

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, AUGUST 2, 2021
7:00 P.M.
TO BE HELD IN THE COMMISSION CHAMBERS
LOCATED AT 675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. ROLL CALL

V. AUDIENCE

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

- A. Staff Reports
- B. City Manager Report

VII. PUBLIC HEARINGS

- A. Consideration of the second reading of Ordinance No.: O-21-07, An Ordinance of the City Commission of the City of Eagle Lake, Florida, Amending Chapter 16, Article II, Section 16-27, Water Rates, of the Code of Ordinances of the City of Eagle Lake, Florida, Providing an Increase in Residential and Commercial Water Rates Inside and Outside the City; and Amending Chapter 16, Article III, Section 16-59, Sewer Rates, of the Code of Ordinances, Providing an Increase in Residential and Commercial Sewer Rates Inside and Outside the City; Providing a Conflict and Severability Clause and an Effective Date. effective upon second reading
- B. Consideration of the second reading of Ordinance No.: O-21-08, An Ordinance Amending the City of Eagle Lake, Florida Code of Ordinances by Amending Chapter 12, Solid Waste, Article III Collection and Disposal, Sec. 12-54 Service Fees – Regular Garbage and Trash Collection, to Update the Charges for Solid Waste Collection and Disposal Authorized Therein; Providing for Conflicts, Severability and an Effective Date.
- C. Consideration of the first reading of Ordinance No.: O-21-09, An Ordinance Granting to Florida Public Utilities Company, its Successors and Assigns, a Non-Exclusive Franchise for a Period of 30 Years to Construct, Operate, Maintain, Own and Transport in the City of Eagle Lake, Florida, Works for the Manufacture, Transmission, Distribution, Transportation, and Sale of Gas, Including Natural, Manufactured or Mixed Gas; Providing Severability and an Effective Date Upon Final Passage.
- D. Consideration of the first reading of Ordinance No.: O-21-10, An Ordinance of the City Commission of the City of Eagle Lake, Florida, Adopting Section 16-xxx, of Chapter 16, Utilities, Article II, Water, of the Eagle Lake Code of Ordinances to Establish a Charge for Water Meter Inspection Reports; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

VIII. OLD BUSINESS

- A. Consideration/Discussion of Business Tax Receipts
- B. 2021-2022 Budget

IX. NEW BUSINESS

- A. Consideration of the quote from Laserfiche for document management in the amount of \$18,495.50
- B. Consideration of Interlocal Agreement with Polk County Sheriff's Office for Law Enforcement Services and authorize the City Manager to sign
- C. Consideration of **Resolution No.: R-21-04**, Resolution of the City Commission of the City of Eagle Lake, Florida, Approving Easement Agreements with TECO; Authorizing City Mayor to Sign Said Agreements and all Documents Related Thereto; and Providing an Effective Date.
- D. Consideration of **Resolution No.: R-21-05**, A Resolution of the City Commission of the City of Eagle Lake, Florida, Setting Rent Charges for Various City Facilities; Providing a Conflict Clause and an Effective Date.
- E. Consideration of the Fifth Amendment to Tower Lease with Option (T-Mobile)

X. CONSENT AGENDA

- A. Approval of the Regular City Commission Minutes -----07/06/2021
- B. Approval of Financials – May
- C. Approval of Financials - June

XI. AUDIENCE

XII. CITY ATTORNEY

XIII. CITY COMMISSION

XIV. ADJOURNMENT

Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. (Florida Statute 286.0105).

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk's Office at 75 North Seventh Street, P.O. Box 129, Eagle Lake, Florida 33839 or phone (863) 293-4141 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

AMENDED AGENDA POSTED AT CITY HALL AND THE EAGLE LAKE POST OFFICE ON
MONDAY, JULY 19, 2021 BY CITY CLERK DAWN WRIGHT, MMC, FCRM, PHRP

Commission Report

6/21/2021 - 7/9/2021

Case #	Case Date	Name	Violation Address	Status	Follow up date	Violation(s)	Compliance Date	Case Disposition
210085	7/7/2021	Walter J Obyrne Estate	592 N 8th St	Open	7/22/2021	High grass, weeds, rank growth,junk,trash, debris		
210084	7/7/2021	James Harrison	681 MCLEOD AVE	Open	7/22/2021	High Grass, Weeds, Overgrowth		
210083	7/7/2021	Julie Berns	810 N 8th St	Closed	10/19/2020	Building Permit Required (Fence)	10/19/2020	Compliance by Property Owner
210082	7/7/2021	Judy Sherryl Martinez	560 W Assembly St	Closed	7/23/2021	RV Parking in front yard(Boat & Trl)		
210081	7/7/2021	Mehrnoosh Sabeti Sanat	655 BAY AVE E	Open	7/19/2021	Accumulation of Junk & Trash (Construction Debris)		
210080	7/7/2021	Bobby Dean SMITH	901 E EAGLE AVE	Closed	7/7/2021	Residing in an RV	7/7/2021	Invalid/Unfounded
210079	7/7/2021	Jennifer Aleman	45 LAKE MCLEOD DR	Open	7/16/2021	RV Parking/Storage & Occupying a RV		
210078	6/30/2021	Wayne Ervin & Debra Ervin	529 3RD ST N	Open	7/31/2021	Building Permit Required (Fence)		
210077	6/30/2021	VICKIE RICHARDSON	19 EAGLE AVE	Closed	7/2/2021	Generator operation/ No Power?	7/2/2021	Compliance by Tenant
210076	6/30/2021	SFR 2012 1 FLORIDA LLC	830 N 10th St	Open	6/30/2021	Roof/Ceiling Leak	6/30/2021	Invalid/Unfounded Complaint
210075	6/22/2021	Susan R Gann	105 N Terrace Dr	Open	7/5/2021	High Grass, Weeds, Overgrowth, Junk & Trash, Unlicensed Derelict Commercial Trailer		
210074	6/22/2021	Amber Bowling	635 E Lake Ave	Closed	7/5/2021	High Grass, Weeds, Overgrowth	7/6/2021	Compliance by Property Owner
210073	6/21/2021	US Bank Trust NA	654 Lake Ave E	Closed	7/5/2021	High Grass, Weeds, Overgrowth, Derelict, Unlicensed vehicle	7/6/2021	Compliance by Property Owner
210072	6/21/2021	Jennifer Santino	275 W Willow Ave	Closed	7/5/2021	Roosters	7/2/2021	Compliance by Property Owner

FROM THE DESK OF THE CITY MANAGER

Memo To: Mayor and Commissioners

Date: August 2, 2021

Ref: Monthly Report

=====

Business Tax Receipts – We collect approximately \$8000 each year for business tax receipts and because the city did not complete a study in the 90’s we are not allowed to increase the cost for an individual tax receipt. Over the past several years we have noticed that the cost to collect these taxes have increased to where we are losing money on its collection. Since the county also requires a business tax receipt, we would like to repeal this tax and rely on the county to verify that each business has one.

Façade Grant – Gessel’s Automotive have applied for a façade grant under the CRA and this application will be reviewed at our September CRA meeting.

Fireworks – At the last meeting the Commission asked us to look into possible regulations for backyard fireworks and according the Florida League of Cities, the legislature passed a “temporary preemption/moratorium” in 2007 on local governments from passing any ordinances that deal with the sale, use, or possession of fireworks until a task force completed their safety recommendations. Needless to say, that task force never put forth any recommendations and the preemption is still in place. They did pass a bill last year that made the sale and personal use of fireworks legal on New Year’s Eve and Day, and July 4th.

Library Board Sunsetting – At a previous meeting we discussed sunsetting the library board because we only have one member and the Commission asked for us to try and recruit additional members. We posted a request for volunteers at city hall and on Facebook and received no interest. We would like to move forward with sunsetting this board and change it to allow staff to make recommendations to the commission.

Library Summer Reading Club – The library is having a summer reading program for the first time in years and they had 23 children sign up and 18 show up for the first program. They are very excited about the program and with the community’s response.

Library Van Drivers – We have hired William Wilson from Lakeland as a library van driver who will work on an as needed basis. The Polk County Library Cooperative will reimburse the city for all costs associated with his employment.

Purchase Authority – Under my City Manager’s Contract, I am only authorized to make purchases of \$6000 or less and anything above that would require City Commission. I would like to increase this limit because of the rising costs. As comparison, Lakeland’s limit is \$50,000, Polk City is \$25,000, Lake Alfred and Lake Hamilton is \$20,000 and Auburndale is \$10,000.

SRF Funding Application – We have completed and submitted our SRF Application for a grant/loan to design/construct a new water plat in green acres as well as replacing the existing water lines in the area. As part of this application, we also completed an income survey of the Green Acres neighborhood that should allow us to qualify for 60% grant and 40% loan instead of 40% grant and 60% loan. Our application is expected to be reviewed and hopefully approved on August 11th.

Sutton Preserve – The 112-lot residential subdivision on Eagle Ave has broken ground and has started construction. Richmond American Home are the exclusive builders for this development.

Voting Delegate – The Florida League of Cities Conference is fast approaching and we need to appoint a voting delegate. Since Cory is the only elected official going, I suggest we appoint Cory to this position.

ORDINANCE NO.: O-21-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AMENDING CHAPTER 16, ARTICLE II, SECTION 16-27, WATER RATES, OF THE CODE OF ORDINANCES OF THE CITY OF EAGLE LAKE, FLORIDA, PROVIDING AN INCREASE IN RESIDENTIAL AND COMMERCIAL WATER RATES INSIDE AND OUTSIDE THE CITY; AND AMENDING CHAPTER 16, ARTICLE III, SECTION 16-59, SEWERS, RATES, OF THE CODE OF ORDINANCES, PROVIDING AN INCREASE IN RESIDENTIAL AND COMMERCIAL SEWER RATES INSIDE AND OUTSIDE THE CITY; PROVIDING FOR CONFLICT AND SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the government, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, following due and proper notice as required by Florida Statute Section 180.136, the City Commission held a public hearing to consider a water and sewer rate increase at the City Commission meeting on August 2, 2021; and

WHEREAS, at said hearing, the City Commission considered testimony of all interested persons and the documents in the file; and

WHEREAS, pursuant to Section 180.13(2), Florida Statutes, the City Commission is authorized to establish just and equitable rates and charges to be paid for the use of the municipal utility by each person, firm, or corporation whose premises are served thereby.

NOW, THEREFORE, be it ordained and enacted by the people of the City of Eagle Lake, Florida:

1. Chapter 16, Utilities, Article II, Water, Section 16-27, Water Rates, of the Code of Ordinances of the City of Eagle Lake, Florida is hereby amended to provide an increase in residential and commercial water rates inside and outside the City as shown on Exhibit “A” attached hereto and made a part hereof. (Strikethrough language deleted and underlined language added.) The rates adopted herein shall be implemented on the first day of the October 2018 billing cycle, and will begin to be reflected on the billing statements scheduled to be received by customers during the first week of November 2021.

2. Chapter 16, Utilities, Article III, Sewers, Section 16-59, Rates, of the Code of Ordinances of the City of Eagle Lake is hereby amended as shown on Exhibit “B” attached hereto and made a part hereof. (Strikethrough language deleted and underlined language added.) The rates adopted herein shall be implemented on the first day of the October 2018 billing cycle, and will begin to be reflected on the billing statements scheduled to be received by customers during the first week of November 2021.

2. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect.

3. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

4. This ordinance shall take effect immediately upon its adoption by the City Commission of the City of Eagle Lake, Florida.

INTRODUCED on first reading this 6th day of July, 2021.

PASSED on second reading this _____ day of _____, 2021.

CITY OF EAGLE LAKE, FLORIDA

CORY COLER, MAYOR
COMMISSIONER

ATTEST:

CITY CLERK DAWN WRIGHT

Approved as to form:

CITY ATTORNEY JEFFREY S. DAWSON

Sec. 16-27. Water Rates.

The rates and the charges for the use and service of the water system for the city shall be based on the minimum charges or the amount of water supplied to the user by the city waterworks system as shown on the meter readings for each month. The rates are as follows: (~~strikethrough~~ language deleted, underline language added)

WATER RATE STRUCTURE

Based on Gallons

	<i>Residential</i>	<i>Residential</i>	<i>Commercial</i>	<i>Commercial</i>
	<i>Inside City</i>	<i>Outside City</i>	<i>Inside City</i>	<i>Outside City</i>
0-4,000	\$15.79 <u>\$16.03</u>	\$19.73 <u>\$20.03</u>	\$17.79 <u>\$18.06</u>	\$22.23 <u>\$22.56</u>
4,001-8,000	\$2.68/1,000 <u>\$2.72/1,000</u>	\$3.36/1,000 <u>\$3.41/1,000</u>	\$2.68/1,000 <u>\$2.72/1,000</u>	\$3.36/1,000 <u>\$3.41/1,000</u>
8,001-12,000	\$3.36/1,000 <u>\$3.41/1,000</u>	\$4.19/1,000 <u>\$4.25/1,000</u>	\$3.36/1,000 <u>\$3.41/1,000</u>	\$4.19/1,000 <u>\$4.25/1,000</u>
12,001-18,000	\$4.34/1,000 <u>\$4.41/1,000</u>	\$5.45/1,000 <u>\$5.53/1,000</u>	\$4.34/1,000 <u>\$4.41/1,000</u>	\$5.45/1,000 <u>\$5.53/1,000</u>
18,001-over	\$5.36/1,000 <u>\$5.44/1,000</u>	\$6.69/1,000 <u>\$6.79/1,000</u>	\$5.36/1,000 <u>\$5.44/1,000</u>	\$6.69/1,000 <u>\$6.79/1,000</u>

IRRIGATION RATE STRUCTURE

Based on Gallons

	<i>Residential</i>	<i>Residential</i>	<i>Commercial</i>	<i>Commercial</i>
	<i>Inside City</i>	<i>Outside City</i>	<i>Inside City</i>	<i>Outside City</i>
0-4,000	\$15.79 <u>\$16.03</u>	\$19.73 <u>\$20.03</u>	\$17.79 <u>\$18.06</u>	\$22.23 <u>\$22.56</u>
4,001-8,000	\$2.68/1,000 <u>\$2.72/1,000</u>	\$3.36/1,000 <u>\$3.41/1,000</u>	\$2.68/1,000 <u>\$2.72/1,000</u>	\$3.36/1,000 <u>\$3.41/1,000</u>
8,001-12,000	\$3.36/1,000 <u>\$3.41/1,000</u>	\$4.19/1,000 <u>\$4.24/1,000</u>	\$3.36/1,000 <u>\$3.41/1,000</u>	\$4.19/1,000 <u>\$4.24/1,000</u>
12,001-18,000	\$4.34/1,000 <u>\$4.41/1,000</u>	\$5.45/1,000 <u>\$5.53/1,000</u>	\$4.34/1,000 <u>\$4.41/1,000</u>	\$5.45/1,000 <u>\$5.53/1,000</u>
18,001-over	\$5.36/1,000 <u>\$5.44/1,000</u>	\$6.69/1,000 <u>\$6.79/1,000</u>	\$5.36/1,000 <u>\$5.44/1,000</u>	\$6.69/1,000 <u>\$6.79/1,000</u>

Ordinance No.: O-21-07 Exhibit "B"
Sec. 16-59. Rates.

(a) There are hereby established rates and the charges for the use and service of the sewerage system of the city. Such rates shall be based on the minimum charges stated or the amount of water supplied to the user by the city waterworks system as shown on the water meter readings for each month as follows:

(1) For system users who are water customers, the rate shall be:

a. *Residential rates:*

1. *Inside city:*

i. First 1,000 gallons	\$28.42	<u>\$28.85</u>
ii. Over 1,000 gallons, per 1,000 gallons	\$5.11	<u>\$ 5.18</u>

2. *Outside city:*

i. First 1,000 gallons	\$35.54	<u>\$36.07</u>
ii. Over 1,000 gallons, per 1,000 gallons	\$6.39	<u>\$ 6.49</u>

b. *Commercial rates:*

1. *Inside city:*

i. First 1,000 gallons	\$28.42	<u>\$28.85</u>
ii. Over 1,000 gallons, per 1,000 gallons	\$6.47	<u>\$ 6.57</u>

2. *Outside city:*

i. First 1,000 gallons	\$35.54	<u>\$36.07</u>
ii. Over 1,000 gallons, per 1,000 gallons	\$8.10	<u>\$ 8.22</u>

c. Amounts charged for the first 1,000 gallons are minimums regardless of the usage.

(2) For those who use the sewerage system but not water, the rate shall be as follows:

a. <i>Residential rate:</i>		
1. Inside city, per month.....	\$92.43	<u>\$ 93.82</u>
2. Outside city, per month	\$111.54	<u>\$113.21</u>
b. <i>Commercial rate:</i>		
1. Inside city, per month.....	\$120.07	<u>\$121.87</u>
2. Outside city, per month	\$150.10	<u>\$152.35</u>

(b) All potential users required by this article or by state law or regulation to connect to the system shall be charged the appropriate monthly user charge regardless of whether or not their structure is actually connected to the system.

(c) Exemptions from sewer charges shall be as follows:

- (1) Users that have a separately metered ice machine shall not be subject to sewer charges for water used in this machine.
- (2) Users that have a separately metered irrigation system shall not be subject to sewer charges for water used in this system.

ORDINANCE O-21-08

AN ORDINANCE AMENDING THE CITY OF EAGLE LAKE, FLORIDA CODE OF ORDINANCES BY AMENDING CHAPTER 12, SOLID WASTE, ARTICLE III COLLECTION AND DISPOSAL, SEC. 12-54 SERVICE FEES – REGULAR GARBAGE AND TRASH COLLECTION, TO UPDATE THE CHARGES FOR SOLID WASTE COLLECTION AND DISPOSAL AUTHORIZED THEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake provides its residents and businesses solid waste collection and disposal through contracted vendors; and,

WHEREAS, the fees charged by vendors have increased over time thereby requiring the City to pass along said increases to its residents and businesses.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE PEOPLE OF THE CITY OF EAGLE LAKE, FLORIDA:

1. That Chapter 12, Solid Waste, Article III Collection and Disposal, Sec. 12-54 Service Fees – Regular Garbage and Trash Collection of the Code of Ordinances of the City of Eagle Lake, Florida is hereby modified, as set forth at Exhibit “A” attached hereto and made a part hereof.

2. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect. If any portion of this Ordinance is determined to be void, unconstitutional or invalid, the remainder of this Ordinance shall remain in full force and effect. This Ordinance may be codified and made a part of the City’s Code of Ordinances and the Sections and exhibits to this Ordinance may be renumbered or re-lettered to accomplish such intention.

3. This ordinance shall become effective on the date of passage by second reading.

INTRODUCED AND PASSED on first reading this 6th day of July, 2021.

PASSED AND ADOPTED on second reading this _____ day of _____, 2021.

CITY OF EAGLE LAKE, FLORIDA

CORY COLER, MAYOR

ATTEST:

CITY CLERK DAWN M. WRIGHT

Approved as to form:

CITY ATTORNEY JEFFREY S. DAWSON

Exhibit "A"

Sec. 12-54. - Service fees—Regular garbage and trash collection.

The following fees shall be charged for collection services described at Section 12-53 above, for each single-family residential dwelling unit and for each licensed commercial establishment, without regard to whether or not the service is actually used:

- (1) *Single-family residential dwelling unit:*
 - a. —~~\$24.56~~ \$25.67 per month for service once per week for either 65 or 95 gallon carts.
 - b. Additional service beyond the service established by city or city's duly authorized service provider is subject to additional charge by city or city's duly authorized service provider.
- (2) *Commercial collection rates:*
 - a. —~~\$24.56~~ \$25.67 per month per cart assigned to the customer for service once per week for either 65 or 95 gallon carts regardless of the number of carts put out by the customer for collection. I.e., if a customer requests and is assigned two carts, said customer will be charged ~~\$49.12~~ \$51.33 per month which is the charge for two carts whether or not two carts are presented for collection each week.
 - b. Any commercial account requiring additional service beyond the service established by the city or city's duly authorized service provider is subject to additional charge by city or city's duly authorized service provider.
- (3) *Unusual locations, accumulations.* Reasonable charges for unusual locations, types and accumulations of garbage and trash shall be determined by the city manager and subject to approval by the city commission.
- (4) *Commercial bulk containers:*
 - a. ~~\$13.06~~ \$13.65-per cubic yard per pickup.
 - b. Commercial bulk container customers are required to utilize containers adequately sized to service the commercial account. Frequency of collection and container size (either 2, 4, 6, or 8 cubic yards) shall be within customers discretion.
- (5) *Rate adjustments.* The city manager shall increase or decrease each of the above rates in an amount equal by percentage to the amount of each appropriate increase or decrease or imposed or assessed by the city's service provider.

ORDINANCE NO.: O-21-09

AN ORDINANCE GRANTING TO FLORIDA PUBLIC UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF 30 YEARS TO CONSTRUCT, OPERATE, MAINTAIN, OWN AND TRANSPORT IN THE CITY OF EAGLE LAKE, FLORIDA, WORKS FOR THE MANUFACTURE, TRANSMISSION, DISTRIBUTION, TRANSPORTATION, AND SALE OF GAS, INCLUDING NATURAL, MANUFACTURED OR MIXED GAS; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE UPON FINAL PASSAGE.

WHEREAS, the City of Eagle Lake (hereinafter referred to as the "City") exercises control over all publicly dedicated rights-of-way, streets, alleys, bridges, easements and other public places located within the limits of the City; and

WHEREAS, Florida Public Utilities Company, (hereinafter referred to as the "Company") has requested permission from the City to erect, construct, operate and maintain a gas system; to import, transport, sell and distribute gas, whether natural, manufactured or mixed within the City; and for these purposes to establish the necessary facilities and equipment and to lay and maintain gas mains, service pipes and any other appurtenances necessary to the sale, transportation and distribution of gas in and along the streets, alleys and other public ways of the City; and

WHEREAS, the aforesaid rights-of-way to be used by the Company are valuable public properties acquired and maintained by the City at great expense to the City's taxpayers, and the right to use said rights-of-way is a valuable property right without which the Company would be required to invest substantial capital and property acquisition costs; and

WHEREAS, the City desires to insure that the aforesaid rights-of-way used by the Company are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens and residents of the City; and

WHEREAS, state statutes and City ordinances authorize the City to grant nonexclusive Franchises for the purposes set forth herein;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF EAGLE LAKE, FLORIDA:

1. Grant of Authority. There is hereby granted by the City to the Company the non-exclusive right, privilege, or franchise to erect, construct, operate and

maintain a gas system and to import, transport, sell and distribute gas, whether natural, manufactured or mixed, within the City, and for these purposes to establish the necessary facilities and equipment and to lay and maintain gas mains, service pipes and any other appurtenances necessary to the sale, transportation and distribution of gas in and along the rights of ways, streets, alleys, bridges, easements and other public way of the City.

2. Non-exclusive Grant. The right to use and occupy said rights of ways, streets, alleys, bridges, easements, and public ways and places for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said rights of ways, streets, alleys, bridges, easements, or other public places and ways, to any person and/or entity at any time during the period of this franchise. This franchise shall grant the privilege of carrying on the business in all of the City or in part of the City, with no promise that there will be no competition. In the event the City grants a franchise to the competitor of Company, the grant shall not interfere with Company's rights granted hereunder, including physical location of improvements, except as to matters that occur as a result of competition.

The City does hereby agree that during the term of this franchise it shall not compete with Company unless it becomes necessary to do so in emergency circumstances. The City shall tender proof of said emergency to the Company upon request.

3. Compliance with Applicable Laws and Ordinances. The Company shall, at all times, during the life of this franchise, be subject to all lawful exercises of police power by the City, and to such reasonable laws, rules and regulations as the City shall hereafter, by resolution or ordinance provide, including, but not limited to, any ordinances pertaining to excavation, reconstruction and development requirements and standards all of which shall not be in conflict or inconsistent with Promulgated Safety Rules and Regulations of the Florida Public Service Commission and Federal and/or Florida Departments of Transportation.
4. Company Liability – Indemnification. It is expressly understood and agreed by and between the Company and the City that as additional consideration for the grant of this non-exclusive franchise the Company shall fully indemnify and hold harmless the City its officers, agents and employees from all claims, debts, liabilities, demands, interests, court costs, attorney's fees (including bankruptcy and appellate attorney's fees) to itself or any third person, taxes (including but not limited to any real, personal and sales taxes attempted to be assessed and/or assessed as a result of this Franchise Agreement), whether for bodily injury, death, property damage or otherwise, in any way arising out of the operations of Company or of its gas system in the City contemplated by this Agreement and/or related work upon Company's gas system whether directly authorized by this Agreement or not. The City shall notify the Company's

representative in the City within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any neglect, default or misconduct, as aforesaid on the part of the Company. Provided further, nothing herein is intended to act as a waiver of the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and/or limits of liability set forth in section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. The provisions of this section shall survive this Agreement.

5. Service Standards. The Company shall maintain and operate its system and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the Florida Public Service Commission and/or other agency and/or entity with jurisdiction to regulate and/or promulgate rules regarding Company's operations. In the event Company or any aspect of the natural gas trade, as contemplated hereunder, is deregulated, the Company shall maintain and operate its system and render efficient service in accordance with the rules and regulations as are, or may be, promulgated by the City. In the event the City has not promulgated rules and regulations, at the time of deregulation, then, the Company agrees to maintain and operate its system in compliance with the rules and regulations by which they are governed prior to deregulation until such time as the City has had an opportunity to promulgate rules and regulations or pass an ordinance governing those items regulated by the Florida Public Service Commission, governing service standards, safety standards and quality controls. In the event of deregulation, the City does hereby agree, it will not regulate rates.

6. Conditions on Construction, Location, Restoration, and Relocation. All pipes, mains, conductors and other appurtenances, including connections with service pipes, hereafter laid in streets, alleys, avenues, or other public places, shall be laid under the supervision of the City Manager or his designee. Company shall provide reasonable egress from and ingress to abutting property. Notification of said construction, location, restoration or relocation of Company facilities shall be furnished to the City Engineer or his designee by delivery of a letter accompanied by plan drawings showing the proposed work. Said notification shall be submitted no less than three (3) working days prior to commencement of work, with no other application, permit, plan review fees, inspection fees or approval being necessary and at no cost to Company. As soon as practical, but no more than 15 working days after completion of the work, the Company shall submit as-built drawings to the City Engineer or his designee, completing the notification/approval process for said work.

All pipes, mains, conductors and other natural, artificial or mixed gas equipment and apparatus, including connections with service pipes, laid or placed by the Company shall be so located in rights of ways, streets, alleys, avenues, bridges, easements or other public places in the City so as not to

obstruct, disturb or interfere with any traffic, water flow, water pipes, sewers, drains, catch basins, pavement, sidewalk, driveways, or any other structures installed or any other function of said structures of the delivery of municipal services by the City. The Company shall, when practicable, avoid interfering with the use of any right of way, street, alley, bridge or other highway where the pavement or surface of the streets would be disturbed.

In the event drain, sewer, catch basins, water pipes, pavements or other like improvements or the function of said improvements are impaired or injured by such construction, location, restoration or relocation, the Company shall forthwith repair the damage or dysfunction at its sole cost and expense, to the condition prior to said damage or dysfunction. In this regard, the City shall give written notice to Company pursuant to paragraph 19 hereof, of deficiencies that need to be cured by Company. Said notice shall set forth a reasonable period of time, under the circumstances, in which the Company shall cure said deficiency. In default thereof, the City may repair such damage or dysfunction and charge the cost thereof to the Company and collect the same from the Company.

In the event at any time during the period of this franchise the City shall lawfully elect to alter, or change the grade of any street, alley or other public way, the Company, upon reasonable notice by the City, shall remove, relay, and relocate its mains or service pipes, manholes and other gas fixtures at its own cost and expense.

Company agrees to comply with all validly enacted policies, resolutions and ordinances relating to City landscape buffering and other such design and development standards.

That for and during the period of this franchise, the City, through its designated agent, shall at all reasonable times, and at the expense of the City, have the right to inspect any and all gas lines belonging to and operated by the Company.

7. Right of Way Not Warranted. The City does not warrant any right, title or interest of any street, alley, or other public way in existence, or hereafter acquired, used by the Company or as may be used by the Company in the future. In the event that the City closes, vacates or otherwise abandons any street, alley or other public way, City shall provide to Company an acceptable easement for Company-owned facilities installed within said street, alley or other public way.
8. Annexation or Contraction. Company agrees that the geographical limits of the franchise area are subject to expansion or reduction by annexation and contraction and that Company may or may not have vested rights in annexed or contracted areas, as may be governed by applicable law. Upon the

annexation of any territory by the City, the right, privilege and permit hereby granted shall extend to the territory so annexed, when permitted by law, and all facilities owned, maintained or operated by said Company, located within the territory so annexed upon any of the streets, alleys, or public ways situated in such annexed territory, shall thereafter be subject to all of the terms herein as permitted by law.

9. Approval of Transfer. The Company shall not sell or transfer its system (that portion which is subject to this ordinance) to another person and/or entity, nor transfer any rights under this franchise to another person and/or entity without approval by the City Manager and said approval will not be unreasonably withheld. In the event the City Manager does not act upon the issue of approval within forty-five (45) days from presentation, then approval shall be deemed to have been granted. Provided, that no sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the franchise, and agreeing to perform all the conditions thereof.
10. City Rights and Franchise. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and not conflict with the rights herein granted, and shall not conflict with the laws of the State of Florida.

The City shall have the right to supervise all construction, location, restoration, relocation and installation work performed subject to the provisions of this ordinance and to make such inspections as it shall find necessary to insure compliance with governing ordinances and Florida Public Service Commission regulations.

The failure on the part of Company to comply in any substantial respect with any of the provisions of this ordinance and franchise agreement granted hereunder shall be grounds for revocation of this franchise by the City Commission. Prior to revocation, City shall deliver a written notice, to Company, pursuant to Paragraph 19 hereof, specifying the non-compliance, including a notice that, if the non-compliance is not corrected within a stated number of days, which shall be reasonable under the circumstances, the City shall be permitted to revoke this franchise by reason thereof. Upon the revocation of this franchise by the City Commission, or at the end of the term of this franchise, the City shall have the right to determine whether the Company shall continue to operate and maintain its system pending the decision of the City as to the future maintenance and operation of the system.

Nothing in this Franchise shall be construed to prevent the City from acquiring company occupied and/or owned real estate through the exercise of its powers and rights under eminent domain and/or through condemnation proceedings. However, nothing in this Franchise shall be construed as the Company's agreement or acquiescence in any such attempted condemnation by the City.

11. Payment to the City. In consideration for the granting of this Franchise, the Company, its successors and assigns, shall pay to the City, and its successors, an annual amount which will equal six percent (6%) of Company's annual gross operating revenue taken in and received by it for providing all aspects of natural gas service to its customers within the corporate limits of the City, as now or hereafter constituted. The Company shall pay the franchise fee provided by this section quarterly on January 1, April 1, July 1 and October 1 of each year during the term of this franchise. Any payments not made by the Company within 20 days after the date said payment is due, shall thereafter be payable with interest at the highest rate allowable by law. It is specifically agreed that the aforementioned revenue shall include only the revenue from "residential" and "commercial" customers' and shall exclude revenues from "interruptible," "industrial" and "other" customers, until and unless a franchise or utility tax is imposed on such interruptible, industrial or other customers, either independently or collectively, of all other competing utility services in the City's corporate limits, including, without limitation, the imposition of franchise or utility taxes on all grades of fuel oils or gases used for "interruptible" or "industrial" or "other" customers at a relatively equal basis on the total of franchise at 6% as contemplated hereunder plus utility taxes as levied on natural gas pursuant to statute and/or rule.

Except as otherwise provided for within this Ordinance, the Company shall at all times continue to be subject to and shall pay to the City all legally authorized public service taxes, ad valorem taxes (intangible, personal, real), occupational taxes, and any and all other valid tax, levied or imposed by the City. Such charges and fees shall include but not be limited to licensing, permit fees, development review and inspection fees and all other such fees including fees, charges, taxes and/or assessments validly adopted and/or imposed during the term of this Franchise Agreement.

12. Records and Reports. The City shall have access, at all reasonable business hours, to all of the Company's plans, contracts, engineering, accounting, finance, statistical, customer and service records relating to performance under this ordinance. As well, the City shall have access to all records on file with the Florida Public Service Commission. The Company does hereby acknowledge they have a statutory right to maintain confidentiality with regard to certain items filed with the Florida Public Service Commission. The Company does hereby permit the disclosure to City of any and all records and reports filed with the Florida Public Service Commission, which may be relevant

to this ordinance, as may be requested by the City. The City shall maintain confidentiality of said records and reports provided the City is legally permitted to do so. In accordance herewith, the Company does hereby authorize the Florida Public Service Commission to furnish full and complete records and reports to the City, as may, from time to time, be requested by the City. As well, Company shall provide directly to the City an annual summary report showing gross revenues received by the Company from its operations within the City during the preceding fiscal year and such other information as the City shall request with respect to properties, quality control, and expenses related to the Company's service within the City.

13. Effective Date and Term of Franchise. The franchise and rights herein granted shall take effect and be in force from and after the first day of the month following the final passage hereof, as required by law, and upon filing of the acceptance by the Company with the City Clerk and shall continue in force and effect for a term of thirty (30) years after the effective date of this franchise. This ordinance shall take effect upon passage, provided that within twenty (20) days of said date, the Company shall signify its unqualified acceptance of this franchise, in writing. Provided, that if the acceptance is not filed within twenty (20) days, the provisions of this franchise shall be null and void.
14. Publication Clause. The Company shall assume the cost of publication of this Franchise as such publication is required by law. A bill for publication cost shall be presented to the Company by the City Manager upon the Company's filing of acceptance and shall be paid at that time.
15. Penalties. Provided, that any violation by the Company, its vendee, lessee or successor of the provisions of this franchise or any material portions thereof, or the failure to promptly perform any of the provisions thereof, shall be cause for the forfeiture or revocation of this franchise and all rights hereunder by the City after written notice to the Company, Company's failure to cure and continuation of such violation or failure.
16. Law Governing and Venue. This ordinance and the Franchise Agreement granted hereunder shall be interpreted under and governed by Florida law. Venue for any actions arising out of this Franchise Agreement shall be in the State Courts in and for Polk County, Florida.
17. Entire Agreement. This Franchise Agreement and any additional or supplementary exhibits or schedules incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties thereto.

18. Attorney's Fees and Expenses. Except as otherwise provided for herein, the City and the Company hereto agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this franchise, the prevailing party shall be entitled to recover a reasonable amount of attorney's fees and court costs, including fees and costs on appeal, from the non-prevailing party.

19. Notices. All notices by either the City or the Company to the other shall be made by depositing such notice in the certified mail of the United States of America, return receipt requested, and such notice shall be deemed to have been served on the date of such depositing in the certified mail unless otherwise provided except in exigent circumstances in which case hand delivery will be acceptable. All notices shall be addressed as follows:

If to Company: Florida Public Utilities Company
450 S. Charles Richard Beall Blvd.
Debary, Florida 32713
Attention: Vice President - Regulatory

If to City: City of Winter Eagle Lake, City Manager
Mr. Tom Ernharth
75 N. 7th Street
Eagle Lake, FL. 33839 _____

Notice shall be provided to the above-named addressees unless directed otherwise in writing by the City or the Company.

20. Non-waiver Provision. The failure of any party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this ordinance shall not be construed as a waiver or relinquishment for future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

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

22. Scrivener's Errors. Sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which

do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

23. Ordinances Repealed. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

INTRODUCED AND PASSED ON first reading this ____ day of _____, 20__.

PASSED on second reading this ____ day of _____, 20__.

CITY OF _____, FLORIDA

MAYOR-COMMISSIONER CORY COLER

ATTEST:

CITY CLERK DAWN M. WRIGHT

APPROVED AS TO FORM:

CITY ATTORNEY JEFFREY S. DAWSON

UNCONDITIONAL ACCEPTANCE BY COMPANY

I, the undersigned official of Florida Public Utilities Company, am authorized to bind Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. _____), which are hereby accepted by Company this _____ day of _____, 20__.

Florida Public Utilities Company

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.
Notary Public in and for the State of Florida
My commission expires _____

Received on behalf of the City this _____ day of _____, 20__.

Name: _____ Title: _____

ORDINANCE NO.: O-21-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, ADOPTING SECTION 16-xxx, OF CHAPTER 16, UTILITIES, ARTICLE II, WATER, OF THE EAGLE LAKE CODE OF ORDINANCES TO ESTABLISH A CHARGE FOR WATER METER INSPECTION REPORTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the government, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the City of Eagle Lake provides water services to individuals and business inside and outside of the city limits of the City of Eagle Lake; and

WHEREAS, the City of Eagle Lake from time to time is required and /or requested by customers to inspect water meters along with the entire apparatus surrounding them, and City staff is required to input information and generate detailed water reports; and,

WHEREAS, the City Commission wishes to establish a charge for said water meter inspection, leak detection, and preparation of a report to the resident.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Eagle Lake, Florida, as follows:

1. The City Commission of the City of Eagle Lake does hereby adopt Section 16-xxx, Chapter 16, Utilities, Article II, Water, of the Eagle Lake Code of Ordinances as described, displayed and detailed in Exhibit “A” attached hereto and made a part hereof.

2. It is the intent of the City Commission that the provisions contained herein shall become codified and made part of the Code of Ordinances of the City of Eagle Lake, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

3. All ordinances or resolutions in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any part hereof, not so declared to be invalid.

5. This Ordinance shall take effect immediately upon its adoption by the City Commission of the City of Eagle Lake, Florida.

INTRODUCED on first reading this _____ day of _____, 2021.

PASSED on second reading this _____ day of _____, 2021.

CORY COLER
MAYOR/COMMISSIONER

ATTEST:

CITY CLERK DAWN WRIGHT

APPROVED AS TO FORM:

CITY ATTORNEY JEFFREY S. DAWSON

Ordinance No.: O-21-10

Exhibit "A"

Sec. 16-XXX.—Water Meter Inspection Report Charge..

Simultaneously with requesting a water meter inspection report for any reason, the customer shall pay a charge of \$50.00 to the City to cover its man power and hard costs for such extra work



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: City of Eagle Lake
Order Number: 20584
Order Type: Net New

Order Date: July 15, 2021

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 11-26</i>	<i>Annual Total</i>
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>				
<input checked="" type="checkbox"/> Laserfiche Cloud Municipality Site License Subscription (Population Less than 10,000)	1	\$3,100.00	\$3,100.00	\$3,100.00
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Unlimited Public Portal	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud SDK Subscription	1	Included	Included	Included
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				\$3,100.00
<u>MCCi ANNUAL SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> Training Center for Laserfiche Cloud (1-49 Users) , Per User	10	\$78.00	\$78.00	\$780.00
<i>MCCi Annual Recurring Subscription Subtotal</i>				\$780.00
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> Managed Support Services for Laserfiche, Level 2	1	\$2,227.50	\$2,227.50	\$2,227.50
<i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i>				
<i>MCCi Supplemental Support Services Annual Recurring Subscription Subtotal</i>				\$2,227.50
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$6,107.50

For budgetary purposes, the Client should include \$6,107.50 annually for renewal of the items above. If you subscribe to MCCi's Training Center or SLA, additional user licenses may increase its cost at the time of your next annual renewal. Sales tax will be invoiced where applicable and is not included above.

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 11-26</i>	<i>Total</i>
<u>MCCi SERVICE PACKAGES</u>				

<input checked="" type="checkbox"/>	Implementation Services Package <i>Cost is based on the current components provided herein. MCCI's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i>	1	\$2,255.00	\$2,142.25	\$2,142.25
<input checked="" type="checkbox"/>	Laserfiche Training Services, Remote Per Day <i>Workflow training and installation excluded.</i>	2	\$1,600.00	\$1,520.00	\$3,040.00
<input checked="" type="checkbox"/>	Basic Records Management Configuration <i>(Includes 1/2 Day of Training)</i>	1	\$7,585.00	\$7,205.75	\$7,205.75
	Service Packages Subtotal				\$12,388.00

GRAND TOTAL - ONE-TIME SERVICES	\$12,388.00
--	--------------------

TOTAL LASERFICHE PROJECT COST	\$18,495.50
--------------------------------------	--------------------

All Order Pricing Expires in 30 Days

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal and will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to Client. No more than once per year, MCCI may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All service packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Post Project Kick-Off.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription.▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	50% of the total upon receipt of Order, remaining 50% upon delivery completion and Client acceptance

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be included where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist the Client with implementing the software/subscription components purchased.

MCCi DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
 - Outlining requirements
 - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

LASERFICHE TRAINING SERVICES

Client is provided with instructor-led Laserfiche training, hands-on, or train-the-trainer.

SYSTEM ADMINISTRATION TRAINING

- Windows Client Installation
- System Settings
- Troubleshooting Procedures
- Tags
- Users and Groups
- Document Relationships
- Technical Support Overview
- Audit Trail (If purchased)
- Volumes
- Templates
- Security

FULL USER TRAINING

- Introduction to Laserfiche
- OCR and Full Text Indexing
- Exporting a Document
- Index Fields/Templates
- Folders and the Folder Browser
- Searching & Annotations
- Scanning and Importing
- Document Display
- Security
- Customize Laserfiche

BASIC RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide unattended access to servers hosting related application to project
- Provide a Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed fifteen (15) record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Assemble a testing team to complete User Acceptance Testing (UAT) within two weeks of the completion of deployment
- Complete all final testing and confirmation that process functions as described

MCCi DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file record in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to

Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.

- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct ½ day of "train the trainer" training on administering and executing the document import process, records keeping, purging and other records keeping responsibilities inside Laserfiche including:
 - Understanding how the completed workflows function
 - Participating in the workflows and basic records management actions (searching, cutoff procedure, destruction)
- Conduct alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful.

EXCLUDED

- Assigning an external URL for Laserfiche Forms or Web Access
- Creating or maintaining a Laserfiche backup and recovery plan
- Creating training documentation for these processes
- Final testing prior to Client going live with the system and configurations
- Managing or upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review

ASSUMPTIONS

- Client must own Laserfiche Records Management Edition and Laserfiche Workflow.
- Client owns and has Laserfiche Web Client installed and configured.

SUPPLEMENTAL SUPPORT & ANNUAL SUBSCRIPTION PACKAGES

As your first-tier solution provider, MCCi provides multiple options for technical support. Your annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal.

LASERFICHE

	Managed Support Services
	MSS 2
Easy access to our team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.)*	■
Remote access support through GoToMeeting*	■
Access to product update version and hotfixes (Client Download)*	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums*	■
Software/support credit eligible for Laserfiche platform changes**	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	■
Configuration of Laserfiche Quick Fields sessions	■
Basic Records Management Module Overview Training	■
Administration Configuration Services	■
Dedicated Certified Professional	
Proactive recurring consultation calls upon Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Your Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm EDT and Saturday-Sunday from 12 pm to 4 pm EDT	
Basic JavaScript, CSS, and Calculations for Laserfiche Forms*	

* Each Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is owned.

* Excludes development of new integrations, large-scale development projects, and SQL queries.

** **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed. None of the packages listed above are intended to be utilized for configuration of a new *complex* business process. In those instances, a separate SOW is required.

LASERFICHE SUPPORT/SUBSCRIPTION

Each Client's Laserfiche Support/Subscription Renewal covers:

- **BREAK/FIX SUPPORT**
Our team of Certified Support Technicians will assist with break/fix issues including the resolution of error codes, bugs, etc.
- **CONTINUED EDUCATION**
Your renewal grants you access to continued education through Webinars, User Groups, Seminars and more!
- **REMOTE ACCESS SUPPORT**
Our Support Technicians can access your system remotely to resolve issues, saving both time and money.
- **LASERFICHE SITE ACCESS**
You will have 24/7 access to the Laserfiche support site, which includes whitepapers, case studies, etc. You also have access Laserfiche answers, an online discussion forum. Ask questions and gain advice for other Laserfiche users, staff, and solution providers.
- **ACCESS TO VERSION UPDATES**
Your Laserfiche renewal covers access to download the version updates for your software/subscription.
- **SOFTWARE/SUPPORT CREDIT****
When upgrading or trading in perpetual licensing, you will receive a one-time credit of the software and remaining prepaid support. When moving to Cloud/Subscription, you will receive a one-time credit of the remaining prepaid support.

PACKAGE DESCRIPTIONS

BUSINESS PROCESS DEFINITIONS

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge, allowing a MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with extensive configuration that is mission critical to the organization.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive or Account Manager.

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- Configuration/maintenance of backups and any general network, security, or operating system settings outside of your solution (Laserfiche, ABBYY, Blue Prism)
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- For **MSS 2, PASS & PASS 2**, create/provide process diagrams (and any other necessary paperwork/examples)

MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)

MCCi's **MSS 2** package is for Clients who need additional administration services. **MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as your annual renewal. **MSS 2** offers the following:

- **ADMINISTRATION CONFIGURATION SERVICES**

MCCi will assist with administration configuration services including setting up users, metadata, security, etc.

- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**

Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing workflows, simple Forms or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.

- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**

Using your current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.

- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OF EXISTING MIDDLEWARE/CONFIGURABLE INTEGRATIONS**

Does not include maintenance of custom-built integrations.

- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**

Within your ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in your organization to access over 500 Laserfiche training videos.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- **The Training Center subscription gate is based on Laserfiche full and retrieval users.*

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that the Client must execute.

CONFIGURATION ASSISTANCE

Many of our packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are reliant on Manufacturer's return policy.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which can be found at <https://www.laserfiche.com/cl/agreement>.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. MCCi's LSAP includes access to software point release updates, telephone or email support for software related issues, 24-hour FTP and website access, technical bulletins, and newsletters.

ACTIVE LSAP BENEFITS INCLUDE:

- Easy access to our team of Laserfiche Gold Certified Support Technicians
- Remote desktop support through GoToMeeting
- Latest Laserfiche versions
- Access to continued education through Webinars, User Groups, and Seminars
- Continued access to your Cloud environments

Adjustments in annual support rates may be made to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

LASERFICHE LATE PAYMENT POLICY

- If payment is not received before your Renewal Date, your Laserfiche support expires. Please allow up to 5 business days for MCCi to process payment to Laserfiche.
- If your Cloud support is expired for 30 days or more, Laserfiche may reduce or suspend your access to your Cloud environment and the Laserfiche website until payment is received. If your support is still not active/paid within 60 days of your subscription date, Laserfiche may cancel your account, terminate your subscriptions and the services environment, and delete your content.
- If your support expiration is just due to a late payment, you will still be able to access MCCi Support Technicians for 30 days.
 - However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until your support is renewed.

REINSTATEMENT FEES

- After your support has been expired for 30 days, Laserfiche will move your renewal date and will apply reinstatement fees.
 - Fees = 10% of Annual LSAP Total multiplied by the number of expired months

LASERFICHE CLOUD SUBSCRIPTION TERM AND FEES

- Your Cloud subscription will begin when administrative access is granted approximately 30 days after the test environment activation date and/or your account is switched to live based on project needs. This is not contingent upon a completed implementation.
- MCCi may initiate the live activation of the subscription on behalf of Client. In the event MCCi does initiate the activation, Client is still responsible to adhere to the Laserfiche Cloud terms of service.

- Cloud subscription terms are annual unless otherwise stated.
- For additional products/subscriptions added mid-term the cost is prorated to match the existing renewal date.
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.
- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

LASERFICHE CLOUD SOLUTION PROVIDER OF RECORD

As your current Solution Provider of Record, Laserfiche’s policy dictates that MCCi is the only Laserfiche Solution Provider that has access to your support account, along with the ability to process subscription renewals and additional purchases on your behalf. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

MOVING TO LASERFICHE CLOUD

For existing Laserfiche clients that have a platform other than Laserfiche Cloud, Laserfiche does not provide credits when moving to the Laserfiche Cloud licensing model. Remaining months of LSAP can be applied to the new purchase.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their Cloud system internally, without MCCi’s help. MCCi is not responsible for any damages caused by the user’s customization of the system. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to Laserfiche Cloud may affect any customizations made by the user. If MCCi’s help is required to correct/update any customizations made by Client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have “in-house” technical support, it is Client’s responsibility to make available the appropriate Information Technology resources/consultant when needed.

MASTER SERVICES AGREEMENT NO. XXXX

This Master Services Agreement No. XXXX ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. It is agreed that Client's Affiliates shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client (each, and as modified in writing by the Parties, an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses quoted. Unless otherwise specified, Client will also reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, MCCi will follow Client's expense policy, to the best of its ability. If a dispute occurs regarding MCCi's billing of Order Expenses in

conformity with Client's expense policy and greater than five percent (5%) of a specific bill, such dispute will be subject to investigation and correction; otherwise Client agrees to reimburse MCCi for the full amount of expenses billed. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Client cancels or reschedules the event, after MCCi has made these arrangements; or ii) If Client site/team is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. In the event that MCCi is reselling a license and/or subscription to a third-party product to Client with at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. To the extent that Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefore, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth, and understands and accepts that any pricing defined in an Order does not include such taxes.

All recurring software maintenance support, subscriptions, and/or other service packages ("**Recurring Services**") will automatically renew and be billed unless Client has terminated the Agreement per Section 4 below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for a one (1) year period and will renew automatically for

MASTER SERVICES AGREEMENT NO. XXXX

one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

In all events, Client shall be liable for full payment for Services and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or puts on hold an Order between completed milestones, MCCi will invoice Client for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition of, or correction of any hardware or software problems that would affect the performance of Services; and (iv) any other items set forth in each Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel are or shall be deemed to be employees of Client but rather as independent contractors. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the employment of such personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will also not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi affirms to Client that these resources will adhere to and are subject to the same representations made by MCCi throughout this Agreement.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its affiliates) regarding employment opportunities. The current employing Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, other Party agrees to pay a placement fee equal to fifty percent (50%) of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential

MASTER SERVICES AGREEMENT NO. XXXX

Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

“Confidential Information” means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **“Recipient”**) prior to the time of disclosure by the other Party (the **“Disclosing Party”**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**“Works”**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 8. Unless otherwise requested by Client, upon the completion of the

Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall immediately turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information (as hereinafter defined) of Client conveyed to MCCi. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCi shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder (**“Pre-existing Work”**), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to **“Personal Information”** (as defined by the State Data Protection Laws and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only with (i) MCCi Personnel, (ii) any third party service providers that has agreed to safeguard Personal Data in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of

MASTER SERVICES AGREEMENT NO. XXXX

use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of discovering such Security Breach.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent and workman-like manner.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than MCCi. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. MCCi also

does not warrant any third-party products procured on behalf of Client, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard billing rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

12. Indemnification and Limitation of Liability

(a) Mutual Indemnification.

Each Party ("**Indemnifying Party**") shall indemnify, defend and hold the other harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**"):

MASTER SERVICES AGREEMENT NO. XXXX

- For bodily injury or personal property damage arising out of the indemnifying Party's performance within the scope of its responsibilities under this Agreement.
- A breach of such the Indemnifying Party's obligations with respect to confidentiality
- A breach by the Indemnifying Party of applicable laws.
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

(b) MCCi Indemnification.

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products.

(d) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

(e) Limitation of Liability.

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation, lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or

otherwise. Except for a Party's indemnification obligations, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last six (6) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Errors and Omissions: \$1,000,000 per occurrence
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCi
MCCi, LLC
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:
[Insert Full Business Name](#)
[Insert Mailing Address](#)
[Insert Mailing Address](#)
[Insert City, State Zip Code](#)
Attn: [Insert Contact Name](#)

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any 3rd party End User License Agreements ("EULA"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

MASTER SERVICES AGREEMENT NO. XXXX

(b) Use of Open Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source Materials includes software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(f) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify MCCi's records to confirm MCCi's billing to Client is correct.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(g) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any

requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any Party or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(h) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(i) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(j) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make every effort to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(k) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(l) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for

MASTER SERVICES AGREEMENT NO. XXXX

marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 7 of this Agreement.

(m) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(n) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

MASTER SERVICES AGREEMENT NO. XXXX

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCI, LLC

INSERT FULL BUSINESS NAME ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INSERT ADDRESS

ADDENDUM NO. XXXX TO MASTER SERVICES AGREEMENT NO. XXXX

TITLE OF ADDENDUM ORDER

Pursuant to Master Services Agreement No. XXXX ("**Agreement**");

This **Title of Addendum** Order, designated as Addendum No. XXXX is entered into as of _____, 2020 ("**Addendum Effective Date**") , by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

(Remainder of Page Intentionally Left Blank)

ADDENDUM NO. XXXX TO MASTER SERVICES AGREEMENT NO. XXXX

TITLE OF ADDENDUM ORDER

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. XXXX to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCI, LLC

INSERT FULL LEGAL NAME ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Sheriff Grady Judd

Polk County

1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

June 23, 2021

City Manager Tom Ernharth
City of Eagle Lake
75 North 7th Street
Eagle Lake, FL 33839

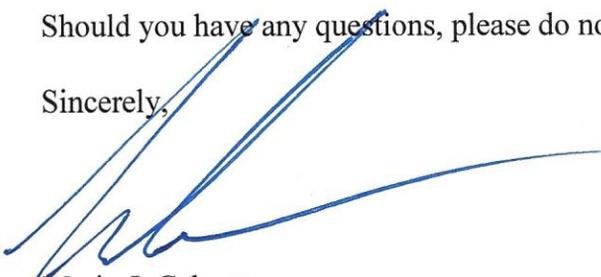
RE: Interlocal Agreement

Dear Mr. Ernharth:

Please find the enclosed copy of the Interlocal Agreement with the Polk County Sheriff's Office. At your earliest convenience, please execute the agreement and return the original copy to my attention in the Office of Legal Affairs at the Sheriff's Office.

Should you have any questions, please do not hesitate to call me at (863) 298-6515.

Sincerely,



Mario J. Cabrera
Staff Attorney, Office of Legal Affairs

MJC/mkc
Enclosure
xc: File

FSD _____
CSB _____
CCS _____

INTERLOCAL AGREEMENT

THIS AGREEMENT, is made by and between the City of Eagle Lake, a municipal corporation organized and existing under the laws of the State of Florida, which is a municipality located within the boundaries of Polk County, Florida (hereinafter referred to as "CITY") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF").

WITNESSETH:

WHEREAS, the CITY has heretofore maintained a high level of professional law enforcement services for the benefit of its citizenry thereof; and

WHEREAS, the CITY is desirous of maintaining the high level of competent professional law enforcement services; and

WHEREAS, the CITY is desirous of maintaining its law enforcement powers but at same time wishes to provide for daily law enforcement services through a contractual agreement; and

WHEREAS, the SHERIFF has agreed to provide the CITY a high level of professional law enforcement services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is undertaken for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources, and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law; and

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:



ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

1.1. Sergeant shall mean an individual who is appointed by the SHERIFF, as a supervisor who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

1.2. Deputy Sheriff shall mean an individual, other than those described in A above, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.

1.3. Patrol Unit shall mean one (1) staffed marked patrol car and all standard equipment as defined by the SHERIFF’s General Orders.

1.4. The local Sheriff’s Station for the CITY shall mean the law enforcement office space provided by the CITY as set forth in Article 4, located within the CITY.

1.5. Service shall mean comprehensive law enforcement services provided each day of the year on a twenty-four (24) hour per day basis.

ARTICLE 2 – LEVELS OF SERVICE

2.1. Law Enforcement Patrol Services. (a). The SHERIFF shall provide to the CITY, for the term set forth in this Agreement, professional law enforcement services within and throughout the CITY to the extent and in the manner herein described.

(b). The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the agreement set forth herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.

(1). The SHERIFF shall provide exclusively to the CITY a total of one (1) sergeant and five (5) deputy sheriffs.

(2). The SHERIFF shall provide to the CITY additional deputy sheriffs as mutually agreed upon by the SHERIFF and the CITY.

(c). Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments.

(d). While contracted to provide law enforcement services, deputy sheriffs will enforce Polk County Ordinances that are applicable within the corporate limits of the CITY, and Statutes of the State of Florida. Deputy Sheriffs are authorized to enforce the CITY's Ordinances, which are normally enforced by municipal police. Performance of all duties of deputy sheriffs shall be in accordance with the SHERIFF's General Orders. For CITY Ordinance purposes, the SHERIFF's operations, management and performance obligations hereinunder shall be considered the CITY Police Department.

(e). The SHERIFF shall additionally provide to the CITY when necessary, at no additional cost to the CITY, the following expertise, services, and facilities:

- Traffic Crash Investigations/Traffic Homicide Investigations;
- Marine Patrol;
- Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations and Collection of Evidence);
- Aviation Support;
- Special Investigations to include: Organized Crime Investigations, Homeland Security, Intelligence Gathering Activities, Criminal Street Gang Investigation and Suppression, and Drug Enforcement;
- Prisoner and Jail Services;

FSD	
CSB	
CCS	

- Records Retention;
- Property and Evidence Section;
- Sheriff Service Officers;
- Patrol and Detection Canine Support;
- Special Weapons and Tactics Team (SWAT);
- Training Section;
- Task Force Personnel;
- Crime Prevention;
- Citizens Assisted Patrol (Volunteers);
- Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
- Reserve Deputy Sheriffs;
- Administrative Investigations (Internal Affairs);
- Emergency and Unusual Occurrences (i.e. hurricanes, tornadoes, etc.);
- Any other such units or services as the Polk County Sheriff's Office may provide normally.

(f). The SHERIFF shall provide the CITY upon the request of the CITY, such supplemental law enforcement services of a deputy sheriff(s) beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 6.4.

✓

(g). In the event of an emergency response call and/or an exigent circumstance arises; Deputy Sheriff assigned to the CITY will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

2.2. Administrative Responsibilities. (a). The one (1) sergeant and five (5) deputy sheriffs will perform all duties and responsibilities consistent with the SHERIFF's General Orders, and this Agreement under the direction of the SHERIFF.

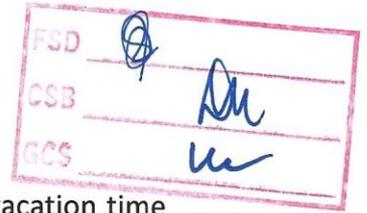
(b). The sergeant or designee will notify the City Manager or designee in a timely manner of any major/significant crimes, incidents, unusual occurrences, or emergencies that occur within the CITY.

(c). The sergeant shall provide a daily report(s) to the City Manager or designee, at his office, consisting of service activity, segregated by type and geographic locations where applicable.

(d). A formal analysis of law enforcement related trends and indicators within the CITY shall be prepared and presented to the CITY on a semi-annual basis by the SHERIFF and shall include the formalized Uniform Crime Report(s) (UCR) and other crime data as contained in the SHERIFF's crime analysis system.

(e). The CITY and SHERIFF recognize that professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the sergeant or designee shall have the discretion to determine staff allocation, and assignments in alignment with ongoing law enforcement activity analysis so long as the level of service required by this Agreement is not thereby degraded.

(f). The sergeant or designee shall be responsible for attending all CITY Commission Meetings. The sergeant or designee shall attend community meetings and meetings with the CITY staff which involves issues of mutual concern or when needed to provide advice or consent on law enforcement issues and other meetings, as requested by the CITY.



ARTICLE 3 – OTHER RESPONSIBILITIES

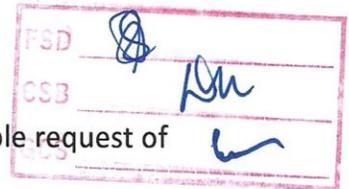
3.1. The SHERIFF shall be financially responsible for all accrued vacation time and sick time benefits of the Transferred Employees during the course of employment with the SHERIFF in the following manner:

(a). The SHERIFF transferred 100% accrued vacation time. For purposes of determining the accrued rate for vacation leave, the SHERIFF shall utilize the Transferred Employees latest hire date with the CITY.

(b). The SHERIFF transferred 100% accrued sick leave time in accordance with the SHERIFF's General Order 22.11. Transferred Employees separating from the SHERIFF will not be paid for unused sick leave pursuant to the SHERIFF's General Order 22.11.

3.2. Employment: Right of Control. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3. Assignment of Law Enforcement. The CITY does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy sheriff of the SHERIFF so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of the CITY while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Agreement. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein. SHERIFF shall give reasonable



consideration to reassignment of personnel serving the CITY upon reasonable request of the CITY.

3.4. SHERIFF's General Orders. The SHERIFF shall provide the CITY a copy of the SHERIFF's General Orders, including any updates and amendments added after publication.

ARTICLE 4 – CITY'S RESPONSIBILITIES

4.1. Office Space. (a). The CITY agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building and/or ground maintenance, pest control, alarm services, and janitorial services for those facilities designated as the Station. The SHERIFF shall maintain the Station in a clean and sanitary condition, free from trash and debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface, damage, impair, or remove any part of the Station, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.

(b). Future space planning shall be coordinated with the SHERIFF and the CITY.

(c). The use and occupancy by the SHERIFF of the Station shall include the use of common areas shared with others entitled thereto, including but not limited to, the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the CITY; subject to the terms and conditions of this Agreement.

(d). The CITY shall, during the term of this Agreement, at its sole cost and expense, maintain appropriate insurance coverage to include general liability and fire and casualty coverage, either through a commercial insurance carrier or a self-insurance program of sufficient coverage, to protect the CITY and the SHERIFF in the event of claims relating to the Station or damage and/or destruction of the Station provided to



30, 2024; and five hundred ninety two thousand one hundred fifty five dollars (\$592,155.00) for the term of October 1, 2024, through September 30, 2025.

6.2. If the price of fuel exceeds \$4.00 a gallon, for a calendar month (average price per month), the CITY and SHERIFF shall negotiate in good faith, in a manner mutually agreed upon, by both parties a fuel adjustment reimbursement that shall be invoiced by the SHERIFF as incurred and paid within thirty (30) days.

6.3. Additional law enforcement services requested by the CITY, as set forth in Article 2.1(b)(2) of this Contract, shall be invoiced and compensated monthly at actual wage and benefit rate in that contract year. Payment shall be made within thirty (30) days of receipt.

6.4. Supplemental law enforcement services requested by the CITY, as set forth in Article 2.1(f) of this Contract, shall be invoiced and compensated monthly at the actual wage and benefit rate of the deputy sheriff.

6.5. The CITY shall make quarterly payments in advance for the base contract. Quarterly payments shall be made prior to October 1, January 1, April 1, and July 1. Additional law enforcement services requested by the CITY, as set forth in Article 2.1(b)(2), shall be invoiced by the SHERIFF as incurred and paid within thirty (30) days.

ARTICLE 7- AUDIT OF RECORDS

The CITY or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

ARTICLE 8 - FINES, FORFEITURE, PAYMENT

8.1. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the CITY pursuant to Section 938, Florida Statutes, shall be transferred to the SHERIFF and used by the SHERIFF for law enforcement education purposes of supplementing training for deputies assigned to the CITY. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value

FSD	<i>[Signature]</i>
CSB	<i>[Signature]</i>
CCS	<i>[Signature]</i>

which the CITY receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement education activities.

8.2. All fines and forfeitures levied and collected pursuant to Chapter 316, Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the CITY consistent with the distribution requirements of Section 318.21, Florida Statutes.

8.3. Pursuant to the City of Eagle Lake Alarm Control Ordinance, the SHERIFF will enforce the ordinance and collect fines and fees on behalf of the CITY. All fines and fees collected by the SHERIFF on behalf of the CITY will be returned to the CITY.

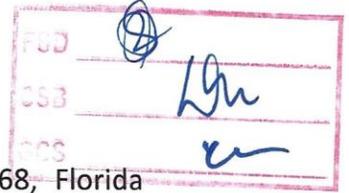
8.4. Apart from such funds, the CITY shall have no claim or right to any other monies or things of value which CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

ARTICLE 9 – HOLD HARMLESS

9.1 To the extent and limits permitted by controlling law, the SHERIFF will indemnify and hold harmless the CITY against any claims, and the cost of defending such claims, arising directly or indirectly, as a result of, or in connection with any negligent acts or omissions of the SHERIFF's office or its deputies', agents', or employees' performance of the services required by this Agreement.

9.2 To the extent and limits implemented under controlling law, the CITY will indemnify and hold the SHERIFF harmless against any claims, and the cost of defending such claims, arising directly or indirectly, or as a result of, or in connection with any negligent acts or omissions of the CITY, its agents', or employees' related to this Agreement.

9.3 Nothing contained herein shall be construed to limit or modify the provisions of Section 768.28, Florida Statutes, as it applies to the CITY and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed



by the SHERIFF or the CITY' pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

9.4 The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution or statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the CITY's determination to cause the provision of services by this Agreement is an exercise of the legislative function of and by the CITY and that at no time will the CITY exercise any specific operational control over the activities of any of the members of the SHERIFF's office.

9.5 For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the CITY. The SHERIFF will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 10- INDEPENDENT CONTRACTOR

The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to Article 2.

ARTICLE 11 - TERM

This Agreement shall remain in full force and effect commencing October 1, 2021, and ending September 30, 2025, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms hereof.

FSD
CSB
GCS

ARTICLE 12 – TERMINATION

This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than one hundred and eighty (180) in the manner set forth in this Agreement. However, termination of this Agreement shall not abridge or modify the obligations pertaining to the reestablishment of a police department; the parties agree there will be no lapse in law enforcement services.

ARTICLE 13 – TRANSITION

13.1. In the event of the termination or expiration of this Agreement, the SHERIFF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF’s Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the CITY pursuant to the terms hereof.

13.2. In the event of termination or upon expiration of this Agreement, the CITY shall have the option to purchase from the SHERIFF any equipment, fixtures and furnishings furnished by the SHERIFF to perform the services provided under this Agreement. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures and furnishings.

ARTICLE 14– AUTHORITY TO EXECUTE; NO CONFLICT CREATED

14.1. The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:

(a). His making and executing this Agreement shall create a legal obligation upon himself and the Polk County Sheriff’s Office.



(b). This Agreement shall be enforceable by the CITY according and to the extent of the provisions hereof.

14.2. Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida or any policy, rule, and/or Ordinance of the County or the laws of the State of Florida.

14.3. The City Manager by his execution hereof, does represent to the SHERIFF that he has full power and authority to make and execute this Agreement on behalf of the CITY.

14.4. Nothing herein contained and no obligation on the part of the CITY to be performed hereinunder is intended to in any way be contrary to or in contravention of any policy, rule and/or Ordinance of the CITY or the laws of the State of Florida.

ARTICLE 15 – NOTICE

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the CITY:

City of Eagle Lake
Tom Ernharth
City Manager
75 North 7th Street
Eagle Lake, Florida 33839



In case of the SHERIFF, to:

Polk County Sheriff's Office
Att: Office of Legal Affairs
1891 Jim Keene Blvd
Winter Haven, Florida 33880

ARTICLE 16 – NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the CITY, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

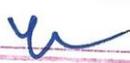
In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 18 – COMMUNICATIONS

All Communications related to Law Enforcement and Detention issues will first be routed through the City Manager's Office who will in turn route them to the SHERIFF.

ARTICLE 19 – IMPACT FEES

Notwithstanding any provision herein to the contrary, CITY shall be entitled to keep the funds generated from any impact fee imposed to be utilized for proper and allowable law enforcement capital recovery costs as agreed upon by the SHERIFF and CITY and consistent with Florida law and the CITY's Code of Ordinances.

FSD	
CSB	
GCS	

ARTICLE 20 – JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 21 – ENTIRE AGREEMENT

This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

ARTICLE 22 – SEVERABILITY

Whenever 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 is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

ARTICLE 23 - AMENDMENTS OR MODIFICATIONS

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

FSD	
CSB	
CCS	

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

ARTICLE 25 - FORUM AND VENUE

All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE
By Andria McDonald, Executive Director

ATTEST

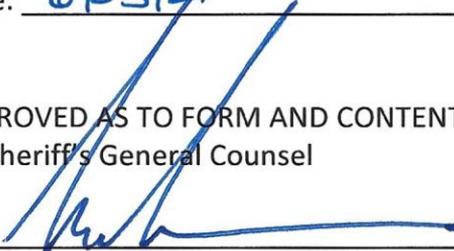




Witness to Andria McDonald

Date: 6/23/21

APPROVED AS TO FORM AND CONTENT:
BY Sheriff's General Counsel



CITY OF EAGLE LAKE
By Tom Ernharth, City Manager

ATTEST
By Dawn Wright, Clerk

Date: _____

APPROVED AS TO FORM AND CONTENT:

BY _____
City of Eagle Lake Attorney



Initials: _____

Initials: am

RESOLUTION NO.: R-21-04

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, APPROVING EASEMENT AGREEMENTS WITH TECO; AUTHORIZING CITY MAYOR TO SIGN SAID AGREEMENTS AND ALL DOCUMENTS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake is authorized to enter into easement agreements with public utility providers for the benefit of its residents and surrounding non-residents;

WHEREAS, the City of Eagle Lake believes it prudent and financially beneficial to the City of Eagle Lake to grant the attached easements to TECO;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA:

1. The City Commission hereby approves Easement Agreement #_____ and Easement Agreement #_____.

2. The City Commission hereby authorizes and directs the City Mayor to execute the Easements, and all other necessary documents, on behalf of the City of Eagle Lake.

This Resolution shall take effect immediately upon its passage.

INTRODUCED AND PASSED by the City Council of the City of Eagle Lake, Florida, in regular session this _____ day of _____, 2021.

CORY COLER, MAYOR

ATTEST:

Resolution R-21-04
Page 2

CITY CLERK DAWN WRIGHT

Approved as to form:

CITY ATTORNEY JEFFREY S. DAWSON



CITY OF EAGLE LAKE

"Growing With People In Mind"

75 N. 7th Street, P.O. Box 129, Eagle Lake, FL 33839

Phone (863) 293-4141 Fax: (863) 294-3590

July 2, 2021

Jeff Blake
Team Fishel
3804 Coconut Palm Drive, Suite 150
Tampa, FL 33619

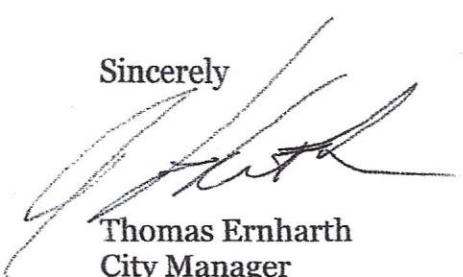
Ref: Feagin's Park Property
0 2nd Street

Dear: Mr. Blake

The City of Eagle Lake currently owns the property listed by the Polk County Property Appraisers office as Parcel 262907679000062000 and known by the City as Feagin's Park 0 2nd Street Eagle Lake, FL 33839. Although the City and County, do not have a deed for this property both acknowledge that it is owned by the City.

If you should have any questions, please do not hesitate to contact me.

Sincerely



Thomas Ernharth
City Manager

SEC. 07 TWP. 29 S. RGE. 26 E.
PARCEL ID NO. 26-29-07-679000-062000
W.O. NO. 2310743

PREPARED BY
AND RETURN TO:

Jeff Blake
Team Fishel
3804 Coconut Palm Drive
Suite 150
Tampa, FL 33619

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **CITY OF EAGLE LAKE** whose address is 2nd Street, S, Eagle Lake, FL 33839 (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **TAMPA ELECTRIC COMPANY**, a Florida corporation, P.O. Box 111, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Polk County, Florida, described as follows:

See Exhibit “A” attached hereto and by reference made a part hereof (“Easement parcel”)

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Aboveground and underground lines of wires, cables, data transmission and communication facilities, supporting structures, and necessary appurtenances (“Facilities”).

The aforesaid rights and privileges granted shall include the right and privilege to trim or remove any and all trees or shrubs upon said land, and the Company shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor’s lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

The Grantor may use said land for any purpose which will not interfere or conflict in any manner with the use of the same by the Company for the purposes enumerated above and which will not endanger any person or property, except that in no event shall any improvement or structure be installed or constructed thereon, grade changed, or water impounded thereon.

With respect to underground Facilities, Grantor acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (ch. 556 Fla. Stat.), that Grantor is obligated to notify “Sunshine State One-Call of Florida, Inc.” of its intent to engage in excavation or demolition prior to commencing any work, and Grantor may be held responsible for costs and expenses incurred due to damage of Company’s Facilities in the event Grantor fails to so notify.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this __ day of _____, 20__.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES TO EXECUTION BY GRANTOR:

**GRANTOR:
CITY OF EAGLE LAKE**

Signature

Print or Type Name

By: _____

Signature

Its: _____

Print or Type Name

Print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of CITY OF EAGLE LAKE, on behalf of said company by means of physical presence or online notarization who is personally known to me or has produced _____ as identification.

Witness my hand and official seal the date aforesaid.

Notary Public, State of _____ at Large

Notary: Print or Type Name

My Commission Expires:

EXHIBIT "A"

The North 15 feet of the following described property:

Block 2, Tier 6, all Lots of Eagle Lake as shown on plat recorded in PB/PG 1/12

SEC. 07 TWP. 29 S. RGE. 26 E.
PARCEL NO. 26-29-07-679000-063050
W.O. NO. 2310743

PREPARED BY
AND RETURN TO:

Jeff Blake
Team Fishel
3804 Coconut Palm Drive
Suite 150
Tampa, FL 33619

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **THE CITY OF EAGLE LAKE, INC., a Florida corporation** whose address is P.O. Box 129, Eagle Lake, Florida 33839 (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **TAMPA ELECTRIC COMPANY**, a Florida corporation, P.O. Box 111, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Polk County, Florida, described as follows:

See Exhibit “A” attached hereto and by reference made a part hereof (“Easement parcel”)

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Aboveground and underground lines of wires, cables, data transmission and communication facilities, supporting structures, and necessary appurtenances (“Facilities”).

The aforesaid rights and privileges granted shall include the right and privilege to trim or remove any and all trees or shrubs upon said land, and the Company shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor’s lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

The Grantor may use said land for any purpose which will not interfere or conflict in any manner with the use of the same by the Company for the purposes enumerated above and which will not endanger any person or property, except that in no event shall any improvement or structure be installed or constructed thereon, grade changed, or water impounded thereon.

With respect to underground Facilities, Grantor acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (ch. 556 Fla. Stat.), that Grantor is obligated to notify “Sunshine State One-Call of Florida, Inc.” of its intent to engage in excavation or demolition prior to commencing any work, and Grantor may be held responsible for costs and expenses incurred due to damage of Company’s Facilities in the event Grantor fails to so notify.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the

site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this __ day of _____, 20__.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES TO EXECUTION BY GRANTOR:

**GRANTOR:
THE CITY OF EAGLE LAKE, INC.,
a Florida corporation**

Signature

Print or Type Name

Signature

Print or Type Name

By: _____

Its: _____

Print name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of THE CITY OF EAGLE LAKE, INC., a Florida corporation, on behalf of said corporation by means of physical presence or online notarization who is personally known to me or has produced _____ as identification.

Witness my hand and official seal the date aforesaid.

Notary Public, State of _____ at Large

Notary: Print or Type Name

My Commission Expires:

EXHIBIT "A"

The North 15 feet and the West 15 feet of the following described property:

Lot 8, Block 3, Tier 6 of The Town of Eagle Lake, according to the map or plat thereof as recorded in Plat Book 1A, Page 12, public records of Polk County, Florida

RESOLUTION NO.: R-21-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, SETTING RENT CHARGES FOR VARIOUS CITY FACILITIES; PROVIDING A CONFLICT CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake charges rent for the utilization of various City facilities; and

WHEREAS, the current rents charged are in need of updating.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Eagle Lake, as follows:

1. The rent charged for various City facilities shall be as set forth on Exhibit “A” attached hereto and made a part hereof.

2. All resolutions or parts thereof in conflict herewith be, and the same are, hereby repealed. Should any section, paragraph, clause, sentence, item, word, or provision of this resolution be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this resolution as a whole or any part hereof, not so declared to be invalid.

3. This Resolution shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the City Commission of the City of Eagle Lake, Florida, in regular session this _____ day of _____, 2021.

CORY COLER
MAYOR - COMMISSIONER

Resolution R-21-05
Page 2

ATTEST:

CITY CLERK DAWN WRIGHT

Approved as to form:

CITY ATTORNEY JEFFREY S. DAWSON



June 24, 2021

City of Eagle Lake
Attn: Tom Ernharth
75 N. 7th Street
Eagle Lake, FL 33839

Re: T-Mobile Site # A2B0702A
Site Address: 165 S 3rd Street, Eagle Lake
Fifth Amendment to Tower Lease for Execution

Dear Tom,

Enclosed please find three (3) sets of the Fifth Amendment to Tower Lease between the City of Eagle Lake and T-Mobile South, LLC for partial execution. Please have each set signed and return the partially executed amendments to me in the provided envelope. Once received, I will route the partially executed amendments for full execution within T-Mobile and return one fully executed set to your attention.

I will be in touch with you over the next couple of months as T-Mobile begins to firm up their proposed construction schedule for this site. I will be sure to include Brian Fletcher on all communication. In the meantime, please feel free to reach out to me if you have any questions. You can contact me at (404) 915-6976 or by email at Valerie.Gosnell1@T-Mobile.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Valerie Gosnell', with a long horizontal flourish extending to the right.

Valerie Gosnell
Consultant for T-Mobile South LLC
5901 Benjamin Center Drive
Suite 110 A-B
Tampa, FL 33634

FIFTH AMENDMENT TO TOWER LEASE WITH OPTION

This Fifth Amendment to Tower Lease With Option (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Eagle Lake, a Florida municipality ("**Landlord**") and T-Mobile South LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant entered into that certain Tower Lease With Option dated February 23, 2007, (no first amendment was entered) as amended by that certain Second Amendment To Tower Lease With Option dated June 15, 2009, and that certain Third Amendment To Tower Lease With Option dated June 14, 2012, and that certain Fourth Amendment To Tower Lease With Option dated December 5, 2017 (collectively, the "**Lease**") regarding the premises located at 165 3rd Street S., Eagle Lake, Florida 33839 (the "**Premises**"),

Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

NOW, for THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

1. Tenant will have the right to modify its Antenna Facilities as described and depicted in Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approved of the modifications described and depicted in Exhibit A in all respects.
2. The terms and conditions of the Lease are incorporated herein by the reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, al of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.
3. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.
4. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Unless otherwise defined herein, capitalized terms used in the Amendment have the same meanings that are given in the Lease.
5. Except as expressly set forth in this amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment
6. This Amendment will be binding on and inure to the benefits of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

LandLord:

City of Eagle Lake, a Florida municipality

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile South LLC, A Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

TMO Legal
2021.06.21
09:17:06
-04'00'



Exhibit A

Antenna and Equipment List

Antennas:

- (3) Commscope FFV-65C-R3-V1 Panel Antennas
- (3) Ericsson Air 6449 Panel Antennas

Other Tower Mounted Equipment:

- (3) Ericsson 4460 B25/B66 Radios
- (3) Hybrid Trunks 1.76" Diameter

Ground Equipment:

- (1) Ericsson 6160 Cabinet
- (1) Ericsson B160 Cabinet

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
TUESDAY, JULY 6, 2021
7:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

I. CALL TO ORDER

Mayor Coler called the meeting to order at 7:00 p.m.

II. INVOCATION

Commissioner Metosh gave the invocation.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Commission and audience said the Pledge of Allegiance to the Flag.

IV. ROLL CALL

PRESENT: Metosh, Clark, Coler

ABSENT: Billings, Wilson

City Clerk Wright advised Commissioner Billings and Commissioner Wilson notified her that they would be unable to attend the meeting tonight.

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to excuse Commissioner Billings and Wilson from the meeting tonight.

The vote was as follows:

AYES: 3

NAYS: 0

V. AUDIENCE

Vicki Spofford, 75 Lake McLeod Dr., stated the fireworks in her neighborhood on the 4th of July were out of control. She stated ash covered her car and driveways; she stated neighbors were concerned with projectiles going on roofs. She stated neighbors were shooting off mortar type fireworks for 3 hours. Ms. Spofford stated she called the Sheriff's Office non-emergency number and no deputy came to her house. She is asking for Eagle Lake to ban fireworks in Eagle Lake and/or is asking for the formation of a committee to investigate the regulation of private firework displays.

City Manager Ernharth will look into firework legislation in other cities.

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

A. Staff Reports

Deputy Justin Register introduced himself to the Commission; he is a new deputy to Eagle Lake.

Deputy Fire Chief Huff updated the Commission regarding the events that have occurred in the city.

B. City Manager Report

City Manager Ernharth asked for authorization to enter into an agreement with TECO for easements on City property to install underground power lines. He stated resolutions will be brought forward at the next meeting if required. He stated he will get with the City Attorney as Resolutions might be necessary.

MOTION was made by Mayor Coler and seconded by Commissioner Metosh to allow the City Manager to work with TECO to secure easements to run underground utilities under the water tank property and Feagin's Park.

The vote was as follows:

AYES: 3

NAYS: 0

Mr. Ernharth discussed Business Tax Receipts; he advised the City did not do the required study back in the 90's which would have enabled the city to be able raise rates; he stated we collect approximately \$8,000 and it cost us more to implement the program. It was the consensus of the Commission to put this item on the next agenda.

Mr. Ernharth stated that the Sports Association has asked for assistance with the replacement of the existing roof on the concession stand at the ballfield; he stated we will be able to do this in the current fiscal year. He is recommending using the recreation money budgeted to replace the roof on the concession stand at the ballfield.

MOTION was made by Mayor Coler and seconded by Commissioner Clark to authorize the City Manager to work with the Eagle Lake Sports Association to obtain roofing quotes to repair the concession stand roof not to exceed \$35,000.

The roll call vote was as follows:

AYES: Metosh, Clark, Coler

NAYS: None

VII. PUBLIC HEARINGS

- A. Consideration of the first reading of Ordinance No.: O-21-07, An Ordinance of the City Commission of the City of Eagle Lake, Florida, Amending Chapter 16, Article II, Section 16-27, Water Rates, of the Code of Ordinances of the City of Eagle Lake, Florida, Providing an Increase in Residential and Commercial Water Rates Inside and Outside the City; and Amending Chapter 16, Article III, Section 16-59, Sewer Rates, of the Code of Ordinances, Providing an Increase in Residential and Commercial Sewer Rates Inside and Outside the City; Providing a Conflict and Severability Clause and an Effective Date.**

Attorney Mawhinney read Ordinance No.: O-21-07 by title only.

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to approve Ordinance No.: O-21-07.

Mayor Coler asked for audience and Commission discussion, there was none.

The roll call vote was as follows:

AYES: Metosh, Clark, Coler

NAYS: None

- B. Consideration of the first reading of Ordinance No.: O-21-08, An Ordinance Amending the City of Eagle Lake, Florida Code of Ordinances by Amending Chapter 12, Solid Waste, Article III Collection and Disposal, Sec. 12-54 Service Fees – Regular Garbage and Trash Collection, To Update the Charges for Solid Waste Collection and Disposal Authorized therein; Providing for Conflicts, Severability and an Effective Date.**

Attorney Mawhinney read Ordinance No.: O-21-08 by title only.

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to approve Ordinance No.: O-21-08.

Mayor Coler asked for audience and Commission discussion, there was none.

The roll call vote was as follows:

AYES: Metosh, Clark, Coler

NAYS: None

- C. Consideration of Resolution No.: R-21-02, A Resolution of the City Commission of the City of Eagle Lake, Florida, Setting Charges for New and Replacement Water Meters; and Providing an Effective Date.**

Attorney Mawhinney read Resolution No.: R-21-02 by title only.

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to approve Resolution No.: R-21-02.

Mayor Coler asked for audience and Commission discussion, there was none.

The roll call vote was as follows:

AYES: Metosh, Clark, Coler

NAYS: None

- D. Consideration of Resolution No.: R-21-03, A Resolution of the City Commission of the City of Eagle Lake, Florida, Relating to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF), Adoption of the Water Facilities Plan for the Implementation of Green Acres Water Production Facility Improvements, Effective this Date.**

Attorney Mawhinney read Resolution No.: R-21-03 by title only.

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to approve Resolution No.: R-21-03.

Mayor Coler asked for audience and Commission discussion, there was none.

The roll call vote was as follows:

AYES: Metosh, Clark, Coler

NAYS: None

VIII. OLD BUSINESS

A. 2021/2022 Budget

City Manager Ernharth stated the State figures haven't been sent; they are anticipated being release in the middle of July. He stated he has added funds to Parks to repair pavilion roofs at the beach. He stated the city is moving in a positive direction.

IX. NEW BUSINESS

A. Approval to Set Fiscal Year 2021-2022 Proposed Millage Rate at 7.6516 Mills with Authorization for City Manager or Designee to Notify Property Appraiser and the Department of State of the Same, Schedule the 1st Public Hearing Relating to Tentative Millage and Proposed Budget for Wednesday, September 8, 2021 at 7:00 p.m., and the 2nd Public Hearing Relating to Final Millage and Final Budget for Tuesday, September 21, 2021 at 7:00 p.m.

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to approve setting the Fiscal Year 2021/2022 Proposed Millage Rate at 7.6516 Mills Authorizing the City Manager or Designee to Notify Property Appraiser and the Department of State of the Same, Schedule the 1st Public Hearing Relating to Tentative Millage and Proposed Budget for Wednesday, September 8, 2021 at 7:00 p.m., and the 2nd Public Hearing Relating to Final Millage and Final Budget for Tuesday, September 21, 2021 at 7:00 p.m.

Mayor Coler asked for audience and Commission discussion; there was none.

The vote was as follows:

AYES: 3

NAYS: 0

X. CONSENT AGENDA

- A. Approval of the Regular City Commission Minutes -----06/07/2021**
- B. Approval of Financials**

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to approve the Consent Agenda: Items A. the Regular City Commission Meeting Minutes of 06/07/2021 and B Approval of Financials.

Mayor Coler asked for audience and Commission discussion; there was none.

The vote was as follows:

AYES: 3

NAYS: 0

XI. AUDIENCE

No comments were received from audience.

XII. CITY ATTORNEY

Attorney Mawhinney had no report.

XIII. CITY COMMISSION

Commissioner Metosh asked that the City Manager work on the private firework issues.

Commissioner Clark had no report.

Mayor Coler extended his appreciation to staff and volunteers that put in extra time for our 100 Year Celebration.

Mr. Coler stated he spoke to Tom Westberry and Mr. Westberry has an interest in bringing back the Barbecue Festival.

XIV. ADJOURNMENT

MOTION was made by Commissioner Clark and seconded by Commissioner Metosh to adjourn at 7:28 p.m.

The vote was as follows:

AYES: 3

NAYS: 0

MAYOR CORY COLER

ATTEST:

CITY CLERK DAWN WRIGHT

CITY OF EAGLE LAKE - GENERAL FUND

ACCOUNT BALANCE

MAY 2021

ACCOUNT BALANCE AS OF APRIL 30, 2021	2,479,240.82
DEPOSITS	247,853.89
CLEARED CHECKS	(99,857.05)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
ACCOUNT BALANCE AS OF MAY 31, 2021	<u>2,627,237.66</u>

OUTSTANDING CHECKS:

43249	GREAT SOUTHERN BUILDERS - REF	(62.00)
43318	POLK COUNTY LIBRARY COOPERATIVE *	(35.00)
43348	EMPLOYEE FUND QB	(66.00)
JE #3	Florida Department of Revenue	(71.75)
43404	FLORIDA BLUE	(15,858.30)
43406	GUARDIAN	(577.92)
43407	Liberty National Insurance Company QB	(360.17)
43411	WASHINGTON NATIONAL INS CO	(332.70)
43408	LINCOLN FINANCIAL GROUP	(246.71)
43409	MINNESOTA LIFE	(194.50)
43405	Florida Municipal Insurance Trust QB	(108.26)
43403	EMPLOYEE FUND QB	(66.00)
43410	New York Life Ins QB	(21.68)
43449	WILLIAMS CONSTRUCTION COMPANY LLC	(16,500.00)
43450	PENNONI	(1,942.50)
43440	Tampa Electric Company-2	(1,730.99)
43423	INGRAM LIBRARY SERVICES	(1,703.48)
43418	City of Eagle Lake Water Dept	(1,244.44)
43441	Tampa Electric Company -3	(1,235.15)
43432	PENNONI	(978.66)
43431	NV5 INC	(975.00)
43442	THE LEDGER/NEWS CHIEF-PMTS	(796.48)
43415	BRIGHT HOUSE NETWORKS 0050679369-02	(752.93)
43435	POLK COUNTY BOCC	(715.00)
43447	Walker Fence Company Inc	(671.03)
43426	JEFFREY S DAWSON	(508.58)
43439	TAMPA ELECTRIC CO.-1	(473.38)
43446	VERIZON WIRELESS - CELL	(432.63)
43453	PENNONI	(420.00)
43451	PENNONI	(385.00)
43452	PENNONI	(367.50)
43427	KARENN MARTINEZ - REF	(362.25)
43436	POLK TRACTOR COMPANY	(332.64)

CITY OF EAGLE LAKE - GENERAL FUND
ACCOUNT BALANCE

43421	Demco	(259.02)
43438	STAPLES CREDIT PLAN	(258.84)
43422	FLORIDA PEST CONTROL	(224.00)
43444	THOMAS ERNHARTH	(207.34)
43433	PENWORTHY	(188.13)
43434	PITNEY BOWES GLOBAL FINANCIAL SERV LLC	(175.23)
43412	ALEXIS CHEYENNE MILLWOOD - REF	(175.00)
43413	ARACELI GUZMAN*-REF	(175.00)
43425	JASHIRA CORREA - REF	(175.00)
43424	ISABEL VALENZUELA - REF	(175.00)
43428	LESLIE GUZMAN - REF	(175.00)
43437	RICOH USA INC	(165.85)
43443	THE LIBRARY STORE	(133.55)
43429	LOGAN DEINES - REF	(125.00)
43448	WANDA S JACKSON - REF	(75.00)
43416	BUREAU OF ELEVATOR SAFETY	(75.00)
43420	DAWN WRIGHT - REIMB	(59.64)
43445	TIERA HAMILTON - REF	(50.00)
43430	NEXAIR, LLC	(45.41)
43414	BATTERIES PLUS BULBS*	(44.95)
43417	CENGAGE LEARNING INC / GALE	(33.57)
JE #3	Florida Department of Revenue	(175.00)

TOTAL OUTSTANDING CHECKS:

(53,699.16)

Deposit	03/23/2021	50.00
Deposit	05/28/2021	385.69
General Journal	05/31/2021	1,875.00

TOTAL OUTSTANDING DEPOSITS:

2,310.69

REMAINING ACCOUNT BALANCE:

2,575,849.19

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	Oct '20 - May ...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
310.000 · Taxes				
311.000 · Ad Valorem Taxes	790,169.47	812,178.75	-22,009.28	97.3%
312.000 · Sales, Use & Gas Taxes				
312.300 · 9th Cent Gas Tax	10,020.80	14,000.00	-3,979.20	71.6%
312.410 · Local Option Gas Tax	56,719.77	82,016.00	-25,296.23	69.2%
312.412 · Local Gov. 1/2 cent sales tax	127,162.48	144,338.00	-17,175.52	88.1%
312.420 · 5-cent Local Option Gas Tax	35,910.63	50,137.00	-14,226.37	71.6%
Total 312.000 · Sales, Use & Gas Taxes	229,813.68	290,491.00	-60,677.32	79.1%
314.000 · Utility Service Taxes				
314.100 · Electric Utility Service Tax	101,426.28	150,000.00	-48,573.72	67.6%
314.150 · Water Utility Service Tax	26,304.14	40,000.00	-13,695.86	65.8%
314.400 · Natural Gas Service Tax	170.01	1,000.00	-829.99	17.0%
314.800 · Propane Service Tax	1,064.01	1,500.00	-435.99	70.9%
315.000 · Local Communications Serv. Tax	45,365.63	63,000.00	-17,634.37	72.0%
Total 314.000 · Utility Service Taxes	174,330.07	255,500.00	-81,169.93	68.2%
323.000 · Franchise Fees				
323.100 · Electric Franchise Fees	85,103.33	155,000.00	-69,896.67	54.9%
323.400 · Natural Gas Franchise Fees	178.54	0.00	178.54	100.0%
323.700 · Solid Waste Franchise Fee	16,469.85	32,000.00	-15,530.15	51.5%
Total 323.000 · Franchise Fees	101,751.72	187,000.00	-85,248.28	54.4%
Total 310.000 · Taxes	1,296,064.94	1,545,169.75	-249,104.81	83.9%
330.000 · Intergovernmental Revenue				
331.000 · Federal Grants				
331.391 · CDBG Revenue	0.00	39,000.00	-39,000.00	0.0%
Total 331.000 · Federal Grants	0.00	39,000.00	-39,000.00	0.0%
335.000 · State Shared Revenues				
335.120 · SRS Sales Tax	48,466.14	65,000.00	-16,533.86	74.6%
335.122 · SRS - Motor Fuel Tax	18,847.96	24,000.00	-5,152.04	78.5%
335.150 · Alcoholic Beverage Licenses	150.14	500.00	-349.86	30.0%
Total 335.000 · State Shared Revenues	67,464.24	89,500.00	-22,035.76	75.4%
338.800 · County Shared Revenue				
337.700 · Library Cooperative	25,000.00	25,000.00	0.00	100.0%
337.710 · Delivery Driver System Funding	62,793.49	114,794.00	-52,000.51	54.7%
338.200 · Polk County Occupational Licens	1,233.34	1,600.00	-366.66	77.1%
Total 338.800 · County Shared Revenue	89,026.83	141,394.00	-52,367.17	63.0%
Total 330.000 · Intergovernmental Revenue	156,491.07	269,894.00	-113,402.93	58.0%
340.000 · Charges for Services				
341.200 · Zoning Fees	1,800.00	500.00	1,300.00	360.0%
341.300 · Copies/Certifications	35.05	75.00	-39.95	46.7%
342.900 · FDOT Roadway Maintenance	8,973.78	12,000.00	-3,026.22	74.8%
342.901 · FDOT Lighting Maintenance	16,257.89	15,784.00	473.89	103.0%
352.000 · Library Fines and Collections	899.50	1,500.00	-600.50	60.0%
Total 340.000 · Charges for Services	27,966.22	29,859.00	-1,892.78	93.7%
350.000 · Fines & Forfeitures				
341.541 · Police Fines	2,475.11	8,000.00	-5,524.89	30.9%
350.100 · Other Fines and Forfeitures	0.00	600.00	-600.00	0.0%
350.000 · Fines & Forfeitures - Other	-86.90			
Total 350.000 · Fines & Forfeitures	2,388.21	8,600.00	-6,211.79	27.8%
360.000 · Other Revenue				
361.100 · Interest Income	5,474.96	5,000.00	474.96	109.5%
361.110 · Facilities Deposits	11,626.00	1,500.00	10,126.00	775.1%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	Oct '20 - May ...	Budget	\$ Over Budget	% of Budget
362.100 · Facilities Rental	11,112.50	9,000.00	2,112.50	123.5%
362.200 · Sprint Tower Lease	24,883.20	37,325.00	-12,441.80	66.7%
362.201 · T-Mobile Tower Lease	13,125.00	22,500.00	-9,375.00	58.3%
366.000 · Private Donations				
366.101 · Trick or Treat Lane Donations	1,500.00			
366.300 · Donations - Library	70.00			
366.000 · Private Donations - Other	1,000.00	1,500.00	-500.00	66.7%
Total 366.000 · Private Donations	2,570.00	1,500.00	1,070.00	171.3%
369.900 · Miscellaneous Income				
369.125 · LIEN PAYMENTS	100.00			
369.310 · Misc Revenue - Engineering Fees	33,408.10			
369.994 · Library Grant	3,000.00			
369.996 · E-Rate Reimbursement	798.66			
369.900 · Miscellaneous Income - Other	36,530.21	14,000.00	22,530.21	260.9%
Total 369.900 · Miscellaneous Income	73,836.97	14,000.00	59,836.97	527.4%
Total 360.000 · Other Revenue	142,628.63	90,825.00	51,803.63	157.0%
367.000 · Licenses and Permits				
316.000 · Business Tax Receipts	2,440.55	8,500.00	-6,059.45	28.7%
322.000 · Building Permits Other				
322.050 · Subdivision Permit App.Fee	2,900.00	0.00	2,900.00	100.0%
322.060 · Plan Review Fee	11,218.75	2,000.00	9,218.75	560.9%
322.070 · DCA BLDG Cert Charge 1%	64.01	50.00	14.01	128.0%
322.100 · DBPR Radon Surcharge-1%	80.11	50.00	30.11	160.2%
322.150 · Contractor's Registration	500.00	300.00	200.00	166.7%
322.200 · Polk County Imp.Fees 3%	1,213.65	100.00	1,113.65	1,213.7%
322.250 · Consultant Review-Subdiv.	300.00	0.00	300.00	100.0%
322.300 · Building Inspection Fees	28,680.00	9,000.00	19,680.00	318.7%
322.400 · Building Permits	33,113.70	10,000.00	23,113.70	331.1%
324.610 · Parks and Rec Impact Fee	18,042.00	0.00	18,042.00	100.0%
324.611 · Public BLDG & Fac - Res	61,504.00	0.00	61,504.00	100.0%
Total 322.000 · Building Permits Other	157,616.22	21,500.00	136,116.22	733.1%
Total 367.000 · Licenses and Permits	160,056.77	30,000.00	130,056.77	533.5%
369.200 · CASH OVER/SHORT	25.41			
382.000 · Transfers - IN	61,952.38	143,004.00	-81,051.62	43.3%
382.100 · CRA Transfer - IN	13,336.00	20,004.00	-6,668.00	66.7%
Total Income	1,860,909.63	2,137,355.75	-276,446.12	87.1%
Gross Profit	1,860,909.63	2,137,355.75	-276,446.12	87.1%
Expense				
510.000 · General Government				
511.000 · Commissioner Costs				
511.100 · Employee Benefits				
511.210 · FICA Taxes	405.80	575.00	-169.20	70.6%
Total 511.100 · Employee Benefits	405.80	575.00	-169.20	70.6%
511.110 · City Commission Fees/Salaries	5,304.80	7,957.00	-2,652.20	66.7%
511.300 · Operating Expenditures				
511.240 · Workers Compensation Insurance	73.19	150.00	-76.81	48.8%
511.310 · Engineering Services	51,985.59	5,000.00	46,985.59	1,039.7%
511.311 · Legal Services	766.51	10,000.00	-9,233.49	7.7%
511.313 · Planning Services	0.00	5,000.00	-5,000.00	0.0%
511.320 · Accounting & Auditing	9,051.25	11,500.00	-2,448.75	78.7%
511.321 · Financial Reporting Svcs	11,063.75	15,000.00	-3,936.25	73.8%
511.340 · Contractual Services	1,800.00	2,500.00	-700.00	72.0%
511.341 · Election Fees	301.82	3,000.00	-2,698.18	10.1%
511.410 · Communication Services	1,623.15	3,600.00	-1,976.85	45.1%
511.420 · Postage	0.00	1,000.00	-1,000.00	0.0%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	Oct '20 - May ...	Budget	\$ Over Budget	% of Budget
511.450 · Insurance Property	64,723.76	50,000.00	14,723.76	129.4%
511.460 · Repair & Maint Svcs Comm Bldg	2,657.50	10,500.00	-7,842.50	25.3%
511.470 · Printing and Binding/ Municipal	1,975.00	4,500.00	-2,525.00	43.9%
511.480 · Advertising / Promotions	1,905.75	5,000.00	-3,094.25	38.1%
511.490 · Other Current Charges	3,179.62	12,000.00	-8,820.38	26.5%
511.512 · Trick or Treat Lane	0.00	2,500.00	-2,500.00	0.0%
511.541 · Travel, Meetings, and Dues	718.66	5,000.00	-4,281.34	14.4%
511.991 · Contingency Fund	0.00	5,500.00	-5,500.00	0.0%
511.992 · Debt Service 1999 Rev Bond	92,742.50	91,100.00	1,642.50	101.8%
511.993 · CRA/Community Redevelopment Age	20,000.00	20,000.00	0.00	100.0%
511.998 · Reserve / Contingency	0.00	160,634.75	-160,634.75	0.0%
Total 511.300 · Operating Expenditures	264,568.05	423,484.75	-158,916.70	62.5%
511.600 · CAPITAL OUTLAY	-150.00			
Total 511.000 · Commissioner Costs	270,128.65	432,016.75	-161,888.10	62.5%
512.000 · CITY MANAGER				
512.100 · Employee Benefits				
512.210 · FICA TAXES-CM	4,847.11			
512.100 · Employee Benefits - Other	13,515.26	32,000.00	-18,484.74	42.2%
Total 512.100 · Employee Benefits	18,362.37	32,000.00	-13,637.63	57.4%
512.120 · Salaries and Wages	63,603.20	97,316.00	-33,712.80	65.4%
512.300 · Operating Expenditures				
512.240 · Workers Compensation Insurance	1,108.79	1,900.00	-791.21	58.4%
512.340 · Contractual Services	0.00	500.00	-500.00	0.0%
512.410 · Communication Services	1,699.87	2,100.00	-400.13	80.9%
512.420 · Postage	96.71	650.00	-553.29	14.9%
512.460 · Repairs & Maintenance	57.50	500.00	-442.50	11.5%
512.490 · Other Expenditures	53.91	1,500.00	-1,446.09	3.6%
512.540 · Education & Training	858.00	3,000.00	-2,142.00	28.6%
512.541 · Travel, Meetings, and Dues	1,062.63	2,000.00	-937.37	53.1%
512.991 · Contingency Fund	0.00	2,000.00	-2,000.00	0.0%
Total 512.300 · Operating Expenditures	4,937.41	14,150.00	-9,212.59	34.9%
Total 512.000 · CITY MANAGER	86,902.98	143,466.00	-56,563.02	60.6%
513.000 · Administration				
513.100 · Employee Benefits				
513.210 · Fica Taxes - AD	8,141.76			
513.100 · Employee Benefits - Other	34,387.76	78,000.00	-43,612.24	44.1%
Total 513.100 · Employee Benefits	42,529.52	78,000.00	-35,470.48	54.5%
513.121 · Salaries and Wages	106,303.98	170,916.00	-64,612.02	62.2%
513.140 · Overtime	408.94	325.00	83.94	125.8%
513.300 · Operating Expenditures				
513.240 · Workers Compensation Insurance	2,137.05	4,500.00	-2,362.95	47.5%
513.311 · Legal Services	476.39			
513.340 · Contractual Svcs (Copier/Lease)	3,727.80	7,000.00	-3,272.20	53.3%
513.410 · Communication Services	2,946.47	15,000.00	-12,053.53	19.6%
513.420 · Postage	2,228.06	5,000.00	-2,771.94	44.6%
513.430 · Utility Services	1,547.94	3,500.00	-1,952.06	44.2%
513.460 · Repair & Maintenance	515.35	5,000.00	-4,484.65	10.3%
513.490 · Other Expenditures	623.81	9,500.00	-8,876.19	6.6%
513.510 · Office Supplies	2,515.34	5,000.00	-2,484.66	50.3%
513.540 · Education and Training	1,027.79	6,000.00	-4,972.21	17.1%
513.541 · Travel, Meetings, & Dues	1,397.13	4,000.00	-2,602.87	34.9%
513.991 · Contingency Fund	0.00	1,500.00	-1,500.00	0.0%
Total 513.300 · Operating Expenditures	19,143.13	66,000.00	-46,856.87	29.0%
Total 513.000 · Administration	168,385.57	315,241.00	-146,855.43	53.4%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	Oct '20 - May ...	Budget	\$ Over Budget	% of Budget
Total 510.000 · General Government	525,417.20	890,723.75	-365,306.55	59.0%
521.000 · Police Department				
521.300 · Operating Expenditures - PD				
521.340 · Contractual Services - Sheriff	410,295.00	547,060.00	-136,765.00	75.0%
521.410 · Communication Services	1,212.98	2,000.00	-787.02	60.6%
521.430 · Utility Services	1,547.93	3,000.00	-1,452.07	51.6%
Total 521.300 · Operating Expenditures - PD	413,055.91	552,060.00	-139,004.09	74.8%
Total 521.000 · Police Department	413,055.91	552,060.00	-139,004.09	74.8%
541.000 · Streets				
541.100 · Employee Benefits				
541.210 · Fica Taxes - ST	1,442.44			
541.100 · Employee Benefits - Other	10,221.15	20,400.00	-10,178.85	50.1%
Total 541.100 · Employee Benefits	11,663.59	20,400.00	-8,736.41	57.2%
541.120 · Salaries and Wages	18,589.10	28,031.00	-9,441.90	66.3%
541.140 · Overtime	0.00	2,000.00	-2,000.00	0.0%
541.300 · Operating Expenditures - ST				
541.240 · Workers Compensation Insurance	432.44	700.00	-267.56	61.8%
541.310 · Engineering	0.00	2,000.00	-2,000.00	0.0%
541.311 · NPDES Charges	124.00			
541.340 · Contractual Services	0.00	2,000.00	-2,000.00	0.0%
541.400 · Petroleum Products	343.13	3,500.00	-3,156.87	9.8%
541.410 · Communication Services	364.20	2,400.00	-2,035.80	15.2%
541.430 · Utility Services	18,227.36	40,000.00	-21,772.64	45.6%
541.460 · Repair and Maintenance	6,370.58	11,000.00	-4,629.42	57.9%
541.490 · Other Expenditures	90.00	1,000.00	-910.00	9.0%
541.521 · Supplies & Materials	360.00	2,000.00	-1,640.00	18.0%
541.522 · Uniforms	0.00	375.00	-375.00	0.0%
541.530 · Road Materials/Street Repair	0.00	2,500.00	-2,500.00	0.0%
541.630 · Street Signs	0.00	5,000.00	-5,000.00	0.0%
Total 541.300 · Operating Expenditures - ST	26,311.71	72,475.00	-46,163.29	36.3%
541.600 · Captial Outlay - ST				
541.603 · Trsfer Out-Restr. 5 Cent GasTx	0.00	79,000.00	-79,000.00	0.0%
Total 541.600 · Captial Outlay - ST	0.00	79,000.00	-79,000.00	0.0%
Total 541.000 · Streets	56,564.40	201,906.00	-145,341.60	28.0%
550.000 · Building and Code Enforcement				
550.100 · Employee Benefits				
550.210 · FICA TAXES- CODE	2,445.84			
550.100 · Employee Benefits - Other	8,917.77	22,400.00	-13,482.23	39.8%
Total 550.100 · Employee Benefits	11,363.61	22,400.00	-11,036.39	50.7%
550.120 · Salaries and Wages	40,462.05	61,186.00	-20,723.95	66.1%
550.300 · Operating Expenditures				
550.240 · Workers Compensation Insurance	716.70	1,200.00	-483.30	59.7%
550.311 · Legal Services & Magistrate	765.44	5,000.00	-4,234.56	15.3%
550.340 · Contractual Services (Code Enf)	0.00	20,000.00	-20,000.00	0.0%
550.400 · Petroleum Products	0.00	1,500.00	-1,500.00	0.0%
550.410 · Communication Services	463.02	2,100.00	-1,636.98	22.0%
550.420 · Postage	0.00	400.00	-400.00	0.0%
550.460 · Repairs and Maintenance	726.57			
550.490 · Other Expenditures	176.76	525.00	-348.24	33.7%
550.491 · Code Enforcement Other	19,937.85	2,000.00	17,937.85	996.9%
550.522 · Uniforms	0.00	300.00	-300.00	0.0%
550.540 · Education & Training	155.00	1,000.00	-845.00	15.5%
550.541 · Travel, Meetings & Dues	170.00	2,000.00	-1,830.00	8.5%
Total 550.300 · Operating Expenditures	23,111.34	36,025.00	-12,913.66	64.2%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	Oct '20 - May ...	Budget	\$ Over Budget	% of Budget
Total 550.000 · Building and Code Enforcement	74,937.00	119,611.00	-44,674.00	62.7%
571.000 · Library				
571.100 · Employee Benefits				
571.210 · Fica Taxes - LB	1,171.13			
571.100 · Employee Benefits - Other	22,273.28	48,150.00	-25,876.72	46.3%
Total 571.100 · Employee Benefits	23,444.41	48,150.00	-24,705.59	48.7%
571.120 · Salaries and Wages	15,308.93	26,410.00	-11,101.07	58.0%
571.128 · Delivery Van Drivers				
571.140 · Overtime	0.00	4,500.00	-4,500.00	0.0%
571.212 · FICA VAN DRIVER	3,455.49			
571.128 · Delivery Van Drivers - Other	45,202.20	65,894.00	-20,691.80	68.6%
Total 571.128 · Delivery Van Drivers	48,657.69	70,394.00	-21,736.31	69.1%
571.300 · Operating Expenditures				
571.240 · Workers Compensation Insurance	1,242.87	2,200.00	-957.13	56.5%
571.410 · Communication Services	1,772.82	3,300.00	-1,527.18	53.7%
571.420 · Postage	0.00	250.00	-250.00	0.0%
571.430 · Utility Services	1,547.91	3,300.00	-1,752.09	46.9%
571.460 · Repair and Maintenance	0.00	500.00	-500.00	0.0%
571.510 · Office Supplies	1,055.50	600.00	455.50	175.9%
571.521 · Operating Expenses---LB Van Dri	36.00	500.00	-464.00	7.2%
571.660 · Books & Materials	3,138.84	1,500.00	1,638.84	209.3%
Total 571.300 · Operating Expenditures	8,793.94	12,150.00	-3,356.06	72.4%
Total 571.000 · Library	96,204.97	157,104.00	-60,899.03	61.2%
572.000 · Parks & Rec				
572.100 · Employee Benefits				
572.210 · Fica Taxes - PR	1,413.54			
572.100 · Employee Benefits - Other	8,883.84	19,200.00	-10,316.16	46.3%
Total 572.100 · Employee Benefits	10,297.38	19,200.00	-8,902.62	53.6%
572.120 · Salaries and Wages	18,720.39	27,851.00	-9,130.61	67.2%
572.140 · Overtime	0.00	1,650.00	-1,650.00	0.0%
572.300 · Operating Expenditures				
572.240 · Workers Compensation Insurance	417.46	750.00	-332.54	55.7%
572.340 · Contractual Services	2,682.00	10,000.00	-7,318.00	26.8%
572.400 · Petroleum Products	1,410.32	6,000.00	-4,589.68	23.5%
572.410 · Communication Services	364.20	2,000.00	-1,635.80	18.2%
572.430 · Utility Services	29,239.29	49,000.00	-19,760.71	59.7%
572.460 · Repair & Maintenance	10,396.60	20,000.00	-9,603.40	52.0%
572.461 · Grounds-Bldg/Clean/Maint/Veh	15,012.81	22,000.00	-6,987.19	68.2%
572.490 · Other Expenditures	1,193.96	500.00	693.96	238.8%
572.512 · Trick or Treat Lane	0.00	2,500.00	-2,500.00	0.0%
572.513 · Hometown Festival (Fireworks)	0.00	5,500.00	-5,500.00	0.0%
572.521 · Supplies & Materials	0.00	7,000.00	-7,000.00	0.0%
572.541 · Travel, Meetings & Dues	-3.12			
572.654 · Mistletoe Marketplace	183.68	3,000.00	-2,816.32	6.1%
572.814 · CDBG (Grants)	84.25	39,000.00	-38,915.75	0.2%
572.888 · Facilities Deposit Refunds - PR	8,851.00			
572.889 · Facilities Sales Tax Remit - PR	12.25			
Total 572.300 · Operating Expenditures	69,844.70	167,250.00	-97,405.30	41.8%
Total 572.000 · Parks & Rec	98,862.47	215,951.00	-117,088.53	45.8%
6560 · Payroll Expenses	-747.77			
Total Expense	1,264,294.18	2,137,355.75	-873,061.57	59.2%
Net Ordinary Income	596,615.45	0.00	596,615.45	100.0%

11:08 AM

06/22/21

Accrual Basis

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	<u>Oct '20 - May ...</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Net Income	<u>596,615.45</u>	<u>0.00</u>	<u>596,615.45</u>	<u>100.0%</u>

CITY OF EAGLE LAKE
Balance Sheet
As of May 31, 2021

	May 31, 21
ASSETS	
Current Assets	
Checking/Savings	
100.000 · Cash & Cash Equivalents	
101.103 · CS - GENERAL FUND	2,575,849.19
102.216 · Petty Cash	200.00
102.217 · Petty Cash Library	15.00
Total 100.000 · Cash & Cash Equivalents	2,576,064.19
101.256 · CS - BUILDING/CODE ENFORCEMENT	837.44
101.257 · CS - PARKS & REC FUND	173,811.52
101.258 · CS - PUBLIC BUILDING FUND	656,284.84
101.259 · CS- TRANSPORTATION FUND	80,266.03
103.302 · CS - BOND & INTEREST FUND	66,003.64
Total Checking/Savings	3,553,267.66
Accounts Receivable	
115.101 · *Accounts Receivable	58,072.38
Total Accounts Receivable	58,072.38
Other Current Assets	
115.200 · A/R Due from Others	30,411.23
115.300 · A/R - Due from Governments	35,448.31
116.110 · Return Checks Receivable	80.00
130.000 · Due From (To) Utility/CRA Fund	
131.100 · Due From Utility Fund-Payroll	41,392.41
131.200 · Due From Utility-Sani/Storm	-15,772.00
131.250 · Due From/To Utility Daily Dep.	3,068.98
131.350 · Due To/From Utility Fund -OTHER	1,338.88
131.382 · DUE FROM CRA FUND-ADMIN FEES	13,601.94
131.390 · DUE FROM CRA	16,000.00
Total 130.000 · Due From (To) Utility/CRA Fund	59,630.21
149.900 · Undeposited Funds	628.98
Total Other Current Assets	126,198.73
Total Current Assets	3,737,538.77
TOTAL ASSETS	3,737,538.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	157,835.13
Total Accounts Payable	157,835.13
Other Current Liabilities	
203.100 · Sales Tax Payable	194.42
205.000 · Polk County Impact Fees Payable	44,862.08
205.101 · POLK COUNTY SHERIFF EDUCATION	1,826.43
205.102 · POLK COUNTY FIRE REVIEW	792.80
205.200 · DBPR Fee Payable	-778.70
205.201 · DCA PAYABLE	-809.00
208.101 · DUE TO STATE UNCLAIMED PROPERTY	-75.00
210.000 · Accrd Exp & Other Liabilities	
218.110 · Witholding Payable	-52.96
218.190 · Cobra Insurance Payable	156.94
Total 210.000 · Accrd Exp & Other Liabilities	103.98
2100 · Payroll Liabilities	
2100.06 · UNITED WAY QB	30.00
2100.07 · EMPLOYEE FUND QB	75.00

06/22/21

CITY OF EAGLE LAKE
Balance Sheet
As of May 31, 2021

	<u>May 31, 21</u>
2100.10 · LIBERTY LIFE QB	-0.07
2100.11 · COLONIAL ACCIDENT CANCER QB	0.03
2100.26 · PAYROLL TAXES	<u>1.00</u>
Total 2100 · Payroll Liabilities	105.96
215.000 · Accrued Payroll and Benefits	20,301.08
240.100 · DIRECT INFLOWS - UNAVAILABLE RE	<u>16,745.58</u>
Total Other Current Liabilities	83,269.63
Total Current Liabilities	<u>241,104.76</u>
Total Liabilities	241,104.76
Equity	
271.100 · Fund Balance	2,899,818.56
Net Income	<u>596,615.45</u>
Total Equity	3,496,434.01
TOTAL LIABILITIES & EQUITY	<u><u>3,737,538.77</u></u>

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

MAY 2021

ACCOUNT BALANCE AS OF APRIL 30, 2021	1,589,520.25
DEPOSITS	196,131.17
CLEARED CHECKS	(98,940.92)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
ACCOUNT BALANCE AS OF MAY 31, 2021	<u>1,686,710.50</u>

OUTSTANDING CHECKS:

JE #29		(215.00)
19236	ADVANCED FINGERPRINTING SERVICES - REF	(73.42)
19295	THOMAS RAY WOODARD - REF	(7.39)
19424	LOUIS KELLY - REF*	(18.20)
19436	VERNON KAY III - REF	(5.11)
19445	MATTHEW ASHMORE - REF	(41.49)
19567	DAWN ANDREWS - REF	(131.81)
19692	LUIS SANCHEZ - REF	(49.53)
19719	ANH NGUYEN - REF	(200.00)
20015	KEREN ALEXIS - REF	(95.26)
20121	MICHELLE RICHARDSON - REF	(45.26)
20172	COREY LEWIS - REF	(4.64)
20283	AROMA CHRISTIAN CHURCH - REF	(58.76)
20390	VICTOR WEN - REF	(147.48)
20561	SHEILA PAGE - REF	(120.13)
20651	MARIA CASTRO - REF	(44.32)
20779	JENESSA FEICHETEL - REF	(1.97)
20857	JENNIFER CORTES - REF	(2.37)
21171	ASHLEY ADKINS - REF	(8.09)
21448	JOSEPH GARRARD - REF	(10.00)
21507	JESUS CANALES - REF	(31.23)
21514	CRYSTAL BRISENO - REF	(3.96)
21598	DIANA MERILUS - REF	(39.13)
21635	OFELIA TREJO - REF	(39.88)
21682	WALTER O'BYRNE - REF	(50.88)
21667	HEATHER MCKENZIE - REF	(19.42)
21671	KENNETH BRAMBLETT - REF	(7.08)
21713	SHELBY DIAZ - REF	(55.65)
21740	ALFONSO ARCADIO ESTRADA - REF	(166.24)
21742	JOHN RIDEOUT - REF	(40.76)
21769	RESHEENA HARDY - REF	(29.33)
21801	VSP TAMPA LLC - REF	(124.38)
21783	CITRAVEST MANAGEMENT - REF*	(116.32)
21793	PAULA TIERNEY - REF	(37.70)
21892	TOM PERRY ST - REF	(30.81)
21880	JAMIE SKINNER - REF	(9.26)
21941	CITRAVEST MANAGEMENT - REF**	(122.65)
21918	CITRAVEST MANAGEMENT - REF**	(45.30)
21972	BRANDON GIBSON - REF	(31.01)
22045	CITRAVEST MANAGEMENT - REF**	(95.78)
22027	CITRAVEST MANAGEMENT - REF**	(77.35)
22047	CITRAVEST MANAGEMENT - REF**	(45.30)
JE #30		(205.00)

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

22141	PUBLIC RISK INSURANCE AGENCY	(7,295.12)
22129	EDYENID VELAZQUEZ - REF	(45.30)
22126	CENTRAL FL REALTY MEDICS - REF	(35.30)
22329	Deposit Fund	(6,520.00)
22330	STORMWATER UTILITY FUND	(4,956.00)
22284	SUZY WILSON - REF	(122.65)
22301	REPUBLIC SERVICES	(9,895.98)
22299	PENNONI ASSOCIATES INC.	(4,412.50)
22293	GRAY ROBINSON*	(3,801.83)
22305	Tampa Electric Company	(2,822.69)
22298	ORANGE INDUSTRIAL SERVICES, LLC	(2,706.85)
22289	CENTRAL CONCRETE PRODUCTS INC	(2,500.00)
22291	FERGUSON ENTERPRISES, INC. WATERWORKS	(1,388.09)
22306	UTILITY SERVICE CO INC	(1,210.80)
22304	Sunstate Meter & Supply Inc.	(1,164.56)
22308	PENNONI ASSOCIATES INC.	(913.00)
22296	JEFFREY S DAWSON	(740.33)
22307	VERIZON WIRELESS - CELL	(194.27)
22309	REPUBLIC SERVICES	(192.60)
22302	ROY MORENO - REF	(137.52)
22287	BRIGHT HOUSE NETWORKS 00500496906-01	(106.30)
22288	BRIGHT HOUSE NETWORKS 0050679369-02	(105.14)
22300	Pyramid Fasteners	(102.67)
22297	MARIA BAHENA - REF	(98.95)
22295	HANNAH FERGUSON - REF	(92.65)
22290	CITRAVEST MANAGEMENT - REF****	(90.56)
22292	FRONTIER 863-293-2804-101415-5	(60.92)
22303	RUBEN BADILLO - REF	(39.63)
22294	HALL MOTOR PARTS INC	(29.51)

(54,486.37)

Deposit	09/24/2020	7,565.00
Deposit	02/26/2021	205.00
General Journal	05/27/2021	1,591.85
Deposit	05/28/2021	200.00
General Journal	05/28/2021	220.00
General Journal	05/31/2021	30.00

TOTAL OUTSTANDING DEPOSITS: 9,811.85

REMAINING ACCOUNT BALANCE: 1,642,035.98

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	Oct '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
324.210 · Impact Fees-Water-residential	229,500.00			
324.211 · Impact Fees-Sewer-residential	176,431.74			
343.000 · Charges for Services				
343.300 · Water Charges / User Fee	479,096.68	510,000.00	-30,903.32	93.9%
343.310 · Water Taps	16,600.00	3,000.00	13,600.00	553.3%
343.311 · New Water Meters	49,135.00	5,000.00	44,135.00	982.7%
343.312 · Water Reconnect Fee	75.00	8,000.00	-7,925.00	0.9%
343.330 · Service Charge - 1/2	21,156.57	16,000.00	5,156.57	132.2%
343.360 · Customer Billing Fee - 1/3	40,060.54	52,000.00	-11,939.46	77.0%
343.400 · Garbage Collection				
343.410 · GARBAGE TOTE SALES	770.40			
343.400 · Garbage Collection - Other	322,933.51	410,000.00	-87,066.49	78.8%
Total 343.400 · Garbage Collection	323,703.91	410,000.00	-86,296.09	79.0%
343.500 · Sewer Charges / User Fee	488,281.59	663,000.00	-174,718.41	73.6%
343.510 · Tap Fees - Sewer	14,600.00	3,000.00	11,600.00	486.7%
343.520 · Polk County Utility Tax-CITY SH	93.09	100.00	-6.91	93.1%
343.900 · Stormwater Fees	42,551.00	60,000.00	-17,449.00	70.9%
349.000 · Late Fees - 1/2	20,290.00	30,000.00	-9,710.00	67.6%
Total 343.000 · Charges for Services	1,495,643.38	1,760,100.00	-264,456.62	85.0%
361.000 · Interest Income	3,388.33	3,600.00	-211.67	94.1%
369.901 · Miscellaneous Income - 1/2				
369.902 · Initial Set Up Fees Revenue	585.00			
369.901 · Miscellaneous Income - 1/2 - Other	17,013.59	2,000.00	15,013.59	850.7%
Total 369.901 · Miscellaneous Income - 1/2	17,598.59	2,000.00	15,598.59	879.9%
Total Income	1,922,562.04	1,765,700.00	156,862.04	108.9%
Gross Profit	1,922,562.04	1,765,700.00	156,862.04	108.9%
Expense				
533.000 · Water				
533.100 · Employee Benefits	33,943.64	66,000.00	-32,056.36	51.4%
533.120 · Salaries and Wages	81,117.02	123,568.00	-42,450.98	65.6%
533.125 · On Call Pay	5,172.15	8,200.00	-3,027.85	63.1%
533.140 · Overtime	1,627.06	3,500.00	-1,872.94	46.5%
533.300 · Operating Expenses				
533.240 · Insurance	1,725.73	3,000.00	-1,274.27	57.5%
533.310 · Engineering Services	28,218.10	5,000.00	23,218.10	564.4%
533.311 · Legal Services	32,551.57	1,500.00	31,051.57	2,170.1%
533.320 · Accounting & Auditing - WD	5,250.00	6,000.00	-750.00	87.5%
533.340 · Contractual Services	750.00	6,500.00	-5,750.00	11.5%
533.400 · Petroleum Products	3,233.02	10,000.00	-6,766.98	32.3%
533.410 · Communications Services	4,268.36	6,500.00	-2,231.64	65.7%
533.420 · Postage Supplies & Billing 1/3	5,186.29	8,500.00	-3,313.71	61.0%
533.430 · Utilities	22,020.93	57,000.00	-34,979.07	38.6%
533.450 · Insurance Auto & Equipment	6,415.78	15,000.00	-8,584.22	42.8%
533.460 · Repairs & Maint Svc (Equip/Veh)	12,377.67	25,000.00	-12,622.33	49.5%
533.480 · ADVERTISING	0.00	2,500.00	-2,500.00	0.0%
533.490 · Other Expenditures	1,101.66	1,200.00	-98.34	91.8%
533.521 · Supplies & Materials (Tools)	5,536.00	5,000.00	536.00	110.7%
533.522 · Uniforms	248.59	900.00	-651.41	27.6%
533.540 · Education and Training	166.67	1,500.00	-1,333.33	11.1%
533.541 · Travel, Meetings, & Dues	75.47	1,200.00	-1,124.53	6.3%
533.555 · Chemicals	0.00	14,500.00	-14,500.00	0.0%
533.560 · POLK REGIONAL WATER COOPERATI...	776.88	2,500.00	-1,723.12	31.1%
533.581 · Transfer to General Fund/Adm	28,333.36	60,900.00	-32,566.64	46.5%
533.602 · Repairs & Maint Svc (Plants)	34,305.73	40,000.00	-5,694.27	85.8%
533.996 · Debt Service Rus Water	0.00	54,709.00	-54,709.00	0.0%
533.998 · Reserve/Contingency	0.00	63,100.00	-63,100.00	0.0%

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
October 2020 through May 2021

	Oct '20 - May 21	Budget	\$ Over Budget	% of Budget
Total 533.300 · Operating Expenses	192,541.81	392,009.00	-199,467.19	49.1%
533.600 · Capital Outlay - WD	45,500.00	40,000.00	5,500.00	113.8%
533.900 · Bad Debt Expense - WD	3,284.76			
Total 533.000 · Water	363,186.44	633,277.00	-270,090.56	57.4%
534.000 · Solid Waste				
534.300 · Operating Expenses				
534.340 · Contract for Solid Waste	209,470.33	280,000.00	-70,529.67	74.8%
534.913 · Due to Gen Fund Admin S Waste	14,136.00	21,204.00	-7,068.00	66.7%
Total 534.300 · Operating Expenses	223,606.33	301,204.00	-77,597.67	74.2%
Total 534.000 · Solid Waste	223,606.33	301,204.00	-77,597.67	74.2%
535.000 · Sewer/Waste Water Services				
535.100 · Employee Benefits	35,785.77	60,000.00	-24,214.23	59.6%
535.120 · Salaries and Wages	83,873.41	125,498.00	-41,624.59	66.8%
535.125 · On Call Pay	5,350.45	8,500.00	-3,149.55	62.9%
535.140 · Overtime	1,967.23	3,000.00	-1,032.77	65.6%
535.300 · Operating Expenses				
535.240 · Insurance	1,689.13	2,500.00	-810.87	67.6%
535.310 · Engineering	4,926.34	5,000.00	-73.66	98.5%
535.311 · Legal Services	0.00	600.00	-600.00	0.0%
535.312 · NPDES Charges	0.00	1,000.00	-1,000.00	0.0%
535.320 · Accounting & Auditing - SW	5,250.00	11,000.00	-5,750.00	47.7%
535.340 · Contractual Services	3,101.31	4,000.00	-898.69	77.5%
535.400 · Petroleum Products	1,832.54	10,000.00	-8,167.46	18.3%
535.410 · Communications Services	2,016.52	4,000.00	-1,983.48	50.4%
535.420 · Postage Supplies & Billing 1/3	5,216.68	8,500.00	-3,283.32	61.4%
535.430 · Utilities	9,254.28	28,000.00	-18,745.72	33.1%
535.431 · Wastewater Treatment - SW	110,442.98	148,000.00	-37,557.02	74.6%
535.450 · Insurance Auto & Equip	8,174.46	29,500.00	-21,325.54	27.7%
535.460 · Repairs & Maint Svc (Equip/Veh)	4,593.22	5,000.00	-406.78	91.9%
535.490 · Other Expenditures	452.41	500.00	-47.59	90.5%
535.521 · Supplies & Materials (Tools)	0.00	1,500.00	-1,500.00	0.0%
535.522 · Uniforms	248.59	900.00	-651.41	27.6%
535.540 · Education & Training	116.67			
535.541 · Travel, Meetings & Dues	75.46	1,500.00	-1,424.54	5.0%
535.581 · Transfer Out - Other Funds	28,333.36	60,900.00	-32,566.64	46.5%
535.602 · Repairs & Maint-Syst (Lift Sta)	10,424.54	12,000.00	-1,575.46	86.9%
535.994 · Debt Service SRF 201 Planning	57,510.16	115,000.00	-57,489.84	50.0%
535.995 · Lift Station Debt Svc-Bond Pmt	17,085.18	21,721.00	-4,635.82	78.7%
535.998 · Reserve / Contingency	0.00	63,100.00	-63,100.00	0.0%
Total 535.300 · Operating Expenses	270,743.83	534,221.00	-263,477.17	50.7%
Total 535.000 · Sewer/Waste Water Services	397,720.69	731,219.00	-333,498.31	54.4%
535.600 · Capital Outlay	3,500.00	50,000.00	-46,500.00	7.0%
538.000 · Stormwater				
538.910 · Stormwater Expenses - Operating	2,500.00			
Total 538.000 · Stormwater	2,500.00			
538.581 · Trnsfer of Stormwater Fees	0.00	50,000.00	-50,000.00	0.0%
Total Expense	990,513.46	1,765,700.00	-775,186.54	56.1%
Net Ordinary Income	932,048.58	0.00	932,048.58	100.0%
Net Income	<u>932,048.58</u>	<u>0.00</u>	<u>932,048.58</u>	<u>100.0%</u>

City of Eagle Lake-Utility Fund

Balance Sheet

As of May 31, 2021

06/22/21

Accrual Basis

	<u>May 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
101.108 · UNRESTRICTED CASH - ALL	
101.109 · CS- UTILITY FUND	1,642,035.98
Total 101.108 · UNRESTRICTED CASH - ALL	<u>1,642,035.98</u>
102.216 · PETTY CASH-DRAWER SET UP	50.00
150.001 · RESTRICTED CASH - ALL	
101.104 · CS STORMWATER UTILITY FUND	232,862.81
101.110 · CS- DEPOSIT FUND	261,701.48
101.111 · CS - WATER IMPACT FUND	10,465.44
101.112 · CS- SEWER IMPACT FUND	9,252.86
101.121 · CS- WATER IMPACT SAVINGS	838,673.99
101.122 · CS- SEWER IMPACT SAVINGS	595,468.03
101.215 · WATER METER PROJECT-BB&T	49,602.62
151.113 · CS- RUS FUND	52,649.85
151.114 · CS- SRF SINKING FUND	34,224.73
151.116 · CS- LIFT STATION FUND	24,057.28
Total 150.001 · RESTRICTED CASH - ALL	<u>2,108,959.09</u>
Total Checking/Savings	<u>3,751,045.07</u>
Accounts Receivable	
1200 · *Accounts Receivable	5,636.58
Total Accounts Receivable	<u>5,636.58</u>
Other Current Assets	
110.000 · Accounts Receivable, Net	
115.100 · Accounts Receivable	274,396.76
116.100 · Unbilled Accounts Receivable	52,421.16
116.110 · Utility Returned Checks Rec.	11,212.59
117.100 · Allowance for Bad Debts	-7,764.16
Total 110.000 · Accounts Receivable, Net	<u>330,266.35</u>
131.000 · Due From Other Funds	
131.250 · Due to/from General Fund	100,628.20
131.350 · Due From/To Gen.Fund - Other	257.14
207.100 · Due to General Fund-Payroll	-11,350.29
207.200 · Due to General Fund-Sani/Storm	15,772.00
Total 131.000 · Due From Other Funds	<u>105,307.05</u>
141.100 · Inventory of Supplies	10,749.32
1499 · Undeposited Funds	528.40
Total Other Current Assets	<u>446,851.12</u>
Total Current Assets	<u>4,203,532.77</u>
Fixed Assets	
160.900 · Fixed Assets, Net	
161.900 · Land-Water	28,526.62
164.900 · Water Plant	2,456,640.73
164.901 · Sewer Plant	5,589,632.51
164.902 · Stormwater Plant	1,913,068.76
166.900 · Furniture & Equipment - Water	459,676.60
166.901 · Furniture & Equipment - Sewer	116,195.16
167.900 · Accumulated Depreciation-Water	-1,704,443.45
167.901 · Accumulated Depr - Sewer	-3,214,640.63
167.902 · Accumulated Depr. - Stormwater	-469,818.23
Total 160.900 · Fixed Assets, Net	<u>5,174,838.07</u>
Total Fixed Assets	<u>5,174,838.07</u>

City of Eagle Lake-Utility Fund

Balance Sheet

As of May 31, 2021

06/22/21

Accrual Basis

	May 31, 21
TOTAL ASSETS	9,378,370.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	106,446.06
Total Accounts Payable	106,446.06
Other Current Liabilities	
202.500 · Polk County Utility Tax	11,610.56
202.501 · Bartow Sewer Impact Fee Payable	71,820.00
208.100 · DUE TO STATE-UNCLAIMED PROPERTY	-955.10
215.000 · Accrued Payroll and Benefits	11,634.99
217.000 · Accrued Compensated Absences	
217.100 · Accrued Sick Pay	54,534.00
217.200 · Accrued Vacation Pay	18,917.48
217.300 · Accrued Compensatory Time	4,720.62
Total 217.000 · Accrued Compensated Absences	78,172.10
220.100 · Customer Deposits	262,305.82
232.950 · Accrued Interest Payable	13,455.32
239.100 · OPEB LIABILITY	35,932.86
Total Other Current Liabilities	483,976.55
Total Current Liabilities	590,422.61
Long Term Liabilities	
203.100 · State Revolving Loan - SW	487,125.13
203.120 · RUS Water Revenue Bonds - 2007	490,631.00
203.130 · USDA - Water Meter Loan	105,489.00
203.140 · USDA LOAN - LIFT STATIONS	394,788.00
203.150 · CURRENT PORTION OF LONG TERM D	140,852.77
203.155 · LESS CURRENT PORTION OF LTD	-140,852.77
203.902 · PLATINUM BANK - HARRISON	0.01
Total Long Term Liabilities	1,478,033.14
Total Liabilities	2,068,455.75
Equity	
281.500 · Retained Earnings	6,377,866.51
Net Income	932,048.58
Total Equity	7,309,915.09
TOTAL LIABILITIES & EQUITY	9,378,370.84

CITY OF EAGLE LAKE - CRA

ACCOUNT BALANCE

MAY 2021

ACCOUNT BALANCE AS OF APRIL 30, 2021	205,382.65
DEPOSITS	43.48
CLEARED CHECKS	(653.22)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00

ACCOUNT BALANCE AS OF MAY 31, 2021	<u><u>204,772.91</u></u>
---	--------------------------

OUTSTANDING CHECKS:

1933	TAMPA ELECTRIC	(127.21)
------	----------------	----------

TOTAL OUTSTANDING CHECKS	<u><u>(127.21)</u></u>
---------------------------------	------------------------

REMAINING ACCOUNT BALANCE	<u><u>204,645.70</u></u>
----------------------------------	--------------------------

City of Eagle Lake CRA
Profit & Loss Budget vs. Actual
 October 2020 through May 2021

	<u>Oct '20 - M...</u>	<u>Budget</u>	<u>\$ Over Bu...</u>	<u>% of Budget</u>
Income				
310.000 · Taxes-Other				
311.100 · CRA Ad Valorem taxes - E.L.	20,000.00	20,000.00	0.00	100.0%
311.101 · Polk Cty.-tax increment EL-...	39,919.75	39,500.00	419.75	101.1%
Total 310.000 · Taxes-Other	59,919.75	59,500.00	419.75	100.7%
361.100 · Interest Income	316.33	270.00	46.33	117.2%
Total Income	60,236.08	59,770.00	466.08	100.8%
Gross Profit	60,236.08	59,770.00	466.08	100.8%
Expense				
510.000 · Operating Expenses				
510.311 · Legal Services	0.00	2,000.00	-2,000.00	0.0%
510.313 · Planning Services	0.00	2,000.00	-2,000.00	0.0%
510.420 · Postage, Supplies & Materi...	0.00	100.00	-100.00	0.0%
510.430 · Utilities	1,101.89	2,000.00	-898.11	55.1%
510.460 · Repair & Maint Service	175.00	1,000.00	-825.00	17.5%
510.470 · Printing and Binding-CRA	0.00	500.00	-500.00	0.0%
510.480 · Advertising	59.00	500.00	-441.00	11.8%
510.510 · Office Supplies - CRA	1,034.41	500.00	534.41	206.9%
510.520 · OPERATING SUPPLIES	0.00	500.00	-500.00	0.0%
510.541 · Travel, Meetings and Dues	0.00	100.00	-100.00	0.0%
510.832 · Facade Grant	0.00	4,000.00	-4,000.00	0.0%
510.991 · CRA CONTIGENCY	0.00	23,566.00	-23,566.00	0.0%
Total 510.000 · Operating Expenses	2,370.30	36,766.00	-34,395.70	6.4%
510.320 · Accounting & Auditing	0.00	3,000.00	-3,000.00	0.0%
510.581 · Transfer Out - Other Funds	13,336.00	20,004.00	-6,668.00	66.7%
Total Expense	15,706.30	59,770.00	-44,063.70	26.3%
Net Income	44,529.78	0.00	44,529.78	100.0%

City of Eagle Lake CRA
Balance Sheet
As of May 31, 2021

	May 31, 21
ASSETS	
Current Assets	
Checking/Savings	
101.408 · PB- CRA COMMUNITY REDEVELOPMENT	204,645.70
Total Checking/Savings	204,645.70
Other Current Assets	
131.382 · DUE TO GENERAL FUND-ADMIN FEES	-11,934.94
Total Other Current Assets	-11,934.94
Total Current Assets	192,710.76
TOTAL ASSETS	192,710.76
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.000 · Accounts Payable	1,667.00
Total Accounts Payable	1,667.00
Other Current Liabilities	
131.390 · DUE TO GENERAL FUND --LOAN PAY	16,000.00
Total Other Current Liabilities	16,000.00
Total Current Liabilities	17,667.00
Total Liabilities	17,667.00
Equity	
1110 · Retained Earnings	130,513.98
Net Income	44,529.78
Total Equity	175,043.76
TOTAL LIABILITIES & EQUITY	192,710.76

CITY OF EAGLE LAKE - GENERAL FUND

ACCOUNT BALANCE

JUNE 2021

ACCOUNT BALANCE AS OF MAY 31, 2021	2,627,237.66
DEPOSITS	539,377.75
CLEARED CHECKS	(484,953.42)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
ACCOUNT BALANCE AS OF JUNE 30, 2021	<u><u>2,681,661.99</u></u>

OUTSTANDING CHECKS:

43425	JASHIRA CORREA - REF	(175.00)
43458	BUSINESS CARD - DW	(631.47)
43455	ANNA GORDON-REF	(258.75)
43482	CYPRESS GARDENS WATER SKI TEAM INC	(800.00)
43485	FLORIDA BLUE	(15,858.30)
43487	GUARDIAN	(577.92)
43488	Liberty National Insurance Company QB	(360.17)
43489	LINCOLN FINANCIAL GROUP	(246.71)
43490	MINNESOTA LIFE	(194.50)
43486	Florida Municipal Insurance Trust QB	(108.26)
43491	New York Life Ins QB	(21.68)
43521	THE LEDGER/NEWS CHIEF-PMTS	(492.50)
43525	VERIZON WIRELESS - CELL	(432.63)
43508	LESLIE GUZMAN - REF	(175.00)
43516	SONIA HEREDIA - REF	(175.00)
43500	Demco	(163.71)
43498	CYNTHIA ROMERO - REF	(125.00)
43503	FLORIDA SHELTER ROOFING LLC - REF	(8.00)
JE #5		(679.71)
JE #3	Florida Department of Revenue	(105.88)

TOTAL OUTSTANDING CHECKS: **(21,590.19)**

Deposit 03/23/2021 50.00

TOTAL OUTSTANDING DEPOSITS: **50.00**

REMAINING ACCOUNT BALANCE: **2,660,121.80**

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
 October 2020 through June 2021

Ordinary Income/Expense	Oct '20 - Jun ...	Budget	\$ Over Budget	% of Budget
Income				
310.000 · Taxes				
311.000 · Ad Valorem Taxes	828,301.17	812,178.75	16,122.42	102.0%
312.000 · Sales, Use & Gas Taxes				
312.300 · 9th Cent Gas Tax	11,449.23	14,000.00	-2,550.77	81.8%
312.410 · Local Option Gas Tax	64,341.83	82,016.00	-17,674.17	78.5%
312.412 · Local Gov. 1/2 cent sales tax	145,572.52	144,338.00	1,234.52	100.9%
312.420 · 5-cent Local Option Gas Tax	40,750.47	50,137.00	-9,386.53	81.3%
Total 312.000 · Sales, Use & Gas Taxes	262,114.05	290,491.00	-28,376.95	90.2%
314.000 · Utility Service Taxes				
314.100 · Electric Utility Service Tax	114,517.48	150,000.00	-35,482.52	76.3%
314.150 · Water Utility Service Tax	31,374.56	40,000.00	-8,625.44	78.4%
314.400 · Natural Gas Service Tax	187.10	1,000.00	-812.90	18.7%
314.800 · Propane Service Tax	1,116.87	1,500.00	-383.13	74.5%
315.000 · Local Communications Serv. Tax	51,040.36	63,000.00	-11,959.64	81.0%
Total 314.000 · Utility Service Taxes	198,236.37	255,500.00	-57,263.63	77.6%
323.000 · Franchise Fees				
323.100 · Electric Franchise Fees	96,815.55	155,000.00	-58,184.45	62.5%
323.400 · Natural Gas Franchise Fees	178.54	0.00	178.54	100.0%
323.700 · Solid Waste Franchise Fee	16,469.85	32,000.00	-15,530.15	51.5%
Total 323.000 · Franchise Fees	113,463.94	187,000.00	-73,536.06	60.7%
Total 310.000 · Taxes	1,402,115.53	1,545,169.75	-143,054.22	90.7%
330.000 · Intergovernmental Revenue				
331.000 · Federal Grants				
331.391 · CDBG Revenue	0.00	39,000.00	-39,000.00	0.0%
Total 331.000 · Federal Grants	0.00	39,000.00	-39,000.00	0.0%
335.000 · State Shared Revenues				
335.120 · SRS Sales Tax	54,524.41	65,000.00	-10,475.59	83.9%
335.122 · SRS - Motor Fuel Tax	21,203.96	24,000.00	-2,796.04	88.3%
335.150 · Alcoholic Beverage Licenses	150.14	500.00	-349.86	30.0%
Total 335.000 · State Shared Revenues	75,878.51	89,500.00	-13,621.49	84.8%
338.800 · County Shared Revenue				
337.700 · Library Cooperative	25,000.00	25,000.00	0.00	100.0%
337.710 · Delivery Driver System Funding	62,793.49	114,794.00	-52,000.51	54.7%
338.200 · Polk County Occupational Licens	1,261.64	1,600.00	-338.36	78.9%
Total 338.800 · County Shared Revenue	89,055.13	141,394.00	-52,338.87	63.0%
Total 330.000 · Intergovernmental Revenue	164,933.64	269,894.00	-104,960.36	61.1%
340.000 · Charges for Services				
341.200 · Zoning Fees	1,800.00	500.00	1,300.00	360.0%
341.300 · Copies/Certifications	43.65	75.00	-31.35	58.2%
342.900 · FDOT Roadway Maintenance	8,973.78	12,000.00	-3,026.22	74.8%
342.901 · FDOT Lighting Maintenance	16,257.89	15,784.00	473.89	103.0%
352.000 · Library Fines and Collections	1,014.25	1,500.00	-485.75	67.6%
Total 340.000 · Charges for Services	28,089.57	29,859.00	-1,769.43	94.1%
350.000 · Fines & Forfeitures				
341.541 · Police Fines	2,967.74	8,000.00	-5,032.26	37.1%
350.100 · Other Fines and Forfeitures	0.00	600.00	-600.00	0.0%
350.000 · Fines & Forfeitures - Other	-2.06			
Total 350.000 · Fines & Forfeitures	2,965.68	8,600.00	-5,634.32	34.5%
360.000 · Other Revenue				
361.100 · Interest Income	5,626.02	5,000.00	626.02	112.5%
361.110 · Facilities Deposits	13,001.00	1,500.00	11,501.00	866.7%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through June 2021

	Oct '20 - Jun ...	Budget	\$ Over Budget	% of Budget
362.100 · Facilities Rental	12,716.25	9,000.00	3,716.25	141.3%
362.200 · Sprint Tower Lease	24,883.20	37,325.00	-12,441.80	66.7%
362.201 · T-Mobile Tower Lease	21,220.80	22,500.00	-1,279.20	94.3%
366.000 · Private Donations				
366.101 · Trick or Treat Lane Donations	1,500.00			
366.300 · Donations - Library	70.00			
366.000 · Private Donations - Other	1,000.00	1,500.00	-500.00	66.7%
Total 366.000 · Private Donations	2,570.00	1,500.00	1,070.00	171.3%
369.900 · Miscellaneous Income				
369.125 · LIEN PAYMENTS	100.00			
369.310 · Misc Revenue - Engineering Fees	56,892.62			
369.994 · Library Grant	3,000.00			
369.996 · E-Rate Reimbursement	798.66			
369.900 · Miscellaneous Income - Other	38,015.71	14,000.00	24,015.71	271.5%
Total 369.900 · Miscellaneous Income	98,806.99	14,000.00	84,806.99	705.8%
Total 360.000 · Other Revenue	178,824.26	90,825.00	87,999.26	196.9%
367.000 · Licenses and Permits				
316.000 · Business Tax Receipts	2,681.30	8,500.00	-5,818.70	31.5%
322.000 · Building Permits Other				
322.050 · Subdivision Permit App.Fee	2,900.00	0.00	2,900.00	100.0%
322.060 · Plan Review Fee	15,233.50	2,000.00	13,233.50	761.7%
322.070 · DCA BLDG Cert Charge 1%	80.41	50.00	30.41	160.8%
322.100 · DBPR Radon Surcharge-1%	102.49	50.00	52.49	205.0%
322.150 · Contractor's Registration	590.00	300.00	290.00	196.7%
322.200 · Polk County Imp.Fees 3%	1,722.60	100.00	1,622.60	1,722.6%
322.250 · Consultant Review-Subdiv.	300.00	0.00	300.00	100.0%
322.300 · Building Inspection Fees	38,080.00	9,000.00	29,080.00	423.1%
322.400 · Building Permits	44,251.20	10,000.00	34,251.20	442.5%
324.610 · Parks and Rec Impact Fee	25,608.00	0.00	25,608.00	100.0%
324.611 · Public BLDG & Fac - Res	87,296.00	0.00	87,296.00	100.0%
Total 322.000 · Building Permits Other	216,164.20	21,500.00	194,664.20	1,005.4%
Total 367.000 · Licenses and Permits	218,845.50	30,000.00	188,845.50	729.5%
369.200 · CASH OVER/SHORT	25.41			
382.000 · Transfers - IN	70,802.72	143,004.00	-72,201.28	49.5%
382.100 · CRA Transfer - IN	15,003.00	20,004.00	-5,001.00	75.0%
Total Income	2,081,605.31	2,137,355.75	-55,750.44	97.4%
Gross Profit	2,081,605.31	2,137,355.75	-55,750.44	97.4%
Expense				
510.000 · General Government				
511.000 · Commissioner Costs				
511.100 · Employee Benefits	456.55	575.00	-118.45	79.4%
511.110 · City Commission Fees/Salaries	5,967.90	7,957.00	-1,989.10	75.0%
511.300 · Operating Expenditures				
511.240 · Workers Compensation Insurance	80.98	150.00	-69.02	54.0%
511.310 · Engineering Services	76,738.20	5,000.00	71,738.20	1,534.8%
511.311 · Legal Services	766.51	10,000.00	-9,233.49	7.7%
511.313 · Planning Services	0.00	5,000.00	-5,000.00	0.0%
511.320 · Accounting & Auditing	9,051.25	11,500.00	-2,448.75	78.7%
511.321 · Financial Reporting Svcs	11,063.75	15,000.00	-3,936.25	73.8%
511.340 · Contractual Services	1,800.00	2,500.00	-700.00	72.0%
511.341 · Election Fees	301.82	3,000.00	-2,698.18	10.1%
511.410 · Communication Services	1,623.15	3,600.00	-1,976.85	45.1%
511.420 · Postage	286.39	1,000.00	-713.61	28.6%
511.450 · Insurance Property	64,723.76	50,000.00	14,723.76	129.4%
511.460 · Repair & Maint Svcs Comm Bldg	2,657.50	10,500.00	-7,842.50	25.3%
511.470 · Printing and Binding/ Municipal	1,975.00	4,500.00	-2,525.00	43.9%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through June 2021

	Oct '20 - Jun ...	Budget	\$ Over Budget	% of Budget
511.480 · Advertising / Promotions	1,905.75	5,000.00	-3,094.25	38.1%
511.490 · Other Current Charges	3,536.11	12,000.00	-8,463.89	29.5%
511.512 · Trick or Treat Lane	0.00	2,500.00	-2,500.00	0.0%
511.541 · Travel, Meetings, and Dues	718.66	5,000.00	-4,281.34	14.4%
511.991 · Contingency Fund	0.00	5,500.00	-5,500.00	0.0%
511.992 · Debt Service 1999 Rev Bond	92,742.50	91,100.00	1,642.50	101.8%
511.993 · CRA/Community Redevelopment Age	20,000.00	20,000.00	0.00	100.0%
511.998 · Reserve / Contingency	0.00	160,634.75	-160,634.75	0.0%
Total 511.300 · Operating Expenditures	289,971.33	423,484.75	-133,513.42	68.5%
511.600 · CAPITAL OUTLAY	-150.00			
Total 511.000 · Commissioner Costs	296,245.78	432,016.75	-135,770.97	68.6%
512.000 · CITY MANAGER				
512.100 · Employee Benefits	20,590.93	32,000.00	-11,409.07	64.3%
512.120 · Salaries and Wages	71,075.20	97,316.00	-26,240.80	73.0%
512.300 · Operating Expenditures				
512.240 · Workers Compensation Insurance	1,226.93	1,900.00	-673.07	64.6%
512.340 · Contractual Services	0.00	500.00	-500.00	0.0%
512.410 · Communication Services	1,821.31	2,100.00	-278.69	86.7%
512.420 · Postage	96.71	650.00	-553.29	14.9%
512.460 · Repairs & Maintenance	57.50	500.00	-442.50	11.5%
512.490 · Other Expenditures	53.91	1,500.00	-1,446.09	3.6%
512.540 · Education & Training	1,036.50	3,000.00	-1,963.50	34.6%
512.541 · Travel, Meetings, and Dues	1,147.19	2,000.00	-852.81	57.4%
512.991 · Contingency Fund	0.00	2,000.00	-2,000.00	0.0%
Total 512.300 · Operating Expenditures	5,440.05	14,150.00	-8,709.95	38.4%
Total 512.000 · CITY MANAGER	97,106.18	143,466.00	-46,359.82	67.7%
513.000 · Administration				
513.100 · Employee Benefits	47,575.72	78,000.00	-30,424.28	61.0%
513.121 · Salaries and Wages	117,708.65	170,916.00	-53,207.35	68.9%
513.140 · Overtime	425.67	325.00	100.67	131.0%
513.300 · Operating Expenditures				
513.240 · Workers Compensation Insurance	2,364.76	4,500.00	-2,135.24	52.6%
513.311 · Legal Services	476.39			
513.340 · Contractual Svcs (Copier/Lease)	3,893.65	7,000.00	-3,106.35	55.6%
513.410 · Communication Services	3,215.48	15,000.00	-11,784.52	21.4%
513.420 · Postage	2,533.05	5,000.00	-2,466.95	50.7%
513.430 · Utility Services	1,766.49	3,500.00	-1,733.51	50.5%
513.460 · Repair & Maintenance	946.60	5,000.00	-4,053.40	18.9%
513.490 · Other Expenditures	3,219.49	9,500.00	-6,280.51	33.9%
513.510 · Office Supplies	2,537.08	5,000.00	-2,462.92	50.7%
513.540 · Education and Training	1,027.79	6,000.00	-4,972.21	17.1%
513.541 · Travel, Meetings, & Dues	1,451.56	4,000.00	-2,548.44	36.3%
513.991 · Contingency Fund	0.00	1,500.00	-1,500.00	0.0%
Total 513.300 · Operating Expenditures	23,432.34	66,000.00	-42,567.66	35.5%
Total 513.000 · Administration	189,142.38	315,241.00	-126,098.62	60.0%
Total 510.000 · General Government	582,494.34	890,723.75	-308,229.41	65.4%
521.000 · Police Department				
521.300 · Operating Expenditures - PD				
521.340 · Contractual Services - Sheriff	410,295.00	547,060.00	-136,765.00	75.0%
521.410 · Communication Services	1,365.55	2,000.00	-634.45	68.3%
521.430 · Utility Services	1,766.48	3,000.00	-1,233.52	58.9%
Total 521.300 · Operating Expenditures - PD	413,427.03	552,060.00	-138,632.97	74.9%
Total 521.000 · Police Department	413,427.03	552,060.00	-138,632.97	74.9%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through June 2021

	Oct '20 - Jun ...	Budget	\$ Over Budget	% of Budget
541.000 · Streets				
541.100 · Employee Benefits	13,091.00	20,400.00	-7,309.00	64.2%
541.120 · Salaries and Wages	20,744.90	28,031.00	-7,286.10	74.0%
541.140 · Overtime	0.00	2,000.00	-2,000.00	0.0%
541.300 · Operating Expenditures - ST				
541.240 · Workers Compensation Insurance	478.52	700.00	-221.48	68.4%
541.310 · Engineering	0.00	2,000.00	-2,000.00	0.0%
541.311 · NPDES Charges	124.00			
541.340 · Contractual Services	0.00	2,000.00	-2,000.00	0.0%
541.400 · Petroleum Products	394.00	3,500.00	-3,106.00	11.3%
541.410 · Communication Services	364.20	2,400.00	-2,035.80	15.2%
541.430 · Utility Services	18,662.85	40,000.00	-21,337.15	46.7%
541.460 · Repair and Maintenance	6,370.58	11,000.00	-4,629.42	57.9%
541.490 · Other Expenditures	90.00	1,000.00	-910.00	9.0%
541.521 · Supplies & Materials	360.00	2,000.00	-1,640.00	18.0%
541.522 · Uniforms	0.00	375.00	-375.00	0.0%
541.530 · Road Materials/Street Repair	0.00	2,500.00	-2,500.00	0.0%
541.630 · Street Signs	0.00	5,000.00	-5,000.00	0.0%
Total 541.300 · Operating Expenditures - ST	26,844.15	72,475.00	-45,630.85	37.0%
541.600 · Captial Outlay - ST				
541.603 · Trsfer Out-Restr. 5 Cent GasTx	0.00	79,000.00	-79,000.00	0.0%
Total 541.600 · Captial Outlay - ST	0.00	79,000.00	-79,000.00	0.0%
Total 541.000 · Streets	60,680.05	201,906.00	-141,225.95	30.1%
550.000 · Building and Code Enforcement				
550.100 · Employee Benefits	12,764.93	22,400.00	-9,635.07	57.0%
550.120 · Salaries and Wages	45,222.25	61,186.00	-15,963.75	73.9%
550.300 · Operating Expenditures				
550.240 · Workers Compensation Insurance	793.07	1,200.00	-406.93	66.1%
550.311 · Legal Services & Magistrate	1,157.44	5,000.00	-3,842.56	23.1%
550.340 · Contractual Services (Code Enf)	0.00	20,000.00	-20,000.00	0.0%
550.400 · Petroleum Products	0.00	1,500.00	-1,500.00	0.0%
550.410 · Communication Services	521.24	2,100.00	-1,578.76	24.8%
550.420 · Postage	29.08	400.00	-370.92	7.3%
550.460 · Repairs and Maintenance	726.57			
550.490 · Other Expenditures	176.76	525.00	-348.24	33.7%
550.491 · Code Enforcement Other	19,937.85	2,000.00	17,937.85	996.9%
550.522 · Uniforms	0.00	300.00	-300.00	0.0%
550.540 · Education & Training	155.00	1,000.00	-845.00	15.5%
550.541 · Travel, Meetings & Dues	170.00	2,000.00	-1,830.00	8.5%
Total 550.300 · Operating Expenditures	23,667.01	36,025.00	-12,357.99	65.7%
Total 550.000 · Building and Code Enforcement	81,654.19	119,611.00	-37,956.81	68.3%
571.000 · Library				
571.100 · Employee Benefits	26,335.32	48,150.00	-21,814.68	54.7%
571.120 · Salaries and Wages	17,080.93	26,410.00	-9,329.07	64.7%
571.128 · Delivery Van Drivers	54,316.44	70,394.00	-16,077.56	77.2%
571.300 · Operating Expenditures				
571.240 · Workers Compensation Insurance	1,375.31	2,200.00	-824.69	62.5%
571.410 · Communication Services	1,995.37	3,300.00	-1,304.63	60.5%
571.420 · Postage	204.12	250.00	-45.88	81.6%
571.430 · Utility Services	1,766.46	3,300.00	-1,533.54	53.5%
571.460 · Repair and Maintenance	0.00	500.00	-500.00	0.0%
571.510 · Office Supplies	1,321.32	600.00	721.32	220.2%
571.521 · Operating Expenses---LB Van Dri	36.00	500.00	-464.00	7.2%
571.660 · Books & Materials	3,138.84	1,500.00	1,638.84	209.3%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through June 2021

	Oct '20 - Jun ...	Budget	\$ Over Budget	% of Budget
Total 571.300 · Operating Expenditures	9,837.42	12,150.00	-2,312.58	81.0%
Total 571.000 · Library	107,570.11	157,104.00	-49,533.89	68.5%
572.000 · Parks & Rec				
572.100 · Employee Benefits	11,578.56	19,200.00	-7,621.44	60.3%
572.120 · Salaries and Wages	20,938.13	27,851.00	-6,912.87	75.2%
572.140 · Overtime	0.00	1,650.00	-1,650.00	0.0%
572.300 · Operating Expenditures				
572.240 · Workers Compensation Insurance	461.94	750.00	-288.06	61.6%
572.340 · Contractual Services	3,202.00	10,000.00	-6,798.00	32.0%
572.400 · Petroleum Products	1,689.50	6,000.00	-4,310.50	28.2%
572.410 · Communication Services	364.20	2,000.00	-1,635.80	18.2%
572.420 · Postage	22.38	0.00	22.38	100.0%
572.430 · Utility Services	32,562.08	49,000.00	-16,437.92	66.5%
572.460 · Repair & Maintenance	11,259.13	20,000.00	-8,740.87	56.3%
572.461 · Grounds-Bldg/Clean/Maint/Veh	20,466.83	22,000.00	-1,533.17	93.0%
572.490 · Other Expenditures	1,193.96	500.00	693.96	238.8%
572.512 · Trick or Treat Lane	0.00	2,500.00	-2,500.00	0.0%
572.513 · Hometown Festival (Fireworks)	0.00	5,500.00	-5,500.00	0.0%
572.521 · Supplies & Materials	0.00	7,000.00	-7,000.00	0.0%
572.541 · Travel, Meetings & Dues	-3.12			
572.654 · Mistletoe Marketplace	6,233.06	3,000.00	3,233.06	207.8%
572.814 · CDBG (Grants)	84.25	39,000.00	-38,915.75	0.2%
572.888 · Facilities Deposit Refunds - PR	10,781.00			
572.889 · Facilites Sales Tax Remit - PR	137.25			
Total 572.300 · Operating Expenditures	88,454.46	167,250.00	-78,795.54	52.9%
Total 572.000 · Parks & Rec	120,971.15	215,951.00	-94,979.85	56.0%
6560 · Payroll Expenses	-875.66			
Total Expense	1,365,921.21	2,137,355.75	-771,434.54	63.9%
Net Ordinary Income	715,684.10	0.00	715,684.10	100.0%
Net Income	715,684.10	0.00	715,684.10	100.0%

CITY OF EAGLE LAKE
Balance Sheet
As of June 30, 2021

	Jun 30, 21
ASSETS	
Current Assets	
Checking/Savings	
100.000 · Cash & Cash Equivalents	
101.103 · CS - GENERAL FUND	2,660,121.80
102.216 · Petty Cash	200.00
102.217 · Petty Cash Library	15.00
Total 100.000 · Cash & Cash Equivalents	2,660,336.80
101.256 · CS - BUILDING/CODE ENFORCEMENT	837.44
101.257 · CS - PARKS & REC FUND	181,384.58
101.258 · CS - PUBLIC BUILDING FUND	682,103.58
101.259 · CS- TRANSPORTATION FUND	85,405.30
103.302 · CS - BOND & INTEREST FUND	70,608.29
Total Checking/Savings	3,680,675.99
Accounts Receivable	
115.101 · *Accounts Receivable	68,985.12
Total Accounts Receivable	68,985.12
Other Current Assets	
115.200 · A/R Due from Others	30,411.23
115.300 · A/R - Due from Governments	35,448.31
116.110 · Return Checks Receivable	80.00
130.000 · Due From (To) Utility/CRA Fund	
131.100 · Due From Utility Fund-Payroll	40,941.12
131.200 · Due From Utility-Sani/Storm	-15,772.00
131.250 · Due From/To Utility Daily Dep.	3,058.98
131.350 · Due To/From Utility Fund -OTHER	2,156.88
131.382 · DUE FROM CRA FUND-ADMIN FEES	13,601.94
131.390 · DUE FROM CRA	16,000.00
Total 130.000 · Due From (To) Utility/CRA Fund	59,986.92
149.900 · Undeposited Funds	59.10
Total Other Current Assets	125,985.56
Total Current Assets	3,875,646.67
TOTAL ASSETS	3,875,646.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	94,048.61
Total Accounts Payable	94,048.61
Other Current Liabilities	
203.100 · Sales Tax Payable	194.42
205.000 · Polk County Impact Fees Payable	127,975.73
205.101 · POLK COUNTY SHERIFF EDUCATION	1,869.29
205.102 · POLK COUNTY FIRE REVIEW	792.80
205.200 · DBPR Fee Payable	-867.14
205.201 · DCA PAYABLE	-1,051.30
208.101 · DUE TO STATE UNCLAIMED PROPERTY	-75.00
210.000 · Accrd Exp & Other Liabilities	
218.110 · Witholding Payable	-52.96
218.190 · Cobra Insurance Payable	156.94
Total 210.000 · Accrd Exp & Other Liabilities	103.98
2100 · Payroll Liabilities	
2100.06 · UNITED WAY QB	30.00
2100.07 · EMPLOYEE FUND QB	75.00

07/08/21

CITY OF EAGLE LAKE
Balance Sheet
As of June 30, 2021

	<u>Jun 30, 21</u>
2100.10 · LIBERTY LIFE QB	-0.07
2100.11 · COLONIAL ACCIDENT CANCER QB	0.03
2100.26 · PAYROLL TAXES	<u>1.00</u>
Total 2100 · Payroll Liabilities	105.96
215.000 · Accrued Payroll and Benefits	20,301.08
240.100 · DIRECT INFLOWS - UNAVAILABLE RE	<u>16,745.58</u>
Total Other Current Liabilities	166,095.40
Total Current Liabilities	<u>260,144.01</u>
Total Liabilities	260,144.01
Equity	
271.100 · Fund Balance	2,899,818.56
Net Income	<u>715,684.10</u>
Total Equity	3,615,502.66
TOTAL LIABILITIES & EQUITY	<u><u>3,875,646.67</u></u>

CITY OF EAGLE LAKE - UTILITY FUND

ACCOUNT BALANCE

JUNE 2021

ACCOUNT BALANCE AS OF MAY 31, 2021	1,686,710.50
DEPOSITS	255,040.60
CLEARED CHECKS	(190,111.11)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
ACCOUNT BALANCE AS OF JUNE 30, 2021	1,751,639.99

OUTSTANDING CHECKS:

JE #29		(215.00)
19236	ADVANCED FINGERPRINTING SERVICES - REF	(73.42)
19295	THOMAS RAY WOODARD - REF	(7.39)
19424	LOUIS KELLY - REF*	(18.20)
19436	VERNON KAY III - REF	(5.11)
19445	MATTHEW ASHMORE - REF	(41.49)
19567	DAWN ANDREWS - REF	(131.81)
19692	LUIS SANCHEZ - REF	(49.53)
19719	ANH NGUYEN - REF	(200.00)
20015	KEREN ALEXIS - REF	(95.26)
20121	MICHELLE RICHARDSON - REF	(45.26)
20172	COREY LEWIS - REF	(4.64)
20283	AROMA CHRISTIAN CHURCH - REF	(58.76)
20390	VICTOR WEN - REF	(147.48)
20561	SHEILA PAGE - REF	(120.13)
20651	MARIA CASTRO - REF	(44.32)
20779	JENESSA FEICHETEL - REF	(1.97)
20857	JENNIFER CORTES - REF	(2.37)
21171	ASHLEY ADKINS - REF	(8.09)
21448	JOSEPH GARRARD - REF	(10.00)
21507	JESUS CANALES - REF	(31.23)
21514	CRYSTAL BRISENO - REF	(3.96)
21598	DIANA MERILUS - REF	(39.13)
21635	OFELIA TREJO - REF	(39.88)
21682	WALTER O'BYRNE - REF	(50.88)
21667	HEATHER MCKENZIE - REF	(19.42)
21671	KENNETH BRAMBLETT - REF	(7.08)
21713	SHELBY DIAZ - REF	(55.65)
21740	ALFONSO ARCADIO ESTRADA - REF	(166.24)
21742	JOHN RIDEOUT - REF	(40.76)
21769	RESHEENA HARDY - REF	(29.33)
21801	VSP TAMPA LLC - REF	(124.38)
21783	CITRAVEST MANAGEMENT - REF*	(116.32)

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

21793	PAULA TIERNEY - REF	(37.70)
21892	TOM PERRY ST - REF	(30.81)
21880	JAMIE SKINNER - REF	(9.26)
21941	CITRAVEST MANAGEMENT - REF**	(122.65)
21918	CITRAVEST MANAGEMENT - REF**	(45.30)
21972	BRANDON GIBSON - REF	(31.01)
22045	CITRAVEST MANAGEMENT - REF**	(95.78)
22027	CITRAVEST MANAGEMENT - REF**	(77.35)
22047	CITRAVEST MANAGEMENT - REF**	(45.30)
22141	PUBLIC RISK INSURANCE AGENCY	(7,295.12)
22129	EDYENID VELAZQUEZ - REF	(45.30)
22126	CENTRAL FL REALTY MEDICS - REF	(35.30)
22387	STORMWATER UTILITY FUND	(5,092.00)
22388	Deposit Fund	(604.34)
22328	REPUBLIC SERVICES	(15,820.56)
22322	OPENDOOR LABS INC - REF	(122.65)
22313	CALVIN HUNT - REF	(94.42)
22338	CLERK AND AUDITOR	(1,407.95)
22334	BRENNTAG MID-SOUTH INC	(950.00)
22345	HUGHES CORPORATE PRINTING LLC	(667.79)
22373	CITY OF BARTOW	(556.74)
22368	CITY OF BARTOW	(556.74)
22374	CITY OF BARTOW	(556.74)
22375	CITY OF BARTOW	(556.74)
22376	CITY OF BARTOW	(556.74)
22372	CITY OF BARTOW	(556.74)
22377	CITY OF BARTOW	(556.74)
22378	CITY OF BARTOW	(556.74)
22379	CITY OF BARTOW	(556.74)
22380	CITY OF BARTOW	(556.74)
22381	CITY OF BARTOW	(556.74)
22382	CITY OF BARTOW	(556.74)
22383	CITY OF BARTOW	(556.74)
22384	CITY OF BARTOW	(556.74)
22385	CITY OF BARTOW	(556.74)
22337	CITY OF BARTOW	(556.74)
22386	CITY OF BARTOW	(556.74)
22371	CITY OF BARTOW	(556.74)
22364	VERIZON WIRELESS - CELL	(194.27)
22363	TRENTON J SWANBERG - REF	(153.10)
22332	ARNULFO LOPEZ -REF	(143.51)
22346	JERRY NELL BILBREY - REF	(139.76)
22348	JUAN AND MARTINA LOPEZ GARCIA - REF	(139.76)
22339	DORIS ANDERSON - REF	(130.85)
22351	MARCUS POE - REF*	(104.76)
22344	GRAY ROBINSON*	(54.88)

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

(45,717.29)

Deposit	06/29/2021	215.00
General Journal	06/29/2021	3,575.23
General Journal	06/30/2021	1,648.04

TOTAL OUTSTANDING DEPOSITS: 5,438.27

REMAINING ACCOUNT BALANCE: 1,711,360.97

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
 October 2020 through June 2021

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
324.210 · Impact Fees-Water-residential	306,500.00			
324.211 · Impact Fees-Sewer-residential	247,931.74			
343.000 · Charges for Services				
343.300 · Water Charges / User Fee	556,989.06	510,000.00	46,989.06	109.2%
343.310 · Water Taps	21,000.00	3,000.00	18,000.00	700.0%
343.311 · New Water Meters	63,765.00	5,000.00	58,765.00	1,275.3%
343.312 · Water Reconnect Fee	75.00	8,000.00	-7,925.00	0.9%
343.330 · Service Charge - 1/2	21,156.57	16,000.00	5,156.57	132.2%
343.360 · Customer Billing Fee - 1/3	45,480.54	52,000.00	-6,519.46	87.5%
343.400 · Garbage Collection				
343.410 · GARBAGE TOTE SALES	770.40			
343.400 · Garbage Collection - Other	362,830.03	410,000.00	-47,169.97	88.5%
Total 343.400 · Garbage Collection	363,600.43	410,000.00	-46,399.57	88.7%
343.500 · Sewer Charges / User Fee	565,033.79	663,000.00	-97,966.21	85.2%
343.510 · Tap Fees - Sewer	21,100.00	3,000.00	18,100.00	703.3%
343.520 · Polk County Utility Tax-CITY SH	105.58	100.00	5.58	105.6%
343.900 · Stormwater Fees	47,639.00	60,000.00	-12,361.00	79.4%
349.000 · Late Fees - 1/2	20,290.00	30,000.00	-9,710.00	67.6%
Total 343.000 · Charges for Services	1,726,234.97	1,760,100.00	-33,865.03	98.1%
361.000 · Interest Income	3,534.95	3,600.00	-65.05	98.2%
369.901 · Miscellaneous Income - 1/2				
369.902 · Initial Set Up Fees Revenue	595.00			
369.901 · Miscellaneous Income - 1/2 - Other	16,649.59	2,000.00	14,649.59	832.5%
Total 369.901 · Miscellaneous Income - 1/2	17,244.59	2,000.00	15,244.59	862.2%
Total Income	2,301,446.25	1,765,700.00	535,746.25	130.3%
Gross Profit	2,301,446.25	1,765,700.00	535,746.25	130.3%
Expense				
533.000 · Water				
533.100 · Employee Benefits	38,107.18	66,000.00	-27,892.82	57.7%
533.120 · Salaries and Wages	90,646.48	123,568.00	-32,921.52	73.4%
533.125 · On Call Pay	6,051.36	8,200.00	-2,148.64	73.8%
533.140 · Overtime	1,632.86	3,500.00	-1,867.14	46.7%
533.300 · Operating Expenses				
533.240 · Insurance	1,909.62	3,000.00	-1,090.38	63.7%
533.310 · Engineering Services	30,839.71	5,000.00	25,839.71	616.8%
533.311 · Legal Services	32,606.45	1,500.00	31,106.45	2,173.8%
533.320 · Accounting & Auditing - WD	5,250.00	6,000.00	-750.00	87.5%
533.340 · Contractual Services	6,351.71	6,500.00	-148.29	97.7%
533.400 · Petroleum Products	4,064.77	10,000.00	-5,935.23	40.6%
533.410 · Communications Services	4,776.90	6,500.00	-1,723.10	73.5%
533.420 · Postage Supplies & Billing 1/3	6,024.74	8,500.00	-2,475.26	70.9%
533.430 · Utilities	23,100.81	57,000.00	-33,899.19	40.5%
533.450 · Insurance Auto & Equipment	6,415.78	15,000.00	-8,584.22	42.8%
533.460 · Repairs & Maint Svc (Equip/Veh)	13,588.47	25,000.00	-11,411.53	54.4%
533.480 · ADVERTISING	0.00	2,500.00	-2,500.00	0.0%
533.490 · Other Expenditures	1,130.41	1,200.00	-69.59	94.2%
533.521 · Supplies & Materials (Tools)	6,486.00	5,000.00	1,486.00	129.7%
533.522 · Uniforms	248.59	900.00	-651.41	27.6%
533.540 · Education and Training	166.67	1,500.00	-1,333.33	11.1%
533.541 · Travel, Meetings, & Dues	75.47	1,200.00	-1,124.53	6.3%
533.555 · Chemicals	0.00	14,500.00	-14,500.00	0.0%
533.560 · POLK REGIONAL WATER COOPERATI...	1,039.11	2,500.00	-1,460.89	41.6%
533.581 · Transfer to General Fund/Adm	31,875.03	60,900.00	-29,024.97	52.3%
533.602 · Repairs & Maint Svc (Plants)	41,979.76	40,000.00	1,979.76	104.9%
533.996 · Debt Service Rus Water	0.00	54,709.00	-54,709.00	0.0%
533.998 · Reserve/Contingency	0.00	63,100.00	-63,100.00	0.0%

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
October 2020 through June 2021

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Total 533.300 · Operating Expenses	217,930.00	392,009.00	-174,079.00	55.6%
533.600 · Capital Outlay - WD	45,500.00	40,000.00	5,500.00	113.8%
533.900 · Bad Debt Expense - WD	3,097.34			
Total 533.000 · Water	402,965.22	633,277.00	-230,311.78	63.6%
534.000 · Solid Waste				
534.300 · Operating Expenses				
534.340 · Contract for Solid Waste	209,470.33	280,000.00	-70,529.67	74.8%
534.913 · Due to Gen Fund Admin S Waste	15,903.00	21,204.00	-5,301.00	75.0%
Total 534.300 · Operating Expenses	225,373.33	301,204.00	-75,830.67	74.8%
Total 534.000 · Solid Waste	225,373.33	301,204.00	-75,830.67	74.8%
535.000 · Sewer/Waste Water Services				
535.100 · Employee Benefits	40,169.50	60,000.00	-19,830.50	66.9%
535.120 · Salaries and Wages	93,582.12	125,498.00	-31,915.88	74.6%
535.125 · On Call Pay	6,270.85	8,500.00	-2,229.15	73.8%
535.140 · Overtime	1,967.23	3,000.00	-1,032.77	65.6%
535.300 · Operating Expenses				
535.240 · Insurance	1,869.12	2,500.00	-630.88	74.8%
535.310 · Engineering	11,909.75	5,000.00	6,909.75	238.2%
535.311 · Legal Services	0.00	600.00	-600.00	0.0%
535.312 · NPDES Charges	0.00	1,000.00	-1,000.00	0.0%
535.320 · Accounting & Auditing - SW	5,250.00	11,000.00	-5,750.00	47.7%
535.340 · Contractual Services	4,302.99	4,000.00	302.99	107.6%
535.400 · Petroleum Products	1,886.40	10,000.00	-8,113.60	18.9%
535.410 · Communications Services	2,267.29	4,000.00	-1,732.71	56.7%
535.420 · Postage Supplies & Billing 1/3	6,055.10	8,500.00	-2,444.90	71.2%
535.430 · Utilities	12,366.62	28,000.00	-15,633.38	44.2%
535.431 · Wastewater Treatment - SW	110,442.98	148,000.00	-37,557.02	74.6%
535.450 · Insurance Auto & Equip	8,174.46	29,500.00	-21,325.54	27.7%
535.460 · Repairs & Maint Svc (Equip/Veh)	4,618.37	5,000.00	-381.63	92.4%
535.490 · Other Expenditures	481.16	500.00	-18.84	96.2%
535.521 · Supplies & Materials (Tools)	0.00	1,500.00	-1,500.00	0.0%
535.522 · Uniforms	248.59	900.00	-651.41	27.6%
535.540 · Education & Training	116.67			
535.541 · Travel, Meetings & Dues	75.46	1,500.00	-1,424.54	5.0%
535.581 · Transfer Out - Other Funds	31,875.03	60,900.00	-29,024.97	52.3%
535.602 · Repairs & Maint-Syst (Lift Sta)	16,343.54	12,000.00	4,343.54	136.2%
535.994 · Debt Service SRF 201 Planning	57,510.16	115,000.00	-57,489.84	50.0%
535.995 · Lift Station Debt Svc-Bond Pmt	17,085.18	21,721.00	-4,635.82	78.7%
535.998 · Reserve / Contingency	0.00	63,100.00	-63,100.00	0.0%
Total 535.300 · Operating Expenses	292,878.87	534,221.00	-241,342.13	54.8%
Total 535.000 · Sewer/Waste Water Services	434,868.57	731,219.00	-296,350.43	59.5%
535.600 · Capital Outlay	3,500.00	50,000.00	-46,500.00	7.0%
538.000 · Stormwater				
538.910 · Stormwater Expenses - Operating	2,500.00			
Total 538.000 · Stormwater	2,500.00			
538.581 · Trnsfer of Stormwater Fees	0.00	50,000.00	-50,000.00	0.0%
Total Expense	1,069,207.12	1,765,700.00	-696,492.88	60.6%
Net Ordinary Income	1,232,239.13	0.00	1,232,239.13	100.0%
Net Income	<u>1,232,239.13</u>	<u>0.00</u>	<u>1,232,239.13</u>	<u>100.0%</u>

City of Eagle Lake-Utility Fund

Balance Sheet

07/08/21

As of June 30, 2021

Accrual Basis

	<u>Jun 30, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
101.108 · UNRESTRICTED CASH - ALL	
101.109 · CS- UTILITY FUND	1,711,360.97
Total 101.108 · UNRESTRICTED CASH - ALL	<u>1,711,360.97</u>
102.216 · PETTY CASH-DRAWER SET UP	50.00
150.001 · RESTRICTED CASH - ALL	
101.104 · CS STORMWATER UTILITY FUND	237,964.22
101.110 · CS- DEPOSIT FUND	262,305.82
101.111 · CS - WATER IMPACT FUND	10,465.87
101.112 · CS- SEWER IMPACT FUND	9,253.24
101.121 · CS- WATER IMPACT SAVINGS	948,209.51
101.122 · CS- SEWER IMPACT SAVINGS	693,993.45
101.215 · WATER METER PROJECT-BB&T	51,812.53
151.113 · CS- RUS FUND	55,280.93
151.114 · CS- SRF SINKING FUND	43,810.86
151.116 · CS- LIFT STATION FUND	25,511.82
Total 150.001 · RESTRICTED CASH - ALL	<u>2,338,608.25</u>
Total Checking/Savings	4,050,019.22
Accounts Receivable	
1200 · *Accounts Receivable	5,272.58
Total Accounts Receivable	<u>5,272.58</u>
Other Current Assets	
110.000 · Accounts Receivable, Net	
115.100 · Accounts Receivable	293,361.07
116.100 · Unbilled Accounts Receivable	52,421.16
116.110 · Utility Returned Checks Rec.	12,110.37
117.100 · Allowance for Bad Debts	-7,764.16
Total 110.000 · Accounts Receivable, Net	<u>350,128.44</u>
131.000 · Due From Other Funds	
131.250 · Due to/from General Fund	38,920.00
131.350 · Due From/To Gen.Fund - Other	928.12
207.100 · Due to General Fund-Payroll	-11,550.52
207.200 · Due to General Fund-Sani/Storm	15,772.00
Total 131.000 · Due From Other Funds	<u>44,069.60</u>
141.100 · Inventory of Supplies	10,749.32
1499 · Undeposited Funds	693.12
Total Other Current Assets	<u>405,640.48</u>
Total Current Assets	<u>4,460,932.28</u>
Fixed Assets	
160.900 · Fixed Assets, Net	
161.900 · Land-Water	28,526.62
164.900 · Water Plant	2,456,640.73
164.901 · Sewer Plant	5,589,632.51
164.902 · Stormwater Plant	1,913,068.76
166.900 · Furniture & Equipment - Water	459,676.60
166.901 · Furniture & Equipment - Sewer	116,195.16
167.900 · Accumulated Depreciation-Water	-1,704,443.45
167.901 · Accumulated Depr - Sewer	-3,214,640.63
167.902 · Accumulated Depr. - Stormwater	-469,818.23
Total 160.900 · Fixed Assets, Net	<u>5,174,838.07</u>
Total Fixed Assets	<u>5,174,838.07</u>

City of Eagle Lake-Utility Fund

Balance Sheet

07/08/21

As of June 30, 2021

Accrual Basis

	Jun 30, 21
TOTAL ASSETS	9,635,770.35
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	66,304.95
Total Accounts Payable	66,304.95
Other Current Liabilities	
202.500 · Polk County Utility Tax	9,564.97
202.501 · Bartow Sewer Impact Fee Payable	71,820.00
208.100 · DUE TO STATE-UNCLAIMED PROPERTY	-955.10
215.000 · Accrued Payroll and Benefits	11,634.99
217.000 · Accrued Compensated Absences	
217.100 · Accrued Sick Pay	54,534.00
217.200 · Accrued Vacation Pay	18,917.48
217.300 · Accrued Compensatory Time	4,720.62
Total 217.000 · Accrued Compensated Absences	78,172.10
220.100 · Customer Deposits	261,701.48
232.950 · Accrued Interest Payable	13,455.32
239.100 · OPEB LIABILITY	35,932.86
Total Other Current Liabilities	481,326.62
Total Current Liabilities	547,631.57
Long Term Liabilities	
203.100 · State Revolving Loan - SW	487,125.13
203.120 · RUS Water Revenue Bonds - 2007	490,631.00
203.130 · USDA - Water Meter Loan	105,489.00
203.140 · USDA LOAN - LIFT STATIONS	394,788.00
203.150 · CURRENT PORTION OF LONG TERM D	140,852.77
203.155 · LESS CURRENT PORTION OF LTD	-140,852.77
203.902 · PLATINUM BANK - HARRISON	0.01
Total Long Term Liabilities	1,478,033.14
Total Liabilities	2,025,664.71
Equity	
281.500 · Retained Earnings	6,377,866.51
Net Income	1,232,239.13
Total Equity	7,610,105.64
TOTAL LIABILITIES & EQUITY	9,635,770.35

CITY OF EAGLE LAKE - CRA

ACCOUNT BALANCE

JUNE 2021

ACCOUNT BALANCE AS OF MAY 31, 2021	204,772.91
DEPOSITS	8.40
CLEARED CHECKS	(1,794.21)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00

ACCOUNT BALANCE AS OF JUNE 30, 2021	<u><u>202,987.10</u></u>
--	--------------------------

OUTSTANDING CHECKS:

1935	TAMPA ELECTRIC	(124.83)
------	----------------	----------

TOTAL OUTSTANDING CHECKS	<u><u>(124.83)</u></u>
---------------------------------	------------------------

REMAINING ACCOUNT BALANCE	<u><u>202,862.27</u></u>
----------------------------------	--------------------------

City of Eagle Lake CRA
Profit & Loss Budget vs. Actual
 October 2020 through June 2021

	<u>Oct '20 - J...</u>	<u>Budget</u>	<u>\$ Over Bu...</u>	<u>% of Budget</u>
Income				
310.000 · Taxes-Other				
311.100 · CRA Ad Valorem taxes - E.L.	20,000.00	20,000.00	0.00	100.0%
311.101 · Polk Cty.-tax increment EL-...	39,919.75	39,500.00	419.75	101.1%
Total 310.000 · Taxes-Other	59,919.75	59,500.00	419.75	100.7%
361.100 · Interest Income	324.73	270.00	54.73	120.3%
Total Income	60,244.48	59,770.00	474.48	100.8%
Gross Profit	60,244.48	59,770.00	474.48	100.8%
Expense				
510.000 · Operating Expenses				
510.311 · Legal Services	0.00	2,000.00	-2,000.00	0.0%
510.313 · Planning Services	0.00	2,000.00	-2,000.00	0.0%
510.420 · Postage, Supplies & Materi...	0.00	100.00	-100.00	0.0%
510.430 · Utilities	1,226.72	2,000.00	-773.28	61.3%
510.460 · Repair & Maint Service	175.00	1,000.00	-825.00	17.5%
510.470 · Printing and Binding-CRA	0.00	500.00	-500.00	0.0%
510.480 · Advertising	59.00	500.00	-441.00	11.8%
510.510 · Office Supplies - CRA	1,034.41	500.00	534.41	206.9%
510.520 · OPERATING SUPPLIES	0.00	500.00	-500.00	0.0%
510.541 · Travel, Meetings and Dues	0.00	100.00	-100.00	0.0%
510.832 · Facade Grant	0.00	4,000.00	-4,000.00	0.0%
510.991 · CRA CONTIGENCY	0.00	23,566.00	-23,566.00	0.0%
Total 510.000 · Operating Expenses	2,495.13	36,766.00	-34,270.87	6.8%
510.320 · Accounting & Auditing	0.00	3,000.00	-3,000.00	0.0%
510.581 · Transfer Out - Other Funds	15,003.00	20,004.00	-5,001.00	75.0%
Total Expense	17,498.13	59,770.00	-42,271.87	29.3%
Net Income	42,746.35	0.00	42,746.35	100.0%

City of Eagle Lake CRA
Balance Sheet
As of June 30, 2021

	Jun 30, 21
ASSETS	
Current Assets	
Checking/Savings	
101.408 · PB- CRA COMMUNITY REDEVELOPMENT	202,862.27
Total Checking/Savings	202,862.27
Other Current Assets	
131.382 · DUE TO GENERAL FUND-ADMIN FEES	-11,934.94
Total Other Current Assets	-11,934.94
Total Current Assets	190,927.33
TOTAL ASSETS	190,927.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.000 · Accounts Payable	1,667.00
Total Accounts Payable	1,667.00
Other Current Liabilities	
131.390 · DUE TO GENERAL FUND --LOAN PAY	16,000.00
Total Other Current Liabilities	16,000.00
Total Current Liabilities	17,667.00
Total Liabilities	17,667.00
Equity	
1110 · Retained Earnings	130,513.98
Net Income	42,746.35
Total Equity	173,260.33
TOTAL LIABILITIES & EQUITY	190,927.33