT WITH TRUGREEN COMMERCIAL FOR FERTILIZING, WEED CONTROL AND TURF DAMAGING INSECT CONTROL SERVICES AT CITY HALL, FRUITLAND PARK LIBRARY, CALES RECREATION PARK AND SOCCER FIELD; PROVIDING FOR AN EFFECTIVE DATE

After discussion, **a motion was made by Commissioner DeGrave and seconded by Commissioner Bell that the city commission adopt Resolution 2018-068 as previously cited.**

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

**(f) Resolution 2018-071 FY 2018-19 Library Construction Budget Amendment**

Ms. Geraci-Carver read into the record proposed Resolution 2018-071, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2018/2019 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER BY \$30,000 TO TRANSFER FUNDS TO THE LIBRARY CONSTRUCTION BUDGET FROM CIP TO THE GENERAL FUND; TO INCREASE THE GENERAL FUND BUDGET BY \$30,000 AND INCREASE THE LIBRARY CONSTRUCTION FUND BUDGET BY \$55,000 PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2018-2019 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

After Mr. La Venia gave a background on the subject proposed resolution, at Mayor Cheshire's request, he addressed the need to include gutters on the library building for approximately \$5,000 and recalled the city commission's adoption of Resolution 2018-063 for Fruitland Park Library Gutters at its October 11, 2018 regular meeting utilizing stormwater funds.

Following further discussion, **a motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission adopt Resolution 2018-071 as previously cited.**

Subsequent discussions ensued and **Mayor Cheshire called for a roll call vote on the motion with the city commission members voting as follows:**

<b>Commissioner Mobilian</b>	<b>No</b>
<b>Commissioner Bell</b>	<b>Yes</b>
<b>Commissioner DeGrave</b>	<b>Yes</b>
<b>Vice Mayor Gunter</b>	<b>Yes</b>
<b>Mayor Cheshire</b>	<b>Yes</b>

**The motion was declared carried on a four to one (4-1) vote.**

**(g) Resolution 2018-070 - Payment Processing Services – Government Merchant Agreement - Forte Payment Systems Inc.**

Ms. Geraci-Carver read into the record proposed Resolution 2018-070, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ACCEPTING THE PAYMENT PROCESSING AGREEMENT BETWEEN FORTE PAYMENT SYSTEMS, INC. AND THE CITY OF FRUITLAND PARK; PROVIDING FOR AN EFFECTIVE DATE.

After discussion, **a motion was made by Commissioner DeGrave and seconded by Commissioner Bell that the city commission adopt Resolution 2018-070 as previously cited.**

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

**PUBLIC HEARING**

**By unanimous consent, Mayor Cheshire opened the public hearings at this evening's meeting.**

- (h) **First Reading and Public Hearing Ordinance 2018-023 – Line of Credit - USB**  
Ms. Geraci-Carver read into the record proposed Ordinance 2018-023, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A LINE OF CREDIT FROM UNITED SOUTHERN BANK AS OUTLINED IN A COMMITMENT LETTER DATED SEPTEMBER 6, 2018; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE LINE OF CREDIT; PLEDGING OUTSTANDING FEMA REIMBURSEMENTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on December 13, 2018)

Mr. La Venia gave a report on the approximate amount of \$127,000 received on November 7, 2018 from the United States Federal Emergency Management Agency (FEMA), Category A, Hurricane Irma cleanup reimbursement; anticipated the next reimbursement and payments to be received in the very near future and noted the line of credit cost with United Southern Bank (USB) to be nil to which Ms. Racine confirmed is not needed.

After discussion, **a motion was made by Commissioner DeGrave and seconded by Commissioner Bell that the city commission withdraw the application for a line of credit.**

**Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.** (Said application was stipulated in United Southern Bank's Commitment Letter dated September 6, 2018; therefore, aforementioned Ordinance 2018-023 was not approved.)

- (i) **First Reading and Public Hearing Ordinance 2018-022 – Electric Franchise Agreement - Extension**

Ms. Geraci-Carver read into the record proposed Ordinance 2018-022, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; APPROVING THE SECOND AMENDMENT TO FRUITLAND PARK'S ELECTRIC FRANCHISE AGREEMENT BETWEEN THE CITY OF LEESBURG, FLORIDA AND THE CITY OF FRUITLAND PARK TO EXTEND THE TERM OF THE FRANCHISE

AGREEMENT FIVE YEARS WITH AN EXPIRATION DATE OF DECEMBER 31, 2023; PROVIDING FOR CERTAIN TERMS AND CONDITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on December 13, 2018)

After discussion, Mayor Cheshire questioned the City of Leesburg's electric franchise rates in comparison with other local providers and whether there would be a difference within the five years, to which Ms. Geraci-Carver agreed with Commissioner Bell's reference on the need to purchase same at that time but consider another extension.

Vice Mayor Gunter recalled the city commission's previous position in opting out of the purchase of the electric system from the City of Leesburg and pointed out its review in 2007 of utility vendors' presentations and the study conducted (by WHH Enterprises) on the electric municipalization evaluation outlining the costs and services, if the City of Fruitland Park acquires same.

Following much discussion, Commissioner Bell suggested that the city commission conduct an audit as it relates to the electric franchise agreement and the transfer of funds for infrastructure improvements.

Mr. La Venia, in response, voiced his concurrence and recommended the need to conduct the audit immediately to reduce the rates and provide the underground infrastructure currently in the City of Leesburg, that is not implemented for the City of Fruitland Park within said time period.

After further discussion and after Ms. Geraci-Carver described the second amendment, Mr. La Venia addressed the plan to include same.

**A motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission approve Ordinance 2018-022 as previously cited.**

Mayor Cheshire called for the public to be heard.

Mr. Carl Yauk, The Villages of Fruitland Park (VOFP) resident, referred to the provisions within the enacted 1983 electric franchise agreement reflecting a franchise fee of 8%, the City of Fruitland Park's provision of an additional tax and another fee charged for processing payments. He recommended that the city commission commit, within a period of time, with reviewing and proceeding with other companies and exploring potential costs and not extend the agreement to an additional five years. Mr. Yauk reported on his review of other utility providers' franchise fees and his discussions with state agencies and public service

commission representatives. He recognized that the franchise fee is not a fixed number which could potentially change.

After discussion, Mr. Vance Jochim, City of Tavares resident, recalled the City of Leesburg's public hearing process (2013) on staff's recommendation to purchase smart-grid electrical meters for all residential properties which failed and believed, as an experienced auditor, that the city may be bearing the cost for such a decision whereby an audit could have been conducted years ago.

In response to several questions posed by Mr. Don Brozick, VOFP resident, Ms. Geraci-Carver outlined the subject agreement's five-year deadline provision for the City of Fruitland Park, who is committed to use the City of Leesburg, to purchase its electric system; the extension of same to the year 2043 where the city would need to accomplish the purchase by December 2019 and the advantage of utilizing the option.

Following extensive discussions and **by unanimous consent, Mayor Cheshire closed the public hearing.**

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

**(j) Second Reading and Public Hearing - Ordinance 2018-019 Definitions and Interpretations – Commercial Parking**

It now being the time advertised to hold public hearing to consider the enactment of proposed Ordinance 2018-019 and after Ms. Geraci-Carver read into the record the following title, Mayor Cheshire called for the public to be heard:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; TO AMEND THE DEFINITION SECTION OF CHAPTER 151; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT, PROVIDING FOR CONFLICTS AND SEVERABILITY; AND AN EFFECTIVE DATE. (The first reading was held on October 11, 2018.)

After discussion and **on motion of Vice Mayor Gunter, seconded by Commissioner Bell and unanimously carried, the city commission continued its actions on proposed Ordinance 2018-019 as previously cited to the December 13, 2018 regular meeting at staff's request.**

### QUASI-JUDICIAL PUBLIC HEARING

**(k) Second Reading and Quasi-Judicial Public Hearing - Ordinance 2018-021 – Rezoning Petitioner: Larry Smith Trustee**

It now being the time advertised to hold public hearing to consider the enactment of proposed Ordinance 2018-021 and after Ms. Geraci-Carver read into the record the following title, Mayor Cheshire called for the public to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 0.75 ± ACRES OF THE PROPERTY FROM RESIDENTIAL PROFESSIONAL (RP) TO NEIGHBORHOOD COMMERCIAL (C-1) 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 October 11, 2018.)

**On motion of Commissioner DeGrave, seconded by Commissioner Bell and unanimously carried, the city commission continued its actions on proposed Ordinance 2018-021, as previously cited, to the December 13, 2018 regular meeting at staff's request.**

### END OF QUASI-JUDICIAL PUBLIC HEARING

## 9. OFFICERS' REPORTS

**(a) City Manager**

**i. Stop Sign – Olive and Mirror Lake Drive**

Due to previous complaints received from residents, Mr. La Venia gave a report on the recent repaving of Mirror Lake Drive and the plan to restripe same. He relayed the suggestion to institute a stop sign on Mirror Lake Drive where he described the location in question; addressed the need to conduct a traffic study which is being implemented by Interim Police Chief Luce and recommended the city commission's consideration of the results once they are received.

Mr. La Venia mentioned other intersections within the city which needs to be considered for a three-way stop sign and suggested that Interim Police Chief. Luce review same and provide his recommendations.

**ii. Annual Governmental Days**

Mr. La Venia commended Mayor Cheshire, Mses. Coleman, Kolcun, Mr. Bogle, and the police department staff who were involved with the 23<sup>rd</sup>

Annual Government Day event that was held on November 3, 2018 at The Villages Community Development District, Dwight D. Eisenhower Regional Recreation Center.

**iv. Police Department Vehicle Purchase**

After Mr. La Venia noted the plan to purchase a detective vehicle using impact fees, Interim Police Chief Luce addressed the need for the police department's investigator to utilize a road patrol vehicle (2019 Ford Fusion) for under \$21,000.

After discussion, Ms. Racine responded, in the affirmative to Commissioner DeGrave's question, that the amount in question is included in the FY 2018-19 budget.

Following further discussion and upon Commissioner DeGrave's suggestion, **the city commission, by unanimous consent, directed staff to provide more information with three prices on the police vehicles for consideration on the December 13, 2018 regular agenda.**

After discussion, **the city commission, by unanimous consent, agreed (with the city manager's concurrence) to allow Commissioner DeGrave to call and meet with Interim Police Chief Erik Luce in order for him to be better acquainted with the police department.**

**v. Vacation**

Later in the meeting, Mr. La Venia announced that he will be away on vacation on November 26 to December 5, 2018.

**(b) City Attorney**

Ms. Geraci-Carver announced that she has no developments with the following notices of claim.

**(i) Notice of Claim – James Hartson**

**(ii) Notice of Claim – Larry Odum**

**10. PUBLIC COMMENTS**

There were no comments from the public at this time.

**11. COMMISSIONERS' COMMENTS**

**(a) Commissioner Mobilian – 2018 Newly Elected Officials**

Commissioner Mobilian expressed his gratitude to Ms. Coulson for guiding him through the election process. He explained that he is excited to be part of the city commission; extended congratulations to Commissioner DeGrave on his election and indicated that he hoped that he does not disappoint anyone in his district.

**(b) Commissioner DeGrave – 2018 Newly Elected Officials**

In sharing the same sentiments, Commissioner DeGrave explained that he is excited to be serving on the city commission where he is looking forward to the next four years; thanked those who had been involved and expressed his appreciation to Commissioner Mobilian and Ms. Coulson.

**(c) Commissioner Bell – 2018 Newly Elected Officials**

Commissioner Bell welcomed the newly appointed commissioners.

**(d) Vice Mayor Gunter, Jr.**

**(i) 2018 Newly Elected Officials**

Vice Mayor Gunter extended congratulations to the new elected officials recognizing that they are representing the entire city and anticipated that they will perform well in their duties.

**(ii) FEMA**

Vice Mayor Gunter expressed his satisfaction with FEMA's quick release of the Hurricane Irma cleanup reimbursement and after he acknowledged the representative who acted on its behalf, Ms. Racine recognized the efficient process.

**(iii) FBC Groundbreaking**

Later in the meeting, Vice Mayor Gunter gave a report on the groundbreaking event that was held on November 7, 2018 at the First Baptist Church Village Park (FBC) and relayed FBC Mr. Art Aryis' appreciation to the city for moving the project forward.

**12. MAYOR'S COMMENTS**

**(a) 2018 Newly Elected Officials**

Mayor Cheshire extended congratulations to the newly appointed elected officials.

**(b) Boards/Committees/Workshops**

**(i) LDRs**

After Mayor Cheshire addressed the need to conduct a workshop to review the land development regulations (LDRs), Mr. La Venia relayed the willingness of Mr. Greg Beliveau, LPG Urban and Regional Planners (land use planners retained by the city), to conduct more than one workshop.

**(ii) EDC**

In response to Mayor Cheshire's reference regarding economic development, Mr. La Venia referred to proposals previously received from various companies and addressed the plan to hold discussions in the near future with the respective consultants.

Mayor Cheshire relayed his viewing of realtor.com which featured "Florida Castle Creates a 'Frenzy' and Lands on Top of Most Popular Homes" where



the property in Fruitland Park was trending in first place and was the most watched house nationally in the entire country; a copy of which is filed with the supplemental papers to the minutes of this meeting.

Mayor Cheshire suggested establishing an Economic Development Council or Board with citizens and existing city businesses, who possess the knowledge and desire, to serve on same, provide input and assist the city with the process.

**(iii) Fire Department**

Mayor Cheshire stressed the need to hold a meeting or discussion regarding the future of the fire department; recalled the city commission's previous discussions on whether it would be feasible and recognized the department's capability of submitting reasons why it is economically feasible.

**(b) Dates to Remember**

Mayor Cheshire announced the following dates:

- November 9, 2018, Movie on the Lawn *Jurassic World*, City Hall (front lawn) at 6:00 p.m.  
Mayor Cheshire relayed the report from Parks and Recreation Director Michelle Yoder that the October 12, 2018 Movie on the Lawn had 291 people in attendance.
- Although city hall will be closed on November 12, 2018 for Veterans Day, Mayor Cheshire recognized that the Veterans' Day Ceremony to be observed on November 11, 2018 will be held at 11:00 a.m. outside city hall.
- November 16, 2018, LCLC *Election of Officers*, Lake Receptions 4425 North Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m. Mayor Cheshire recognized that Commissioner Bell has served as president of the LCLC for 2018.
- November 19, 2018, Lake County Arts and Cultural Alliance, Mount Dora Center for the Arts, 138 East 5 Avenue, Mount Dora, Florida 32757 at 3:00 p.m.
- November 22, 2018, city commission regular meeting – cancelled.
- November 22, 2018 – Thanksgiving Day - city hall closed.
- November 23, 2018 – Day After Thanksgiving – city hall closed
- November 30, 2018 *Holiday Party* – Community United Methodist Church, 309 College Avenue, Fruitland Park, Florida 34731 at 7:00 p.m.

- December 5, 2018 LS-MPO Governing Board Meeting, 225 West Guava Street, Lady Lake, Florida 32159 at 2:00 p.m. to be attended by Commissioner Mobilian.
- December 7, 2018, Hometown Christmas at 5:30 p.m.
- December 13, 2018, Lake County School Board Annual School Concurrency Meeting, Lake County District Office Board Room, 201 West Burleigh Boulevard, Tavares, Florida 32778 at 10:00 a.m. to be attended by Vice Mayor Gunter.

Later in the meeting, Vice Mayor Gunter relayed the message received on November 7, 2018, from Heritage Community Church regarding its invitation to the city to attend the December 13, 2018 Christmas Luncheon which they are currently working on, Mayor Cheshire responded that Ms. Coulson would disseminate the information.

- December 13, 2018, city commission regular meeting.
- December 14, 2018, LCLC *Year-End Wrap-up*, Lake Receptions 4425 North Highway 19-A, Mount Dora, Florida 32757 at 12:00 p.m.
- December 15, 2018, Sixth Annual Wreaths Across America Ceremony, Shiloh Cemetery, Fruitland Park at 12:00 p.m.
- December 24, 2018, Christmas Eve - city hall closed.
- December 25, 2018, Christmas Day - city hall closed.
- December 27, 2018, city commission regular meeting – cancelled.
- January 1, 2019, New Year’s Day – city hall closed.

**13. ADJOURNMENT**

**The meeting adjourned at 8:30 p.m.**

The minutes were approved at the January 24, 2019 regular meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, City Clerk

Signed \_\_\_\_\_  
Chris Cheshire, Mayor



**AGENDA ITEM  
NUMBER  
5a**

5

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Resolution 2019-003 - Gardenia Park Phase III Grant Contract - FRDAP Project # A19161			
<b>For the Meeting of:</b>	January 24, 2019			
<b>Submitted by:</b>	City Manager/Parks and Recreation Director			
<b>Date Submitted:</b>	January 4, 2019			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Items:</b> Phase III FRDAP project grant funds to improve the skate park at Gardenia Park.				
<b>Action to be Taken:</b> Adopt Resolution 2019-003.				
<b>Staff's Recommendation:</b> Approval.				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor

**RESOLUTION 2019-003**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING DEP AGREEMENT NO. A19161 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF FRUITLAND PARK, FLORIDA TO PROVIDE FINANCIAL ASSISTANCE FOR GARDENIA PARK, PHASE III; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland applied for and was awarded financial assistance under the State of Florida DEP Recreation Development Assistance Program to further improve Gardenia Park; and

WHEREAS, the parties desire to set forth the terms and conditions of its agreement; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into DEP Agreement No. A19161.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- Section 1. DEP Agreement No. A19161 between the State of Florida DEP Recreation Development Assistance Program and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.
- Section 2. The Commission authorizes the Mayor to execute the Agreement.
- Section 3. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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

Mayor Cheshire \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Vice Chairman Gunter \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Bell \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner DeGrave \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)  
Commissioner Mobilian \_\_\_\_\_ (Yes), \_\_\_\_\_ (No), \_\_\_\_\_ (Abstained), \_\_\_\_\_ (Absent)

Approved as to form:

---

Anita Geraci-Carver, City Attorney



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor  
Carlos Lopez-Cantera  
Lt. Governor  
Noah Valenstein  
Secretary

December 20, 2018

Mr. Gary La Venia  
City Manager  
City of Fruitland Park  
506 West Berckman Street  
Fruitland Park, FL 34731



Re: **Gardenia Park Phase III  
FRDAP Project No. A19161**

Dear Mr. La Venia:

The attached contains the fully executed grant agreement for the above referenced project.

Please visit our website at <https://floridadep.gov/lands/land-and-recreation-grants>, to read and familiarize yourself with the FRDAP Administrative Rule, the required Commencement Documentation Checklist, as well as the Project Status Report Form. This information has been provided on the website for your review, as it will be extremely helpful and ensures compliance with the administrative requirements of this grant.

In addition, the Project Completion Documentation Checklist and the Reimbursement Schedules can be found on our website when that time approaches.

### Reminders:

1. Construction cannot begin until all project commencement documentation has been submitted and approved by this office. This process should be completed 180 days from the execution of your grant agreement by **June 20, 2019**. Once again, the **commencement checklist** and other forms may be found at <https://floridadep.gov/ooo/land-and-recreation-grants> under **FRDAP Commencement Forms**.
2. Quarterly status reports are required - **January 5, May 5, and September 5**. Please be sure to summarize work accomplished, problems encountered (if any), and provide color photographs of development progression.
3. The Department will not process your reimbursements request until the Grantee completes the project and staff reviews and approves all Completion Documentation and the final as-built product.
4. The project should be completed before the completion date set forth in the grant agreement **April 30, 2021** and all reimbursement requests and closeout documents submitted within sixty days after completion.

Page Two  
December 20, 2018

If you have any questions, please contact our office at (850) 245-2501. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Tamika Bass". The signature is written in a cursive, flowing style.

Tamika Bass  
Community Assistant Consultant  
Land and Recreation Grants Section  
Florida Department of Environmental Protection  
Mail Station #585

Attachment (1)



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Gardenia Park Phase III** Agreement Number: **A9161**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Fruitland Park** Entity Type: **A Local Government**

Grantee Address: **506 West Berckman Street, Fruitland Park, FL 34731** FEID: **59-6031169** (Grantee)

3. Agreement Begin Date: **July 1, 2018** Date of Expiration: **June 30, 2021**

4. Project Number: **A19161** Project Location(s): **201 W. Berckman Street, Fruitland Park, FL 34731**  
(If different from Agreement Number)

Project Description: **Skateboard park renovations, grant writing, administration, engineering and property survey.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$50,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>Line Item No. 1686A, GAA, FY 2018-2019</b>	<b>\$50,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$50,000.00</b>

6. Department's Grant Manager Name: <b>Tamika Bass</b> or successor	Grantee's Grant Manager Name: <b>Mr. Gary La Venia</b> or successor
Address: <b>3900 Commonwealth Blvd MS# 585 Tallahassee, FL 32399</b>	Address: <b>506 West Berckman Street Fruitland Park, FL 34731</b>
Phone: <b>850-245-2501</b>	Phone: <b>352-360-6727</b>
Email: <b>tamika.bass@floridadep.gov</b>	Email: <b>glavenia@fruitlandpark.org</b>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) \*Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements for Grants
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Additional Exhibits (if necessary):



8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

<b>City of Fruitland Park</b>	<b>GRANTEE</b>
Grantee Name	
By <u>Michelle Yoder</u> (Authorized Signature)	12-17-18 Date Signed
<u>Michelle Yoder</u> Recreation Director	
Print Name and Title of Person Signing	

<b>State of Florida Department of Environmental Protection</b>	<b>DEPARTMENT</b>
By <u>Callie DeHaven</u> Secretary or Designee	12/20/2018 Date Signed
<u>Callie DeHaven, Director Division of State Lands - DEP</u>	
Print Name and Title of Person Signing	

Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

## **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

## **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.



**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect,

and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.



## 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

## 13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it

has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to



other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department



may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. A9161**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Gardenia Park Phase III. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Travel.**

Additional compensation for travel is not authorized under this Agreement.

**6. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**7. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**8. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## 9. Insurance Requirements

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

## 10. Quality Assurance Requirements.

There are no exceptional Quality Assurance requirements under this Agreement.

## 11. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## 12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## 13. State-owned Land.

The work will not be performed on State-owned land.

## 14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## 15. Additional Terms.

None.

**ATTACHMENT 3  
GRANT WORK PLAN  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Project Name: Gardenia Park Phase III  
Grantee Name: City of Fruitland Park  
FRDAP Project # A19161

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY18/19 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 201 W. Berckman Street, Fruitland Park, FL 34731 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

**Retroactive Project.**

This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a "Retroactive Project."

**Project Completion:** The Project Completion Date for this Agreement is April 30, 2021.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	\$50,000.00
<b>Required Grantee Match Amount:</b>	\$0
<b>Total Estimated Project Cost:</b>	\$50,000.00
<b>Match Ratio:</b>	0%



Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p><b>TASK 1</b></p> <p><b>1.A.</b> Development of Commencement Documentation Checklist (DRP-107)<sup>1</sup>.</p> <p><b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p><b>DELIVERABLE 1</b></p> <p>The Department will issue "Notice to Commence" upon receipt and approval of:</p> <p><b>1.A.</b> All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p><b>1.B.</b> A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p><b>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</b></p>	<p>180 calendar days after Execution of Agreement<sup>2</sup></p>	<p>The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p><b>TASK 2</b></p> <p><b>2.A.</b> Development of Primary and Support Project Elements, which includes: <b>Skateboard park renovations, grant writing, administration, engineering and property survey.</b></p> <p><b>2.B.</b> Development of Completion of Documentation Checklist (DRP-111).</p> <p><b>2.C.</b> Completion of Final Status Report (DRP-109).</p>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p><b>2.A.</b> Development of required Project Elements.</p> <p><b>2.B.</b> All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p><b>2.C.</b> Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the</p>	<p>Due April 30, 2021, which shall also be the Project Completion Date<sup>3</sup></p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>



Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
---	--	--

**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

**Endnotes:**

1. FRDAP documentation is available at <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).



4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000



Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1686A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from Florida Forever Trust Fund	2018-2019	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

<b>Total Award</b>					<b>\$50,000.00</b>	
--------------------	--	--	--	--	--------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM SPECIFIC REQUIREMENTS**

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**

**ATTACHMENT 6**

**1. Project Submittal Forms.**

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>, or by contacting the Department's Grant Manager.

**2. Notice to Commence.**

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of the executed subcontract to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** The Grantee shall commence Task Performance **within 180 days** after the "Notice to Commence" is issued by the Department unless extended by the Department for good cause. Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

**3. Project Completion.**

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

**4. Project Completion Certification.**

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

**5. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:**

**a. Reimbursement for Costs.**

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

- i. Pre-Agreement Expenses.** Pursuant to Subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of



the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

6. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
  - k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
  - l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
7. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
  - h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP Program Funds.
8. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

**Status Reports.**

  - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
  - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
9. **Site Dedication.**
  - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
  - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.
10. **Management of Project Sites.**
  - a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
  - b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in the Agreement. If the

Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62S-2.070(37), F.A.C. This Agreement is not transferable.

**11. Procurement Requirements for Grantee.**

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

**12. Signage.**

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

**13. Termination and Ineligibility.**

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

**14. Conversion.**

This Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**Florida Department of Environmental Protection**

**EXHIBIT A**  
**Land and Water Conservation Fund Program**  
**Florida Recreation Development Assistance Program**  
**Recreational Trails Program**  
**Project Status Report**

Required Signatures: **Adobe Signature**

---

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Sponsor: \_\_\_\_\_

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

**PROVIDE PHOTOS OF WORK IN PROGRESS**

**PRIMARY FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed



**SUPPORT FACILITIES/ELEMENTS:**

Project Elements	Work Accomplished	% Completed

**PROBLEMS ENCOUNTERED:**

Period Covered (Check Appropriate Period):

January through April:

Due May 5<sup>th</sup>

May through August:

Due September 5<sup>th</sup>

September through December:

Due January 5<sup>th</sup>

LIAISON: \_\_\_\_\_  
Signature

\_\_\_\_\_ Date



Florida Department of Environmental Protection

**EXHIBIT C**  
**PAYMENT REQUEST SUMMARY FORM**  
 Land and Water Conservation Fund Program Florida  
 Recreation Development Assistance Program  
 Recreational Trails Program

Required Signatures: **Adobe Signature**

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

Grantee \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Billing Period: \_\_\_\_\_

Billing #: \_\_\_\_\_

DEP Division: \_\_\_\_\_

DEP Program: \_\_\_\_\_

	Project Costs This Billing	Cumulative Project Costs
<b>Contractual Services</b> DRP-116		
<b>Grantee Labor</b> DRP-117		
<b>Employee Benefits</b> ( _____ % of Salaries)		
<b>Direct Purchases: Materials &amp; Supplies</b> DRP-118		
<b>Grantee Stock</b> DRP-120		
<b>Equipment</b> DRP-119		
<b>Land Value</b>		
<b>Indirect Costs</b> (15% of Grantee Labor)		
<b>TOTAL PROJECT COSTS</b>	\$ _____	\$ _____

**CERTIFICATION:** I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

\_\_\_\_\_  
**Project Administrator**

\_\_\_\_\_  
**Date**

**CERTIFICATION:** I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

\_\_\_\_\_  
**Project Financial Officer**

\_\_\_\_\_  
**Date**

---

**DEP USE ONLY**

STATE FUNDING PARTICIPATION: \_\_\_\_\_ %

Total project costs to date	\$
State Obligation to date	\$
State retainage ( _____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

\_\_\_\_\_  
DEP Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Date



**AGENDA ITEM  
NUMBER  
5b**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Fire Inspector Discussion		
<b>For the Meeting of:</b>	January 24, 2019		
<b>Submitted by:</b>	City Manager		
<b>Date Submitted:</b>	January 10, 2018		
<b>Are Funds Required:</b>		Yes	<input checked="" type="checkbox"/> No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Items:</b>			
Fire inspector proposals addressed at the January 10, 2019 regular meeting are attached.			
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the Regular agenda: \_\_\_\_\_  
Mayor



## AGREEMENT

This Agreement is made and executed on this 7<sup>th</sup> day of September, 2016, by and between the **TOWN OF LADY LAKE**, a Florida Municipal Corporation organized and existing under the laws of the State of Florida, having its principal office at 409 Fennell Boulevard, Lady Lake, FL 32159, herein referred to here as "Town", and **KERRY BARNETT FIRE SAFETY CONSULTING, LLC**, a limited liability corporation, organized and existing under the laws of the State of Florida, having its principal office at 43951 CR 54E, Kathleen, FL 33849.

### Recitals

Kerry Barnett Fire Safety Consulting, LLC is pleased to present the Town of Lady Lake with this proposal for fire inspection services. We understand the situation the Town is in by not having the ability to provide adequate and timely inspection and plan review related services on a full time basis and also recognize the unique opportunity to fulfill that service.

Having a full understanding of the inspection and plan review requirements within the State of Florida, Kerry Barnett Fire Safety Consulting, LLC is confident that its proposed service will effectively handle the Town's needs. The goal is to provide fire prevention practices and strategies by conducting fire inspections for both new and existing occupancies along with plan review and consultation on an hourly basis.

The unique ability of Kerry Barnett Fire Safety Consulting, LLC to educate business owners and occupants of the Florida Fire Prevention Code and the successful track record of Kerry Barnett as a fire marshal for approximately ten years, along with contacts within the fire marshal and inspector profession throughout the State, makes Kerry Barnett Fire Safety Consulting, LLC an enviable partner in this project. Kerry Barnett Fire Safety Consulting, LLC looks forward to forming a mutually rewarding relationship with the Town of Lady Lake.

### Services that will be Provided:

- Act as the Town's Fire Safety Inspector as defined in Chapter 633, FS., and conduct all fire safety inspections required by law as provided in §633.216 FS.
- Consultation
- Plan Review
- Commercial Checks
- Annual Inspection - based on Florida Statutes Chapter 633 (those required on annual basis) and then all other businesses, as directed by Director of Public Safety
- Construction Inspections (tied to plan review)
- Attendance at Commission Meetings (if requested, when available)
- Attendance at Site Plan Meetings (if requested, when available)
- Assist businesses with Action Plans

**Certifications/Licenses.** Kerry Barnett Fire Safety Consulting, LLC and Inspector Kerry Barnett have obtained and will renew all certifications and licenses required and necessary to fulfil their duties under Chapter 633 F.S., and this Agreement, or will obtain such certifications and licenses prior to initiating any services for the Town.

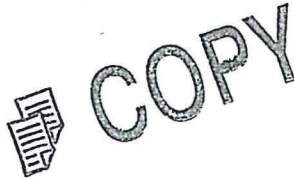


**Identification of Needs.** Kerry Barnett Fire Safety Consulting, LLC understands the requirements to be as such.

**Legal Requirements:**

- To serve the Town of Lady Lake as its contract Fire Safety Inspector as approved per this Agreement and as required by Chapter 633, F.S. To conduct fire-safety inspections and enforce the Florida Fire Prevention Code per Florida Statutes Chapter 633.
- To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute Chapter 633.
- To attend Council meetings and/or other meetings with Town of Lady Lake, as need or requested, if available.

**General Requirements:**



- Conduct annual fire safety inspections.
- Conduct commercial checks.
- Conduct plan review for new construction and building rehabilitation projects.
- Meet with contractors of permitted jobs or proposed jobs, as needed.
- Attend related meetings with the Town associated with fire safety inspections and/or plan review.
- Provide copies of all inspections and plan review correspondence to the Town.
- Comply with Florida's Public Records Act as follows:
  - a. Kerry Barnett Fire Safety Consulting, LLC shall keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the service. All records, books, and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and especially F.S. 119.0701, and shall be kept by Kerry Barnett Fire Safety Consulting, LLC in compliance thereof.
  - b. At no additional cost to the Town, Kerry Barnett Fire Safety Consulting, LLC shall provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the cost provided in Chapter 119 FS or as otherwise provided by law. **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 (352) 751-1501, or via e-mail at nslaton@ladylake.org, 409 Fennell Boulevard, Lady Lake, FL 32159.**
  - c. Kerry Barnett Fire Safety Consulting, LLC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Kerry Barnett Fire Safety Consulting, LLC shall meet all requirements for retaining public records, and transfer at no cost to the Town, all public records in possession of the Kerry

Barnett Fire Safety Consulting, LLC upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

**COPY**

**Schedule of Fees and Charges:**

Kerry Barnett Fire Safety Consulting, LLC shall bill the Town \$85 per hour plus a one-way trip charge (1.5 hours at hourly rate), with time plus one-half for services required by the Town after 5:00 PM and on Sundays for the following services:

- a. To conduct fire safety inspections and enforce the Florida Fire Prevention Code per Florida Statute 633.
- b. To review plans to ensure construction complies with the Florida Fire Prevention Code and consult with contractors for new commercial construction and building rehabilitation projects as per Florida Statute 633.
- c. To attend Council meetings and/or other meetings with Town of Lady Lake, as needed or requested, if available.
- d. Construction Inspections

In the event that additional services not discussed herein are to be provided, that charge shall be the same, or Kerry Barnett Fire Safety Consulting, LLC shall contact the Town Manager and agree on a different rate, in writing.

**Other Requirements:**

- Provide owner/occupant of the inspected occupancy a written inspection report that lists the violations found and time frame to comply.
- Keep an accurate file of occupancies of inspections conducted for the Town of Lady Lake.
- To review all commercial related plans to see if there is concerns for a life safety review; if so, check for fire safety compliance and provide a plan review comment sheet to the contractor who submitted plans for permitting.
- Keep an accurate file on each construction project and sign off once completed.
- Provide a written record of all time spent while conducting any of the fore mentioned fire prevention practices to the Town of Lady Lake for payment of services provided. This documentation will be submitted at the end of each month.

**Existing Annual Inspections.** Annual inspections for the current existing occupancies may be conducted on Monday through Saturday between the times of 9:00 AM and 5:00 PM. Reports will be issued to the occupant upon completion of the inspection unless additional research on a particular code or codes has to be completed. If that is the situation, then the report will be delivered to the occupant the next day. Copies of these reports will also be given to the Town of Lady Lake. Any additional information required for the Town's billing for such services shall be provided.



Re-inspects for those occupancies that had violations will be completed upon the time frame given to comply based on the seriousness of violation. Normally a re-inspect is after 45 days and typically, those that involve fire protection systems and egress are considered a higher priority than something such as a storage related issue. If the Town of Lady Lake has a re-inspect schedule based on the violation type, that schedule will be used.

In the case of multiple violations that may cost the occupancy a considerable amount of money, an action plan shall be created by the occupant (based on priority) and submitted for the Town to review. Kerry Barnett Fire Safety Consulting, LLC will provide a copy of the action plan to the Town of Lady Lake for review, final approval, and recordkeeping.

**Plan Review.** Plans will be picked up by Kerry Barnett Fire Safety Consulting, LLC at the Town of Lady Lake Building Department or the Town of Lady Lake may mail plans directly to Kerry Barnett Fire Safety Consulting, LLC. Enough copies shall be submitted so that Kerry Barnett Fire Safety Consulting, Town of Lady Lake, the contractor of the project, and any other agency needing a copy on file will have available to them. All plans that must be reviewed will be completed within 14 calendar days. The plans will be stamped "reviewed", signed, and a comment sheet will be attached noting whether the plans passed or failed. As a plan examiner, plans are reviewed for compliance to the Florida Fire Prevention Code, Town Land Development Code, Florida Building Code, applicable NFPA Standards and Codes in concerns of life safety. Design and construction is left to the architects and engineers. Meetings can be set by either this authority or the contractor of the project to discuss any difference that could arise during the plan review process to ensure the project continues to move forward.

**Related Construction Inspections.** Inspections associated with a plan review shall be called into the Town of Lady Lake Building Department who will then notify Kerry Barnett Fire Safety Consulting, LLC of the requested date. A forty-eight (48) hour notice shall be given. This is to ensure scheduling can be completed. Kerry Barnett Fire Safety Consulting, LLC will then contact the requesting contractor and give a time that would be available on that date. Kerry Barnett Fire Safety Consulting, LLC will make every attempt to be available when needed, provided proper notice is given.

**Special Events & Outdoor Sales/ Activities.** On occasion, businesses have special events within the Town limits. These events may require permitting to hold these events. Based on the required permit, plan review and related inspections may be necessary. Kerry Barnett Fire Safety Consulting, LLC will provide these services. Based on the time frames and dates of these events, inspections may take place outside the normal work week and hour range.

**Backup Coverage.** In the event Kerry Barnett Fire Safety Consulting, LLC cannot make a scheduled inspection, Kerry Barnett Fire Safety Consulting may utilize another certified municipal fire safety inspector holding certifications sufficient to conduct the related fire safety inspection. This would be at the expense of Kerry Barnett Fire Safety Consulting, LLC.

**Related Costs and Payment Terms.** All tools and equipment, inspection and plan review manuals and literature used for conducting plan review or fire safety inspections will be at the expense of Kerry Barnett Fire Safety Consulting, LLC. General liability, as requested by Town of Lady Lake, will be carried by Kerry Barnett Fire Safety Consulting, LLC at the expense of Kerry Barnett Fire Safety Consulting, LLC. Vehicle maintenance, insurance and gas will also be



at the expense of Kerry Barnett Fire Safety Consulting, LLC. Uniform will consist of a golf style shirt and work pants. An identification badge will be required and worn during all inspections. The identification badge will be provided by the Town showing the fire safety inspector authority.

Kerry Barnett Fire Safety Consulting, LLC shall submit an itemized invoice of all time spent conducting inspections, plan reviews or attendance of any meetings to the Town of Lady Lake. Invoice will list the date, time, total hours and the names of the occupancy and/or contractor the inspection or meeting was completed with. A monthly cost will be at the bottom of the invoice.

**Indemnification.** Kerry Barnett Fire Safety Consulting, LLC shall defend, indemnify and hold harmless the Town and all of the Town's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Kerry Barnett Fire Safety Consulting, LLC, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Kerry Barnett Fire Safety Consulting, LLC recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Town when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Town in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Kerry Barnett Fire Safety Consulting, LLC of its liability and obligation to defend, hold harmless and indemnify the Town as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against Town by reason of any such claim, cause of action or demand, Planner shall, upon written notice from Town, resist and defend such lawsuit or proceeding by counsel satisfactory to Town or, at Town's option, pay for the Town Attorney or counsel selected by Town Attorney to defend Town. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary or prudent by the Town Attorney, any sums due to Kerry Barnett Fire Safety Consulting, LLC under this Contract may be retained by Town until all of the Town's claims for Indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Town. Nothing herein shall be construed to extend the Town's liability beyond that provided in section 768.28, Florida Statutes, or to in any way waive the Town's sovereign immunity protections. Furthermore, to the extent that the contractor is protected by sovereign immunity as a fire safety inspector contract agent for the Town under Chapter 633, and not diminishing the indemnification of the Town provided above, nothing in this Agreement is intended to waive such right to immunity by Kerry Barnett Fire Safety Consulting, LLC.

**Insurance.** Kerry Barnett Fire Safety Consulting, LLC shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with a certified copy, or copies, of said



insurance policies. The policies shall acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Kerry Barnett Fire Safety Consulting, LLC as required herein shall be considered, and Kerry Barnett Fire Safety Consulting, LLC agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Kerry Barnett Fire Safety Consulting, LLC as required herein.

Nothing herein shall be construed to extend the Town's liability beyond that provided in section 768.28, Florida Statutes.



Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A+ and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Lake County, Florida. Such policy or policies shall name the Town and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

**Commercial Liability Insurance.** A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premises and/or operations.
- Subcontracted planners, if any.
- Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

**Business Automobile Liability.** Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Kerry Barnett Fire Safety Consulting, LLC shall furnish to the Town Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state



that such insurance is as required by this Contract. Planner's failure to provide to the Town the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Planner is completed. All policies must be endorsed to provide the Town with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

**Professional Insurance.** Professional insurance (E & O) will not be required of Kerry Barnett Fire Safety Consulting, LLC due to protection through NFPA 1 incorporated into Florida law by Chapter 633, Florida Statutes. Nevertheless, in the event that a court of competent jurisdiction determines that the protection through NFPA 1 and Chapter 633, Florida Statutes, does not apply, the indemnification provided herein shall, nonetheless, apply to such claim.

**Status of Claim.** Kerry Barnett Fire Safety Consulting, LLC shall be responsible for keeping the Town currently advised as to the status of any claims made for damages against Kerry Barnett Fire Safety Consulting, LLC resulting from services performed under this Contract. Kerry Barnett Fire Safety Consulting, LLC shall send notice of claims related to work under this Contract to the Town. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses stated at the top of this Contract.


**Contract/ Termination.** This contract shall be for an initial term of either three (3) years with the availability of a one (1) year roll over, however, either party to this Agreement may terminate this Agreement, for any reason, with or without cause, with sixty (60) days of written notice to the other party. Roll over years are provided in this contract should the Town be satisfied with the performance of services provided by Kerry Barnett Fire Safety Consulting, LLC, therefore not requiring a bid process to take place again. Cost for services provided will remain the same through the life of the contract. Prior to the end of initial term of the contract, both parties shall meet to discuss the continuance through the roll over year(s). This shall be completed at least (30) thirty days prior to the end of the initial contract. Contract term will be yearly based on the date signed by all parties.

**Disclaimer of Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**Conflict with Laws.** In the event of a conflict between provisions in this Agreement and the provisions in any federal or state law, or any Town ordinance, resolution, rules and regulations or code, the parties shall first attempt to read the provisions in reasonable harmony, and if no agreement can be reached, the provision of federal law, then state law, then Town ordinance

(Code), resolution, rules & regulations shall prevail over the provisions in the Agreement, in that order.

**Saving Clause.** In the event that any portion of this Agreement shall be deemed by a court of competent jurisdiction to be unlawful or invalid, the parties shall first attempt to renegotiate the Agreement, but failing in agreement on replacement provisions, this Agreement shall terminate and the rights and duties of the parties shall cease, and the Town shall pay any undisputed remaining fees.

 COPY

**Laws of Florida to Govern / Venue/ Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Florida, and the proper venue shall be state court in Lake County, Florida, and the parties agree to waive any right to jury trial.


**Document is the Result of Mutual Draftsmanship.** The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms-length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

**Notice.** Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the addresses stated at the top of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

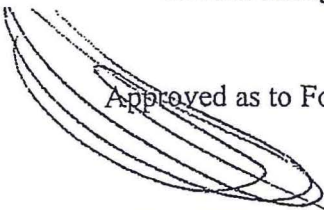
**TOWN OF LADY LAKE:**

**KERRY BARNETT FIRE SAFETY  
CONSULTING, LLC**

By:   
Kristen Kollgaard, Town Manager

By:   
Kerry Barnett, Authorized Member

Approved as to Form:



Derek Schroth, Town Attorney





***“Providing Safety & Solutions”***

**State License # 20001201**

---

---

**Proposal Number: 18 – 0923**  
**Proposal Date: December 24, 2018**  
**Customer: City of Fruitland Park**  
**Property Location: 506 W. Berckman St. Fruitland Park, Fla.**  
**Work Description: Annual Fire Inspection, Meetings and Plan Reviews.**

---

---

## **1.0 SCOPE OF WORK**

Florida Safety Systems will provide a Florida Certified Fire Inspector to the City of Fruitland Park for the following;

- Plan Review
  - Annual Inspections
  - Technical Review Committee
  - Special Call Outs
1. **PLAN REVIEW;** Plan reviews will be conducted either by e-mail (Drop Box) or on site at City Hall.
  2. **ANNUAL INSPECTIONS;** Annual Inspections will start in March of each year and continue until completed. A minimum of six (6) full days each month will be dedicated to annual inspections. All Annual Inspections will be completed by August 1<sup>st</sup> of each year. Re-Inspections will be conducted on an as needed basis. All record retentions will be conducted by Florida Safety Systems. The City of Fruitland Park will give inspections forms, with address labels at the beginning of the process. These will be turned in weekly to Fruitland Park as will a time sheet with the list of completed inspections. Florida Safety Systems and available upon request by Fruitland Park.
  3. **TECHNICAL REVIEW COMMITTEE;** All efforts will be made to have a representative of Florida Safety Systems at each meeting, first Tuesday of each month, 10:00AM.
  4. **SPECIAL CALL OUTS;** Florida Safety Systems will have a representative available to respond to any request by the Building Official, City Manager, Community Development Director, Police Chief or Fire Chief.

**Florida Safety Systems, LLC**  
**522 Hunt Club Blvd, #372 Apopka, FL 32703**  
**Phone: (407) 948-0079 \* Fax: (888) 869-2059**

**2.0 PROPOSAL PRICE**

- 1. Plan Review..... \$50.00 Per Hour
- 2. Annual Inspection..... \$50.00 Per Hour
- 3. TRC..... \$50.00 Per Hour, ½ Travel
- 4. Special Call Outs..... \$50.00 Per Hour, ½ Travel

Florida Safety Systems will provide an employee, employee uniform, vehicle and an Umbrella Insurance Policy of \$4,000,000.00.

**3.0 PAYMENT TERMS**

- 3.1 City of Fruitland Park will be invoiced 100% upon completion.

**4.0 TERMS**

- 4.1 This Proposal/Contract will stay in effect until cancelled by either party, with a 30-day notice.

**5.0 SIGNED AND DATED**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Florida Safety Systems, LLC –  
Todd Bengtson**

\_\_\_\_\_  
**Date**



**AGENDA ITEM  
NUMBER**  
**5c**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	November 2018 Financial Report		
<b>For the Meeting of:</b>	January 24, 2019		
<b>Submitted by:</b>	City Treasurer		
<b>Date Submitted:</b>	January 17, 2019		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>	Yes		
<b>Description of Item:</b> November 2018 financial report. The financial report shows revenues and expenses for all funds through November 30, 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 in the memorandum are as of December 31, 2018.			
<b>Action to be Taken:</b> Approve the November 2018 financial report.			
<b>Staff's Recommendation:</b> Approval.			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular  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: January 17, 2019  
 Subject: Year-To-Date Budget Report  
 For the period ending November 30, 2018

Attached is the November **Budget Report**, reflecting revenues and expenses through November 30, 2018. At the end of November, 16.7% of the fiscal year has lapsed. During the month of November, 401 invoices were processed totaling \$1,401,160. This included payments for Library construction totaling \$414,996, an insurance payment of \$143,466, and BB&T for Lady Lake Sewer Line loan payment of \$172,170..

<u>Revenue &amp; Expense Summaries of the General Fund are as follows:</u>						
	Revenue	%	Expenditures	%	Rev - Exp	
General Fund	\$ 1,035,613	13%	\$ 1,585,262	20%	\$ (549,650)	
Restricted Funds	\$ (355,370)	-5%	\$ (82,241)	-1%	\$ 273,129	
Grand Total	\$ 680,243	9%	\$ 1,503,021	19%	\$ (822,779)	
General Fund		Rev vs Exp	\$ (822,779)			

<u>Revenue &amp; Expense Summaries of the Utility Fund are as follows:</u>						
	Revenue	%	Expenditures	%	Rev - Exp	
Utility Fund	\$ 325,714	17%	\$ 315,462	16%	\$ 10,252	
Restricted Funds	\$ (90,098)	-5%	\$ -	0%	\$ 90,098	
Grand Total	\$ 235,616	12%	\$ 315,462	16%	\$ (79,846)	
Utility Fund		Rev vs Exp	\$ (79,846)			

<u>Revenue &amp; Expense Summaries of the City's various funds are as follows:</u>						
	Revenue	%	Expenditures	%	Rev - Exp	
General Fund	\$ 1,035,613	13%	\$ 1,585,262	20%	\$ (549,650)	
Redevelopment	\$ 97	0%	\$ 8,496	3%	\$ (8,398)	
Capital Projects	\$ 70,687	9%	\$ 18,000	2%	\$ 52,687	
Utility Fund	\$ 325,714	17%	\$ 315,462	16%	\$ 10,252	
Recreation Fund	\$ 7,720	9%	\$ 5,124	6%	\$ 2,597	
Grand Total	\$ 1,376,831		\$ 1,932,343		\$ (555,512)	

The General Fund revenues versus expenses (minus restricted) indicates a decrease of approximately (822,779) in unrestricted reserves at this point in time.

The Utility Fund revenues versus expenses (minus restricted) indicates a decrease of approximately (79.846) in retained earnings.

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

<b><u>General Fund</u></b>		<b><u>Utility Fund</u></b>	
Public Safety Fire	\$1,710,436	Sewer Line Construction	\$ 0
<u>Public Safety Police</u>	<u>\$912,167</u>	Sewer Impact	\$ 40,247
<b>Public Safety Total</b>	<b>\$2,622,604</b>	<u>Water Impact</u>	<u>\$651,770</u>
Storm water	\$343,037	Total Restricted	\$ 692,017
Building	\$2,169,605		
Police Forfeiture	\$ 3,373	<b><u>Other Funds</u></b>	
Paving/Resurfacing	\$ 50,000	Redevelopment	\$207,444
Cemetery	\$ 86,369	CIP	\$300,642
Police Education	\$ 658	Recreation	-( \$ 8,785)
Fire Fee Refunds	\$ 70,510	Rec 5k	\$ 1,397
<u>Police Donations</u>	<u>\$ 1,484</u>		
Total Restricted	\$5,347,640		

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

We have \$4.506 million in SBOA investments. The SBA investment summary shows all restricted fund balances at the end of September 2018. Please see the Investments attachment for details.

We have \$6.630 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-All accounts  
 Year to Date Budget – November 2018

**CITY OF FRUITLAND PARK**  
**NOVEMBER 2018**  
**YTD BUDGET REPORT SUMMARY - EXPENSES**

**NOVEMBER**  
**16.7%**

		Original	Tranfrs/ Adjstmnts	Revised	YTD	YTD	Available	%	%	Expend	Used	
		Budget		Budget	Expended	Encumb	Budget	Expended	Used	-Over	-Over	Expended
										Under	Under	
<b>GENERAL FUND</b>												
01511	LEGISLATIVE	66,737		66,737	8,923		57,814	13.4%	13.4%	3.3%	3.3%	Under
01512	EXECUTIVE	343,612		343,612	52,344		291,268	15.2%	15.2%	1.4%	1.4%	Under
01513	FINANCE	264,082		264,082	46,799	11,900	205,383	17.7%	22.2%	-1.1%	-5.6%	OVER
01514	LEGAL COUNSEL	84,400		84,400	8,063		76,337	9.6%	9.6%	7.1%	7.1%	Under
01519	OTHER GEN GOVT SERVICES	449,210		449,210	40,243	33,330	375,638	9.0%	16.4%	7.7%	0.3%	Under
01521	LAW ENFORCEMENT	2,152,092	5,492	2,157,584	414,027	67,460	1,676,097	19.2%	22.3%	-2.5%	-5.6%	OVER
01522	FIRE CONTROL	797,733		797,733	124,125	307,701	365,907	15.6%	54.1%	1.1%	-37.5%	Under
01524	BUILDING & ZONING	652,368		652,368	47,249		605,119	7.2%	7.2%	9.4%	9.4%	Under
01534	SOLID WASTE	506,888		506,888	41,521		465,367	8.2%	8.2%	8.5%	8.5%	Under
01538	STORMWATER MANAGEMENT	122,775		122,775	0		122,775	0.0%	0.0%	16.7%	16.7%	Under
01541	ROAD & STREET	474,624		474,624	45,417		429,207	9.6%	9.6%	7.1%	7.1%	Under
01571	LIBRARY	714,576	65,000	779,576	708,146	259,340	-187,910	90.8%	124.1%	-74.2%	-107.4%	OVER
01572	MUNICIPAL POOL	121,375		121,375	4,040		117,335	3.3%	3.3%	13.3%	13.3%	Under
01573	PARKS/RECREATION MAINT	266,334		266,334	21,613		244,721	8.1%	8.1%	8.6%	8.6%	Under
01574	RECREATION	259,724	-5,000	254,724	22,754		231,970	8.9%	8.9%	7.7%	7.7%	Under
01581	TRANSFER TO RESERVE	460,000		460,000	0		460,000	0.0%	0.0%	16.7%	16.7%	Under
FUND 001	TOTAL GENERAL FUND	7,736,530	65,492	7,802,022	1,585,262	679,731	5,537,029	20.3%	29.0%	-3.7%	-12.4%	OVER

		Original	Tranfrs/ Adjstmnts	Revised	YTD	YTD	Available	%	%	Expend	Over	
		Budget		Budget	Expended	Encumb	Budget	Expended	Used	-Over	Under	Expended
										Under	Under	
<b>UTILITY FUND</b>												
40533	WATER	907,685		907,685	113,433	5,950	788,302	12.5%	13.2%	4.2%	3.5%	Under
40535	SEWER	1,015,302		1,015,302	202,049	5,950	807,303	19.9%	20.5%	-3.2%	-3.8%	OVER
40581	INTERFUND TRANSFERS TO GF	0		0	0		0	0.0%	0.0%	16.7%	16.7%	Under
FUND 400	TOTAL UTILITY FUND	1,922,987	0	1,922,987	315,482	11,900	1,595,605	16.4%	17.0%	0.3%	-0.4%	Under

Florida State Board of Administration Investments

AS OF: November 30, 2018

<u>30-Nov-18</u>		Previous Balance	Deposits	Withdrawal	Audit Entry	SBA Interest	Due T/F	Ending Balance
<b>General Fund-01000</b>								
15100	<b>Unrestricted</b>	-281,494.01				7,951.99	322,740.39	49,198.37
	<b>Restricted</b>							
15140	Cemetery	87,341.38						87,341.38
15122	Building Dept (-750,000)	1,187,909.31						1,187,909.31
15117	Police Impact	915,684.07						915,684.07
15118	Fire Impact	1,677,161.38						1,677,161.38
15110	Police Education (2nd \$)	503.54						503.54
15111	Police Drug Forfeiture	3,373.38						3,373.38
15113	Police Automation	0.00						0.00
15119	Police Donation	1,224.85						1,224.85
15125	Stormwater	330,802.84						330,802.84
15130	Paving	50,000.00						50,000.00
<b>Redevelopment Trust Fund-20000</b>								
15100	Redevelopment	-76,539.38				-154.71	-5,275.60	-81,969.69
	<b>Unrestricted</b>	-750.00						-750.00
<b>General CIP/Infrastructure- 30000</b>								
15112	Infrastructure	81,076.35				162.31	52,255.01	133,493.67
	<b>Unrestricted</b>	0.00						0.00
<b>Utility Fund - 40000</b>								
15100	<b>Unrestricted</b>	-237,177.66		7.99		867.91	-365,624.78	-601,942.52
	<b>Restricted</b>							
15107	SRF Debt Service	68,834.23						68,834.23
15115	Sewer Impact	0.00						0.00
15116	Water Impact	601,919.50						601,919.50
15135	Sewer Lines Construction Loan	-7.99	7.99					0.00
<b>Fire Pension - 60000</b>								
15103	Restricted	88,603.45				177.36	-91.73	88,689.08
<b>Recreation Fund - 62000</b>								
15104	<b>Rec Funds</b>	-2,770.70				-3.10	-4,003.29	-6,777.09
15131	5Ks	1,224.00						1,224.00
		0.00						0.00
<b>Total Funds</b>		<b>4,496,918.54</b>		7.99		9,001.76	0.00	<b>4,505,920.30</b>
<b>Statement</b>								
Account 151321		4,496,918.54				9,001.76	0.00	4,505,920.30
Unrealized Gain								
Total Statements		<b>4,496,918.54</b>					<b>0.00</b>	<b>4,505,920.30</b>

0.00



SUMMARY OF  
CASH ACCOUNTS  
BY FUNDS

AS OF: 30-Nov-2018

	SBOA Investments	USB	Citizens	CDs	Edward Jones	Total	Total Fund
<b>General Fund</b>	\$ 4,303,199	\$ 1,008,772	\$ -	\$ 200,000	Citizens	\$ 5,511,971	<b>\$ 5,586,595 GF</b>
Police/Fire Fee		\$ 70,511				\$ 70,511	
Payroll		\$ 4,112				\$ 4,112	
<b>Redevelopment</b>	\$ (82,720)			\$ 100,000	Citizens	\$ 17,280	<b>\$ 17,280 Redevp</b>
<b>Capital Projects</b>	\$ 133,494			\$ 100,000	Citizens	\$ 233,494	<b>\$ 233,494 CIP</b>
<b>Utility Fund</b>	\$ 68,811					\$ 68,811	<b>\$ 227,827 Utility</b>
Utility Deposit		\$ 159,016				\$ 159,016	
<b>Municipal FF</b>	\$ 88,689				\$ 482,581	\$ 571,271	<b>\$ 571,271 FF Pension</b>
<b>Recreation</b>	\$ (5,553)					\$ (5,553)	<b>\$ (5,553) Rec</b>
<b>Total Funds</b>	<b>\$ 4,505,920</b>	<b>\$ 1,242,411</b>	<b>\$ -</b>	<b>\$ 400,000</b>		<b>\$ 6,630,913</b>	<b>\$ 6,630,913</b>

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
01001 GENERAL FUND REVENUES	-----						
31 TAXES							
-----							
31110 AD VALOREM TAXES	-2,536,155	.00	-2,536,155.00	-287,924.66	.00	-2,248,230.34	11.4%
31120 DELINQUENT AD VALOREM TAX	-1,235	.00	-1,235.00	-567.50	.00	-667.50	46.0%
31230 LOCAL OPTION FUEL TAX	-94,685	.00	-94,685.00	-7,123.39	.00	-87,561.61	7.5%
31251 FIRE INS PREM TAX PENSION	-15,435	.00	-15,435.00	.00	.00	-15,435.00	.0%
31310 ELECTRIC FRANCHISE FEE	-410,793	.00	-410,793.00	.00	.00	-410,793.00	.0%
31340 GAS FRANCHISE FEE	-17,677	.00	-17,677.00	.00	.00	-17,677.00	.0%
31390 GARBAGE FRANCHISE FEE	-102,000	.00	-102,000.00	-17,314.37	.00	-84,685.63	17.0%
31410 ELECTRIC UTILITY TAX	-540,000	.00	-540,000.00	-830.81	.00	-539,169.19	.2%
31421 COMMUNICATIONS SERVICE TAX	-190,450	.00	-190,450.00	-19,012.09	.00	-171,437.91	10.0%
31430 WATER UTILITY TAX	-143,992	.00	-143,992.00	-22,897.36	.00	-121,094.64	15.9%
31440 GAS UTILITY TAX	-20,184	.00	-20,184.00	.00	.00	-20,184.00	.0%
31480 PROPANE UTILITY TAX	0	.00	.00	-63.77	.00	63.77	100.0%
TOTAL TAXES	-4,072,606	.00	-4,072,606.00	-355,733.95	.00	-3,716,872.05	8.7%
32 LICENSES & PERMITS							
-----							
32100 CITY BUSINESS RECEIPT TAX	-21,211	.00	-21,211.00	-23,051.13	.00	1,840.13	108.7%
32110 DEL CITY OCCUPATIONAL LIC	-68	.00	-68.00	.00	.00	-68.00	.0%
32200 BUILDING PERMIT A	-250,000	.00	-250,000.00	-215,171.84	.00	-34,828.16	86.1%
32201 BUILDING PERMIT B	-5,000	.00	-5,000.00	-29,327.96	.00	24,327.96	586.6%
32902 CEMETERY PERMITS	-221	.00	-221.00	.00	.00	-221.00	.0%
TOTAL LICENSES & PERMITS	-276,500	.00	-276,500.00	-267,550.93	.00	-8,949.07	96.8%
33 INTERGOVERN. REVENUE							
-----							
33110 DCA FEMA FEDERAL GRANT	0	.00	.00	.00	.00	.00	.0%
33421 GRANT BYRNE/JAG	0	-5,492.00	-5,492.00	.00	.00	-5,492.00	.0%
33475 GARDENIA PARK GRANT FRDAP	-50,000	.00	-50,000.00	.00	.00	-50,000.00	.0%
33512 STATE REVENUE SHARING TAX	-200,962	.00	-200,962.00	-32,808.14	.00	-168,153.86	16.3%
33514 MOBILE HOME LICENSES	-11,930	.00	-11,930.00	-195.62	.00	-11,734.38	1.6%
33515 ALCOHOLIC BEV LICENSE	-2,155	.00	-2,155.00	-1,510.27	.00	-644.73	70.1%

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
33518 LOCAL GOVT 1/2C SALES TAX	-445,000	.00	-445,000.00	-35,356.61	.00	-409,643.39	7.9%
33770 COUNTY LIBRARY APPROPRIAT	-75,656	.00	-75,656.00	-18,056.25	.00	-57,599.75	23.9%
33776 LAKE COUNTY LIBRARY GRANT	-141,513	.00	-141,513.00	.00	.00	-141,513.00	.0%
33820 COUNTY BUSINESS TAX RECEIP	-3,282	.00	-3,282.00	-490.00	.00	-2,792.00	14.9%
33830 COUNTY ONE CENT GAS TAX	-36,000	.00	-36,000.00	-3,190.28	.00	-32,809.72	8.9%
TOTAL INTERGOVERN. REVENUE	-966,498	-5,492.00	-971,990.00	-91,607.17	.00	-880,382.83	9.4%

34 CHARGES FOR SERVICES

33548 FDOT TRAFFIC SIGNAL MAINTEN	-6,258	.00	-6,258.00	.00	.00	-6,258.00	.0%
34120 ZONING FEES	-6,000	.00	-6,000.00	-2,675.00	.00	-3,325.00	44.6%
34122 ANNEXATION FEES	-200	.00	-200.00	.00	.00	-200.00	.0%
34125 COMPREHENSIVE PLAN	-300	.00	-300.00	.00	.00	-300.00	.0%
34131 SITE (PROPERTY) PLAN FEE	-500	.00	-500.00	.00	.00	-500.00	.0%
34132 PLAN (STRUCTURE) REVIEW FE	-8,032	.00	-8,032.00	-5,812.46	.00	-2,219.54	72.4%
34140 COPYING / CERTIFICATION	-1,552	.00	-1,552.00	-331.40	.00	-1,220.60	21.4%
34220 FIRE INSPECTION FEES	-7,500	.00	-7,500.00	-8,249.95	.00	749.95	110.0%
34222 FIRE ASSESSMENT FP	-479,722	.00	-479,722.00	-57,259.68	.00	-422,462.32	11.9%
34223 FIRE ASSESSMENT VILLAGE	-332,601	.00	-332,601.36	-48,527.18	.00	-284,074.18	14.6%
34290 SCHOOL PUBLIC SAFETY-COUNT	-40,000	.00	-40,000.00	.00	.00	-40,000.00	.0%
34335 OTHER REVENUES	-15,000	.00	-15,000.00	-5,650.00	.00	-9,350.00	37.7%
34340 SOLID WASTE COLLECTION	-219,581	.00	-219,581.00	-36,057.44	.00	-183,523.56	16.4%
34341 SOLID WASTE DISPOSAL	-197,944	.00	-197,944.00	-31,938.86	.00	-166,005.14	16.1%
34342 YARDWASTE COLLECTION	-32,376	.00	-32,376.00	-5,692.04	.00	-26,683.96	17.6%
34343 YARDWASTE DISPOSAL	-12,056	.00	-12,056.00	-2,061.41	.00	-9,994.59	17.1%
34344 RECYCLE	-44,931	.00	-44,931.00	-7,630.41	.00	-37,300.59	17.0%
34345 ADMIN FEE-GARBAGE BILLING	-58,423	.00	-58,423.00	-10,114.99	.00	-48,308.01	17.3%
34346 ADM. FEE-IMPACT FEE	-5,086	.00	-5,086.00	-2,600.00	.00	-2,486.00	51.1%
34391 STORMWATER FEE	-46,704	.00	-46,704.00	-8,124.00	.00	-38,580.00	17.4%
34393 REG ABANDONED PROPERTY	-4,250	.00	-4,250.00	-250.00	.00	-4,000.00	5.9%
34712 LIBRARY FEE OUT/COUNTY	-347	.00	-347.00	.00	.00	-347.00	.0%
34715 HOME TOWN CHRISTMAS PROCEE	0	.00	.00	-260.00	.00	260.00	100.0%
34717 FP DAY PROCEEDS	-2,141	.00	-2,141.00	-100.00	.00	-2,041.00	4.7%
34718 FRUITLAND PARK DAY SPONSOR	-90	.00	-90.00	.00	.00	-90.00	.0%
34719 CONCESSIONS	-3,400	.00	-3,400.00	-6.25	.00	-3,393.75	.2%
34720 POOL FEES	-9,734	.00	-9,734.00	-259.00	.00	-9,475.00	2.7%
34725 POOL SWIM PROG/LESSONS	-5,160	.00	-5,160.00	-28.00	.00	-5,132.00	.5%
34755 RENT RECREATION FACILITY	-1,484	.00	-1,484.00	-70.00	.00	-1,414.00	4.7%
34900 LIEN SEARCH FEE	-4,818	.00	-4,818.00	-870.00	.00	-3,948.00	18.1%
TOTAL CHARGES FOR SERVICES	-1,546,190	.00	-1,546,190.36	-234,568.07	.00	-1,311,622.29	15.2%

35 FINES & FORFEITURES

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
01001 GENERAL FUND REVENUES							
35110 TRAFFIC COURT FINES & FORF	-12,403	.00	-12,403.00	-1,318.11	.00	-11,084.89	10.6%
35130 POLICE EDUCATION FUND 2ND	-1,593	.00	-1,593.00	-229.26	.00	-1,363.74	14.4%
35200 LIBRARY FINES	-2,400	.00	-2,400.00	-416.20	.00	-1,983.80	17.3%
35900 FINES & FORFEITURES-COUNTY	-112	.00	-112.00	-14.00	.00	-98.00	12.5%
TOTAL FINES & FORFEITURES	-16,508	.00	-16,508.00	-1,977.57	.00	-14,530.43	12.0%
36 MISC. REVENUE							
-----							
36120 INTEREST EARNED	-40,000	.00	-40,000.00	-17,478.12	.00	-22,521.88	43.7%
36132 INTEREST ON AD VALOREM	-284	.00	-284.00	.00	.00	-284.00	.0%
36201 STATE LIBRARY ERATE REFUND	-16,905	.00	-16,905.00	.00	.00	-16,905.00	.0%
36322 POLICE IMPACT FEE	-31,058	.00	-31,058.00	-18,472.18	.00	-12,585.82	59.5%
36323 FIRE IMPACT FEE	-50,208	.00	-50,208.00	-29,861.67	.00	-20,346.33	59.5%
36410 CEMETERY LOT SALES	-12,072	.00	-12,072.00	-369.23	.00	-11,702.77	3.1%
36602 PD DONATIONS	0	.00	.00	-1,929.41	.00	1,929.41	100.0%
36604 LIBRARY (NEW) DONATIONS	0	.00	.00	-500.00	.00	500.00	100.0%
36605 LIBRARY GRANT STATE	-50,000	.00	-50,000.00	.00	.00	-50,000.00	.0%
36940 REIMBURSEMENT FOR SERVICE	-1,711	.00	-1,711.00	.00	.00	-1,711.00	.0%
36942 RESTITUTION	-82	.00	-82.00	.00	.00	-82.00	.0%
36944 COST OF CONVICTION - PD	-4,518	.00	-4,518.00	-479.77	.00	-4,038.23	10.6%
36946 REIMBURSEMENT MISC B&Z	-7,000	.00	-7,000.00	-341.58	.00	-6,658.42	4.9%
36947 REIMB PLANNING FEES	-849	.00	-849.00	-1,493.74	.00	644.74	175.9%
36948 REIMB ENGINEERING FEES	-18,150	.00	-18,150.00	-700.00	.00	-17,450.00	3.9%
36990 MISC REVENUE	-5,626	.00	-5,626.00	-10,677.48	.00	5,051.48	189.8%
36991 MISC REVENUE - PD	-805	.00	-805.00	-74.00	.00	-731.00	9.2%
36993 FUEL TAX REFUNDS	-4,403	.00	-4,403.00	-1,797.64	.00	-2,605.36	40.8%
TOTAL MISC. REVENUE	-243,671	.00	-243,671.00	-84,174.82	.00	-159,496.18	34.5%
38 NON REVENUES							
-----							
38006 XFER IN IMPACT FEES	-107,342	.00	-107,341.50	.00	.00	-107,341.50	.0%
38009 XFER IN STORMWATER FBAL	-28,336	-30,000.00	-58,336.00	.00	.00	-58,336.00	.0%
38012 XFER IN BUILDING (PERMIT F	-438,922	.00	-438,922.00	.00	.00	-438,922.00	.0%
38150 XFER IN REDEVELOPMENT	-38,794	.00	-38,794.30	.00	.00	-38,794.30	.0%
38250 XFER IN RECREATION FUND	-21,062	.00	-21,062.00	.00	.00	-21,062.00	.0%
38300 XFER IN CAPITAL PROJECT	0	-30,000.00	-30,000.00	.00	.00	-30,000.00	.0%
TOTAL NON REVENUES	-634,456	-60,000.00	-694,455.80	.00	.00	-694,455.80	.0%
TOTAL GENERAL FUND REVENUES	-7,756,429	-65,492.00	-7,821,921.16	-1,035,612.51	.00	-6,786,308.65	13.2%



12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 4  
glytdbud

FOR 2019 02

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	5,300.00	.00	26,500.00	16.7%
10131 STIPENDS-P&Z	4,020	.00	4,020.00	.00	.00	4,020.00	.0%
10210 FICA	2,742	.00	2,742.00	405.46	.00	2,336.54	14.8%
10233 LIFE INSURANCE	1,080	.00	1,080.00	167.42	.00	912.58	15.5%
10240 WORKERS COMPENSATION	78	.00	78.00	32.21	.00	45.79	41.3%
TOTAL PERSONAL SERVICES	39,720	.00	39,720.00	5,905.09	.00	33,814.91	14.9%
30 OPERATING EXPENSES	-----						
30340 CONTRACTUAL SERVICES	5,725	.00	5,725.00	.00	.00	5,725.00	.0%
30400 TRAVEL/PER DIEM	5,000	.00	5,000.00	78.00	.00	4,922.00	1.6%
30410 COMMUNICATIONS	2,244	.00	2,244.00	360.70	.00	1,883.30	16.1%
30420 POSTAGE	50	.00	50.00	.00	.00	50.00	.0%
30450 INSURANCE	2,988	.00	2,988.00	724.39	.00	2,263.61	24.2%
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	.00	3,000.00	250.00	.00	2,750.00	8.3%
30510 OFFICE SUPPLIES	300	.00	300.00	194.02	.00	105.98	64.7%
30511 RECORDING TAPES	20	.00	20.00	.00	.00	20.00	.0%
30520 SUPPLIES	3,710	.00	3,710.00	250.00	.00	3,460.00	6.7%
30542 TRAINING & EDUCATION	2,600	.00	2,600.00	.00	.00	2,600.00	.0%
30544 MEMBERSHIPS	980	.00	980.00	1,161.19	.00	-181.19	118.5%
TOTAL OPERATING EXPENSES	27,017	.00	27,017.00	3,018.30	.00	23,998.70	11.2%
TOTAL LEGISLATIVE	66,737	.00	66,737.00	8,923.39	.00	57,813.61	13.4%

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
01001 GENERAL FUND REVENUES	-----						
31 TAXES							
-----							
31110 AD VALOREM TAXES	-2,536,155	.00	-2,536,155.00	-287,924.66	.00	-2,248,230.34	11.4%
31120 DELINQUENT AD VALOREM TAX	-1,235	.00	-1,235.00	-567.50	.00	-667.50	46.0%
31230 LOCAL OPTION FUEL TAX	-94,685	.00	-94,685.00	-7,123.39	.00	-87,561.61	7.5%
31251 FIRE INS PREM TAX PENSION	-15,435	.00	-15,435.00	.00	.00	-15,435.00	.0%
31310 ELECTRIC FRANCHISE FEE	-410,793	.00	-410,793.00	.00	.00	-410,793.00	.0%
31340 GAS FRANCHISE FEE	-17,677	.00	-17,677.00	.00	.00	-17,677.00	.0%
31390 GARBAGE FRANCHISE FEE	-102,000	.00	-102,000.00	-17,314.37	.00	-84,685.63	17.0%
31410 ELECTRIC UTILITY TAX	-540,000	.00	-540,000.00	-830.81	.00	-539,169.19	.2%
31421 COMMUNICATIONS SERVICE TAX	-190,450	.00	-190,450.00	-19,012.09	.00	-171,437.91	10.0%
31430 WATER UTILITY TAX	-143,992	.00	-143,992.00	-22,897.36	.00	-121,094.64	15.9%
31440 GAS UTILITY TAX	-20,184	.00	-20,184.00	.00	.00	-20,184.00	.0%
31480 PROPANE UTILITY TAX	0	.00	.00	-63.77	.00	63.77	100.0%
TOTAL TAXES	-4,072,606	.00	-4,072,606.00	-355,733.95	.00	-3,716,872.05	8.7%
32 LICENSES & PERMITS							
-----							
32100 CITY BUSINESS RECEIPT TAX	-21,211	.00	-21,211.00	-23,051.13	.00	1,840.13	108.7%
32110 DEL CITY OCCUPATIONAL LIC	-68	.00	-68.00	.00	.00	-68.00	.0%
32200 BUILDING PERMIT A	-250,000	.00	-250,000.00	-215,171.84	.00	-34,828.16	86.1%
32201 BUILDING PERMIT B	-5,000	.00	-5,000.00	-29,327.96	.00	24,327.96	586.6%
32902 CEMETERY PERMITS	-221	.00	-221.00	.00	.00	-221.00	.0%
TOTAL LICENSES & PERMITS	-276,500	.00	-276,500.00	-267,550.93	.00	-8,949.07	96.8%
33 INTERGOVERN. REVENUE							
-----							
33110 DCA FEMA FEDERAL GRANT	0	.00	.00	.00	.00	.00	.0%
33421 GRANT BYRNE/JAG	0	-5,492.00	-5,492.00	.00	.00	-5,492.00	.0%
33475 GARDENIA PARK GRANT FRDAP	-50,000	.00	-50,000.00	.00	.00	-50,000.00	.0%
33512 STATE REVENUE SHARING TAX	-200,962	.00	-200,962.00	-32,808.14	.00	-168,153.86	16.3%
33514 MOBILE HOME LICENSES	-11,930	.00	-11,930.00	-195.62	.00	-11,734.38	1.6%
33515 ALCOHOLIC BEV LICENSE	-2,155	.00	-2,155.00	-1,510.27	.00	-644.73	70.1%



FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
33518 LOCAL GOVT 1/2C SALES TAX	-445,000	.00	-445,000.00	-35,356.61	.00	-409,643.39	7.9%
33770 COUNTY LIBRARY APPROPRIAT	-75,656	.00	-75,656.00	-18,056.25	.00	-57,599.75	23.9%
33776 LAKE COUNTY LIBRARY GRANT	-141,513	.00	-141,513.00	.00	.00	-141,513.00	.0%
33820 COUNTY BUSINESS TAX RECEIP	-3,282	.00	-3,282.00	-490.00	.00	-2,792.00	14.9%
33830 COUNTY ONE CENT GAS TAX	-36,000	.00	-36,000.00	-3,190.28	.00	-32,809.72	8.9%
TOTAL INTERGOVERN. REVENUE	-966,498	-5,492.00	-971,990.00	-91,607.17	.00	-880,382.83	9.4%
 34 CHARGES FOR SERVICES							
33548 FDOT TRAFFIC SIGNAL MAINTEN	-6,258	.00	-6,258.00	.00	.00	-6,258.00	.0%
34120 ZONING FEES	-6,000	.00	-6,000.00	-2,675.00	.00	-3,325.00	44.6%
34122 ANNEXATION FEES	-200	.00	-200.00	.00	.00	-200.00	.0%
34125 COMPREHENSIVE PLAN	-300	.00	-300.00	.00	.00	-300.00	.0%
34131 SITE (PROPERTY) PLAN FEE	-500	.00	-500.00	.00	.00	-500.00	.0%
34132 PLAN (STRUCTURE) REVIEW FE	-8,032	.00	-8,032.00	-5,812.46	.00	-2,219.54	72.4%
34140 COPYING / CERTIFICATION	-1,552	.00	-1,552.00	-331.40	.00	-1,220.60	21.4%
34220 FIRE INSPECTION FEES	-7,500	.00	-7,500.00	-8,249.95	.00	749.95	110.0%
34222 FIRE ASSESSMENT FP	-479,722	.00	-479,722.00	-57,259.68	.00	-422,462.32	11.9%
34223 FIRE ASSESSMENT VILLAGE	-332,601	.00	-332,601.36	-48,527.18	.00	-284,074.18	14.6%
34290 SCHOOL PUBLIC SAFETY-COUNT	-40,000	.00	-40,000.00	.00	.00	-40,000.00	.0%
34335 OTHER REVENUES	-15,000	.00	-15,000.00	-5,650.00	.00	-9,350.00	37.7%
34340 SOLID WASTE COLLECTION	-219,581	.00	-219,581.00	-36,057.44	.00	-183,523.56	16.4%
34341 SOLID WASTE DISPOSAL	-197,944	.00	-197,944.00	-31,938.86	.00	-166,005.14	16.1%
34342 YARDWASTE COLLECTION	-32,376	.00	-32,376.00	-5,692.04	.00	-26,683.96	17.6%
34343 YARDWASTE DISPOSAL	-12,056	.00	-12,056.00	-2,061.41	.00	-9,994.59	17.1%
34344 RECYCLE	-44,931	.00	-44,931.00	-7,630.41	.00	-37,300.59	17.0%
34345 ADMIN FEE-GARBAGE BILLING	-58,423	.00	-58,423.00	-10,114.99	.00	-48,308.01	17.3%
34346 ADM. FEE-IMPACT FEE	-5,086	.00	-5,086.00	-2,600.00	.00	-2,486.00	51.1%
34391 STORMWATER FEE	-46,704	.00	-46,704.00	-8,124.00	.00	-38,580.00	17.4%
34393 REG ABANDONED PROPERTY	-4,250	.00	-4,250.00	-250.00	.00	-4,000.00	5.9%
34712 LIBRARY FEE OUT/COUNTY	-347	.00	-347.00	.00	.00	-347.00	.0%
34715 HOME TOWN CHRISTMAS PROCEE	0	.00	.00	-260.00	.00	260.00	100.0%
34717 FP DAY PROCEEDS	-2,141	.00	-2,141.00	-100.00	.00	-2,041.00	4.7%
34718 FRUITLAND PARK DAY SPONSOR	-90	.00	-90.00	.00	.00	-90.00	.0%
34719 CONCESSIONS	-3,400	.00	-3,400.00	-6.25	.00	-3,393.75	.2%
34720 POOL FEES	-9,734	.00	-9,734.00	-259.00	.00	-9,475.00	2.7%
34725 POOL SWIM PROG/LESSONS	-5,160	.00	-5,160.00	-28.00	.00	-5,132.00	.5%
34755 RENT RECREATION FACILITY	-1,484	.00	-1,484.00	-70.00	.00	-1,414.00	4.7%
34900 LIEN SEARCH FEE	-4,818	.00	-4,818.00	-870.00	.00	-3,948.00	18.1%
TOTAL CHARGES FOR SERVICES	-1,546,190	.00	-1,546,190.36	-234,568.07	.00	-1,311,622.29	15.2%

35 FINES & FORFEITURES

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 3  
glytbdud

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
01001 GENERAL FUND REVENUES							
35110 TRAFFIC COURT FINES & FORF	-12,403	.00	-12,403.00	-1,318.11	.00	-11,084.89	10.6%
35130 POLICE EDUCATION FUND 2ND	-1,593	.00	-1,593.00	-229.26	.00	-1,363.74	14.4%
35200 LIBRARY FINES	-2,400	.00	-2,400.00	-416.20	.00	-1,983.80	17.3%
35900 FINES & FORFEITURES-COUNTY	-112	.00	-112.00	-14.00	.00	-98.00	12.5%
TOTAL FINES & FORFEITURES	-16,508	.00	-16,508.00	-1,977.57	.00	-14,530.43	12.0%
36 MISC. REVENUE							
-----							
36120 INTEREST EARNED	-40,000	.00	-40,000.00	-17,478.12	.00	-22,521.88	43.7%
36132 INTEREST ON AD VALOREM	-284	.00	-284.00	.00	.00	-284.00	.0%
36201 STATE LIBRARY ERATE REFUND	-16,905	.00	-16,905.00	.00	.00	-16,905.00	.0%
36322 POLICE IMPACT FEE	-31,058	.00	-31,058.00	-18,472.18	.00	-12,585.82	59.5%
36323 FIRE IMPACT FEE	-50,208	.00	-50,208.00	-29,861.67	.00	-20,346.33	59.5%
36410 CEMETERY LOT SALES	-12,072	.00	-12,072.00	-369.23	.00	-11,702.77	3.1%
36602 PD DONATIONS	0	.00	.00	-1,929.41	.00	1,929.41	100.0%
36604 LIBRARY (NEW) DONATIONS	0	.00	.00	-500.00	.00	500.00	100.0%
36605 LIBRARY GRANT STATE	-50,000	.00	-50,000.00	.00	.00	-50,000.00	.0%
36940 REIMBURSEMENT FOR SERVICE	-1,711	.00	-1,711.00	.00	.00	-1,711.00	.0%
36942 RESTITUTION	-82	.00	-82.00	.00	.00	-82.00	.0%
36944 COST OF CONVICTION - PD	-4,518	.00	-4,518.00	-479.77	.00	-4,038.23	10.6%
36946 REIMBURSEMENT MISC B&Z	-7,000	.00	-7,000.00	-341.58	.00	-6,658.42	4.9%
36947 REIMB PLANNING FEES	-849	.00	-849.00	-1,493.74	.00	644.74	175.9%
36948 REIMB ENGINEERING FEES	-18,150	.00	-18,150.00	-700.00	.00	-17,450.00	3.9%
36990 MISC REVENUE	-5,626	.00	-5,626.00	-10,677.48	.00	5,051.48	189.8%
36991 MISC REVENUE - PD	-805	.00	-805.00	-74.00	.00	-731.00	9.2%
36993 FUEL TAX REFUNDS	-4,403	.00	-4,403.00	-1,797.64	.00	-2,605.36	40.8%
TOTAL MISC. REVENUE	-243,671	.00	-243,671.00	-84,174.82	.00	-159,496.18	34.5%
38 NON REVENUES							
-----							
38006 XFER IN IMPACT FEES	-107,342	.00	-107,341.50	.00	.00	-107,341.50	.0%
38009 XFER IN STORMWATER FBAL	-28,336	-30,000.00	-58,336.00	.00	.00	-58,336.00	.0%
38012 XFER IN BUILDING (PERMIT F	-438,922	.00	-438,922.00	.00	.00	-438,922.00	.0%
38150 XFER IN REDEVELOPMENT	-38,794	.00	-38,794.30	.00	.00	-38,794.30	.0%
38250 XFER IN RECREATION FUND	-21,062	.00	-21,062.00	.00	.00	-21,062.00	.0%
38300 XFER IN CAPITAL PROJECT	0	-30,000.00	-30,000.00	.00	.00	-30,000.00	.0%
TOTAL NON REVENUES	-634,456	-60,000.00	-694,455.80	.00	.00	-694,455.80	.0%
TOTAL GENERAL FUND REVENUES	-7,756,429	-65,492.00	-7,821,921.16	-1,035,612.51	.00	-6,786,308.65	13.2%

FOR 2019 02

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	120,146	.00	120,145.79	16,637.60	.00	103,508.19	13.8%
10111 BONUS	1,387	.00	1,387.00	1,386.24	.00	.76	99.9%
10120 WAGES	36,592	.00	36,592.19	7,474.40	.00	29,117.79	20.4%
10121 BONUS	422	.00	422.00	422.16	.00	-.16	100.0%
10140 OVERTIME	4,000	.00	4,000.00	.00	.00	4,000.00	.0%
10210 FICA	13,271	.00	13,271.00	1,921.86	.00	11,349.14	14.5%
10220 RETIREMENT	13,277	.00	13,277.00	5,873.32	.00	7,403.68	44.2%
10230 HOSPITALIZATION	21,505	.00	21,504.96	4,374.70	.00	17,130.26	20.3%
10233 LIFE INSURANCE	324	.00	324.00	54.00	.00	270.00	16.7%
10236 DENTAL INSURANCE	671	.00	671.04	111.84	.00	559.20	16.7%
10240 WORKERS COMPENSATION	341	.00	341.00	140.81	.00	200.19	41.3%
TOTAL PERSONAL SERVICES	211,936	.00	211,935.98	38,396.93	.00	173,539.05	18.1%
-----							
30 OPERATING EXPENSES							
-----							
30320 AUDIT FEES	14,900	.00	14,900.00	3,000.00	11,900.00	.00	100.0%
30400 TRAVEL/PER DIEM	6,720	.00	6,720.00	1,169.70	.00	5,550.30	17.4%
30410 COMMUNICATIONS	480	.00	480.00	.00	.00	480.00	.0%
30420 POSTAGE	1,200	.00	1,200.00	250.07	.00	949.93	20.8%
30450 INSURANCE	8,688	.00	8,688.00	2,106.25	.00	6,581.75	24.2%
30463 EQUIPMENT REPAIRS/MAINT	750	.00	750.00	.00	.00	750.00	.0%
30465 SERVICE CONTRACTS	6,100	.00	6,100.00	1,715.95	.00	4,384.05	28.1%
30470 PRINTING & COPYING	1,985	.00	1,985.00	.00	.00	1,985.00	.0%
30490 MISC EXPENSE	813	.00	813.00	.00	.00	813.00	.0%
30510 OFFICE SUPPLIES	4,100	.00	4,100.00	160.09	.00	3,939.91	3.9%
30520 SUPPLIES	500	.00	500.00	.00	.00	500.00	.0%
30540 PROFESSIONAL BOOKS	160	.00	160.00	.00	.00	160.00	.0%
30542 TRAINING & EDUCATION	1,940	.00	1,940.00	.00	.00	1,940.00	.0%
30544 MEMBERSHIPS	265	.00	265.00	.00	.00	265.00	.0%
30545 TUITION REIMBURSEMENT	500	.00	500.00	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	49,101	.00	49,101.00	8,402.06	11,900.00	28,798.94	41.3%
-----							
90 NON-OPERATING							
-----							



FOR 2019 02

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	123,788	.00	123,787.87	25,232.58	.00	98,555.29	20.4%
10111 BONUS	2,077	.00	2,077.00	1,601.52	.00	475.48	77.1%
10120 WAGES	84,710	.00	84,710.10	6,511.66	.00	78,198.44	7.7%
10121 BONUS	978	.00	978.00	458.40	.00	519.60	46.9%
10140 OVERTIME	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
10158 VEHICLE ALLOWANCE	6,000	.00	6,000.00	1,000.00	.00	5,000.00	16.7%
10210 FICA	17,716	.00	17,716.38	2,453.63	.00	15,262.75	13.8%
10220 RETIREMENT	16,034	.00	16,033.59	2,339.99	.00	13,693.60	14.6%
10230 HOSPITALIZATION	25,089	.00	25,089.12	4,972.06	.00	20,117.06	19.8%
10233 LIFE INSURANCE	378	.00	378.00	63.00	.00	315.00	16.7%
10236 DENTAL INSURANCE	783	.00	782.88	130.48	.00	652.40	16.7%
10240 WORKERS COMPENSATION	447	.00	447.00	184.58	.00	262.42	41.3%
TOTAL PERSONAL SERVICES	279,000	.00	278,999.94	44,947.90	.00	234,052.04	16.1%
-----							
30 OPERATING EXPENSES							
-----							
30340 CONTRACTUAL SERVICES	22,900	.00	22,900.00	1,840.00	.00	21,060.00	8.0%
30400 TRAVEL/PER DIEM	9,000	.00	9,000.00	317.60	.00	8,682.40	3.5%
30410 COMMUNICATIONS	1,104	.00	1,104.00	176.80	.00	927.20	16.0%
30420 POSTAGE	3,500	.00	3,500.00	253.67	.00	3,246.33	7.2%
30450 INSURANCE	10,268	.00	10,268.00	2,489.29	.00	7,778.71	24.2%
30463 EQUIPMENT REPAIRS/MAINT	100	.00	100.00	.00	.00	100.00	.0%
30470 PRINTING & COPYING	3,000	.00	3,000.00	.00	.00	3,000.00	.0%
30510 OFFICE SUPPLIES	1,500	.00	1,500.00	1,466.81	.00	33.19	97.8%
30540 PROFESSIONAL BOOKS	5,350	.00	5,350.00	44.00	.00	5,306.00	.8%
30541 SUBSCRIPTIONS	300	.00	300.00	156.00	.00	144.00	52.0%
30542 TRAINING & EDUCATION	5,775	.00	5,775.00	.00	.00	5,775.00	.0%
30544 MEMBERSHIPS	1,815	.00	1,815.00	651.95	.00	1,163.05	35.9%
TOTAL OPERATING EXPENSES	64,612	.00	64,612.00	7,396.12	.00	57,215.88	11.4%
TOTAL EXECUTIVE	343,612	.00	343,611.94	52,344.02	.00	291,267.92	15.2%

FOR 2019 02

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	120,146	.00	120,145.79	16,637.60	.00	103,508.19	13.8%
10111 BONUS	1,387	.00	1,387.00	1,386.24	.00	.76	99.9%
10120 WAGES	36,592	.00	36,592.19	7,474.40	.00	29,117.79	20.4%
10121 BONUS	422	.00	422.00	422.16	.00	-.16	100.0%
10140 OVERTIME	4,000	.00	4,000.00	.00	.00	4,000.00	.0%
10210 FICA	13,271	.00	13,271.00	1,921.86	.00	11,349.14	14.5%
10220 RETIREMENT	13,277	.00	13,277.00	5,873.32	.00	7,403.68	44.2%
10230 HOSPITALIZATION	21,505	.00	21,504.96	4,374.70	.00	17,130.26	20.3%
10233 LIFE INSURANCE	324	.00	324.00	54.00	.00	270.00	16.7%
10236 DENTAL INSURANCE	671	.00	671.04	111.84	.00	559.20	16.7%
10240 WORKERS COMPENSATION	341	.00	341.00	140.81	.00	200.19	41.3%
TOTAL PERSONAL SERVICES	211,936	.00	211,935.98	38,396.93	.00	173,539.05	18.1%
30 OPERATING EXPENSES							
-----							
30320 AUDIT FEES	14,900	.00	14,900.00	3,000.00	11,900.00	.00	100.0%
30400 TRAVEL/PER DIEM	6,720	.00	6,720.00	1,169.70	.00	5,550.30	17.4%
30410 COMMUNICATIONS	480	.00	480.00	.00	.00	480.00	.0%
30420 POSTAGE	1,200	.00	1,200.00	250.07	.00	949.93	20.8%
30450 INSURANCE	8,688	.00	8,688.00	2,106.25	.00	6,581.75	24.2%
30463 EQUIPMENT REPAIRS/MAINT	750	.00	750.00	.00	.00	750.00	.0%
30465 SERVICE CONTRACTS	6,100	.00	6,100.00	1,715.95	.00	4,384.05	28.1%
30470 PRINTING & COPYING	1,985	.00	1,985.00	.00	.00	1,985.00	.0%
30490 MISC EXPENSE	813	.00	813.00	.00	.00	813.00	.0%
30510 OFFICE SUPPLIES	4,100	.00	4,100.00	160.09	.00	3,939.91	3.9%
30520 SUPPLIES	500	.00	500.00	.00	.00	500.00	.0%
30540 PROFESSIONAL BOOKS	160	.00	160.00	.00	.00	160.00	.0%
30542 TRAINING & EDUCATION	1,940	.00	1,940.00	.00	.00	1,940.00	.0%
30544 MEMBERSHIPS	265	.00	265.00	.00	.00	265.00	.0%
30545 TUITION REIMBURSEMENT	500	.00	500.00	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	49,101	.00	49,101.00	8,402.06	11,900.00	28,798.94	41.3%
90 NON-OPERATING							
-----							

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 7  
glytdbud

FOR 2019 02

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90990 CONTINGENCY FUND	3,045	.00	3,045.35	.00	.00	3,045.35	.0%
TOTAL NON-OPERATING	3,045	.00	3,045.35	.00	.00	3,045.35	.0%
TOTAL FINANCE DEPARTMENT	264,082	.00	264,082.33	46,798.99	11,900.00	205,383.34	22.2%



12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 8  
glytdbud

FOR 2019 02

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	.00	72,000.00	5,728.00	.00	66,272.00	8.0%
30492	LEGAL ADVERTISING	11,500	.00	11,500.00	1,137.26	.00	10,362.74	9.9%
30497	RECORDING/FILING FEES	900	.00	900.00	1,197.50	.00	-297.50	133.1%
TOTAL OPERATING EXPENSES		84,400	.00	84,400.00	8,062.76	.00	76,337.24	9.6%
TOTAL LEGAL COUNSEL		84,400	.00	84,400.00	8,062.76	.00	76,337.24	9.6%

FOR 2019 02

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							
-----							
10250 UNEMPLOYMENT COMPENSATION	6,000	.00	6,000.00	.00	.00	6,000.00	.0%
TOTAL PERSONAL SERVICES	6,000	.00	6,000.00	.00	.00	6,000.00	.0%
-----							
30 OPERATING EXPENSES							
-----							
30313 PROFESSIONAL FEES	8,490	.00	8,490.00	.00	.00	8,490.00	.0%
30340 CONTRACTUAL SERVICES	95,265	.00	95,264.50	19,166.84	33,329.50	42,768.16	55.1%
30344 BANK FEES/SERVICE CHARGES	600	.00	600.00	65.00	.00	535.00	10.8%
30410 COMMUNICATIONS	17,680	.00	17,680.00	2,933.53	.00	14,746.47	16.6%
30420 POSTAGE	50	.00	50.00	.00	.00	50.00	.0%
30430 ELECTRIC	26,400	.00	26,400.00	2,197.01	.00	24,202.99	8.3%
30431 WATER	12,000	.00	12,000.00	935.04	.00	11,064.96	7.8%
30440 RENTAL OF EQUIPMENT	3,660	.00	3,660.00	506.48	.00	3,153.52	13.8%
30450 INSURANCE	28,364	.00	28,364.00	6,876.34	.00	21,487.66	24.2%
30463 EQUIPMENT REPAIRS/MAINT	1,224	.00	1,224.00	379.31	.00	844.69	31.0%
30464 FACILITIES REPAIRS/MAINT	45,000	.00	45,000.00	623.70	.00	44,376.30	1.4%
30470 PRINTING & COPYING	500	.00	500.00	.00	.00	500.00	.0%
30480 ADVERTISING	1,800	.00	1,800.00	.00	.00	1,800.00	.0%
30481 GOODWILL	18,700	.00	18,700.00	5,373.78	.00	13,326.22	28.7%
30491 REDEVELOPMENT TAXES	137,178	.00	137,177.61	.00	.00	137,177.61	.0%
30510 OFFICE SUPPLIES	2,800	.00	2,800.00	538.77	.00	2,261.23	19.2%
30520 SUPPLIES	13,000	.00	13,000.00	596.10	.00	12,403.90	4.6%
30522 FUEL	500	.00	500.00	51.09	.00	448.91	10.2%
TOTAL OPERATING EXPENSES	413,210	.00	413,210.11	40,242.99	33,329.50	339,637.62	17.8%
-----							
60 CAPITAL OUTLAY							
-----							
60640 EQUIPMENT PURCHASES	30,000	.00	30,000.00	.00	.00	30,000.00	.0%
TOTAL CAPITAL OUTLAY	30,000	.00	30,000.00	.00	.00	30,000.00	.0%
TOTAL OTHER GEN GOVT SERVICES	449,210	.00	449,210.11	40,242.99	33,329.50	375,637.62	16.4%

FOR 2019 02

JOURNAL DETAIL 2019 1 TO 2019 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01521 LAW ENFORCEMENT</u>							
<u>10 PERSONAL SERVICES</u>							
10110 SALARY	154,512	.00	154,511.76	10,838.40	.00	143,673.36	7.0%
10111 BONUS	1,783	.00	1,782.83	812.88	.00	969.95	45.6%
10120 WAGES	811,415	.00	811,414.74	118,171.12	.00	693,243.62	14.6%
10121 BONUS	9,212	.00	9,212.00	7,479.40	.00	1,732.60	81.2%
10122 SCHOOL CROSSING WAGES	28,766	.00	28,765.84	5,043.21	.00	23,722.63	17.5%
10135 RESERVE OTHER WAGES	30,000	.00	30,000.00	1,402.51	.00	28,597.49	4.7%
10140 OVERTIME	40,000	.00	40,000.00	8,546.34	.00	31,453.66	21.4%
10150 INCENTIVE PAY	29,520	.00	29,520.00	2,847.60	.00	26,672.40	9.6%
10151 HOLIDAY PAY	54,084	.00	54,084.00	12,658.32	.00	41,425.68	23.4%
10155 UNIFORM ALLOWANCE	10,250	.00	10,250.00	.00	.00	10,250.00	.0%
10210 FICA	108,382	.00	108,382.00	12,270.62	.00	96,111.38	11.3%
10220 RETIREMENT	265,703	.00	265,703.00	107,357.97	.00	158,345.03	40.4%
10230 HOSPITALIZATION	154,119	.00	154,118.88	21,286.60	.00	132,832.28	13.8%
10233 LIFE INSURANCE	2,322	.00	2,322.00	306.00	.00	2,016.00	13.2%
10236 DENTAL INSURANCE	4,809	.00	4,809.12	596.48	.00	4,212.64	12.4%
10240 WORKERS COMPENSATION	43,479	.00	43,479.00	17,953.38	.00	25,525.62	41.3%
TOTAL PERSONAL SERVICES	1,748,355	.00	1,748,355.17	327,570.83	.00	1,420,784.34	18.7%
<u>30 OPERATING EXPENSES</u>							
30313 PROFESSIONAL FEES	10,100	.00	10,100.00	1,181.30	.00	8,918.70	11.7%
30340 CONTRACTUAL SERVICES	33,550	.00	33,550.00	13,456.99	5,970.00	14,123.01	57.9%
30400 TRAVEL/PER DIEM	8,000	.00	8,000.00	331.17	.00	7,668.83	4.1%
30410 COMMUNICATIONS	25,175	.00	25,175.00	3,033.21	.00	22,141.79	12.0%
30420 POSTAGE	450	.00	450.00	7.36	.00	442.64	1.6%
30440 RENTAL OF EQUIPMENT	1,620	.00	1,620.00	235.36	.00	1,384.64	14.5%
30443 LEASE PAYMENT	100	.00	100.00	.00	.00	100.00	.0%
30450 INSURANCE	69,484	.00	69,484.00	16,845.14	.00	52,638.86	24.2%
30461 RADIO REPAIRS/MAINT	10,040	.00	10,040.00	5,856.00	.00	4,184.00	58.3%
30462 VEHICLE REPAIRS/MAINT	20,000	.00	20,000.00	7,440.60	.00	12,559.40	37.2%
30463 EQUIPMENT REPAIRS/MAINT	12,460	.00	12,460.00	1,943.82	.00	10,516.18	15.6%
30464 FACILITIES REPAIRS/MAINT	500	.00	500.00	.00	.00	500.00	.0%
30465 SERVICE CONTRACTS	900	.00	900.00	76.34	.00	823.66	8.5%
30470 PRINTING & COPYING	3,000	.00	3,000.00	.00	.00	3,000.00	.0%

FOR 2019 02

JOURNAL DETAIL 2019 1 TO 2019 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30482 PD DONATIONS EXPENSE	0	.00	.00	1,670.00	.00	-1,670.00	100.0%
30510 OFFICE SUPPLIES	3,000	.00	3,000.00	391.26	.00	2,608.74	13.0%
30520 SUPPLIES	6,900	.00	6,900.00	296.93	.00	6,603.07	4.3%
30521 UNIFORMS	15,400	.00	15,400.00	605.39	.00	14,794.61	3.9%
30522 FUEL	59,000	.00	59,000.00	5,916.76	.00	53,083.24	10.0%
30524 PROMOTIONAL	3,500	.00	3,500.00	166.50	.00	3,333.50	4.8%
30540 PROFESSIONAL BOOKS	700	.00	700.00	.00	.00	700.00	.0%
30542 TRAINING & EDUCATION	0	19,900.00	19,900.00	.00	.00	19,900.00	.0%
30543 2ND DOLLAR TNG/POLICE ED F	1,593	.00	1,593.00	248.90	.00	1,344.10	15.6%
30544 MEMBERSHIPS	465	.00	465.00	165.00	.00	300.00	35.5%
30545 TUITION REIMBURSEMENT	11,600	.00	11,600.00	.00	.00	11,600.00	.0%
TOTAL OPERATING EXPENSES	297,537	19,900.00	317,437.00	59,868.03	5,970.00	251,598.97	20.7%
<u>60 CAPITAL OUTLAY</u>							
60640 EQUIPMENT PURCHASES	9,700	.00	9,700.00	20,997.68	.00	-11,297.68	216.5%
60643 EQUIP PURCH NONREPAIRABLE	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
60648 EQUIPMENT PURCHASE GRANT	0	5,492.00	5,492.00	.00	.00	5,492.00	.0%
60649 EQUIPMENT - VEHICLES	95,000	.00	95,000.00	5,590.00	61,490.00	27,920.00	70.6%
TOTAL CAPITAL OUTLAY	105,700	5,492.00	111,192.00	26,587.68	61,490.00	23,114.32	79.2%
<u>90 NON-OPERATING</u>							
90990 CONTINGENCY FUND	500	.00	500.00	.00	.00	500.00	.0%
TOTAL NON-OPERATING	500	.00	500.00	.00	.00	500.00	.0%
TOTAL LAW ENFORCEMENT	2,152,092	25,392.00	2,177,484.17	414,026.54	67,460.00	1,695,997.63	22.1%
TOTAL GENERAL FUND	2,152,092	25,392.00	2,177,484.17	414,026.54	67,460.00	1,695,997.63	22.1%



FOR 2019 02

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	192,720	.00	192,720.00	27,209.34	.00	165,510.66	14.1%
10121 BONUS	1,200	.00	1,200.00	1,800.00	.00	-600.00	150.0%
10132 STIPENDS- FIREFIGHTERS	42,945	.00	42,944.72	1,468.78	.00	41,475.94	3.4%
10210 FICA	18,123	.00	18,123.00	2,331.58	.00	15,791.42	12.9%
10220 RETIREMENT	2,151	.00	2,151.00	73.44	.00	2,077.56	3.4%
10225 STATE FF RETIREMENT CONTRI	15,435	.00	15,435.00	.00	.00	15,435.00	.0%
10233 LIFE INSURANCE	1,296	.00	1,296.00	.00	.00	1,296.00	.0%
10240 WORKERS COMPENSATION	11,633	.00	11,633.00	4,803.50	.00	6,829.50	41.3%
TOTAL PERSONAL SERVICES	285,503	.00	285,502.72	37,686.64	.00	247,816.08	13.2%
-----							
30 OPERATING EXPENSES							
-----							
30313 PROFESSIONAL FEES	5,644	.00	5,643.75	.00	.00	5,643.75	.0%
30340 CONTRACTUAL SERVICES	5,735	.00	5,735.00	669.62	.00	5,065.38	11.7%
30345 CONTRACTUAL VILLAGES	330,280	.00	330,279.60	55,717.86	306,447.90	-31,886.16	109.7%
30400 TRAVEL/PER DIEM	260	.00	260.00	.00	.00	260.00	.0%
30410 COMMUNICATIONS	13,392	.00	13,392.00	624.84	.00	12,767.16	4.7%
30420 POSTAGE	263	.00	263.00	.00	.00	263.00	.0%
30430 ELECTRIC	9,891	.00	9,891.00	810.92	.00	9,080.08	8.2%
30431 WATER	1,386	.00	1,386.00	67.60	.00	1,318.40	4.9%
30440 RENTAL OF EQUIPMENT	1,700	.00	1,700.00	.00	.00	1,700.00	.0%
30450 INSURANCE	30,700	.00	30,700.00	10,230.66	.00	20,469.34	33.3%
30461 RADIO REPAIRS/MAINT	7,510	.00	7,510.20	3,060.50	.00	4,449.70	40.8%
30462 VEHICLE REPAIRS/MAINT	16,000	.00	16,000.00	2,625.84	.00	13,374.16	16.4%
30463 EQUIPMENT REPAIRS/MAINT	10,390	.00	10,390.00	407.76	.00	9,982.24	3.9%
30464 FACILITIES REPAIRS/MAINT	3,150	.00	3,150.00	246.45	.00	2,903.55	7.8%
30465 SERVICE CONTRACTS	210	.00	210.00	.00	.00	210.00	.0%
30481 GOODWILL	310	.00	310.00	.00	.00	310.00	.0%
30490 MISC EXPENSE	600	.00	600.00	.00	.00	600.00	.0%
30510 OFFICE SUPPLIES	896	.00	896.00	.00	.00	896.00	.0%
30520 SUPPLIES	10,100	.00	10,100.00	54.85	.00	10,045.15	.5%
30521 UNIFORMS	8,575	.00	8,575.00	1,693.65	1,253.19	5,628.16	34.4%
30522 FUEL	9,560	.00	9,560.00	566.34	.00	8,993.66	5.9%
30524 PROMOTIONAL	1,200	.00	1,200.00	375.36	.00	824.64	31.3%



12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 13  
glytodbud

FOR 2019 02

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30526 PROTECTIVE CLOTHING	11,764	.00	11,764.00	.00	.00	11,764.00	.0%
30540 PROFESSIONAL BOOKS	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30541 SUBSCRIPTIONS	130	.00	130.00	.00	.00	130.00	.0%
30542 TRAINING & EDUCATION	11,000	.00	11,000.00	.00	.00	11,000.00	.0%
30544 MEMBERSHIPS	585	.00	585.00	45.00	.00	540.00	7.7%
TOTAL OPERATING EXPENSES	492,231	.00	492,230.55	77,197.25	307,701.09	107,332.21	78.2%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	10,000	.00	10,000.00	9,240.72	.00	759.28	92.4%
60649 EQUIPMENT - VEHICLES	10,000	.00	10,000.00	.00	.00	10,000.00	.0%
TOTAL CAPITAL OUTLAY	20,000	.00	20,000.00	9,240.72	.00	10,759.28	46.2%
TOTAL FIRE CONTROL	797,733	.00	797,733.27	124,124.61	307,701.09	365,907.57	54.1%

FOR 2019 02

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	53,560	.00	53,560.00	8,240.00	.00	45,320.00	15.4%
10111 BONUS	618	.00	618.00	618.00	.00	.00	100.0%
10120 WAGES	104,208	.00	104,208.37	15,531.64	.00	88,676.73	14.9%
10121 BONUS	1,226	.00	1,226.40	955.84	.00	270.56	77.9%
10210 FICA	15,460	.00	15,459.55	1,875.01	.00	13,584.54	12.1%
10220 RETIREMENT	13,203	.00	13,203.46	1,963.58	.00	11,239.88	14.9%
10230 HOSPITALIZATION	28,673	.00	28,673.28	4,778.88	.00	23,894.40	16.7%
10233 LIFE INSURANCE	432	.00	432.00	72.00	.00	360.00	16.7%
10236 DENTAL INSURANCE	895	.00	894.72	149.12	.00	745.60	16.7%
10240 WORKERS COMPENSATION	340	.00	340.00	140.39	.00	199.61	41.3%
TOTAL PERSONAL SERVICES	218,616	.00	218,615.78	34,324.46	.00	184,291.32	15.7%
-----							
30 OPERATING EXPENSES							
-----							
30311 ENGINEERING FEES	67,400	.00	67,400.00	1,910.00	.00	65,490.00	2.8%
30312 PLANNING FEES	120,000	.00	120,000.00	4,813.22	.00	115,186.78	4.0%
30340 CONTRACTUAL SERVICES	196,172	.00	196,172.00	3,524.24	.00	192,647.76	1.8%
30400 TRAVEL/PER DIEM	1,500	.00	1,500.00	60.45	.00	1,439.55	4.0%
30410 COMMUNICATIONS	2,410	.00	2,409.84	.00	.00	2,409.84	.0%
30420 POSTAGE	13,500	.00	13,500.00	649.03	.00	12,850.97	4.8%
30450 INSURANCE	2,420	.00	2,420.00	586.69	.00	1,833.31	24.2%
30463 EQUIPMENT REPAIRS/MAINT	5,000	.00	5,000.00	627.94	.00	4,372.06	12.6%
30470 PRINTING & COPYING	3,000	.00	3,000.00	.00	.00	3,000.00	.0%
30510 OFFICE SUPPLIES	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
30520 SUPPLIES	500	.00	500.00	.00	.00	500.00	.0%
30540 PROFESSIONAL BOOKS	3,000	.00	3,000.00	.00	.00	3,000.00	.0%
30542 TRAINING & EDUCATION	1,600	.00	1,600.00	.00	.00	1,600.00	.0%
30544 MEMBERSHIPS	250	.00	250.00	195.00	.00	55.00	78.0%
TOTAL OPERATING EXPENSES	421,752	.00	421,751.84	12,366.57	.00	409,385.27	2.9%
-----							
60 CAPITAL OUTLAY							
-----							

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 15  
glytdbud

FOR 2019 02

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	337.29	.00	11,662.71	2.8%
60640	EQUIPMENT PURCHASES	0	.00	.00	221.00	.00	-221.00	100.0%
	TOTAL CAPITAL OUTLAY	12,000	.00	12,000.00	558.29	.00	11,441.71	4.7%
	TOTAL BUILDING & ZONING	652,368	.00	652,367.62	47,249.32	.00	605,118.30	7.2%

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 16  
glytbdud

FOR 2019 02

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	219,581	.00	219,581.00	17,982.46	.00	201,598.54	8.2%
30435 SOLID WASTE DISPOSAL	197,944	.00	197,944.00	15,851.35	.00	182,092.65	8.0%
30436 YARDWASTE COLLECTION	32,376	.00	32,376.00	2,844.22	.00	29,531.78	8.8%
30437 YARDWASTE DISPOSAL	12,056	.00	12,056.00	1,030.03	.00	11,025.97	8.5%
30438 RECYCLE	44,931	.00	44,931.00	3,812.78	.00	41,118.22	8.5%
TOTAL OPERATING EXPENSES	506,888	.00	506,888.00	41,520.84	.00	465,367.16	8.2%
TOTAL SOLID WASTE	506,888	.00	506,888.00	41,520.84	.00	465,367.16	8.2%



FOR 2019 02

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	.00	.00	7,500.00	.0%
30400	TRAVEL/PER DIEM	250	.00	250.00	.00	.00	250.00	.0%
30467	SYSTEM REPAIRS	10,000	.00	10,000.00	.00	.00	10,000.00	.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	200	.00	200.00	.00	.00	200.00	.0%
30520	SUPPLIES	500	.00	500.00	.00	.00	500.00	.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	22,775	.00	22,775.00	.00	.00	22,775.00	.0%
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	122,775	.00	122,775.00	.00	.00	122,775.00	.0%

FOR 2019 02

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	34,247	.00	34,246.50	5,268.80	.00	28,977.70	15.4%
10111 BONUS	395	.00	395.00	395.16	.00	-.16	100.0%
10120 WAGES	76,859	.00	76,859.00	9,337.98	.00	67,521.02	12.1%
10121 BONUS	887	.00	887.00	197.76	.00	689.24	22.3%
10140 OVERTIME	6,000	.00	6,000.00	198.33	.00	5,801.67	3.3%
10210 FICA	9,661	.00	9,661.00	1,159.61	.00	8,501.39	12.0%
10220 RETIREMENT	7,895	.00	7,895.00	736.44	.00	7,158.56	9.3%
10230 HOSPITALIZATION	17,921	.00	17,920.80	2,986.80	.00	14,934.00	16.7%
10233 LIFE INSURANCE	270	.00	270.00	81.00	.00	189.00	30.0%
10236 DENTAL INSURANCE	559	.00	559.20	130.48	.00	428.72	23.3%
10240 WORKERS COMPENSATION	10,998	.00	10,998.00	4,541.30	.00	6,456.70	41.3%
TOTAL PERSONAL SERVICES	165,692	.00	165,691.50	25,033.66	.00	140,657.84	15.1%
30 OPERATING EXPENSES	-----						
30340 CONTRACTUAL SERVICES	10,000	.00	10,000.00	.00	.00	10,000.00	.0%
30400 TRAVEL/PER DIEM	950	.00	950.00	62.08	.00	887.92	6.5%
30410 COMMUNICATIONS	2,736	.00	2,736.00	194.44	.00	2,541.56	7.1%
30420 POSTAGE	10	.00	10.00	7.41	.00	2.59	74.1%
30430 ELECTRIC	86,004	.00	86,004.00	5,757.30	.00	80,246.70	6.7%
30431 WATER	960	.00	960.00	74.17	.00	885.83	7.7%
30440 RENTAL OF EQUIPMENT	500	.00	500.00	152.75	.00	347.25	30.6%
30450 INSURANCE	27,800	.00	27,800.00	6,739.61	.00	21,060.39	24.2%
30460 REPAIRS	39,250	.00	39,250.00	330.84	.00	38,919.16	.8%
30461 RADIO REPAIRS/MAINT	4,000	.00	4,000.00	1,872.00	.00	2,128.00	46.8%
30462 VEHICLE REPAIRS/MAINT	5,000	.00	5,000.00	241.70	.00	4,758.30	4.8%
30463 EQUIPMENT REPAIRS/MAINT	3,500	.00	3,500.00	147.71	.00	3,352.29	4.2%
30464 FACILITIES REPAIRS/MAINT	11,672	.00	11,672.00	65.52	.00	11,606.48	.6%
30490 MISC EXPENSE	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
30510 OFFICE SUPPLIES	1,500	.00	1,500.00	.00	.00	1,500.00	.0%
30520 SUPPLIES	11,000	.00	11,000.00	210.12	.00	10,789.88	1.9%
30521 UNIFORMS	1,800	.00	1,800.00	120.80	.00	1,679.20	6.7%
30522 FUEL	6,500	.00	6,500.00	124.66	.00	6,375.34	1.9%
30542 TRAINING & EDUCATION	1,000	.00	1,000.00	.00	.00	1,000.00	.0%

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 19  
glytdbud

FOR 2019 02

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30544 MEMBERSHIPS	650	.00	650.00	.00	.00	650.00	.0%
TOTAL OPERATING EXPENSES	217,332	.00	217,332.00	16,101.11	.00	201,230.89	7.4%
60 CAPITAL OUTLAY							
60631 STREETS & ROAD RESURFACING	91,600	.00	91,600.00	867.04	.00	90,732.96	.9%
60640 EQUIPMENT PURCHASES	0	.00	.00	3,415.37	.00	-3,415.37	100.0%
TOTAL CAPITAL OUTLAY	91,600	.00	91,600.00	4,282.41	.00	87,317.59	4.7%
TOTAL ROAD & STREET FACILITIES	474,624	.00	474,623.50	45,417.18	.00	429,206.32	9.6%

FOR 2019 02

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
01571 LIBRARY								
-----								
10 PERSONAL SERVICES								
-----								
10110	SALARY	50,368	.00	50,368.00	7,950.40	.00	42,417.60	15.8%
10111	BONUS	581	.00	581.00	581.28	.00	-.28	100.0%
10120	WAGES	169,778	.00	169,778.00	17,077.72	.00	152,700.28	10.1%
10121	BONUS	2,049	.00	2,049.00	1,082.32	.00	966.68	52.8%
10140	OVERTIME	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
10210	FICA	18,304	.00	18,304.00	1,999.31	.00	16,304.69	10.9%
10220	RETIREMENT	15,494	.00	15,494.00	1,634.04	.00	13,859.96	10.5%
10230	HOSPITALIZATION	28,673	.00	28,673.28	1,985.26	.00	26,688.02	6.9%
10233	LIFE INSURANCE	432	.00	432.00	36.00	.00	396.00	8.3%
10236	DENTAL INSURANCE	895	.00	894.72	37.28	.00	857.44	4.2%
10240	WORKERS COMPENSATION	471	.00	471.00	194.48	.00	276.52	41.3%
TOTAL PERSONAL SERVICES		288,045	.00	288,045.00	32,578.09	.00	255,466.91	11.3%
-----								
30 OPERATING EXPENSES								
-----								
30340	CONTRACTUAL SERVICES	18,588	.00	18,588.00	.00	.00	18,588.00	.0%
30400	TRAVEL/PER DIEM	1,150	.00	1,150.00	378.62	.00	771.38	32.9%
30410	COMMUNICATIONS	21,780	.00	21,780.00	3,585.36	.00	18,194.64	16.5%
30420	POSTAGE	700	.00	700.00	27.45	.00	672.55	3.9%
30430	ELECTRIC	11,520	.00	11,520.00	811.63	.00	10,708.37	7.0%
30431	WATER	2,376	.00	2,376.00	472.16	.00	1,903.84	19.9%
30450	INSURANCE	6,912	.00	6,912.00	1,675.69	.00	5,236.31	24.2%
30464	FACILITIES REPAIRS/MAINT	3,560	.00	3,560.00	228.58	.00	3,331.42	6.4%
30465	SERVICE CONTRACTS	1,344	.00	1,344.00	270.87	.00	1,073.13	20.2%
30483	PROGRAMS	1,900	.00	1,900.00	76.66	.00	1,823.34	4.0%
30510	OFFICE SUPPLIES	8,500	.00	8,500.00	203.53	.00	8,296.47	2.4%
30520	SUPPLIES	6,850	.00	6,850.00	1,666.94	3,798.00	1,385.06	79.8%
30524	PROMOTIONAL	1,750	.00	1,750.00	.00	.00	1,750.00	.0%
30541	SUBSCRIPTIONS	2,000	.00	2,000.00	777.08	.00	1,222.92	38.9%
30542	TRAINING & EDUCATION	2,145	.00	2,145.00	.00	.00	2,145.00	.0%
30544	MEMBERSHIPS	345	.00	345.00	.00	.00	345.00	.0%
30545	TUITION REIMBURSEMENT	500	.00	500.00	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES		91,920	.00	91,920.00	10,174.57	3,798.00	77,947.43	15.2%
-----								
60 CAPITAL OUTLAY								
-----								

FOR 2019 02

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----								
01571	LIBRARY							
60660	LIBRARY BOOKS	73,000	-20,000.00	53,000.00	3,778.12	984.87	48,237.01	9.0%
60663	LIBRARY CONSTRUCTION	258,111	85,000.00	343,110.50	661,080.44	254,557.31	-572,527.25	266.9%
60664	LIBRARY DVDS	3,500	.00	3,500.00	534.37	.00	2,965.63	15.3%
	TOTAL CAPITAL OUTLAY	334,611	65,000.00	399,610.50	665,392.93	255,542.18	-521,324.61	230.5%
	TOTAL LIBRARY	714,576	65,000.00	779,575.50	708,145.59	259,340.18	-187,910.27	124.1%



FOR 2019 02

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----							
01572 MUNICIPAL POOL	-----						
10 PERSONAL SERVICES	-----						
10120 WAGES	44,642	.00	44,642.00	111.47	.00	44,530.53	.2%
10140 OVERTIME	500	.00	500.00	.00	.00	500.00	.0%
10210 FICA	3,453	.00	3,453.00	8.52	.00	3,444.48	.2%
10240 WORKERS COMPENSATION	1,842	.00	1,842.00	760.60	.00	1,081.40	41.3%
TOTAL PERSONAL SERVICES	50,437	.00	50,437.00	880.59	.00	49,556.41	1.7%
-----							
30 OPERATING EXPENSES	-----						
30340 CONTRACTUAL SERVICES	1,700	.00	1,700.00	229.20	.00	1,470.80	13.5%
30400 TRAVEL/PER DIEM	2,100	.00	2,100.00	.00	.00	2,100.00	.0%
30410 COMMUNICATIONS	2,388	.00	2,388.00	322.43	.00	2,065.57	13.5%
30420 POSTAGE	25	.00	25.00	10.00	.00	15.00	40.0%
30430 ELECTRIC	7,200	.00	7,200.00	602.64	.00	6,597.36	8.4%
30431 WATER	6,420	.00	6,420.00	272.85	.00	6,147.15	4.3%
30440 RENTAL OF EQUIPMENT	1,020	.00	1,020.00	.00	.00	1,020.00	.0%
30450 INSURANCE	4,452	.00	4,452.00	1,079.31	.00	3,372.69	24.2%
30463 EQUIPMENT REPAIRS/MAINT	550	.00	550.00	.00	.00	550.00	.0%
30464 FACILITIES REPAIRS/MAINT	5,700	.00	5,700.00	.00	.00	5,700.00	.0%
30470 PRINTING & COPYING	200	.00	200.00	.00	.00	200.00	.0%
30480 ADVERTISING	800	.00	800.00	.00	.00	800.00	.0%
30499 LICENSE/PERMITS	275	.00	275.00	.00	.00	275.00	.0%
30510 OFFICE SUPPLIES	300	.00	300.00	.00	.00	300.00	.0%
30520 SUPPLIES	3,500	.00	3,500.00	23.89	.00	3,476.11	.7%
30521 UNIFORMS	1,408	.00	1,408.00	.00	.00	1,408.00	.0%
30529 POOL CHEMICALS	13,000	.00	13,000.00	618.75	.00	12,381.25	4.8%
30530 POOL CONCESSION	2,500	.00	2,500.00	.00	.00	2,500.00	.0%
30542 TRAINING & EDUCATION	3,600	.00	3,600.00	.00	.00	3,600.00	.0%
30544 MEMBERSHIPS	600	.00	600.00	.00	.00	600.00	.0%
TOTAL OPERATING EXPENSES	57,738	.00	57,738.00	3,159.07	.00	54,578.93	5.5%
-----							
60 CAPITAL OUTLAY	-----						

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 23  
glytdbud

FOR 2019 02

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640	EQUIPMENT PURCHASES	13,200	.00	13,200.00	.00	.00	13,200.00	.0%
	TOTAL CAPITAL OUTLAY	13,200	.00	13,200.00	.00	.00	13,200.00	.0%
	TOTAL MUNICIPAL POOL	121,375	.00	121,375.00	4,039.66	.00	117,335.34	3.3%

FOR 2019 02

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	70,871	.00	70,871.00	6,568.97	.00	64,302.03	9.3%
10121 BONUS	818	.00	818.00	817.92	.00	.08	100.0%
10140 OVERTIME	3,000	.00	3,000.00	293.80	.00	2,706.20	9.8%
10210 FICA	6,076	.00	6,076.00	582.25	.00	5,493.75	9.6%
10220 RETIREMENT	4,740	.00	4,740.00	498.66	.00	4,241.34	10.5%
10230 HOSPITALIZATION	14,337	.00	14,336.64	3,672.61	.00	10,664.03	25.6%
10233 LIFE INSURANCE	216	.00	216.00	36.00	.00	180.00	16.7%
10236 DENTAL INSURANCE	447	.00	447.36	74.56	.00	372.80	16.7%
10240 WORKERS COMPENSATION	3,047	.00	3,047.00	1,258.17	.00	1,788.83	41.3%
TOTAL PERSONAL SERVICES	103,552	.00	103,552.00	13,802.94	.00	89,749.06	13.3%
30 OPERATING EXPENSES	-----						
30340 CONTRACTUAL SERVICES	22,300	.00	22,300.00	420.00	.00	21,880.00	1.9%
30410 COMMUNICATIONS	36	.00	36.00	.93	.00	35.07	2.6%
30430 ELECTRIC	13,920	.00	13,920.00	403.87	.00	13,516.13	2.9%
30431 WATER	4,000	.00	4,000.00	241.25	.00	3,758.75	6.0%
30440 RENTAL OF EQUIPMENT	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30450 INSURANCE	14,560	.00	14,560.00	3,529.81	.00	11,030.19	24.2%
30462 VEHICLE REPAIRS/MAINT	6,000	.00	6,000.00	193.25	.00	5,806.75	3.2%
30463 EQUIPMENT REPAIRS/MAINT	7,450	.00	7,450.00	84.09	.00	7,365.91	1.1%
30464 FACILITIES REPAIRS/MAINT	19,500	.00	19,500.00	13.39	.00	19,486.61	.1%
30510 OFFICE SUPPLIES	500	.00	500.00	.00	.00	500.00	.0%
30520 SUPPLIES	9,000	.00	9,000.00	646.75	.00	8,353.25	7.2%
30521 UNIFORMS	2,016	.00	2,016.00	154.78	.00	1,861.22	7.7%
30522 FUEL	6,000	.00	6,000.00	1,357.53	.00	4,642.47	22.6%
53901 CEMETERY COSTS	0	.00	.00	764.00	.00	-764.00	100.0%
TOTAL OPERATING EXPENSES	106,282	.00	106,282.00	7,809.65	.00	98,472.35	7.3%
60 CAPITAL OUTLAY	-----						

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 25  
glytbdud

FOR 2019 02

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60637	GARDENIA PARK	50,000	.00	50,000.00	.00	.00	50,000.00	.0%
60640	EQUIPMENT PURCHASES	6,500	.00	6,500.00	.00	.00	6,500.00	.0%
	TOTAL CAPITAL OUTLAY	56,500	.00	56,500.00	.00	.00	56,500.00	.0%
	TOTAL PARKS/RECREATION MAINTEN	266,334	.00	266,334.00	21,612.59	.00	244,721.41	8.1%

FOR 2019 02

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	50,368	.00	50,367.82	7,750.40	.00	42,617.42	15.4%
10111 BONUS	581	.00	581.17	581.28	.00	-.11	100.0%
10120 WAGES	37,907	.00	37,907.09	3,974.95	.00	33,932.14	10.5%
10121 BONUS	300	.00	300.00	467.56	.00	-167.56	155.9%
10159 PHONE ALLOWANCE	180	.00	180.00	.00	.00	180.00	.0%
10210 FICA	7,378	.00	7,378.24	924.08	.00	6,454.16	12.5%
10220 RETIREMENT	7,292	.00	7,291.51	926.11	.00	6,365.40	12.7%
10230 HOSPITALIZATION	7,168	.00	7,168.32	1,194.72	.00	5,973.60	16.7%
10233 LIFE INSURANCE	108	.00	108.00	18.00	.00	90.00	16.7%
10236 DENTAL INSURANCE	224	.00	223.68	37.28	.00	186.40	16.7%
10240 WORKERS COMPENSATION	3,637	.00	3,637.00	1,501.79	.00	2,135.21	41.3%
TOTAL PERSONAL SERVICES	115,143	.00	115,142.83	17,376.17	.00	97,766.66	15.1%
-----							
30 OPERATING EXPENSES	-----						
-----							
30340 CONTRACTUAL SERVICES	31,025	.00	31,025.00	1,808.00	.00	29,217.00	5.8%
30400 TRAVEL/PER DIEM	6,500	.00	6,499.98	.00	.00	6,499.98	.0%
30410 COMMUNICATIONS	3,960	.00	3,960.00	844.22	.00	3,115.78	21.3%
30420 POSTAGE	300	.00	300.00	.47	.00	299.53	.2%
30430 ELECTRIC	1,200	.00	1,200.00	96.93	.00	1,103.07	8.1%
30431 WATER	420	.00	420.00	34.87	.00	385.13	8.3%
30450 INSURANCE	2,920	.00	2,920.00	707.90	.00	2,212.10	24.2%
30462 VEHICLE REPAIRS/MAINT	500	.00	500.00	.00	.00	500.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	3,850	.00	3,850.00	.00	.00	3,850.00	.0%
30464 FACILITIES REPAIRS/MAINT	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30470 PRINTING & COPYING	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30480 ADVERTISING	7,500	.00	7,500.00	288.78	.00	7,211.22	3.9%
30510 OFFICE SUPPLIES	900	.00	900.00	26.73	.00	873.27	3.0%
30519 SUPPLIES SENIOR SOCIAL	4,800	.00	4,800.00	367.85	.00	4,432.15	7.7%
30520 SUPPLIES	6,700	.00	6,700.00	1,055.68	.00	5,644.32	15.8%
30522 FUEL	800	.00	800.00	21.35	.00	778.65	2.7%
30542 TRAINING & EDUCATION	2,800	.00	2,800.00	.00	.00	2,800.00	.0%
30544 MEMBERSHIPS	906	.00	905.75	125.00	.00	780.75	13.8%
TOTAL OPERATING EXPENSES	78,081	.00	78,080.73	5,377.78	.00	72,702.95	6.9%



12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 27  
glytdbud

FOR 2019 02

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----							
60 CAPITAL OUTLAY							
-----							
60630 IMPROVEMENTS	60,000	-5,000.00	55,000.00	.00	.00	55,000.00	.0%
60640 EQUIPMENT PURCHASES	6,500	.00	6,500.00	.00	.00	6,500.00	.0%
TOTAL CAPITAL OUTLAY	66,500	-5,000.00	61,500.00	.00	.00	61,500.00	.0%
TOTAL RECREATION	259,724	-5,000.00	254,723.56	22,753.95	.00	231,969.61	8.9%

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 28  
glytdbud

FOR 2019 02

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----							
01581 INTERFUND TRANSFERS							
-----							
90 NON-OPERATING							
-----							
90914 XFER TO UTILITY	240,000	.00	240,000.00	.00	.00	240,000.00	.0%
90920 TRANSFER TO RESERVE	220,000	.00	220,000.00	.00	.00	220,000.00	.0%
TOTAL NON-OPERATING	460,000	.00	460,000.00	.00	.00	460,000.00	.0%
TOTAL INTERFUND TRANSFERS	460,000	.00	460,000.00	.00	.00	460,000.00	.0%
TOTAL GENERAL FUND	-19,900	.00	-19,900.16	549,649.92	679,730.77	-1,249,280.85	-6177.7%
TOTAL REVENUES	-7,756,429	-65,492.00	-7,821,921.16	-1,035,612.51	.00	-6,786,308.65	
TOTAL EXPENSES	7,736,529	65,492.00	7,802,021.00	1,585,262.43	679,730.77	5,537,027.80	

FOR 2019 02

JOURNAL DETAIL 2019 1 TO 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND	-19,900	19,900.00	-.16	549,649.92	679,730.77	-1,229,380.85	%
TOTAL REVENUES	-7,756,429	-65,492.00	-7,821,921.16	<u>-1,035,612.51</u>	.00	-6,786,308.65	
TOTAL EXPENSES	<u>7,736,529</u>	85,392.00	7,821,921.00	<u>1,585,262.43</u>	679,730.77	5,556,927.80	
GRAND TOTAL	-19,900	19,900.00	-.16	549,649.92	679,730.77	-1,229,380.85	%

\*\* END OF REPORT - Generated by Jeannine Racine \*\*

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED  
NOVEMBER 30, 2018

P 29  
glytdbud

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
200 REDEVELOPMENT TRUST FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
20001 REDEVELOPMENT FUND REVENU							
-----							
33 INTERGOVERN. REVENUE							
-----							
33901 CITY OF FRUITLAND PARK	-137,178	.00	-137,177.61	.00	.00	-137,177.61	.0%
33902 LAKE COUNTY COMMISSION	-168,211	.00	-168,210.82	.00	.00	-168,210.82	.0%
33903 LAKE CO WATER AUTHORITY	-8,789	.00	-8,788.90	.00	.00	-8,788.90	.0%
33904 LAKE CO AMBULANCE DISTRICT	-15,214	.00	-15,213.91	.00	.00	-15,213.91	.0%
TOTAL INTERGOVERN. REVENUE	-329,391	.00	-329,391.24	.00	.00	-329,391.24	.0%
36 MISC. REVENUE							
-----							
36110 INTEREST INCOME	-1,274	.00	-1,274.00	-97.28	.00	-1,176.72	7.6%
TOTAL MISC. REVENUE	-1,274	.00	-1,274.00	-97.28	.00	-1,176.72	7.6%
TOTAL REDEVELOPMENT FUND REVEN	-330,665	.00	-330,665.24	-97.28	.00	-330,567.96	.0%

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
200 REDEVELOPMENT TRUST FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
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							
-----							
60631 STREETS & ROAD RESURFACING	120,000	.00	120,000.00	.00	.00	120,000.00	.0%
60655 SYSTEM IMPROVEMENTS	0	.00	.00	8,320.57	800.00	-9,120.57	100.0%
TOTAL CAPITAL OUTLAY	120,000	.00	120,000.00	8,320.57	800.00	110,879.43	7.6%
90 NON-OPERATING							
-----							
90990 CONTINGENCY FUND	157,301	.00	157,301.00	.00	.00	157,301.00	.0%
TOTAL NON-OPERATING	157,301	.00	157,301.00	.00	.00	157,301.00	.0%
TOTAL COMMUNITY REDEVELOPMENT	291,871	.00	291,871.00	8,495.57	800.00	282,575.43	3.2%



FOR 2019 02

ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----							
20581 INTERFUND TRANSFER							
-----							
90 NON-OPERATING							
-----							
90916 XFER TO GENERAL FUND	38,794	.00	38,794.30	.00	.00	38,794.30	.0%
TOTAL NON-OPERATING	38,794	.00	38,794.30	.00	.00	38,794.30	.0%
TOTAL INTERFUND TRANSFER	38,794	.00	38,794.30	.00	.00	38,794.30	.0%
TOTAL REDEVELOPMENT TRUST FUND	0	.00	.06	8,398.29	800.00	-9,198.23	%
TOTAL REVENUES	-330,665	.00	-330,665.24	-97.28	.00	-330,567.96	
TOTAL EXPENSES	330,665	.00	330,665.30	8,495.57	800.00	321,369.73	

FOR 2019 02

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 DISCRETIONALY SALES SURTAX	-766,174	.00	-766,174.00	-70,212.54	.00	-695,961.46	9.2%
TOTAL TAXES	-766,174	.00	-766,174.00	-70,212.54	.00	-695,961.46	9.2%
-----							
36 MISC. REVENUE							
-----							
36120 INTEREST EARNED	-3,240	.00	-3,240.00	-474.95	.00	-2,765.05	14.7%
TOTAL MISC. REVENUE	-3,240	.00	-3,240.00	-474.95	.00	-2,765.05	14.7%
TOTAL CAPITAL PROJECTS REVENUE	-769,414	.00	-769,414.00	-70,687.49	.00	-698,726.51	9.2%

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED  
NOVEMBER 30, 2018

P 33  
glytdbud

FOR 2019 02

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	.00	.00	67,080.00	.0%
	TOTAL CAPITAL OUTLAY	67,080	.00	67,080.00	.00	.00	67,080.00	.0%
	TOTAL LAW ENFORCEMENT CAP PROJ	67,080	.00	67,080.00	.00	.00	67,080.00	.0%

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED  
NOVEMBER 30, 2018

P 34  
glytdbud

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
30522 FIRE DEPT CAPITAL PROJECT							
-----							
60 CAPITAL OUTLAY							
-----							
60640 EQUIPMENT PURCHASES	35,720	.00	35,720.00	.00	.00	35,720.00	.0%
TOTAL CAPITAL OUTLAY	35,720	.00	35,720.00	.00	.00	35,720.00	.0%
TOTAL FIRE DEPT CAPITAL PROJEC	35,720	.00	35,720.00	.00	.00	35,720.00	.0%

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED  
NOVEMBER 30, 2018

P 35  
glytdbud

FOR 2019 02

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	263,650	-30,000.00	233,650.00	.00	.00	233,650.00	.0%
	TOTAL CAPITAL OUTLAY	263,650	-30,000.00	233,650.00	.00	.00	233,650.00	.0%
	TOTAL LIBRARY CAPITAL PROJECTS	263,650	-30,000.00	233,650.00	.00	.00	233,650.00	.0%



12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED  
NOVEMBER 30, 2018

P 36  
glytbdud

FOR 2019 02

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	12,500	.00	12,500.00	18,000.00	.00	-5,500.00	144.0%
60640 EQUIPMENT PURCHASES	12,500	.00	12,500.00	.00	.00	12,500.00	.0%
TOTAL CAPITAL OUTLAY	25,000	.00	25,000.00	18,000.00	.00	7,000.00	72.0%
TOTAL RECREATION CAP PROJECTS	25,000	.00	25,000.00	18,000.00	.00	7,000.00	72.0%

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED
-----							
30581 INTERFUND TRANSFERS							
-----							
90 NON-OPERATING							
-----							
90914 XFER TO UTILITY	358,528	.00	358,527.88	.00	.00	358,527.88	.0%
90916 XFER TO GENERAL FUND	0	30,000.00	30,000.00	.00	.00	30,000.00	.0%
90920 TRANSFER TO RESERVE	19,436	.00	19,436.00	.00	.00	19,436.00	.0%
TOTAL NON-OPERATING	377,964	30,000.00	407,963.88	.00	.00	407,963.88	.0%
TOTAL INTERFUND TRANSFERS	377,964	30,000.00	407,963.88	.00	.00	407,963.88	.0%
TOTAL CAPITAL PROJECTS FUND	0	.00	-.12	-52,687.49	.00	52,687.37	%
<u>TOTAL REVENUES</u>	-769,414	.00	-769,414.00	<u>-70,687.49</u>	.00	-698,726.51	
<u>TOTAL EXPENSES</u>	769,414	.00	769,413.88	<u>18,000.00</u>	.00	751,413.88	

FOR 2019 02

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	-44,817	.00	-44,817.00	-7,791.44	.00	-37,025.56	17.4%
34331 SALE OF WATER	-661,608	.00	-661,608.00	-114,486.04	.00	-547,121.96	17.3%
34332 INSTALLATION OF METERS	-30,600	.00	-30,600.00	-13,800.00	.00	-16,800.00	45.1%
34333 BACKFLOW INSTALLATION	-4,165	.00	-4,165.00	-1,943.27	.00	-2,221.73	46.7%
34334 WATER LINE INSTALLATION	-513	.00	-513.00	.00	.00	-513.00	.0%
34335 OTHER REVENUES	-61,421	.00	-61,421.00	-12,646.08	.00	-48,774.92	20.6%
TOTAL CHARGES FOR SERVICES	-803,124	.00	-803,124.00	-150,666.83	.00	-652,457.17	18.8%
36 MISC. REVENUE	-----						
36120 INTEREST EARNED	-23,234	.00	-23,234.00	-582.14	.00	-22,651.86	2.5%
36320 WATER IMPACT FEE	-45,260	.00	-45,260.00	-43,527.15	.00	-1,732.85	96.2%
TOTAL MISC. REVENUE	-68,494	.00	-68,494.00	-44,109.29	.00	-24,384.71	64.4%
38 NON REVENUES	-----						
38004 XFER IN RETAINED EARNING	-122,288	.00	-122,288.21	.00	.00	-122,288.21	.0%
TOTAL NON REVENUES	-122,288	.00	-122,288.21	.00	.00	-122,288.21	.0%
TOTAL WATER UTILITY REVENUES	-993,906	.00	-993,906.21	-194,776.12	.00	-799,130.09	19.6%

FOR 2019 02

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
-----							
40301 SEWER UTILTIY REVENUES							
-----							
34 CHARGES FOR SERVICES							
-----							
34334 WATER LINE INSTALLATION	-2,000	.00	-2,000.00	.00	.00	-2,000.00	.0%
34339 SEWER DECOMMISSION	-2,200	.00	-2,200.00	-700.00	.00	-1,500.00	31.8%
34351 SEWER UTILITY REVENUE	-145,437	.00	-145,437.00	-25,934.08	.00	-119,502.92	17.8%
34352 ELECTRIC CONNECTION SEWER	-3,000	.00	-3,000.00	-600.00	.00	-2,400.00	20.0%
TOTAL CHARGES FOR SERVICES	-152,637	.00	-152,637.00	-27,234.08	.00	-125,402.92	17.8%
36 MISC. REVENUE							
-----							
36321 SEWER IMPACT FEE	-40,247	.00	-40,247.00	-103,703.60	.00	63,456.60	257.7%
TOTAL MISC. REVENUE	-40,247	.00	-40,247.00	-103,703.60	.00	63,456.60	257.7%
38 NON REVENUES							
-----							
38006 XFER IN IMPACT FEES	-137,669	.00	-137,669.00	.00	.00	-137,669.00	.0%
38100 XFER IN GENERAL FUND	-240,000	.00	-240,000.00	.00	.00	-240,000.00	.0%
38300 XFER IN CAPITAL PROJECT	-358,528	.00	-358,527.88	.00	.00	-358,527.88	.0%
TOTAL NON REVENUES	-736,197	.00	-736,196.88	.00	.00	-736,196.88	.0%
TOTAL SEWER UTILTIY REVENUES	-929,081	.00	-929,080.88	-130,937.68	.00	-798,143.20	14.1%

FOR 2019 02

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	90,485	.00	90,484.50	13,921.60	.00	76,562.90	15.4%
10111	BONUS	1,693	.00	1,693.00	1,044.12	.00	648.88	61.7%
10120	WAGES	212,458	.00	212,458.00	27,482.36	.00	184,975.64	12.9%
10121	BONUS	2,246	.00	2,246.00	1,721.68	.00	524.32	76.7%
10140	OVERTIME	10,000	.00	10,000.00	1,356.61	.00	8,643.39	13.6%
10210	FICA	25,931	.00	25,931.00	3,458.95	.00	22,472.05	13.3%
10220	RETIREMENT	19,092	.00	19,092.00	2,108.54	.00	16,983.46	11.0%
10230	HOSPITALIZATION	50,178	.00	50,178.24	6,973.60	.00	43,204.64	13.9%
10233	LIFE INSURANCE	756	.00	756.00	90.00	.00	666.00	11.9%
10236	DENTAL INSURANCE	1,566	.00	1,565.76	149.12	.00	1,416.64	9.5%
10240	WORKERS COMPENSATION	9,905	.00	9,905.00	4,089.98	.00	5,815.02	41.3%
	TOTAL PERSONAL SERVICES	424,310	.00	424,309.50	62,396.56	.00	361,912.94	14.7%
-----								
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	.00	.00	10,000.00	.0%
30320	AUDIT FEES	7,450	.00	7,450.00	1,500.00	5,950.00	.00	100.0%
30340	CONTRACTUAL SERVICES	136,655	.00	136,654.50	17,529.53	.00	119,124.97	12.8%
30344	BANK FEES/SERVICE CHARGES	3,500	.00	3,500.00	1,149.99	.00	2,350.01	32.9%
30400	TRAVEL/PER DIEM	500	.00	500.00	.00	.00	500.00	.0%
30410	COMMUNICATIONS	9,480	.00	9,480.00	1,545.64	.00	7,934.36	16.3%
30420	POSTAGE	11,314	.00	11,314.00	946.53	.00	10,367.47	8.4%
30430	ELECTRIC	50,400	.00	50,400.00	4,511.21	.00	45,888.79	9.0%
30440	RENTAL OF EQUIPMENT	500	.00	500.00	.00	.00	500.00	.0%
30450	INSURANCE	13,084	.00	13,084.00	3,171.98	.00	9,912.02	24.2%
30460	REPAIRS	25,681	.00	25,681.00	7,206.07	.00	18,474.93	28.1%
30462	VEHICLE REPAIRS/MAINT	4,500	.00	4,500.00	296.29	.00	4,203.71	6.6%
30463	EQUIPMENT REPAIRS/MAINT	6,000	.00	6,000.00	52.45	.00	5,947.55	.9%
30464	FACILITIES REPAIRS/MAINT	12,500	.00	12,500.00	107.38	.00	12,392.62	.9%
30466	FIRE HYDRANT REPLACEMENT	7,500	.00	7,500.00	.00	.00	7,500.00	.0%
30470	PRINTING & COPYING	500	.00	500.00	.00	.00	500.00	.0%
30480	ADVERTISING	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30510	OFFICE SUPPLIES	1,000	.00	1,000.00	198.97	.00	801.03	19.9%



12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 41  
glytdbud

FOR 2019 02

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30520 SUPPLIES	138,000	.00	138,000.00	11,058.18	.00	126,941.82	8.0%
30521 UNIFORMS	3,375	.00	3,374.76	306.06	.00	3,068.70	9.1%
30522 FUEL	9,000	.00	9,000.00	1,070.48	.00	7,929.52	11.9%
30542 TRAINING & EDUCATION	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30544 MEMBERSHIPS	2,000	.00	2,000.00	371.00	.00	1,629.00	18.6%
TOTAL OPERATING EXPENSES	458,438	.00	458,438.26	51,021.76	5,950.00	401,466.50	12.4%
60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	0	.00	.00	14.24	.00	-14.24	100.0%
TOTAL CAPITAL OUTLAY	0	.00	.00	14.24	.00	-14.24	100.0%
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	10,000	.00	10,000.00	.00	.00	10,000.00	.0%
90991 BAD DEBT EXPENSE	750	.00	750.00	.00	.00	750.00	.0%
TOTAL NON-OPERATING	10,750	.00	10,750.00	.00	.00	10,750.00	.0%
TOTAL WATER UTILITY SERVICES	907,685	.00	907,684.76	113,432.56	5,950.00	788,302.20	13.2%

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
400 UTILITY FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
40535 SEWER UTILITY SERVICES							
-----							
10 PERSONAL SERVICES							
-----							
10120 WAGES	69,628	.00	69,628.00	11,237.42	.00	58,390.58	16.1%
10121 BONUS	803	.00	803.00	502.80	.00	300.20	62.6%
10140 OVERTIME	3,000	.00	3,000.00	1,695.32	.00	1,304.68	56.5%
10210 FICA	6,076	.00	6,076.00	937.58	.00	5,138.42	15.4%
10220 RETIREMENT	6,000	.00	6,000.00	1,068.25	.00	4,931.75	17.8%
10230 HOSPITALIZATION	14,337	.00	14,336.64	1,194.72	.00	13,141.92	8.3%
10233 LIFE INSURANCE	216	.00	216.00	18.00	.00	198.00	8.3%
10236 DENTAL INSURANCE	447	.00	447.36	.00	.00	447.36	.0%
10240 WORKERS COMPENSATION	2,922	.00	2,922.00	1,206.56	.00	1,715.44	41.3%
TOTAL PERSONAL SERVICES	103,429	.00	103,429.00	17,860.65	.00	85,568.35	17.3%
-----							
30 OPERATING EXPENSES							
-----							
30311 ENGINEERING FEES	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30320 AUDIT FEES	7,450	.00	7,450.00	1,500.00	5,950.00	.00	100.0%
30340 CONTRACTUAL SERVICES	37,000	.00	37,000.00	1,402.00	.00	35,598.00	3.8%
30347 CONTRACTUAL LADY LAKE	240,000	.00	240,000.00	.00	.00	240,000.00	.0%
30400 TRAVEL/PER DIEM	500	.00	500.00	.00	.00	500.00	.0%
30420 POSTAGE	50	.00	50.00	.00	.00	50.00	.0%
30430 ELECTRIC	20,040	.00	20,040.00	1,580.13	.00	18,459.87	7.9%
30431 WATER	5,100	.00	5,100.00	165.71	.00	4,934.29	3.2%
30440 RENTAL OF EQUIPMENT	500	.00	500.00	.00	.00	500.00	.0%
30450 INSURANCE	13,350	.00	13,350.00	3,407.44	.00	9,942.56	25.5%
30462 VEHICLE REPAIRS/MAINT	5,000	.00	5,000.00	.00	.00	5,000.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	1,000	.00	1,000.00	154.22	.00	845.78	15.4%
30464 FACILITIES REPAIRS/MAINT	2,000	.00	2,000.00	.00	.00	2,000.00	.0%
30467 SYSTEM REPAIRS	28,674	.00	28,674.00	191.25	.00	28,482.75	.7%
30510 OFFICE SUPPLIES	1,000	.00	1,000.00	.00	.00	1,000.00	.0%
30520 SUPPLIES	9,000	.00	9,000.00	348.58	.00	8,651.42	3.9%
30521 UNIFORMS	2,000	.00	2,000.00	106.74	.00	1,893.26	5.3%
30522 FUEL	4,000	.00	4,000.00	950.16	.00	3,049.84	23.8%
30542 TRAINING & EDUCATION	2,200	.00	2,200.00	.00	.00	2,200.00	.0%
TOTAL OPERATING EXPENSES	379,864	.00	379,864.00	9,806.23	5,950.00	364,107.77	4.1%
-----							
60 CAPITAL OUTLAY							
-----							

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
400 UTILITY FUND							
-----							
40535 SEWER UTILITY SERVICES							
60640 EQUIPMENT PURCHASES	40,000	.00	40,000.00	1,429.63	.00	38,570.37	3.6%
60655 SYSTEM IMPROVEMENTS	0	.00	.00	782.00	.00	-782.00	100.0%
<i>WAS BUILT IN 2018</i>							
TOTAL CAPITAL OUTLAY	40,000	.00	40,000.00	2,211.63	.00	37,788.37	5.5%
-----							
70 DEBT SERVICE							
70740 DEBT SERVICE LOAN PRINC SR	114,205	.00	114,204.64	.00	.00	114,204.64	.0%
70741 INTEREST SEWER SRF LOAN #1	3,320	.00	3,319.91	.00	.00	3,319.91	.0%
70742 INTEREST SEWER SRF LOAN #2	20,144	.00	20,143.91	.00	.00	20,143.91	.0%
70744 INTEREST SEWER BB&T BANK L	53,231	.00	53,231.15	27,458.52	.00	25,772.63	51.6%
70745 DEBT SERV LOAN PRINC BB&T	291,110	.00	291,109.72	144,711.92	.00	146,397.80	49.7%
TOTAL DEBT SERVICE	482,009	.00	482,009.33	172,170.44	.00	309,838.89	35.7%
-----							
90 NON-OPERATING							
90940 CONTINGENCY FUND	10,000	.00	10,000.00	.00	.00	10,000.00	.0%
TOTAL NON-OPERATING	10,000	.00	10,000.00	.00	.00	10,000.00	.0%
TOTAL SEWER UTILITY SERVICES	1,015,302	.00	1,015,302.33	202,048.95	5,950.00	807,303.38	20.5%
TOTAL UTILITY FUND	0	.00	.00	-10,232.29	11,900.00	-1,667.71	100.0%
TOTAL REVENUES	-1,922,987	.00	-1,922,987.09	-325,713.80	.00	-1,597,273.29	
TOTAL EXPENSES	1,922,987	.00	1,922,987.09	315,481.51	11,900.00	1,595,605.58	

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 44  
glytdbud

FOR 2019 02

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	-510.26	.00	-2,409.74	17.5%
36120 INTEREST EARNED	-7,600	.00	-7,600.00	-1,107.68	.00	-6,492.32	14.6%
36130 CHANGE IN FAIR MARKET VALU	0	.00	.00	12,214.92	.00	-12,214.92	100.0%
TOTAL MISC. REVENUE	-10,520	.00	-10,520.00	10,596.98	.00	-21,116.98	-100.7%
-----							
38 NON REVENUES							
-----							
38500 PARTICIPANTS CONTRIBUTION	-2,207	.00	-2,207.00	.00	.00	-2,207.00	.0%
38501 CITY CONTRIBUTION	-2,207	.00	-2,207.00	.00	.00	-2,207.00	.0%
38510 STATE INS CONTRIBUTION	-15,435	.00	-15,435.00	.00	.00	-15,435.00	.0%
TOTAL NON REVENUES	-19,849	.00	-19,849.00	.00	.00	-19,849.00	.0%
TOTAL FIRE PENSION REVENUES	-30,369	.00	-30,369.00	10,596.98	.00	-40,965.98	-34.9%

12/18/2018 12:24  
808spark

CITY OF FRUITLAND PARK  
YEAR TO DATE BUDGET - 16.7% LAPSED

NOVEMBER 30, 2018

P 45  
glytbdud

FOR 2019 02

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
600 FIRE PENSION FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
-----							
60522 FIRE PENSION TRUST FUND							
-----							
30 OPERATING EXPENSES							
-----							
30490 MISC EXPENSE	26,169	.00	26,169.00	.00	.00	26,169.00	.0%
30494 RETIREMENT REFUNDS	3,000	.00	3,000.00	.00	.00	3,000.00	.0%
30496 RETIREMENT BENEFITS	1,200	.00	1,200.00	183.46	.00	1,016.54	15.3%
TOTAL OPERATING EXPENSES	30,369	.00	30,369.00	183.46	.00	30,185.54	.6%
TOTAL FIRE PENSION TRUST FUND	30,369	.00	30,369.00	183.46	.00	30,185.54	.6%
TOTAL FIRE PENSION FUND	0	.00	.00	10,780.44	.00	-10,780.44	100.0%
TOTAL REVENUES	-30,369	.00	-30,369.00	10,596.98	.00	-40,965.98	
TOTAL EXPENSES	30,369	.00	30,369.00	183.46	.00	30,185.54	



FOR 2019 02

JOURNAL DETAIL 2019 1 TO 2019 13

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>62001 RECREATION REVENUE</u>							
<u>34 CHARGES FOR SERVICES</u>							
34722 ADULT SOFTBALL LEAGUE	-23,600	.00	-23,600.00	-2,680.00	.00	-20,920.00	11.4%
34724 GIRLS SOFTBALL	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34726 T-BALL	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34728 SOCCER	-3,800	.00	-3,800.00	-30.00	.00	-3,770.00	.8%
34729 SWIM TEAM	-2,000	.00	-2,000.00	.00	.00	-2,000.00	.0%
34731 ZUMBA	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34732 BASKETBALL	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34733 TRICK OR TROT 5K	-10,000	.00	-10,000.00	-4,875.30	.00	-5,124.70	48.8%
34736 LACROSSE	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34737 VOLLEYBALL	-3,800	.00	-3,800.00	.00	.00	-3,800.00	.0%
34738 KICKBALL	-3,800	.00	-3,800.00	-90.00	.00	-3,710.00	2.4%
34739 SUMMER CAMP	-10,000	.00	-10,000.00	.00	.00	-10,000.00	.0%
34740 LOVE RUN 5K	-10,000	.00	-10,000.00	.00	.00	-10,000.00	.0%
34750 FLAG FOOTBALL	-3,800	.00	-3,800.00	-60.00	.00	-3,740.00	1.6%
TOTAL CHARGES FOR SERVICES	-89,800	.00	-89,800.00	-7,735.30	.00	-82,064.70	8.6%
<u>36 MISC. REVENUE</u>							
36110 INTEREST INCOME	-241	.00	-241.00	14.92	.00	-255.92	-6.2%
36990 MISC REVENUE	-1,253	.00	-1,253.00	.00	.00	-1,253.00	.0%
TOTAL MISC. REVENUE	-1,494	.00	-1,494.00	14.92	.00	-1,508.92	-1.0%
TOTAL RECREATION REVENUE	-91,294	.00	-91,294.00	-7,720.38	.00	-83,573.62	8.5%

FOR 2019 02

JOURNAL DETAIL 2019 1 TO 2019 13

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>62579 RECREATION FUND</u>							
<u>30 OPERATING EXPENSES</u>							
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	20,632	.00	20,632.00	1,552.00	.00	19,080.00	7.5%
30353 TRICK OR TROT 5K	10,000	.00	10,000.00	1,954.63	.00	8,045.37	19.5%
30355 KICKBALL	0	1,100.00	1,100.00	.00	.00	1,100.00	.0%
30360 SOCCER PROGRAM	2,700	.00	2,700.00	220.46	.00	2,479.54	8.2%
30362 VOLLEYBALL	3,800	.00	3,800.00	.00	.00	3,800.00	.0%
30363 T-BALL	3,800	.00	3,800.00	196.60	.00	3,603.40	5.2%
30364 BASKETBALL	0	3,800.00	3,800.00	.00	.00	3,800.00	.0%
30380 LOVE RUN 5 K	10,000	.00	10,000.00	1,200.00	.00	8,800.00	12.0%
30470 PRINTING & COPYING	100	.00	100.00	.00	.00	100.00	.0%
30490 MISC EXPENSE	500	.00	500.00	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	65,332	4,900.00	70,232.00	5,123.69	.00	65,108.31	7.3%
<u>90 NON-OPERATING</u>							
90916 XFER TO GENERAL FUND	21,062	.00	21,062.00	.00	.00	21,062.00	.0%
TOTAL NON-OPERATING	21,062	.00	21,062.00	.00	.00	21,062.00	.0%
TOTAL RECREATION FUND	86,394	4,900.00	91,294.00	5,123.69	.00	86,170.31	5.6%
TOTAL RECREATION FUND	-4,900	4,900.00	.00	-2,596.69	.00	2,596.69	100.0%
TOTAL REVENUES	-91,294	.00	-91,294.00	-7,720.38	.00	-83,573.62	
TOTAL EXPENSES	86,394	4,900.00	91,294.00	5,123.69	.00	86,170.31	



**AGENDA ITEM  
NUMBER  
6a**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	City Manager Report		
<b>For the Meeting of:</b>	January 24, 2019		
<b>Submitted by:</b>	City Manager		
<b>Date Submitted:</b>	January 15, 2019		
<b>Are Funds Required:</b>		Yes	<input checked="" type="checkbox"/> No
<b>Account Number:</b>	N/A		
<b>Amount Required:</b>	N/A		
<b>Balance Remaining:</b>	N/A		
<b>Attachments:</b>			
<b>Description of Item:</b>	<ul style="list-style-type: none"> <li>- Fruitland Park Library Furniture</li> </ul>		
<b>Action to be Taken:</b>			
<b>Staff's Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the  Regular  Consent agenda: \_\_\_\_\_  
Mayor



**AGENDA ITEM  
NUMBER  
6b**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	City Attorney Report		
<b>For the Meeting of:</b>	January 24, 2019		
<b>Submitted by:</b>	City Attorney		
<b>Date Submitted:</b>	January 18, 2019		
<b>Are Funds Required:</b>		Yes	X No
<b>Account Number:</b>			
<b>Amount Required:</b>			
<b>Balance Remaining:</b>			
<b>Attachments:</b>			
<b>Description of Item:</b>	<p>Please find below items to report to the City Commission.</p> <p><b>Notice of Claim – James Hartson:</b> No developments to report. The civil allegation complained of allegedly would have occurred April 16, 2016.</p> <p><b>Notice of Claim – Michael Fewless:</b> Received a call from attorney Ryan Andrews. Provided the attorney’s name and contact information to attorney Glenn Thomas who was retained to represent the City in this matter.</p>		
<b>Action to be Taken:</b>			
<b>Staff’s Recommendation:</b>			
<b>Additional Comments:</b>			

Reviewed by: \_\_\_\_\_

Authorized to be placed on the Regular Consent agenda: \_\_\_\_\_

Mayor



**AGENDA ITEM  
NUMBER  
7**

## AGENDA ITEM SUMMARY SHEET

<b>ITEM TITLE:</b>	Public Comments			
<b>For the Meeting of:</b>	January 24, 2019			
<b>Submitted by:</b>	City Clerk			
<b>Date Submitted:</b>	January 15, 2019			
<b>Are Funds Required:</b>		Yes	X	No
<b>Account Number:</b>	N/A			
<b>Amount Required:</b>	N/A			
<b>Balance Remaining:</b>	N/A			
<b>Attachments:</b>	Yes			
<b>Description of Item:</b>				
<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>				
<b>Action to be Taken:</b> None.				
<b>Staff's Recommendation:</b>				
<b>Additional Comments:</b>				

Reviewed by: \_\_\_\_\_  
City Manager

Authorized to be placed on the agenda: \_\_\_\_\_  
Mayor



**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

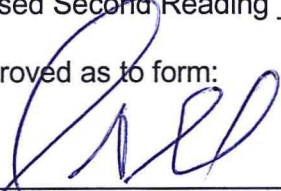
ATTEST:

  
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