



FRUITLAND PARK CITY COMMISSION REGULAR MEETING AGENDA

August 25, 2016

City Hall Commission Chambers

506 W. Berckman Street

Fruitland Park, FL 34731

7:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation

Pledge of Allegiance

2. ROLL CALL

3. PRESENTATIONS

(a) **Proclamation - National Public Lands Day – September 24, 2016** (city clerk)

(b) **Presentation - Lake Griffin State Park** (city clerk)

4. COMMUNITY REDVELOPMENT AGENCY

As soon as practical at 7:15 p.m., recess to the Community Redevelopment Agency meeting.

5. LOCAL PLANNING AGENCY

As soon as practical at 7:30 p.m., recess to the Local Planning Agency meeting.

6. 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.

7. CONSENT AGENDA

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

Approval of Minutes (city clerk)

August 11, 2016 regular

8. REGULAR AGENDA

(a) Wastewater Grant Agreements (city treasurer)

Motion to approve grants agreements between the City of Fruitland Park and the State of Florida Department of Environmental Protection, Division of Water Restoration Assistance:

- Agreement LP35081 to provide financial assistance for the Fruitland Park Lady Lake Wastewater Interconnection project for the amount of \$500,000
- Agreement LP35080 to provide financial assistance for the Fruitland Park Capital Lift Station and Force Main project for the amount of \$250,000

(b) July 2016 - EOM Financial Report (city treasurer)

Motion to approve the end-of-month financial report reflecting revenues and expenses through July 31, 2016.

QUASI-JUDICIAL PUBLIC HEARING

(c) First Reading - Ordinance 2016-016 - Comprehensive Plan Amendment - Single Family Medium Density to Commercial - North of CR 466A and West of Rose Street - Applicant: Sunshine Properties and Rentals Inc. (community development director/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM SINGLE FAMILY MEDIUM DENSITY TO COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.04 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A (MILLER STREET) AND WEST OF ROSE STREET; DIRECTING THE CITY CLERK 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; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading and public hearing will be held on September 8, 2016.)

(d) First Reading - Ordinance 2016-017 - Rezoning - R-2 to C-2 - Applicant: Sunshine Properties and Rentals Inc. (community development director/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 1.04 ± ACRES OF THE PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO GENERAL COMMERCIAL

(C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (The second reading and public hearing will be held on September 8, 2016.)

- (e) **First Reading - Wastewater Rates Ordinance 2016-018** (city treasurer/city attorney)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 99, SECTION 99.60 (B) OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WASTEWATER RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading and public hearing will be held on September 8, 2016.)

END OF PUBLIC HEARING

- 9. **NEW BUSINESS**
- 10. **OFFICERS' REPORTS**
 - (a) **City Manager**
 - (b) **City Attorney**
- 11. **COMMISSIONERS' COMMENTS**
 - (a) **Commissioner Ranize**
 - (c) **Commissioner Lewis**
 - (b) **Commissioner Cheshire**
 - (d) **Vice Mayor Gunter, Jr.**
- 12. **MAYOR'S COMMENTS**
- 13. **ADJOURNMENT**

DATES TO REMEMBER (revised)

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

September 5, 2016 Labor Day - City Offices closed

September 8, 2016, Regular City Commission Meeting at 7:00 p.m.

September 9, 2016, Lake County League of Cities' Board of Directors Meeting "Lake County Homeless", Lake Receptions, 4425 N Highway 19-A, Mount Dora, FL 32757 at 12:00 p.m.

September 12, 2016, Parks. Recreation Trails Advisory Board, Lake County Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

September 13, 2016, Lake EMS Operations Committee Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 2:30 p.m.

September 27, 2016, Lake EMS Finance Committee Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 3:30 p.m.

September 22, 2016, Regular City Commission Meeting at 7:00 p.m.

September 27, 2016, Lake EMS Board of Directors Workshop Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 2:30 p.m.

September 28, 2016, Lake County League of Cities' *S2016 Sponsor's Night Event*, Lake Receptions, 4425 N Highway 19-A, Mount Dora, FL 32757 6:00 p.m.

September 28, 2016, Lake~Sumter Metropolitan Planning Organization Governing Board Meeting 1616 S 14 Street, Leesburg, Florida 34748 at 2:00 p.m.

October 13, 2016, Regular City Commission Meeting at 7:00 p.m.

October 14, 2016 Lake County League of Cities' Board of Directors Meeting "MPO Update" , Lake Receptions, 4425 N Highway 19-A, Mount Dora, FL 32757 at 12:00 p.m.

October 26, 2016, Lake~Sumter MPO Governing Board Meeting , 1616 S 14 Street, Leesburg, FL 34748 at 2:00 p.m.

October 27, 2016, Regular City Commission Meeting at 7:00 p.m.

November 1, 2016, General Election at 7:00 a.m.

November 10 2016, Regular City Commission Meeting at 7:00 p.m.

November 11, 2016 City Offices Closed – Veterans Day

November 14, 2016 Lake EMS Employee Committee Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 9:00 a.m.

November 14, 2016, Lake EMS Operations Committee Meeting, Lake Board of County Commission Chambers, 315 West Main St, PO Box 7800, Tavares, Florida 32778 at 10:00 p.m.

November 14, 2016, Parks. Recreation Trails Advisory Board, Lake County Library Services Conference Room, 2401 Woodlea Road, Tavares, Florida 32778 at 3:30 p.m.

November 24, 2016 Regular City Commission Meeting Cancelled – Thanksgiving – City Hall Closed

November 25, 2016 – Day After Thanksgiving - City Hall Closed

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

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

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.



**AGENDA ITEM
NUMBER**

3a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Proclamation – <i>National Public Lands Day September 24, 2016</i>		
For the Meeting of:	August 25, 2016		
Submitted by:	City Clerk		
Date Submitted:	August 18, 2016		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item:			
Action to be Taken:			
Staff's Recommendation:			
Additional Comments: Requested on August 5, 2016 by Ms. Eileen Tramontana, Trout Lake Nature Center Inc. Executive Director.			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor



Proclamation

WHEREAS, America's system of public lands includes parks, unique landscapes, forests, wildlife refuges, historic trails, natural streams and wetlands, nature centers, gardens and other landmark areas throughout the nation that individually and collectively represent national resources; and

WHEREAS, public lands provide locally accessible natural and cultural resources for environmental learning, wildlife appreciation and recreation; and

WHEREAS, public lands promote civic ideals that include shared stewardship and recognition of public ownership; and

WHEREAS, shared stewardship requires the goodwill, cooperation and active support of citizens, community, city and state officials, business leaders, children and adults; and

WHEREAS, recreation opportunities offered by public lands help families lead a more active lifestyle and reduce the incidence of childhood obesity; and

WHEREAS, land conservation efforts improve access to public lands by urban residents and work to break down the barriers that prevent Americans from actively using their public lands; and

WHEREAS, an alliance of private citizens, and managers and community leaders improves the condition of the publicly held lands for the greater enjoyment and enrichment of all Americans; and

WHEREAS, National Public Lands Day, co-sponsored by the National Environmental Education Foundation, the Bureau of Land Management, the Bureau of Reclamation, the Department of Defense, the Environmental Protection Agency, the National Park Service, the USDA Forest Service, and locally by Trout Lake Nature Center, is an annual event for local participation on publicly held lands in Lake County.

Now, therefore, be it proclaimed that I “Christopher J. Bell, Mayor of the City of Fruitland Park, Florida”, on behalf of the city commissioners, do hereby proclaim the September 24, 2016 as *National Public Lands Day* and call upon the people of the City of Fruitland Park to recognize and participate in this special observance. Dated this 25th day of August 2016.

Christopher J. Bell, Mayor
Attest:

Esther Coulson, City Clerk



**AGENDA ITEM
NUMBER
3b**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Presentation – Lake Griffin State Park		
For the Meeting of:	August 25, 2016		
Submitted by:	City Clerk		
Date Submitted:	August 18, 2016		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: Check presentation to the City of Fruitland Park – Florida Recreation Development Assistance Program for the renovation of Gardenia Park.			
Action to be Taken:			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the Regular agenda: _____
Mayor

Esther Coulson

From: Nunlist, Rachel [Rachel.Nunlist@dep.state.fl.us]
Sent: Tuesday, July 12, 2016 3:43 PM
To: Esther Coulson
Subject: Agenda item

Good afternoon. We spoke briefly on the phone earlier regarding the setting of an agenda item for the August 25 commission meeting.

The city recently received a \$100,000 grant from the Florida Recreation Development Assistance Program (FRDAP) for the renovation of Gardenia Park and we have a check we'd love to present to the city.

FRDAP is a competitive grant program administered by the Land and Recreation Grants section. It provides state funds for the acquisition or development of lands for public outdoor recreational use. Eligible applicants include municipal and county governments and other authorized entities with the legal responsibility to provide public outdoor recreation. For the 2016/2017 funding cycle over \$7.3 million dollars was awarded.

Please let me know if you have any additional information or if this is something that would be possible to work in to the meeting.

Thank you for your consideration.

Rachel Nunlist, Park Manager
Lake Griffin State Park



Rachel Nunlist, Park Manager

Lake Griffin State Park
3089 US Highway 441/27
Fruitland Park, FL 34731
Rachel.Nunlist@dep.state.fl.us
Office: 352-360-6760
Cell: 352-267-8265





**AGENDA ITEM
NUMBER
4**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Community Redevelopment Agency Meeting		
For the Meeting of:	August 25, 2016		
Submitted by:	City Treasurer/City Attorney		
Date Submitted:	August 22, 2016		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	CRA Agenda		
Description of Item:			
Action to be Taken: Recess to CRA			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor



**AGENDA ITEM
NUMBER
5**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Local Planning Agency Meeting		
For the Meeting of:	August 25, 2016		
Submitted by:	Community Development Director/City Attorney		
Date Submitted:	August 22, 2016		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	LPA Agenda		
Description of Item:			
Action to be Taken: Recess to LPA			
Staff's Recommendation:			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the regular agenda: _____
Mayor



**AGENDA ITEM
NUMBER
6**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Public Comments			
For the Meeting of:	August 25, 2016			
Submitted by:	City Clerk			
Date Submitted:	August 22, 2016			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Yes			
Description of Item:				
<p>This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.</p> <p>Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.</p>				
Action to be Taken: None.				
Staff's Recommendation:				
Additional Comments:				

Reviewed by: _____
City Manager

Authorized to be placed on the agenda: _____
Mayor

RESOLUTION 2013 -023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A PUBLIC PARTICIPATION POLICY WITH REGARD TO MEETINGS OF CITY BOARDS AND COMMISSIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to adopt a public participation policy for meetings of the City's boards and commissions; and

WHEREAS, the City Commission accordingly desires to pass this Resolution 2013-023 to do so.

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

Section 1. The following Public Participation Policy shall apply to meetings of City boards or commissions as provided herein.

Sec. 1. Citizen's Rights

(a) Definition. For the purposes of this section, "board or commission" means a board or commission of the City of Fruitland Park.

(b) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on a proposition before a City board or commission except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

1. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or commission to act;
2. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
3. A meeting that is exempt from §286.011; or
4. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

Sec. 2. Suspension and Amendment of these Rules

(a) Suspension of these Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the Commission.

(b) Amendment of these Rules: These rules may be amended or new rules adopted by resolution.

- (c) Effect of Variance from Rules: The failure to follow this Public Participation Policy shall not be grounds for invalidating any otherwise lawful act of the City's boards or commissions.

Section 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

Section 3. This Resolution shall become effective immediately upon passage.

RESOLVED this 26 day of September, 2013, by the City Commission of the City of Fruitland Park, Florida.



Christopher J. Bell, Mayor

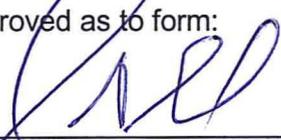
ATTEST:


MARIE AZZOLINO, Acting City Clerk

Passed First Reading 9/26/2013

Passed Second Reading N/A

Approved as to form:


SCOTT A. GERKEN, City Attorney



**AGENDA ITEM
NUMBER
7**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	City Commission Draft Minutes		
For the Meeting of:	August 25, 2016		
Submitted by:	City Clerk		
Date Submitted:	August 22 2016		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: Consideration and approval of the August 11, 2016 meeting minutes.			
Action to be Taken: Approve as submitted.			
Staff's Recommendation: Approval, if there are no amendments or corrections by the city commission.			
Additional Comments:			

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

**FRUITLAND PARK CITY COMMISSION REGULAR MEETING
MINUTES
August 11, 2016**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Berckman Street, Fruitland Park, Florida 34731 on Thursday, August 11, 2016 at 7:00 p.m.

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

Also Present: City Manager Gary La Venia, City Attorney Anita Geraci-Carver, City Treasurer Jeannine Michaud-Racine; Police Chief Michael A. Fewless, Deputy Police Chief Dennis Cutter, Fire Chief Michael Laming; Assistant Fire Chief Don Gilpin; Fire Department Lieutenant Tim Yoder, Kevin Ducharme, Firefighter David Campbell, Fire Department; Community Development Director Charlie Rector, Public Works Director Dale Bogle; Parks and Recreation Director Michelle Yoder, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

After Mayor Bell called the meeting to order at 7:00 p.m., Reverend Jamie Johnson Rush, House of Prayer Deeper Life Church, gave the invocation and Chief Fewless lead in the Pledge of Allegiance to the Flag.

2. ROLL CALL

Upon Mayor Bell's request, Ms. Coulson called the roll and a quorum was declared present.

3. PRESENTATION (revised)

Operation Bless Fruitland Park "Project Generosity" - Pastor Sidney Brock, Heritage Community Church

Pastor Brock gave an update on Operation Bless Fruitland Park's August 14-21, 2016 Project Generosity and the goal of raising \$12,500 earmarked towards the Fruitland Park Elementary School to address its current unmet budgetary needs that was not considered in last year's school district's budget.

Pastor Brock recalled the success of the previous project where funds were raised from various organizations within the city. He explained that the remaining funds to be raised would be used for project legacy earmarked towards funding within other groups within city which the school cannot use.

Pastor Brock addressed the intent to challenge participation from the city commission and business groups; explained that there will a check presentation on August 25, 2016 where invitations have been sent to various officials to attend, tour the campus, and address the school's current condition in hopes of improve its buildings or construct a new school sooner viewed favorably by the school board members.

4. PUBLIC COMMENTS

(a) Charitable Donation

After referring to this day's newspaper article featured in The Villages Daily Sun, Mr. Michael Hurtt, City of Fruitland Park resident, and in response to Pastor Brock's presentation, Mr. Hurtt expressed the willingness of himself and his wife to donate.

(b) Invocation

Mr. Hurtt thanked Reverend Rush for the prayer offered earlier at this evening's meeting.

(c) Library Impact Fees

Mr. Hurtt referred to the July 10, 2016 Daily Commercial newspaper article "Lakes' High Impact Fees Have Champions, Critics"; a copy of which is filed with the supplemental papers to the minutes of this meeting.

In noting Lake County's concerns where impact fees were not collected, Mr. Hurtt questioned the reason and whether the issues have been resolved.

Mr. La Venia responded in the affirmative that the issue was resolved; explained that the impact fees derived from The Villages project who made good on same for the Fruitland Park library, and identified the portion paid for every constructed homes to-date, the subject of his report to be addressed later in this evening's meeting.

After Mr. Rector described The Villages share of approximately \$195,393, Mr. La Venia indicated that the majority of the funding extends back to 2010; recognized the city's share of about \$8,700, and mentioned his plan to request the city commission's approval of same later in this evening's meeting.

After identifying the impact fees collected, Mr. Rector indicated that the city and county never had an agreement to collect library impact fees; recalled how the library was funded (similar to the Cities of Leesburg and Umatilla), and referred to the various grant funds totalling \$1 million received since 2010. He noted the discovery was made by the new county library staff that the city paid no impact fees and subject to negotiations, it was calculated that the city would be paying \$8,700.

5. CONSENT AGENDA

On motion of Commissioner Cheshire, seconded by Vice Mayor Gunter and unanimously carried, the city commission took action on the following items:

(a) Approval of Minutes

Approved the following minutes as submitted:

- i. October 15, 2015 workshop meeting**
- ii. July 12, 2016 budget workshop meeting**

- iii. **July 28, 2016 special meeting,**
- iv. **July 28, 2016 regular meeting**

(b) Resolution 2016-028 - Previously Adopted Resolutions

Adopted Resolution 2016-028 the title of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CORRECTION OF A SCRIVENER'S ERROR IN FISCAL YEAR 2015/2016 BUDGET AMENDMENT RESOLUTIONS; PROVIDING FOR THE CORRECTIONS TO BE MADE TO THE RESOLUTIONS AND FOR THE RESOLUTIONS, AS CORRECTED, TO BE RE-EXECUTED BY THE MAYOR, CITY CLERK AND CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

6. REGULAR AGENDA

(a) Resolution 2016-027 - Budget Amendment BT2016-29 - Service Lift

Ms. Geraci-Carver read into the record proposed Resolution 2016-027, the subject of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE 2015/2016 FISCAL YEAR BUDGET PURSUANT TO SEC. 6.07 OF THE CITY CHARTER TO TRANSFER FUNDS FROM UTILITY FUND CONTINGENCY TO THE UTILITY FUND EQUIPMENT BUDGET; PROVIDING FOR THE AMENDMENT OF THE FISCAL YEAR 2015-2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

After discussion and **on motion of Commissioner Cheshire, seconded by Commissioner Lewis and unanimously carried, the city commission adopted Resolution 2016-028 as previously cited.** (Purchase was authorized at the July 28, 2016 regular meeting.)

By unanimous consent, Mayor Bell opened the public hearings.

SECOND READING AND PUBLIC HEARING

(b) Second Reading and Public Hearing - Ordinance 2016-015 - Amending Chapter 89 Cemeteries

It now being the time advertised to hold a public hearing to consider the enactment of proposed Ordinance 2016-015, Ms. Geraci-Carver read into the record the following title and Mayor Bell called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 89 – CEMETERIES TO INCLUDE DEFINITIONS; PROVIDE FOR

SALE OR TRANSFER OF INTERMENT RIGHTS; DELETING LANGUAGE WHICH IS OBSOLETE; TRANSFERRING RESPONSIBILITY FROM THE CITY CLERK TO THE CITY MANAGER OR DESIGNEE; REPEALING PHASE IN PROVISION; AUTHORIZING THE CITY COMMISSION TO ADOPT RULES AND REGULATIONS FOR CITY CEMETERIES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on July 28, 2016.)

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

A motion was made by Commissioner Lewis that the city commission enact Ordinance 2016-015 to become effective immediately as provided by law.

After considerable discussion **the motion was seconded by Commissioner Cheshire.**

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

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

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

7. NEW BUSINESS

There was no new business to come before the city commission at this time.

By unanimous consent, Mayor Bell took the following items out of order on this evening's agenda.

8. OFFICERS' REPORTS

(b) City Attorney

i. George Fernandez v. City of Fruitland Park - Civil Action

Ms. Geraci-Carver referred to her recent conversations with Ms. Stephanie McColloch, attorney at McLin Burnsed; reported that she filed a motion to dismiss the above-captioned lawsuit, and relayed that there would be no hearing in the federal case. Ms. Geraci-Carver explained that the judge is expected to review the pleading before making a decision and that Ms. McColloch will let her know as soon as she receives any information.

ii. Angelica Dobruck v. Lake County Sheriff Gary S. Borders et al - DAVID System

Ms. Geraci-Carver referred to the Driving/Driver and Vehicle Information Database system lawsuit served throughout many agencies in the state. She indicated that the law firm is reviewing the subject matter to provide the city's insurance company -- with the anticipation that Ms. McColloch would have additional time to represent the city and respond to the complaint -- and addressed the intent to keep the city commission apprised.

iii. Movie Night

On behalf of the city commission, Mayor Bell thanked Ms. Geraci-Carver for sponsoring the "Zootopia" movie-on-the-lawn back to school event that took place on Friday, August 5, 2016 at 8:30 p.m.

Upon Mayor Bell's request, Ms. Yoder gave a report of the event in question which she stated was successful.

(a) City Manager

i. Concrete Poles

Mr. La Venia noted the available funds in the budget to purchase four 40 foot concrete poles for \$2,000, sold at cost and installed free of charge, from the City of Leesburg. He recommended using the two poles for banners hoisted on Berckman Street and replacing two light poles at the two basketball courts at Veterans Park.

ii. Library Impact Fees

Mr. La Venia referred to previous discussions held earlier at this evening's meeting regarding library impact fees and reported on the new homes built since 2010. He requested permission to pay Lake County the portion of the city's impact fees of approximately \$8,700 to secure and proceed with the grant process for consideration at the first county commission meeting in September 2016 and noted the remaining funds to be coming from The Villages.

On motion of Commissioner Cheshire, seconded by Vice Mayor Gunter and unanimously carried, the city commission approved the city manager's recommendation to authorize the payment of \$8,786 in impact fees to Lake County and proceed with the grant process, as previously cited.

Lengthy discussions ensued on Commissioner Ranize' request for the city commission to be provided with the county's last annual audit.

iii. Vehicle Replacement

Mr. La Venia recognized the need for a new vehicle for the administration staff; noted that the blue Chevy Impala is inoperable, and recognized funds in the capital improvement plan. He requested that the city commission approve replacing the current vehicle with a 2017 Ford from Bartow Ford for \$17,400.

Mayor Bell requested that more information be provided on the next city commission agenda for consideration.

After discussion, Mr. La Venia confirmed, in the affirmative in response to a question posed by Commissioner Lewis, that staff will review comparable prices from Bartow Ford Company and AutoNation Ford Bradenton dealerships.

iv. Fire Department Budget

The city commission discussed at length its position on the fire department's staff coverage and response times to service calls for city residents; clarification required for Mr. La Venia to ensure the FY 2016-17 budget is in order, and the need to work on an immediate plan.

A motion was made by Vice Mayor Gunter that the city commission direct the city manager to contact Lake County Fire Rescue Division to determine the costs of providing full time services for the City of Fruitland Park.

Following extensive deliberations, **Commissioner Cheshire seconded the motion on the floor.**

After discussion, **Mayor Bell restated the motion on the floor to direct the city manager to contact Lake County Fire Rescue Division to determine the costs and provide figures for full time services before the city commission makes a decision.**

Commissioner Ranize requested that Mr. La Venia be authorized to contact the county to find out whether the percentage of the fire impact fee is the total fire rescue division's budget and report back to the city commission before making a decision.

Considerable discussion ensued and **Mayor Bell restated the motion on the floor to direct the city manager to explore options with Lake County Fire Rescue Division to determine the costs and provide figures for full time services to the city commission for consideration at the next meeting.**

After discussion, Ms. Geraci-Carver responded to Vice Mayor Gunter that no one has to make any disclosures in this regard.

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

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

The motion was declared carried on a three-to-two (3-2) vote.

After discussion, Commissioner Cheshire requested that the fire department staff provide what they envision on the number of firefighters; their hours, whether they would be paid, and if the system would be hybrid and make comparisons with the city and the county.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Lewis

Commissioner Lewis stated that he have no comments at this time.

(b) Commissioner Ranize

i. Fire Department Budget

Commissioner Ranize requested that Mr. La Venia and Chief Laming work with the county's fire rescue division; district and other municipal fire chiefs in the surrounding area by the next meeting; provide information offering a hybrid system or full time fire services staffed in a hybrid manner, and submit the city's FY 2016-17 budget (based on a unanimous vote or four to one vote including the \$103,000 in the fire department's budget) in order for the city commission to determine the county's fire rescue provision of services -- acknowledging what the firefighter volunteers' skills have brought for the last 40 years to the city.

ii. Code Enforcement

In response to a question posed by Commissioner Ranize, Mr. Rector acknowledged that the new independent code enforcement contractor will be retained on August 22, 2016; she will tour the city, and will be subsequently introduced.

(c) Commissioner Cheshire – Fire Department Budget

Commissioner Cheshire expressed his disappointment on the results of the fire department budget and mentioned his requests made on the response times provided by the Town of Lady Lake who contracts fire rescue service with the county.

(d) Vice Mayor Gunter, Jr.

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

10. MAYOR'S COMMENTS

(i) Fire Department Budget

Mayor Bell voiced his concurrence with Commissioner Cheshire's remarks on the need for a fire department backup plan which the city commission implemented at this evening's meeting.

(ii) CR 466A

Mayor Bell reported that he travelled on CR 466A and used the new traffic signals that is currently operational on said roadway. CR 466A

(iii) Dates to Remember

Mayor Bell noted the following dates:

- August 12, 2016, Lake County League of Cities Ethics Training at 601 Northshore Drive, Eustis, FL 32726 at 9:00 a.m.
- August 18-20, 2016, Florida League of Cities' 2016 90th Annual Conference at Diplomat Resort, Hollywood, Florida, 33020 at 7:30 a.m.
- August 25, 2016, Special City Commission Meeting at 6:00 p.m. with the State of Florida Historical Resources Division's presentation on the Fruitland Park Casino;
- August 25, 2016, Regular City Commission Meeting at 7:00 p.m.
- August 26, 2016 "Ribbon-Cutting" Pine Hills Postal and Neighborhood Recreation Center, 3422 Moyer Loop, The Villages, FL 32163 at 10:00 a.m.;
- August 30, 2016, Primary Election at 7:00 a.m.;
- September 2, 2016, "Ribbon-Cutting", Moyer Village Recreation Center, 3000 Moyer Loop, The Villages, FL 32163 at 10:00 a.m., and
- September 5, 2016, Labor Day - City Offices closed

11. ADJOURNMENT

There being no further business to come before the city commission at this time, on motion made, second and unanimously carried, the meeting adjourned at 8:21 p.m.

The minutes were approved at the August 11, 2016 regular meeting.

Signed _____
Esther B. Coulson, City Clerk

Signed _____
Christopher Bell, Mayor



**AGENDA ITEM
NUMBER**

8a

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	Wastewater Grant Agreements		
For the Meeting of:	August 25, 2016		
Submitted by:	City Treasurer		
Date Submitted:	August 16, 2016		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: Accept \$500,000 grant for Lady Lake Wastewater Interconnection Project and \$250,000 grant for capital lift station and force main project agreements. Approve the two agreements between the City of Fruitland Park and the State of Florida Department of Environmental Protection Division of Water Restoration Assistance.			
Action to be Taken: Approval			
Staff's Recommendation: Approval			
Additional Comments:			

Reviewed by: _____
City Manager

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

DEP AGREEMENT NO. LP35081

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF FRUITLAND PARK, whose address is 506 West Berckman Street, Fruitland Park, Florida 34731 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Fruitland Park Lady Lake Wastewater Interconnection project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by

the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the

Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any

other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or

- ii. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) at the time of execution for this Agreement is identified below:

Tim Banks, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2969
E-mail Address:	Timothy.Banks@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Jeannine Michaud, or Successor	
City Treasurer	
City of Fruitland Park	
506 West Berckman Street	
Fruitland Park, Florida 34731	
Telephone No.:	352-360-6545
Fax No.:	352-360-6686
E-mail Address:	JMichaud@FruitlandPark.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

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

20. EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. RESERVED.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department 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.
- iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute

one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF FRUITLAND PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
City Manager

By: _____
Secretary or designee

Gary La Venia, City Manager
Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Tim Banks, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

FEID No.:59-6031169

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Fruitland Park Lady Lake Wastewater Interconnection

PROJECT LOCATION: The Project will be located in the within the City of Fruitland Park, and the Town of Lady Lake in Lake County, Florida. See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of Fruitland Park's (Grantee) Wastewater Master Plan, completed in June 2011, identified a number of issues with the City's wastewater treatment plant that prevent it from effectively providing the required level of nutrient removal. Constructing an interconnect with the Town of Lady Lake will improve the level of wastewater treatment and reduce the present and future impact of nutrients on groundwater supplies.

PROJECT DESCRIPTION: The Grantee will construct 10,150 linear feet of 8-inch sanitary sewer force main, a 150,000-gallon wastewater surge tank, and a 500 gallon per minute pump station to send wastewater from the City of Fruitland Park to the Town of Lady Lake for treatment at the Town of Lady Lake's wastewater treatment plant. The existing City of Fruitland Park wastewater treatment plant will be demolished after the new facilities are placed into service.

TASKS and DELIVERABLES:

Task 1: Bidding and Contractor Selection

Task Description: The Grantee will subcontract the construction of the sanitary sewer force main, surge tank, and pump station with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverables: Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; and 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Project Management

Task Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress status summaries including summary of inspection(s), representative photos, meeting

minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must be submitted five days prior to each payment request and may be submitted no more frequently than monthly.

Task 3: Construction

Task Description: The Grantee will construct a sanitary sewer force main, surge tank, and pump station in accordance with the final design(s) and required permits. Construction under this agreement is the final phase of construction leading to a completed project. Engineering oversight will be provided by a contracted entity.

Deliverable 3a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, and 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted five days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each monthly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that month under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 3b: Sanitary force main, surge tank, and pump station constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being

performed in accordance with the Grantee’s construction contract documents and specifications. Upon review and written approval by the Department’s Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

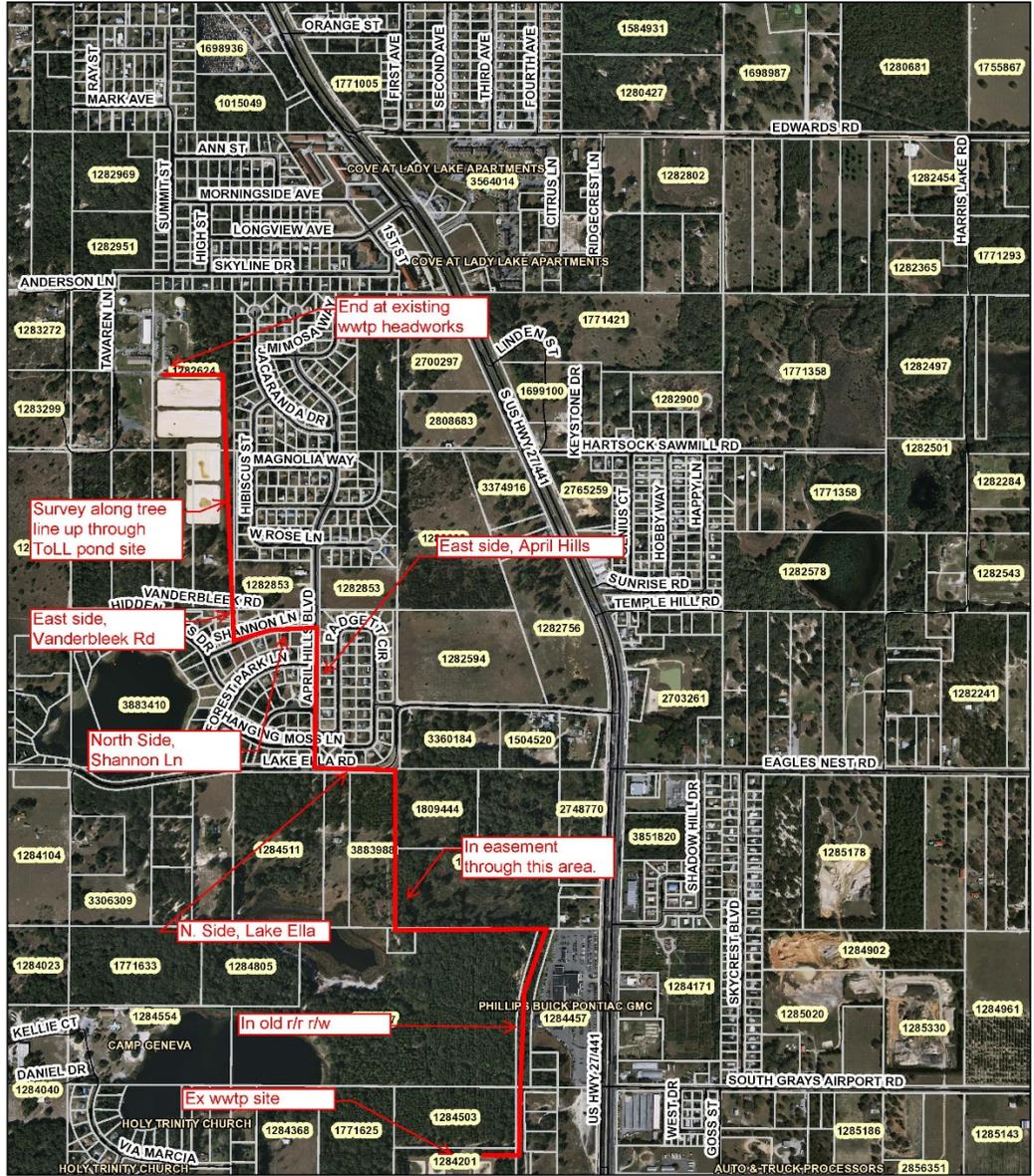
Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by and all deliverables received by the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$3,500	7/1/2016	6/30/2017
2	Project Management	Contractual Services	\$19,900	7/1/2016	12/31/2018
3	Construction	Contractual Services	\$476,600	7/1/2016	12/31/2018
Total Budget:			\$500,000		

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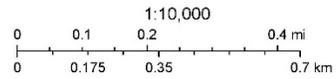
FRUITLAND PARK LADY LAKE WASTEWATER INTERCONNECT



February 15, 2016

- Street Names
- Local Streets
- Property Name
- Tax Parcels Alternate Key
- Tax Parcels
- Surrounding Counties

Figure 1



**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable	Task Budget
Number(s): _____	Amount: \$ _____ -

Grantee:
(Name & Mailing Address)

Grantee Contact: _____
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS*

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE*

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **SRF** . When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to: SRF_Reporting@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Tim Banks 8520-245-2969

Timothy.banks@dep.state.fl.us

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP35081		
Grantee Name:	City of Fruitland Park		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP35081 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	500,000.00	140047

Total Award					\$500,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP AGREEMENT NO. LP35080

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF FRUITLAND PARK, whose address is 506 West Berckman Street, Fruitland Park, Florida 34731 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Fruitland Park Capital Lift Station and Force Main project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$250,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by

the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the

Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any

other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or

- ii. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) at the time of execution for this Agreement is identified below:

Tim Banks, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2969
E-mail Address:	Timothy.Banks@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Jeannine Michaud, or Successor	
City Treasurer	
City of Fruitland Park	
506 West Berckman Street	
Fruitland Park, Florida 34731	
Telephone No.:	352-360-6545
Fax No.:	352-360-6686
E-mail Address:	JMichaud@FruitlandPark.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

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

20. EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. RESERVED.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department 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.
- iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute

one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF FRUITLAND PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
City Manager

By: _____
Secretary or designee

Gary La Venia, City Manager

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Tim Banks, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

FEID No.:59-6031169

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Fruitland Park Capital Lift Station and Force Main

PROJECT LOCATION: The Project will be located within the City of Fruitland Park in Lake County, Florida.

PROJECT BACKGROUND: The Villages is a substantial residential development in the western portion of the City of Fruitland Park (Grantee), south of County Road 466A. This project will connect portions of The Villages to the City of Fruitland Park's wastewater collection system, preventing the installation of septic tanks, and reducing the impact of nutrients on groundwater supplies.

PROJECT DESCRIPTION: The Grantee will construct 8,914 linear feet of 10-inch sanitary sewer force main, 1,201 linear feet of 8-inch sanitary sewer force main, and a 1,200 gallon per minute lift station to connect two portions of existing sanitary sewer force mains, extending wastewater collection and treatment to portions of The Villages within the City of Fruitland Park.

TASKS and DELIVERABLES:

Task 1: Project Management

Task Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must be submitted five days prior to each payment request and may be submitted no more frequently than monthly.

Task 2: Construction

Task Description: The Grantee will construct a sanitary sewer force main and lift station in accordance with the final design(s) and required permits. Construction under this agreement is the final phase, which will result in a completed project. Engineering oversight will be provided by a contracted entity.

Deliverable 2a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, and 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted five days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written

acceptance of each interim deliverable submittal by the Department’s Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor’s Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 2b: Sanitary force main and lift station constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department’s Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee’s construction contract documents and specifications. Upon review and written approval by the Department’s Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by and all deliverables received by the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Project Management	Contractual Services	\$20,500	7/1/2016	6/30/2018
2	Construction	Contractual Services	\$229,500	7/1/2016	6/30/2018
Total Grant Funding			\$250,000		

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable _____ Task Budget
 Number(s): _____ Amount: \$ _____ -

Grantee: _____
 (Name & Mailing Address) _____

Grantee Contact: _____
 (Name & Phone) _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS*

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE*

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **SRF**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to: SRF_Reporting@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Tim Banks 8520-245-2969

Timothy.banks@dep.state.fl.us

ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP35080		
Grantee Name:	City of Fruitland Park		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP35080 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	250,000.00	140047

Total Award					\$250,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



**AGENDA ITEM
NUMBER**

8b

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	July 2016 EOM Financial Report		
For the Meeting of:	August 25, 2016		
Submitted by:	City Treasurer		
Date Submitted:	August 15, 2016		
Are Funds Required:		Yes	<input checked="" type="checkbox"/> No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Yes		
Description of Item: July 2016 Financial Report. The Financial Report shows revenues and expenses for all funds through July 31, 2016. The June Financial Report reflects the revenues and expenses for the General and Utility Funds minus restricted revenue and expenses to reflect a more accurate financial picture. The balance of the restricted funds as of July 31, 2016 are also included.			
Action to be Taken: Review and approve July 2016 Financial Report			
Staff's Recommendation: Approve July 2016 Financial Report			
Additional Comments:			

Reviewed by: _____
City Manager

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



**CITY OF FRUITLAND PARK
MEMORANDUM**

To: Honorable Mayor, Commission Members, City Manager, and City Clerk
 From: Jeannine Michaud, City Treasurer *JRM*
 Date: August 15, 2016
 Subject: Final Year-To-Date Budget Report
 For the period ending July 31, 2016

Attached is the Final **July 2016 Year to Date Budget Report**, reflecting revenues and expenses through July 31, 2016. At the end of July, 83% of the fiscal year has lapsed. During the month of July 374 invoices were processed totaling \$343,910.

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

	Revenue	% Collected	Expenditures	% Expensed
General Fund	\$ 5,539,078	92%	\$ 3,954,473	66%
Restricted Funds	\$ (2,678,152)	-44%	\$ (1,043,961)	-17%
Grand Total	\$ 2,860,926	47%	\$ 2,910,512	48%
General Fund		Rev vs Exp	\$ (49,586)	

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

	Revenue	% Collected	Expenditures	% Expensed
Utility Fund	\$ 1,044,080	26%	\$ 992,181	24%
Restricted Funds	\$ (371,143)	-9%	\$ (239,849)	6%
Grand Total	\$ 672,937	17%	\$ 752,332	19%
Utility Fund		Rev vs Exp	\$ (79,394)	

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

	Revenue	% Collected	Expenditures	% Expensed
General Fund	\$ 5,539,078	108%	\$ 3,954,473	77%
Redevelopment	\$ 228,297	48%	\$ 428,009	90%
Capital Projects	\$ 297,207	63%	\$ 206,268	44%
Utility Fund	\$ 1,044,080	26%	\$ 992,181	24%
Recreation Fund	\$ 34,846	65%	\$ 37,927	71%
Grand Total	\$ 7,143,508		\$ 5,618,858	

A simplified analysis of the General Fund revenues versus expenses (minus restricted revenues and expenses) indicates a decrease of approximately (\$49,586) in unrestricted reserves at this point in time.

A simplified analysis of the Utility Fund revenues versus expenses (minus restricted revenues and expenses) indicates a decrease of approximately (\$79,394) retained earnings at this point in time.

Balance of Restricted Funds at the end of July:

<u>General Fund</u>		<u>Utility Fund</u>	
Public Safety Capital Improvement	\$1,508,116	Sewer Line Construction	\$2,264,088
Storm water	\$246,144	Sewer Impact	\$212,354
Building	\$959,271	<u>Water Impact</u>	<u>\$427,195</u>
Police Forfeiture	\$ 3,323	Total Restricted	\$2,903,638
Cemetery	\$ 66,315		
Police Education	\$ 8,942	<u>Other Funds</u>	
Police Equipment & Automation	\$ 0	Redevelopment	\$247,397
<u>Police & Fire Fee Refunds</u>	<u>\$103,976</u>	Infrastructure/Sales Surtax	\$633,006
Total Restricted	\$2,896,086	Recreation	\$10,186

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

We have \$5.549 million in SBOA investments. The SBA investment summary shows all restricted fund balances at the end of June 2016. The funds also includes the Sewer Construction Loan received in January. Please see the Investments attachment for details.

We have \$7.909 million in various accounts (USB Bank, SBOA Investments and Certificate of Deposits. Please see the Summary of Cash Accounts by Funds attachment for details.

Charity account has a \$522 balance at the end of July. Please see me if you have any questions or comments regarding this report.

Attachments:
 Budget Summary – GF & Utility
 SBOA Investments Summary
 Cash Summary
 Year to Date Budget – July 2016

CITY OF FRUITLAND PARK
July 2016
YTD BUDGET REPORT SUMMARY - EXPENSES

July
83.3%

		Original	Tranfrs/ Adjstmts	Revised	YTD	YTD	Available	%	%	Expend	Used	
		Budget		Budget	Expended	Encumb	Budget	Expended	Used	-Over	-Over	Expended
										Under	Under	
GENERAL FUND												
01511	LEGISLATIVE	63,679	-720	62,959	42,844	0	20,115	68.1%	68.1%	15.2%	15.2%	Under
01512	EXECUTIVE	302,170	29,920	332,090	281,343	1,980	48,767	84.7%	85.3%	-1.4%	-2.0%	OVER
01513	FINANCE	228,399	-25,630	202,769	153,636		49,133	75.8%	75.8%	7.5%	7.5%	Under
01514	LEGAL COUNSEL	76,400		76,400	58,442		17,958	76.5%	76.5%	6.8%	6.8%	Under
01519	OTHER GEN GOVT SERVICES	263,585	25,975	289,560	263,865	6,473	19,221	91.1%	93.4%	-7.8%	-10.1%	OVER
01521	LAW ENFORCEMENT	1,174,570	20,441	1,195,011	981,579	11,014	202,417	82.1%	83.1%	1.2%	0.2%	Under
01522	FIRE CONTROL	232,389	26,422	258,811	182,457	15,363	60,991	70.5%	76.4%	12.8%	6.9%	Under
01524	BUILDING & ZONING	453,985	867,400	1,321,385	967,616	37,935	315,834	73.2%	76.1%	10.1%	7.2%	Under
01534	SOLID WASTE	418,715		418,715	295,204		123,511	70.5%	70.5%	12.8%	12.8%	Under
01538	STORMWATER MANAGEMENT	14,975		14,975	5,625	1,875	7,475	37.6%	50.1%	45.7%	33.2%	Under
01541	ROAD & STREET	264,263		264,263	199,385	5,700	59,178	75.4%	77.6%	7.9%	5.7%	Under
01571	LIBRARY	236,005	992,423	1,228,428	254,125	104,552	869,751	20.7%	29.2%	62.6%	54.1%	Under
01572	MUNICIPAL POOL	71,146		71,146	48,264		22,882	67.8%	67.8%	15.5%	15.5%	Under
01573	PARKS/RECREATION MAINT	152,255	13,098	165,353	129,706		35,647	78.4%	78.4%	4.9%	4.9%	Under
01574	RECREATION	123,006		123,006	90,382	916	31,707	73.5%	74.2%	9.8%	9.1%	Under
FUND 001	TOTAL GENERAL FUND	4,075,541	1,949,329	6,024,870	3,954,473	185,809	1,884,588	65.6%	68.7%	17.7%	14.6%	Under
Expend												
		Original	Tranfrs/ Adjstmts	Revised	YTD	YTD	Available	%	%	-Over	Over	
		Budget		Budget	Expended	Encumb	Budget	Expended	Used	Under	Under	Expended
UTILITY FUND												
40533	WATER	668,687		668,687	482,750	13,579	172,358	72.2%	74.2%	11.1%	9.1%	Under
40535	SEWER	3,277,871		3,277,871	409,431	87,938	2,780,502	12.5%	15.2%	70.8%	68.1%	Under
40581	INTERFUND TRANSFERS TO GF	120,000		120,000	100,000		20,000	83.3%	83.3%	0.0%	0.0%	Under
FUND 400	TOTAL UTILITY FUND	4,066,558	0	4,066,558	992,181	101,517	2,972,861	24.4%	26.9%	58.9%	56.4%	Under

Florida State Board of Administration Investments

AS OF: **July 31, 2016**

<u>31-May-16</u>		Previous Balance	Deposits	Withdrawal	Audit Entry	SBA		Ending Balance	
						Interest	Due T/F		
General Fund-01000									
15100	Unrestricted	397,155.80				1,151.11	-226,224.03	172,082.88	
	Restricted								Restricted
15140	Cemetery	71,308.75						71,308.75	1,712,939.66
15117	Police Impact	509,274.19						509,274.19	
15118	Fire Impact	878,523.68						878,523.68	
15110	Police Education (2nd \$)	10,051.00						10,051.00	
15111	Police Drug Forfeiture	3,323.38						3,323.38	
15113	Police Automation	55.71						55.71	Total GF
15125	Stormwater	240,402.95						240,402.95	1,885,022.54
Redevelopment Trust Fund-20000									
15100	Redevelopment	148,476.84				81.00	-410.49	148,147.35	
	Unrestricted	0.00						0.00	
General CIP/Infrastructure- 30000									
15112	Infrastructure	505,112.70				275.55	27,617.86	533,006.11	
	Unrestricted	0.00						0.00	
Utility Fund - 40000									
15100	Unrestricted	-155,003.84				184.22	202,487.95	47,668.33	Restricted
	Restricted								2,783,049.33
15107	SRF Debt Service	68,834.23						68,834.23	
15115	Sewer Impact	21,394.50						21,394.50	
15116	Water Impact	402,471.48						402,471.48	Total Utility
15135	Sewer Lines Construction Loan	2,289,100.35				1,248.77		2,290,349.12	2,830,717.66
Fire Pension - 60000									
15103	Restricted	145,932.81				79.61	-3,940.73	142,071.69	
Recreation Fund - 62000									
15104	Unrestricted	9,711.51				5.30	469.44	10,186.25	
Total Funds		5,546,126.04				3,025.56		5,549,151.60	
Statement									
Account	151321	5,546,126.04				3,025.56		5,549,151.60	
	Unrealized Gain								
	Total Statements	5,546,126.04					0.00	5,549,151.60	

0.00

0.00

SUMMARY OF
CASH ACCOUNTS
BY FUNDS

AS OF: 31-Jul-2016

	SBOA Investments	USB	Citizens	CDs	Edward Jones	Total	Total Fund
General Fund	\$ 1,885,023	\$ 1,404,433	\$ -		Center	\$ 3,289,456	\$ 3,394,334 GF
Police/Fire Fee		\$ 103,976				\$ 103,976	
Payroll		\$ 902				\$ 902	
Redevelopment	\$ 148,147			\$ 100,000	Citizens	\$ 248,147	\$ 248,147 Redevp
Capital Projects	\$ 533,006			\$ 100,000	Citizens	\$ 633,006	\$ 633,006 CIP
Utility Fund	\$ 2,830,718			\$ 100,000	Citizens	\$ 2,930,718	\$ 3,164,698 Utility
Utility Deposit		\$ 133,980		\$ 100,000	Citizens	\$ 100,000	
Utility Deposit						\$ 133,980	
Municipal FF	\$ 142,072					\$ 316,335	\$ 458,407 FF Pension
Recreation	\$ 10,186					\$ 10,186	\$ 10,186 Rec
Total Funds	\$ 5,549,152	\$ 1,643,291	\$ -	\$ 400,000		\$ 7,908,778	\$ 7,908,778

FOR 2016 10

JOURNAL DETAIL 2015 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01001 GENERAL FUND REVENUES							
31 TAXES							
31110 AD VALOREM TAXES	-798,566	.00	-798,566.00	-786,181.07	.00	-12,384.93	98.4%
31120 DELINQUENT AD VALOREM TAX <i>may be \$1,500</i>	-15,000	.00	-15,000.00	-130.00	.00	-14,870.00	.9%
31230 LOCAL OPTION FUEL TAX	-87,384	-16,000.00	-103,384.00	-81,527.42	.00	-21,856.58	78.9%
31251 FIRE INS PREM TAX PENSION	-21,000	.00	-21,000.00	.00	.00	-21,000.00	.0%
31310 ELECTRIC FRANCHISE FEE	-381,400	.00	-381,400.00	-210,097.10	.00	-171,302.90	55.1%
31340 GAS FRANCHISE FEE	-22,600	6,400.00	-16,200.00	-13,253.58	.00	-2,946.42	81.8%
31390 GARBAGE FRANCHISE FEE	-54,150	-1,300.00	-55,450.00	-46,633.61	.00	-8,816.39	84.1%
31410 ELECTRIC UTILITY TAX	-387,000	20,000.00	-367,000.00	-266,003.32	.00	-100,996.68	72.5%
31421 COMMUNICATIONS SERVICE TAX	-212,000	42,463.00	-169,537.00	-142,337.44	.00	-27,199.56	84.0%
31430 WATER UTILITY TAX	-51,500	-23,000.00	-74,500.00	-64,197.59	.00	-10,302.41	86.2%
31440 GAS UTILITY TAX	-30,900	.00	-30,900.00	-15,143.21	.00	-15,756.79	49.0%
31480 PROPANE UTILITY TAX	0	.00	.00	-445.72	.00	445.72	100.0%
TOTAL TAXES	-2,061,500	28,563.00	-2,032,937.00	-1,625,950.06	.00	-406,986.94	80.0%
32 LICENSES & PERMITS							
32100 CITY BUSINESS RECEIPT TAX	-23,000	.00	-23,000.00	-21,576.91	.00	-1,423.09	93.8%
32110 DEL CITY OCCUPATIONAL LIC	-200	.00	-200.00	-3.80	.00	-196.20	1.9%
32200 BUILDING PERMIT A	-432,000	-873,000.00	-1,305,000.00	-1,784,737.93	.00	479,737.93	136.8%
32201 BUILDING PERMIT B	-26,000	.00	-26,000.00	-24,775.34	.00	-1,224.66	95.3%
32900 HIGHWAY SIGN PERMITS	0	.00	.00	-3.00	.00	3.00	100.0%
32902 CEMETERY PERMITS	-100	.00	-100.00	-80.00	.00	-20.00	80.0%
TOTAL LICENSES & PERMITS	-481,300	-873,000.00	-1,354,300.00	-1,831,176.98	.00	476,876.98	135.2%
33 INTERGOVERN. REVENUE							
33121 BULLETPROOF VEST GRANT	0	-5,736.00	-5,736.00	.00	.00	-5,736.00	.0%
33421 GRANT BYRNE/JAG	0	-1,500.00	-1,500.00	.00	.00	-1,500.00	.0%
33512 STATE REVENUE SHARING	-126,655	.00	-126,655.00	-102,518.29	.00	-24,136.71	80.9%
33514 MOBILE HOME LICENSES	-16,000	.00	-16,000.00	-11,368.82	.00	-4,631.18	71.1%
33515 ALCOHOLIC BEV LICENSE	-2,000	.00	-2,000.00	-1,510.26	.00	-489.74	75.5%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCY USED
33518 LOCAL GOVT 1/2C SALES TAX	-237,762	-6,800	-244,562	-182,864.40	.00	-61,697.60	74.8%
33770 COUNTY LIBRARY APPROPRIAT	-65,000	0	-65,000	-48,473.28	.00	-16,526.72	74.6%
33776 LAKE CO LIBRARY CONSTRUCTION	0	-991,423	-991,423	.00	.00	-991,423.00	.0%
33820 COUNTY BUSINESS TAX RECEIPT	-2,700	0	-2,700	-1,023.94	.00	-1,676.06	37.9%
33830 COUNTY ONE CENT GAS TAX	-35,000	0	-35,000	-24,149.57	.00	-10,850.43	69.0%
TOTAL INTERGOVERN. REVENUE	-485,117	-1,005,459	-1,490,576	-371,908.56	.00	-1,118,667.44	25.0%

34 CHARGES FOR SERVICES

33548 FDOT TRAFFIC SIGNAL MAINTENAN	-3,500	-2,580	-6,080	-6,080.00	.00	.00	100.0%
34120 ZONING FEES	-10,000	-24,000	-34,000	-22,893.70	.00	-11,106.30	67.3%
34122 ANNEXATION FEES	-500	0	-500	-400.00	.00	-100.00	80.0%
34125 COMPREHENSIVE PLAN	0	-200	-200	-200.00	.00	.00	100.0%
34131 SITE (PROPERTY) PLAN FEE	-250	-3,400	-3,650	-3,586.52	.00	-63.48	98.3%
34132 PLAN (STRUCTURE) REVIEW FEE	-7,000	-5,000	-12,000	-9,519.79	.00	-2,480.21	79.3%
34140 CERTIFICATION AND COPYING	-2,200	0	-2,200	-1,448.61	.00	-751.39	65.8%
34220 FIRE INSPECTION FEES	-7,700	-900	-8,600	-8,225.00	.00	-375.00	95.6%
34335 OTHER REVENUES	0	-3,170	-3,170	-27,301.00	.00	24,131.00	861.2%
34340 SOLID WASTE COLLECTION	-203,200	0	-203,200	-164,517.93	.00	-38,682.07	81.0%
34341 SOLID WASTE DISPOSAL	-177,800	0	-177,800	-153,659.70	.00	-24,140.30	86.4%
34342 YARDWASTE COLLECTION	-35,560	0	-35,560	-25,095.67	.00	-10,464.33	70.6%
34343 YARDWASTE DISPOSAL	-11,200	0	-11,200	-9,435.53	.00	-1,764.47	84.2%
34344 RECYCLE	-43,700	0	-43,700	-33,538.69	.00	-10,161.31	76.7%
34345 ADMIN FEE-GARBAGE BILLING	-52,000	0	-52,000	-46,089.29	.00	-5,910.71	88.6%
34346 ADM. FEE-IMPACT FEE	-1,000	-1,000	-2,000	-1,600.00	.00	-400.00	80.0%
34391 STORMWATER FEE	-45,700	0	-45,700	-37,966.00	.00	-7,734.00	83.1%
34393 REG ABANDONED PROPERTY	-12,000	0	-12,000	-9,250.00	.00	-2,750.00	77.1%
34712 LIBRARY FEE OUT/COUNTY	-2,200	0	-2,200	-180.00	.00	-2,020.00	8.2%
34715 HOME TOWN CHRISTMAS PROCEEDS	0	-120	-120	-120.00	.00	.00	100.0%
34717 FP DAY PROCEEDS	-1,200	-833	-2,033	-2,033.00	.00	.00	100.0%
34718 FRUITLAND PARK DAY SPONSOR	-100	0	-100	.00	.00	-100.00	.0%
34719 CONCESSIONS POOL	-8,500	0	-8,500	-2,216.90	.00	-6,283.10	26.1%
34720 POOL FEES	-8,500	0	-8,500	-8,560.86	.00	60.86	100.7%
34721 RECREATION FEES POOL OTHER	-500	0	-500	-102.00	.00	-398.00	20.4%
34725 POOL SWIM PROG/LESSONS	-5,100	0	-5,100	-5,501.00	.00	401.00	107.9%
34755 RENT RECREATION FACILITY	0	-1,200	-1,200	-1,360.00	.00	160.00	113.3%
34900 LIEN SEARCH FEE	-2,000	-2,500	-4,500	-4,310.00	.00	-190.00	95.8%
TOTAL CHARGES FOR SERVICES	-641,410	-44,903	-686,313	-585,191.19	.00	-101,121.81	85.3%

35 FINES & FORFEITURES

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCY USED
35110 TRAFFIC COURT FINES & FORFEIT	-25,000	14,500	-10,500	-8,067.58	.00	-2,432.42	76.8%
35130 POLICE EDUCATION FUND 2ND \$	-7,500	6,200	-1,300	-959.79	.00	-340.21	73.8%
35200 LIBRARY FINES	-2,700	0	-2,700	-2,028.41	.00	-671.59	75.1%
35410 VIOLATIONS OF LOCAL ORDIN	-1,000	0	-1,000	.00	.00	-1,000.00	.0%
35900 FINES & FORFEITURES-COUNTY	-3,000	2,440	-560	-372.18	.00	-187.82	66.5%
TOTAL FINES & FORFEITURES	-39,200	23,140	-16,060	-11,427.96	.00	-4,632.04	71.2%
36 MISC. REVENUE							
36120 INTEREST EARNED	-200	0	-200	-6,451.85	.00	6,251.85	3225.9%
36132 INTEREST ON AD VALOREM	-1,000	0	-1,000	-1,479.81	.00	479.81	148.0%
36201 STATE LIBRARY ERATE REFUND	-14,440	0	-14,440	-8,416.80	.00	-6,023.20	58.3%
36204 VENDING MACHINE COMMISSIONS	-200	0	-200	-12.96	.00	-187.04	6.5%
36322 POLICE IMPACT FEE	-15,000	0	-15,000	-310,773.94	.00	295,773.94	2071.8%
36323 FIRE IMPACT FEE	-20,000	0	-20,000	-504,139.26	.00	484,139.26	2520.7%
36410 CEMETERY LOT SALES	-10,000	0	-10,000	-14,800.00	.00	4,800.00	148.0%
36441 SALE OF SURPLUS EQUIPMENT	-200	0	-200	-340.00	.00	140.00	170.0%
36442 INSURANCE CLAIM PROCEEDS	0	0	0	-5,000.00	.00	5,000.00	100.0%
36601 DONATIONS	-500	0	-500	.00	.00	-500.00	.0%
36602 PD DONATIONS	0	-3,555	-3,555	-3,555.00	.00	.00	100.0%
36603 FIRE DEPT. DONATIONS	0	0	0	-300.00	.00	300.00	100.0%
36940 REIMBURSEMENT FOR SERVICE	0	0	0	-200.00	.00	200.00	100.0%
36942 RESTITUTION ONLY 1 PMT THIS YR	-500	0	-500	-100.55	.00	-399.45	20.1%
36944 COST OF CONVICTION - PD	-4,500	0	-4,500	-3,640.93	.00	-859.07	80.9%
36945 REIMB LEGAL FEES	-10,000	10,000	0	.00	.00	.00	.0%
36946 REIMBURSEMENT MISC B&Z	-15,000	-51,380	-66,380	-66,790.13	.00	410.13	100.6%
36947 REIMB PLANNING FEES	-15,000	14,000	-1,000	-810.56	.00	-189.44	81.1%
36948 REIMB ENGINEERING FEES	-85,000	0	-85,000	-46,637.80	.00	-38,362.20	54.9%
36990 MISC REVENUE	-1,000	0	-1,000	-780.92	.00	-219.08	78.1%
36991 MISC REVENUE - PD	-1,000	0	-1,000	-886.00	.00	-114.00	88.6%
36993 FUEL TAX REFUNDS	-4,100	0	-4,100	-2,332.85	.00	-1,767.15	56.9%
TOTAL MISC. REVENUE	-197,640	-30,935	-228,575	-977,449.36	.00	748,874.36	427.6%
38 NON REVENUES							
38002 OVER/SHORT REGISTER	0	0	0	7.06	.00	-7.06	100.0%
38003 XFER IN AUTOMATION	-1,400	0	-1,400	.00	.00	-1,400.00	.0%
38007 XFER IN FORFEITURE	0	-840	-840	.00	.00	-840.00	.0%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
38011 XFER IN PD & FIRE FEE REFUND	0	-17,422	-17,422	.00	.00	-17,422.00	.0%
38150 XFER IN REDEVELOPMENT	-35,650	0	-35,650	-26,737.50	.00	-8,912.50	75.0%
38200 XFER IN WATER DEPT	-120,000	0	-120,000	-100,000.00	.00	-20,000.00	83.3%
38250 XFER IN RECREATION FUND	-12,324	0	-12,324	-9,243.00	.00	-3,081.00	75.0%
38275 XFER IN CEMETERY	0	-28,473	-28,473	.00	.00	-28,473.00	.0%
TOTAL NON REVENUES	-169,374	-46,735	-216,109	-135,973.44	.00	-80,135.56	62.9%
TOTAL GENERAL FUND REVENUES	-4,075,541	-1,949,329	-6,024,870	-5,539,077.55	.00	-485,792.45	91.9%

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

01511 LEGISLATIVE							

10 PERSONAL SERVICES							

10130 STIPENDS-COMMISSION	31,800	0	31,800	26,500.00	.00	5,300.00	83.3%
10131 STIPENDS-P&Z	4,020	0	4,020	3,015.00	.00	1,005.00	75.0%
10210 FICA	2,742	0	2,742	2,257.97	.00	484.03	82.3%
10233 LIFE INSURANCE	485	0	485	346.40	.00	138.60	71.4%
10240 WORKERS COMPENSATION	84	0	84	58.60	.00	25.40	69.8%
TOTAL PERSONAL SERVICES	39,131	0	39,131	32,177.97	.00	6,953.03	82.2%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	3,975	0	3,975	3,150.00	.00	825.00	79.2%
30400 TRAVEL/PER DIEM	5,000	0	5,000	859.58	.00	4,140.42	17.2%
30410 COMMUNICATIONS	2,700	0	2,700	1,803.00	.00	897.00	66.8%
30420 POSTAGE	50	0	50	.00	.00	50.00	.0%
30450 INSURANCE	2,713	320	3,033	3,028.72	.00	4.28	99.9%
30463 EQUIPMENT REPAIRS/MAINT	200	0	200	.00	.00	200.00	.0%
30470 PRINTING & COPYING	50	0	50	.00	.00	50.00	.0%
30490 MISC EXPENSE	3,000	-320	2,680	.00	.00	2,680.00	.0%
30510 OFFICE SUPPLIES	250	0	250	.00	.00	250.00	.0%
30511 RECORDING TAPES	20	0	20	.00	.00	20.00	.0%
30520 SUPPLIES	3,710	-720	2,990	338.12	.00	2,651.88	11.3%
30542 TRAINING & EDUCATION	2,000	0	2,000	545.00	.00	1,455.00	27.3%
30544 MEMBERSHIPS	880	0	880	941.36	.00	-61.36	107.0%
TOTAL OPERATING EXPENSES	24,548	-720	23,828	10,665.78	.00	13,162.22	44.8%
TOTAL LEGISLATIVE	63,679	-720	62,959	42,843.75	.00	20,115.25	68.1%

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

01512 EXECUTIVE							

10 PERSONAL SERVICES							

10110 SALARY	113,289	23,819	137,108	119,850.40	.00	17,257.20	87.4%
10111 BONUS	1,901	-593	1,308	1,307.16	.00	.84	99.9%
10120 WAGES	76,284	910	77,194	59,647.01	.00	17,547.19	77.3%
10121 BONUS	880	0	880	838.44	.00	41.56	95.3%
10140 OVERTIME	500	0	500	221.51	.00	278.49	44.3%
10158 VEHICLE ALLOWANCE	6,000	0	6,000	5,000.00	.00	1,000.00	83.3%
10210 FICA	20,314	-4,473	15,841	13,621.45	.00	2,219.55	86.0%
10220 RETIREMENT	14,032	-2,251	11,781	9,732.84	.00	2,048.16	82.6%
10230 HOSPITALIZATION	25,914	0	25,914	20,316.81	.00	5,597.19	78.4%
10233 LIFE INSURANCE	340	0	340	292.55	.00	47.45	86.0%
10236 DENTAL INSURANCE	1,169	0	1,169	767.97	.00	401.03	65.7%
10240 WORKERS COMPENSATION	565	0	565	394.13	.00	170.87	69.8%
TOTAL PERSONAL SERVICES	261,188	17,412	278,600	231,990.27	.00	46,609.53	83.3%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	0	16,670	16,670	15,200.00	1,470.00	.00	100.0%
30400 TRAVEL/PER DIEM	3,000	1,070	4,070	4,532.13	.00	-462.13	111.4%
30410 COMMUNICATIONS	3,792	-1,629	2,163	881.38	.00	1,281.62	40.7%
30420 POSTAGE	300	0	300	397.21	.00	-97.21	132.4%
30450 INSURANCE	8,825	1,227	10,052	9,851.94	.00	200.06	98.0%
30463 EQUIPMENT REPAIRS/MAINT	75	0	75	.00	.00	75.00	.0%
30470 PRINTING & COPYING	2,900	0	2,900	1,877.50	510.00	512.50	82.3%
30510 OFFICE SUPPLIES	1,500	1,820	3,320	2,612.01	.00	707.99	78.7%
30540 PROFESSIONAL BOOKS	350	0	350	.00	.00	350.00	.0%
30541 SUBSCRIPTIONS	150	0	150	151.66	.00	-1.66	101.1%
30542 TRAINING & EDUCATION	2,000	7,910	9,910	10,319.00	.00	-409.00	104.1%
30544 MEMBERSHIPS	1,090	720	1,810	1,810.00	.00	.00	100.0%
TOTAL OPERATING EXPENSES	23,982	27,788	51,770	47,632.83	1,980.00	2,157.17	95.8%

60 CAPITAL OUTLAY							

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES	17,000	-15,280	1,720	1,720.00	.00	.00	100.0%
TOTAL CAPITAL OUTLAY	17,000	-15,280	1,720	1,720.00	.00	.00	100.0%
TOTAL EXECUTIVE	302,170	29,920	332,090	281,343.10	1,980.00	48,766.70	85.3%

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

01513 FINANCE DEPARTMENT							

10 PERSONAL SERVICES							

10110 SALARY	62,000	0	62,000	49,838.98	.00	12,161.02	80.4%
10111 BONUS	715	0	715	715.39	.00	-.39	100.1%
10120 WAGES	58,105	410	58,515	48,734.98	.00	9,780.02	83.3%
10121 BONUS	670	0	670	670.32	.00	-.32	100.0%
10140 OVERTIME	1,000	500	1,500	594.00	.00	906.00	39.6%
10210 FICA	10,070	70	10,140	7,573.10	.00	2,566.90	74.7%
10220 RETIREMENT	9,141	-1,386	7,755	5,273.27	.00	2,481.73	68.0%
10230 HOSPITALIZATION	18,510	0	18,510	15,670.20	.00	2,839.80	84.7%
10233 LIFE INSURANCE	242	0	242	200.77	.00	41.23	83.0%
10236 DENTAL INSURANCE	834	0	834	673.50	.00	160.50	80.8%
10240 WORKERS COMPENSATION	281	0	281	196.02	.00	84.98	69.8%
TOTAL PERSONAL SERVICES	161,568	-406	161,162	130,140.53	.00	31,021.47	80.8%
30 OPERATING EXPENSES							

30320 AUDIT FEES	8,625	0	8,625	3,520.00	.00	5,105.00	40.8%
30400 TRAVEL/PER DIEM	3,000	194	3,194	3,218.57	.00	-24.57	100.8%
30410 COMMUNICATIONS	2,940	-2,923	17	.00	.00	17.00	.0%
30420 POSTAGE	1,000	0	1,000	773.84	.00	226.16	77.4%
30450 INSURANCE	7,928	923	8,851	8,850.56	.00	.44	100.0%
30463 EQUIPMENT REPAIRS/MAINT	250	212	462	462.00	.00	.00	100.0%
30465 SERVICE CONTRACTS	6,000	0	6,000	1,667.45	.00	4,332.55	27.8%
30470 PRINTING & COPYING	1,500	-1,000	500	630.63	.00	-130.63	126.1%
30490 MISC EXPENSE	829	0	829	.00	.00	829.00	.0%
30510 OFFICE SUPPLIES	4,100	0	4,100	3,652.22	.00	447.78	89.1%
30540 PROFESSIONAL BOOKS	160	0	160	.00	.00	160.00	.0%
30542 TRAINING & EDUCATION	1,500	0	1,500	720.00	.00	780.00	48.0%
30544 MEMBERSHIPS	265	0	265	.00	.00	265.00	.0%
TOTAL OPERATING EXPENSES	38,097	-2,594	35,503	23,495.27	.00	12,007.73	66.2%
90 NON-OPERATING							

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CITY OF FRUITLAND PARK
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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90990 CONTINGENCY FUND	28,734	-22,630	6,104	.00	.00	6,103.70	.0%
TOTAL NON-OPERATING	28,734	-22,630	6,104	.00	.00	6,103.70	.0%
TOTAL FINANCE DEPARTMENT	228,399	-25,630	202,769	153,635.80	.00	49,132.90	75.8%

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

01514 LEGAL COUNSEL							

30 OPERATING EXPENSES							

30310 LEGAL FEES	70,000	0	70,000	53,966.48	.00	16,033.52	77.1%
30492 LEGAL ADVERTISING	6,000	0	6,000	4,475.87	.00	1,524.13	74.6%
30497 RECORDING/FILING FEES	400	0	400	.00	.00	400.00	.0%
TOTAL OPERATING EXPENSES	76,400	0	76,400	58,442.35	.00	17,957.65	76.5%
TOTAL LEGAL COUNSEL	76,400	0	76,400	58,442.35	.00	17,957.65	76.5%

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

01519 OTHER GEN GOVT SERVICES							

10 PERSONAL SERVICES							

10120 WAGES	22,506	0	22,506	19,176.08	.00	3,329.92	85.2%
10121 BONUS	260	-169	91	90.56	.00	.44	99.5%
10140 OVERTIME	500	0	500	33.96	.00	466.04	6.8%
10210 FICA	1,919	0	1,919	1,427.81	.00	491.19	74.4%
10220 RETIREMENT	1,840	0	1,840	1,401.75	.00	438.25	76.2%
10230 HOSPITALIZATION	7,404	0	7,404	6,785.35	.00	618.65	91.6%
10233 LIFE INSURANCE	97	0	97	74.50	.00	22.50	76.8%
10236 DENTAL INSURANCE	334	0	334	259.93	.00	74.07	77.8%
10240 WORKERS COMPENSATION	1,039	0	1,039	724.75	.00	314.25	69.8%
10250 UNEMPLOYMENT COMPENSATION	5,000	0	5,000	3,575.00	.00	1,425.00	71.5%
TOTAL PERSONAL SERVICES	40,899	-169	40,730	33,549.69	.00	7,180.31	82.4%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	3,325	2,915	6,240	5,827.24	.00	412.76	93.4%
30340 CONTRACTUAL SERVICES	19,500	2,850	22,350	15,057.65	6,250.00	1,042.35	95.3%
30344 BANK FEES/SERVICE CHARGES	600	0	600	372.00	.00	228.00	62.0%
30410 COMMUNICATIONS	4,910	9,000	13,910	13,236.70	.00	673.30	95.2%
30420 POSTAGE	0	0	0	-29.32	.00	29.32	100.0%
30430 ELECTRIC	22,530	0	22,530	16,072.51	.00	6,457.49	71.3%
30431 WATER CITY HALL IRRIG	5,205	0	5,205	5,668.07	.00	-463.07	108.9%
30440 RENTAL OF EQUIPMENT	12,960	-9,000	3,960	2,611.26	.00	1,348.74	65.9%
30450 INSURANCE	23,640	2,750	26,390	26,390.92	.00	-.92	100.0%
30462 VEHICLE REPAIRS/MAINT	600	209	809	891.00	.00	-82.00	110.1%
30463 EQUIPMENT REPAIRS/MAINT	1,224	0	1,224	853.28	.00	370.72	69.7%
30464 FACILITIES REPAIRS/MAINT	9,000	3,358	12,358	13,492.64	.00	-1,134.64	109.2%
30470 PRINTING & COPYING	500	0	500	.00	.00	500.00	.0%
30480 ADVERTISING	1,000	0	1,000	1,370.95	223.35	-594.30	159.4%
30481 GOODWILL	7,500	0	7,500	7,254.04	.00	245.96	96.7%
30491 REDEVELOPMENT TAXES	101,172	-588	100,584	100,584.00	.00	.00	100.0%
30510 OFFICE SUPPLIES	1,500	0	1,500	1,547.12	.00	-47.12	103.1%
30520 SUPPLIES	5,500	0	5,500	3,161.68	.00	2,338.32	57.5%
30521 UNIFORMS	520	0	520	119.60	.00	400.40	23.0%
30522 FUEL	1,500	-800	700	384.00	.00	316.00	54.9%

*Power Steering
Front Brakes
Battery, Tire
A/C CH
A/C Server Rm*

JULY 31, 2016

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30524 PROMOTIONAL	0	75	75	75.14	.00	-.14	100.2%
TOTAL OPERATING EXPENSES	222,686	10,769	233,455	214,940.48	6,473.35	12,041.17	94.8%
60 CAPITAL OUTLAY							
60630 IMPROVEMENTS	0	15,375	15,375	<u>15,375.00</u>	.00	.00	100.0%
TOTAL CAPITAL OUTLAY	0	15,375	15,375	15,375.00	.00	.00	100.0%
TOTAL OTHER GEN GOVT SERVICES	263,585	25,975	289,560	<u>263,865.17</u>	6,473.35	19,221.48	<u>93.4%</u>

Cemetery Fence

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

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

01521 LAW ENFORCEMENT							

10 PERSONAL SERVICES							

10110 SALARY	126,067	-3,700	122,367	102,811.91	.00	19,555.09	84.0%
10111 BONUS	1,424	-544	880	879.79	.00	.21	100.0%
10120 WAGES	408,800	28,673	437,473	365,627.44	.00	71,845.56	83.6%
10121 BONUS	4,942	-1,229	3,713	3,713.28	.00	-.28	100.0%
10122 SCHOOL CROSSING WAGES	21,640	0	21,640	14,846.17	.00	6,793.83	68.6%
10135 RESERVE OTHER WAGES	26,000	0	26,000	20,139.50	.00	5,860.50	77.5%
10140 OVERTIME	23,000	8,700	31,700	25,802.80	.00	5,897.20	81.4%
10150 INCENTIVE PAY	19,080	-11,500	7,580	6,074.06	.00	1,505.94	80.1%
10151 HOLIDAY PAY <i>One more Holiday</i>	28,225	0	28,225	25,365.75	.00	2,859.25	89.9%
10155 UNIFORM ALLOWANCE	6,625	0	6,625	4,750.00	.00	1,875.00	71.7%
10210 FICA	59,118	-5,000	54,118	42,274.21	.00	11,843.79	78.1%
10220 RETIREMENT	106,968	12,000	118,968	103,275.02	.00	15,692.98	86.8%
10230 HOSPITALIZATION	98,103	0	98,103	83,864.05	.00	14,238.95	85.5%
10233 LIFE INSURANCE	1,358	0	1,358	887.16	.00	470.84	65.3%
10236 DENTAL INSURANCE	4,426	0	4,426	2,911.62	.00	1,513.88	65.8%
10240 WORKERS COMPENSATION	25,373	0	25,373	17,733.30	.00	7,639.70	69.9%
TOTAL PERSONAL SERVICES	961,149	27,400	988,549	820,956.06	.00	167,592.44	83.0%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	1,500	300	1,800	1,519.53	.00	280.47	84.4%
30340 CONTRACTUAL SERVICES	200	0	200	205.20	.00	-5.20	102.6%
30400 TRAVEL/PER DIEM	3,400	660	4,060	3,828.38	.00	231.62	94.3%
30410 COMMUNICATIONS	14,867	-4,000	10,867	8,732.54	.00	2,134.46	80.4%
30420 POSTAGE	450	0	450	242.36	.00	207.64	53.9%
30440 RENTAL OF EQUIPMENT	1,500	0	1,500	1,309.27	.00	190.73	87.3%
30443 LEASE PAYMENT	16,332	-8,051	8,281	6,413.60	.00	1,867.40	77.4%
30450 INSURANCE	56,617	6,591	63,208	62,588.51	.00	619.49	99.0%
30461 RADIO REPAIRS/MAINT	6,040	0	6,040	4,501.17	.00	1,538.83	74.5%
30462 VEHICLE REPAIRS/MAINT	15,000	0	15,000	11,489.78	1,165.88	2,344.34	84.4%
30463 EQUIPMENT REPAIRS/MAINT	6,460	0	6,460	4,116.46	.00	2,343.54	63.7%
30464 FACILITIES REPAIRS/MAINT	0	500	500	454.90	.00	45.10	91.0%
30465 SERVICE CONTRACTS	900	0	900	542.00	.00	358.00	60.2%
30470 PRINTING & COPYING	1,000	0	1,000	603.14	.00	396.86	60.3%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30482 PD DONATIONS EXPENSE	0	3,555	3,555	2,139.15	.00	1,415.85	60.2%
30495 FORFEITURE EXPENDITURES	0	840	840	839.30	.00	.70	99.9% <i>OK</i>
30510 OFFICE SUPPLIES	1,250	1,800	3,050	2,302.33	.00	747.67	75.5%
30520 SUPPLIES	3,700	3,000	6,700	5,312.34	1,037.58	350.08	94.8%
30521 UNIFORMS	10,400	-3,000	7,400	5,834.50	.00	1,565.50	78.8%
30522 FUEL	58,000	-25,200	32,800	22,055.24	.00	10,744.76	67.2%
30524 PROMOTIONAL	500	0	500	245.32	.00	254.68	49.1%
30540 PROFESSIONAL BOOKS	600	0	600	256.00	.00	344.00	42.7%
30543 2ND DOLLAR TNG/POLICE ED FUND	11,500	0	11,500	6,177.45	.00	5,322.55	53.7%
30544 MEMBERSHIPS	305	0	305	300.00	.00	5.00	98.4% <i>OK</i>
TOTAL OPERATING EXPENSES	210,521	-23,005	187,516	152,008.47	2,203.46	33,304.07	82.2%
60 CAPITAL OUTLAY							
30518 SUPPLIES - JAG GRANT VEST	0	5,736	5,736	5,736.00	.00	.00	100.0%
60640 EQUIPMENT PURCHASES	1,400	8,810	10,210	1,378.86	8,810.32	20.82	99.8%
60643 EQUIP PURCH NONREPAIRABLE	1,000	0	1,000	.00	.00	1,000.00	.0%
60648 EQUIPMENT PURCHASE GRANT	0	1,500	1,500	1,499.97	.00	.03	100.0%
TOTAL CAPITAL OUTLAY	2,400	16,046	18,446	8,614.83	8,810.32	1,020.85	94.5%
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	1,174,570	20,441	1,195,011	981,579.36	11,013.78	202,417.36	83.1%

Automation Fund

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

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

01522 FIRE CONTROL							

10 PERSONAL SERVICES							

10121 BONUS	2,500	-500	2,000	2,000.00	.00	.00	100.0%
10132 STIPENDS- FIREFIGHTERS	51,474	2,351	53,825	46,982.60	.00	6,842.40	87.3%
10210 FICA	4,134	200	4,334	3,746.40	.00	587.60	86.4%
10220 RETIREMENT	2,309	400	2,709	2,349.85	.00	359.15	86.7%
10225 STATE FF RETIREMENT CONTRIB	21,000	0	21,000	.00	Need CAFR .00	21,000.00	.0%
10233 LIFE INSURANCE	2,451	-2,451	0	.00	.00	.00	.0%
10240 WORKERS COMPENSATION	2,512	0	2,512	1,746.68	.00	765.32	69.5%
TOTAL PERSONAL SERVICES	86,380	0	86,380	56,825.53	.00	29,554.47	65.8%

30 OPERATING EXPENSES							

30313 PROFESSIONAL FEES	5,375	0	5,375	2,735.00	.00	2,640.00	50.9%
30340 CONTRACTUAL SERVICES	43,465	9,000	52,465	50,942.95	.00	1,522.05	97.1%
30400 TRAVEL/PER DIEM	150	0	150	.00	.00	150.00	.0%
30410 COMMUNICATIONS	5,628	0	5,628	4,397.99	.00	1,230.01	78.1%
30420 POSTAGE	150	0	150	.97	.00	149.03	.6%
30430 ELECTRIC	9,400	0	9,400	5,843.03	.00	3,556.97	62.2%
30431 WATER	960	240	1,200	965.06	.00	234.94	80.4%
30440 RENTAL OF EQUIPMENT	1,700	-1,700	0	.00	.00	.00	.0%
30450 INSURANCE	20,650	4,325	24,975	24,973.00	.00	2.00	100.0%
30461 RADIO REPAIRS/MAINT	4,936	856	5,792	5,829.75	.00	-38.25	100.7% OK
30462 VEHICLE REPAIRS/MAINT	10,000	0	10,000	8,971.66	.00	1,028.34	89.7%
30463 EQUIPMENT REPAIRS/MAINT	8,800	-5,305	3,495	488.57	.00	3,006.43	14.0%
30464 FACILITIES REPAIRS/MAINT	3,000	-124	2,876	367.62	1,987.50	520.88	81.9%
30465 SERVICE CONTRACTS	200	0	200	.00	.00	200.00	.0%
30481 GOODWILL	175	0	175	140.00	.00	35.00	80.0%
30490 MISC EXPENSE	200	0	200	94.00	.00	106.00	47.0%
30510 OFFICE SUPPLIES	1,500	0	1,500	322.28	.00	1,177.72	21.5%
30520 SUPPLIES	3,610	0	3,610	88.52	.00	3,521.48	2.5%
30521 UNIFORMS	4,000	740	4,740	1,979.79	2,225.71	534.50	88.7%
30522 FUEL	8,000	0	8,000	5,682.48	.00	2,317.52	71.0%
30524 PROMOTIONAL	750	0	750	252.58	.00	497.42	33.7%
30526 PROTECTIVE CLOTHING	7,620	-856	6,765	614.71	.00	6,149.79	9.1%
30540 PROFESSIONAL BOOKS	1,150	0	1,150	.00	.00	1,150.00	.0%

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ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30541 SUBSCRIPTIONS	80	0	80	.00	.00	80.00	.0%
30542 TRAINING & EDUCATION	4,300	0	4,300	2,000.00	1,000.00	1,300.00	69.8%
30544 MEMBERSHIPS	210	0	210	160.00	.00	50.00	76.2%
TOTAL OPERATING EXPENSES	146,009	7,176	153,185	116,849.96	5,213.21	31,121.83	79.7%
60 CAPITAL OUTLAY							
60630 IMPROVEMENTS	0	10,150	10,150	AVLS .00	10,150.00	.00	100.0%
60640 EQUIPMENT PURCHASES	0	9,096	9,096	K-12 8,781.67 Roof Saw Ice Machine	.00	314.33	96.5%
TOTAL CAPITAL OUTLAY	0	19,246	19,246	8,781.67	10,150.00	314.33	98.4%
TOTAL FIRE CONTROL	232,389	26,422	258,811	182,457.16	15,363.21	60,990.63	76.4%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

JULY 31, 2016

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FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

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

01524 BUILDING & ZONING	-----						
10 PERSONAL SERVICES							

10110 SALARY	65,754	0	65,754	53,610.56	.00	12,143.44	81.5%
10111 BONUS	759	0	759	758.64	.00	.36	100.0%
10120 WAGES	63,076	0	63,076	51,445.76	.00	11,630.24	81.6%
10121 BONUS	728	0	728	514.16	.00	213.84	70.6%
10159 PHONE ALLOWANCE	612	0	612	460.00	.00	152.00	75.2%
10210 FICA	10,526	0	10,526	8,073.20	.00	2,452.80	76.7%
10220 RETIREMENT	7,275	0	7,275	3,300.93	.00	3,974.07	45.4%
10230 HOSPITALIZATION	22,212	0	22,212	19,787.10	.00	2,424.90	89.1%
10233 LIFE INSURANCE	291	0	291	227.20	.00	63.80	78.1%
10236 DENTAL INSURANCE	1,002	0	1,002	779.79	.00	222.21	77.8%
10240 WORKERS COMPENSATION	300	0	300	209.27	.00	90.73	69.8%
TOTAL PERSONAL SERVICES	172,535	0	172,535	139,166.61	.00	33,368.39	80.7%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	12,000	42,000	54,000	40,591.27	37,935.26	-24,526.53	145.4%
30312 PLANNING FEES	30,000	0	30,000	18,956.04	.00	11,043.96	63.2%
30340 CONTRACTUAL SERVICES	214,340	831,000	1,045,340	761,684.12	.00	283,655.88	72.9%
30400 TRAVEL/PER DIEM	800	0	800	.00	.00	800.00	.0%
30410 COMMUNICATIONS	4,260	-1,720	2,540	.00	.00	2,540.00	.0%
30420 POSTAGE	3,000	0	3,000	426.59	.00	2,573.41	14.2%
30440 RENTAL OF EQUIPMENT	3,744	-3,700	44	.00	.00	44.00	.0%
30450 INSURANCE	2,206	260	2,466	2,462.72	.00	3.28	99.9%
30463 EQUIPMENT REPAIRS/MAINT <i>mmd EGP</i>	1,500	1,200	2,700	2,951.91	.00	-251.91	109.3%
30470 PRINTING & COPYING	2,500	-1,900	600	.00	.00	600.00	.0%
30510 OFFICE SUPPLIES	1,200	0	1,200	898.80	.00	301.20	74.9%
30520 SUPPLIES <i>Xmas Decos</i>	0	260	260	257.53	.00	2.47	99.1% <i>OK</i>
30540 PROFESSIONAL BOOKS	2,500	0	2,500	.00	.00	2,500.00	.0%
30542 TRAINING & EDUCATION	1,000	0	1,000	100.00	.00	900.00	10.0%
30544 MEMBERSHIPS	400	0	400	120.00	.00	280.00	30.0%
TOTAL OPERATING EXPENSES	279,450	867,400	1,146,850	828,448.98	37,935.26	280,465.76	75.5%

60 CAPITAL OUTLAY							

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

JULY 31, 2016

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ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640	EQUIPMENT PURCHASES	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%
	TOTAL BUILDING & ZONING	453,985	867,400	1,321,385	967,615.59	37,935.26	315,834.15	76.1%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

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

01534	SOLID WASTE							

30	OPERATING EXPENSES							

30434	SOLID WASTE COLLECTION	178,400	0	178,400	123,069.12	.00	55,330.88	69.0%
30435	SOLID WASTE DISPOSAL	154,500	0	154,500	121,937.31	.00	32,562.69	78.9%
30436	YARDWASTE COLLECTION	33,365	0	33,365	17,682.22	.00	15,682.78	53.0%
30437	YARDWASTE DISPOSAL	10,750	0	10,750	7,535.26	.00	3,214.74	70.1%
30438	RECYCLE	41,700	0	41,700	24,980.03	.00	16,719.97	59.9%
	TOTAL OPERATING EXPENSES	418,715	0	418,715	295,203.94	.00	123,511.06	70.5%
	TOTAL SOLID WASTE	418,715	0	418,715	295,203.94	.00	123,511.06	70.5%

9 months 75%

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

01538 STORMWATER MANAGEMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,500	0	2,500	.00	.00	2,500.00	.0%
30312 PLANNING FEES	500	0	500	.00	.00	500.00	.0%
30340 CONTRACTUAL SERVICES	7,500	0	7,500	5,625.00	1,875.00	.00	100.0%
30400 TRAVEL/PER DIEM	250	0	250	.00	.00	250.00	.0%
30467 SYSTEM REPAIRS	2,500	0	2,500	.00	.00	2,500.00	.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	100	0	100	.00	.00	100.00	.0%
30520 SUPPLIES	300	0	300	.00	.00	300.00	.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	14,975	0	14,975	5,625.00	1,875.00	7,475.00	50.1%
TOTAL STORMWATER MANAGEMENT	14,975	0	14,975	5,625.00	1,875.00	7,475.00	50.1%

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

01541 ROAD & STREET FACILITIES							

10 PERSONAL SERVICES							

10110 SALARY	31,034	0	31,034	25,423.68	.00	5,610.32	81.9%
10111 BONUS	716	0	716	358.08	.00	357.92	50.0%
10120 WAGES	35,886	0	35,886	24,782.44	.00	11,103.56	69.1%
10121 BONUS	414	0	414	321.36	.00	92.64	77.6%
10140 OVERTIME	4,000	0	4,000	1,990.16	.00	2,009.84	49.8%
10210 FICA	8,315	0	8,315	4,041.13	.00	4,273.87	48.6%
10220 RETIREMENT	4,898	0	4,898	1,000.06	.00	3,897.94	20.4%
10230 HOSPITALIZATION	14,808	0	14,808	3,392.62	.00	11,415.38	22.9%
10233 LIFE INSURANCE	194	0	194	115.52	.00	78.48	59.5%
10236 DENTAL INSURANCE	668	0	668	141.82	.00	526.18	21.2%
10240 WORKERS COMPENSATION	10,546	0	10,546	7,356.43	.00	3,189.57	69.8%
TOTAL PERSONAL SERVICES	111,479	0	111,479	68,923.30	.00	42,555.70	61.8%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	12,600	0	12,600	7,267.00	5,700.00	-367.00	102.9%
30400 TRAVEL/PER DIEM	350	0	350	.00	.00	350.00	.0%
30410 COMMUNICATIONS	1,380	380	1,760	1,569.33	.00	190.67	89.2%
30420 POSTAGE	10	0	10	.00	.00	10.00	.0%
30430 ELECTRIC	80,460	0	80,460	66,649.68	.00	13,810.32	82.8%
30431 WATER	972	0	972	643.23	.00	328.77	66.2%
30440 RENTAL OF EQUIPMENT	500	0	500	444.90	.00	55.10	89.0%
30450 INSURANCE	25,362	2,958	28,320	28,313.32	.00	6.68	100.0%
30460 REPAIRS	7,300	-2,958	4,342	12,344.31	.00	-8,002.31	284.3%
30461 RADIO REPAIRS/MAINT	200	0	200	.00	.00	200.00	.0%
30462 VEHICLE REPAIRS/MAINT	4,000	0	4,000	538.39	.00	3,461.61	13.5%
30463 EQUIPMENT REPAIRS/MAINT	2,500	0	2,500	2,638.15	.00	-138.15	105.5%
30464 FACILITIES REPAIRS/MAINT	3,000	0	3,000	2,571.92	.00	428.08	85.7%
30510 OFFICE SUPPLIES	1,000	0	1,000	662.98	.00	337.02	66.3%
30520 SUPPLIES	6,000	0	6,000	4,613.85	.00	1,386.15	76.9%
30521 UNIFORMS	1,100	0	1,100	740.70	.00	359.30	67.3%
30522 FUEL	5,500	-380	5,120	1,463.51	.00	3,656.49	28.6%
30542 TRAINING & EDUCATION	400	0	400	.00	.00	400.00	.0%
30544 MEMBERSHIPS	150	0	150	.00	.00	150.00	.0%
TOTAL OPERATING EXPENSES	152,784	0	152,784	130,461.27	5,700.00	16,622.73	89.1%
TOTAL ROAD & STREET FACILITIES	264,263	0	264,263	199,384.57	5,700.00	59,178.43	77.6%

*m PO Contribution
Street Sweeping*

*Traffic Signal Mnt \$10,690
Repair Pole*

199,384.57

77.6%

JULY 31, 2016

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

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

01571 LIBRARY	-----						

10 PERSONAL SERVICES	-----						

10110 SALARY	41,246	1,770	43,016	34,831.68	.00	8,184.32	81.0%
10111 BONUS	476	0	476	475.92	.00	.08	100.0%
10120 WAGES	74,716	2,615	77,331	64,499.83	.00	12,831.17	83.4%
10121 BONUS	883	0	883	721.00	.00	162.00	81.7%
10140 OVERTIME	1,000	0	1,000	458.81	.00	541.19	45.9%
10210 FICA	9,231	335	9,566	7,637.91	.00	1,928.09	79.8%
10220 RETIREMENT	3,347	0	3,347	2,850.95	.00	496.05	85.2%
10230 HOSPITALIZATION	7,404	0	7,404	6,595.70	.00	808.30	89.1%
10233 LIFE INSURANCE	194	0	194	149.00	.00	45.00	76.8%
10236 DENTAL INSURANCE	334	0	334	259.93	.00	74.07	77.8%
10240 WORKERS COMPENSATION	270	0	270	188.35	.00	81.65	69.8%
TOTAL PERSONAL SERVICES	139,101	4,720	143,821	118,669.08	.00	25,151.92	82.5%

30 OPERATING EXPENSES	-----						

30340 CONTRACTUAL SERVICES	1,450	-739	711	606.08	.00	104.92	85.2%
30400 TRAVEL/PER DIEM	990	0	990	924.62	.00	65.38	93.4%
30410 COMMUNICATIONS	23,160	0	23,160	17,756.32	.00	5,403.68	76.7%
30420 POSTAGE	600	0	600	173.09	.00	426.91	28.8%
30430 ELECTRIC	11,500	0	11,500	6,788.95	.00	4,711.05	59.0%
30431 WATER	2,004	0	2,004	1,013.89	.00	990.11	50.6%
30450 INSURANCE	6,301	739	7,040	7,034.24	.00	5.76	99.9%
30464 FACILITIES REPAIRS/MAINT	2,850	1,000	3,850	3,920.01	.00	-70.01	101.8%
30465 SERVICE CONTRACTS	574	0	574	320.00	.00	254.00	55.7%
30510 OFFICE SUPPLIES	4,000	0	4,000	2,635.45	.00	1,364.55	65.9%
30520 SUPPLIES	4,650	0	4,650	3,551.50	.00	1,098.50	76.4%
30524 PROMOTIONAL	1,750	0	1,750	1,449.78	.00	300.22	82.8%
30541 SUBSCRIPTIONS	1,500	0	1,500	1,486.68	.00	Annual 13.32	99.1% OK
30542 TRAINING & EDUCATION	850	0	850	947.48	.00	-97.48	111.5%
30544 MEMBERSHIPS	225	0	225	356.00	.00	Annual -131.00	158.2% OK
TOTAL OPERATING EXPENSES	62,404	1,000	63,404	48,964.09	.00	14,439.91	77.2%

60 CAPITAL OUTLAY	-----						

60 CAPITAL OUTLAY

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

JULY 31, 2016

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FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60660 LIBRARY BOOKS	32,500	-6,920	25,580	22,001.03	601.99	2,976.98	88.4%
60663 LIBRARY CONSTRUCTION	0	991,423	991,423	59,267.21	103,950.00	828,205.79	16.5%
60664 LIBRARY DVDS	2,000	2,200	4,200	5,223.56	.00	-1,023.56	124.4%
TOTAL CAPITAL OUTLAY	34,500	986,703	1,021,203	86,491.80	104,551.99	830,159.21	18.7%
TOTAL LIBRARY	236,005	992,423	1,228,428	254,124.97	104,551.99	869,751.04	29.2%

FOR 2016 10

JOURNAL DETAIL 2015 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01572 MUNICIPAL POOL</u>							
<u>10 PERSONAL SERVICES</u>							
10120 WAGES	27,580	.00	27,580.00	14,733.05	.00	12,846.95	53.4%
10140 OVERTIME	500	.00	500.00	.00	.00	500.00	.0%
10210 FICA	2,149	.00	2,149.00	1,127.17	.00	1,021.83	52.5%
10240 WORKERS COMPENSATION	1,140	.00	1,140.00	795.22	.00	344.78	69.8%
TOTAL PERSONAL SERVICES	31,369	.00	31,369.00	16,655.44	.00	14,713.56	53.1%
<u>30 OPERATING EXPENSES</u>							
30340 CONTRACTUAL SERVICES Pool Alarm	200	.00	200.00	219.56	.00	Annual 19.56	109.8% OK
30400 TRAVEL/PER DIEM	320	.00	320.00	.00	.00	320.00	.0%
30410 COMMUNICATIONS	2,340	.00	2,340.00	1,896.73	.00	443.27	81.1%
30420 POSTAGE	25	.00	25.00	9.70	.00	15.30	38.8%
30430 ELECTRIC	7,020	-475.00	6,545.00	4,412.72	.00	2,132.28	67.4%
30431 WATER	3,504	.00	3,504.00	2,390.58	.00	1,113.42	68.2%
30440 RENTAL OF EQUIPMENT	1,020	-1,021.00	-1.00	.00	.00	-1.00	.0%
30450 INSURANCE	4,061	475.00	4,536.00	4,533.56	.00	2.44	99.9%
30463 EQUIPMENT REPAIRS/MAINT	450	.00	450.00	434.00	.00	16.00	96.4%
30464 FACILITIES REPAIRS/MAINT	5,700	.00	5,700.00	5,066.29	.00	633.71	88.9%
30470 PRINTING & COPYING	200	.00	200.00	45.00	.00	155.00	22.5%
30480 ADVERTISING	800	2.00	802.00	801.39	.00	.61	99.9%
30499 LICENSE/PERMITS	250	.00	250.00	250.00	.00	Annual .00	100.0% OK
30510 OFFICE SUPPLIES	150	.00	150.00	41.89	.00	108.11	27.9%
30520 SUPPLIES	2,697	432.00	3,129.00	2,400.15	.00	728.85	76.7%
30521 UNIFORMS	940	.00	940.00	858.67	.00	81.33	91.3%
30529 POOL CHEMICALS	5,000	.00	5,000.00	2,647.09	.00	2,352.91	52.9%
30530 POOL CONCESSION	1,500	.00	1,500.00	1,567.89	.00	-67.89	104.5%
30542 TRAINING & EDUCATION	500	587.00	1,087.00	1,087.00	.00	Annual .00	100.0% OK
30544 MEMBERSHIPS	100	.00	100.00	100.00	.00	Annual .00	100.0% OK
TOTAL OPERATING EXPENSES	36,777	.00	36,777.00	28,762.22	.00	8,014.78	78.2%
<u>60 CAPITAL OUTLAY</u>							
60640 EQUIPMENT PURCHASES	3,000	.00	3,000.00	2,846.07	.00	153.93	94.9%
TOTAL CAPITAL OUTLAY	3,000	.00	3,000.00	2,846.07	.00	153.93	94.9%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

JULY 31, 2016

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FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60640 EQUIPMENT PURCHASES	3,000	0	3,000	2,846.07	.00	153.93	94.9%
TOTAL CAPITAL OUTLAY	3,000	0	3,000	2,846.07	.00	153.93	94.9%
TOTAL MUNICIPAL POOL	71,146	0	71,146	48,263.73	.00	22,882.27	67.8%

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

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

01573 PARKS/RECREATION MAINTENANCE							

10 PERSONAL SERVICES							

10120 WAGES	60,924	0	60,924	49,675.84	.00	11,248.16	81.5%
10121 BONUS	703	0	703	702.96	.00	.04	100.0%
10140 OVERTIME	2,000	0	2,000	1,561.03	.00	438.97	78.1%
10210 FICA	5,156	0	5,156	4,018.51	.00	1,137.49	77.9%
10220 RETIREMENT	3,785	0	3,785	2,996.45	.00	788.55	79.2%
10230 HOSPITALIZATION	14,808	0	14,808	12,381.05	.00	2,426.95	83.6%
10233 LIFE INSURANCE	194	0	194	149.00	.00	45.00	76.8%
10236 DENTAL INSURANCE	667	0	667	519.86	.00	147.14	77.9%
10240 WORKERS COMPENSATION	2,583	0	2,583	1,801.80	.00	781.20	69.8%
TOTAL PERSONAL SERVICES	90,820	0	90,820	73,806.50	.00	17,013.50	81.3%

30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	4,500	0	4,500	2,375.00	.00	2,125.00	52.8%
30410 COMMUNICATIONS	1,440	-1,400	40	17.58	.00	22.42	44.0%
30430 ELECTRIC	12,420	0	12,420	7,387.77	.00	5,032.23	59.5%
30431 WATER	2,640	0	2,640	2,176.21	.00	463.79	82.4%
30440 RENTAL OF EQUIPMENT	500	0	500	73.82	.00	426.18	14.8%
30450 INSURANCE	13,285	1,547	14,832	14,830.96	.00	1.04	100.0%
30462 VEHICLE REPAIRS/MAINT	6,000	0	6,000	2,942.63	.00	3,057.37	49.0%
30463 EQUIPMENT REPAIRS/MAINT	5,450	0	5,450	4,367.86	.00	1,082.14	80.1%
30464 FACILITIES REPAIRS/MAINT	4,500	-1,000	3,500	1,870.38	.00	1,629.62	53.4%
30510 OFFICE SUPPLIES	200	0	200	37.49	.00	162.51	18.7%
30520 SUPPLIES	4,000	1,000	5,000	3,767.09	.00	1,232.91	75.3%
30521 UNIFORMS	1,500	0	1,500	1,156.33	.00	343.67	77.1%
30522 FUEL	5,000	-147	4,853	1,784.42	.00	3,068.58	36.8%
53901 CEMETERY COSTS	0	13,098	13,098	13,112.06	.00	-14.06	100.1%
TOTAL OPERATING EXPENSES	61,435	13,098	74,533	55,899.60	.00	18,633.40	75.0%
TOTAL PARKS/RECREATION MAINTENANCE	152,255	13,098	165,353	129,706.10	.00	35,646.90	78.4%

JULY 31, 2016

FOR 2016 10

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

01574 RECREATION	-----						
10 PERSONAL SERVICES							

10110 SALARY	41,725	0	41,725	34,021.76	.00	7,703.04	81.5%
10111 BONUS	482	0	482	481.44	.00	.56	99.9%
10120 WAGES	22,724	-1,491	21,233	14,495.63	.00	6,737.37	68.3%
10121 BONUS	200	0	200	140.00	.00	60.00	70.0%
10210 FICA	5,237	0	5,237	3,512.54	.00	1,724.46	67.1%
10220 RETIREMENT	3,337	0	3,337	2,482.52	.00	854.48	74.4%
10230 HOSPITALIZATION	7,404	0	7,404	6,785.35	11 pmts .00	618.65	91.6% OK
10233 LIFE INSURANCE	97	0	97	86.52	.00	10.48	89.2%
10236 DENTAL INSURANCE	334	0	334	259.93	.00	74.07	77.8%
10240 WORKERS COMPENSATION	2,643	0	2,643	1,843.64	.00	799.56	69.8%
TOTAL PERSONAL SERVICES	84,183	-1,491	82,692	64,109.33	.00	18,582.67	77.5%
30 OPERATING EXPENSES							

30340 CONTRACTUAL SERVICES	10,950	0	10,950	9,194.57	.00	1,755.43	84.0%
30400 TRAVEL/PER DIEM	1,667	0	1,667	388.36	.00	1,278.64	23.3%
30410 COMMUNICATIONS	3,000	0	3,000	2,787.82	.00	212.18	92.9%
30420 POSTAGE	300	0	300	79.80	.00	220.20	26.6%
30430 ELECTRIC	900	0	900	731.91	.00	168.09	81.3%
30431 WATER	420	0	420	303.28	.00	116.72	72.2%
30440 RENTAL OF EQUIPMENT	600	0	600	.00	.00	600.00	.0%
30450 INSURANCE	2,661	311	2,972	2,970.64	.00	1.36	100.0%
30462 VEHICLE REPAIRS/MAINT	500	0	500	22.00	.00	478.00	4.4%
30463 EQUIPMENT REPAIRS/MAINT	500	0	500	225.00	.00	275.00	45.0%
30464 FACILITIES REPAIRS/MAINT	1,000	0	1,000	.00	.00	1,000.00	.0%
30470 PRINTING & COPYING	2,000	0	2,000	.00	.00	2,000.00	.0%
30480 ADVERTISING	3,500	400	3,900	2,920.58	916.09	63.33	98.4%
30510 OFFICE SUPPLIES	900	0	900	425.34	.00	474.66	47.3%
30519 SUPPLIES SENIOR SOCIAL	3,120	780	3,900	2,597.82	.00	1,302.18	66.6%
30520 SUPPLIES	4,950	0	4,950	2,963.33	.00	1,986.67	59.9%
30522 FUEL	800	0	800	227.65	.00	572.35	28.5%
30542 TRAINING & EDUCATION	750	0	750	255.00	.00	495.00	34.0%
30544 MEMBERSHIPS	305	0	305	180.00	.00	125.00	59.0%
TOTAL OPERATING EXPENSES	38,823	1,491	40,314	26,273.10	916.09	13,124.81	67.4%
TOTAL RECREATION	123,006	0	123,006	90,382.43	916.09	31,707.48	74.2%

JULY 31, 2016

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 001	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL FUND		0	0	0	-1,584,604.53	185,808.68	1,398,795.85	100.0%
	TOTAL REVENUES	-4,075,541	-1,949,329	-6,024,870	-5,539,077.55	.00	-485,792.45	92%
	TOTAL EXPENSES	4,075,541	1,949,329	6,024,870	3,954,473.02	185,808.68	1,884,588.30	58%

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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 REDEVELOPMENT TRUST FUND							

20001 REDEVELOPMENT FUND REVENU							

33 INTERGOVERN. REVENUE							

33901 CITY OF FRUITLAND PARK	-101,172	0	-101,172	-100,584.00	.00	-588.00	99.4%
33902 LAKE COUNTY COMMISSION	-113,303	0	-113,303	-111,516.00	.00	-1,787.00	98.4%
33903 LAKE CO WATER AUTHORITY	-5,455	0	-5,455	-5,423.00	.00	-32.00	99.4%
33904 LAKE CO AMBULANCE DISTRICT	-9,887	0	-9,887	-9,730.00	.00	-157.00	98.4%
TOTAL INTERGOVERN. REVENUE	-229,817	0	-229,817	-227,253.00	.00	-2,564.00	98.9%

36 MISC. REVENUE							

36110 INTEREST INCOME	-1,000	0	-1,000	-1,044.19	.00	44.19	104.4%
TOTAL MISC. REVENUE	-1,000	0	-1,000	-1,044.19	.00	44.19	104.4%

38 NON REVENUES							

38001 XFER IN FUND BALANCE	-200,379	-45,434	-245,813	.00	.00	-245,813.00	.0%
TOTAL NON REVENUES	-200,379	-45,434	-245,813	.00	.00	-245,813.00	.0%
TOTAL REDEVELOPMENT FUND REVENU	-431,196	-45,434	-476,630	-228,297.19	.00	-248,332.81	47.9%

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FOR 2016 10

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ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

20511 COMMUNITY REDEVELOPMENT							

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,000	-2,000	0	.00	.00	.00	.0%
30313 PROFESSIONAL FEES	2,000	2,000	4,000	3,418.75	.00	581.25	85.5%
30464 FACILITIES REPAIRS/MAINT	12,000	0	12,000	4,750.00	.00	7,250.00	39.6%
30479 ABATEMENT	5,000	-5,000	0	.00	.00	.00	.0%
30490 MISC EXPENSE	6,750	0	6,750	2,517.23	.00	4,232.77	37.3%
30544 MEMBERSHIPS	570	0	570	175.00	.00	395.00	30.7%
TOTAL OPERATING EXPENSES	28,320	-5,000	23,320	10,860.98	.00	12,459.02	46.6%

60 CAPITAL OUTLAY							

60631 STREETS & ROAD RESURFACING	17,000	0	17,000	1,575.41	.00	15,424.59	9.3%
60655 SYSTEM IMPROVEMENTS	335,000	56,128	391,128	382,637.27	8,490.80	-.07	100.0%
TOTAL CAPITAL OUTLAY	352,000	56,128	408,128	384,212.68	8,490.80	15,424.52	96.2%

90 NON-OPERATING							

90990 CONTINGENCY FUND	6,962	-5,694	1,268	.00	.00	1,268.00	.0%
TOTAL NON-OPERATING	6,962	-5,694	1,268	.00	.00	1,268.00	.0%
TOTAL COMMUNITY REDEVELOPMENT	387,282	45,434	432,716	395,073.66	8,490.80	29,151.54	93.3%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

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ACCOUNTS FOR: 200 REDEVELOPMENT TRUST FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

20581 INTERFUND TRANSFER							

90 NON-OPERATING							

90914 XFER TO UTILITY	8,264	0	8,264	6,198.00	.00	2,066.00	75.0%
90916 XFER TO GENERAL FUND	35,650	0	35,650	<u>26,737.50</u>	.00	8,912.50	75.0%
TOTAL NON-OPERATING	43,914	0	43,914	32,935.50	.00	10,978.50	75.0%
TOTAL INTERFUND TRANSFER	43,914	0	43,914	32,935.50	.00	10,978.50	75.0%
TOTAL REDEVELOPMENT TRUST FUND	0	0	0	199,711.97	8,490.80	-208,202.77	100.0%
TOTAL REVENUES	-431,196	-45,434	-476,630	-228,297.19	.00	-248,332.81	48%
TOTAL EXPENSES	431,196	45,434	476,630	<u>428,009.16</u>	8,490.80	40,130.04	90%

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ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30001 CAPITAL PROJECTS REVENUES							

31 TAXES							

31260 DISCRETIONALLY SALES SURTAX	-386,376	0	-386,376	-294,428.00	.00	-91,948.00	76.2%
TOTAL TAXES	-386,376	0	-386,376	<u>-294,428.00</u>	.00	-91,948.00	76.2%

36 MISC. REVENUE							

36120 INTEREST EARNED	-1,000	0	-1,000	-2,779.33	.00	1,779.33	277.9%
TOTAL MISC. REVENUE	-1,000	0	-1,000	<u>-2,779.33</u>	.00	1,779.33	277.9%

38 NON REVENUES							

38001 XFER IN FUND BALANCE	-84,151	0	-84,151	.00	.00	-84,151.00	.0%
TOTAL NON REVENUES	-84,151	0	-84,151	.00	.00	-84,151.00	.0%
TOTAL CAPITAL PROJECTS REVENUES	-471,527	0	-471,527	<u>-297,207.33</u>	.00	-174,319.67	<u>63.0%</u>

10 PMTS - 75%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

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ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30511 CAP PROJECTS							

60 CAPITAL OUTLAY							

60630 IMPROVEMENTS	0	30,000	30,000	.00	.00	30,000.00	.0%
60640 EQUIPMENT PURCHASES	0	3,350	3,350	3,399.92	.00	-49.92	101.5% <i>OK</i>
TOTAL CAPITAL OUTLAY	0	33,350	33,350	3,399.92	.00	29,950.08	10.2%

90 NON-OPERATING							

90990 CONTINGENCY FUND	182,340	-37,183	145,157	.00	.00	145,157.00	.0%
TOTAL NON-OPERATING	182,340	-37,183	145,157	.00	.00	145,157.00	.0%
TOTAL CAP PROJECTS	182,340	-3,833	178,507	3,399.92	.00	175,107.08	1.9%

*Security Cameras
CH + UT*

↑

3,399.92

1.9%

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ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30521	LAW ENFORCEMENT CAP PROJ							

60	CAPITAL OUTLAY							

60640	EQUIPMENT PURCHASES	8,000	0	8,000	.00	.00	8,000.00	.0%
60649	EQUIPMENT - VEHICLES	80,000	11,200	91,200	87,783.42	.00	3,416.58	96.3%
	TOTAL CAPITAL OUTLAY	88,000	11,200	99,200	87,783.42	.00	11,416.58	88.5%
	TOTAL LAW ENFORCEMENT CAP PROJ	88,000	11,200	99,200	87,783.42	.00	11,416.58	88.5%

*Will Purchase
2 Car Cameras
\$ 4500/ea*

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CITY OF FRUITLAND PARK
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ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30522 FIRE DEPT CAPITAL PROJECT							

60 CAPITAL OUTLAY							

60640 EQUIPMENT PURCHASES	61,300	-30,000	31,300	31,299.04	.00	.96	100.0%
TOTAL CAPITAL OUTLAY	61,300	-30,000	31,300	31,299.04	.00	.96	100.0%
TOTAL FIRE DEPT CAPITAL PROJECT	61,300	-30,000	31,300	31,299.04	.00	.96	100.0%

scBA (Airpacks + Fill Sys)

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ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30541 ROAD & ST CAPITAL PROJECT							

60 CAPITAL OUTLAY							

60640 EQUIPMENT PURCHASES	65,700	0	65,700	47,437.08	.00	18,262.92	72.2%
TOTAL CAPITAL OUTLAY	65,700	0	65,700	47,437.08	.00	18,262.92	72.2%
TOTAL ROAD & ST CAPITAL PROJECT	65,700	0	65,700	47,437.08	.00	18,262.92	72.2%

Truck F250
Gator
Radio System

47,437.08

72.2%

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ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
300 CAPITAL PROJECTS FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USED	

30571 LIBRARY CAPITAL PROJECTS								

60 CAPITAL OUTLAY								

60663 LIBRARY CONSTRUCTION	990,700	-990,700	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	990,700	-990,700	0	.00	.00	.00	.00	.0%
TOTAL LIBRARY CAPITAL PROJECTS	990,700	-990,700	0	.00	.00	.00	.00	.0%

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ACCOUNTS FOR: 300 CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30572 RECREATION CAP PROJECTS							
60 CAPITAL OUTLAY							
60635 VETERANS PARK	0	22,633	22,633	22,162.17	.00	470.83	97.9%
TOTAL CAPITAL OUTLAY	0	22,633	22,633	22,162.17	.00	470.83	97.9%
TOTAL RECREATION CAP PROJECTS	0	22,633	22,633	22,162.17	.00	470.83	97.9%

*Outfield Fence
Toilets
Concession Stand Door, Bathroom
Bench, Bases*

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CITY OF FRUITLAND PARK
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ACCOUNTS FOR: 300	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

30581 INTERFUND TRANSFERS								

90 NON-OPERATING								

90914	XFER TO UTILITY	74,187	0	74,187	14,186.27	.00	60,000.73	19.1%
	TOTAL NON-OPERATING	74,187	0	74,187	14,186.27	.00	60,000.73	19.1%
	TOTAL INTERFUND TRANSFERS	74,187	0	74,187	14,186.27	.00	60,000.73	19.1%
	TOTAL CAPITAL PROJECTS FUND	990,700	-990,700	0	-90,939.43	.00	90,939.43	100.0%
	TOTAL REVENUES	-471,527	0	-471,527	-297,207.33	.00	-174,319.67	63%
	TOTAL EXPENSES	1,462,227	-990,700	471,527	206,267.90	.00	265,259.10	44%

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

40001 WATER UTILITY REVENUES							

34 CHARGES FOR SERVICES							

34321 BULK WATER SALES	-18,000	12,434	-5,566	.00	.00	-5,566.00	.0%
34331 SALE OF WATER	-575,300	0	-575,300	-473,788.11	.00	-101,511.89	82.4%
34332 INSTALLATION OF METERS	-5,200	-5,196	-10,396	-11,968.26	.00	1,572.26	115.1%
34333 BACKFLOW INSTALLATION	-1,550	0	-1,550	-1,516.15	.00	-33.85	97.8%
34334 WATER LINE INSTALLATION	-1,000	-200	-1,200	-1,200.40	.00	.40	100.0%
34335 OTHER REVENUES	-61,800	0	-61,800	-49,907.64	.00	-11,892.36	80.8%
TOTAL CHARGES FOR SERVICES	-662,850	7,038	-655,812	-538,380.56	.00	-117,431.44	82.1%

36 MISC. REVENUE							

36120 INTEREST EARNED	-2,500	-5,417	-7,917	-9,467.89	.00	1,550.89	119.6%
36320 WATER IMPACT FEE	-15,000	0	-15,000	-158,788.28	.00	143,788.28	1058.6%
36441 SALE OF SURPLUS EQUIPMENT	0	-1,621	-1,621	-1,621.65	.00	.65	100.0%
TOTAL MISC. REVENUE	-17,500	-7,038	-24,538	-169,877.82	.00	145,339.82	692.3%

38 NON REVENUES							

38004 XFER IN RETAINED EARNING	-80,411	0	-80,411	.00	.00	-80,411.00	.0%
38006 XFER IN WTR/SWR IMPACT FEES NO	-163,991	0	-163,991	.00	.00	-163,991.00	.0%
38150 XFER IN REDEVELOPMENT	-8,264	0	-8,264	-6,198.00	.00	-2,066.00	75.0%
38940 DEVELOPER CONTRIBUTION JILG	-600,000	0	-600,000	.00	.00	-600,000.00	.0%
TOTAL NON REVENUES	-852,666	0	-852,666	-6,198.00	.00	-846,468.00	.7%
TOTAL WATER UTILITY REVENUES	-1,533,016	0	-1,533,016	-714,456.38	.00	-818,559.62	46.6%

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ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40301 SEWER UTILTIY REVENUES							

34 CHARGES FOR SERVICES							

34334 WATER LINE INSTALLATION	-5,000	0	-5,000	-5,190.00	.00	190.00	103.8%
34339 SEWER DECOMMISSION	-4,500	0	-4,500	-2,850.00	.00	-1,650.00	63.3%
34351 SEWER UTILITY REVENUE	-103,000	0	-103,000	-92,043.26	.00	-10,956.74	89.4%
34352 ELECTRIC CONNECTION SEWER	-3,000	0	-3,000	-3,000.00	.00	.00	100.0%
TOTAL CHARGES FOR SERVICES	-115,500	0	-115,500	-103,083.26	.00	-12,416.74	89.2%

36 MISC. REVENUE							

36321 SEWER IMPACT FEE	-20,000	0	-20,000	-212,354.50	.00	192,354.50	1061.8%
TOTAL MISC. REVENUE	-20,000	0	-20,000	-212,354.50	.00	192,354.50	1061.8%

38 NON REVENUES							

38006 XFER IN WTR/SWR IMPACT FEES	-23,855	0	-23,855	.00	.00	-23,855.00	.0%
38300 XFER IN CAPITAL PROJECT	-74,187	0	-74,187	-14,186.27	.00	-60,000.73	19.1%
38401 DEBT PROCEEDS - LOAN	-2,300,000	0	-2,300,000	.00	.00	-2,300,000.00	.0%
TOTAL NON REVENUES	-2,398,042	0	-2,398,042	-14,186.27	.00	-2,383,855.73	.6%
TOTAL SEWER UTILTIY REVENUES	-2,533,542	0	-2,533,542	-329,624.03	.00	-2,203,917.97	13.0%

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ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40533 WATER UTILITY SERVICES							

10 PERSONAL SERVICES							

10110 SALARY	82,504	-3,545	78,959	67,152.48	.00	11,806.52	85.0%
10111 BONUS	1,188	-236	952	951.96	.00	.04	100.0%
10120 WAGES	194,352	0	194,352	148,179.79	.00	46,172.21	76.2%
10121 BONUS	2,399	-1,044	1,355	1,354.88	.00	.12	100.0%
10140 OVERTIME	7,500	4,750	12,250	9,455.47	.00	2,794.53	77.2%
10210 FICA	16,551	2,750	19,301	16,826.38	.00	2,474.62	87.2%
10220 RETIREMENT	12,112	-1,300	10,812	9,323.66	.00	1,488.34	86.2%
10230 HOSPITALIZATION	44,424	-2,000	42,424	36,573.11	.00	5,850.89	86.2%
10233 LIFE INSURANCE	678	0	678	531.32	.00	146.68	78.4%
10236 DENTAL INSURANCE	2,002	0	2,002	1,394.09	.00	607.91	69.6%
10240 WORKERS COMPENSATION	7,884	625	8,509	8,508.80	.00	.20	100.0%
TOTAL PERSONAL SERVICES	371,594	0	371,594	300,251.94	.00	71,342.06	80.8%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	2,500	-1,270	1,230	.00	.00	1,230.00	.0%
30315 CONSUMPTIVE USE PERMIT	10,000	0	10,000	562.50	.00	9,437.50	5.6%
30320 AUDIT FEES	8,450	0	8,450	3,450.00	.00	5,000.00	40.8%
30340 CONTRACTUAL SERVICES	76,600	0	76,600	46,436.24	13,579.00	16,584.76	78.3%
30400 TRAVEL/PER DIEM	500	0	500	.00	.00	500.00	.0%
30410 COMMUNICATIONS	11,436	0	11,436	6,984.15	.00	4,451.85	61.1%
30420 POSTAGE	11,314	0	11,314	8,299.15	.00	3,014.85	73.4%
30430 ELECTRIC	35,400	0	35,400	25,976.08	.00	9,423.92	73.4%
30440 RENTAL OF EQUIPMENT	500	0	500	.00	.00	500.00	.0%
30450 INSURANCE	10,730	1,270	12,000	11,978.64	.00	21.36	99.8%
30460 REPAIRS	20,000	0	20,000	13,043.43	.00	6,956.57	65.2%
30462 VEHICLE REPAIRS/MAINT	4,500	0	4,500	4,191.08	.00	308.92	93.1%
30463 EQUIPMENT REPAIRS/MAINT	6,000	0	6,000	2,720.32	.00	3,279.68	45.3%
30464 FACILITIES REPAIRS/MAINT	12,500	0	12,500	11,876.55	.00	623.45	95.0%
30466 FIRE HYDRANT REPLACEMENT	7,500	-300	7,200	.00	.00	7,200.00	.0%
30470 PRINTING & COPYING	500	0	500	198.00	.00	302.00	39.6%
30480 ADVERTISING	500	0	500	.00	.00	500.00	.0%
30490 MISC EXPENSE	10,000	0	10,000	100.00	.00	9,900.00	1.0%
30510 OFFICE SUPPLIES	500	300	800	563.38	.00	236.62	70.4%

AK, Roof well

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ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
30520 SUPPLIES	30,000	0	30,000	20,370.49	.00	9,629.51	67.9%
30521 UNIFORMS	2,750	0	2,750	1,722.88	.00	1,027.12	62.7%
30522 FUEL	8,000	0	8,000	3,925.50	.00	4,074.50	49.1%
30542 TRAINING & EDUCATION	2,000	0	2,000	1,345.20	.00	654.80	67.3%
30544 MEMBERSHIPS	1,000	0	1,000	920.00	.00	Annual 80.00	92.0% OK
TOTAL OPERATING EXPENSES	273,180	0	273,180	164,663.59	13,579.00	94,937.41	65.2%
60 CAPITAL OUTLAY							

60640 EQUIPMENT PURCHASES	0	1,680	1,680	3,648.00	Fence Well 3 VILLG .00	-1,968.00	217.1%
TOTAL CAPITAL OUTLAY	0	1,680	1,680	3,648.00	.00	-1,968.00	217.1%
70 DEBT SERVICE							

70743 FDOT HWY CONSTRUCTION LOAN	14,187	0	14,187	14,186.27	.00	.73	100.0%
TOTAL DEBT SERVICE	14,187	0	14,187	14,186.27	.00	.73	100.0%
90 NON-OPERATING							

90940 CONTINGENCY FUND	8,976	-1,680	7,296	.00	.00	7,296.00	.0%
90991 BAD DEBT EXPENSE	750	0	750	.00	.00	750.00	.0%
TOTAL NON-OPERATING	9,726	-1,680	8,046	.00	.00	8,046.00	.0%
TOTAL WATER UTILITY SERVICES	668,687	0	668,687	482,749.80	13,579.00	172,358.20	74.2%

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

40535 SEWER UTILITY SERVICES							

10 PERSONAL SERVICES							

10120 WAGES	26,780	0	26,780	17,848.00	.00	8,932.00	66.6%
10121 BONUS	309	-225	84	84.00	.00	.00	100.0%
10140 OVERTIME	3,000	0	3,000	324.00	.00	2,676.00	10.8%
10210 FICA	2,405	0	2,405	1,353.02	.00	1,051.98	56.3%
10220 RETIREMENT	1,339	0	1,339	1,326.16	.00	12.84	99.0%
10230 HOSPITALIZATION	7,404	-1,200	6,204	3,701.10	.00	2,502.90	59.7%
10233 LIFE INSURANCE	97	0	97	37.25	.00	59.75	38.4%
10236 DENTAL INSURANCE	334	0	334	94.52	.00	239.48	28.3%
10240 WORKERS COMPENSATION	1,402	0	1,402	934.01	.00	467.99	66.6%
TOTAL PERSONAL SERVICES	43,070	-1,425	41,645	25,702.06	.00	15,942.94	61.7%

30 OPERATING EXPENSES							

30311 ENGINEERING FEES	1,000	0	1,000	.00	.00	1,000.00	.0%
30340 CONTRACTUAL SERVICES	32,000	0	32,000	11,929.72	.00	20,070.28	37.3%
30400 TRAVEL/PER DIEM	300	0	300	.00	.00	300.00	.0%
30410 COMMUNICATIONS	600	0	600	.00	.00	600.00	.0%
30420 POSTAGE	50	0	50	.00	.00	50.00	.0%
30430 ELECTRIC	13,200	0	13,200	10,344.83	.00	2,855.17	78.4%
30431 WATER	1,800	700	2,500	2,043.57	.00	456.43	81.7%
30440 RENTAL OF EQUIPMENT	500	0	500	.00	.00	500.00	.0%
30450 INSURANCE	12,181	1,420	13,601	13,598.46	.00	2.54	100.0%
30462 VEHICLE REPAIRS/MAINT	2,000	9,291	11,291	9,116.27	.00	2,174.73	80.7%
30463 EQUIPMENT REPAIRS/MAINT	4,000	0	4,000	392.20	.00	3,607.80	9.8%
30464 FACILITIES REPAIRS/MAINT	1,000	0	1,000	426.47	.00	573.53	42.6%
30467 SYSTEM REPAIRS	3,000	0	3,000	1,006.70	.00	1,993.30	33.6%
30490 MISC EXPENSE	10,000	-9,291	709	.00	.00	709.00	.0%
30510 OFFICE SUPPLIES	500	0	500	205.69	.00	294.31	41.1%
30520 SUPPLIES	9,000	-695	8,305	2,615.97	.00	5,689.03	31.5%
30521 UNIFORMS	800	0	800	669.84	.00	130.16	83.7%
30522 FUEL	3,000	0	3,000	2,341.45	.00	658.55	78.0%
30542 TRAINING & EDUCATION	2,200	0	2,200	85.00	.00	2,115.00	3.9%
TOTAL OPERATING EXPENSES	97,131	1,425	98,556	54,776.17	.00	43,779.83	55.6%

60 CAPITAL OUTLAY							

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ACCOUNTS FOR: 400	UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40535	SEWER UTILITY SERVICES							
60640	EQUIPMENT PURCHASES	40,000	0	40,000	19,649.39	.00	20,350.61	49.1%
60655	SYSTEM IMPROVEMENTS	2,900,000	0	2,900,000	220,728.94	87,937.52	2,591,333.54	10.6%
	TOTAL CAPITAL OUTLAY	2,940,000	0	2,940,000	240,378.33	87,937.52	2,611,684.15	11.2%

70	DEBT SERVICE							

70740	DEBT SERVICE LOAN PRINC SRF	103,026	0	103,026	52,516.13	.00	50,509.87	51.0%
70741	INTEREST SEWER SRF LOAN #1	4,854	0	4,854	2,290.33	.00	2,563.67	47.2%
70742	INTEREST SEWER SRF LOAN #2	29,790	0	29,790	14,027.77	.00	15,762.23	47.1%
70744	INTEREST SEWER BB&T BANK LOAN	60,000	0	60,000	19,740.28	.00	40,259.72	32.9%
	TOTAL DEBT SERVICE	197,670	0	197,670	88,574.51	.00	109,095.49	44.8%
	TOTAL SEWER UTILITY SERVICES	3,277,871	0	3,277,871	409,431.07	87,937.52	2,780,502.41	15.2%

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CITY OF FRUITLAND PARK
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FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 400 UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

40581 INTERFUND TRANSFERS							

90 NON-OPERATING							

90910 CONTRIBUTIONS/GEN FUND	120,000	0	120,000	100,000.00	.00	20,000.00	83.3%
TOTAL NON-OPERATING	120,000	0	120,000	100,000.00	.00	20,000.00	83.3%
TOTAL INTERFUND TRANSFERS	120,000	0	120,000	100,000.00	.00	20,000.00	83.3%
TOTAL UTILITY FUND	0	0	0	-51,899.54	101,516.52	-49,616.98	100.0%
TOTAL REVENUES	-4,066,558	0	-4,066,558	-1,044,080.41	.00	-3,022,477.59	26%
TOTAL EXPENSES	4,066,558	0	4,066,558	992,180.87	101,516.52	2,972,860.61	24%

JULY 31, 2016

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
600 FIRE PENSION FUND							

60001 FIRE PENSION REVENUES							

36 MISC. REVENUE							

36110 INTEREST INCOME	-10,000	0	-10,000	-1,455.56	.00	-8,544.44	14.6%
36120 INTEREST EARNED	0	0	0	-5,853.41	.00	5,853.41	100.0%
36140 GAIN/LOSS ON SALE OF INVESTMT	0	0	0	-8,409.96	.00	8,409.96	100.0%
TOTAL MISC. REVENUE	-10,000	0	-10,000	-15,718.93	.00	5,718.93	157.2%

38 NON REVENUES							

38500 PARTICIPANTS CONTRIBUTION	-2,309	0	-2,309	-2,078.57	.00	-230.43	90.0%
38501 CITY CONTRIBUTION	-2,309	0	-2,309	-2,078.57	.00	-230.43	90.0%
38510 STATE INS CONTRIBUTION	-21,000	0	-21,000	.00	.00	-21,000.00	.0%
TOTAL NON REVENUES	-25,618	0	-25,618	-4,157.14	.00	-21,460.86	16.2%
TOTAL FIRE PENSION REVENUES	-35,618	0	-35,618	-19,876.07	.00	-15,741.93	55.8%

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

JULY 31, 2016

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FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
600 FIRE PENSION FUND							

60522 FIRE PENSION TRUST FUND							

30 OPERATING EXPENSES							

30490 MISC EXPENSE	34,218	-1,000	33,218	.00	.00	33,218.00	.0%
30494 RETIREMENT REFUNDS	200	1,000	1,200	1,121.72	.00	78.28	93.5%
30496 RETIREMENT BENEFITS	1,200	0	1,200	4,766.30	.00	-3,566.30	397.2%
TOTAL OPERATING EXPENSES	35,618	0	35,618	5,888.02	.00	29,729.98	16.5%
TOTAL FIRE PENSION TRUST FUND	35,618	0	35,618	5,888.02	.00	29,729.98	16.5%
TOTAL FIRE PENSION FUND	0	0	0	-13,988.05	.00	13,988.05	100.0%
TOTAL REVENUES	-35,618	0	-35,618	-19,876.07	.00	-15,741.93	
TOTAL EXPENSES	35,618	0	35,618	5,888.02	.00	29,729.98	

JULY 31, 2016

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

62001 RECREATION REVENUE							

34 CHARGES FOR SERVICES							

34722 ADULT SOFTBALL LEAGUE	-30,000	0	-30,000	-21,930.00	.00	-8,070.00	73.1%
34726 T-BALL	-3,000	0	-3,000	-1,355.00	.00	-1,645.00	45.2%
34728 SOCCER	-6,375	0	-6,375	.00	.00	-6,375.00	.0%
34729 SWIM TEAM	-2,000	0	-2,000	-65.00	.00	-1,935.00	3.3%
34731 ZUMBA	0	0	0	-246.00	.00	246.00	100.0%
34739 SUMMER CAMP	-1,800	0	-1,800	.00	.00	-1,800.00	.0%
34740 SPECIAL EVENTS - 5K	-7,500	-2,636	-10,136	-10,135.95	.00	-.05	100.0%
TOTAL CHARGES FOR SERVICES	-50,675	-2,636	-53,311	-33,731.95	.00	-19,579.05	63.3%

36 MISC. REVENUE							

36110 INTEREST INCOME	-230	0	-230	-53.86	.00	-176.14	23.4%
36990 MISC REVENUE	0	0	0	-1,060.00	.00	1,060.00	100.0%
TOTAL MISC. REVENUE	-230	0	-230	-1,113.86	.00	883.86	484.3%
TOTAL RECREATION REVENUE	-50,905	-2,636	-53,541	-34,845.81	.00	-18,695.19	65.1%

FOR 2016 10

JOURNAL DETAIL 2016 1 TO 2016 13

ACCOUNTS FOR: 620 RECREATION FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

62579 RECREATION FUND							

30 OPERATING EXPENSES							

30351 SOFTBALL PROGRAM	21,278	0	21,278	16,255.42	.00	5,022.58	76.4%
30357 SWIM TEAM	500	0	500	140.06	.00	359.94	28.0%
30360 SOCCER PROGRAM	3,800	0	3,800	493.23	.00	3,306.77	13.0%
30363 T-BALL	3,780	0	3,780	1,582.94	.00	2,197.06	41.9%
30380 SPECIAL EVENTS	7,500	2,636	10,136	9,950.00	.00	186.00	98.2% OK
30470 PRINTING & COPYING	100	0	100	.00	.00	100.00	.0%
30490 MISC EXPENSE	1,623	0	1,623	262.00	.00	1,361.00	16.1%
TOTAL OPERATING EXPENSES	38,581	2,636	41,217	28,683.65	.00	12,533.35	69.6%

90 NON-OPERATING							

90916 XFER TO GENERAL FUND	12,324	0	12,324	9,243.00	.00	3,081.00	75.0%
TOTAL NON-OPERATING	12,324	0	12,324	9,243.00	.00	3,081.00	75.0%
TOTAL RECREATION FUND	50,905	2,636	53,541	37,926.65	.00	15,614.35	70.8%
TOTAL RECREATION FUND	0	0	0	3,080.84	.00	-3,080.84	100.0%
TOTAL REVENUES	-50,905	-2,636	-53,541	-34,845.81	.00	-18,695.19	
TOTAL EXPENSES	50,905	2,636	53,541	37,926.65	.00	15,614.35	

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CITY OF FRUITLAND PARK
YEAR TO DATE BUDGET - 83% LAPSED

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JOURNAL DETAIL 2016 1 TO 2016 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

GRAND TOTAL	990,700	-990,700	0	-1,538,638.74	295,816.00	1,242,822.74	100.0%

** END OF REPORT - Generated by Sue Parker **

RESOLUTION 2004-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA; RELATING TO QUASI-JUDICIAL HEARINGS; ESTABLISHING PROCEDURES FOR THE DISCLOSURE OF EX PARTE COMMUNICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 286.0115 allows municipalities to remove the presumption of prejudice attached to ex parte communications with local public officials in quasi-judicial proceedings through the adoption of a resolution or ordinance establishing a process for the disclosure of such communications; and

WHEREAS, the City Commission of the City of Fruitland Park desires to implement the provisions of F.S. 286.0115 with respect to quasi-judicial proceedings which occur before the City Commission as well as city boards and committees.

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

Section 1. The following procedures shall apply with regards to any quasi-judicial matters before the City Commission or any board or committee of the City:

**Procedures for quasi-judicial hearings;
Disclosure of ex parte communications.**

(a) *Intent.* Pursuant to Section 286.0115(1), Florida Statutes, it is the intent of the city commission that this section is intended to remove the presumption of prejudice from *ex parte* communications with city officials and to permit, among other things, site visits, the receipt of expert opinion, and the review of mail and other correspondence relating to quasi-judicial proceedings by said city officials. .

(b) *Definitions.* As used in this section, the following terms shall be defined as follows:

- (1) "City official" means and refers to any elected or appointed public official holding a municipal position or office who recommends or takes quasi-judicial action as a member of a city board, commission, or committee, including, but not limited to, a member of the city commission, the code enforcement board, the planning and zoning board, or the local planning agency.
- (2) "*Ex parte* communication" means a communication involving a city official and a member of the public, regarding a pending quasi-judicial action, such that the city official may be exposed to only one perspective

or part of the evidence with regard to a quasi-judicial action pending before the commission or board on which the city official serves. *Ex parte* communications occur at other than a public meeting of the board on which the city official serves at which the quasi-judicial action discussed has been publicly noticed.

- (3) "Member of the public" refers to any person interested in a quasi-judicial action, including, but not limited to, an applicant, an officer or member of a homeowner's association, an officer or member of an environmental, homebuilding/development, or concerned citizen's organization, an official or employee of a governmental entity other than the City, a developer, a property owner, or an interested citizen, or a representative of or attorney for any of the foregoing.
- (4) "Quasi-judicial" refers to a land use, land development, zoning, or building related permit, application or appeal, as set forth below, in which city officials give notice and an opportunity to be heard to certain substantially affected persons, investigate facts, ascertain the existence of facts, hold hearings, weigh evidence, draw conclusions from the facts, and apply the law to the facts, as the basis for their decision.
- (5) "Site visit" means an inspection of real property subject to an application for any quasi-judicial action prior to a public hearing on the application conducted by a city official. The mere act of driving by a site in the daily course of driving to a particular location, such as work or a particular store, which act is not undertaken for the purpose of inspecting a particular parcel of real property is not a site visit for purposes of this section.

(c) *Ex parte communications between city officials and members of the public.*

- (1) A member of the public not otherwise prohibited by statute, charter provision or ordinance may have an *ex parte* communication with any city official regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below.
- (2) Except as otherwise provided by statute, charter provision, or ordinance, any city official may have an *ex parte* communication with any expert witness or consultant regarding any quasi-judicial matter on which action may be taken by the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) below. Nothing here,

however, shall restrict a city official access to city staff or expert witness or consultant retained by the City.

(3) Disclosure.

- (A) All city officials shall disclose the occurrence of all *ex parte* communications or discussions with a member of the public or an expert witness or consultant involving said city official which relate to the quasi-judicial action pending before the commission or board on which the city official serves.
 - (B) Disclosure shall occur by no later than the final public hearing, or if no formal public hearing is held, then any hearing at which the final decision regarding the quasi-judicial matter is made. The city official shall disclose the *ex parte* communication verbally or by memorandum. Any such memorandum disclosing the occurrence of the *ex parte* communication shall be placed in the official file regarding the pending quasi-judicial matter which file shall be maintained in the City Clerk's records.
 - (C) At the time of disclosure, the city official shall identify the person, group, or entity with whom the *ex parte* communication took place, the substance of the *ex parte* communication, and any matters discussed which are considered by the city official to be material to said city official's decision in the pending quasi-judicial matter.
- (d) *Oral or written communications between city staff and city officials.* City officials may discuss quasi-judicial matters pending before the commission or board on which said city official serves with city staff without the requirement to disclose pursuant to sub-section (c)(3) above.
- (e) *Site visits by city officials.* Any city official may conduct a site visit of any property related to a quasi-judicial matter pending before the commission or board on which the city official serves; provided, that the city official adheres to the disclosure requirements set forth in sub-section (c)(3) above. Any disclosure of a site visit pursuant to sub-section (c)(3) shall disclose the existence of the site visit, and any information obtained by virtue of the site visit considered by the city official to be material to said official's decision regarding the pending quasi-judicial matter.
- (f) *Review of mail, correspondence, and written communications by city officials.* Any city official may review mail, correspondence, or written communications, related to a quasi-judicial matter pending before the commission or board on which the city official serves. Upon review of the mail, correspondence, or

written communication, the document shall be placed in the official file regarding the pending quasi-judicial matter and maintained in the city clerk's records.

- (g) *City clerk's file.* All correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter shall be placed in the official file regarding said matter and maintained by the city clerk. Said correspondence, mail, or written communications reviewed by city officials prior to the final hearing on a pending quasi-judicial matter, or any disclosure memoranda as described in sub-section (c)(3)(B), shall be available for public inspection. By no later than the final public hearing, or if no formal public hearing is held, then at any hearing at which the final decision regarding the quasi-judicial matter is made, the city clerk shall make said correspondence, mail, written communications, or other matters, and any disclosure memoranda placed in the official file, a part of the record. All of the foregoing documents shall be received by the commission or board as evidence, with the exception of disclosure memoranda, subject to any objections interposed by participants at the hearing.
- (h) *Opportunity to comment upon substance of disclosure.* At such time that a disclosure regarding an *ex parte* communication, receipt of an expert opinion, site visit, or review of mail, correspondence, or other written communication is made a part of the record at a hearing, persons who may have opinions or evidence contrary to those expressed in the *ex parte* communication, expert opinion, or mail, correspondence, or other written communication, or noted during the site visit, shall be given a reasonable opportunity to refute or respond and provide contrasting information, evidence, or views.

Section 2. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

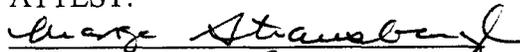
Section 3. This resolution shall be effective upon passage.

PASSED AND RESOLVED this 24th day of June, 2004, by the City Commission of the City of Fruitland Park, Florida.



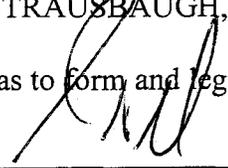
JOHN L. GUNTER, JR., VICE MAYOR

ATTEST:



MARGE STRAUSEBAUGH, CITY CLERK

Approved as to form and legality:



Scott A. Gerken, City Attorney



ORDINANCE 2016 -016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A COMPREHENSIVE PLAN AMENDMENT AMENDING THE FUTURE LAND USE DESIGNATION FROM SINGLE FAMILY MEDIUM DENSITY TO COMMERCIAL ON THE FUTURE LAND USE MAP OF THE CITY OF FRUITLAND PARK'S COMPREHENSIVE PLAN FOR APPROXIMATELY 1.04 ± ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A (MILLER STREET) AND WEST OF ROSE STREET; DIRECTING THE CITY CLERK 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; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Patricia Pospisil, President of Sunshine Properties and Rentals, Inc., requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation of "Commercial" under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1: The following described property consisting of approximately 1.04 ± acres generally located north of CR 466A (Miller Street) and west of Rose Street and more particularly described as follows:

LEGAL DESCRIPTION: The East Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter, in Section 4, Township 19 South, Range 24 East, Lake County, Florida. Less the North 431.07 feet. Also Less and Except the following: Commence at a car axle with no identification located at the Northwest corner of the Southwest Quarter of Section 4, Township 19 South, Range 24 East, Lake County, Florida; thence run South 00°34'30" West, along the West line of the Southwest Quarter of said Section 4, a distance of 1297.59 feet to a point on the existing North Right of Way line of County Road 466A as depicted in Road Map Book 2, Page 118, in the Public Records of Lake County, Florida; thence, departing said West line run South 89°04'41" East, along said existing North Right of Way line, a distance of 1655.31 feet to the Point of Beginning, said point being on the West line of a parcel of land described in Official Records Book 1224, Page 1302, of said Public Records; thence, departing said existing North Right of Way line, run North 00°34'22" East, along said West property

line, a distance of 34.00 feet to a point on a line running parallel with and 34.00 feet Northerly of, when measured perpendicular to, said existing North Right of Way line; thence run South 89°04'41" East, along said parallel line, a distance of 109.22 feet to the point of curvature of a curve concave Southerly, having a radius of 34,441.41 feet, a chord bearing of South 88°56'42" East and a chord distance of 159.95 feet; thence run Easterly along the arc of said curve, through a central angle 00°15'58", a distance of 159.95 feet; thence departing said curve, run North 45°38'53" East, a distance of 64.04 feet; thence run North 00°34'21" East, a distance of 28.86 feet; thence run South 89°25'39" East, a distance of 16.55 feet to a point on the East line of the East Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 4, said Point also being on the existing West Right of Way line of Rose Street, depicted as Parker Street on the Plat of Summerwind, recorded in Plat Book 22, Page 53, of said Public Records; thence run South 00°34'21" West, along said existing West Right of Way line, a distance of 108.81 feet to a point on the aforesaid existing North Right of Way line of County Road 466A. Said point being on a curve concave Southerly, having a radius of 34,407.41 feet, a chord bearing of North 88°53'35" West and a chord distance of 222.05 feet; thence, departing said existing West right of Way line from a tangent bearing of North 88°42'29" West, run Westerly along said existing North Right of Way line and the arc of said curve, through a central angle of 00°22'11", a distance of 222.05 feet to the point of tangency; thence run North 89°04'41" West, along said existing North Right of Way line, a distance of 109.02 feet to the Point of Beginning.

Parcel Alternate Key No. 1170273

shall be assigned a land use designation of Commercial under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3: Transmittal. After adoption, a copy hereof shall be transmitted to the Department of Economic Opportunity – Bureau of Community Planning, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Fruitland Park, Florida.

Section 4: The City Manager or his designee, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Fruitland Park.

Section 5: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

Christopher J. Bell, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

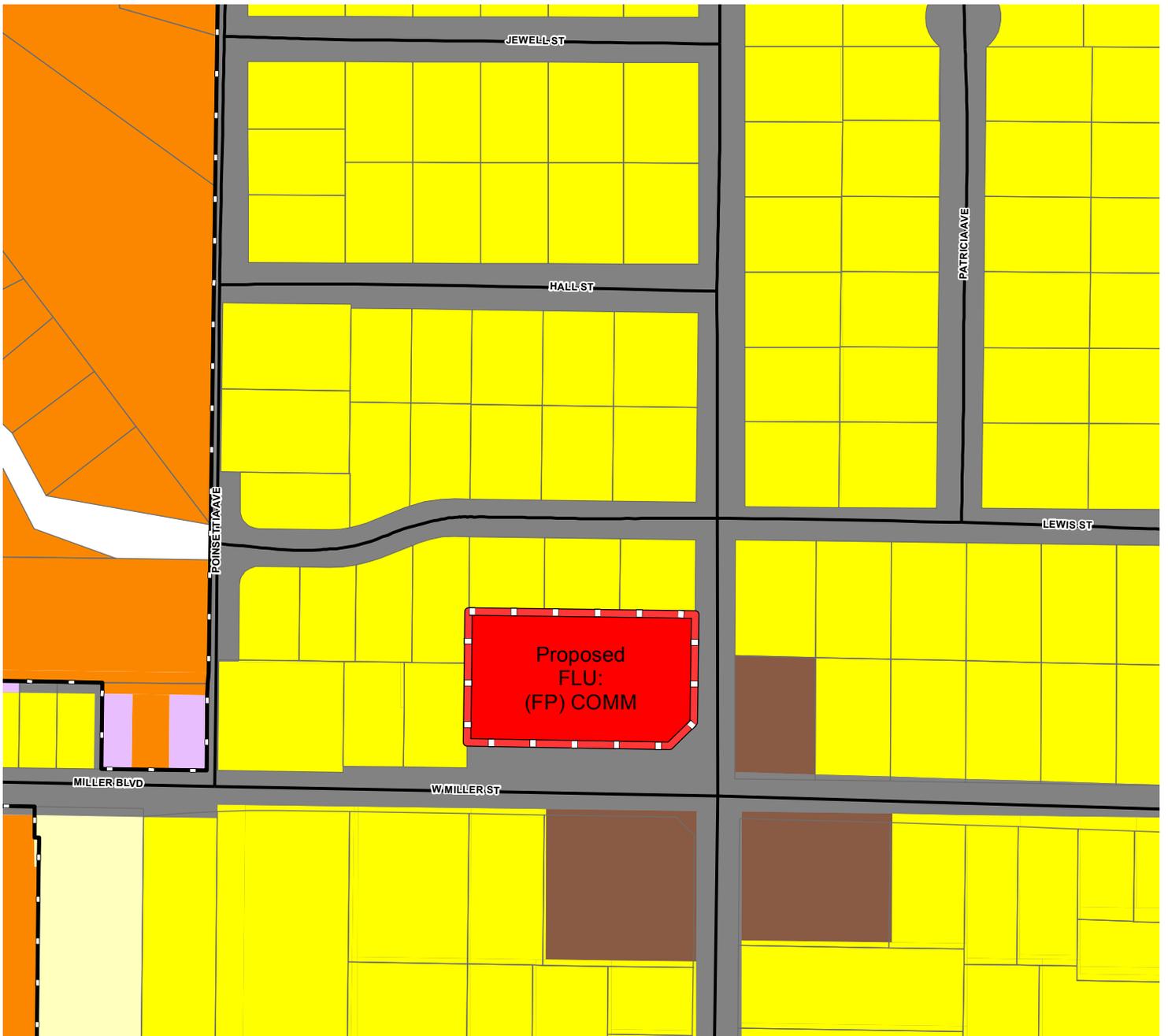
Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____
Passed Second Reading _____
(SEAL)

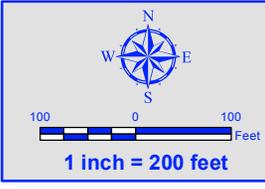
EXHIBIT A



Proposed
FLU:
(FP) COMM

Legend

Site Boundary	City of Fruitland Park Future Land Use
City of Fruitland Park	SFLD -- Single - Family Low Density (2 du/ac)
Lake County Future Land Use	SFMD -- Single - Family Medium Density (4 du/ac)
Public Service Facility and Infrastructure	MC -- Mixed Community (6 res. du/ac)
Urban Medium Density	OSC -- Open Space - Conservation
	ROW -- Right-of-Way
	COMM -- Commercial - High Intensity



City of Fruitland Park
Sunshine Properties & Rentals, Inc.
 Lake County, Florida
 Proposed Future Land Use

Project: 398-16-04
 File: Proposed FLU.mxd
 Name: Sunshine Properties
 PM: Sherie Lindh
 Date: Auguts 11, 2016
 Created By: J.Wilson

**LPG Urban &
Regional Planners, Inc.**
 1162 Camp Avenue, Mount Dora, Florida 32757
 Office: (352) 385-1940 / Fax: (352) 383-4824



**AGENDA ITEM
NUMBER
8d**

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	First Reading and Quasi-Judicial Public Hearing - Ordinance 2016-017 Rezoning		
For the Meeting of:	August 25, 2016		
Submitted by:	City Manager/Community Development Director/City Attorney		
Date Submitted:	August 16, 2016		
Are Funds Required:		Yes	X No
Account Number:	N/A		
Amount Required:	N/A		
Balance Remaining:	N/A		
Attachments:	Proposed Ordinance and Staff Report		
Description of Item: First reading and quasi-judicial public hearing of proposed Ordinance 2016-017.			
Action to be Taken: Accept the LPA's recommendation.			
Staff's Recommendation: Approval.			
Additional Comments: Second reading will be held on September 8, 2016.			

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

ORDINANCE 2016 - 017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 1.04 ± ACRES OF THE PROPERTY FROM SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL (R-2) TO GENERAL COMMERCIAL (C-2) WITHIN THE CITY LIMITS OF FRUITLAND PARK; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Patricia Pospisil, President of Sunshine Properties and Rentals, Inc., Owner, requesting that approximately 1.04 acres of real property generally located north of CR 466A and west of Rose Street (the "Property") be rezoned from "R-2" (Single Family Medium Density Residential) to "C-2" (General Commercial) within the city limits of Fruitland Park; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published; and

WHEREAS, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fruitland Park, Florida, as follows:

Section 1.

The following described property consisting of approximately 1.04 ± acres of land generally located north of CR 466A and west of Rose Street shall hereafter be designated as C-2, General Commercial, as defined in the Fruitland Park Land Development Regulations. The property is more particularly described as:

LEGAL DESCRIPTION: The East Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter, in Section 4, Township 19 South, Range 24 East, Lake County, Florida. Less the North 431.07 feet. Also Less and Except the following: Commence at a car axle with no identification located at the Northwest corner of the Southwest Quarter of Section 4, Township 19 South, Range 24 East, Lake County, Florida; thence run South 00°34'30" West, along the West line of the Southwest Quarter of said Section 4, a distance of 1297.59 feet to a point on the existing North Right of Way line of County Road 466A as depicted in Road Map Book 2, Page 118, in the Public Records of Lake County, Florida; thence, departing said West line run South 89°04'41" East, along said existing North Right of Way line, a distance of 1655.31 feet to the Point of Beginning, said point being on the West line of a parcel of land described in Official Records Book 1224, Page 1302, of said Public Records; thence, departing said existing North Right of Way line, run North

00°34'22" East, along said West property line, a distance of 34.00 feet to a point on a line running parallel with and 34.00 feet Northerly of, when measured perpendicular to, said existing North Right of Way line; thence run South 89°04'41" East, along said parallel line, a distance of 109.22 feet to the point of curvature of a curve concave Southerly, having a radius of 34,441.41 feet, a chord bearing of South 88°56'42" East and a chord distance of 159.95 feet; thence run Easterly along the arc of said curve, through a central angle 00°15'58", a distance of 159.95 feet; thence departing said curve, run North 45°38'53" East, a distance of 64.04 feet; thence run North 00°34'21" East, a distance of 28.86 feet; thence run South 89°25'39" East, a distance of 16.55 feet to a point on the East line of the East Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 4, said Point also being on the existing West Right of Way line of Rose Street, depicted as Parker Street on the Plat of Summerwind, recorded in Plat Book 22, Page 53, of said Public Records; thence run South 00°34'21" West, along said existing West Right of Way line, a distance of 108.81 feet to a point on the aforesaid existing North Right of Way line of County Road 466A. Said point being on a curve concave Southerly, having a radius of 34,407.41 feet, a chord bearing of North 88°53'35" West and a chord distance of 222.05 feet; thence, departing said existing West right of Way line from a tangent bearing of North 88°42'29" West, run Westerly along said existing North Right of Way line and the arc of said curve, through a central angle of 00°22' 11", a distance of 222.05 feet to the point of tangency; thence run North 89°04'41" West, along said existing North Right of Way line, a distance of 109.02 feet to the Point of Beginning.

Parcel Alternate Key No. 1170273

Section 2. That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2016.

Christopher J. Bell, Mayor
City of Fruitland Park, Florida

ATTEST:

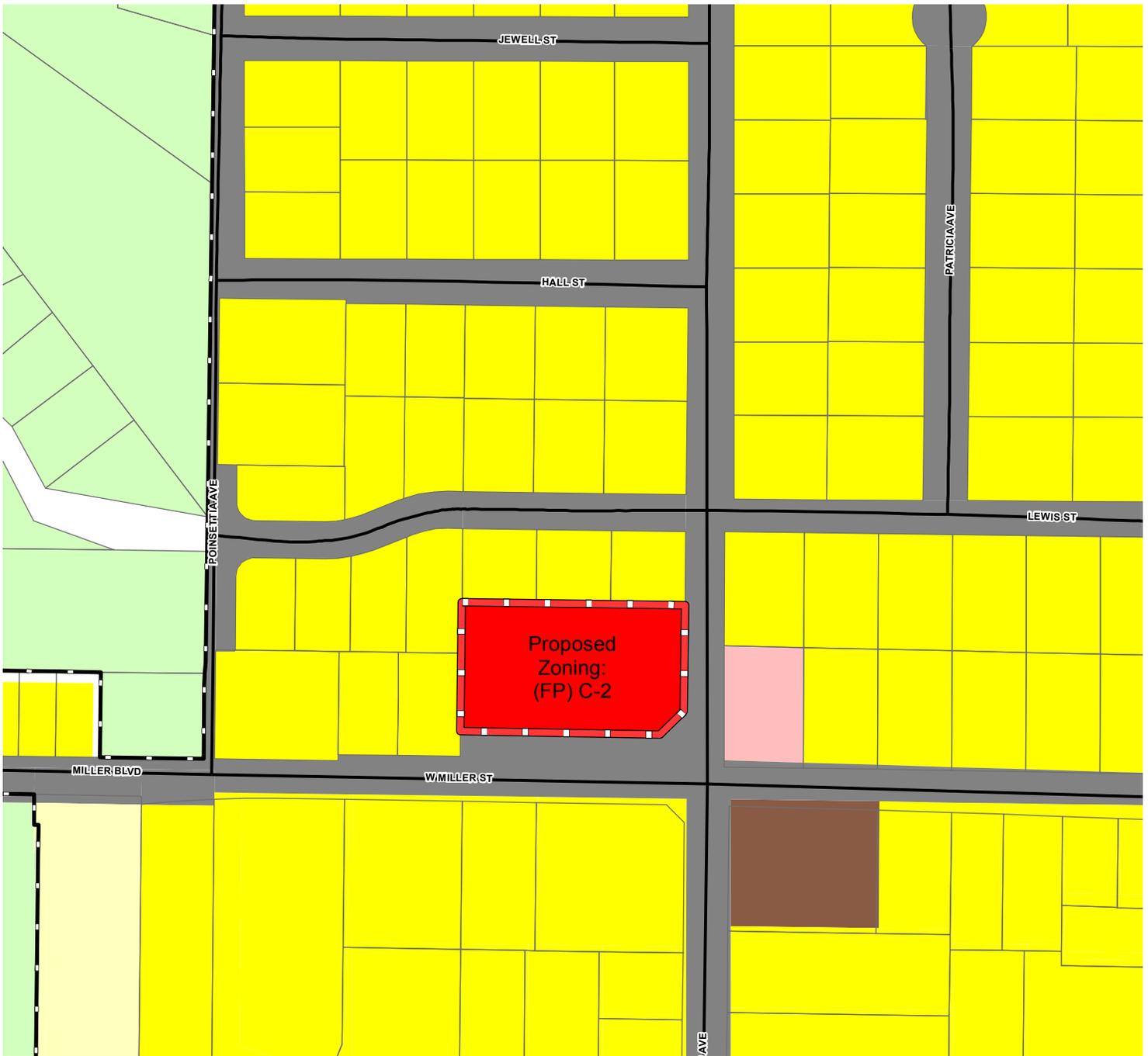
Approved as to Form:

Esther Coulson, CMC, City Clerk

Anita Geraci-Carver, City Attorney

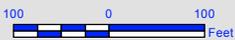
Commissioner Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Ranize _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Lewis _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____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

Passed First Reading _____
Passed Second Reading _____
(SEAL)



Legend

-  Site Boundary
-  City of Fruitland Park
-  "A" Agriculture District
- City of Fruitland Park Zoning**
-  R-1 -- Single - Family Low Density Residential
-  R-2 -- Single - Family Medium Density Residential
-  RP -- Residential Professional
-  C-1 -- Neighborhood Commercial
-  GB -- Green Belt District
-  ROW -- Right-of-Way
-  C-2 -- General Commercial



1 inch = 200 feet

**City of Fruitland Park
Sunshine Properties & Rentals, Inc.**

Lake County, Florida
Proposed Zoning

Project: 398-16-04
File: Proposed Zoning.mxd
Name: Sunshine Properties
PM: Sherie Lindh
Date: August 11, 2016
Created By: J.Wilson





506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: John Schaller, Chairman Colin Crews Connie Bame Daniel Dicus Philip Purlee	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
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**AGENDA
PLANNING & ZONING BOARD
AUGUST 18, 2016
6:00PM**



-
- I. **INVOCATION:**
 - II. **ROLL CALL:**
 - III. **MINUTES FROM PREVIOUS MEETING:** Approve minutes from June 16, 2016.
 - IV. **OLD BUSINESS:** None
 - V. **NEW BUSINESS:**
 - A. Sunshine Properties & Rentals, Inc., Small Scale Comp Plan Amendment, and Rezoning
 - a. SSCPA for 1 parcel totaling 1.04 ± acres
 - b. Rezoning from City Single Family Medium Density Residential (R-2) to City General Commercial (C-2)

BOARD MEMBERS' COMMENTS:

ADJOURNMENT:



Community Development Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

STAFF REPORT

Project: Sunshine Property & Rentals, Inc. SSCPA and Rezoning

Project Owner: Sunshine Property & Rentals, Inc.
Patricia Pospisil, President
1523 Grove Avenue
Leesburg, FL 34748

Project Address: 708 West Miller Street
Alternate Key#: 1170273

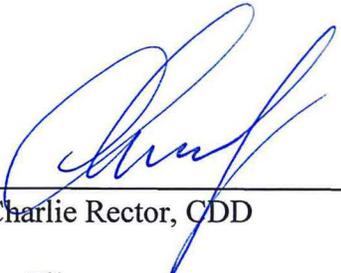
Proposed: Small Scale Comp Plan Amendment (SSCPA) and Rezoning
(Single Family Medium Density R2 to General Commercial C2)

The applicant indicates they would like to rezone said property to develop site as a suite of offices.

The proposed road improvements of CR 466A makes this zoning acceptable with projected City growth and development.

City Land Planner (LPG) is also recommending approval for the SSCP and rezoning application.

I hereby recommend APPROVAL of the SSCPA and APPROVAL of Rezoning.



Charlie Rector, CDD 8-12-16
Date

cc: File



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: John Schaller, Chairman Colin Crews Connie Bame Daniel Dicus Philip Purlee	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
---	--

**AGENDA
PLANNING & ZONING BOARD
AUGUST 18, 2016
6:00PM**



-
- I. **INVOCATION:**
 - II. **ROLL CALL:**
 - III. **MINUTES FROM PREVIOUS MEETING:** Approve minutes from June 16, 2016.
 - IV. **OLD BUSINESS:** None
 - V. **NEW BUSINESS:**
 - A. Sunshine Properties & Rentals, Inc., Small Scale Comp Plan Amendment, and Rezoning
 - a. SSCPA for 1 parcel totaling 1.04 ± acres
 - b. Rezoning from City Single Family Medium Density Residential (R-2) to City General Commercial (C-2)

BOARD MEMBERS' COMMENTS:

ADJOURNMENT:



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: John Schaller, Chairman Colin Crews Connie Bame Daniel Dicus Philip Purlee	Others: Charlie Rector, Community Development Director Tracy Kelley, Administrative Assistant
---	--

REVISED MINUTES
PLANNING & ZONING BOARD
JUNE 16, 2016
6:00PM

- I. **INVOCATION:** Chairman Schaller called the meeting to order at 6:03P.M. Chairman Schaller gave the invocation and led the pledge of allegiance.
- II. **ROLL CALL:** All Board members present with exception of Philip Purlee, and Daniel Dicus. Present CDD Rector and Assistant Kelley. Board member Connie Bame arrived late.
- III. **MINUTES FROM PREVIOUS MEETING:** Approve minutes from February 18, 2016. Motion to approve Meeting Minutes from February 18, 2016, by Colin Crews. Approved
- IV. **OLD BUSINESS:** None
- V. **NEW BUSINESS:**
- A. Sam Kissinger Small Scale Comp Plan Amendment, and Rezoning
- a. SSCPA for 1 parcel totaling 0.51 ± acres
 - b. Rezoning from City Single Family Medium Density Residential (R-2) to City Neighborhood Commercial (C-1)

Applicant Sam Kissinger, Gail Minor-Holton, and Laora Minor-Dean, in attendance on behalf of request for SSCPA, and rezoning application.

CDD Rector gave introduction to the 0.51 ± acre parcel with recommendation for approval; the property and current dwelling is proposed to be used as Neighborhood Commercial (C-1).

Board member Crews inquired about existing dwelling on property; CDD Rector stated it is being proposed to be used as a beauty salon and will be remodeled and ADA compliant; Board member Crews inquired about parking improvement; CDD Rector stated the applicant is allowed designated grass parking with car stops.

Board member Bame inquired where the parking access would be either off Poinsettia or Miller Boulevard; Applicant Kissinger stated the access is being discussed as the County road improvements is taking 13' of the property from the home the access may be from Poinsettia; Board member Bame clarified the current access is from both Poinsettia and Miller Boulevard; CDD Rector also clarified most likely the access would be from Poinsettia.

Chairman Schaller inquired about notices sent to surrounding property owners; CDD Rector stated 18 notices sent with 1 returned undeliverable.

Chairman Schaller called motion for SSCPA; motion by Connie Bame/Second by Colin Crews. Approved SSCPA 3-0.

Board member Connie Bame called motion for Rezoning/Second by Colin Crews. Approved Rezoning 3-0.

CDD Rector notified applicant 1st Reading before Land Planning Agency and City Commission will be June 23, 2016, at 7:00P.M.

Commission 2nd Reading will be July 14, 2016, at 7:00P.M.

PUBLIC COMMENTS: None

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.

BOARD MEMBERS' COMMENTS: None

ADJOURNMENT: 6:18P.M.



Community Development Department
506 W. Berckman St.
Fruitland Park FL 34731

Tel. (352) 360-6727
Fax. (352) 360-6652

STAFF REPORT

Project: Sunshine Property & Rentals, Inc. SSCPA and Rezoning

Project Owner: Sunshine Property & Rentals, Inc.
Patricia Pospisil, President
1523 Grove Avenue
Leesburg, FL 34748

Project Address: 708 West Miller Street
Alternate Key#: 1170273

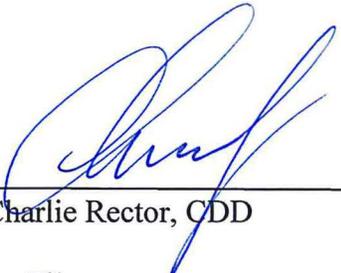
Proposed: Small Scale Comp Plan Amendment (SSCPA) and Rezoning
(Single Family Medium Density R2 to General Commercial C2)

The applicant indicates they would like to rezone said property to develop site as a suite of offices.

The proposed road improvements of CR 466A makes this zoning acceptable with projected City growth and development.

City Land Planner (LPG) is also recommending approval for the SSCP and rezoning application.

I hereby recommend APPROVAL of the SSCPA and APPROVAL of Rezoning.



Charlie Rector, CDD

8-12-16
Date

cc: File

CITY OF FRUITLAND PARK
PLANNING AND ZONING APPLICATION

Application # _____

Date: 7-20-16

Applicant Name: Sunshine Property & Rentals Inc. Application Type:
[] Comprehensive Plan Amendment [] Subdivision Approval
Address: 1523 Grove Ave [] Annexation [] Site Plan Approval
Leesburg FL 34748 [x] Rezoning [] Variance
Phone: 352-516-6076 [] Special Exception Use [] Road/Lot Vacation
[] Conditional Use Permit [] Development Order
Applicant is: Owner Agent Purchaser [] Clearing Permit [] Concurrency Review
 Lessee Optionee [] Other

Reason for Request: Rezoning to C-2

Owner's Name: Sunshine Property & Rentals Inc.
Address: 1523 Grove Ave, Leesburg FL 34748
Phone: 352-516-6076

Property Address
Or Vicinity: 702 West Millie St
Size of Property: 301' Frontage by 150' Depth
Proposed Use of Property: C1 - Neighborhood Commercial
Existing Zoning: Residential R-1 Proposed Zoning: C-2
Existing Future Land Use: C-2 Proposed FLU: _____

Current Number of Structures on the Property: 4

Current Utilities on Property: Central Water Central Sewer
 Well Septic Tank

- Required Attachments:
- 1. Copy of recorded deed(s) for the property.
 - 2. Owner's Affidavit
 - 3. Applicant's Affidavit (if applicable)
 - 4. Copy of boundary survey or sketch plan showing existing streets, existing and proposed structures (if applicable).
 - 5. Surrounding property owners' names and addresses for all property lying within two hundred (200) feet of the property described on this application.

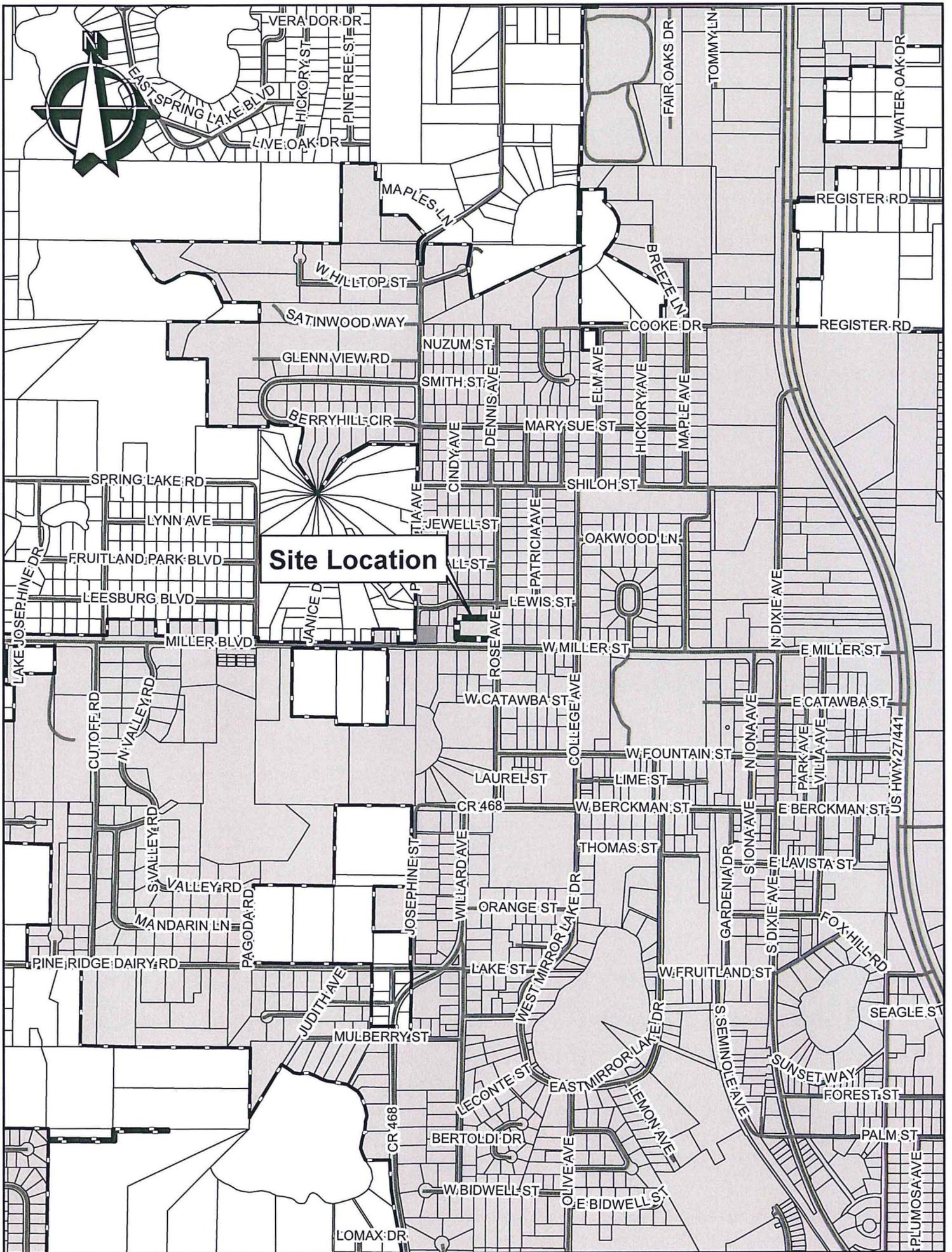
Has any previous application been filed within the last year in connection with this property? NO Yes
If yes, describe: _____

STAFF REVIEW OF APPLICATION: DATE: 8-12-16

I have reviewed this application and verify that the City of Fruitland Park has received all required attachments.
If not, an written explanation has been received and attached to this application.

City Staff: _____
Title: CDD

RECEIVED JUL 22 2016





**AGENDA ITEM
NUMBER**
8e

AGENDA ITEM SUMMARY SHEET

ITEM TITLE:	First Reading - Ordinance 2016-018 Wastewater Rates			
For the Meeting of:	August 25, 2016			
Submitted by:	City Manager/Community Development Director/City Attorney			
Date Submitted:	August 16, 2016			
Are Funds Required:		Yes	X	No
Account Number:	N/A			
Amount Required:	N/A			
Balance Remaining:	N/A			
Attachments:	Proposed Ordinance and Staff Report			
Description of Item: First reading of proposed Ordinance 2016-018 Wastewater Rates.				
Action to be Taken: Approval.				
Staff's Recommendation: Approval.				
Additional Comments: Second reading will be held on September 8, 2016.				

Reviewed by: _____
City Manager

Authorized to be placed on the consent agenda: _____
Mayor

ORDINANCE 2016-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING CHAPTER 99, SECTION 99.60 (B) OF THE CODE OF ORDINANCES TO PROVIDE FOR AN INCREASE IN WASTEWATER RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Chapter 180 provides local municipalities with the authority to establish and operate water utility systems; and

WHEREAS, Florida Statute Chapter 180.13 provides the City Commission with the authority to establish just and equitable rates or chares to be paid to the municipality for the use of the utility by each person; and

WHEREAS, the City Commission has determine that it is necessary to amend the ordinance governing the wastewater systems for the City of Fruitland Park to meet the cost of providing wastewater service to the customers of the wastewater system; and

WHEREAS, the City Commission enacted Ordinance 2005-031, which allowed for adjustment of wastewater rates in accordance with changes in the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined it is necessary to uniformly increase the wastewater base rate by \$.021 (1.4%) to be effective October 1, 2016; and

WHEREAS, the City of Fruitland Park has provided notice of the proposed increase as well at the date at which this ordinance will be considered for adoption to each customer through the utility's billing process as is required by 180.136, Florida Statutes.

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

Section 1. Section 99.60(B) in Chapter 99, relating to Wastewater Rates is amended to read as follows:

(1) Wastewater Rates

Single-Family:

	Inside City	Outside City
	10/1/2016	10/1/2016
Monthly base Charge	\$15.01	\$18.76

Section 4. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 5. This ordinance shall be effective beginning October 1, 2016.

PASSED and ORDAINED this _____ day of August, 2016, by the City Commission of the City of Fruitland Park, Florida.

Christopher J. Bell, Mayor

Attest:

Esther Coulson, City Clerk

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

First Reading _____

Second Reading _____

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK
Proposed WasteWater Rate Increase for 10/01/2016

PROPOSED INCREASE
1.40%

\$0.21 BASE RATE
0.02 THOUSAND GALLONS

125% OF CITY

Eff Oct 2011 FY2013/14/15/16	TIER	MIN GAL	MAX GAL	CITY RATE	COUNTY RATE
CITY BASE RATE 15.01	1	0	3,000	1.74	2.18
COUNTY BASE RATE 18.76	2	3,001	5,000	-	-

WASTERWATER

Non Single-Family (Multifamily & Commercial): Inside City

Meter Size	Monthly Base Charge	Usage gal/Mth	Usage Rate per 1000 gallons	Munis A/R Code
3/4"	15.01	7,500	1.74	WWCI75
1.0"	33.72	18,750	1.74	WWCI10
1.5"	64.90	37,500	1.74	WWCI15
2.0"	102.31	60,000	1.74	WWCI20
3.0"	189.62	112,500	1.74	WWCI30
4.0"	314.34	187,500	1.74	WWCI40
6.0"	626.15	375,000	1.74	WWCI60
8.0"	1,000.31	600,000	1.74	WWCI80
10.0"	1,436.84	862,500	1.74	WWCI1*

Non Single-Family (Multifamily & Commercial): Outside City

Meter Size	Monthly Base Charge	Usage gal/Mon th	Usage Rate per 1000 gallons	Munis A/R Code
3/4"	18.76	7,500	2.18	WWCO75
1.0"	42.14	18,750	2.18	WWCO10
1.5"	81.12	37,500	2.18	WWCO15
2.0"	127.89	60,000	2.18	WWCO20
3.0"	237.02	112,500	2.18	WWCO30
4.0"	392.93	187,500	2.18	WWCO40
6.0"	782.68	375,000	2.18	WWCO60
8.0"	1,250.39	600,000	2.18	WWCO80
10.0"	1,796.05	862,500	2.18	WWCO1*

CITY OF FRUITLAND PARK
WASTEWATER RATE COMPARISON

EFFECTIVE DATE	Oct-05	Oct-09	Oct-10	Oct-11	Oct-11	Oct-11	Oct-11	Oct-11	Oct-16
FISCAL YEAR	FY2006	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
INCREASE					No Change	No Change	No Change	No Change	1.40%
BASE RATE	0.00	1.00	0.50	1.00	0.00	0.00	0.00	0.00	\$ 0.21
THOUSAND GALLONS	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	\$ 0.02

CITY BASE RATE	\$ 12.30	\$ 13.30	\$ 13.80	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80	\$ 14.80	\$ 15.01
COUNTY BASE RATE	\$ 15.37	\$ 16.38	\$ 17.25	\$ 18.50	\$ 18.50	\$ 18.50	\$ 18.50	\$ 18.50	\$ 18.76
CITY RATE per 1000 gals	\$ 1.62	\$ 1.62	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.72	\$ 1.74
COUNTY RATE(125% CITY)	\$ 2.03	\$ 2.03	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.15	\$ 2.18