

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

May 26, 2022

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

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Jim Keegan, New Life Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATION

(a) Police Department Special Recognitions (city manager/police chief)

- “*Lake County Florida’s Law Enforcement Officer of the Year – Above Self Award*” to Officer David Hoover selected by the Rotary Club of Leesburg.
- *Officer of the Year Award* to Senior Officer Jeremiah Ricketts, and Promotion of Henry Rains from lieutenant to captain.

(b) Hawthorn’s at Fruitland Park Presentation (city manager)

Power-point presentation from Sparrow Partners/WELLTOWER on the redevelopment of the former Burke’s Bar-BQ and Central Florida Nursery located at 305 CR 466A.

4. CONSENT AGENDA

(a) Approval of Minutes (city clerk)

April 28, 2022 regular

(b) Resolution 2022-021 Stormwater Grant Program Agreement Amendment – Mirror Lake Nutrient Separation Baffle Box - LCWA (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AMENDMENT TO AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND CITY OF FRUITLAND PARK THAT AWARDED THE CITY A STORMWATER GRANT IN THE AMOUNT OF \$400,000.00; EXTENDING THE TERM OF AGREEMENT FROM 24 MONTHS TO 30 MONTHS AND REDUCING THE AMOUNT OF THE GRANT TO

\$300,000.00 CONSISTENT WITH THE CITY'S COST FOR ENGINEERING AND CONSTRUCTION OF THE MIRROR LAKE NUTRIENT SEPARATION BAFFLE BOX; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO AGREEMENT; DIRECTING THE CITY MANAGER TO MEET ALL ADMINISTRATIVE REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

- (c) **Resolution 2022-022 Fruitland Park Elementary School – Lake County School Board Agreement** (city attorney/city manager/police chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SCHOOL RESOURCE OFFICER PROGRAM [2022-2023]; PROVIDING FOR AN EFFECTIVE DATE.

- (d) **Resolution 2022-023 Highway Maintenance Notice to Proceed MOA Contract Renewal ASB92 – FDOT** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT RENEWAL OF 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; EXTENDING THE AGREEMENT FOR A PERIOD OF THREE YEARS; ACCEPTING \$33,057.00 ANNUALLY AS PAYMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

- (e) **Resolution 2022-024 LC CDBG Grant Program – Spring Lake Road Water Line Enhancement Project** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE

SPRING LAKE ROAD WATER LINE ENHANCEMENT
PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

- (a) Resolution 2022-019 Master Equity Lease Agreement – Enterprise Lease Management** (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONSIGNMENT AGREEMENT BETWEEN ENTERPRISE FLEET MANAGEMENT, INC. AND CITY OF FRUITLAND PARK, FLORIDA FOR ENTERPRISE TO SELL CITY VEHICLES AT WHOLESALE AS REQUESTED BY THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the April 28, 2022 regular meeting.)

- (b) Workshops** (city manager/city treasurer)
- **CRA Redevelopment Plan**
- **August 8 and 9, 2022 - FY 2022-23 Proposed Budget**
- (c) March 2022 Financial Report** (city treasurer)

6. (a) City Manager - Economic Development Status Update

- (b) City Attorney**
- i. City of Fruitland Park v. State of Florida Department of Management Services**
 - ii. Michael and Laurie Fewless v. City of Fruitland Park**
 - iii. Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026**

6. UNFINISHED BUSINESS

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

- May 30, 2022, Memorial Day - City Hall Closed
- May 30, 2022, American Legion Post John Gella Memorial Unit 219 *Memorial Day Services* – Shiloh Cemetery, Shiloh Street, Fruitland Park, Florida, 34731 at 10:00 am
- June 3, 2022, Cornhole Tournament Gardenia Park, West Berckman Street, Fruitland Park Florida 34731 at 7:00 p.m.;
- June 9, 2022, City Commission regular meeting at 6:00 p.m.
- June 9, 2022, Lake County League of Cities Lake County Property Appraiser, *Lake County Preliminary Tax Roll*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;
- June 10, 2022 Movie Night, Community Center, 205 West Berckman Street, Fruitland Park Florida 34731 at 6:00 p.m.;
- June 17, 2022, Comedy Night, Community Center, 205 West Berckman Street, Fruitland Park Florida 34731 at 8:00 p.m.;
- June 22, 2022, Lake~Sumter Metropolitan Planning Organization, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.
- June 23, 2022, City Commission regular meeting at 6:00 p.m.
- June 25, 2022, Soap Box Derby Race at 10:00 a.m.

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

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

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3a-b**

ITEM TITLE: Special Presentations

MEETING DATE: Thursday, May 26, 2022

DATE SUBMITTED: Thursday, May 19, 2022

SUBMITTED BY: City Manager/Police Chief

BRIEF NARRATIVE:

(a) Police Department Special Recognition (city manager/police chief)

- *“Lake County Florida’s Law Enforcement Officer of the Year – Above Self Award”* to Officer David Hoover selected by the Rotary Club of Leesburg.
- *Officer of the Year Award* to Senior Officer Jeremiah Ricketts, and
- Promotion of Henry Rains from lieutenant to captain.

(b) Hawthorn’s at Fruitland Park Presentation (city manager)

Power-point presentation from Sparrow Partners/WELLTOWER on the redevelopment of the former Burke’s Bar-BQ and Central Florida Nursery located at 305 CR 466A.

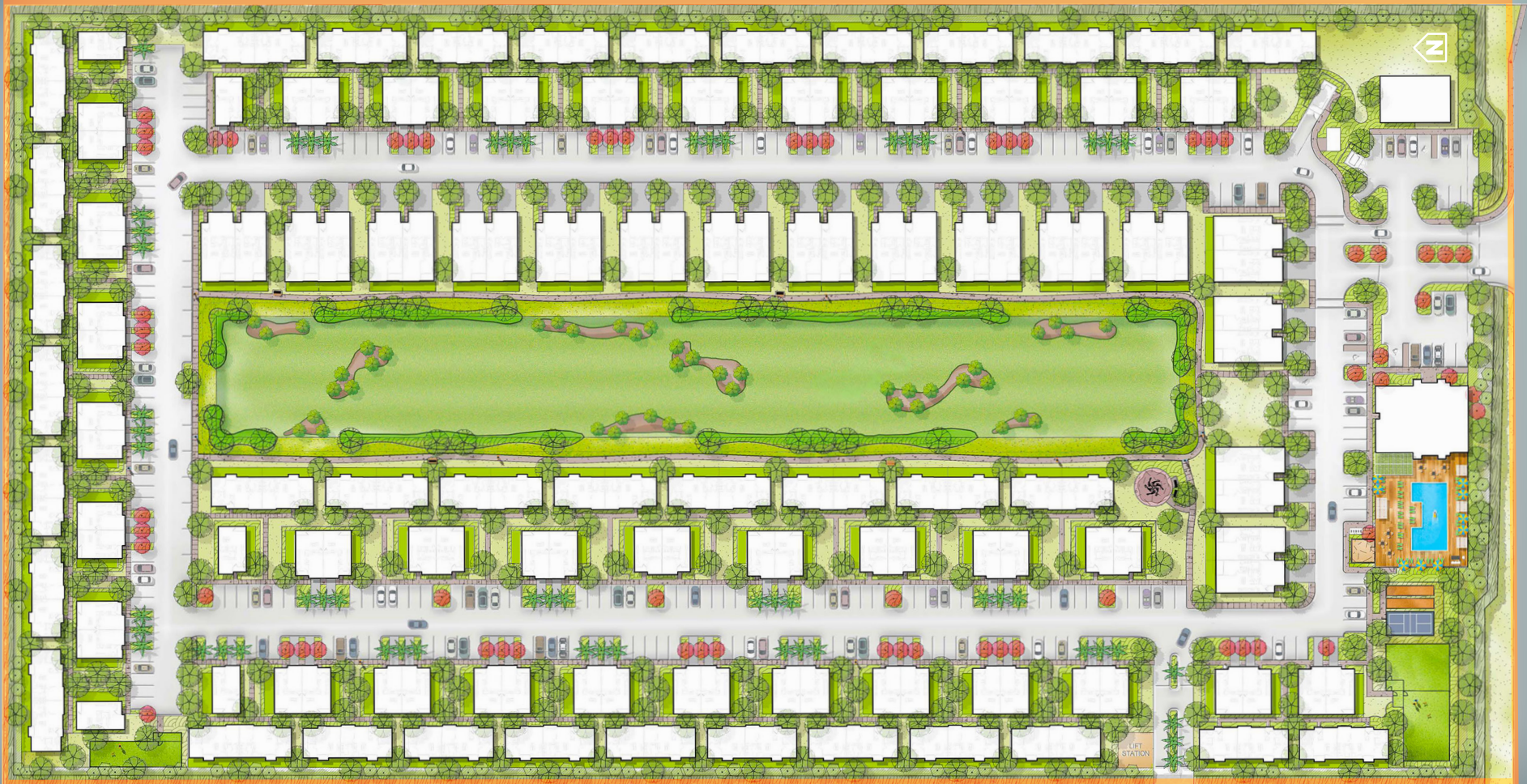
FUNDS REQUIRED: None

ATTACHMENTS: Power-point presentation

RECOMMENDATION:

ACTION:

Hawthorns at Fruitland Park



- ENHANCED TREESCAPES, PLANTINGS AND LANDSCAPE BUFFERS
- SINGLE-STORY PERIMETER PATIO HOMES WITH REAR YARDS
- TWO-STORY INTERIOR HOMES WITH ATTACHED GARAGES AND PRIVATE YARDS
- MULTIPLE AMENITY AREAS FOR COMMUNITY ENGAGEMENT



CLUBHOUSE & MANAGEMENT



ONE & TWO-STORY HOMES



NEIGHBORHOOD DESIGN STREETSCAPE

- 
- **NEW OPTION: LEASED HOME COMMUNITIES**
 - **PROFESSIONALLY MANAGED & MAINTAINED**
 - **HOUSING DIVERSITY & AFFORDABILITY**
 - **MORE SPACE & PRIVACY**
 - **SINGLE-FAMILY RESIDENCES**

Build to Rent (BTR) Features

BTR combines the privacy of a single-family home, the flexibility of rental housing, the convenience of professional property management, and all the modern amenities associated with newer homes.

- BTR Communities feature, thoughtful, flexible floor plans that offer privacy and security in a maintenance-free setting.
- Interiors feature well-appointed, modern finishes on trend with today's design aesthetics.
- Exteriors feature private entrances, dedicated walking paths, and back door courtyards with gated privacy fences all tastefully designed within a well-designed community.
- Communities feature resort-like clubhouse, outdoor pool/lounge deck, fitness areas, walking paths, dog parks, playgrounds, and optional attached garages.
- A Wellness Community fostered through social events, lifestyle programming and wellness classes.

CITY OF FRUITLAND PARK
CONSENT AGENDA ITEM SUMMARY SHEET
Item Number: 4a-e

ITEM TITLE: Draft Minutes, Resolutions 2022-021, 2022-022, 2022-023, and 2022-024
MEETING DATE: Thursday, May 26, 2022
DATE SUBMITTED: Thursday, May 19, 2022
SUBMITTED BY: City Attorney/City Manager/Police Chief/public works director)

BRIEF NARRATIVE: 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.

(a) **Approval of Minutes** (city clerk)
April 28, 2022 regular

(b) **Resolution 2022-021 Stormwater Grant Program Agreement Amendment – Mirror Lake Nutrient Separation Baffle Box – LCWA** (city attorney/city manager)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AMENDMENT TO AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND CITY OF FRUITLAND PARK THAT AWARDED THE CITY A STORMWATER GRANT IN THE AMOUNT OF \$400,000.00; EXTENDING THE TERM OF AGREEMENT FROM 24 MONTHS TO 30 MONTHS AND REDUCING THE AMOUNT OF THE GRANT TO \$300,000.00 CONSISTENT WITH THE CITY'S COST FOR ENGINEERING AND CONSTRUCTION OF THE MIRROR LAKE NUTRIENT SEPARATION BAFFLE BOX; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO AGREEMENT; DIRECTING THE CITY MANAGER TO MEET ALL ADMINISTRATIVE REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

(c) **Resolution 2022-022 SRO Program – Fruitland Park Elementary School – Lake County School Board Agreement** (city attorney/city manager/police chief)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SCHOOL RESOURCE OFFICER PROGRAM [2022-2023]; PROVIDING FOR AN EFFECTIVE DATE.

(d) Resolution 2022-023 Highway Maintenance Notice to Proceed MOA Contract Renewal ASB92 – FDOT (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONTRACT RENEWAL OF 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; EXTENDING THE AGREEMENT FOR A PERIOD OF THREE YEARS; ACCEPTING \$33,057.00 ANNUALLY AS PAYMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

(The attached contract was approved on February 24, 2022; however, FDOT is requesting execution with the same terms and conditions.)

(e) Resolution 2022-024 LC CDBG Grant Program – Spring Lake Road Water Line Enhancement Project (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE SPRING LAKE ROAD WATER LINE ENHANCEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

(The attached email shows that the application approved by the city commission on April 22, 2021 was not funded.)

- FUNDS REQUIRED:** Resolution 2022-024 (see application, \$36,000 Water Impact Fees)
- ATTACHMENTS:** Draft minutes, proposed resolutions, agreements, and CDBG Program Project email.
- RECOMMENDATION:** Approval
- ACTION:** **Approve the consent agenda**

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
April 28, 2022**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, April 28, 2022 at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor John L. Gunter, Commissioners Chris Bell, Patrick DeGrave and John Mobilian.

Also present: City Manager Gary La Venia; City Attorney Anita Geraci-Carver, City Treasurer Jeannine Racine, Chief Erik Luce, Police Officers Sandbakken and Jeremiah Ricketts, Police Department; Administrative Assistant Sharon Williams, Kelli Fielder, Permit Technician, and Office Assistant Emily Church, Community Development Department; Public Works Director Robb Dicus; Administrative Assistant Candice Dennis, and City Clerk Esther B. Coulson.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order, Reverend Daryl W. Allen, Community United Methodist Church, gave the invocation and Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:01.03 p.m. No action was taken.

2. ROLL CALL

After Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present, he outlined the decorum for this evening's meeting.

ACTION 6:01:18 p.m. **By unanimous consent and upon Mayor Cheshire's recommendation, the city commission accepted the following changes on this evening's agenda and took Items 4.(a) to (c) out of order.**

Item 6.(a) Resolution 2022-018

To be postponed to May 12, 2022 at staff's request.

Item 6.(b) Resolution 2022-019

To be postponed to May 12, 2022 at staff's request.

3. RECESS TO THE LOCAL PLANNING AGENCY

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

ACTION 6:02:36 p.m. and 6:11:56 p.m. Later in the meeting and **by unanimous consent, the city commission recessed its meeting to the 6:15 p.m., Local Planning Agency meeting and reconvened at 6:56 p.m.**

4. SPECIAL PRESENTATIONS

(a) American Legion Post 219 Check Presentation

Commander Larry Miller, John Gella Memorial Unit 219 American Legion, recognized the presence of Mr. Martin Myers, Unit 219 member, at this evening's meeting, highlighted the purpose of the annual Memorial Vet Fest event held on March 26, 2022 in honor of former Commander Dave Robey (noting that the current police dog De Robey was named after him), and presented a check on behalf of the unit for \$3,200 raised in honor of the police department.

ACTION: 6:02:44 p.m. In accepting the check with much appreciation, Chief Luce recognized the continued support given over the years from the unit and the community.

(b) Proclamation - *Teacher Appreciation Week May 2 to 6, 2022*

On behalf of the city commission, Mayor Cheshire read into the record a proclamation declaring May 2 to 6, 2022 as *Teacher's Appreciation Week* and expressed appreciation and gratitude to the teachers celebrating the daily sacrifices they make for every child.

Mayor Cheshire announced that with the help of the faculty staff, coaches, and volunteers, the school students' won first place at the March 26, JAG games and first, second and third places at the February 8, 2022 Lake County Schools Science Fair. He noted that out of 33 employees, First Grade Fruitland Park Elementary Teacher Assistant Susan Johnson was nominated as the 2022-23 Lake County School District's *School-Related Employee of the Year Finalist*.

ACTION: 6:05:48 p.m. The proclamation was accepted with gratitude by Fruitland Park Elementary School's Assistant Principal Mr. Clifford Tomassian.

(c) Proclamation - *Motorcycle Safety Awareness Month May 2022*

On behalf of the city commission, Mayor Cheshire read into the record a proclamation proclaiming the month of May 2022 as *Motorcycle Safety Awareness Month* and that motorists and riders should commit to safe driving and riding as well as the role in ensuring a safe motorcycle-riding environment.

ACTION: 6:09:10 p.m. Mr. Craig "Tate" Hehl, ABATE of Florida, Inc. (Lake County Chapter), accepted the proclamation with thanks; acknowledged motorcycle safety as year-round, and addressed the plan for the organization to institute a local event.

5. CONSENT AGENDA

The city commission considered its action on the following consent agenda items:

(a) Approval of Minutes

April 14, 2022 regular meeting

(b) Resolution 2022-016 Calling for Regular Election

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, CALLING FOR A REGULAR ELECTION TO FILL VACANCIES ON THE CITY COMMISSION; SETTING AN ELECTION DATE; NAMING THE VACANCIES TO BE FILLED; ESTABLISHING A POLLING LOCATION; ESTABLISHING A QUALIFYING PERIOD; ESTABLISHING ELECTION PROCEDURES; PROVIDING FOR ELECTION ARRANGEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Postponed from the April 14, 2022 meeting.)

ACTION: 6:56:19 p.m. **On motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved the consent agenda as previously cited.**

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6. REGULAR AGENDA

(a) Resolution 2022-018 Northwest Lake Community Park – Restroom

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$175,000.00 TO LEESBURG CONCRETE COMPANY, INC. FOR PRE-CAST, PREFABRICATED RESTROOMS FOR NORTHWEST LAKE COMMUNITY PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:56:45p.m. **On motion of Commissioner DeGrave, seconded by Vice-Mayor Gunter and unanimously carried, the city commission postponed its action to adopt Resolution 2022-018 as previously cited to the May 12, 2022 regular meeting at staff's request.**

(b) Resolution 2022-019 Master Equity Lease Agreement - Enterprise Fleet Management

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING EXPENDITURE OF \$35,649.20 TO ENTERPRISE FOR LEASE OF 2022 CHEVROLET SILVERADO 1500 LTD WORK TRUCK AS MORE PARTICULARLY DESCRIBED IN QUOTE NO. 6296031, OPEN-END (EQUITY) LEASE RATE QUOTE; APPROVING MASTER EQUITY LEASE AGREEMENT AND AMENDMENT TO MASTER EQUITY LEASE AGREEMENT BETWEEN ENTERPRISE FM TRUST AND THE CITY OF FRUITLAND PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:56:57 p.m. **On motion of Commissioner DeGrave, seconded by Vice-Mayor Gunter and unanimously carried, the city commission postponed its action to adopt Resolution 2022-019 as previously cited to the May 12, 2022 regular meeting at staff's request.**

(c) ITB 2021-04 Urick Street Force Main Extension

The city commission considered its action to approve Invitation to Bid 2021-04 Urick Street Force Main Extension. (Postponed from February 10, 24, March 10, and 24, 2022.)

ACTION: 6:57:17 p.m. **After much discussion a motion was made by Commissioner Mobilian and seconded by Commissioner Bell that the city commission approve staff's recommendation to award the previously cited invitation to bid to Cathcart Construction Company Florida LLC as the sole source, low responsive and responsible bidder.**

Upon Commissioner DeGrave's recommendation, and **by unanimous consent, the city commission approved amending the motion to award the previously cited invitation to bid to Cathcart Construction Company Florida LLC as the sole source, low responsive and responsible bidder to include the following amounts.**

- **\$2,608,685, Poinsettia Avenue and Hall Street Intersection(8" line);**
- **\$1,735,650, Miller Street and Rose Avenue Intersection (4" line)**
- **\$2,767,953 (borrowing (5% contingency) and forgiveness \$908,229) leaving**
- **\$1,859,724 principal**

On motion of Commissioner Bell, seconded by Commissioner Mobilian and unanimously carried, the city commission approved staff's recommendation to award the previously cited invitation to bid to Cathcart Construction Company Florida LLC as the sole source, low responsive and responsible bidder as amended.

PUBLIC HEARING

(d) First Reading and Public Hearing – Ordinance 2022-011 Boundary Amendment (Annexation) – North of Myrtle Avenue and West of CR 468 - Petitioner: Crystal Lake Land Holdings LLC

After Ms. Geraci-Carver read the following title of proposed Ordinance 2022-011 into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK

FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.83± ACRES OF LAND GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND WEST OF CR 468; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY AND CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on May 12, 2022.)

ACTION 7:07:15 p.m. After discussion, a motion was made by Commissioner Bell and seconded by Vice Mayor Gunter that the city commission approve Ordinance 2022-011 as previously cited.

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.

QUASI-JUDICIAL PUBLIC HEARING

(e) First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-009 SSCPA – North of Myrtle Lake Avenue and East of Myrtle Lake View Drive - Petitioner: Crystal Lake Land Holdings LLC

After Ms. Geraci-Carver read the following title of proposed Ordinance 2022-009 into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM RESIDENTIAL TO CITY SINGLE FAMILY MEDIUM DENSITY OF 24.83+/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND

SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on May 12, 2022.)

ACTION 7:09:52 p.m. A motion was made by Commissioner Mobilian and seconded by Commissioner DeGrave that the city commission approve the Local Planning Agency's recommendation of approval on Ordinance 2022-009 as previously cited.

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.

(f) First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-010 Rezoning - PUD – North of Myrtle Lake Avenue and East of Myrtle Lake View Drive – Petitioner: Crystal Lake Land Holdings LLC

After Ms. Geraci-Carver read the following title of proposed Ordinance 2022-010 into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 24.83 +/- ACRES OF PROPERTY FROM LAKE COUNTY R-3 TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF MYRTLE LAKE AVENUE AND EAST OF MYRTLE LAKE VIEW DRIVE; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on May 12, 2022.)

Mr. "Mike" Michael Rankin, LPG Urban & Regional Planners Inc., who was previously sworn, addressed continued efforts to work with staff, the developer and Lake County regarding the infrastructure and conveyed the recommendation of approval on the subject proposed ordinance.

After much discussion, Mr. Angel L. Rivera, A & B Engineering Consultants P.A., confirmed that the proposed development's conceptual site plans reveal that they are outside the United States Federal Emergency Management Agency's flood zone, there is no intent to construct within the wetlands, buffer or flood plain, and there is a requirement to undergo several permitting processes; thus, the possibility to build pedestrian access to the lake as requested by the city. He gave reasons why

sidewalks, referenced earlier in the meeting, could not be installed as documents in that regard related to an adjacent property; the whole development previously changed with the deed restrictions, and Dr. Eric Coe is no longer the developer,

Pastor Chuck Padgett, Unincorporated Area of the City of Fruitland Park resident, voiced his support to erect sidewalks and for the proposed development to meet quality standards to which Ms. Geraci-Carver assured in response to Vice Mayor Gunter's inquiry that the provision on sidewalks (along both sides of the subject property) would be incorporated in the proposed master development agreement which is included in the site conceptual plan.

Mayor Cheshire conveyed in response to inquiries posed by Ms. Lyssandra M. Silver, Glen of Fruitland Park Homeowners' Association (HOA), that the proposed sidewalks would be erected along the subject property; reiterated the city commission's previous discussions on the dialogue with the county regarding the Preliminary Development and Engineering (PD&E) Study for CR 468 and the safety of students to the new elementary school to which Ms. Geraci-Carver addressed the goal to pursue various funding sources connecting sidewalks surrounding the property's perimeter.

After Mr. Robert R, Markham, City of Fruitland Park resident and Glen of Fruitland Park HOA, voiced concerns on the lack of control with respect to the proposed development's aesthetics and his responsibility to ensure that anything he approves does not devalue their properties, Mayor Cheshire clarified in response to his concerns, that the subject sidewalk improvements would be made along the right-of-way and confirmed that Leesburg Electric is responsible for locating utilities.

Following further discussion, Ms. Geraci-Carver confirmed in response to Mayor Cheshire's inquiries that the residential design standards and provisions for playgrounds will be included in the master development agreement.

By unanimous consent, Mayor Cheshire closed the public hearing.

ACTION: 7:11:45 p.m. After lengthy discussions, a **motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission approve Ordinance 2022-010 as previously cited.** (Ex-parte communication received from Ms. Lourdes A. Vasquez, City of Fruitland Park resident, dated April 13, 2022 regarding Crystal Lake Vista Development and the subsequent responses dated April 14 and 18, 2022 respectively from Mr. La Venia; were disclosed earlier at the LPA meeting; copies of which are filed with the supplemental papers to the minutes of this meeting.).

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

- (g) **First Reading and Quasi-Judicial Public Hearing – Ordinance 2022-012 – First Amended and Restated Master Development Agreement - Lake Ella-and South to Spring Lake Road – Petitioner: Lake Saunders Groves Land LLP**
After Ms. Geraci-Carver read the following title of proposed Ordinance 2022-012 into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2006-13 TO ADOPT A FIRST AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED OPLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 135.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SCRIVENER’S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rankin, who was previously sworn, gave a background and description of the subject item and relayed staff’s recommendations of approval.

Following much discussion and with reference to the subject location map, Mr. Tobin Casto, Town of Lady Lake resident, voiced safety concerns regarding the future development of residential properties from Lake Ella Road; the proposed traffic signals at the intersection of US Highway 27/441 and Eagle’s Nest Road and improvements to same.

After discussion, Ms. Geraci-Carver recognized the developer’s responsibilities, under the master development agreement, to comply with the provisions of the traffic concurrency and road improvements and Mr. La Venia concurred in the affirmative to Commissioner DeGrave’s request to report back on the county’s plans and the status on same.

ACTION: 7:37:25 p.m. After lengthy discussions, **a motion was made by Commissioner DeGrave and seconded by Commissioner Mobilian that the city commission approve Ordinance 2022-012 as previously cited.**

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.

Commissioner Bell requested that the county's regional Lake Ridge Trail be reviewed for the subject location .

END OF QUASI-JUDICIAL PUBLIC HEARING

SUPPLEMENTAL AGENDA ITEM

(h) First Reading and Public Hearing – Ordinance 2022-013 Water and Wastewater Impact Fee

After Ms. Geraci-Carver read the following title of proposed Ordinance 2022-013 into the record, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 37 OF THE CODE OF ORDINANCES OF THE CITY OF FRUITLAND PARK TO ADOPT NEW IMPACT FEE STUDIES FOR WATER AND WASTEWATER AND TO ADOPT NEW IMPACT FEE RATES FOR WATER AND WASTEWATER; INCLUDING PROVISIONS FOR CHANGES IN SIZE AND USE, ALTERNATIVE CALCULATIONS, APPEAL, PENALTIES AND LIENS, AND DISPOSITION OF FUNDS NOT EXPENDED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. (The second reading will be held on May 12, 2022.)

ACTION: 7:56:09 p.m. After discussion, a motion was made by Commissioner DeGrave and seconded by Vice-Mayor Gunter that the city commission approve Ordinance 2022-013 as previously cited.

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

7. (a) City Manager -

- Economic Development Status Update

Mr. La Venia referred to the county's current Community Development Block Grant Program FY 2022-23 application; described the recent award of Patricia Avenue Water Line Replacement project out of the other two -- Spring Lake Road Water Line Enhancement and Northwest Lake Community Park Multipurpose Soccer Field ADA Compliant Playground – that the commission approved on April 21, 2021.

ACTION: 8:02:04 p.m. After much discussion and by unanimous consent, the city commission accepted the city manager's recommendation to apply for the Spring Lake Road Water Line Enhancement project.

- **Lake County League of Cities**

Mr. La Venia announced that Commissioner Bell has been appointed to serve as the Lake County Florida League of Cities' (FLC's) President for the year 2023 and conveyed the permission to schedule the first FLC meeting at the city's community center for January 20, 2023.

ACTION 8:08:15 p.m. The city commission congratulated Commissioner Bell on his appointment and accepted the request as previously cited.

- **Public Safety Building**

In response to Commissioner DeGrave's inquiry, Mr. La Venia gave a status update on the grant application for the public safety building (emergency operation center).

ACTION: 8:09:17 p.m. No action was taken.

- **Meetings/Conference**

Later in the meeting, Mr. La Venia announced that he will be attending the April 29, 2022 Public Risk Management of Florida P&C Executive Board meeting in Lakeland and the June 1 to 4, 2022 Florida City and County Management Association Annual Conference in Orlando,

ACTION: 8:31:27 p.m. No action was taken.

(b) City Attorney

i. City of Fruitland Park v. State of Florida Department of Management Services

With respect to the State of Florida Department of Management Services settlement, Ms. Geraci-Carver confirmed that the insurance company has received the full invoice amount but has not had confirmation that payment has been made.

ACTION: 8:10:30 p.m. No action was taken.

ii. Michael and Laurie Fewless v. City of Fruitland Park

Regarding the Michael and Laurie Fewless' case, Ms. Geraci-Carver advised the mediation has been scheduled at the Lake County Court on July 18, 2022.

ACTION: 8:10:17 p.m. No action was taken.

iii. **Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026**

Relating to the Norman C. Cummins v. Stephen P. Angelillo case, Ms. Geraci-Carver gave reasons why the foreclosure sale scheduled for April 26, 2022 was cancelled and reported that they are waiting for the judge to enter the correct order for the foreclosure date to be reset.

ACTION: 8:10:51 p.m. No action was taken.

8. **UNFINISHED BUSINESS – Records Management Status Update**

Ms. Coulson reported that earlier today and yesterday, Mr. Matt Daugherty, SML Inc., conducted a data collection analysis on records management with every department and indicated that she will provide a report within 60 days on the list of recommendations before conducting any staff training on records management.

ACTION: 8:11:34 p.m. No action was taken.

9. **PUBLIC COMMENTS**

Pastor Padgett voiced concerns on the Fruitland Park map and pointed out his conversations with Lake County regarding Trinity Assembly of God Church at Urick Street. He proposed offering an after-school program opportunities to children and suggested establishing a committee to work with the city and county to erect sidewalks and traffic signals for their safety.

Pastor Padgett concurred with Commissioner Bell's remarks where he conveyed a county commissioner's suggestion to make arrangements for staff from the Cities of Leesburg and Fruitland Park to establish the creation of a county subcommittee involving said agencies on the PD&E Study.

In response, Mr. La Venia recalled the previous meeting he had amongst former Community Development Director Dwayne Williams, Messrs. Al Miner, City of Leesburg Manager, Seth Lynch, Lake County Public Works Department; Fred Schneider, Lake County Engineering Director, and Mike Woods, Lake~Sumter Metropolitan Planning Organization Executive Director, regarding the CR 468 roadway, the proposed elementary school and the future developments in the area. Mr. La Venia relayed the willingness of Mr. Miner and himself to continue to be involved; however, he requested that District 5 Lake County Board of County Commissioner Joshua "Josh" Blake be invited to the meeting.

Ms. Katherine Arellano, Devoted Health Inc., gave a brief overview on the Medicare Advantage health plans to improve the health and well-being of older Americans and requested approval to participate in local events within in the community and partner with the city.

ACTION: 8:12:22 p.m. No action was taken.

10. COMMISSIONERS' COMMENTS

- (a) Commissioner Mobilian stated that he had no comments at this time.

ACTION: 8:25:58 p.m. No action was taken.

- (b) **Commissioner DeGrave**

Later in the meeting, Commissioner DeGrave announced that he would not be in attendance at the June 9, 2022 regular meeting.

ACTION: 8:26:13 p.m. and 8:31:43 p.m. No action was taken.

- (c) **Commissioner Bell**

Commissioner Bell stated that he had no comments at this time.

ACTION: 8:26:16 p.m. No action was taken.

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

Vice Mayor Gunter stated that he has no comments at this time.

ACTION: 8:26:20 p.m. No action was taken.

11. MAYOR'S COMMENTS

- (a) **Parks and Recreation**

Mayor Cheshire reported on the successful parks and recreation events; noted the attendance of the April 5 Comedy Stand-Up show, the April 22, 2022 *Daddy and Daughter Dance* and the easter egg hunt that day, and encouraged individuals to attend future events; thus, commended Parks and Recreation Director Michelle Yoder for a job well done.

Mayor Cheshire addressed the difficulty for individuals to apply for the position of lifeguards.

ACTION: 8:26:27 p.m. No action was taken.

- (b) **Dates to Remember**

Mayor Cheshire announced the following events:

- May 1-31, 2022, Food for Fines (Library)
- May 9, 2022, Lake County Parks, Recreation and Trails Advisory Board, Office of Parks and Trails, Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.;
- May 12, 2022, City Commission regular meeting at 6:00 p.m. where he indicated that he would not be present;
- May 13, 2022, Lake County League of Cities *Legislative Update*, Mount Dora Golf Course, 1100 South Highland Street, Mount Dora, Florida 32757 at 12:00 p.m.;

- May 21, 2022 Mommy and Son Mess *Messy Obstacle Course*, 205 W. Berckman Street, Fruitland Park, Florida 34731 at 10:00 a.m.,
- May 26, 2022, City Commission regular meeting at 6:00 p.m., and
- May 26 and 27, 2022, AARP Safe Drivers' Two-Day Course at 10:00 a.m.;

ACTION: 8:30:43 p.m. No action was taken.

12. ADJOURNMENT

The meeting adjourned at 8:31 p.m.

The minutes were approved at the May 26, 2022, regular meeting.

Signed

Esther B. Coulson, City Clerk, MMC

Signed

Chris Cheshire, Mayor

RESOLUTION 2022-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE AMENDMENT TO AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND CITY OF FRUITLAND PARK THAT AWARDED THE CITY A STORMWATER GRANT IN THE AMOUNT OF \$400,000.00; EXTENDING THE TERM OF AGREEMENT FROM 24 MONTHS TO 30 MONTHS AND REDUCING THE AMOUNT OF THE GRANT TO \$300,000.00 CONSISTENT WITH THE CITY'S COST FOR ENGINEERING AND CONSTRUCTION OF THE MIRROR LAKE NUTRIENT SEPARATION BAFFLE BOX; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO AGREEMENT; DIRECTING THE CITY MANAGER TO MEET ALL ADMINISTRATIVE REQUIREMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland applied for and was awarded a stormwater grant in the amount of \$400,000.00 to reduce the sediments and nutrient loadings to Mirror Lake and the City Commission approved the agreement with Lake County Water Authority in Resolution 2020-022 on May 14, 2020; and

WHEREAS, the cost to the City will not exceed \$300,000.00 and by amending the grant funding agreement the Lake County Water Authority can award the remaining \$100,000.00 for other projects within Lake County; and

WHEREAS, the term of agreement will be extended an additional 6 months; and

WHEREAS, the parties desire to set forth the terms and conditions of the amendment in writing; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida agrees to enter into the Amendment to Agreement between the Lake County Water Authority and City of Fruitland Park.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Amendment to Agreement between the Lake County Water Authority and City of Fruitland Park to fund City of Fruitland Park Mirror Lake nutrient separating baffle box construction, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Amendment to Agreement.

Section 3. The Commission directs the City Manager to meet any and all administrative requirements of the grant program.

Section 4. 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 26th day of May 2022, 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, MMC

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

**AMENDMENT TO THE AGREEMENT BETWEEN
THE LAKE COUNTY WATER AUTHORITY AND CITY OF FRUITLAND PARK**

This AMENDMENT TO THE AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND THE CITY OF FRUITLAND PARK (the "Agreement"), made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a Special District of the State of Florida authorized and governed by Chapter 2005-314, Laws of Florida, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY" and THE CITY OF FRUITLAND PARK a body of local government within Lake County, Florida whose address is 506 W. Berckman St., Fruitland Park, FL 34731, (hereinafter referred to as "Grantee"),

WHEREAS, the AUTHORITY and the GRANTEE entered into the Agreement on June 8, 2020 for engineering and construction of Mirror Lake Nutrient Separation Baffle Box; and

WHEREAS, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

NOW, THEREFORE, the Agreement is hereby revised, as shown in strike through and underline format, as follows:

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than ~~twenty-four (24)~~ thirty (30) months thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.

3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed ~~\$400,000 (Four Hundred Thousand Dollars)~~ \$300,000 (Three Hundred Thousand Dollars) as outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is not responsible for providing a match for the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AMENDMENT TO THE AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND CITY OF FRUITLAND PARK on the day and year set forth next to their signatures below:

LAKE COUNTY WATER AUTHORITY

Witness

Federal ID#: 59-6018003

Ben Garcia, Interim Executive Director Date

CITY OF FRUITLAND PARK

Witness

Federal ID#: 59-6031169

City of Fruitland Park, Mayor Date

RESOLUTION 2022-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA AND THE CITY OF FRUITLAND PARK, FLORIDA FOR SCHOOL RESOURCE OFFICER PROGRAM [2022-2023]; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Lake County, Florida has requested the City provide a School Resource Officer for the Fruitland Park Elementary School for 2022-2023 school year and the School Board will pay \$59,692.00 plus pay overtime, if any; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds that providing a City of Fruitland Park officer to act as the school resource officer at Fruitland Park Elementary for the 2022-2023 school year is beneficial to the City and its residents and is authorized by Section 163.01, Florida Statutes, with the authority to enter into an agreement for this public purpose; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to adopt the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for School Resource Officer Program [2022-2023].

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for School Resource Officer Program [2022-2023], **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Agreement between the School Board of Lake County, Florida and the City of Fruitland Park, Florida for School Resource Officer Program [2022-2023]

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 26th day of May, 2022, 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, MMC CITY CLERK

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor 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 and legality:

Anita Geraci-Carver, City Attorney

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF FRUITLAND PARK, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2022-2023]**

This **AGREEMENT** is entered into by and between the **City of Fruitland Park**, a Florida municipal corporation, hereinafter referred to as “**LAW ENFORCEMENT AGENCY**” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “**SCHOOL BOARD**”.

WITNESSETH:

WHEREAS, the **SCHOOL BOARD** is seeking one (1) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the **LAW ENFORCEMENT AGENCY** is willing to place one (1) **City of Fruitland Park** Police Officers at **Fruitland Park Elementary (1)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the **LAW ENFORCEMENT AGENCY** will provide one (1) sworn **City of Fruitland Park** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the **SCHOOL BOARD** to act as SROs at the one (1) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10th day of August 2022 through the last day of school for students in May 2023.

2. Compensation. The **SCHOOL BOARD** will pay the **City of Fruitland Park** the sum of Fifty-nine thousand fifty-two (\$59,692.00) Dollars for services of the one (1) SROs provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the **SCHOOL BOARD** by the **LAW ENFORCEMENT AGENCY** in equal quarterly installments (September, November, February, and May) commencing on the 1st day of September 2022. Invoices shall be paid by the **SCHOOL BOARD** within fifteen (15) days of receipt. In the event

that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for one (1) designated schools. The SROs shall interact with students and provide security at the one (1) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it’s officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY’s failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a

notice of the assigned SROs to the school principals of the one (1) designated school. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage.

The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the one (1) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

10. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the one (1) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the School Board's School Safety Specialist.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the School Board's School Safety Specialist to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Fruitland Park Police
Department
506 W. Berckman Street
Fruitland Park, FL 34731

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
Stephanie Luke, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

**“LAW ENFORCEMENT AGENCY”
CITY OF FRUITLAND PARK**

By: _____
Chris Cheshire, Mayor

Date: _____

Approved as to form:

Attest: _____

Anita Geraci-Carver,
City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Fruitland Park Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Fruitland Park Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based management system to sign in and out to verify attendance. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.

18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are “Zero Tolerance”, as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act (“FERPA”).

RESOLUTION 2022-023

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 #ASS32, 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; REPEALING RESOLUTION 2022-009; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018 the City Commission of the City of Fruitland Park, Florida entered into the Highway Maintenance Memorandum of Agreement, Contract #ASB92 with the State of Florida Department of Transportation which provides for the City to perform sidewalk improvements and maintenance, as well as slope mowing, large and small machine mowing, tree trimming and removal, chemical grass and weed control, roadside litter removal, road sweeping (mechanical) and edging and sweeping along US 441 from the southern city limits to the north city limits; and

WHEREAS, FDOT has determined it would be in its interest and most practical, expeditious and economical for the City to continue performing such maintenance for an additional three (3) year period;

WHEREAS, FDOT agrees to reimburse the City \$33,057.00 annually, in quarterly installments, for a total of \$99,171.00;

WHEREAS, it is necessary to enter into an agreement setting forth the terms and conditions of the parties obligations; and

WHEREAS, the City of Fruitland Park finds it in the public interest to enter into the Highway Maintenance Memorandum of Agreement, Contract #ASS32; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Highway Maintenance Memorandum of Agreement, Contract #ASS32 with the State of Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Department of Transportation Highway Maintenance Memorandum of Agreement Contract #ASS32 between the State of Florida Department of Transportation 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. Resolution 2022-009 is hereby repealed.

Section 4. 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 26th day of May 2022, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Esther B. Coulson, MMC City Clerk

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor 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 and legality:

Anita Geraci-Carver, City Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: ASS32

FINANCIAL PROJECT NO.:425458-1-78-03

This AGREEMENT, entered this _____ day of _____, 2022, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Fruitland Park, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 2022 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT**'s right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$8,264.25 per quarter, equating to \$33,057.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Rebecca Vigor. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
 - c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
 - d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.
- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Project Manager

Name: Rebecca Vigor

Address: 1405 Thomas Avenue Leesburg, FL 34748

Telephone: 352-326-7740

Email: rebecca.vigor@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Mayor

Name: Chris Cheshire

Address: 506 West Berkman Street Fruitland Park, FL 34731

Telephone: 352-360-6727

Email: chris.cheshire@fruitlandpark.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Chris Cheshire, Mayor
Printed Name & Title

Attest: _____

Esther B. Coulson, City Clerk
Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron Meade, P.E. District Maintenance Engineer
Printed Name & Title

Attest: _____

Tina Carroll, Administrative Manager
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
11040-000	25/500	From southern City limits (M.P. 5.793) to northern City limits (M.P. 9.026)	3.233 mi

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
<input type="checkbox"/>	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
<input type="checkbox"/>	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
<input type="checkbox"/>	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
<input type="checkbox"/>	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
<input checked="" type="checkbox"/>	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
<input type="checkbox"/>	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
<input checked="" type="checkbox"/>	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
<input checked="" type="checkbox"/>	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
<input checked="" type="checkbox"/>	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
<input type="checkbox"/>	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
<input type="checkbox"/>	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
<input checked="" type="checkbox"/>	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
<input type="checkbox"/>	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
<input checked="" type="checkbox"/>	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

- 498 **Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
- 527 **Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
- 541 **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
- 542 **Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
- 543 **Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
- 545 **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
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RESOLUTION 2021-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE SPRING LAKE ROAD WATER LINE ENHANCEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to apply for Lake County Community Development Block Grant funding for the Spring Lake Road Water Line Enhancement Project; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to apply for grant funding for these purposes and desires to authorize the city manager to submit any necessary application and documentation to the Lake County CDBG Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes the City Manager submit application to the Lake County Community Development Block Grant Program for the Spring Lake Road Water Line Enhancement Project in the City of Fruitland Park, Florida, described in the proposal and to submit the application and any other necessary documentation in support thereof.

Section 2. The City Commission confirms the City will implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

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 22nd day of April 2021, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

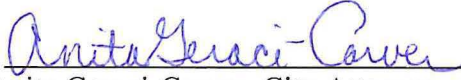

Chris Cheshire, Mayor

ATTEST:


ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor 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 and legality:


Anita Geraci-Carver, City Attorney

APPLICANT INFORMATION AND PROJECT ABSTRACT

1.	Project Name: <i>Spring Lake Rd Water Line Enhancement</i>		
2.	Title of CDBG Activity: <i>Water Lines</i>		
3.	CDBG Funding Year: FY 2021		
4.	Name of Applicant (Municipality or Non-profit): <i>Fruitland Park</i>		
5.	Address: <i>506 W Beechnut St Fruitland Park, FL 34731</i>		
6.	Telephone: <i>352-360-6727</i>	7.	Facsimile: <i>352-360-6686</i>
8.	Federal Tax ID No.: <i>596031169</i>	8a.	DUNS No.: <i>06414320</i>
8b.	Attach SAM.gov Proof of Registration and CAGE Number <i>5L HJO</i>	8c.	Non-Profits: Attach: 501(c)(3) documentation and SAM registration
9.	Type of Organization: <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Non-profit		
10.	Name of Principal Contact Person: <i>Gay Lavenia</i>		
11.	Title: <i>CITY MANAGER</i>	12.	Email address: <i>g1avenia@fruitlandpark.org</i> Telephone: <i>352-360-6727</i>
13.	Amount of CDBG funds requested: \$ <i>87,200</i>		
14.	Funds committed from other sources: \$ <i>21,616</i>		
15.	Total project cost (Line 13 + Line 14): \$ <i>108,816</i>		
16.	Location of proposed project: (For purposes of GIS mapping, please provide a specific, US Post Office recognized address in or near the project site – i.e.: 132 Main St. Please do not provide a range or intersection) <i>2713 Spring Lake Rd.</i>		
17.	Attach electronic copies of Photographs of the project site if rehab or construction.		

The applicant certifies that to the best of its knowledge and belief, the information included in this application is true and correct, and that the applicant will comply with all federal requirements should this application be approved for funding.



Signature

April 22, 2021

Date

Mayor Chris Cheshire

Typed Name and Title



ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/13/2021 from 8:00 AM to 1:00 PM.

MY SAM

Entity Registrations

Existing Entity Registrations

- My User Roles
- Entity Users
- Entity Registrations
 - Existing Entity Registrations
 - Register New Entity
 - Service Contract Reporting (SCR)
 - BioPreferred Reporting
- My Account Settings
- My Data Access
- General

Page Description

This page allows you to manage your existing entity registrations regardless of the record status. The Entity List contains all entities with which you have user roles. You can search for entities within this list or simply select the entity for which you want to view, update, delete, or deactivate a registration record.

Once you select an entity, your registration details will display in either the Registration Details for Complete Record section or the Registration Details for Incomplete Record section. If you started an update to either an active or inactive registration record, you will find registration details in both sections. Check the Registration Status, then select the action you wish to take.

For keyboard only users, please tab to the desired entity and then press the Enter key to expand the child entities. Press the space bar to select an entity from the Entity List and the details will display in the appropriate Registration Details table.

To register a new entity in SAM, select the Register New Entity link from the sub-navigation menu.

IMPORTANT: If you navigate away from a page during the registration process without selecting Save and Continue, the information entered on the page will NOT be saved, you must select Save and Continue on every page.

Search for an Entity :

Legal Business Name:

DUNS Number:

CAGE/NCAGE Code:

[Download Your Active SAM Registrations \(XML\)](#)

[Download Your Active SAM Registrations \(Excel\)](#)

[Download Your Expired SAM Registrations \(XML\)](#)

[Download Your Expired SAM Registrations \(Excel\)](#)

Entity List

FRUITLAND PARK, CITY OF (064814320)
 NON-REGISTERED DUNS (009053096)
 NON-REGISTERED DUNS (061314279)
 NON-REGISTERED DUNS (619255982)
 NON-REGISTERED DUNS (968941471)

Registration Details for Complete Record

Entity Name: Fruitland Park, City Of
 DUNS Number: 064814320
 CAGE: 5LHTO

Address:
 506 W Berckman St
 Fruitland Park, FL 34731-3239
 UNITED STATES

Purpose of Registration: All Awards
 Registration Status: Active
 Expiration Date: 01/13/2022
 Address Update Required: No

Registration Details for Incomplete Record

Your entity registration is Active. Please select Update Entity from Registration Details for Complete Record if you want to update or renew it.

064814320

1/13/2022

PROJECT DESCRIPTION

Briefly describe the proposed project. The narrative should include: 1) the need or problem to be addressed, 2) the population to be served or the area to benefit, 3) the work to be performed, including the activities to be undertaken or the services to be provided, 4) the method of approach, and 5) the implementation schedule. **Attach additional sheets if necessary (no more than 3 please).**

See Attachment "A"

Check here if the structure is historic Year constructed _____

Check here if the project is located in a flood plain , attach flood plain map as applicable.

CDBG ELIGIBLE ACTIVITIES

1. Place a checkmark in one or more of the following boxes that describes your proposed activity.

Public Facilities:

- | | |
|--|--|
| <input type="checkbox"/> Streets, curbs, sidewalks | <input type="checkbox"/> Community centers, senior centers |
| <input type="checkbox"/> Storm and sanitary sewers | <input type="checkbox"/> Parking lots |
| <input checked="" type="checkbox"/> Water lines | <input type="checkbox"/> Fire Stations |
| <input type="checkbox"/> Parks | <input type="checkbox"/> Other, specify |

Public Services:

- | | |
|--|---|
| <input type="checkbox"/> Child care | <input type="checkbox"/> Health care |
| <input type="checkbox"/> Recreation programs | <input type="checkbox"/> Education programs |
| <input type="checkbox"/> Public safety services | <input type="checkbox"/> Fair housing activities |
| <input type="checkbox"/> Services for senior citizens | <input type="checkbox"/> Services for homeless people |
| <input type="checkbox"/> Drug abuse counseling | <input type="checkbox"/> Energy conservation counseling and testing |
| <input type="checkbox"/> Welfare | <input type="checkbox"/> Other, specify |
| <input type="checkbox"/> Paying for the cost of operating and maintaining that portion of a facility in which one or more of the above services are provided | |

Other:

- | | |
|---|--|
| <input type="checkbox"/> Acquisition | <input type="checkbox"/> Homeownership assistance (down payment and closing costs) |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Economic Development |

Project Description

Attachment "A"

- 1) The need has existed for some time to improve the water lines in many areas of the City. This specific area is one that will benefit from immediate attention. The age of the line, the materials used, the lack of water pressure due to undersized lines, and the current locations of the infrastructure in relation to the location to the homes are all problematic and need to be rectified
- 2) This project will serve census tract 304.05 Blocks 1002, 1003 & 1004
- 3) The work to be performed will include the surveying & engineering of the proposed new water line. The preparation of bid specs. The construction of the water main. The relocation and connection of water service relocation of water meters for each residence. It will also include improvement to the service lines feeding the fire hydrants in the area thereby providing enhanced fire protection in the community
- 4) Upon notification of award the City will instruct the engineer to commence survey, design and bid preparation. Once the design phase is complete the City will, following CDBG guidelines, bid the project. The City will accept, review, and award the bid to the lowest responsible bidder. A construction schedule will be established. Approximately 30 days prior to the start of construction, residents will be notified as to what to expect relating to the construction.
- 5) The implementation schedule will be as follows.
 - Award of Grant
 - Commission acceptance of Award
 - Engineering begins (90 Days to prepare plans and bid specs)
 - Bid (30 days after advertisement)
 - Award of Bid (15 to 30 days after receipt of Bids)
 - Resident notification (30 days prior to construction)
 - Commencement of construction the process. (60 to 90 days after award of bid)
 - The process will include the submittal of any and all documentation including progress report, payrolls and any other information required to the appropriate official in your office.

CDBG STATUTORY OBJECTIVE JUSTIFICATION

LMI Area Benefit | # Persons Served: 450

Census Data – (Please reference the **LMI Area map**)

Census Tract and Block Group #: 304.05 Block # 1002, 1003 & 1004

Area population: 234 LMI Population: 147.42 Percent LMI: 63.0

OR

Survey Data – Check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

****Note:** Public service activities CANNOT be qualified through the Area Benefit National Objective.

LMC Limited Clientele | # Persons Served: _____

If the proposed activity is a public service and is limited to a specific group of people, at least 51% of whom are low- and moderate-income persons, indicate which of the three categories of limited clientele activities best describes the activity by placing a checkmark in the appropriate box.

Presumed benefit - place a checkmark in the box that describes the beneficiaries of the proposed service: (**NOTE: Handicap Barrier Removal Projects should check Presumed Benefit/Severely Disabled Adults below**).

- | | |
|---|---|
| <input type="checkbox"/> Abused children | <input type="checkbox"/> Battered spouses |
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Severely disabled adults (use census population report definition) |
| <input type="checkbox"/> Homeless persons | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Persons living with AIDS | <input type="checkbox"/> Migrant farm workers |

Family size and income – check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

Nature and location of activity – check this box if the nature and location of the activity are such that it will be used predominantly by low- and moderate-income persons. For example, a day care center designed to serve residents of a public housing development. Attach an explanation of how the activity meets this objective.

LMH Housing | # Households Served: _____

Housing – check this box if you will use funds to benefit low – and moderate income homeowners or renters. Each unit must be occupied by a low- and moderate income household.

Slums/Blight | # Buildings Assisted: _____

Only Public Facility building rehabilitation or demolition can be qualified as a “slums and blight” activity.

BUDGET NARRATIVE ATTACHMENT

1. Describe your plans to use other funds on this project. In this section, only describe funds that have been secured. Provide the source of funds, amounts, and how these funds will be used. Describe your use of donated goods and services. Estimate the value of these goods and services. (Note: Engineering costs must be paid for by the municipality or agency. All construction projects require an engineer to prepare bid specifications and documents required by federal funding).

See Attachment "B"

2. Explain why you consider your program to be a local priority.

Budget Narrative

Attachment "B"

1. The City will fully fund the engineering of this project as per the tenants of the grant provisions up to and including bid specification preparation. The funds are available in the City Utility account which is sustained through the collection of water billings to serviced customers and the collection of water impact fees as prescribed by local ordinance and State Statute.
-

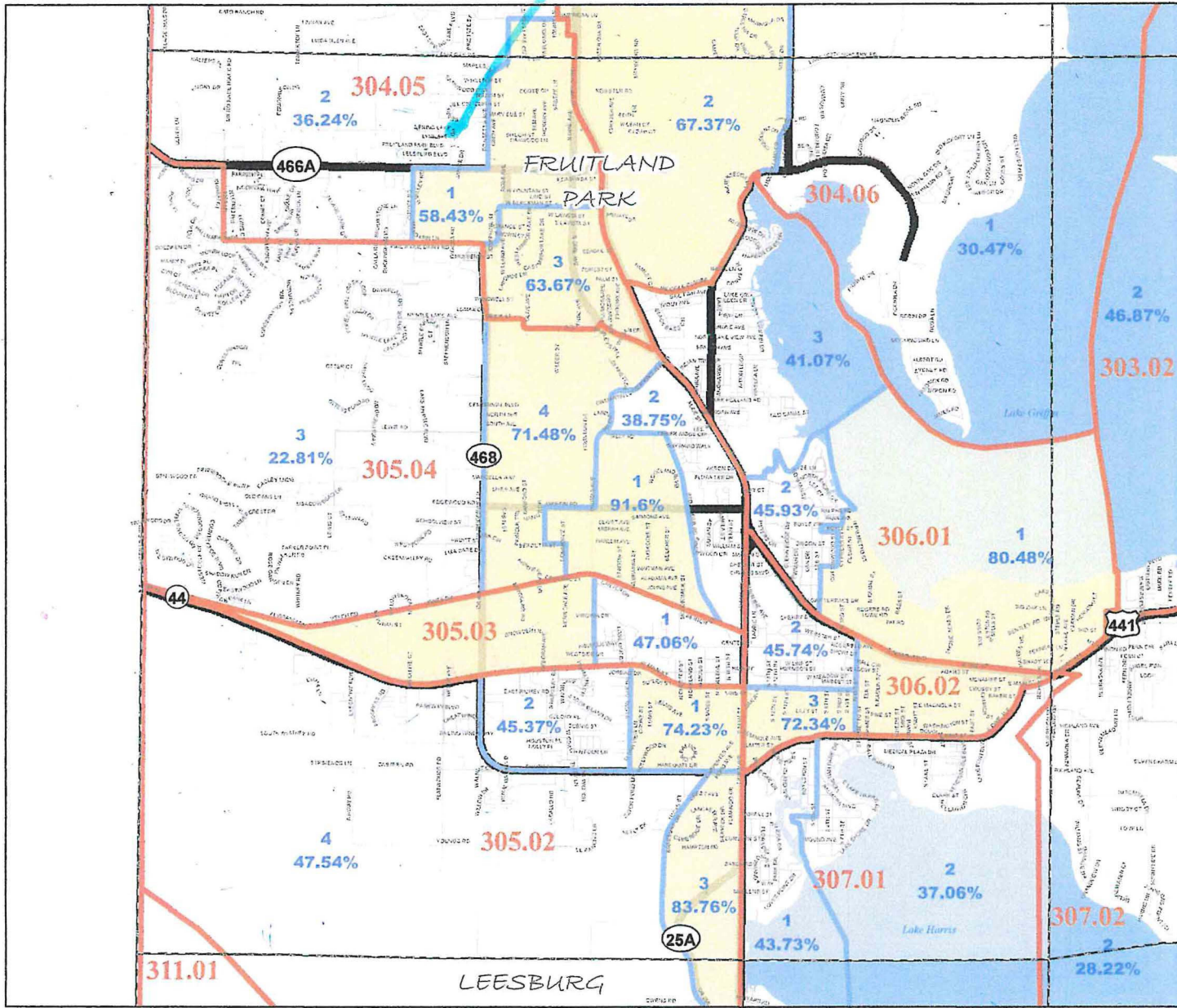
2. This project is seen as a priority. It will provide to ability to provide adequate water pressure through the replacement of undersized water lines in an area that suffers from consistently low pressure. The project will greatly enhance water quality through the creation of a looped system allowing the water to constantly flow and recirculate. At this point in time the City has to use flusher valves to periodically flush the water lines to keep water quality at an acceptable level, with a looped system this will no longer be necessary. Water quality will be greatly enhanced.

**APPLICATION CHECKLIST
PUBLIC FACILITIES PROJECTS**

	Yes	No	N/A
• Application completed and certification signed			
• Project location map attached			
• Architect / Engineer cost estimates			
• Provide photographs in print and electronic format			
• Municipal Council Resolution approving submission of application			
• SAM.gov proof of registration and CAGE number			

Springlake Rd water line project

CDBG Low/Moderate
Census Blockgroups
Feb. 2021



Legend

- Tract
- Blockgroup
- Less than 51%
- No Information
- 51% or More
- Turnpike
- Major Highways
- Local Streets
- Municipalities
- Major Lakes
- Mapbook Page



ADOPT-A-ROADWAY
LAKE COUNTY
FLORIDA
American Heritage
Girls Troop Fl. 2014

SHAKE THE
ROAD

35

CAMP
ORNI

WATER

CAMPERS
CORNER
RV SERVICE
728-6296



Genesis Autos

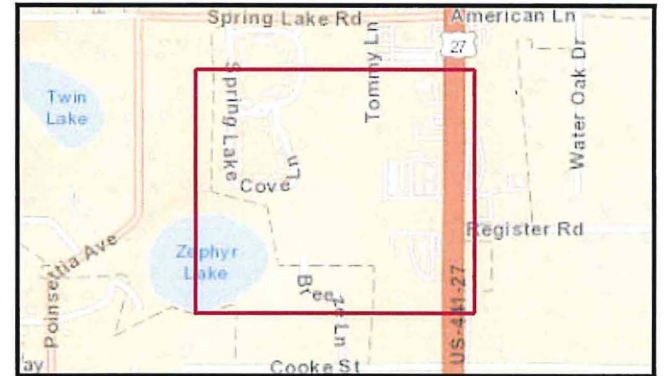
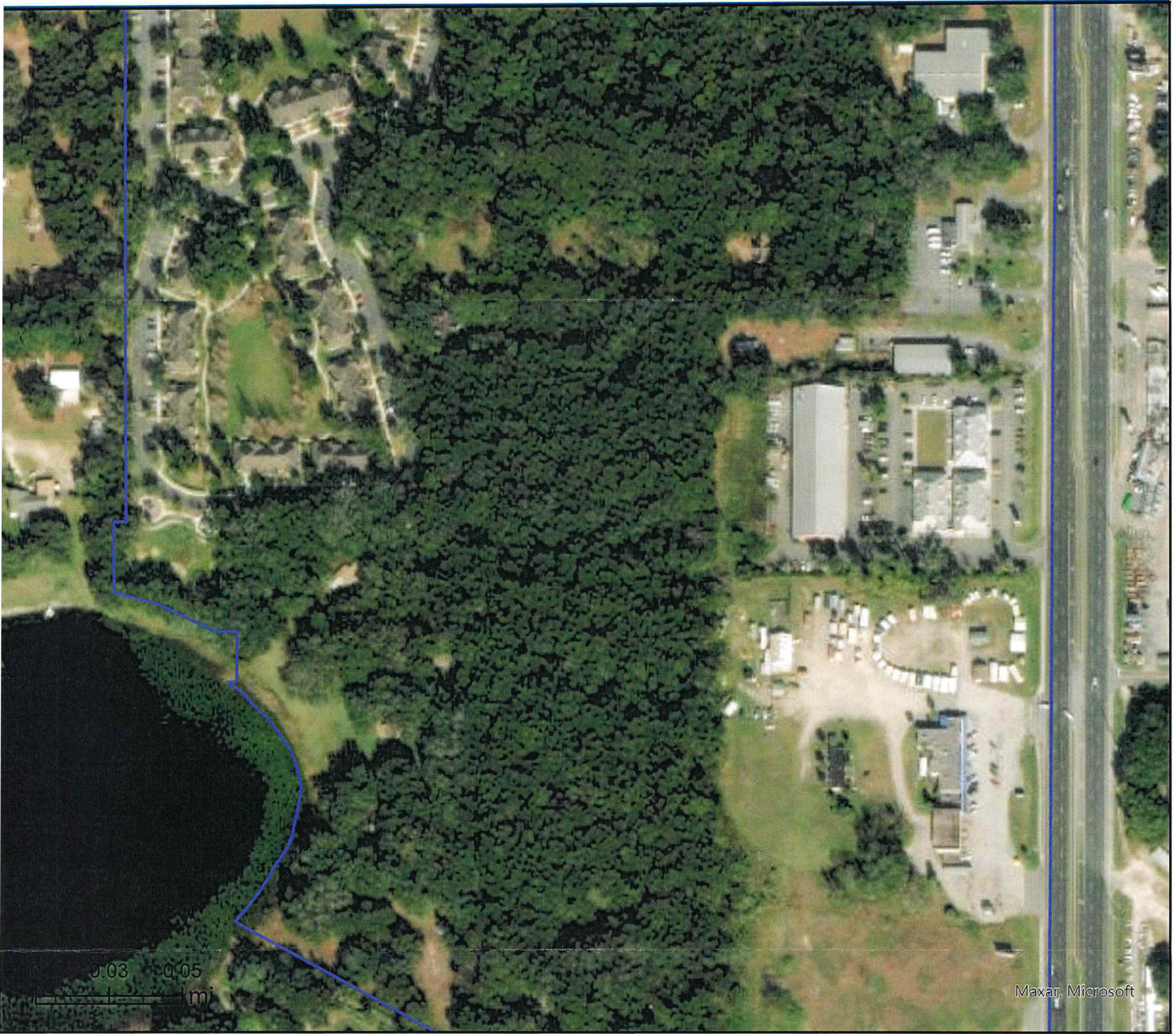




Site Map on Satellite Imagery - 0.4 Miles Wide

Spring Lake Road
Area: 0.14 square miles

Prepared by Esri



Source: ArcGIS Online World Imagery Basemap

April 17, 2021



Demographic and Income Profile

Spring Lake Road
Area: 0.14 square miles

Prepared by Esri

Summary	Census 2010	2020	2025
Population	234	245	263
Households	111	115	123
Families	78	79	83
Average Household Size	2.11	2.13	2.14
Owner Occupied Housing Units	70	70	74
Renter Occupied Housing Units	41	45	49
Median Age	36.3	36.8	37.2
Trends: 2020-2025 Annual Rate	Area	State	National
Population	1.43%	1.33%	0.72%
Households	1.35%	1.27%	0.72%
Families	0.99%	1.23%	0.64%
Owner HHs	1.12%	1.22%	0.72%
Median Household Income	2.77%	1.51%	1.60%

Households by Income	2020		2025	
	Number	Percent	Number	Percent
<\$15,000	17	14.8%	16	13.0%
\$15,000 - \$24,999	18	15.7%	18	14.6%
\$25,000 - \$34,999	20	17.4%	20	16.3%
\$35,000 - \$49,999	15	13.0%	16	13.0%
\$50,000 - \$74,999	28	24.3%	31	25.2%
\$75,000 - \$99,999	1	0.9%	2	1.6%
\$100,000 - \$149,999	8	7.0%	11	8.9%
\$150,000 - \$199,999	6	5.2%	9	7.3%
\$200,000+	2	1.7%	3	2.4%
Median Household Income	\$36,896		\$42,303	
Average Household Income	\$54,550		\$62,467	
Per Capita Income	\$20,567		\$23,466	

Population by Age	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	17	7.3%	16	6.6%	18	6.8%
5 - 9	18	7.7%	16	6.6%	18	6.8%
10 - 14	17	7.3%	16	6.6%	17	6.4%
15 - 19	15	6.4%	16	6.6%	16	6.1%
20 - 24	16	6.9%	16	6.6%	17	6.4%
25 - 34	30	12.9%	36	14.8%	38	14.4%
35 - 44	29	12.4%	30	12.3%	35	13.3%
45 - 54	35	15.0%	30	12.3%	28	10.6%
55 - 64	29	12.4%	32	13.1%	34	12.9%
65 - 74	16	6.9%	22	9.0%	27	10.2%
75 - 84	9	3.9%	11	4.5%	12	4.5%
85+	2	0.9%	3	1.2%	4	1.5%

Race and Ethnicity	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
White Alone	205	87.6%	206	84.1%	216	81.8%
Black Alone	17	7.3%	21	8.6%	26	9.8%
American Indian Alone	0	0.0%	0	0.0%	0	0.0%
Asian Alone	1	0.4%	2	0.8%	2	0.8%
Pacific Islander Alone	1	0.4%	1	0.4%	1	0.4%
Some Other Race Alone	6	2.6%	9	3.7%	11	4.2%
Two or More Races	4	1.7%	6	2.4%	8	3.0%
Hispanic Origin (Any Race)	16	6.8%	26	10.6%	32	12.2%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

April 17, 2021

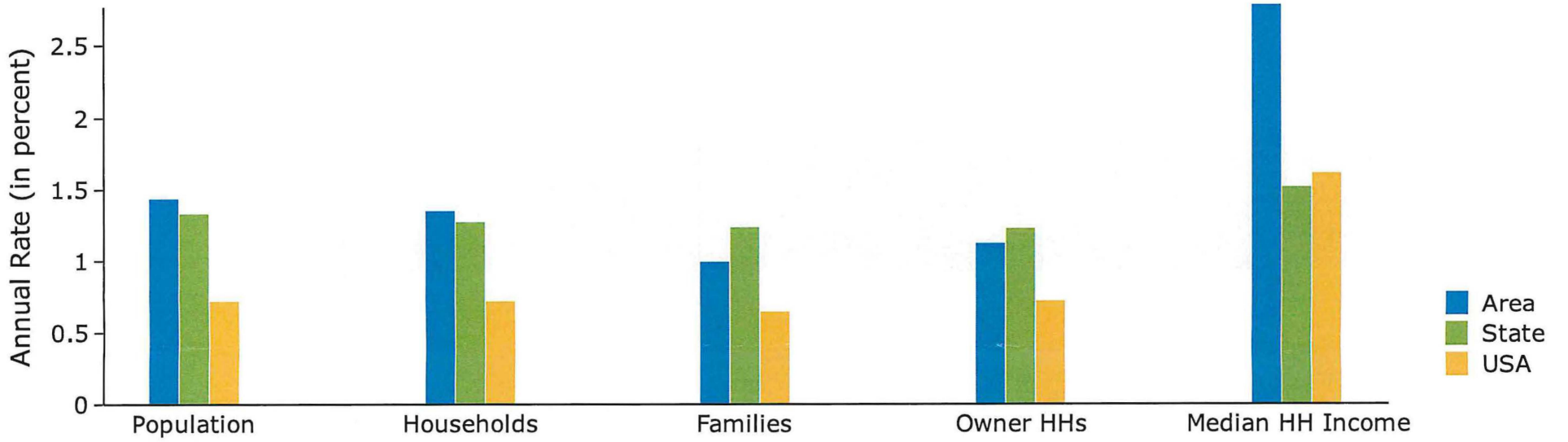


Demographic and Income Profile

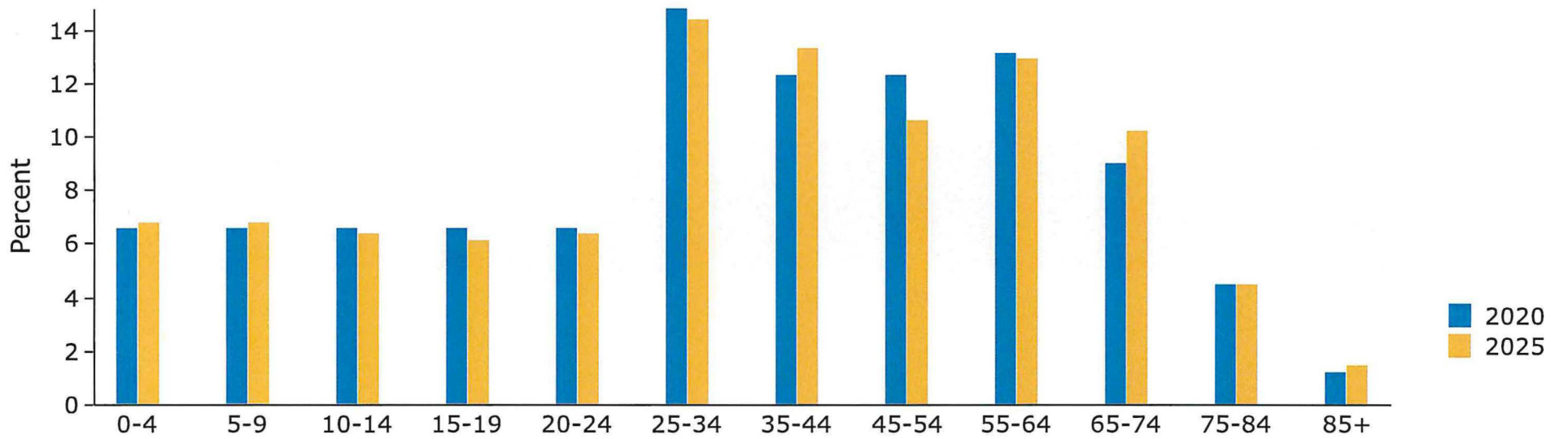
Spring Lake Road
Area: 0.14 square miles

Prepared by Esri

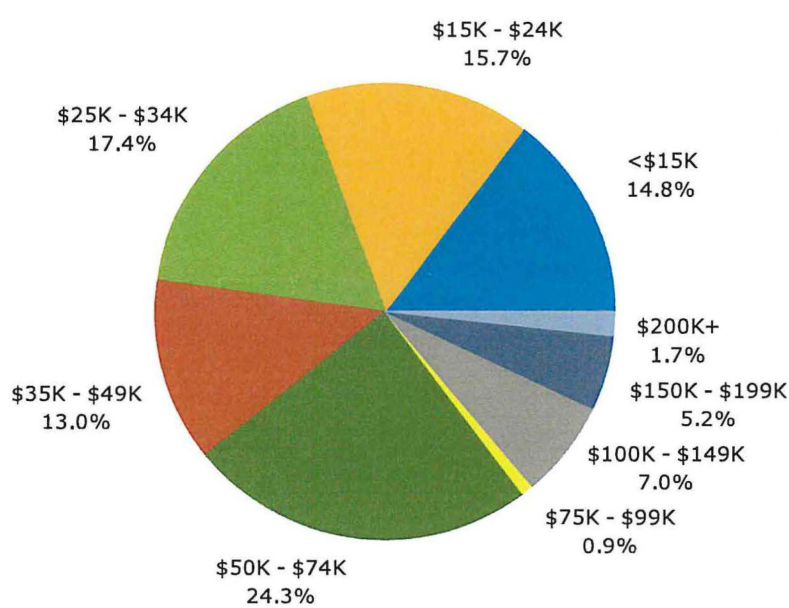
Trends 2020-2025



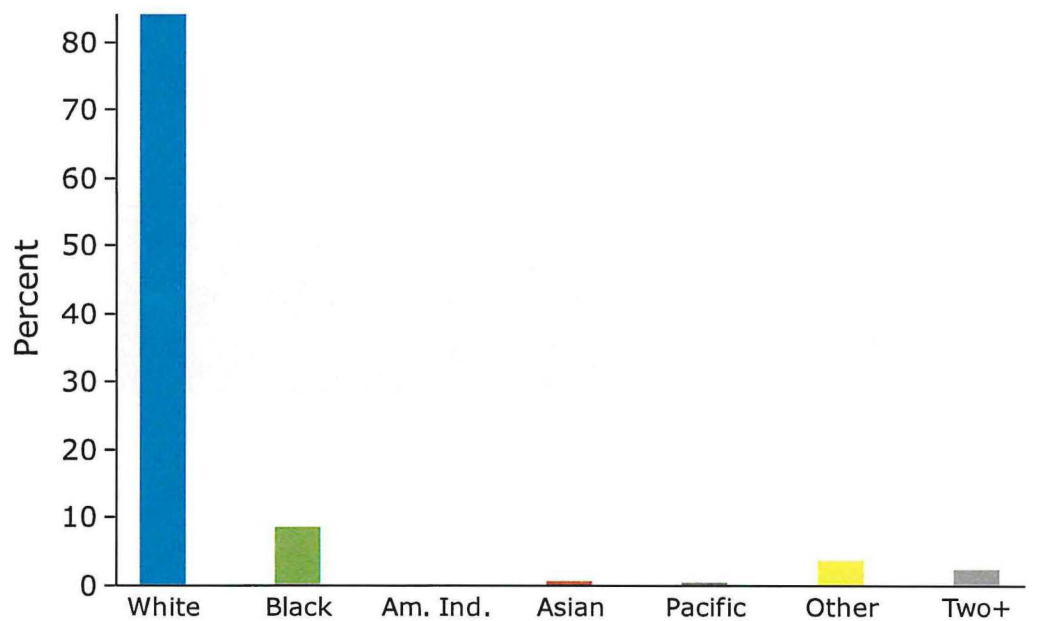
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin: 10.6%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

Demographic Summary

Kales Field

Spring Lake Road

Patricia Avenue

INCOME



\$37,860

Median Household Income



\$20,566

Per Capita Income



\$22,542

Median Net Worth



\$36,896

Median Household Income



\$20,567

Per Capita Income



\$27,357

Median Net Worth



\$36,116

Median Household Income



\$20,567

Per Capita Income



\$31,206

Median Net Worth



KEY FACTS

37

Population

38.3

Median Age



13

Households

\$31,872

Median Disposable Income

KEY FACTS

245

Population

36.8

Median Age



115

Households

\$33,394

Median Disposable Income

KEY FACTS

100

Population

36.8

Median Age

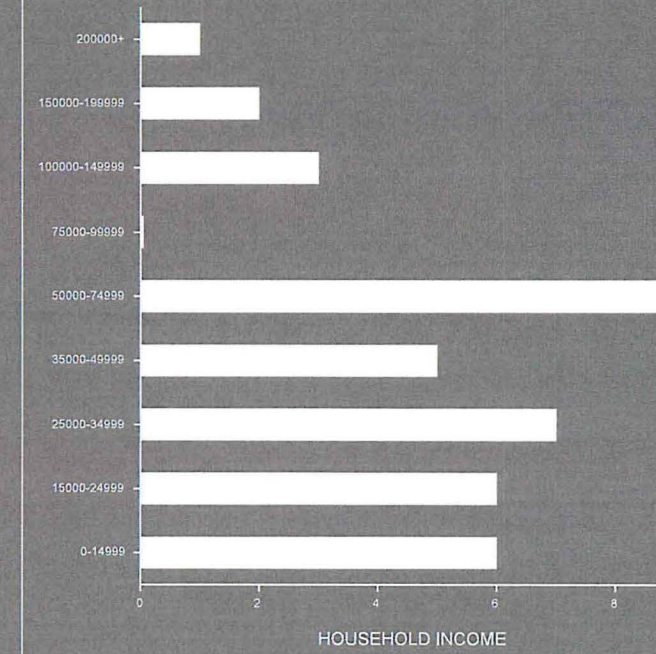
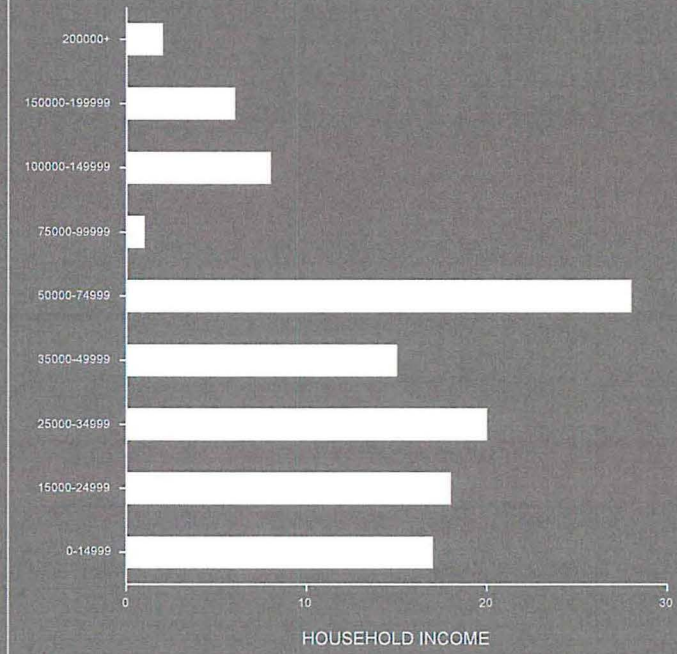
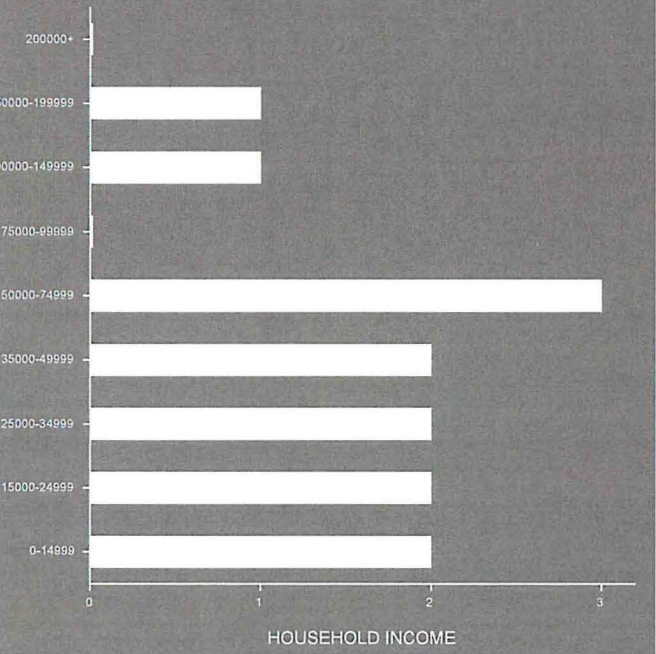


39

Households

\$32,867

Median Disposable Income



EDUCATION

17%

No High School Diploma



42%

High School Graduate



33%

Some College



8%

Bachelor's/Grad/Prof Degree

17%

No High School Diploma



40%

High School Graduate



32%

Some College



10%

Bachelor's/Grad/Prof Degree

16%

No High School Diploma



42%

High School Graduate



31%

Some College



10%

Bachelor's/Grad/Prof Degree

EMPLOYMENT



38%

White Collar



31%

Blue Collar



25%

Services

11.1%

Unemployment Rate

EMPLOYMENT



41%

White Collar



31%

Blue Collar



28%

Services

12.8%

Unemployment Rate

EMPLOYMENT



42%

White Collar



31%

Blue Collar



27%

Services

13.5%

Unemployment Rate

RESOLUTION 2022-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATION TO THE LAKE COUNTY CDBG PROGRAM FOR THE SPRING LAKE ROAD WATER LINE ENHANCEMENT PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to apply for Community Development Block Grant Program (CDBG) grant funding for the Spring Lake Road Water Line Enhancement Project; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the public's best interest to apply for grant funding for these purposes and desires to authorize the city manager to submit any necessary application and documentation to the Lake County CDBG Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The City Commission authorizes the City Manager submit application to the Lake County CDBG Program for the Spring Lake Road Water Line Enhancement Project in the City of Fruitland Park, Florida, described in the proposal and to submit the application and any other necessary documentation in support thereof.

Section 2. The City Commission confirms the City will implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

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 26th day of May, 2022, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

Chris Cheshire, Mayor

ATTEST:

ESTHER COULSON, CITY CLERK

Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney



FY2022-2023 REQUEST FOR PROPOSALS

LAKE COUNTY OFFICE OF HOUSING & COMMUNITY SERVICES CDBG GRANT FUNDING

I. Fund Availability

The Lake County Office of Housing and Community Services is requesting proposals for Community Development Block Grant (CDBG) Program grant funding for FY 2022-23. The United States Department of Housing and Urban Development (HUD) has not yet received a budget from Congress for FY 2022 but we are going to begin accepting applications for funds in the expectation that they are received. The cap on eligible projects will no longer apply. Based on funds available, projects will be funded in whole or in part with CDBG funds.

II. Eligibility for CDBG Funds

The enclosed application provides more information on CDBG eligibility and particularly on the National Objectives of the CDBG program. Projects must serve lower income residents. Maps depicting the low-moderate income areas in each of the three (3) Urban Partner municipalities as well as additional mapping of other areas is available upon request. If HUD releases updated income data and if any project that was submitted becomes ineligible, communities will have an opportunity to revise their submissions.

If more than one project is proposed, a separate application must be utilized for each project. If more than one application is submitted, projects must be **numbered by priority** by the municipality at the time of submission.

III. Grant Period

The grant period will be the County's Fiscal Year from October 1, 2022 through September 30, 2023. Funding agreements with selected agencies may be in place on or after October 1, 2022. Projects will be expected to begin construction or final design shortly after being awarded.

Please note that Federal wage rates (Davis-Bacon Act) apply to all construction or renovation projects under this program. Renovation and construction of

buildings used for the general conduct of government (borough halls or township buildings or garages), **except for handicap accessibility** in compliance with ADA requirements, are **NOT** eligible activities.

The application must include a complete project description, with a current cost estimate prepared by an individual knowledgeable in the preparation of such estimates, using federal construction requirements, including, but not limited to, Federal wage rates.

IV. Submit CDBG proposals to:

Please note the mailing address and the hand delivery address are different.

Proposals may be mailed to:

Lake County Office of Housing and Community Services
Program/Attn: CDBG/Amy Elliott
P.O. Box 7800, Tavares, FL 32778

Use the address listed below to hand-deliver only. Do not mail to this address:

Lake County Office of Housing and Community Services
2008 Classique Lane, Tavares, FL 32778
Phone: 352-742-6540

Contact: Amy Elliott / CDBG Program

352-741-6551 (TDD Users: 7-1-1 FL Relay Service)
aelliott@lakecountyfl.gov

Copies - Three original proposals (with original signatures signed IN **BLUE INK) and a digital storage device is required for funding consideration. All documents must be stapled or clipped.**

Alterations/Modifications/Withdrawal - A proposal may be withdrawn by the submitting organization upon written request of the Director or authorized representative of the organization. If HUD releases updated income data and if any project that was submitted becomes ineligible, communities will have an opportunity to revise their submissions.

APPLICATION SUBMITTAL DEADLINE IS
FRIDAY, MAY 27, 2022 AT 3:00 P.M.

V. Review and Award Notification

Proposal review committees will be established to review each category of proposals received and will have sole responsibility for making recommendations for funding to the Lake County Board of County Commissioners (the Board). The Board has the final decision in selecting or rejecting of proposals. Each applicant will be notified of the Board's decision in writing.

VI. Agreement/Contract

Organizations selected for funding should expect to enter into a written CDBG subrecipient agreement for the provision of services or activities as outlined in the proposal or negotiated as alterations to the proposal. The agreement will specify the expectations of both parties, define financial and progress report requirements, and establish payment parameters. A person who can legally bind the organization will be the required signatory on the agreement.

INSTRUCTIONS FOR THE LAKE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

1.	Prepare your FY 2022-23 CDBG application in a clear, comprehensive and concise manner. Remember to <u>complete all sections</u> and provide sufficient documentation to ensure fair consideration of <u>your application</u> . <u>If possible, please provide a complete electronic version of your application upon submission.</u>
2.	When appropriate, provide current Architect and Engineer cost estimates (as applicable). No application will be reviewed proposing construction activities without this information and will be cause for rejection of the application.
3.	All applicants must provide an <u>area map</u> noting the location of the project. Please provide enough detail to describe your service area. Note street names and other landmarks for ease of identification.
4.	Please provide a photograph of the project site and surrounding buildings. <u>(Photographs in an electronic/digital format are required along with print versions)</u>. If the building is historic, all work must be done in compliance with the US Secretary of the Interior's Standards. Please note if the project is located in an historic area.
5.	<u>Project leveraging</u> is not required but is suggested. Please complete the <u>Budget Narrative Attachment</u> , using actual or prospective funding. A written agreement means you have funding approval. Without a written agreement, funding is considered tentative or prospective.
6.	Use the budget page from the application or an equivalent form. Please be advised that Lake County CDBG Program funds WILL NOT pay for the following: <ul style="list-style-type: none"> • Salaries of supervisory personnel – only the salaries of direct staff involved in the project are eligible • Overhead – office space, utilities, telephone, etc. will not be paid for unless dedicated EXCLUSIVELY to the use of the CDBG funded activity. There will be no pro-rating of such expenses. • Food – Unless essential to the client services such as nutrition and food preparation classes or a food bank, no food or entertainment may be purchased with CDBG funds. • For public service activities – Facility maintenance or repair is not eligible. Apply for public improvement funds if your building is in need of rehabilitation. • Work that is contracted for prior to the execution of the agreement with the County or that has not been competitively procured and incorporated federal contract provisions cannot be paid with CDBG funds. This includes construction as well as professional services. All work paid for with CDBG funds must comply with 2 C.F.R. Part 200.
8.	Please ensure that your application has been signed by the appropriate agency official. Approval by your governing body is required for submission of the application. Please provide a copy of the resolution. A sample is included for your use or you may use your own. (Exhibit "E")

All applications will be reviewed by the staff of the Division of Housing and Community Development to determine eligibility. If additional information is required, you will be contacted by a representative of the Office.

APPLICANT INFORMATION AND PROJECT ABSTRACT

1.	Project Name: Springlake Road Waterline Enhancement		
2.	Title of CDBG Activity: Waterline Improvement		
3.	CDBG Funding Year: FY 2022-23		
4.	Name of Applicant (Municipality or Non-profit): City of Fruitland Park		
5.	Address: 506 W. Berckman Street, Fruitland Park, Florida 34731		
6.	Telephone: 352-360-6727	7.	Facsimile: 352-360-6686
8.	Federal Tax ID No.: 59603 1169	8a.	DUNS No.: NGUKN11A6DJ7
8b.	Attach SAM.gov Proof of Registration and CAGE Number 5LHTO	8c.	Non-Profits: Attach: 501(c)(3) documentation and SAM registration
9.	Type of Organization: <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Non-profit		
10.	Name of Principal Contact Person: Gary La Venia		
11.	Title: City Manager	12.	Email address: glavenia@fruitlandpark.org Telephone: 352-360-6727
13.	Amount of CDBG funds requested: \$ 152,684		
14.	Funds committed from other sources: \$ 35,000 Water Impact Fees		
15.	Total project cost (Line 13 + Line 14): \$ 187,684		
16.	Location of proposed project: (For purposes of GIS mapping, please provide a specific, US Post Office recognized address in or near the project site – i.e.: 132 Main St. Please do not provide a range or intersection) <u>2713 Springlake Road</u>		
17.	Attach electronic copies of Photographs of the project site if rehab or construction.		

The applicant certifies that to the best of its knowledge and belief, the information included in this application is true and correct, and that the applicant will comply with all federal requirements should this application be approved for funding.

Signature

Date

Typed Name and Title

Search

All Words

e.g. 1606N020Q02



Search Results

Saved Searches

Actions



Select Domain
Entity Information



All Entity Information

Entities

Sort by

Relevance



Showing 1 - 11 of 11 results

Fruitland Park, City Of ● Active Registration

Unique Entity ID	CAGE Code	Physical Address
NGUKN11A6DJ7	5LHT0	506 W Berckman St, Fruitland Park, FL 34731 USA

Entity

Expiration Date
Mar 14, 2023

Purpose of Registration
All Awards

PROJECT DESCRIPTION

Briefly describe the proposed project. The narrative should include: 1) the need or problem to be addressed, 2) the population to be served or the area to benefit, 3) the work to be performed, including the activities to be undertaken or the services to be provided, 4) the method of approach, and 5) the implementation schedule. **Attach additional sheets if necessary (no more than 3 please).**

See Attachment "A"

Check here if the structure is historic Year constructed _____

Check here if the project is located in a flood plain , attach flood plain map as applicable.

CDBG ELIGIBLE ACTIVITIES

1. Place a checkmark in one or more of the following boxes that describes your proposed activity.

Public Facilities:

- | | |
|--|--|
| <input type="checkbox"/> Streets, curbs, sidewalks | <input type="checkbox"/> Community centers, senior centers |
| <input type="checkbox"/> Storm and sanitary sewers | <input type="checkbox"/> Parking lots |
| <input checked="" type="checkbox"/> Water lines | <input type="checkbox"/> Fire Stations |
| <input type="checkbox"/> Parks | <input type="checkbox"/> Other, specify |

Public Services:

- | | |
|--|---|
| <input type="checkbox"/> Child care | <input type="checkbox"/> Health care |
| <input type="checkbox"/> Recreation programs | <input type="checkbox"/> Education programs |
| <input type="checkbox"/> Public safety services | <input type="checkbox"/> Fair housing activities |
| <input type="checkbox"/> Services for senior citizens | <input type="checkbox"/> Services for homeless people |
| <input type="checkbox"/> Drug abuse counseling | <input type="checkbox"/> Energy conservation counseling and testing |
| <input type="checkbox"/> Welfare | <input type="checkbox"/> Other, specify |
| <input type="checkbox"/> Paying for the cost of operating and maintaining that portion of a facility in which one or more of the above services are provided | |

Other:

- | | |
|---|--|
| <input type="checkbox"/> Acquisition | <input type="checkbox"/> Homeownership assistance (down payment and closing costs) |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Housing Rehabilitation | <input type="checkbox"/> Economic Development |

Project Description

Attachment "A"

- 1) The need has existed for some time to improve the water lines in many areas of the City. This specific area is one that will benefit from immediate attention. The age of the line, the materials used, the lack of water pressure due to undersized lines, and the current locations of the infrastructure in relation to the location to the homes are all problematic and need to be rectified
- 2) This project will serve census tract 304.05 Blocks 1002, 1003 & 1004
- 3) The work to be performed will include the surveying & engineering of the proposed new water line. The preparation of bid specs. The construction of the water main. The relocation and connection of water service relocation of water meters for each residence. It will also include improvement to the service lines feeding the fire hydrants in the area thereby providing enhanced fire protection in the community
- 4) Upon notification of award the City will instruct the engineer to commence survey, design and bid preparation. Once the design phase is complete the City will, following CDBG guidelines, bid the project. The City will accept, review, and award the bid to the lowest responsible bidder. A construction schedule will be established. Approximately 30 days prior to the start of construction, residents will be notified as to what to expect relating to the construction.
- 5) The implementation schedule will be as follows.
 - o Award of Grant
 - o Commission acceptance of Award
 - o Engineering begins (90 Days to prepare plans and bid specs)
 - o Bid (30 days after advertisement)
 - o Award of Bid (15 to 30 days after receipt of Bids)
 - o Resident notification (30 days prior to construction)
 - o Commencement of construction the process. (60 to 90 days after award of bid)
 - o The process will include the submittal of any and all documentation including progress report, payrolls and any other information required to the appropriate official in your office.

CDBG STATUTORY OBJECTIVE JUSTIFICATION

LMI Area Benefit | # Persons Served: 450

Census Data – (Please reference the **LMI Area map**)

Census Tract and Block Group #: 304.05 Block #1002, 1003, 1004

Area population: 234 LMI Population: 147.42 Percent LMI: 63.0

OR

Survey Data – Check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

****Note:** Public service activities CANNOT be qualified through the Area Benefit National Objective.

LMC Limited Clientele | # Persons Served: _____

If the proposed activity is a public service and is limited to a specific group of people, at least 51% of whom are low- and moderate-income persons, indicate which of the three categories of limited clientele activities best describes the activity by placing a checkmark in the appropriate box.

Presumed benefit - place a checkmark in the box that describes the beneficiaries of the proposed service: (**NOTE: Handicap Barrier Removal Projects should check Presumed Benefit/Severely Disabled Adults below**).

- | | |
|---|---|
| <input type="checkbox"/> Abused children | <input type="checkbox"/> Battered spouses |
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Severely disabled adults (use census population report definition) |
| <input type="checkbox"/> Homeless persons | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Persons living with AIDS | <input type="checkbox"/> Migrant farm workers |

Family size and income – check this box if you intend to utilize household income surveys to document the size and annual income of each person receiving the benefit. Note: at least 51% of the program beneficiaries must be persons whose family income does not exceed the limits summarized in **Exhibit C – National Objective Qualifiers**.

Nature and location of activity – check this box if the nature and location of the activity are such that it will be used predominantly by low- and moderate-income persons. For example, a day care center designed to serve residents of a public housing development. Attach an explanation of how the activity meets this objective.

LMH Housing | # Households Served: _____

Housing – check this box if you will use funds to benefit low – and moderate Income homeowners or renters. Each unit must be occupied by a low- and moderate income household.

Slums/Blight | # Buildings Assisted: _____

Only Public Facility building rehabilitation or demolition can be qualified as a “slums and blight” activity.

BUDGET NARRATIVE ATTACHMENT

1. Describe your plans to use other funds on this project. In this section, only describe funds that have been secured. Provide the source of funds, amounts, and how these funds will be used. Describe your use of donated goods and services. Estimate the value of these goods and services. (Note: Engineering costs must be paid for by the municipality or agency. All construction projects require an engineer to prepare bid specifications and documents required by federal funding).

See Attachment "B"

2. Explain why you consider your program to be a local priority.

Budget Narrative

Attachment "B"

1. The City will fully fund the engineering of this project as per the tenants of the grant provisions up to and including bid specification preparation. The funds are available in the City Utility account which is sustained through the collection of water billings to serviced customers and the collection of water impact fees as prescribed by local ordinance and State Statute.
-

2. This project is seen as a priority. It will provide to ability to provide adequate water pressure through the replacement of undersized water lines in an area that suffers from consistently low pressure. The project will greatly enhance water quality through the creation of a looped system allowing the water to constantly flow and recirculate. At this point in time the City has to use flusher valves to periodically flush the water lines to keep water quality at an acceptable level, with a looped system this will no longer be necessary. Water quality will be greatly enhanced.

**APPLICATION CHECKLIST
PUBLIC FACILITIES PROJECTS**

	Yes	No	N/A
• Application completed and certification signed	X		
• Project location map attached	X		
• Architect / Engineer cost estimates			
• Provide photographs in print and electronic format	X		
• Municipal Council Resolution approving submission of application	X		
• SAM.gov proof of registration and CAGE number	X		

EXHIBIT "E"
MUNICIPAL COUNCIL AUTHORIZING RESOLUTION

At a meeting held on Thursday, May 26, 2022 (date), the (Governing Body) of City of Fruitland Park
(name of Municipality), adopted the following resolution:

The (Governing Body) authorizes an application to the Lake County Community Development Block Grant (CDBG) Program for Spring Lake Road Waterline Enhancement (name of project) described in the proposal. If awarded CDBG funds, the Municipality shall implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

Signature of Authorized Representative

Date

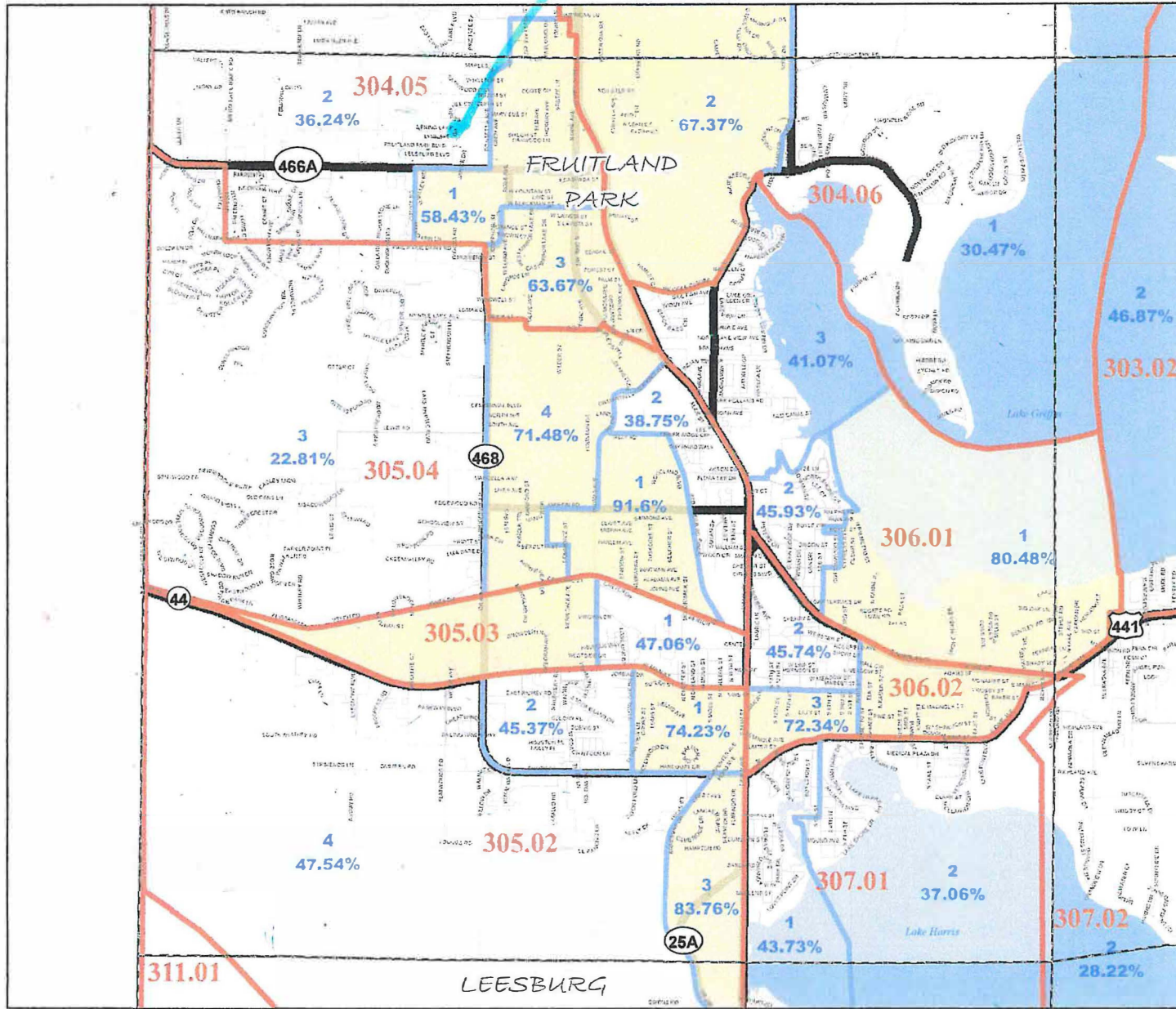
Printed Name of Authorized Representative

Telephone Number

Springlake Rd water line project

CDBG Low/Moderate
Census Blockgroups
Feb. 2021

Page 15 of 28



Legend

- Tract
- Blockgroup
- Less than 51%
- No Information
- 51% or More
- Turnpike
- Major Highways
- Local Streets
- Municipalities
- Major Lakes
- Mapbook Page



ADOPT-A-ROADWAY
LAKE COUNTY
FLORIDA
American Heritage
Girls Troop Fl. 2014

SHAKE THE
ROAD

35

CAMP
ORNI

WATER

CAMPERS
CORNER
RV SERVICE
728-6296



Genesis Autos

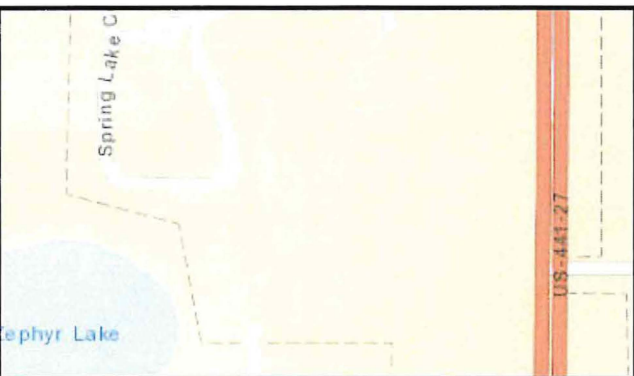
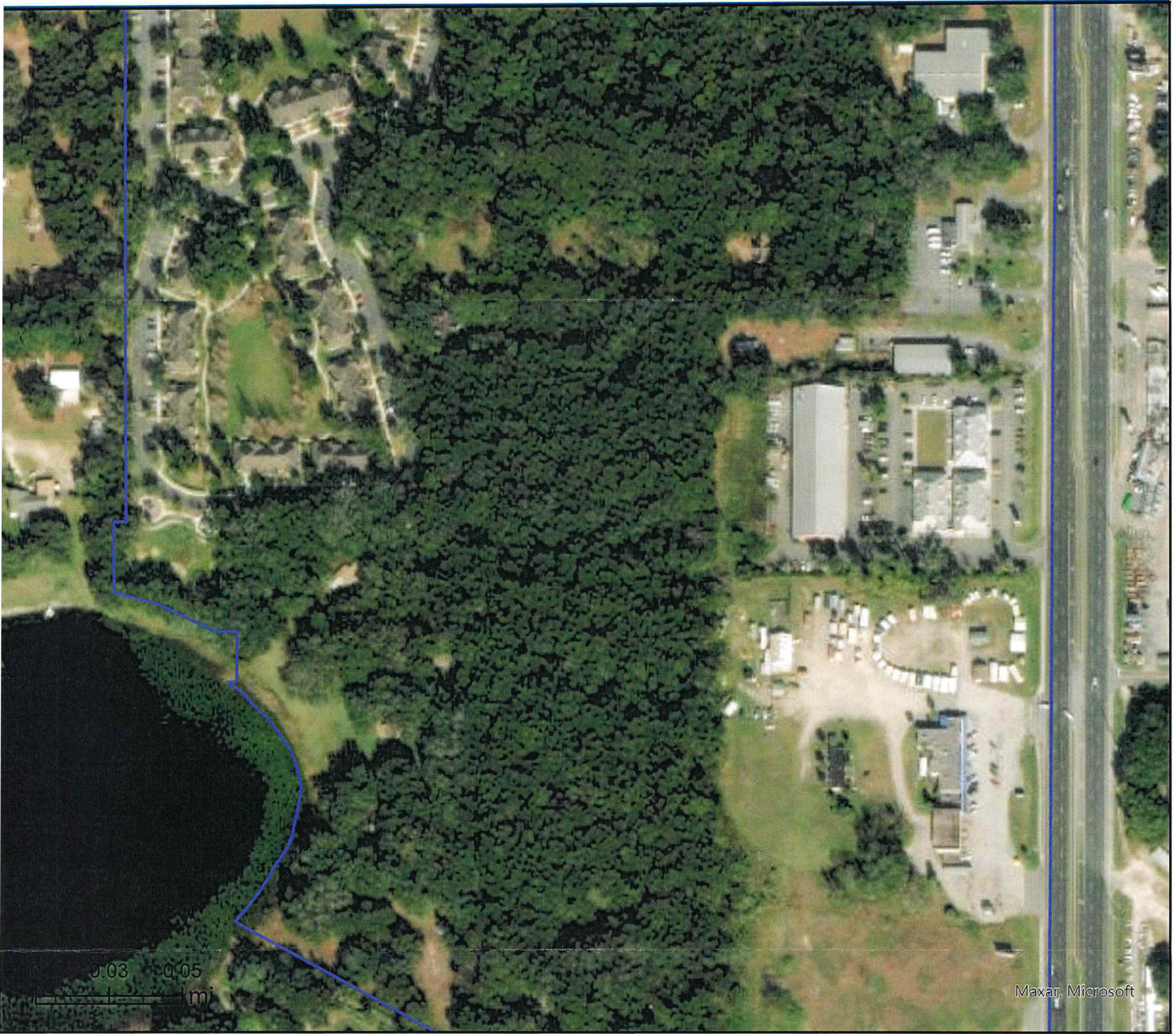




Site Map on Satellite Imagery - 0.4 Miles Wide

Spring Lake Road
Area: 0.14 square miles

Prepared by Esri



Source: ArcGIS Online World Imagery Basemap

April 17, 2021



Demographic and Income Profile

Spring Lake Road
Area: 0.14 square miles

Prepared by Esri

Summary	Census 2010	2020	2025
Population	234	245	263
Households	111	115	123
Families	78	79	83
Average Household Size	2.11	2.13	2.14
Owner Occupied Housing Units	70	70	74
Renter Occupied Housing Units	41	45	49
Median Age	36.3	36.8	37.2
Trends: 2020-2025 Annual Rate	Area	State	National
Population	1.43%	1.33%	0.72%
Households	1.35%	1.27%	0.72%
Families	0.99%	1.23%	0.64%
Owner HHs	1.12%	1.22%	0.72%
Median Household Income	2.77%	1.51%	1.60%

Households by Income	2020		2025	
	Number	Percent	Number	Percent
<\$15,000	17	14.8%	16	13.0%
\$15,000 - \$24,999	18	15.7%	18	14.6%
\$25,000 - \$34,999	20	17.4%	20	16.3%
\$35,000 - \$49,999	15	13.0%	16	13.0%
\$50,000 - \$74,999	28	24.3%	31	25.2%
\$75,000 - \$99,999	1	0.9%	2	1.6%
\$100,000 - \$149,999	8	7.0%	11	8.9%
\$150,000 - \$199,999	6	5.2%	9	7.3%
\$200,000+	2	1.7%	3	2.4%
Median Household Income	\$36,896		\$42,303	
Average Household Income	\$54,550		\$62,467	
Per Capita Income	\$20,567		\$23,466	

Population by Age	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
0 - 4	17	7.3%	16	6.6%	18	6.8%
5 - 9	18	7.7%	16	6.6%	18	6.8%
10 - 14	17	7.3%	16	6.6%	17	6.4%
15 - 19	15	6.4%	16	6.6%	16	6.1%
20 - 24	16	6.9%	16	6.6%	17	6.4%
25 - 34	30	12.9%	36	14.8%	38	14.4%
35 - 44	29	12.4%	30	12.3%	35	13.3%
45 - 54	35	15.0%	30	12.3%	28	10.6%
55 - 64	29	12.4%	32	13.1%	34	12.9%
65 - 74	16	6.9%	22	9.0%	27	10.2%
75 - 84	9	3.9%	11	4.5%	12	4.5%
85+	2	0.9%	3	1.2%	4	1.5%

Race and Ethnicity	Census 2010		2020		2025	
	Number	Percent	Number	Percent	Number	Percent
White Alone	205	87.6%	206	84.1%	216	81.8%
Black Alone	17	7.3%	21	8.6%	26	9.8%
American Indian Alone	0	0.0%	0	0.0%	0	0.0%
Asian Alone	1	0.4%	2	0.8%	2	0.8%
Pacific Islander Alone	1	0.4%	1	0.4%	1	0.4%
Some Other Race Alone	6	2.6%	9	3.7%	11	4.2%
Two or More Races	4	1.7%	6	2.4%	8	3.0%
Hispanic Origin (Any Race)	16	6.8%	26	10.6%	32	12.2%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

April 17, 2021

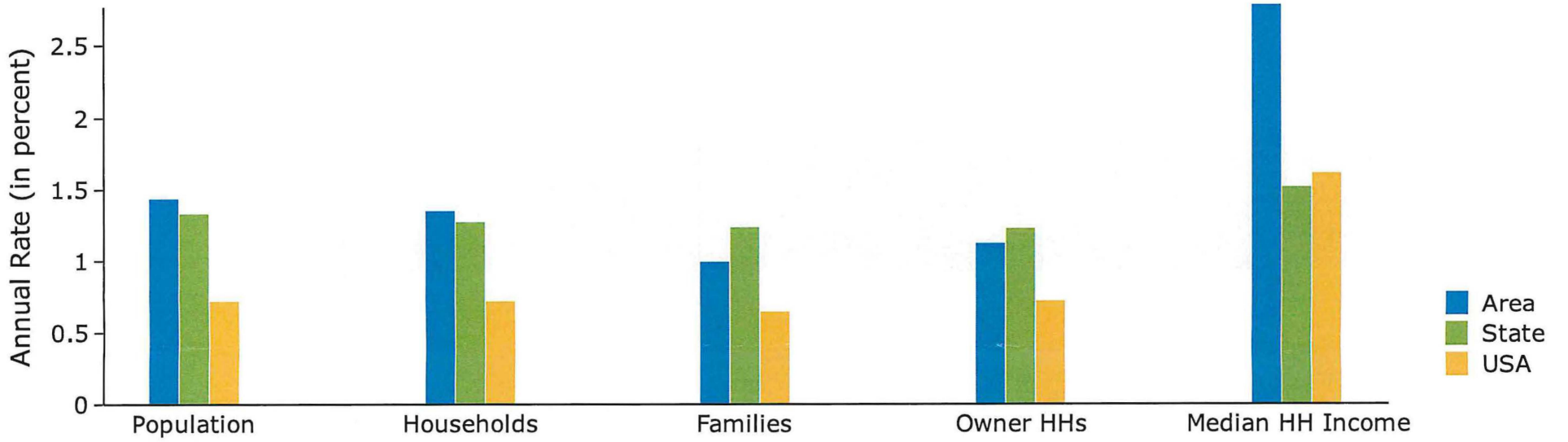


Demographic and Income Profile

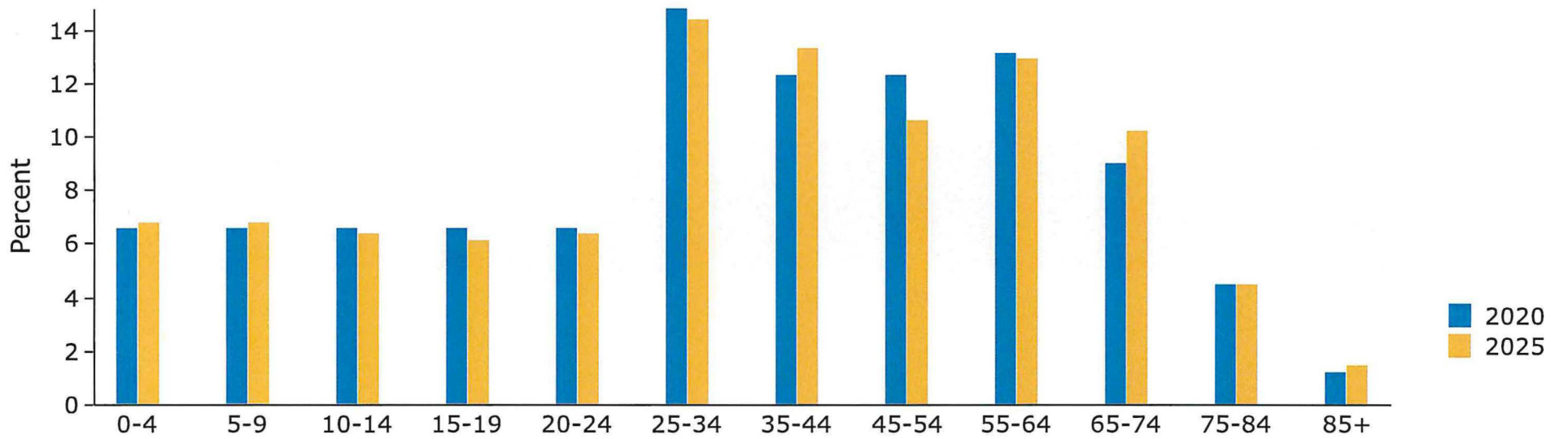
Spring Lake Road
Area: 0.14 square miles

Prepared by Esri

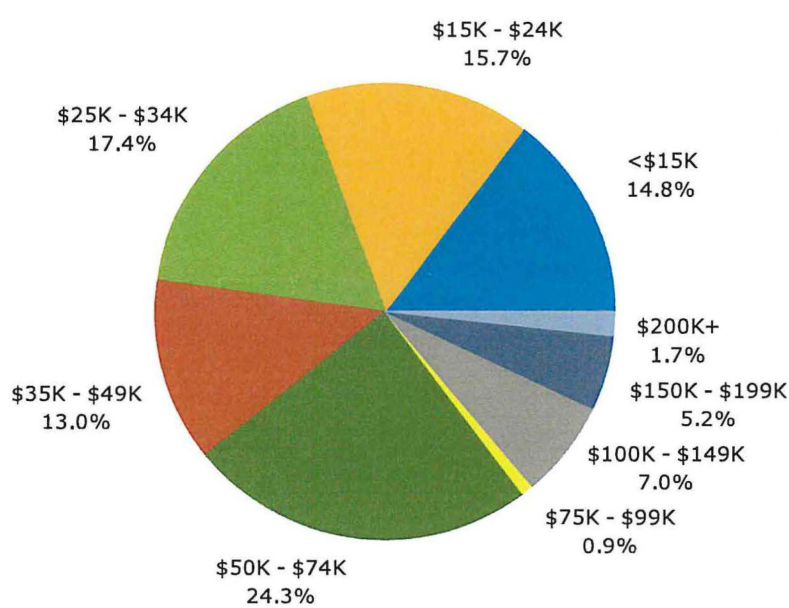
Trends 2020-2025



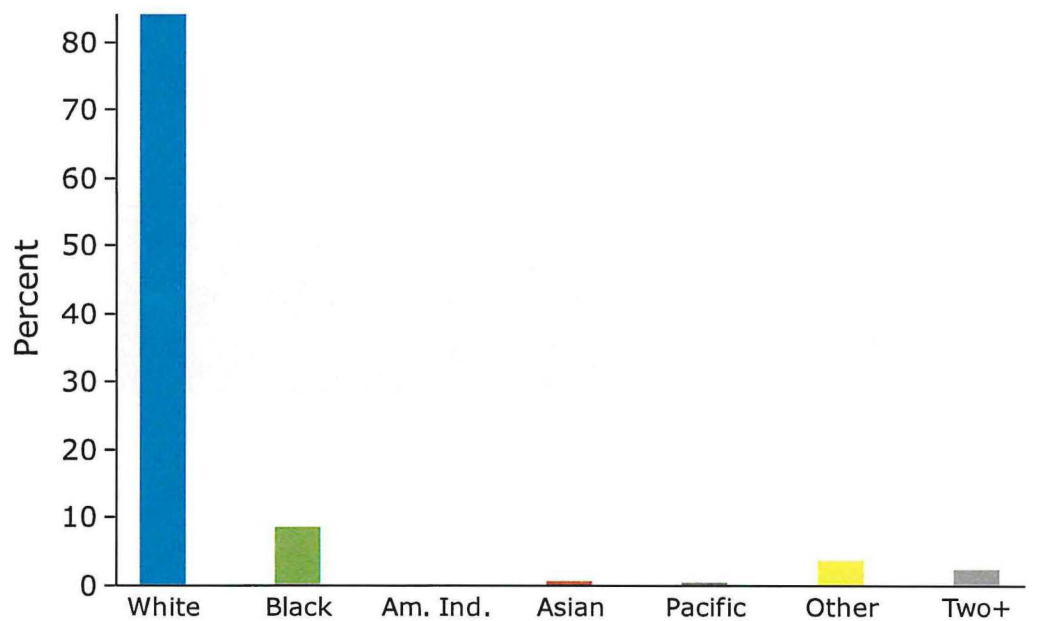
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin: 10.6%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

Demographic Summary

Kales Field

Spring Lake Road

Patricia Avenue

INCOME



\$37,860



\$20,566



\$22,542

Median Household Income

Per Capita Income

Median Net Worth

INCOME



\$36,896



\$20,567



\$27,357

Median Household Income

Per Capita Income

Median Net Worth

INCOME



\$36,116



\$20,567



\$31,206

Median Household Income

Per Capita Income

Median Net Worth



KEY FACTS

37

Population

38.3

Median Age



13

Households

\$31,872

Median Disposable Income

KEY FACTS

245

Population

36.8

Median Age



115

Households

\$33,394

Median Disposable Income

KEY FACTS

100

Population

36.8

Median Age

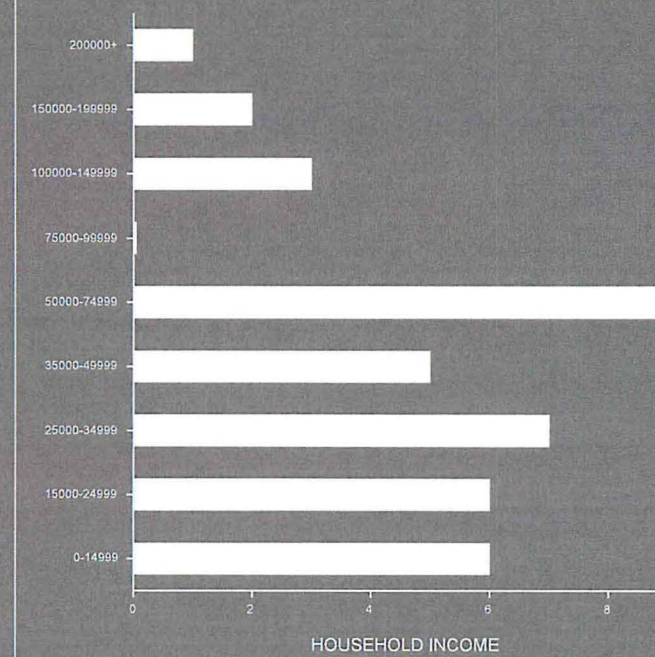
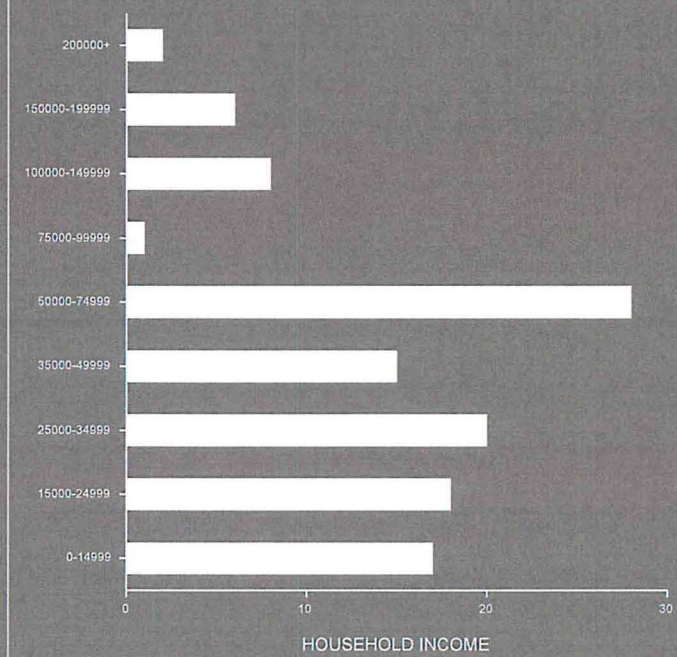
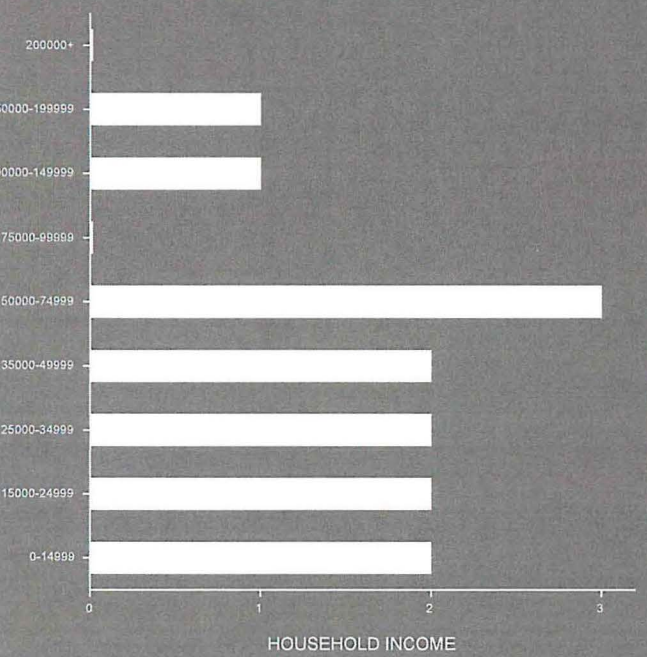


39

Households

\$32,867

Median Disposable Income



EDUCATION

17%

No High School Diploma



42%

High School Graduate



33%

Some College



8%

Bachelor's/Grad/Prof Degree

EDUCATION

17%

No High School Diploma



40%

High School Graduate



32%

Some College



10%

Bachelor's/Grad/Prof Degree

EDUCATION

16%

No High School Diploma



42%

High School Graduate



31%

Some College



10%

Bachelor's/Grad/Prof Degree

EMPLOYMENT

38%

White Collar

31%

Blue Collar

25%

Services

11.1%

Unemployment Rate

EMPLOYMENT

41%

White Collar

31%

Blue Collar

28%

Services

12.8%

Unemployment Rate

EMPLOYMENT

42%

White Collar

31%

Blue Collar

27%

Services

13.5%

Unemployment Rate

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5a**

ITEM TITLE: Resolution 2022-019 Consignment Agreement – Enterprise Fleet Management Inc.

MEETING DATE: Thursday, May 26, 2022

DATE SUBMITTED: Thursday, May 19, 2022

SUBMITTED BY: City Attorney/City Manager/Public Works Director

BRIEF NARRATIVE: Resolution 2022-019 lease acquisition of four (4) Chevrolet Silverado 1500 LTD Work Trucks Lease Agreement with Enterprise FM Trust (Quote Number 6296031). (Postponed from the April 28, 2022 meeting.)

FUNDS REQUIRED: The financing vehicle lease was authorized on April 14, 2022 (\$417.34 per vehicle for 12 months):
40533-30340 (water – three vehicles)
01541-30340 (roads and streets – one vehicle)

ATTACHMENTS: Proposed resolution, consignment agreement, amendment to master equity lease agreement master equity lease agreement, indemnity service agreement, memorandum of understanding, and risk management application.

RECOMMENDATION: Approval.

ACTION: Adopt Resolution 2022-019.

RESOLUTION 2022-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CONSIGNMENT AGREEMENT BETWEEN ENTERPRISE FLEET MANAGEMENT, INC. AND CITY OF FRUITLAND PARK, FLORIDA FOR ENTERPRISE TO SELL CITY VEHICLES AT WHOLESALE AS REQUESTED BY THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sourcewell issued a competitive bid and awarded a contract (060616-EFM) to Enterprise Fleet Management for leasing of and sales of vehicles and the contract remains open;

WHEREAS, the City of Fruitland desires to piggyback off of the contract with Enterprise Fleet Management for sales of vehicles at the City's request; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve and enter into a Consignment Agreement with Enterprise Fleet Management.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Consignment Agreement between Enterprise Fleet Management and the City of Fruitland Park, Florida, **a copy of which is attached hereto**, is approved.

Section 2. The Commission authorizes the City Manager to execute any necessary documents, including the Consignment Agreement and Exhibit A with the terms of Sourcewell Contract 060616-EFM.

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 _____, 2022, 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, MMC, CITY CLERK

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor 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

CONSIGNMENT AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri corporation (hereinafter referred to as “Enterprise”) and **City of Fruitland Park, Florida**, (hereinafter referred to as “CUSTOMER”) on this ____ day of _____, _____ (hereinafter referred to as the “Execution Date”).

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale; and
- B. The CUSTOMER is in the business of _____
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER’s vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the “Vehicles”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ (“Service Fee”) plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than five (5) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle.
 - (b) Enterprise’s obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably

believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: To the extent permitted by Florida law, Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of CUSTOMER, and no indemnity provision set forth in this Agreement is intended to be a waiver of any sovereign immunity afforded to CUSTOMER pursuant to Florida law; provided however, this provision is not intended to shift and does not shift liability from CUSTOMER to Enterprise concerning claims or actions by third parties. The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

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AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of April, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of April, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Fruitland Park, Florida ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

X X

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the State of Florida to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the State of Florida fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Fruitland Park, Florida (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____



FLEET MANAGEMENT

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

Initials: EFM _____ Customer _____

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM_____ Customer_____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: <u>City of Fruitland Park, Florida</u>	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: <u>Gary La Venia</u>	Signature: _____
Title: <u>City Manager</u>	By: _____
Address: <u>506 West Berckman Street</u>	Title: _____
<u>Fruitland Park, FL 34731</u>	Address: _____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM _____ Customer _____

FLORIDA SERVICE AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2022, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Fruitland Park, Florida (City).

WITNESSETH:

1. INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify the City from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which the City may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between the City and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

2. Public Records Law. EFM acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. EFM further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, EFM shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Without in any manner limiting the generality of the foregoing, to the extent applicable, EFM acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- (a). keep and maintain public records required by the City to perform the services required under this Agreement;
- (b). upon request from the City's Custodian of Public Records or his/her designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c). 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 term of this Agreement and following completion of this Agreement if EFM does not transfer the records to the City; and
- (d). upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of EFM or keep and maintain public records required by the City to perform the service. If EFM transfers all public records to the City upon completion of this Agreement, EFM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If EFM keeps and maintains public records upon completion of this Agreement, EFM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's Custodian of Public Records, in a format that is compatible with the information technology systems of the City.

(e). IF EFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Esther Coulson, City Clerk, clerk@fruitlandpark.org, 352-360-6790, 506 West Berckman Street, Fruitland Park, FL 34731.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and the City have executed this Service Agreement as of the day and year first above written.

City: City of Fruitland Park, Florida

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____



FLEET MANAGEMENT

Memo of Understanding

To: City of Fruitland Park City Commissioners

From: Jacob Romig, Enterprise Fleet Management

Date: 4/26/2022

Re: Vehicle Lease and Replacement Program

Enterprise has agreed to sell the vehicles below on behalf of the City of Fruitland Park and provide the city with the proceeds, in accordance with the CONSIGNMENT AUCTION AGREEMENT.

FULL VIN NUMBER	MODEL AND DESCRIPTION	YEAR	MILEAGE	ESTIMATED RESALE VALUE
1FDPF70H0MVA15484	F700 Dump Truck	1991	33325	\$700.00
1FTRX17WX3NA25188	F-150 PICK UP	2003	140805	\$1,000.00
1FTRF12535NA84961	F-150 PICK UP	2005	93531	\$2,000.00
1FTRF12515NA51330	F-150 PICK UP	2005	112613	\$1,500.00
1FMEU63E87UA83762	GOLD EXPLORER	2007	117613	\$3,500.00
1GNDS13S182262101	TRAILBLAZER LT	2008	139244	\$500.00
			Total	\$9,200.00

The City of Fruitland Park has agreed to lease four (4) Chevrolet Silverados for 12 months, in accordance with the Open-End (Equity) Lease Rate Quote No. 6296031. Enterprise expects the proceeds from the resale of those 4 leases to be \$26,576, which will go back to the City of Fruitland Park.

The pricing for each Silverado and expected proceeds is listed below:

Make/Model	Monthly Payment	Physical Damage	Term	Total Lease Cost	Resale Estimate	RBV	Equity
2022 Chevy Silverado	\$379	\$38	12	\$5,008	\$28,000	\$21,356	\$6,644

Edge Cust #: 619594

Submitted By: Jacob Romig

Group/Branch: 1GL1



Risk Management Application

1 Applicant Name: City of Fruitland Park, FL
2 Address: 506 W Berckman St
3 City: Fruitland Park, State: FL, Zip: 34731
4 Phone: 352-360-6727
5 Web Address: fruitlandpark.org
6 Applicant Insurance Contact: Jeannine Racine
7 Contact Phone: 352-360-6727, Contact Email: jracine@fruitlandpark.org
8 List any and all subsidiaries:

12 Describe your business and how the company vehicles are used: Local municipality. Vehicles are for Public Works and Leisure Services
13 Radius of Territory/Operation: 3.7 square miles, Avg Annual Mileage: 5,000
14 Are any vehicles equipped with movable or other aftermarket equipment? (check all that apply)
15 Are any vehicles used for transporting hazardous, flammable, explosive materials or chemicals?
16 Does your company carry a motor carrier permit?
17 If any vehicles are used to tow trailers, indicate:
18 Where are the vehicles garaged at night?

19 Provide Current AUTO Insurance Information:
20 Quote Physical Damage and Auto Liability:
21 Please Select Desired Auto Liability Insurance Limits
Physical Damage Management Options
**Loaner Car:

*If left blank a quote will not be provided.

HIRED AUTO: an auto the applicant leases, hires, rents or borrows i.e. vehicle rented for business travel.

22 How often do you rent vehicles: Never Occasionally Daily Weekly Monthly

23 What is the approximate annual cost of renting vehicles:

24 What is the purpose of renting vehicles: Vehicle in Shop Busy/Special Need Travel

25 What type of vehicles do you rent:

26 Quote this coverage: Liability and Physical Damage Liability Only Physical Damage Only No

*If left blank a quote will not be provided.

NON-OWNED: vehicles the company does not own, lease or rent; i.e. reimbursed driver, employee taking personal vehicle to bank.

27 Are any employees on reimbursement, mileage allowance or use their personal vehicle for company business: Yes No

If Yes, how many employees:

28 Do you require your employees to maintain liability insurance: Yes No If Yes, what limits are required:

29 Quote this coverage: Yes No *If left blank a quote will not be provided.

30 Are there any autonomous vehicles in your fleet: Yes No

31 If yes, are they: Aftermarket OEM

32 Has any driver been licensed in the US less than 3 years: Yes No

33 Does applicant have any of the following: Driver Safety Program Company Car Policy Telematics Program

Provide copy if applicable.

34 Are employees permitted to use vehicles for personal use: Yes No

If Yes, who is permitted to use the vehicles: Employee Only Spouse/Partner Family Members No Policy

35 Are any Drivers not covered by Workers Compensation? Yes No

36 List the number of vehicles in your fleet over the past 4 years:

Current Year	22
Past Year 1	22
Past Year 2	22
Past Year 3	22

Required Attachments

- A **Loss History** - 4 policy years including current year
Must have current valuation date - Include all subsidiaries
- B **Vehicle List** - include all leased, owned or financed vehicles (See next tab)
Yr/Make/Model/VIN/Cost New/Garaging Locations -City/State/Zip
- C **Drivers List** - include all employees driving vehicles for company business (See last tab)
Name/Date of Birth/Driver's License Number/State

All driving records will be obtained from the applicable State Motor Vehicle Record Department. The Applicant, as referred to on page 1, hereby represents that they have obtained proper authorization from all employees and/or agents to have such driving records obtained and reviewed for underwriting purposes. The undersigned represents that the statement made and information provided are true to the best of their knowledge and that they are authorized to sign on behalf of the Applicant. This application does not evidence coverage. If accepted by the insurance company, coverage is effective on the date issued as shown on the policy Declarations page.

Fraud Warnings:

(All States except: AR; CO; DC; FL; HI; KY; LA; ME; MD; NJ; NY; OH; OK; OR; PA; TN; and WA) Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Arkansas - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

District of Columbia - It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement or claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Hawaii – For your protection, Hawaii Law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Kentucky – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana – Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland – Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio – Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against any insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

Oklahoma – Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon – Any person who, with intent to defraud or knowingly that his is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee – It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington – It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Applicant Signature/Title

Date

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5b**

ITEM TITLE: CITY COMMISSION WORKSHOPS

MEETING DATE: Thursday, May 26, 2022

DATE SUBMITTED: Thursday, May 19, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: **2022 City Commission Workshops**

- **CRA Redevelopment Plan**
- **August 8 and 9, 2022 - FY 2022-23 Proposed Budget**

FUNDS REQUIRED: None

ATTACHMENTS: FY 2022-23 Proposed Budget Schedule

RECOMMENDATION:

ACTION: None



Fruitland Park
Fiscal Year 2022-2023 Budget Calendar

DATE	ACTIVITY	PARTIES INVOLVED
April		
April 11-20	Estimate Personal Services	Finance Director
April 22 Fri	Distribute budget material and schedule to department heads and City Manager	Finance Director
May		
May 2-6	Compute preliminary revenue, and fixed cost for FY2022	Finance Director
May 13	FY2023 budget worksheets due back to City Finance Director	Department Heads
May 16-20	Input proposed Department Budgets	Finance Staff
May 16-20	Input revenue, CRA and capital projects--Balance budget -- Final Review--	Finance Director Manager
June		
On or before June 1	Best Estimate of Assessed Value from Property Appraiser (May 31st)	Property Appraiser
June 6-9	Prepare budget workbooks for CM & departments	Finance Director
June 10	City Manager's review of department requests	Manager
Jun 14-16	City Manager's and Finance Director review department's budget requests with Department Heads Tues 6/14 Weds 6/9/15 Thurs 6/16 10:00 Finance/Exec/OGS 9:00 Public Works 10:00 Police 11:00 Library 10:00 Utilities 14:30 B&Z 13:30 Recreation	
Jun 16-17	Add City Manager's budget changes	Finance Director
June 21-22	City Manager reviews changes	Finance Director, Manager
June 23	Manager finalizes & provides FY 2023 budget message to Finance Director	Manager
June 23rd	Preliminary Fire Assessment Resolution	GSG/Attorney
June 30 Thursday	Receive Taxable Value from Property Appraiser (Form DR 420) On or before July 1	Property Appraiser
JULY		
July 1	Estimated Fire Assessment Revenues due to Property Appraiser for TRIM	Finance Director
Jun 29-Jul 1	Compile CM's FY2023 Budget	Finance Director, Manager
July 14th	Budget book of proposed FY2023 Budget to City Manager	Finance Director
July 14 Thursday	Confirm dates (Aug 1st & 2nd) for August budget workshops with Manager & Commission	Manager
July 18-19	Print & assemble proposed FY 2023 Budget books	Finance Director
July 21	Proposed FY2022 Budget Workbooks to City Commission	Finance Director
July 28 *Thursday*	6:00 Set Proposed Millage Rate at City Commission Meeting	Commission
July 29	Notification to Property Appraiser of the Proposed Millage Rate, RBR, Date, Time and Place of the Tentative Budget Hearing (Deadline: 8/1/2022)	Finance Director

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5c**

ITEM TITLE: MARCH 2022 FINANCIAL REPORT

MEETING DATE: Thursday, May 26, 2022

DATE SUBMITTED: Thursday, May 5, 2022

SUBMITTED BY: City Treasurer

BRIEF NARRATIVE: **March 2022 Financial Report** - The financial report shows revenues and expenses for all funds through March 31, 2022. The budget memorandum reflects the revenues and expenses for the general and utility funds minus restricted revenues and expenses to reflect a more accurate financial picture. The balance of the restricted funds in the financial memorandum are as of March 31, 2022 and on the SBA Investments are as of March 2022.

FUNDS REQUIRED: None

ATTACHMENTS: Memorandum, Year-to-Date March 2022 financial report

RECOMMENDATION: Review and accept the March 2022 financial report

ACTION: Approval



CITY OF FRUITLAND PARK

MEMORANDUM

To: Honorable Mayor, Commission Members, City Manager, and City Clerk
 From: Jeannine Racine, Finance Director *JRR*
 Date: May 5, 2022
 Subject: Year-To-Date Budget Report For the period ending March 31, 2022

Attached is the February **Budget Report**, reflecting revenues and expenses through March 31, 2022. At the end of March, 50% of the fiscal year has lapsed. During the month of March, 474 invoices were processed totaling \$512,062. There were one large payments: Public Risk Management for \$70,114 for a quarterly insurance payment.

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

	Revenue	%	Expenditures	%	Rev - Exp
General Fund	\$ 5,742,807	63%	\$ 3,433,777	38%	\$ 2,309,030
Restricted Funds	\$ (171,171)	-2%	\$ (399,943)	-4%	\$ (228,772)
Grand Total	\$ 5,571,636	61%	\$ 3,033,834	33%	\$ 2,537,802
General Fund	Rev vs Exp		\$ 2,537,802		

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

	Revenue	%	Expenditures	%	Rev - Exp
Utility Fund	\$ 858,291	33%	\$ 803,578	31%	\$ 54,713
Restricted Funds	\$ (4,925)	0%	\$ (29,738)	-1%	\$ (24,813)
Grand Total	\$ 853,366	33%	\$ 773,840	30%	\$ 79,526
Utility Fund	Rev vs Exp		\$ 79,526		

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

	Revenue	%	Expenditures	%	Rev - Exp
General Fund	\$ 5,742,704	63%	\$ 3,433,777	38%	\$ 2,308,927
Redevelopment	\$ 425,952	59%	\$ 65,522	9%	\$ 360,430
Capital Projects	\$ 458,756	46%	\$ 55,480	6%	\$ 403,276
Utility Fund	\$ 858,291	33%	\$ 803,578	31%	\$ 54,713
Recreation Fund	\$ 48,619	75%	\$ 29,467	46%	\$ 19,151
Grand Total	\$ 7,534,322		\$ 4,387,824		\$ 3,146,497

**Change in Fund
Balance**

The General Fund revenues versus expenses (minus restricted) indicates an increase of \$2,537,802.

The Utility Fund revenues versus expenses (minus restricted) indicates an increase of \$79,526.

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

General Fund

Public Safety Fire	\$1,795,537
Public Safety Police	\$651,975
Public Safety Total	\$2,447,511
Storm water	\$282,598
Building	\$1,314,828
Police Forfeiture	\$ 3,373
Abandon Property	\$ 36,450
Paving	\$275,000
Cemetery	\$ 77,510
Police Education	\$ 916
Police Donations	\$ 14,538
Library Donation	\$ 2,238
Recreation Donation	\$ 10,000
Rescue Act	\$2,687,080
Disaster Fund	\$500,000
<u>Centennial Fund</u>	<u>\$ 5,000</u>
Total Restricted	\$7,657,043

Utility Fund

Sewer Impact	\$ 0
<u>Water Impact</u>	<u>\$878,696</u>
Total Restricted	\$878,696

Other Funds

Redevelopment	\$1,025,831
CIP	\$1,558,660
Recreation	\$7,366
Rec Donations Sports	\$2,590
Rec 5ks	<u>\$11,525</u>
	\$21,481

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

We have \$11.995 million in SBA investments. The SBA investment summary shows all restricted fund balances at the end of March 31, 2022. The restricted funds are updated quarterly. Please see the Investments summary for details.

The current debt reflected in the Utility Fund is –(\$98,605) which is a decrease of -\$44,905 of the debt at the end of FY2021, a decrease of -\$785,945 from the original debt at the end of FY2018, (-\$884,550).

We have \$20,706 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
 SBA Investments Summary
 SBA UT Debt Summary
 Cash Summary-All accounts
 Year to Date Budget Report

CITY OF FRUITLAND PARK
MAR 2022
YTD BUDGET REPORT SUMMARY - EXPENSES

FEB
50.0%

		Original Budget	Tranfrs/ Adjstmnts	Revised Budget	YTD Expended	YTD Encumb	Available Budget	%	%	Expend -Over/ Under	Used -Over Under	Expended
									Inlucdes P.O.s			
GENERAL FUND												
01511	LEGISLATIVE	101,667		101,667	36,410		65,257	35.8%	35.8%	14.2%	14.2%	Under
01512	EXECUTIVE	509,785		509,785	184,622	8,552	316,611	36.2%	37.9%	13.8%	12.1%	Under
01513	FINANCE	469,197		469,197	107,104		362,093	22.8%	22.8%	27.2%	27.2%	Under
01514	LEGAL COUNSEL	85,300		85,300	27,262		58,038	32.0%	32.0%	18.0%	18.0%	Under
01519	OTHER GEN GOVT SERVICES	640,130		640,130	433,823		206,307	67.8%	67.8%	-17.8%	-17.8%	OVER
01521	LAW ENFORCEMENT	2,516,898		2,516,898	1,180,107		1,336,791	46.9%	46.9%	3.1%	3.1%	Under
01522	FIRE CONTROL	370,276		370,276	183,194		187,082	49.5%	49.5%	0.5%	0.5%	Under
01524	BUILDING & ZONING	1,003,068		1,003,068	280,693	12,160	710,215	28.0%	29.2%	22.0%	20.8%	Under
01534	SOLID WASTE	527,695		527,695	249,616		278,079	47.3%	47.3%	2.7%	2.7%	Under
01538	STORMWATER MANAGEMENT	524,275		524,275	4,750		519,525	0.9%	0.9%	49.1%	49.1%	Under
01541	ROAD & STREET	721,739		721,739	192,088		529,651	26.6%	26.6%	23.4%	23.4%	Under
01571	LIBRARY	619,750		619,750	245,230		374,520	39.6%	39.6%	10.4%	10.4%	Under
01572	MUNICIPAL POOL	151,225		151,225	18,501		132,724	12.2%	12.2%	37.8%	37.8%	Under
01573	PARKS/RECREATION MAINT	473,046		473,046	145,433		327,613	30.7%	30.7%	19.3%	19.3%	Under
01574	RECREATION	337,020		337,020	144,946	9,870	182,203	43.0%	45.9%	7.0%	4.1%	Under
01581	INTERFUND TRANSFERS	80,000		80,000	0		80,000	0.0%	0.0%	50.0%	50.0%	Under
FUND 001	TOTAL GENERAL FUND	9,131,070	0	9,131,070	3,433,777	30,582	5,666,710	37.6%	37.9%	12.4%	12.1%	Under
Expend												
		Original Budget	Tranfrs/ Adjstmnts	Revised Budget	YTD Expended	YTD Encumb	Available Budget	%	%	-Over Under	Over Under	Expended
UTILITY FUND												
40533	WATER	1,357,522	0	1,357,522	346,111	48,355	963,055	25.5%	29.1%	24.5%	20.9%	Under
40535	SEWER	1,219,605	0	1,219,605	457,467		762,138	37.5%	37.5%	12.5%	12.5%	Under
FUND 400	TOTAL UTILITY FUND	2,577,126	0	2,577,126	803,578	48,355	1,725,193	31.2%	33.1%	18.8%	16.9%	Under

CRA

Florida State Board of Administration Investments

AS OF: **March 31, 2022**

		Previous Balance	Deposits	Withdrawal	Audit Entry	SBA Interest	Due T/F	Ending Balance
General Fund-01000								
15100	Unrestricted	1,084,398.45	23,372.87	8,609.65		2,176.03	-39,325.70	1,062,012.00
	Restricted							
15140	Cemetery	77,060.34	450.00					77,510.34
15122	Building Dept	1,342,406.23		27,577.94				1,314,828.29
15117	Police Impact	653,267.46		1,292.69				651,974.77
15118	Fire Impact	1,795,536.53						1,795,536.53
15110	Police Education (2nd \$)	728.16	187.72					915.88
15111	Police Drug Forfeiture	3,373.38						3,373.38
15119	Police Donation	14,538.02						14,538.02
15123	Library Donation	2,237.58						2,237.58
15124	Recreation Donation	10,000.00						10,000.00
15125	Stormwater	277,988.18	4,610.04					282,598.22
15126	Centennial Celebration	5,000.00						5,000.00
15127	Disaster	500,000.00						500,000.00
15130	Paving	275,000.00						275,000.00
15132	American Rescue Act	2,687,080.00						2,687,080.00
15170	Abandoned Property	36,200.00	250.00					36,450.00
Redevelopment Trust Fund-20000								
15100	Redevelopment	936,152.46				232.41	-9,800.00	926,584.87
	Unrestricted							
General CIP/Infrastructure- 30000								
15112	Infrastructure	1,382,641.36				343.28	75,920.46	1,458,905.10
	Unrestricted	0.00						0.00
Utility Fund - 40000								
15100	Unrestricted	-76,133.70		985.00		216.10	-21,702.14	-98,604.74
	Restricted							
15107	SRF Debt Service	68,834.23						68,834.23
15115	Sewer Impact	0.00						0.00
15116	Water Impact	877,710.64	985.00					878,695.64
Fire Pension - 60000								
15103	Restricted	-263.57						-263.57
Recreation Fund - 62000								
15104	Rec Funds	15,398.49	18,041.43			9.59	-5,092.62	28,356.89
	Restricted							
15131	5Ks	20,957.27		9,431.78				11,525.49
15133	Rec Sprots Scholarships	2,590.00						2,590.00
		0.00						0.00
Total Funds		11,992,701.51				2,977.41	0.00	11,995,678.92
Statement								
Account 151321		11,992,701.51				2,977.41		11,995,678.92
Unrealized Gain								
Total Statements		11,992,701.51						11,995,678.92

UT FY2018	-884,550.00
UT FY2021	-98,604.74
Reduction	-785,945.26

0.00

History of State Board Administration of Investments for the Utility Fund only

Month	Due To/From	Ending Balance	
Sep-18	-256,577.01	-884,550.22	EPA Grant 500k plus 725k construction expenses
Oct-18	647,716.42	-237,177.66	Accrued 500K from EPA Grant back to FY2018
Nov-18	-365,624.78	-601,942.52	
Dec-19	5,968.94	-595,823.69	
Jan-19	23,308.40	-572,346.11	
Feb-19	-193,216.14	-765,314.67	Impact fees revenue moved to impact fees
Mar-19	179,271.87	-585,863.23	
Apr-19	61,107.86	-524,198.83	
May-19	-227,505.81	-751,001.40	
Jun-19	78,828.99	-778,791.85	Impact fees revenue moved to impact fees
Jul-19	42,161.10	-774,837.83	
Aug-19	149,108.96	-519,873.91	Sewer Impact Fees used to pay SRF
Sep-19	38,192.46	-491,094.70	Ending Balance FY2019

-393,455.52 Debt has decreased at end of FY2019

Oct-19	47,749.67	-462,855.49	
Nov-19	64,920.68	-441,031.11	
Dec-19	-75,292.68	-527,768.07	
Jan-20	31,210.18	-506,182.66	
Feb-20	35,771.09	-422,377.70	
Mar-20	52,833.13	-403,893.52	
Apr-20	52,817.54	-368,172.09	
May-20	15,981.30	-371,370.98	
Jun-20	-16,748.70	-417,692.17	
Jul-20	-5,134.78	-422,600.52	
Aug-20	-126,871.11	-526,497.11	
Sep-20	-94,692.93	-562,291.81	

-322,258.41 -- \$884,550 Debt has decreased

71,197.11 Increase from FY2019

Oct-20	-39,473.21	-623,203.51	
Nov-20	-10,286.95	-652,203.83	
Dec-20	-57,414.66	-714,459.41	
Jan-21	-60,416.92	-574,797.15	Transferred \$200,000 from UT USB
Feb-21	-63,393.80	-618,134.69	
Mar-21	33,691.02	-354,389.94	Transferred \$250,000 from UT USB
Apr-21	-18.36	-354,337.06	
May-21	16,755.36	-337,514.94	
Jun-21	15,539.13	-287,006.64	
Jul-21	17,565.82	-269,317.93	
Aug-21	35,940.21	-164,477.83	
Sep-21	32,058.38	-143,510.11	

-741,040.11 -- \$884,550 Debt has decreased

History of State Board Administration of Investments for the Utility Fund only

Month	Due To/From	Ending Balance	
		-418,781.70	Decrease from FY2020
Oct-21	24,290.50	-121,104.38	
Nov-21	-1,406.48	-122,438.96	
Dec-21	-34,164.41	-156,509.74	Payroll done after USB transfer
Jan-22	28,251.16	-128,158.73	
Feb-22	24,156.79	-76,133.70	
Mar-22	-21,702.14	-98,604.74	Payroll done after USB transfer
Apr-22			
May-22			
Jun-22			
Jul-22			
Aug-22			
Sep-22			

-785,945.48 -- \$884,550 Debt has decreased

-44,905.37 Decrease from FY2021

SUMMARY OF
CASH ACCOUNTS
BY FUNDS

AS OF: 31-Mar-2021

	SBOA Investments	USB	Citizens	CDs	Edward Jones	Total	Total Fund
General Fund	\$ 8,719,055	\$ 6,533,284		\$ 200,000		\$ 15,452,339	\$ 15,604,767 GF
Police/Fire Fee		\$ -				\$ -	
Payroll		\$ 152,428				\$ 152,428	
Redevelopment	\$ 926,585			\$ 100,000	Citizens	\$ 1,026,585	\$ 1,026,585 Redevp
Capital Projects	\$ 1,458,905			\$ 100,000	Citizens	\$ 1,558,905	\$ 1,558,905 CIP
Utility Fund	\$ 848,925					\$ 848,925	\$ 1,599,237 Utility
Utility Fund		\$ 557,942				\$ 557,942	
Utility Deposit		\$ 192,370				\$ 192,370	
Municipal FF	\$ (264)				\$ 874,736	\$ 874,472	\$ 874,472 FF Pension
Recreation	\$ 42,472					\$ 42,472	\$ 42,472 Rec
Total Funds	\$ 11,995,679	\$ 7,436,023	\$ -	\$ 400,000	\$ 874,736	\$ 20,706,438	\$ 20,706,438

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/ ADJSTMTS	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT
001 GENERAL FUND	APPROP		BUDGET			BUDGET	USED
01001 GENERAL FUND REVENUES							
31 TAXES							
31110 AD VALOREM TAXES	3,192,752	0	3,192,752	3,184,971.76	.00	7,780.24	99.8%
31120 DELINQUENT AD VALOREM TAX	206	0	206	1.98	.00	204.02	1.0%
31230 LOCAL OPTION FUEL TAX	133,700	0	133,700	54,827.61	.00	78,872.39	41.0%
31310 ELECTRIC FRANCHISE FEE	555,000	0	555,000	237,690.46	.00	317,309.54	42.8%
31340 GAS FRANCHISE FEE	20,678	0	20,678	9,413.21	.00	11,264.79	45.5%
31390 GARBAGE FRANCHISE FEE	114,019	0	114,019	61,575.48	.00	52,443.52	54.0%
31410 ELECTRIC UTILITY TAX	605,533	0	605,533	278,797.76	.00	326,735.24	46.0%
31421 COMMUNICATIONS SERVICE TAX	231,479	0	231,479	129,692.55	.00	101,786.45	56.0%
31430 WATER UTILITY TAX	234,250	0	234,250	83,550.52	.00	150,699.48	35.7%
31440 GAS UTILITY TAX	13,626	0	13,626	10,884.95	.00	2,741.05	79.9%
TOTAL TAXES	5,101,243	0	5,101,243	4,051,406.28	.00	1,049,836.72	79.4%
32 LICENSES & PERMITS							
32100 CITY BUSINESS RECEIPT TAX	20,400	0	20,400	24,046.25	.00	-3,646.25	117.9%
32110 DEL CITY OCCUPATIONAL LIC	15	0	15	.00	.00	15.00	.0%
32200 BUILDING PERMIT A	150,322	0	150,322	110,962.65	.00	39,359.35	73.8%
32201 BUILDING PERMIT B	50,000	0	50,000	23,339.44	.00	26,660.56	46.7%
TOTAL LICENSES & PERMITS	220,737	0	220,737	158,348.34	.00	62,388.66	71.7%
33 INTERGOVERN. REVENUE							
33512 STATE REVENUE SHARING TAX	312,545	0	312,545	156,324.27	.00	156,220.73	50.0%
33514 MOBILE HOME LICENSES	10,361	0	10,361	8,544.54	.00	1,816.46	82.5%
33515 ALCOHOLIC BEV LICENSE	2,212	0	2,212	2,342.32	.00	-130.32	105.9%
33518 LOCAL GOVT 1/2C SALES TAX	554,028	0	554,028	307,517.93	.00	246,510.07	55.5%
33770 COUNTY LIBRARY APPROPRIAT	75,926	0	75,926	43,715.00	.00	32,211.00	57.6%
33777 LAKE CO WTR AUTH GRANT	400,000	0	400,000	.00	.00	400,000.00	.0%
33820 COUNTY BUSINESS TAX RECEIPT	3,401	0	3,401	.00	.00	3,401.00	.0%
33830 COUNTY ONE CENT GAS TAX	36,157	0	36,157	9,673.37	.00	26,483.63	26.8%
33840 LAKE COUNTY FIRE	50,825	0	50,825	50,825.00	.00	.00	100.0%
TOTAL INTERGOVERN. REVENUE	1,445,455	0	1,445,455	578,942.43	.00	866,512.57	40.1%

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/ ADJSTMTS	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT
001 GENERAL FUND	APPROP		BUDGET			BUDGET	USED
34 CHARGES FOR SERVICES							
33547 FDOT HWY MOWING MAINT	33,057	0	33,057	24,792.75	.00	8,264.25	75.0%
33548 FDOT TRAFFIC SIGNAL MAINTENAN	9,752	0	9,752	.00	.00	9,752.00	.0%
34120 ZONING FEES	8,529	0	8,529	4,847.50	.00	3,681.50	56.8%
34140 COPYING / RCDS REQ/CERT	1,851	0	1,851	1,002.84	.00	848.16	54.2%
34220 FIRE INSPECTION FEES	11,448	0	11,448	1,750.00	.00	9,698.00	15.3%
34223 FIRE ASSESSMENT VILLAGE	355,276	0	355,276	369,373.26	.00	-14,097.26	104.0%
34290 SCHOOL PUBLIC SAFETY-COUNTY	59,052	0	59,052	29,526.00	.00	29,526.00	50.0%
34335 OTHER REVENUES	29,457	0	29,457	12,026.62	.00	17,430.38	40.8%
34340 SOLID WASTE COLLECTION	231,301	0	231,301	179,747.69	.00	51,553.31	77.7%
34341 SOLID WASTE DISPOSAL	193,101	0	193,101	106,042.43	.00	87,058.57	54.9%
34342 YARDWASTE COLLECTION	38,597	0	38,597	14,060.37	.00	24,536.63	36.4%
34343 YARDWASTE DISPOSAL	13,381	0	13,381	4,775.26	.00	8,605.74	35.7%
34344 RECYCLE	51,315	0	51,315	18,774.35	.00	32,540.65	36.6%
34345 ADMIN FEE-GARBAGE BILLING	65,008	0	65,008	34,766.98	.00	30,241.02	53.5%
34346 ADM. FEE-IMPACT FEE	8,492	0	8,492	700.00	.00	7,792.00	8.2%
34391 STORMWATER FEE	51,882	0	51,882	27,464.04	.00	24,417.96	52.9%
34393 REG ABANDONED PROPERTY	2,220	0	2,220	1,000.00	.00	1,220.00	45.0%
34712 LIBRARY FEE OUT/COUNTY	1,659	0	1,659	915.00	.00	744.00	55.2%
34713 LIBRARY CAFE	12,000	0	12,000	.00	.00	12,000.00	.0%
34717 FRUITLAND PK DAY PROCEEDS	0	0	0	7,225.00	.00	-7,225.00	100.0%
34719 CONCESSIONS	2,000	0	2,000	8.00	.00	1,992.00	.4%
34720 POOL FEES	12,120	0	12,120	.00	.00	12,120.00	.0%
34725 POOL SWIM PROG/LESSONS	3,398	0	3,398	.00	.00	3,398.00	.0%
34741 ENTERTAINMENT	0	0	0	2,350.00	.00	-2,350.00	100.0%
34755 RENT RECREATION FACILITY	2,753	0	2,753	2,155.00	.00	598.00	78.3%
34759 FACILITY RENTAL FEE	0	0	0	5,492.50	.00	-5,492.50	100.0%
34900 LIEN SEARCH FEE	7,951	0	7,951	5,170.00	.00	2,781.00	65.0%
TOTAL CHARGES FOR SERVICES	1,205,600	0	1,205,600	853,965.59	.00	351,634.41	70.8%
35 FINES & FORFEITURES							
35110 TRAFFIC COURT FINES & FORFEIT	21,253	0	21,253	7,821.05	.00	13,431.95	36.8%
35130 POLICE EDUCATION FUND 2ND \$	2,586	0	2,586	736.51	.00	1,849.49	28.5%
35200 LIBRARY FINES	3,353	0	3,353	952.79	.00	2,400.21	28.4%
35900 FINES & FORFEITURES-COUNTY	63	0	63	.00	.00	63.00	.0%
TOTAL FINES & FORFEITURES	27,255	0	27,255	9,510.35	.00	17,744.65	34.9%
36 MISC. REVENUE							

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01001 GENERAL FUND REVENUES							
36120 INTEREST EARNED	69,358	0	69,358	7,063.48	.00	62,294.52	10.2%
36132 INTEREST ON AD VALOREM	227	0	227	4.40	.00	222.60	1.9%
36201 STATE LIBRARY ERATE REFUND	14,400	0	14,400	14,400.00	.00	.00	100.0%
36322 POLICE IMPACT FEE	37,853	0	37,853	2,070.55	.00	35,782.45	5.5%
36410 CEMETERY LOT SALES	10,225	0	10,225	1,200.00	.00	9,025.00	11.7%
36602 PD DONATIONS	0	0	0	4,500.00	.00	-4,500.00	100.0%
36604 LIBRARY (NEW) DONATIONS	0	0	0	200.00	.00	-200.00	100.0%
36942 RESTITUTION	0	0	0	140.00	.00	-140.00	100.0%
36943 REIMB MAILING SURROUNDING PRO	521	0	521	828.29	.00	-307.29	159.0%
36944 COST OF CONVICTION - PD	4,897	0	4,897	1,279.23	.00	3,617.77	26.1%
36946 REIMBURSEMENT MISC B&Z	6,778	0	6,778	4,052.93	.00	2,725.07	59.8%
36947 REIMB PLANNING FEES	18,148	0	18,148	21,032.42	.00	-2,884.42	115.9%
36948 REIMB ENGINEERING FEES	4,884	0	4,884	8,508.10	.00	-3,624.10	174.2%
36990 MISC REVENUE	4,006	0	4,006	578.86	.00	3,427.14	14.4%
36991 MISC REVENUE - PD	907	0	907	405.96	.00	501.04	44.8%
36993 FUEL TAX REFUNDS	5,640	0	5,640	2,698.28	.00	2,941.72	47.8%
TOTAL MISC. REVENUE	177,844	0	177,844	68,962.50	.00	108,881.50	38.8%
38 NON REVENUES							
38009 XFER IN STORMWATER FBAL	100,000	0	100,000	.00	.00	100,000.00	.0%
38012 XFER IN BUILDING (PERMIT FEES	809,594	0	809,594	.00	.00	809,594.00	.0%
38150 XFER IN REDEVELOPMENT	43,342	0	43,342	21,671.14	.00	21,670.86	50.0%
TOTAL NON REVENUES	952,936	0	952,936	21,671.14	.00	931,264.86	2.3%
TOTAL GENERAL FUND REVENUES	9,131,070	0	9,131,070	5,742,806.63	.00	3,388,263.37	62.9%
TOTAL GENERAL FUND	9,131,070	0	9,131,070	5,742,806.63	.00	3,388,263.37	62.9%
TOTAL REVENUES	9,131,070	0	9,131,070	5,742,806.63	.00	3,388,263.37	

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
01511 LEGISLATIVE							
10 PERSONAL SERVICES							
10130 STIPENDS-COMMISSION	60,000	0	60,000	25,000.00	.00	35,000.00	41.7%
10131 STIPENDS-P&Z	4,020	0	4,020	2,010.00	.00	2,010.00	50.0%
10210 FICA	4,899	0	4,899	2,066.28	.00	2,832.72	42.2%
10233 LIFE INSURANCE	1,080	0	1,080	874.80	.00	205.20	81.0%
10240 WORKERS COMPENSATION	116	0	116	79.50	.00	36.50	68.5%
TOTAL PERSONAL SERVICES	70,115	0	70,115	30,030.58	.00	40,084.42	42.8%
30 OPERATING EXPENSES							
30340 CONTRACTUAL SERVICES	6,025	0	6,025	745.00	.00	5,280.00	12.4%
30400 TRAVEL/PER DIEM	6,500	0	6,500	240.00	.00	6,260.00	3.7%
30410 COMMUNICATIONS	3,060	0	3,060	1,508.58	.00	1,551.42	49.3%
30420 POSTAGE	50	0	50	.00	.00	50.00	.0%
30450 INSURANCE	2,427	0	2,427	1,712.64	.00	714.36	70.6%
30463 EQUIPMENT REPAIRS/MAINT	200	0	200	.00	.00	200.00	.0%
30470 PRINTING & COPYING	200	0	200	.00	.00	200.00	.0%
30490 MISC EXPENSE	3,000	0	3,000	.00	.00	3,000.00	.0%
30510 OFFICE SUPPLIES	400	0	400	55.60	.00	344.40	13.9%
30520 SUPPLIES	4,310	0	4,310	300.45	.00	4,009.55	7.0%
30542 TRAINING & EDUCATION	3,250	0	3,250	.00	.00	3,250.00	.0%
30544 MEMBERSHIPS	2,130	0	2,130	1,817.00	.00	313.00	85.3%
TOTAL OPERATING EXPENSES	31,552	0	31,552	6,379.27	.00	25,172.73	20.2%
TOTAL LEGISLATIVE	101,667	0	101,667	36,409.85	.00	65,257.15	35.8%

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01512 EXECUTIVE							
10 PERSONAL SERVICES							
10110 SALARY	255,342	0	255,342	87,479.68	.00	167,862.27	34.3%
10111 BONUS	3,655	0	3,655	2,327.64	.00	1,327.36	63.7%
10120 WAGES	0	0	0	7,826.40	.00	-7,826.40	100.0%
10158 VEHICLE ALLOWANCE	7,200	0	7,200	1,500.00	.00	5,700.00	20.8%
10210 FICA	21,854	0	21,854	7,268.32	.00	14,585.68	33.3%
10220 RETIREMENT	27,628	0	27,628	10,312.05	.00	17,315.95	37.3%
10230 HEALTH INSURANCE	26,532	0	26,532	12,634.40	.00	13,897.84	47.6%
10233 LIFE INSURANCE	378	0	378	124.88	.00	253.12	33.0%
10236 DENTAL INSURANCE	783	0	783	357.50	.00	425.38	45.7%
10240 WORKERS COMPENSATION	476	0	476	326.25	.00	149.75	68.5%
TOTAL PERSONAL SERVICES	343,848	0	343,848	130,157.12	.00	213,690.95	37.9%
30 OPERATING EXPENSES							
30340 CONTRACTUAL SERVICES	114,035	0	114,035	37,530.99	8,552.27	67,951.74	40.4%
30400 TRAVEL/PER DIEM	9,000	0	9,000	1,367.51	.00	7,632.49	15.2%
30410 COMMUNICATIONS	1,104	0	1,104	797.32	.00	306.68	72.2%
30420 POSTAGE	3,500	0	3,500	597.68	.00	2,902.32	17.1%
30450 INSURANCE	8,340	0	8,340	5,885.19	.00	2,454.81	70.6%
30463 EQUIPMENT REPAIRS/MAINT	100	0	100	.00	.00	100.00	.0%
30470 PRINTING & COPYING	3,000	0	3,000	.00	.00	3,000.00	.0%
30510 OFFICE SUPPLIES	3,408	0	3,408	1,216.29	.00	2,191.71	35.7%
30520 SUPPLIES	0	0	0	858.25	.00	-858.25	100.0%
30522 FUEL	0	0	0	141.53	.00	-141.53	100.0%
30540 PROFESSIONAL BOOKS	10,350	0	10,350	.00	.00	10,350.00	.0%
30541 SUBSCRIPTIONS	1,000	0	1,000	618.19	.00	381.81	61.8%
30542 TRAINING & EDUCATION	7,500	0	7,500	3,293.00	.00	4,207.00	43.9%
30544 MEMBERSHIPS	4,600	0	4,600	2,159.11	.00	2,440.89	46.9%
TOTAL OPERATING EXPENSES	165,937	0	165,937	54,465.06	8,552.27	102,919.67	38.0%
TOTAL EXECUTIVE	509,785	0	509,785	184,622.18	8,552.27	316,610.62	37.9%

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FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01513 FINANCE DEPARTMENT							
10 PERSONAL SERVICES							
10110 SALARY	136,943	6,240	143,183	40,319.36	.00	102,863.24	28.2%
10111 BONUS	1,580	0	1,580	1,058.88	.00	521.12	67.0%
10120 WAGES	88,608	0	88,608	33,460.80	.00	55,147.20	37.8%
10121 BONUS	1,022	72	1,094	659.20	.00	434.80	60.3%
10140 OVERTIME	4,000	0	4,000	1,168.59	.00	2,831.41	29.2%
10210 FICA	19,659	529	20,188	5,693.08	.00	14,494.92	28.2%
10220 RETIREMENT	24,837	675	25,512	8,145.61	.00	17,366.39	31.9%
10230 HEALTH INSURANCE	30,323	-7,527	22,796	5,053.76	.00	17,741.80	22.2%
10233 LIFE INSURANCE	432	0	432	61.20	.00	370.80	14.2%
10236 DENTAL INSURANCE	895	0	895	208.85	.00	685.87	23.3%
10240 WORKERS COMPENSATION	426	11	437	291.96	.00	145.04	66.8%
TOTAL PERSONAL SERVICES	308,724	0	308,724	96,121.29	.00	212,602.59	31.1%
30 OPERATING EXPENSES							
30320 AUDIT FEES	15,550	0	15,550	3,000.00	.00	12,550.00	19.3%
30340 CONTRACTUAL SERVICES	1,400	0	1,400	.00	.00	1,400.00	.0%
30400 TRAVEL/PER DIEM	7,720	0	7,720	161.38	.00	7,558.62	2.1%
30420 POSTAGE	1,400	0	1,400	586.57	.00	813.43	41.9%
30450 INSURANCE	7,057	0	7,057	4,979.85	.00	2,077.15	70.6%
30463 EQUIPMENT REPAIRS/MAINT	1,000	0	1,000	.00	.00	1,000.00	.0%
30465 SERVICE CONTRACTS	6,100	0	6,100	.00	.00	6,100.00	.0%
30470 PRINTING & COPYING	1,355	0	1,355	.00	.00	1,355.00	.0%
30490 MISC EXPENSE	744	0	744	.00	.00	744.00	.0%
30510 OFFICE SUPPLIES	5,700	0	5,700	2,255.12	.00	3,444.88	39.6%
30520 SUPPLIES	800	0	800	.00	.00	800.00	.0%
30540 PROFESSIONAL BOOKS	160	0	160	.00	.00	160.00	.0%
30542 TRAINING & EDUCATION	2,260	0	2,260	.00	.00	2,260.00	.0%
30544 MEMBERSHIPS	630	0	630	.00	.00	630.00	.0%
TOTAL OPERATING EXPENSES	51,876	0	51,876	10,982.92	.00	40,893.08	21.2%
60 CAPITAL OUTLAY							

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT

THRU MARCH, 2022 50% OF YEAR LAPSED

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES <i>Deputy Computer</i>	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL CAPITAL OUTLAY	2,000	0	2,000	.00	.00	2,000.00	.0%
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90 NON-OPERATING							
90990 CONTINGENCY FUND	106,597	0	106,597	.00	.00	106,597.00	.0%
TOTAL NON-OPERATING	106,597	0	106,597	.00	.00	106,597.00	.0%
TOTAL FINANCE DEPARTMENT	469,197	0	469,197	<u>107,104.21</u>	.00	362,092.67	<u>22.8%</u>

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT

THRU MARCH, 2022 50% OF YEAR LAPSED

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>01514 LEGAL COUNSEL</u>							
<u>30 OPERATING EXPENSES</u>							
30310 LEGAL FEES	72,000	0	72,000	26,097.45	.00	45,902.55	36.2%
30492 LEGAL ADVERTISING	11,500	0	11,500	1,164.19	.00	10,335.81	10.1%
30497 RECORDING/FILING FEES	1,800	0	1,800	.00	.00	1,800.00	.0%
TOTAL OPERATING EXPENSES	85,300	0	85,300	27,261.64	.00	58,038.36	32.0%
TOTAL LEGAL COUNSEL	85,300	0	85,300	27,261.64	.00	58,038.36	32.0%

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ACCOUNTS FOR:	ORIGINAL	TRANFRS/ ADJSTMTS	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT
001 GENERAL FUND	APPROP		BUDGET			BUDGET	USED
01519 OTHER GEN GOVT SERVICES							
10 PERSONAL SERVICES							
10120 WAGES	32,136	0	32,136	14,098.13	.00	18,037.87	43.9%
10121 BONUS	371	0	371	123.60	.00	247.40	33.3%
10140 OVERTIME	0	0	0	92.70	.00	-92.70	100.0%
10210 FICA	2,733	0	2,733	1,070.81	.00	1,662.19	39.2%
10220 RETIREMENT	3,477	0	3,477	1,535.48	.00	1,941.52	44.2%
10230 HEALTH INSURANCE	7,581	0	7,581	3,646.86	.00	3,933.78	48.1%
10233 LIFE INSURANCE	108	0	108	63.00	.00	45.00	58.3%
10236 DENTAL INSURANCE	224	0	224	.00	.00	223.68	.0%
10240 WORKERS COMPENSATION	1,366	0	1,366	936.21	.00	429.79	68.5%
10250 UNEMPLOYMENT COMPENSATION	6,000	0	6,000	524.35	.00	5,475.65	8.7%
TOTAL PERSONAL SERVICES	53,995	0	53,995	22,091.14	.00	31,904.18	40.9%
30 OPERATING EXPENSES							
30313 PROFESSIONAL FEES	10,990	0	10,990	2,970.00	.00	8,020.00	27.0%
30340 CONTRACTUAL SERVICES	128,781	-2,000	126,781	14,644.10	.00	112,136.40	11.6%
30344 BANK FEES/SERVICE CHARGES	720	2,000	2,720	2,332.88	.00	387.12	85.8%
30410 COMMUNICATIONS	25,504	0	25,504	12,470.77	.00	13,033.23	48.9%
30420 POSTAGE	50	0	50	2.99	.00	47.01	6.0%
30430 ELECTRIC	24,000	0	24,000	9,419.12	.00	14,580.88	39.2%
30431 WATER	12,000	0	12,000	9,622.35	.00	2,377.65	80.2%
30440 RENTAL OF EQUIPMENT	3,720	0	3,720	3,026.95	.00	693.05	81.4%
30450 INSURANCE	23,039	0	23,039	16,257.69	.00	6,781.31	70.6%
30462 VEHICLE REPAIRS/MAINT	2,000	0	2,000	1,008.45	.00	991.55	50.4%
30463 EQUIPMENT REPAIRS/MAINT	1,224	0	1,224	239.38	.00	984.62	19.6%
30464 FACILITIES REPAIRS/MAINT	16,000	0	16,000	2,059.28	.00	13,940.72	12.9%
30465 SERVICE CONTRACTS	900	0	900	383.43	.00	516.57	42.6%
30470 PRINTING & COPYING	1,000	0	1,000	.00	.00	1,000.00	.0%
30480 ADVERTISING	1,500	0	1,500	4,478.18	.00	-2,978.18	298.5%
30481 GOODWILL	21,750	0	21,750	15,565.54	.00	6,184.46	71.6%
30491 REDEVELOPMENT TAXES	292,767	0	292,767	291,394.00	.00	1,373.00	99.5%
30510 OFFICE SUPPLIES	2,800	0	2,800	4,140.47	.00	-1,340.47	147.9%
30520 SUPPLIES	13,800	0	13,800	15,569.49	.00	-1,769.49	112.8%
30521 UNIFORMS	1,090	0	1,090	192.72	.00	897.28	17.7%

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CITY OF FRUITLAND PARK
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THRU MARCH, 2022 50% OF YEAR LAPSED

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
30522 FUEL	2,500	0	2,500	666.27	.00	1,833.73	26.7%
30541 SUBSCRIPTIONS	0	0	0	399.00	.00	-399.00	100.0%
TOTAL OPERATING EXPENSES	586,135	0	586,135	406,843.06	.00	179,291.44	69.4%
<u>60 CAPITAL OUTLAY</u>							
60640 EQUIPMENT PURCHASES	0	0	0	4,889.00	.00	-4,889.00	100.0%
TOTAL CAPITAL OUTLAY	0	0	0	4,889.00	.00	-4,889.00	100.0%
TOTAL OTHER GEN GOVT SERVICES	640,130	0	640,130	433,823.20	.00	206,306.62	67.8%

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01521 LAW ENFORCEMENT							
10 PERSONAL SERVICES							
10110 SALARY	85,246	0	85,246	38,176.27	.00	47,069.73	44.8%
10111 BONUS	984	0	984	983.52	.00	.48	100.0%
10120 WAGES	1,065,785	0	1,065,785	460,424.35	.00	605,360.38	43.2%
10121 BONUS	12,330	0	12,330	14,620.31	.00	-2,290.31	118.6%
10122 SCHOOL CROSSING WAGES	31,424	0	31,424	12,017.71	.00	19,406.29	38.2%
10133 RESERVE STIPENDS	0	0	0	-58.86	.00	58.86	100.0%
10135 RESERVE OTHER WAGES	20,000	0	20,000	2,214.50	.00	17,785.50	11.1%
10140 OVERTIME	50,000	0	50,000	18,420.66	.00	31,579.34	36.8%
10150 INCENTIVE PAY	31,680	0	31,680	7,670.50	.00	24,009.50	24.2%
10151 HOLIDAY PAY	61,939	0	61,939	40,843.32	.00	21,095.68	65.9%
10155 UNIFORM ALLOWANCE	11,000	0	11,000	5,500.00	.00	5,500.00	50.0%
10210 FICA	130,364	0	130,364	44,307.93	.00	86,056.07	34.0%
10220 RETIREMENT	334,842	0	334,842	145,945.92	.00	188,896.08	43.6%
10230 HEALTH INSURANCE	174,355	0	174,355	88,168.55	.00	86,186.17	50.6%
10233 LIFE INSURANCE	2,484	0	2,484	-91.06	.00	2,575.06	-3.7%
10236 DENTAL INSURANCE	5,145	0	5,145	1,899.11	.00	3,245.53	36.9%
10240 WORKERS COMPENSATION	49,167	0	49,167	33,697.77	.00	15,469.23	68.5%
TOTAL PERSONAL SERVICES	2,066,744	0	2,066,744	914,740.50	.00	1,152,003.59	44.3%
30 OPERATING EXPENSES							
30313 PROFESSIONAL FEES	12,500	0	12,500	1,326.98	.00	11,173.02	10.6%
30340 CONTRACTUAL SERVICES	28,300	0	28,300	13,767.69	.00	14,532.31	48.6%
30350 INVESTIGATIONS	2,500	0	2,500	155.38	.00	2,344.62	6.2%
30400 TRAVEL/PER DIEM	7,800	0	7,800	4,042.00	.00	3,758.00	51.8%
30410 COMMUNICATIONS	25,100	0	25,100	10,794.25	.00	14,305.75	43.0%
30420 POSTAGE	450	0	450	94.27	.00	355.73	20.9%
30440 RENTAL OF EQUIPMENT	1,620	0	1,620	35.14	.00	1,584.86	2.2%
30443 LEASE PAYMENT	100	0	100	.00	.00	100.00	.0%
30450 INSURANCE	57,159	0	57,159	40,334.82	.00	16,824.18	70.6%
30461 RADIO REPAIRS/MAINT	10,040	0	10,040	5,979.37	.00	4,060.63	59.6%
30462 VEHICLE REPAIRS/MAINT	30,200	0	30,200	14,859.00	.00	15,341.00	49.2%
30463 EQUIPMENT REPAIRS/MAINT	11,850	0	11,850	2,921.59	.00	8,928.41	24.7%
30464 FACILITIES REPAIRS/MAINT	500	0	500	.00	.00	500.00	.0%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
30465 SERVICE CONTRACTS	900	0	900	.00	.00	900.00	.0%
30470 PRINTING & COPYING	3,000	0	3,000	81.57	.00	2,918.43	2.7%
30482 DONATIONS EXPENSE	0	0	0	2,478.52	.00	-2,478.52	100.0%
30510 OFFICE SUPPLIES	3,000	0	3,000	649.48	.00	2,350.52	21.6%
30520 SUPPLIES	7,590	0	7,590	2,265.21	.00	5,324.79	29.8%
30521 UNIFORMS	21,600	0	21,600	4,121.73	.00	17,478.27	19.1%
30522 FUEL	62,000	0	62,000	34,334.95	.00	27,665.05	55.4%
30524 PROMOTIONAL	3,500	0	3,500	250.00	.00	3,250.00	7.1%
30540 PROFESSIONAL BOOKS	1,300	0	1,300	.00	.00	1,300.00	.0%
30542 TRAINING & EDUCATION	19,900	0	19,900	6,034.00	.00	13,866.00	30.3%
30543 2ND DOLLAR TNG/POLICE ED FUND	2,586	0	2,586	1,444.57	.00	1,141.43	55.9%
30544 MEMBERSHIPS	585	0	585	500.00	.00	85.00	85.5%
30545 TUITION REIMBURSEMENT	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL OPERATING EXPENSES	319,080	0	319,080	146,470.52	.00	172,609.48	45.9%
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60 CAPITAL OUTLAY							
60640 EQUIPMENT PURCHASES	31,158	0	31,158	25,547.56	.00	5,610.44	82.0%
60643 EQUIP PURCH NONREPAIRABLE	1,000	0	1,000	.00	.00	1,000.00	.0%
60649 EQUIPMENT - VEHICLES	98,416	0	98,416	93,348.23	.00	5,067.77	94.9%
TOTAL CAPITAL OUTLAY	130,574	0	130,574	118,895.79	.00	11,678.21	91.1%
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90 NON-OPERATING							
90990 CONTINGENCY FUND	500	0	500	.00	.00	500.00	.0%
TOTAL NON-OPERATING	500	0	500	.00	.00	500.00	.0%
TOTAL LAW ENFORCEMENT	2,516,898	0	2,516,898	1,180,106.81	.00	1,336,791.28	46.9%

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FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>01522 FIRE CONTROL</u>							
<u>30 OPERATING EXPENSES</u>							
30345 CONTRACTUAL VILLAGES	355,276	0	355,276	183,185.52	.00	172,090.48	51.6%
30464 FACILITIES REPAIRS/MAINT	15,000	0	15,000	8.64	.00	14,991.36	.1%
TOTAL OPERATING EXPENSES	370,276	0	370,276	183,194.16	.00	187,081.84	49.5%
TOTAL FIRE CONTROL	370,276	0	370,276	183,194.16	.00	187,081.84	49.5%

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01524 BUILDING & ZONING							
10 PERSONAL SERVICES							
10110 SALARY	72,686	0	72,686	32,442.88	.00	40,242.72	44.6%
10111 BONUS	839	0	839	279.68	.00	559.32	33.3%
10120 WAGES	164,601	0	164,601	82,489.65	.00	82,110.94	50.1%
10121 BONUS	1,751	0	1,751	2,019.36	.00	-268.44	115.3%
10159 PHONE ALLOWANCE	612	0	612	.00	.00	612.00	.0%
10210 FICA	18,351	0	18,351	8,404.72	.00	9,945.80	45.8%
10220 RETIREMENT	25,674	0	25,674	12,446.89	.00	13,227.48	48.5%
10230 HEALTH INSURANCE	37,903	0	37,903	20,923.32	.00	16,979.88	55.2%
10233 LIFE INSURANCE	540	0	540	288.00	.00	252.00	53.3%
10236 DENTAL INSURANCE	1,118	0	1,118	694.06	.00	424.34	62.1%
10240 WORKERS COMPENSATION	440	0	440	301.56	.00	138.44	68.5%
TOTAL PERSONAL SERVICES	324,515	0	324,515	160,290.12	.00	164,224.48	49.4%
30 OPERATING EXPENSES							
30311 ENGINEERING FEES	120,000	0	120,000	.00	.00	120,000.00	.0%
30312 PLANNING FEES	251,100	0	251,100	48,093.54	.00	203,006.46	19.2%
30340 CONTRACTUAL SERVICES	200,322	0	200,322	58,629.36	12,160.00	129,532.64	35.3%
30400 TRAVEL/PER DIEM	4,400	0	4,400	.00	.00	4,400.00	.0%
30410 COMMUNICATIONS	3,192	0	3,192	1,311.91	.00	1,880.09	41.1%
30420 POSTAGE	15,000	0	15,000	1,504.95	.00	13,495.05	10.0%
30450 INSURANCE	1,377	0	1,377	971.70	.00	405.30	70.6%
30462 VEHICLE REPAIRS/MAINT	2,266	0	2,266	.00	.00	2,266.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	5,000	0	5,000	.00	.00	5,000.00	.0%
30465 SERVICE CONTRACTS	4,992	0	4,992	.00	.00	4,992.00	.0%
30470 PRINTING & COPYING	6,200	0	6,200	.00	.00	6,200.00	.0%
30492 LEGAL ADVERTISING	10,000	0	10,000	4,195.20	.00	5,804.80	42.0%
30497 RECORDING/FILING FEES	10,000	0	10,000	.00	.00	10,000.00	.0%
30510 OFFICE SUPPLIES	5,000	0	5,000	1,681.05	.00	3,318.95	33.6%
30520 SUPPLIES	2,500	0	2,500	428.28	.00	2,071.72	17.1%
30522 FUEL	2,000	0	2,000	355.52	.00	1,644.48	17.8%
30540 PROFESSIONAL BOOKS	3,000	0	3,000	136.00	.00	2,864.00	4.5%
30542 TRAINING & EDUCATION	15,048	0	15,048	2,664.00	.00	12,384.00	17.7%
30544 MEMBERSHIPS	1,935	0	1,935	234.02	.00	1,700.98	12.1%
TOTAL OPERATING EXPENSES	663,332	0	663,332	120,205.53	12,160.00	530,966.47	20.0%

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT

THRU MARCH, 2022 50% OF YEAR LAPSED

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FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>60 CAPITAL OUTLAY</u>							
60630 IMPROVEMENTS	15,000	0	15,000	.00	.00	15,000.00	.0%
60640 EQUIPMENT PURCHASES	221	0	221	196.89	.00	24.11	89.1%
TOTAL CAPITAL OUTLAY	15,221	0	15,221	196.89	.00	15,024.11	1.3%
TOTAL BUILDING & ZONING	1,003,068	0	1,003,068	280,692.54	12,160.00	710,215.06	29.2%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>01534 SOLID WASTE</u>							
<u>30 OPERATING EXPENSES</u>							
30434 SOLID WASTE COLLECTION	231,301	0	231,301	95,911.47	.00	135,389.53	41.5%
30435 SOLID WASTE DISPOSAL	193,101	0	193,101	116,094.07	.00	77,006.93	60.1%
30436 YARDWASTE COLLECTION	38,597	0	38,597	14,060.37	.00	24,536.63	36.4%
30437 YARDWASTE DISPOSAL	13,381	0	13,381	4,775.26	.00	8,605.74	35.7%
30438 RECYCLE	51,315	0	51,315	18,774.35	.00	32,540.65	36.6%
TOTAL OPERATING EXPENSES	527,695	0	527,695	249,615.52	.00	278,079.48	47.3%
TOTAL SOLID WASTE	527,695	0	527,695	249,615.52	.00	278,079.48	47.3%

FOR 2022 06

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
<u>01538 STORMWATER MANAGEMENT</u>							
<u>30 OPERATING EXPENSES</u>							
30311 ENGINEERING FEES	2,500	0	2,500	.00	.00	2,500.00	.0%
30312 PLANNING FEES	500	0	500	.00	.00	500.00	.0%
30316 GRANT PROGRAM	400,000	0	400,000	2,500.00	.00	397,500.00	.6%
30340 CONTRACTUAL SERVICES	9,000	0	9,000	2,250.00	.00	6,750.00	25.0%
30400 TRAVEL/PER DIEM	250	0	250	.00	.00	250.00	.0%
30467 SYSTEM REPAIRS	10,000	0	10,000	.00	.00	10,000.00	.0%
30470 PRINTING & COPYING	200	0	200	.00	.00	200.00	.0%
30480 ADVERTISING	200	0	200	.00	.00	200.00	.0%
30510 OFFICE SUPPLIES	200	0	200	.00	.00	200.00	.0%
30520 SUPPLIES	500	0	500	.00	.00	500.00	.0%
30542 TRAINING & EDUCATION	500	0	500	.00	.00	500.00	.0%
30544 MEMBERSHIPS	425	0	425	.00	.00	425.00	.0%
TOTAL OPERATING EXPENSES	424,275	0	424,275	4,750.00	.00	419,525.00	1.1%
<u>60 CAPITAL OUTLAY</u>							
60630 IMPROVEMENTS	100,000	0	100,000	.00	.00	100,000.00	.0%
TOTAL CAPITAL OUTLAY	100,000	0	100,000	.00	.00	100,000.00	.0%
TOTAL STORMWATER MANAGEMENT	524,275	0	524,275	4,750.00	.00	519,525.00	.9%

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01541 ROAD & STREET FACILITIES							
10 PERSONAL SERVICES							
10110 SALARY	34,225	0	34,225	15,428.21	.00	18,796.79	45.1%
10111 BONUS	395	0	395	394.92	.00	.08	100.0%
10120 WAGES	166,871	0	166,871	55,541.98	.00	111,329.02	33.3%
10121 BONUS	1,925	0	1,925	741.60	.00	1,183.40	38.5%
10140 OVERTIME	6,000	0	6,000	2,076.85	.00	3,923.15	34.6%
10210 FICA	17,476	0	17,476	5,647.87	.00	11,828.13	32.3%
10220 RETIREMENT	20,415	0	20,415	6,543.09	.00	13,871.91	32.1%
10230 HEALTH INSURANCE	41,694	0	41,694	15,161.28	.00	26,532.24	36.4%
10233 LIFE INSURANCE	594	0	594	244.36	.00	349.64	41.1%
10236 DENTAL INSURANCE	1,230	0	1,230	525.73	.00	704.51	42.7%
10240 WORKERS COMPENSATION	23,000	0	23,000	15,763.59	.00	7,236.41	68.5%
TOTAL PERSONAL SERVICES	313,825	0	313,825	118,069.48	.00	195,755.28	37.6%
30 OPERATING EXPENSES							
30340 CONTRACTUAL SERVICES	13,200	0	13,200	592.23	.00	12,607.77	4.5%
30400 TRAVEL/PER DIEM	950	0	950	20.00	.00	930.00	2.1%
30410 COMMUNICATIONS	5,300	0	5,300	797.34	.00	4,502.66	15.0%
30420 POSTAGE	10	0	10	.73	.00	9.27	7.3%
30430 ELECTRIC	72,000	0	72,000	34,280.55	.00	37,719.45	47.6%
30431 WATER	2,160	0	2,160	595.82	.00	1,564.18	27.6%
30440 RENTAL OF EQUIPMENT	2,000	0	2,000	1,264.18	.00	735.82	63.2%
30450 INSURANCE	22,581	0	22,581	15,934.50	.00	6,646.50	70.6%
30460 REPAIRS	39,250	0	39,250	125.99	.00	39,124.01	.3%
30461 RADIO REPAIRS/MAINT	4,000	0	4,000	1,872.00	.00	2,128.00	46.8%
30462 VEHICLE REPAIRS/MAINT	6,500	0	6,500	588.76	.00	5,911.24	9.1%
30463 EQUIPMENT REPAIRS/MAINT	6,000	0	6,000	1,662.78	.00	4,337.22	27.7%
30464 FACILITIES REPAIRS/MAINT	11,792	0	11,792	1,517.62	.00	10,274.38	12.9%
30465 SERVICE CONTRACTS	1,080	0	1,080	.00	.00	1,080.00	.0%
30490 MISC EXPENSE	6,000	0	6,000	206.74	.00	5,793.26	3.4%
30510 OFFICE SUPPLIES	1,500	0	1,500	1,449.95	.00	50.05	96.7%
30520 SUPPLIES	22,500	0	22,500	3,648.90	.00	18,851.10	16.2%
30521 UNIFORMS	2,925	0	2,925	1,465.75	.00	1,459.25	50.1%
30522 FUEL	8,500	0	8,500	3,371.31	.00	5,128.69	39.7%

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
30542 TRAINING & EDUCATION	1,000	0	1,000	.00	.00	1,000.00	.0%
30544 MEMBERSHIPS	650	0	650	232.00	.00	418.00	35.7%
TOTAL OPERATING EXPENSES	229,898	0	229,898	69,627.15	.00	160,270.85	30.3%
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60 CAPITAL OUTLAY							
60631 STREETS & ROAD RESURFACING	131,600	0	131,600	1,076.60	.00	130,523.40	.8%
60640 EQUIPMENT PURCHASES	46,416	0	46,416	3,314.38	.00	43,101.62	7.1%
TOTAL CAPITAL OUTLAY	178,016	0	178,016	4,390.98	.00	173,625.02	2.5%
TOTAL ROAD & STREET FACILITIES	721,739	0	721,739	192,087.61	.00	529,651.15	26.6%

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01571 LIBRARY							
10 PERSONAL SERVICES							
10110 SALARY	62,237	0	62,237	27,997.76	.00	34,239.24	45.0%
10111 BONUS	718	0	718	718.08	.00	-.08	100.0%
10120 WAGES	243,361	0	243,361	98,734.77	.00	144,626.23	40.6%
10121 BONUS	2,913	0	2,913	1,980.00	.00	933.00	68.0%
10140 OVERTIME	1,000	0	1,000	607.83	.00	392.17	60.8%
10210 FICA	25,695	0	25,695	10,074.42	.00	15,620.58	39.2%
10220 RETIREMENT	27,343	0	27,343	9,798.29	.00	17,544.71	35.8%
10230 HEALTH INSURANCE	37,903	0	37,903	8,398.72	.00	29,504.48	22.2%
10233 LIFE INSURANCE	540	0	540	172.40	.00	367.60	31.9%
10236 DENTAL INSURANCE	1,118	0	1,118	183.19	.00	935.21	16.4%
10240 WORKERS COMPENSATION	569	0	569	389.97	.00	179.03	68.5%
TOTAL PERSONAL SERVICES	403,398	0	403,398	159,055.43	.00	244,342.17	39.4%
30 OPERATING EXPENSES							
30340 CONTRACTUAL SERVICES	9,888	0	9,888	7,461.50	.00	2,426.50	75.5%
30400 TRAVEL/PER DIEM	1,550	0	1,550	528.10	.00	1,021.90	34.1%
30410 COMMUNICATIONS	21,240	0	21,240	9,993.48	.00	11,246.52	47.1%
30420 POSTAGE	700	0	700	111.70	.00	588.30	16.0%
30430 ELECTRIC	13,200	0	13,200	5,112.60	.00	8,087.40	38.7%
30431 WATER	5,400	0	5,400	3,720.44	.00	1,679.56	68.9%
30450 INSURANCE	29,449	0	29,449	20,780.97	.00	8,668.03	70.6%
30464 FACILITIES REPAIRS/MAINT	8,360	0	8,360	7,983.71	.00	376.29	95.5%
30465 SERVICE CONTRACTS	7,694	0	7,694	617.80	.00	7,076.20	8.0%
30483 PROGRAMS	7,100	0	7,100	5,696.37	.00	1,403.63	80.2%
30510 OFFICE SUPPLIES	13,680	0	13,680	882.77	.00	12,797.23	6.5%
30520 SUPPLIES	7,100	0	7,100	1,903.69	.00	5,196.31	26.8%
30524 PROMOTIONAL	500	0	500	387.61	.00	112.39	77.5%
30525 CAFE SUPPLIES/EXPENSES	12,000	0	12,000	1,654.64	.00	10,345.36	13.8%
30541 SUBSCRIPTIONS	2,000	0	2,000	2,434.57	.00	-434.57	121.7%
30542 TRAINING & EDUCATION	2,145	0	2,145	110.00	.00	2,035.00	5.1%
30544 MEMBERSHIPS	420	0	420	234.00	.00	186.00	55.7%
30545 TUITION REIMBURSEMENT	500	0	500	.00	.00	500.00	.0%
TOTAL OPERATING EXPENSES	142,926	0	142,926	69,613.95	.00	73,312.05	48.7%

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT

THRU MARCH, 2022 50% OF YEAR LAPSED

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>60 CAPITAL OUTLAY</u>							
60640 EQUIPMENT PURCHASES	1,160	0	1,160	249.99	.00	910.01	21.6%
60660 LIBRARY BOOKS	67,266	0	67,266	13,740.71	.00	53,525.67	20.4%
60664 LIBRARY DVDS	5,000	0	5,000	2,569.82	.00	2,430.18	51.4%
TOTAL CAPITAL OUTLAY	73,426	0	73,426	16,560.52	.00	56,865.86	22.6%
TOTAL LIBRARY	619,750	0	619,750	245,229.90	.00	374,520.08	39.6%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>01572 MUNICIPAL POOL</u>							
<u>10 PERSONAL SERVICES</u>							
10120 WAGES	64,227	0	64,227	.00	.00	64,227.00	.0%
10140 OVERTIME	500	0	500	.00	.00	500.00	.0%
10210 FICA	4,952	0	4,952	.00	.00	4,952.00	.0%
10240 WORKERS COMPENSATION	2,887	0	2,887	1,978.68	.00	908.32	68.5%
TOTAL PERSONAL SERVICES	72,566	0	72,566	1,978.68	.00	70,587.32	2.7%
<u>30 OPERATING EXPENSES</u>							
30340 CONTRACTUAL SERVICES	2,100	0	2,100	256.80	.00	1,843.20	12.2%
30400 TRAVEL/PER DIEM	2,100	0	2,100	494.62	.00	1,605.38	23.6%
30410 COMMUNICATIONS	6,840	0	6,840	330.00	.00	6,510.00	4.8%
30420 POSTAGE	25	0	25	.00	.00	25.00	.0%
30430 ELECTRIC	12,000	0	12,000	7,081.00	.00	4,919.00	59.0%
30431 WATER	7,200	0	7,200	3,671.25	.00	3,528.75	51.0%
30440 RENTAL OF EQUIPMENT	1,020	0	1,020	.00	.00	1,020.00	.0%
30450 INSURANCE	3,616	0	3,616	2,551.68	.00	1,064.32	70.6%
30463 EQUIPMENT REPAIRS/MAINT	1,750	0	1,750	.00	.00	1,750.00	.0%
30464 FACILITIES REPAIRS/MAINT	15,500	0	15,500	996.48	.00	14,503.52	6.4%
30470 PRINTING & COPYING	200	0	200	.00	.00	200.00	.0%
30480 ADVERTISING	1,000	0	1,000	.00	.00	1,000.00	.0%
30499 LICENSE/PERMITS	400	0	400	.00	.00	400.00	.0%
30510 OFFICE SUPPLIES	300	0	300	.00	.00	300.00	.0%
30520 SUPPLIES	3,500	0	3,500	.00	.00	3,500.00	.0%
30521 UNIFORMS	1,408	0	1,408	.00	.00	1,408.00	.0%
30529 POOL CHEMICALS	13,000	0	13,000	715.27	.00	12,284.73	5.5%
30530 POOL CONCESSION	2,500	0	2,500	.00	.00	2,500.00	.0%
30542 TRAINING & EDUCATION	3,600	0	3,600	425.00	.00	3,175.00	11.8%
30544 MEMBERSHIPS	600	0	600	.00	.00	600.00	.0%
TOTAL OPERATING EXPENSES	78,659	0	78,659	16,522.10	.00	62,136.90	21.0%
TOTAL MUNICIPAL POOL	151,225	0	151,225	18,500.78	.00	132,724.22	12.2%

FOR 2022 06

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
01573 PARKS/RECREATION MAINTENANCE							
10 PERSONAL SERVICES							
10120 WAGES	137,404	0	137,404	46,524.40	.00	90,879.60	33.9%
10121 BONUS	1,585	0	1,585	651.04	.00	933.96	41.1%
10140 OVERTIME	4,500	0	4,500	1,457.54	.00	3,042.46	32.4%
10210 FICA	11,940	0	11,940	3,609.72	.00	8,330.28	30.2%
10220 RETIREMENT	13,484	0	13,484	5,023.66	.00	8,460.34	37.3%
10230 HEALTH INSURANCE	30,322	0	30,322	13,897.84	.00	16,424.60	45.8%
10233 LIFE INSURANCE	432	0	432	162.00	.00	270.00	37.5%
10236 DENTAL INSURANCE	895	0	895	346.95	.00	547.77	38.8%
10240 WORKERS COMPENSATION	6,400	0	6,400	4,386.39	.00	2,013.61	68.5%
TOTAL PERSONAL SERVICES	206,962	0	206,962	76,059.54	.00	130,902.62	36.8%
30 OPERATING EXPENSES							
30340 CONTRACTUAL SERVICES	29,300	0	29,300	2,766.32	.00	26,533.68	9.4%
30410 COMMUNICATIONS	900	0	900	.00	.00	900.00	.0%
30420 POSTAGE	20	0	20	17.49	.00	2.51	87.5%
30430 ELECTRIC	8,100	0	8,100	3,164.38	.00	4,935.62	39.1%
30431 WATER <i>Soccer Fld</i>	24,000	0	24,000	38,314.03	.00	-14,314.03	159.6%
30440 RENTAL OF EQUIPMENT	3,500	0	3,500	.00	.00	3,500.00	.0%
30450 INSURANCE	11,826	0	11,826	8,345.13	.00	3,480.87	70.6%
30462 VEHICLE REPAIRS/MAINT	6,000	0	6,000	1,019.19	.00	4,980.81	17.0%
30463 EQUIPMENT REPAIRS/MAINT	7,450	0	7,450	2,490.43	.00	4,959.57	33.4%
30464 FACILITIES REPAIRS/MAINT	11,500	0	11,500	2,913.04	.00	8,586.96	25.3%
30510 OFFICE SUPPLIES	1,500	0	1,500	90.32	.00	1,409.68	6.0%
30520 SUPPLIES	17,600	0	17,600	1,539.62	.00	16,060.38	8.7%
30521 UNIFORMS	2,788	0	2,788	1,068.69	.00	1,719.31	38.3%
30522 FUEL	14,700	0	14,700	2,438.74	.00	12,261.26	16.6%
53901 CEMETERY COSTS	9,000	0	9,000	2,228.91	.00	6,771.09	24.8%
TOTAL OPERATING EXPENSES	148,184	0	148,184	66,396.29	.00	81,787.71	44.8%
60 CAPITAL OUTLAY							

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
60630 IMPROVEMENTS	64,400	0	64,400	.00	.00	64,400.00	.0%
60637 GARDENIA PARK	15,000	0	15,000	.00	.00	15,000.00	.0%
60640 EQUIPMENT PURCHASES	38,500	0	38,500	2,976.84	.00	35,523.16	7.7%
TOTAL CAPITAL OUTLAY	117,900	0	117,900	2,976.84	.00	114,923.16	2.5%
TOTAL PARKS/RECREATION MAINTENANCE	473,046	0	473,046	145,432.67	.00	327,613.49	30.7%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
01574 RECREATION							
10 PERSONAL SERVICES							
10110 SALARY	59,473	0	59,473	26,531.52	.00	32,941.48	44.6%
10111 BONUS	686	0	686	686.16	.00	-.16	100.0%
10120 WAGES	75,787	0	75,787	24,081.43	.00	51,705.57	31.8%
10121 BONUS	595	0	595	770.04	.00	-175.04	129.4%
10159 PHONE ALLOWANCE	180	0	180	75.00	.00	105.00	41.7%
10210 FICA	11,480	0	11,480	3,820.90	.00	7,659.10	33.3%
10220 RETIREMENT	14,635	0	14,635	5,476.36	.00	9,158.64	37.4%
10230 HEALTH INSURANCE	15,161	0	15,161	8,844.08	.00	6,317.20	58.3%
10233 LIFE INSURANCE	216	0	216	108.00	.00	108.00	50.0%
10236 DENTAL INSURANCE	447	0	447	283.18	.00	164.18	63.3%
10240 WORKERS COMPENSATION	6,090	0	6,090	4,173.93	.00	1,916.07	68.5%
TOTAL PERSONAL SERVICES	184,751	0	184,751	74,850.60	.00	109,900.04	40.5%
30 OPERATING EXPENSES							
30340 CONTRACTUAL SERVICES	32,225	0	32,225	21,912.77	.00	10,312.23	68.0%
30400 TRAVEL/PER DIEM	7,700	0	7,700	20.00	.00	7,679.96	.3%
30410 COMMUNICATIONS	5,400	0	5,400	4,105.90	.00	1,294.10	76.0%
30420 POSTAGE	300	0	300	.00	.00	300.00	.0%
30430 ELECTRIC	13,200	0	13,200	4,537.63	.00	8,662.37	34.4%
30431 WATER	9,000	0	9,000	2,360.51	.00	6,639.49	26.2%
30440 RENTAL OF EQUIPMENT	1,800	0	1,800	1,166.47	.00	633.53	64.8%
30450 INSURANCE	7,986	0	7,986	5,635.41	.00	2,350.59	70.6%
30462 VEHICLE REPAIRS/MAINT	1,000	0	1,000	213.95	.00	786.05	21.4%
30463 EQUIPMENT REPAIRS/MAINT	4,350	0	4,350	.00	.00	4,350.00	.0%
30464 FACILITIES REPAIRS/MAINT	10,000	0	10,000	1,313.47	.00	8,686.53	13.1%
30470 PRINTING & COPYING	2,000	0	2,000	1,159.94	.00	840.06	58.0%
30480 ADVERTISING	10,208	0	10,208	4,971.22	.00	5,236.78	48.7%
30484 ENTERTAINMENT	0	0	0	1,496.14	.00	-1,496.14	100.0%
30510 OFFICE SUPPLIES	900	0	900	438.93	.00	461.07	48.8%
30519 SUPPLIES SENIOR SOCIAL	8,400	0	8,400	2,497.98	.00	5,902.02	29.7%
30520 SUPPLIES	7,950	0	7,950	7,492.28	.00	457.72	94.2%
30521 UNIFORMS	1,000	0	1,000	156.00	.00	844.00	15.6%
30522 FUEL	1,600	0	1,600	434.77	.00	1,165.23	27.2%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
30542 TRAINING & EDUCATION	3,500	0	3,500	.00	.00	3,500.00	.0%
30544 MEMBERSHIPS	1,250	0	1,250	312.39	.00	937.61	25.0%
TOTAL OPERATING EXPENSES	129,769	0	129,769	60,225.76	.00	69,543.20	46.4%
<hr/>							
60 CAPITAL OUTLAY							
60630 IMPROVEMENTS	10,000	0	10,000	9,870.00	9,870.00	9,740.00	197.4%
60640 EQUIPMENT PURCHASES	12,500	0	12,500	.00	.00	12,500.00	.0%
TOTAL CAPITAL OUTLAY	22,500	0	22,500	9,870.00	9,870.00	2,760.00	87.7%
TOTAL RECREATION	337,020	0	337,020	144,946.36	9,870.00	182,203.24	45.9%

Projector Games

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>01581 INTERFUND TRANSFERS</u>							
<u>90 NON-OPERATING</u>							
90921 TRANSFER TO PAVING FUND	75,000	0	75,000	.00	.00	75,000.00	.0%
90922 TRANSFER TO CENTENNIEL FUND	5,000	0	5,000	.00	.00	5,000.00	.0%
TOTAL NON-OPERATING	80,000	0	80,000	.00	.00	80,000.00	.0%
TOTAL INTERFUND TRANSFERS	80,000	0	80,000	.00	.00	80,000.00	.0%
TOTAL GENERAL FUND	0	0	0	-2,309,029.20	30,582.27	2,278,446.89	%
TOTAL REVENUES	-9,131,070	0	-9,131,070	-5,742,806.63	.00	-3,388,263.37	
TOTAL EXPENSES	9,131,070	0	9,131,070	3,433,777.43	30,582.27	5,666,710.26	
PRIOR FUND BALANCE				5,258,141.13			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				2,309,029.20			
REVISED FUND BALANCE				7,567,170.33			

Net Rev 5,571,533
Net Exp 3,033,777

Net change in Fund Bal
2,537,699

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ACCOUNTS FOR: 200 REDEVELOPMENT FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>20001 REDEVELOPMENT FUND REVENU</u>							
<u>33 INTERGOVERN. REVENUE</u>							
33901 CITY OF FRUITLAND PARK	292,767	0	292,767	291,394.00	.00	292,767.00	.0%
33902 LAKE COUNTY COMMISSION	370,837	0	370,837	367,566.00	.00	3,271.00	99.1%
33903 LAKE CO WATER AUTHORITY	26,611	0	26,611	24,043.00	.00	2,568.00	90.3%
33904 LAKE CO AMBULANCE DISTRICT	33,836	0	33,836	33,674.00	.00	162.00	99.5%
TOTAL INTERGOVERN. REVENUE	724,051	0	724,051	425,283.00	.00	298,768.00	58.7%
<u>36 MISC. REVENUE</u>							
36110 INTEREST INCOME	1,200	0	1,200	669.14	.00	530.86	55.8%
TOTAL MISC. REVENUE	1,200	0	1,200	669.14	.00	530.86	55.8%
TOTAL REDEVELOPMENT FUND REVENU	725,251	0	725,251	425,952.14	.00	299,298.86	58.7%
TOTAL REDEVELOPMENT FUND	725,251	0	725,251	425,952.14	.00	299,298.86	58.7%
TOTAL REVENUES	725,251	0	725,251	425,952.14	.00	299,298.86	58.7%

291,394 was input wrong corrected

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
200 REDEVELOPMENT FUND							
20511 COMMUNITY REDEVELOPMENT							
30 OPERATING EXPENSES							
30311 ENGINEERING FEES	2,000	0	2,000	.00	.00	2,000.00	.0%
30313 PROFESSIONAL FEES	2,000	0	2,000	.00	.00	2,000.00	.0%
30316 GRANT PROGRAM	25,000	0	25,000	.00	.00	25,000.00	.0%
30320 AUDIT FEES	5,000	0	5,000	3,000.00	.00	2,000.00	60.0%
30479 ABATEMENT	5,000	0	5,000	.00	.00	5,000.00	.0%
30490 MISC EXPENSE	5,000	0	5,000	.00	.00	5,000.00	.0%
30544 MEMBERSHIPS	570	0	570	175.00	.00	395.00	30.7%
TOTAL OPERATING EXPENSES	44,570	0	44,570	3,175.00	.00	41,395.00	7.1%
60 CAPITAL OUTLAY							
60624 MUNICIPAL COMPLEX IMPROVEMTS	347,172	-30,000	227,072	.00	.00	227,072.00	.0%
60631 STREETS & ROAD RESURFACING	200,000	0	200,000	.00	.00	200,000.00	.0%
60636 COMMUNITY CENTER IMPROVEMTS	0	120,100	120,100	40,676.00	.00	79,424.00	33.9%
60665 PARKS IMPROVEMENTS	61,500	0	61,500	.00	.00	61,500.00	.0%
60632 SOCCER FLD			30,000				
TOTAL CAPITAL OUTLAY	608,672	0	608,672	40,676.00	.00	567,996.00	6.7%
90 NON-OPERATING							
90990 CONTINGENCY FUND	28,667	0	28,667	.00	.00	28,667.00	.0%
TOTAL NON-OPERATING	28,667	0	28,667	.00	.00	28,667.00	.0%
TOTAL COMMUNITY REDEVELOPMENT	681,909	0	681,909	43,851.00	.00	638,058.00	6.4%

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ACCOUNTS FOR: 200 REDEVELOPMENT FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>20581 INTERFUND TRANSFER</u>							
<u>90 NON-OPERATING</u>							
90916 XFER TO GENERAL FUND	43,342	0	43,342	21,671.14	.00	21,671.16	50.0%
TOTAL NON-OPERATING	43,342	0	43,342	21,671.14	.00	21,671.16	50.0%
TOTAL INTERFUND TRANSFER	43,342	0	43,342	21,671.14	.00	21,671.16	50.0%
TOTAL REDEVELOPMENT FUND	0	0	0	-360,430.00	.00	360,430.30	%
TOTAL REVENUES	-725,251	0	-725,251	425,952.14	.00	-299,298.86	
TOTAL EXPENSES	725,251	0	725,251	65,522.14	.00	659,729.16	
PRIOR FUND BALANCE				665,401.29			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				360,430.00			
REVISED FUND BALANCE				1,025,831.29			

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ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>30001 CAPITAL PROJECTS REVENUES</u>								
<u>31 TAXES</u>								
31260	DISCRETIONALLY SALES SURTAX	936,318	0	936,318	457,622.91	.00	478,695.09	48.9%
	TOTAL TAXES	936,318	0	936,318	457,622.91	.00	478,695.09	48.9%
<u>36 MISC. REVENUE</u>								
36120	INTEREST EARNED	3,337	0	3,337	1,132.92	.00	2,204.08	34.0%
	TOTAL MISC. REVENUE	3,337	0	3,337	1,132.92	.00	2,204.08	34.0%
<u>38 NON REVENUES</u>								
38001	XFER IN FUND BALANCE	51,906	0	51,906	.00	.00	51,906.00	.0%
	TOTAL NON REVENUES	51,906	0	51,906	.00	.00	51,906.00	.0%
	TOTAL CAPITAL PROJECTS REVENUES	991,561	0	991,561	458,755.83	.00	532,805.17	46.3%
	TOTAL CAPITAL PROJECTS FUND	991,561	0	991,561	458,755.83	.00	532,805.17	46.3%
	TOTAL REVENUES	991,561	0	991,561	458,755.83	.00	532,805.17	46.3%

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ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>30541 ROAD & ST CAPITAL PROJECT</u>							
<u>60 CAPITAL OUTLAY</u>							
60620 BUILDINGS PW	617,633	0	617,633	55,479.80	3,500.00	558,653.20	9.5%
TOTAL CAPITAL OUTLAY	617,633	0	617,633	55,479.80	3,500.00	558,653.20	9.5%
TOTAL ROAD & ST CAPITAL PROJECT	617,633	0	617,633	55,479.80	3,500.00	558,653.20	9.5%

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ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>30571 LIBRARY CAPITAL PROJECTS</u>								
<u>60 CAPITAL OUTLAY</u>								
60640	EQUIPMENT PURCHASES	2,900	0	2,900	.00	.00	2,900.00	.0%
	TOTAL CAPITAL OUTLAY	2,900	0	2,900	.00	.00	2,900.00	.0%
	TOTAL LIBRARY CAPITAL PROJECTS	2,900	0	2,900	.00	.00	2,900.00	.0%

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ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>30572 RECREATION CAP PROJECTS</u>								
<u>60 CAPITAL OUTLAY</u>								
60632	SOCCER FIELD	12,500	0	12,500	.00	.00	12,500.00	.0%
	TOTAL CAPITAL OUTLAY	12,500	0	12,500	.00	.00	12,500.00	.0%
	TOTAL RECREATION CAP PROJECTS	12,500	0	12,500	.00	.00	12,500.00	.0%

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ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
30581 INTERFUND TRANSFERS							
90 NON-OPERATING							
90914 XFER TO UTILITY	358,528	0	358,528	.00	.00	358,528.00	.0%
TOTAL NON-OPERATING	358,528	0	358,528	.00	.00	358,528.00	.0%
TOTAL INTERFUND TRANSFERS	358,528	0	358,528	.00	.00	358,528.00	.0%
TOTAL CAPITAL PROJECTS FUND	0	0	0	403,276.03	3,500.00	399,776.03	100.0%
TOTAL REVENUES	-991,561	0	-991,561	458,755.83	.00	-532,805.17	
TOTAL EXPENSES	991,561	0	991,561	55,479.80	3,500.00	932,581.20	
PRIOR FUND BALANCE				1,155,384.08			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				403,276.03			
REVISED FUND BALANCE				1,558,660.11			

172,170.14 BB+T PMT 50%

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ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
40001 WATER UTILITY REVENUES							
34 CHARGES FOR SERVICES							
34321 BULK WATER SALES	94,787	0	94,787	50,325.12	.00	44,461.88	53.1%
34331 SALE OF WATER	1,281,648	0	1,281,648	584,528.15	.00	697,119.85	45.6%
34332 INSTALLATION OF METERS	51,481	0	51,481	3,000.00	.00	48,481.00	5.8%
34333 BACKFLOW INSTALLATION	7,238	0	7,238	422.45	.00	6,815.55	5.8%
34334 WATER LINE INSTALLATION	412	0	412	.00	.00	412.00	.0%
34335 OTHER REVENUES	62,168	0	62,168	34,101.55	.00	28,066.45	54.9%
TOTAL CHARGES FOR SERVICES	1,497,734	0	1,497,734	672,377.27	.00	825,356.73	44.9%
36 MISC. REVENUE							
36120 INTEREST EARNED	3,792	0	3,792	1,000.19	.00	2,791.81	26.4%
36320 WATER IMPACT FEE	63,563	0	63,563	4,925.00	.00	58,638.00	7.7%
36441 SALE OF SURPLUS EQUIPMENT	517	0	517	.00	.00	517.00	.0%
TOTAL MISC. REVENUE	67,872	0	67,872	5,925.19	.00	61,946.81	8.7%
38 NON REVENUES							
38002 OVER/SHORT REGISTER	2	0	2	-20.20	.00	22.20	-1010.0%
38300 XFER IN CAPITAL PROJECT	14,186	0	14,186	.00	.00	14,186.00	.0%
TOTAL NON REVENUES	14,188	0	14,188	-20.20	.00	14,208.20	-.1%
TOTAL WATER UTILITY REVENUES	1,579,794	0	1,579,794	678,282.26	.00	901,511.74	42.9%

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ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>40301 SEWER UTILTIY REVENUES</u>							
<u>34 CHARGES FOR SERVICES</u>							
34339 SEWER DECOMMISSION	550	0	550	.00	.00	550.00	.0%
34351 SEWER UTILITY REVENUE	376,803	0	376,803	180,008.30	.00	196,794.70	47.8%
34352 ELECTRIC CONNECTION SEWER	600	0	600	.00	.00	600.00	.0%
TOTAL CHARGES FOR SERVICES	377,953	0	377,953	180,008.30	.00	197,944.70	47.6%
<u>36 MISC. REVENUE</u>							
36321 SEWER IMPACT FEE	137,370	0	137,370	.00	.00	137,370.00	.0%
TOTAL MISC. REVENUE	137,370	0	137,370	.00	.00	137,370.00	.0%
<u>38 NON REVENUES</u>							
38006 XFER IN IMPACT FEES	137,669	0	137,669	.00	.00	137,669.00	.0%
38300 XFER IN CAPITAL PROJECT	344,341	0	344,341	.00	.00	344,340.88	.0%
TOTAL NON REVENUES	482,010	0	482,010	.00	.00	482,009.88	.0%
TOTAL SEWER UTILTIY REVENUES	997,333	0	997,333	180,008.30	.00	817,324.58	18.0%
TOTAL UTILITY FUND	2,577,127	0	2,577,127	858,290.56	.00	1,718,836.32	33.3%
TOTAL REVENUES	2,577,127	0	2,577,127	858,290.56	.00	1,718,836.32	

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
400 UTILITY FUND							
40533 WATER UTILITY SERVICES							
10 PERSONAL SERVICES							
10110 SALARY	95,680	6,053	101,733	46,996.32	.00	54,736.68	46.2%
10111 BONUS	1,813	0	1,813	1,104.00	.00	709.00	60.9%
10120 WAGES	258,860	0	258,860	113,145.21	.00	145,714.79	43.7%
10121 BONUS	2,987	0	2,987	2,589.36	.00	397.64	86.7%
10140 OVERTIME	13,000	0	13,000	5,370.96	.00	7,629.04	41.3%
10210 FICA	31,235	524	31,759	12,489.38	.00	19,269.62	39.3%
10220 RETIREMENT	32,352	655	33,007	13,879.78	.00	19,127.22	42.1%
10230 HEALTH INSURANCE	53,064	0	53,064	22,273.74	.00	30,790.74	42.0%
10233 LIFE INSURANCE	756	0	756	343.56	.00	412.44	45.4%
10236 DENTAL INSURANCE	1,566	0	1,566	650.47	.00	915.29	41.5%
10240 WORKERS COMPENSATION	11,899	11	11,910	8,141.55	.00	3,768.45	68.4%
TOTAL PERSONAL SERVICES	503,212	7,243	510,455	226,984.33	.00	283,470.91	44.5%
30 OPERATING EXPENSES							
30311 ENGINEERING FEES	5,000	0	5,000	.00	.00	5,000.00	.0%
30315 CONSUMPTIVE USE PERMIT	38,000	0	38,000	295.00	.00	37,705.00	.8%
30320 AUDIT FEES	5,125	0	5,125	3,000.00	.00	2,125.00	58.5%
30340 CONTRACTUAL SERVICES	220,655	0	220,655	48,614.13	48,355.00	123,685.37	43.9%
30344 BANK FEES/SERVICE CHARGES	7,020	0	7,020	40.00	.00	6,980.00	.6%
30400 TRAVEL/PER DIEM	500	0	500	.00	.00	500.00	.0%
30410 COMMUNICATIONS	11,100	0	11,100	3,948.68	.00	7,151.32	35.6%
30420 POSTAGE	11,314	0	11,314	5,782.05	.00	5,531.95	51.1%
30430 ELECTRIC	54,000	0	54,000	23,674.76	.00	30,325.24	43.8%
30440 RENTAL OF EQUIPMENT	2,000	0	2,000	.00	.00	2,000.00	.0%
30450 INSURANCE	11,107	0	11,107	8,710.83	.00	2,396.17	78.4%
30460 REPAIRS	30,681	0	30,681	3,273.96	.00	27,407.04	10.7%
30462 VEHICLE REPAIRS/MAINT	6,000	0	6,000	255.04	.00	5,744.96	4.3%
30463 EQUIPMENT REPAIRS/MAINT	6,000	0	6,000	579.40	.00	5,420.60	9.7%
30464 FACILITIES REPAIRS/MAINT	12,500	0	12,500	674.63	.00	11,825.37	5.4%
30466 FIRE HYDRANT REPLACEMENT	7,500	0	7,500	.00	.00	7,500.00	.0%
30470 PRINTING & COPYING	500	0	500	.00	.00	500.00	.0%
30480 ADVERTISING	1,000	0	1,000	.00	.00	1,000.00	.0%
30510 OFFICE SUPPLIES	1,000	0	1,000	436.05	.00	563.95	43.6%

FOR 2022 06		JOURNAL DETAIL 2022 1 TO 2022 13						
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT	
400 UTILITY FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
30520 SUPPLIES	153,639	0	153,639	14,116.15	.00	139,522.85	9.2%	
30521 UNIFORMS	3,375	0	3,375	1,294.73	.00	2,080.03	38.4%	
30522 FUEL	23,000	0	23,000	3,871.61	.00	19,128.39	16.8%	
30542 TRAINING & EDUCATION	2,000	0	2,000	.00	.00	2,000.00	.0%	
30544 MEMBERSHIPS	2,500	0	2,500	560.00	.00	1,940.00	22.4%	
TOTAL OPERATING EXPENSES	615,515	0	615,515	119,127.02	48,355.00	448,033.24	27.2%	
<u>60 CAPITAL OUTLAY</u>								
60640 EQUIPMENT PURCHASES	65,000	0	65,000	.00	.00	65,000.00	.0%	
TOTAL CAPITAL OUTLAY	65,000	0	65,000	.00	.00	65,000.00	.0%	
<u>70 DEBT SERVICE</u>								
70743 FDOT HWY CONSTRUCTION LOAN	14,187	0	14,187	.00	.00	14,187.00	.0%	
TOTAL DEBT SERVICE	14,187	0	14,187	.00	.00	14,187.00	.0%	
<u>90 NON-OPERATING</u>								
90940 CONTINGENCY FUND	17,455	-7,243	10,212	.00	.00	10,212.00	.0%	
90991 BAD DEBT EXPENSE	750	0	750	.00	.00	750.00	.0%	
90993 DEPRECIATION EXPENSE	141,402	0	141,402	.00	.00	141,402.00	.0%	
TOTAL NON-OPERATING	159,607	-7,243	152,364	.00	.00	152,364.00	.0%	
TOTAL WATER UTILITY SERVICES	1,357,522	0	1,357,522	346,111.35	48,355.00	963,055.15	29.1%	

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
400 UTILITY FUND							
40535 SEWER UTILITY SERVICES							
10 PERSONAL SERVICES							
10120 WAGES	34,281	0	34,281	14,799.04	.00	19,481.96	43.2%
10121 BONUS	396	0	396	131.84	.00	264.16	33.3%
10140 OVERTIME	3,000	0	3,000	573.50	.00	2,426.50	19.1%
10210 FICA	3,124	0	3,124	1,192.71	.00	1,931.29	38.2%
10220 RETIREMENT	4,034	0	4,034	1,663.31	.00	2,370.69	41.2%
10230 HEALTH INSURANCE	7,581	0	7,581	3,790.32	.00	3,790.32	50.0%
10233 LIFE INSURANCE	108	0	108	54.00	.00	54.00	50.0%
10236 DENTAL INSURANCE	224	0	224	111.84	.00	111.84	50.0%
10240 WORKERS COMPENSATION	1,457	0	1,457	998.58	.00	458.42	68.5%
TOTAL PERSONAL SERVICES	54,204	0	54,204	23,315.14	.00	30,889.18	43.0%
30 OPERATING EXPENSES							
30311 ENGINEERING FEES	5,000	0	5,000	.00	.00	5,000.00	.0%
30320 AUDIT FEES	5,125	0	5,125	3,000.00	.00	2,125.00	58.5%
30340 CONTRACTUAL SERVICES	35,000	0	35,000	1,585.92	.00	33,414.08	4.5%
30347 CONTRACTUAL LADY LAKE	315,996	0	315,996	137,290.17	.00	178,705.83	43.4%
30400 TRAVEL/PER DIEM	500	0	500	.00	.00	500.00	.0%
30410 COMMUNICATIONS	2,400	0	2,400	299.30	.00	2,100.70	12.5%
30420 POSTAGE	50	0	50	.00	.00	50.00	.0%
30430 ELECTRIC	27,600	0	27,600	10,634.02	.00	16,965.98	38.5%
30431 WATER	2,160	0	2,160	1,021.35	.00	1,138.65	47.3%
30440 RENTAL OF EQUIPMENT	1,500	0	1,500	.00	.00	1,500.00	.0%
30450 INSURANCE	10,839	0	10,839	7,648.71	.00	3,190.29	70.6%
30462 VEHICLE REPAIRS/MAINT	5,000	0	5,000	.00	.00	5,000.00	.0%
30463 EQUIPMENT REPAIRS/MAINT	5,000	0	5,000	943.81	.00	4,056.19	18.9%
30464 FACILITIES REPAIRS/MAINT	5,000	0	5,000	413.54	.00	4,586.46	8.3%
30467 SYSTEM REPAIRS	43,044	0	43,044	24,488.78	.00	18,555.22	56.9%
30510 OFFICE SUPPLIES	1,000	0	1,000	487.15	.00	512.85	48.7%
30520 SUPPLIES	9,000	0	9,000	299.86	.00	8,700.14	3.3%
30521 UNIFORMS	2,000	0	2,000	940.82	.00	1,059.18	47.0%
30522 FUEL	5,000	0	5,000	3,292.99	.00	1,707.01	65.9%
30542 TRAINING & EDUCATION	3,200	0	3,200	.00	.00	3,200.00	.0%
TOTAL OPERATING EXPENSES	484,414	0	484,414	192,346.42	.00	292,067.58	39.7%

FOR 2022 06		JOURNAL DETAIL 2022 1 TO 2022 13						
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD ACTUAL	ENC/REQ	AVAILABLE	PCT	
400 UTILITY FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED	
60 CAPITAL OUTLAY								
60640 EQUIPMENT PURCHASES	65,000	0	65,000	5,539.96	.00	59,460.04	8.5%	
60655 SYSTEM IMPROVEMENTS	0	0	0	6,000.00	.00	-6,000.00	100.0%	
TOTAL CAPITAL OUTLAY	65,000	0	65,000	11,539.96	.00	53,460.04	17.8%	
70 DEBT SERVICE								
70715 DEBT ISSUANCE COST	0	0	0	680.00	.00	-680.00	100.0%	
70740 DEBT SERV WWTP LOAN PRIN SRF	123,383	0	123,383	61,294.07	.00	62,089.06	49.7%	
70741 INT SEWER WWTP SRF LOAN #1	2,037	0	2,037	1,074.41	.00	962.38	52.8%	
70742 INT SEWER WWTP SRF LOAN #2	12,249	0	12,249	6,465.75	.00	5,782.79	52.8%	
70744 INTEREST SEWER BB&T BANK LOAN	32,281	0	32,281	5,624.50	.00	26,656.14	17.4%	
70745 DEBT LLSWR LOAN PRINC BB&T	312,060	0	312,060	155,126.51	.00	156,933.72	49.7%	
TOTAL DEBT SERVICE	482,009	0	482,009	230,265.24	.00	251,744.09	47.8%	
90 NON-OPERATING								
90919 TRANSFER TO RETAINED EARNINGS	22,819	0	22,819	.00	.00	22,819.00	.0%	
90940 CONTINGENCY FUND	11,158	0	11,158	.00	.00	11,158.00	.0%	
90993 DEPRECIATION EXPENSE	100,000	0	100,000	.00	.00	100,000.00	.0%	
TOTAL NON-OPERATING	133,977	0	133,977	.00	.00	133,977.00	.0%	
TOTAL SEWER UTILITY SERVICES	1,219,605	0	1,219,605	457,466.76	.00	762,137.89	37.5%	
TOTAL UTILITY FUND	-1	0	-1	-54,712.45	48,355.00	6,356.72*****%		
TOTAL REVENUES	-2,577,127	0	-2,577,127	858,290.56	.00	-1,718,836.32		
TOTAL EXPENSES	2,577,126	0	2,577,126	803,578.11	48,355.00	1,725,193.04		
PRIOR FUND BALANCE				6,122,640.90				
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				54,712.45				
REVISED FUND BALANCE				6,177,353.35				

Includes Assets

Net Rev 853,366
Net Exp 773,840
Net Incre 79,525

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CITY OF FRUITLAND PARK
YEAR-TO-DATE BUDGET REPORT

THRU MARCH, 2022 50% OF YEAR LAPSED

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FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR: 600 FIRE PENSION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>60001 FIRE PENSION REVENUES</u>							
<u>36 MISC. REVENUE</u>							
36110 INTEREST INCOME	2,920	0	2,920	408.29	.00	2,511.71	14.0%
36120 INTEREST EARNED	7,600	0	7,600	11,992.11	.00	-4,392.11	157.8%
36130 CHANGE IN FAIR MARKET VALUE	0	0	0	-22,639.71	.00	22,639.71	100.0%
36990 MISC REVENUE	175,480	0	175,480	.00	.00	175,480.00	.0%
TOTAL MISC. REVENUE	186,000	0	186,000	-10,239.31	.00	196,239.31	-5.5%
TOTAL FIRE PENSION REVENUES	186,000	0	186,000	-10,239.31	.00	196,239.31	-5.5%
TOTAL FIRE PENSION FUND	186,000	0	186,000	-10,239.31	.00	196,239.31	-5.5%
TOTAL REVENUES	186,000	0	186,000	-10,239.31	.00	196,239.31	

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|CITY OF FRUITLAND PARK
|YEAR-TO-DATE BUDGET REPORT

THRU MARCH, 2022 50% OF YEAR LAPSED

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FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR: 600 FIRE PENSION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
<u>60522 FIRE PENSION TRUST FUND</u>							
<u>30 OPERATING EXPENSES</u>							
30320 AUDIT FEES	1,000	0	1,000	.00	.00	1,000.00	.0%
30465 SERVICE CONTRACTS	15,000	0	15,000	18,662.00	.00	-3,662.00	124.4%
30496 RETIREMENT BENEFITS	170,000	0	170,000	83,419.41	.00	86,580.59	49.1%
TOTAL OPERATING EXPENSES	186,000	0	186,000	102,081.41	.00	83,918.59	54.9%
TOTAL FIRE PENSION TRUST FUND	186,000	0	186,000	102,081.41	.00	83,918.59	54.9%
TOTAL FIRE PENSION FUND	0	0	0	112,320.72	.00	-112,320.72	100.0%
TOTAL REVENUES	-186,000	0	-186,000	10,239.31	.00	-196,239.31	
TOTAL EXPENSES	186,000	0	186,000	102,081.41	.00	83,918.59	
PRIOR FUND BALANCE				792,031.42			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				-112,320.72			
REVISED FUND BALANCE				679,710.70			

*Pay Out
Pensions*

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
62001 RECREATION REVENUE							
34 CHARGES FOR SERVICES							
34722 SOFTBALL PROGRAM	20,632	-5,000	15,632	5,340.00	.00	10,292.00	34.2%
34724 GIRLS SOFTBALL	3,800	0	3,800	.00	.00	3,800.00	.0%
34726 T-BALL	940	0	940	1,870.00	.00	-930.00	198.9%
34728 SOCCER	8,600	0	8,600	15,630.00	.00	-7,030.00	181.7%
34729 SWIM TEAM	500	0	500	.00	.00	500.00	.0%
34732 BASKETBALL	1,300	0	1,300	.00	.00	1,300.00	.0%
34733 TRICK OR TROT 5K	3,400	0	3,400	.00	.00	3,400.00	.0%
34735 TOURNAMENTS	0	0	0	1,490.00	.00	-1,490.00	100.0%
34736 ARCHERY	3,800	0	3,800	.00	.00	3,800.00	.0%
34737 VOLLEYBALL	530	0	530	.00	.00	530.00	.0%
34738 KICKBALL	1,100	0	1,100	.00	.00	1,100.00	.0%
34739 SUMMER CAMP	18,804	0	18,804	.00	.00	18,804.00	.0%
34740 LOVE RUN 5K	2,382	0	2,382	14,613.05	.00	-12,231.05	613.5%
34750 FLAG FOOTBALL	3,300	0	3,300	2,790.00	.00	510.00	84.5%
34790 RECREATION SIGN	0	0	0	4,533.24	.00	-4,533.24	100.0%
TOTAL CHARGES FOR SERVICES	69,088	-5,000	64,088	46,266.29	.00	17,821.71	72.2%
36 MISC. REVENUE							
36110 INTEREST INCOME	100	0	100	12.48	.00	87.52	12.5%
36600 DONATIONS REC SCHOLARSHIP	0	0	0	2,000.00	.00	-2,000.00	100.0%
36990 MISC REVENUE	500	0	500	340.00	.00	160.00	68.0%
TOTAL MISC. REVENUE	600	0	600	2,352.48	.00	-1,752.48	392.1%
TOTAL RECREATION REVENUE	69,688	-5,000	64,688	48,618.77	.00	16,069.23	75.2%
TOTAL RECREATION FUND	69,688	-5,000	64,688	48,618.77	.00	16,069.23	75.2%
TOTAL REVENUES	69,688	-5,000	64,688	48,618.77	.00	16,069.23	

FOR 2022 06

JOURNAL DETAIL 2022 1 TO 2022 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
620 RECREATION FUND							
62579 RECREATION FUND							
30 OPERATING EXPENSES							
30343 SUMMER CAMP	18,804	0	18,804	.00	.00	18,804.00	.0%
30351 SOFTBALL PROGRAM	24,432	0	24,432	5,374.65	.00	19,057.35	22.0%
30353 TRICK OR TROT 5K	3,400	0	3,400	.00	.00	3,400.00	.0%
30357 SWIM TEAM	500	0	500	.00	.00	500.00	.0%
30360 SOCCER PROGRAM	8,600	0	8,600	5,029.78	.00	3,570.22	58.5%
30361 FLAG FOOTBALL	0	2,500	2,500	3,831.17	.00	-1,331.17	153.2%
30362 VOLLEYBALL	530	0	530	.00	.00	530.00	.0%
30363 T-BALL	940	0	940	24.97	.00	915.03	2.7%
30365 SOCCER FIELD SIGN	0	2,000	2,000	703.54	.00	1,296.46	35.2%
30380 LOVE RUN 5 K	2,382	0	2,382	13,663.33	.00	-11,281.33	573.6%
30470 PRINTING & COPYING	100	0	100	.00	.00	100.00	.0%
30490 MISC EXPENSE	500	0	500	840.00	.00	-340.00	168.0%
TOTAL OPERATING EXPENSES	60,188	4,500	64,688	29,467.44	.00	35,220.56	45.6%
TOTAL RECREATION FUND	60,188	4,500	64,688	29,467.44	.00	35,220.56	45.6%
TOTAL RECREATION FUND	-9,500	9,500	0	19,151.33	.00	19,151.33	100.0%
TOTAL REVENUES	-69,688	5,000	-64,688	48,618.77	.00	-16,069.23	
TOTAL EXPENSES	60,188	4,500	64,688	29,467.44	.00	35,220.56	
PRIOR FUND BALANCE				-8,835.87			
CHANGE IN FUND BALANCE - NET OF REVENUES/EXPENSES				19,151.33			
REVISED FUND BALANCE				10,315.46			

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a**

ITEM TITLE: CITY MANAGER'S REPORT

MEETING DATE: Thursday, May 26, 2022

DATE SUBMITTED: Thursday, May 19, 2022

SUBMITTED BY: City Manager

BRIEF NARRATIVE: City Manager's Report

Economic Development Status Update

FUNDS REQUIRED: None

ATTACHMENTS: None

RECOMMENDATION: City commission discretion

ACTION: None

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6b**

ITEM TITLE: CITY ATTORNEY REPORT

MEETING DATE: May 26, 2022

DATE SUBMITTED: May 19, 2022

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: City Attorney Report

City of Fruitland Park v. State of Florida – Department of Management Services: On February 16, 2022 the City provided wages and FRS calculations to attorney Thomas. The insurance company was provided the full invoice amount. Any update will be provided at the meeting.

Michael and Laurie Fewless v. City of Fruitland Park, Lake County Case No. 2020-CA-000104 (Judge Welke): On December 9, 2021 Plaintiff filed an Amended Complaint. Pre-trial conference is scheduled for April 3, 2023 and trial on April 17, 2023. Mediation is to occur no later than January 3, 2023. Mediation is scheduled to occur via Zoom on July 18, 2022 beginning at 10:00 A.M. The City Manager and I will participate along with attorney Glenn Thomas.

Norman C. Cummins v. Stephen P. Angelillo and City of Fruitland Park, Lake County Case No. 2020-CA-1026 (Judge Davis):

The Court granted Plaintiff's Motion for Summary Judgment and entered a final judgment in the amount of \$249,508.50. A Foreclosure Sale has been set to take place on May 31, 2022 at 11:00 A.M.

FUNDS REQUIRED: None

ATTACHMENTS: None

ACTION: N/A

RECOMMENDATION: N/A

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 7**

ITEM TITLE: Public Comments

MEETING DATE: Thursday, May 26, 2022

DATE SUBMITTED: Monday, May 16, 2022

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: **Item Description:** 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.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2013-023, Public Participation Policy and Chapter 286 Florida Statutes

RECOMMENDATION: None

ACTION: None

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

Select Year:

The 2020 Florida Statutes

[Title XIX](#)[Chapter 286](#)[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.0114 Public meetings; reasonable opportunity to be heard; attorney fees.—

(1) For purposes of this section, “board or commission” means a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision.

(2) Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action. This section does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting. The opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in subsection (4).

(3) The requirements in subsection (2) do not apply to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

(c) A meeting that is exempt from s. [286.011](#); or

(d) A meeting during which the board or 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.

(4) Rules or policies of a board or commission which govern the opportunity to be heard are limited to those that:

(a) Provide guidelines regarding the amount of time an individual has to address the board or commission;

(b) Prescribe procedures for allowing representatives of groups or factions on a proposition to address the board or commission, rather than all members of such groups or factions, at meetings in which a large number of individuals wish to be heard;

(c) Prescribe procedures or forms for an individual to use in order to inform the board or commission of a desire to be heard; to indicate his or her support, opposition, or neutrality on a proposition; and to indicate his or her designation of a representative to speak for him or her or his or her group on a proposition if he or she so chooses; or

(d) Designate a specified period of time for public comment.

(5) If a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

(6) A circuit court has jurisdiction to issue an injunction for the purpose of enforcing this section upon the filing of an application for such injunction by a citizen of this state.

(7)(a) Whenever an action is filed against a board or commission to enforce this section, the court shall assess reasonable attorney fees against such board or commission if the court determines that the defendant to such action acted in violation of this section. The court may assess reasonable attorney fees against the individual filing such an

action if the court finds that the action was filed in bad faith or was frivolous. This paragraph does not apply to a state attorney or his or her duly authorized assistants or an officer charged with enforcing this section.

(b) Whenever a board or commission appeals a court order that has found the board or commission to have violated this section, and such order is affirmed, the court shall assess reasonable attorney fees for the appeal against such board or commission.

(8) An action taken by a board or commission which is found to be in violation of this section is not void as a result of that violation.

History.—s. 1, ch. 2013-227.

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