

CITY OF EAGLE LAKE  
REGULAR CITY COMMISSION MEETING  
MONDAY, AUGUST 15, 2022  
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-22-09**, 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 reading
- B. Consideration of the second reading of **Ordinance No.: O-22-10**, 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. Effective upon reading
- C. Consideration of the first reading of **Ordinance No.: O-22-11**, An Ordinance of the City of Eagle Lake, Florida Extending the Corporate Limits of the City of Eagle Lake, to Include Therein Additional Territory Lying Contiguous and Adjacent to the Present Boundaries of the City of Eagle Lake; Describing said Additional Territory; Repealing all Ordinances Conflicting Herewith and Providing an Effective Date. (General Location: One parcel of land totaling approximately 2.07 acres in size, lying southeast of U.S. Highway 17 and north of Cameron Road, with a street address of 11000 U.S. Highway 17, Eagle Lake, Florida 33839) A&E Plaza
- D. Consideration of the first reading of **Ordinance No.: O-22-12**, An Ordinance Amending the City of Eagle Lake, Florida 2030 Comprehensive Plan by Revising the Future Land Use Map Series to Assign Neighborhood Activity Center Future Land Use to One (1) Annexed Parcel; Amending the City of Eagle Lake, Florida Zoning Map to Apply General Commercial (CG) Zoning to the Same Certain Parcel; Repealing all Ordinances in Conflict Herewith; and Providing an Effective Date. (General Location: One parcel of land totaling approximately 2.07 acres in size, lying southeast of U.S. Highway 17 and north of Cameron Road, with a

street address of 11000 U.S. Highway 17, Eagle Lake, Florida 33839; A&E Auto Body Inc. Property)

**VIII. OLD BUSINESS**

- A. 2022/2023 Budget

**IX. NEW BUSINESS**

- A. Consideration of the Agreement Between Polk County Regional Water Cooperative and City of Eagle Lake – Polk Regional Water Cooperative Heartland Protection and Sustainability Project

**X. CONSENT AGENDA**

- A. Approval of the Regular City Commission Minutes -----07/05/2022  
B. Approval of Financials – June  
C. Approval of Financials - July  
D. Approval of Bad Debt List ----- \$2,719.15

**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.

POSTED AT CITY HALL AND THE EAGLE LAKE POST OFFICE ON TUESDAY, AUGUST 9, 2022  
BY CITY CLERK DAWN WRIGHT, MMC, FCRM, PHRP

## Commission Report

06/27/2022 - 07/25/2022

Case #	Case Date	Name	Violation Address	Status	Follow up date	Violation(s)	Compliance Date	Case Disposition
220087	7/21/2022	Angela Capps Starling Estate	75 3rd St N	Open	8/1/2022	High grass, Junk, Trash,		
220086	7/20/2022	Kendrala R Danner & Darel Keith Danner	1185 E Eagle Ave	Open	8/1/2022	High Grass, Junk, Trash, Trees/Bushes obstructing ROW		
220085	7/20/2022	SHIRLEY GUNN ESTATE	1255 N 12TH ST	Open	8/1/2022	Outside Storage of Junk & Trash		
220084	7/20/2022	OLIVER LAWTON ELLIOTT ESTATE	564 BROOKINS AVE	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220083	7/20/2022	MELANIE ANN HARRELL	310 W Assembly St	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220082	7/20/2022	TAM NGUYEN, HUONG THI NGUYEN, SEAN NGUYEN, DUU NGUYEN	0 5th ST	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220081	7/20/2022	Jimmie L Wilson & Suzy C Wilson	0 8th St N	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220080	7/20/2022	ROBBIE FRANKLIN	240 6th St N	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220079	7/19/2022	Kevin K Matsumoto	83 2nd St N	Open	8/1/2022	High Grass, weeds, overgrowth		
220078	7/19/2022	REBECCA SHOUPPE	871 N 10TH ST	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220077	7/19/2022	SHANNON MILOT	1230 N 12TH ST	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220076	7/19/2022	Sonia Y Mercado Estate	440 S Avocado Ct	Open	8/1/2022	High Grass, Weeds, Overgrowth		
220075	7/19/2022	N/A per FS 119.071	103 1st St N	Open	8/1/2022	Construction Debris @ curb side		
220074	7/19/2022	Ernesto J Pineda & Blanca E Villarreal	374 S TERRACE DR	Closed	7/21/2022	Green Waste placed in roadway	7/19/2022	Compliance by Property Owner
220073	6/30/2022	CENTRAL SITE DEVELOPMENT LLC	193 VISTA VIEW AVE	Closed	7/12/2022	High Grass, Weeds, Overgrowth	7/13/2022	Compliance by Property Owner
220072	6/30/2022	Jimmy Desir	1035 N 11TH ST	Closed	7/11/2022	High Grass, Weeds, Overgrowth	7/5/2022	Compliance by Property Owner

Total Records: 16

Page: 1 of 1

7/25/2022

# FROM THE DESK OF THE CITY MANAGER

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Memo To: Mayor and Commissioners

Date: August 15, 2022

Ref: Monthly Report

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**2022/23 Budget** – We received our estimates for our revenues from the state and they have resulted in an \$11,000 increase in our general fund revenues.

**Annexation** – A and E Auto Body will be annexing a 2-acre property into the city. However, they are also looking for a new property to restart their business and if you know of a 4-acre property please let us know. Based on our current city boundaries its hard-to-find acreage for new businesses.

**Building Renovations** – We have found a scheme that seems to work for the city from a work flow perspective and have sent the floor plan to the engineer for review.

**City Hall Park Restrooms** – As we discussed before, we have contracted with a company to install electronic locks on the restrooms that will automatically open at 9:00 a.m. and lock at 8:00 p.m.

**Post Office** – Congressman Soto's Office has sent our inquiry to the Post Office Congressional Liaison regarding the residents living in Eagle Lake and having a Winter Haven address.

**Resignation** – We have had a resignation in the public works department so we are again looking for someone to fill a position.

**Water Cooperative** – It appears that based upon our water usage and current development that we will exceed our SWFWM Permit between 2024 and 2026 which will force us to become a full member in the southwest project. Hopefully we can work with Winter Haven and purchase water from them instead of the PRWC. Otherwise, we will have to start attending the PRWC meetings in person.



ORDINANCE NO.: O-22-09

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 15, 2022; 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 2022 billing cycle, and will begin to be reflected on the billing statements scheduled to be received by customers during the first week of November 2022.

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 5th day of July, 2022.

PASSED on second reading this 15th day of August, 2022.

CITY OF EAGLE LAKE, FLORIDA

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CORY COLER, MAYOR  
COMMISSIONER

ATTEST:

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CITY CLERK DAWN WRIGHT

Approved as to form:

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CITY ATTORNEY HEATHER R. MAXWELL

## 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	<del>\$16.03</del> <u>\$16.27</u>	<del>\$20.03</del> <u>\$20.33</u>	<del>\$18.06</del> <u>\$18.33</u>	<del>\$22.56</del> <u>\$22.90</u>
4,001-8,000	<del>\$2.72/1,000</del> <u>\$2.76/1,000</u>	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>	<del>\$2.72/1,000</del> <u>\$2.76/1,000</u>	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>
8,001-12,000	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>	<del>\$4.25/1,000</del> <u>\$4.31/1,000</u>	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>	<del>\$4.25/1,000</del> <u>\$4.31/1,000</u>
12,001-18,000	<del>\$4.41/1,000</del> <u>\$4.47/1,000</u>	<del>\$5.53/1,000</del> <u>\$5.61/1,000</u>	<del>\$4.41/1,000</del> <u>\$4.47/1,000</u>	<del>\$5.53/1,000</del> <u>\$5.61/1,000</u>
18,001-over	<del>\$5.44/1,000</del> <u>\$5.52/1,000</u>	<del>\$6.79/1,000</del> <u>\$6.89/1,000</u>	<del>\$5.44/1,000</del> <u>\$5.52/1,000</u>	<del>\$6.79/1,000</del> <u>\$6.89/1,000</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	<del>\$16.03</del> <u>\$16.27</u>	<del>\$20.03</del> <u>\$20.33</u>	<del>\$18.06</del> <u>\$18.33</u>	<del>\$22.56</del> <u>\$22.90</u>
4,001-8,000	<del>\$2.72/1,000</del> <u>\$2.76/1,000</u>	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>	<del>\$2.72/1,000</del> <u>\$2.76/1,000</u>	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>
8,001-12,000	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>	<del>\$4.25/1,000</del> <u>\$4.31/1,000</u>	<del>\$3.41/1,000</del> <u>\$3.46/1,000</u>	<del>\$4.25/1,000</del> <u>\$4.31/1,000</u>
12,001-18,000	<del>\$4.41/1,000</del> <u>\$4.47/1,000</u>	<del>\$5.53/1,000</del> <u>\$5.61/1,000</u>	<del>\$4.41/1,000</del> <u>\$4.47/1,000</u>	<del>\$5.53/1,000</del> <u>\$5.61/1,000</u>
18,001-over	<del>\$5.44/1,000</del> <u>\$5.52/1,000</u>	<del>\$6.79/1,000</del> <u>\$6.89/1,000</u>	<del>\$5.44/1,000</del> <u>\$5.52/1,000</u>	<del>\$6.79/1,000</del> <u>\$6.89/1,000</u>

(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 .....	<del>\$28.85</del>	<u>\$29.82</u>
ii. Over 1,000 gallons, per 1,000 gallons .....	<del>\$ 5.18</del>	<u>\$ 5.26</u>

2. *Outside city:*

i. First 1,000 gallons .....	<del>\$36.07</del>	<u>\$36.61</u>
ii. Over 1,000 gallons, per 1,000 gallons .....	<del>\$ 6.49</del>	<u>\$ 6.59</u>

b. *Commercial rates:*

1. *Inside city:*

i. First 1,000 gallons .....	<del>\$28.85</del>	<u>\$29.82</u>
ii. Over 1,000 gallons, per 1,000 gallons .....	<del>\$ 6.57</del>	<u>\$ 6.67</u>

2. *Outside city:*

i. First 1,000 gallons .....	<del>\$35.07</del>	<u>\$36.61</u>
ii. Over 1,000 gallons, per 1,000 gallons .....	<del>\$ 8.22</del>	<u>\$ 8.34</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. *Residential rate:*

- |                                  |                     |                 |
|----------------------------------|---------------------|-----------------|
| 1. Inside city, per month .....  | <del>\$93.82</del>  | <u>\$ 95.23</u> |
| 2. Outside city, per month ..... | <del>\$113.21</del> | <u>\$114.91</u> |

b. *Commercial rate:*

- |                                  |                     |                 |
|----------------------------------|---------------------|-----------------|
| 1. Inside city, per month .....  | <del>\$121.87</del> | <u>\$123.70</u> |
| 2. Outside city, per month ..... | <del>\$152.35</del> | <u>\$154.63</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-22-10

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 5th day of July, 2022.

PASSED AND ADOPTED on second reading this 15th day of August, 2022.

CITY OF EAGLE LAKE, FLORIDA

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CORY COLER, MAYOR

ATTEST:

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CITY CLERK DAWN M. WRIGHT

Approved as to form:

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CITY ATTORNEY HEATHER R. MAXWELL



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. —~~\$25.67~~ \$27.34 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. —~~\$25.67~~ \$27.34 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 ~~\$51.33~~ \$54.67 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. ~~\$13.65~~ \$14.54 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-22-11

AN ORDINANCE OF THE CITY OF EAGLE LAKE, FLORIDA EXTENDING THE CORPORATE LIMITS OF THE CITY OF EAGLE LAKE, TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF EAGLE LAKE; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE. (General Location: One parcel of land totaling approximately 2.07 acres in size, lying southeast of U.S. Highway 17 and north of Cameron Road, with a street address of 11000 U.S. Highway 17, Eagle Lake, Florida 33839) A&E Plaza

WHEREAS, the owner of the property to be annexed, have filed a petition for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the City of Eagle Lake deems it expedient and practical to incorporate said territory, as the same is in conformity with the overall plans for extending the boundaries of the City of Eagle Lake; and,

WHEREAS, the property herein described is contiguous, compact and adjacent to the corporate limits of the City of Eagle Lake, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. That the City Commission of the City of Eagle Lake does hereby annex into the corporate limits of the City of Eagle Lake, Florida, the following described property.

That property described in Composite Exhibit "A", consisting of one page, including a legal description, and a location map.

2. All ordinances in conflict herewith are hereby repealed.

3. This ordinance shall take effect after the second reading, provided however, that such change shall first be noted upon the official zoning map of the City of Eagle Lake, Florida.

INTRODUCED on first reading this \_\_\_\_\_ day of \_\_\_\_\_. 2022.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_. 2022.

CITY OF EAGLE LAKE, FLORIDA

\_\_\_\_\_  
CORY COLER, MAYOR  
COMMISSIONER

ATTEST:

\_\_\_\_\_  
DAWN WRIGHT, CITY CLERK

APPROVED AS TO FORM:

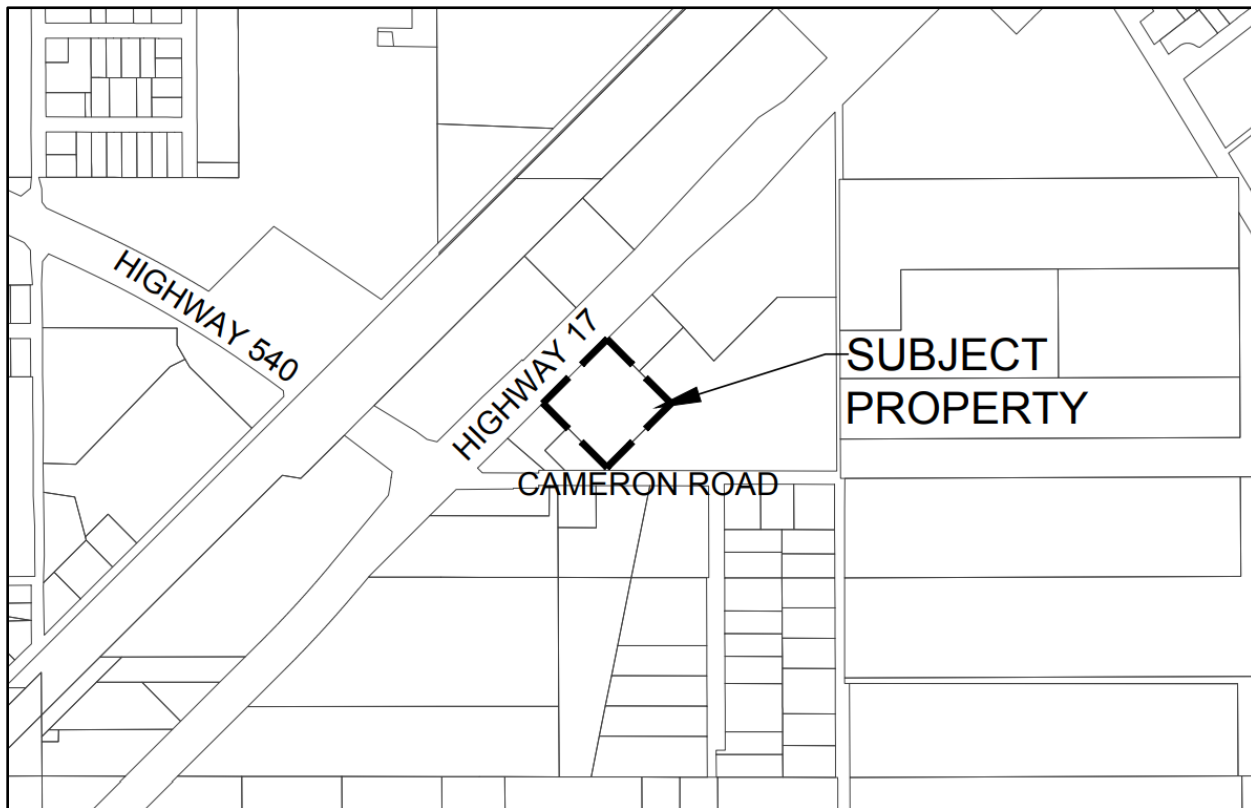
\_\_\_\_\_  
HEATHER R. MAXWELL, CITY ATTORNEY

## EXHIBIT "A"

### Legal Description:

Starting at the intersection of the South boundary of Lot 55 of Wahenta Farms Subdivision as recorded in Plat Book 1, Pages 82A and 82B of the Public Records of Polk County, Florida, and the Southeasterly R/W boundary of U.S. Highway 17, said point being 1,236.25 feet Westerly of the Southeast corner of said Lot 55 of Wahenta Farms Subdivision, run thence in a Northeasterly direction along the Southeasterly boundary of said U.S. Highway 17 for a distance of 350 feet for the point of beginning; run thence Northeasterly along said Southeasterly boundary of U.S. Highway 17 for a distance of 300 feet to a concrete marker, run thence Southeasterly on a line perpendicular to the Southeasterly boundary of said Highway 17 for a distance of 300 feet to a concrete marker, run thence Southwesterly along a line parallel to the Southeasterly boundary of said U.S. Highway 17 for a distance of 300 feet to a concrete marker, run thence Northwesterly along a line perpendicular to said Southeasterly boundary of U.S. Highway 17 for a distance of 300 feet to the point of beginning.

### Location Map:





# NEXT LEVEL

PLANNING & PERMITTING

## LETTER OF TRANSMITTAL

TO: Tom Ernharth  
City of Eagle Lake  
P.O. Box 129  
Eagle Lake, FL 33839

DATE: June 28, 2022  
PROJECT: A&E Plaza  
RE: Annexation

### WE ARE SENDING YOU THE FOLLOWING ITEMS:

<u>COPIES</u>	<u>DATE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
	<u>6/22/2022</u>	<u>1020</u>	<u>Check in the amount of \$1,000.00 for Annexation.</u>
			<u>Petition to Voluntarily Annex Property into the City of Eagle Lake, Florida</u>
			<u>Parcel Info – 262906-672500-005501</u>
			<u>Deed – OR Bk 11126 Pgs 93-94</u>
			<u>Letter of Authorization</u>

<input checked="" type="checkbox"/> FOR YOUR APPROVAL	<input checked="" type="checkbox"/> FOR REVIEW AND COMMENT	<input checked="" type="checkbox"/> HAND DELIVERED	<input type="checkbox"/> OTHER
<input type="checkbox"/> FOR YOUR FILE	<input type="checkbox"/> FOR YOUR INFORMATION	<input type="checkbox"/> REGULAR MAIL	<input type="checkbox"/>
<input type="checkbox"/> FOR YOUR SIGNATURE	<input type="checkbox"/> PER YOUR REQUEST	<input type="checkbox"/> OVERNIGHT	
<input type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> OTHER	<input type="checkbox"/> ELECTRONIC MAIL	

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

### REMARKS:

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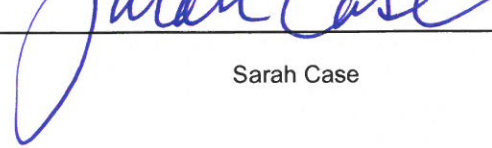
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COPY TO: A&E  
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\_\_\_\_\_  
\_\_\_\_\_

SIGNED:   
Sarah Case  
  
sarah@nextlevelpolk.com

PETITION TO VOLUNTARILY ANNEX PROPERTY INTO THE  
CITY OF EAGLE LAKE, FLORIDA

A&E Plaza, 11000 Highway 17 N, Eagle Lake, FL 33839 - Parcel 262906-672500-005501

THIS PETITION IS FILED pursuant to chapter 171.044, Florida Statutes, City of Eagle Lake Ordinances and all other laws applicable thereto, for the purpose of annexing the hereinafter described real property into the City of Eagle Lake.

We, the undersigned, being and constituting all the owners of the hereinafter described real property, hereby file this petition for annexation, and consent thereto, of the following described real property into the City of Eagle Lake, Florida in accordance with the above set forth Florida Statutes, Ordinances of the City of Eagle Lake and other applicable law; said real property lying and being in Polk County, Florida, to-wit:

LEGAL DESCRIPTION:

See attached Deed OR Bk 11126 Pg 0093 - 0094

ADDRESS OF PROPERTY TO BE ANNEXED: 11000 Highway 17 N

SIZE IN ACRES: 2.07

POPULATION AT TIME OF ANNEXATION: 2,300 +/-\*

\*2,496 at 2000 Census; 2,255 at 2010 Census

NUMBER AND ADDRESS OF ALL DWELLINGS/COMMERCIAL/INDUSTRIAL,

INSTITUTIONAL USES:

CURRENT POLK COUNTY FUTURE LAND USE & ZONING CLASSIFICATION: RL-1 (Polk County)

**NOTE:** Polk County Land Use and Zoning Map classifications will remain in effect until City Land Use and Zoning Map classifications have been established for the property according to State and City law.

**REQUIRED:** MAP OF AREA ☒ (check if enclosed)

**LEGAL DESCRIPTION BY METES AND BOUNDS** ☒ (check if enclosed)

PROPOSED CITY FUTURE LAND USE: COMM & ZONING CLASSIFICATION: CG

SIGNATURE OF PETITIONER(S):

Sarah Case, Next Level Planning & Permitting

Name

6700 S. Florida Ave, Suite 4

Address

Lakeland, FL 33813

City

State

Zip

863.398.9651

Telephone

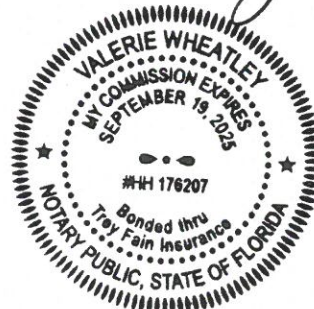
Date

Accepted by

NOTARY:

*This is to certify that this is an original document.*

City Clerk



**FEES PAID**

NAME OF APPLICANT Sarah Case, authorized agent for A&E

	CHECK		COSTS
	WHAT		BROUGHT
<u>REQUESTED CHANGE(S)</u>	<u>APPLIES</u>	<u>COSTS</u>	<u>FORWARD</u>
1. ANNEXATION		\$1,000.00	Ch # 1020
2. ZONING AMENDMENT (w/or w/out) IMPACT STATEMENT)		\$750.00	Ch # 1021
3. PLANNED UNIT DEVELOPMENT (INCL. IMPACT STATEMENT)*		\$600.00	
PLUS ACREAGE ADJUSTMENT (per acre)		\$4.00	
4. SUBDIVISION PLAT (10 OR LESS LOTS)**		\$500.00	
UTILITY/CONSTRUCTION PLANS		\$300.00	
<u>OR</u>			
SUBDIVISION PLAT (MORE THAN 10 LOTS)**		\$750.00	
UTILITY/CONSTRUCTION PLANS		\$500.00	
5. SITE PLAN REVIEWS* (do not chg. If chging for subdiv.plat)		\$350.00	
6. COMPREHENSIVE PLAN AMENDMENTS			
SMALL SCALE < 10 ACRES		\$500.00	Ch # 1022
LARGE SCALE 10 ACRES +		\$1,000.00	
TEXT		\$500.00	
7. IMPACT STATEMENT (do not chg.if chgd.for zoning amend.)		\$500.00	
	<b>TOTAL FEES DUE:</b>		
*At a minimum, these items may require special consultants or legal counsel. The City, in its sole judgement, shall decide when to retain such special consultants or legal counsel and the cost of same shall be passed on to the applicant.			
**Preliminary/Final Plat Approval - both are included in one-time only fee			



[Skip to main content](#)[Change Browser Language](#)[Home Page](#) » [Return To Search Results](#)**Parcel Details: 26-29-06-672500-005501**

[TAX EST](#)
[PRT CALC](#)
[PRC](#)
[HTML PRC](#)
[TRIM](#)
[HTML TRIM](#)

Notice: The tax collector link is not available during tax sale processing. If you have questions, please contact the [tax collector's office](#). Thank you for your patience.

**Owners**

A&amp;E AUTO BODY INC 100%

**Mailing Address**

Address 1 **12002 US HIGHWAY 17 N**  
 Address 2  
 Address 3 **EAGLE LAKE FL 33839-5401**

**Site Address**

Address 1 **11000 HWY 17**  
 Address 2  
 City **EAGLE LAKE**  
 State **FL**  
 Zip Code **33839**

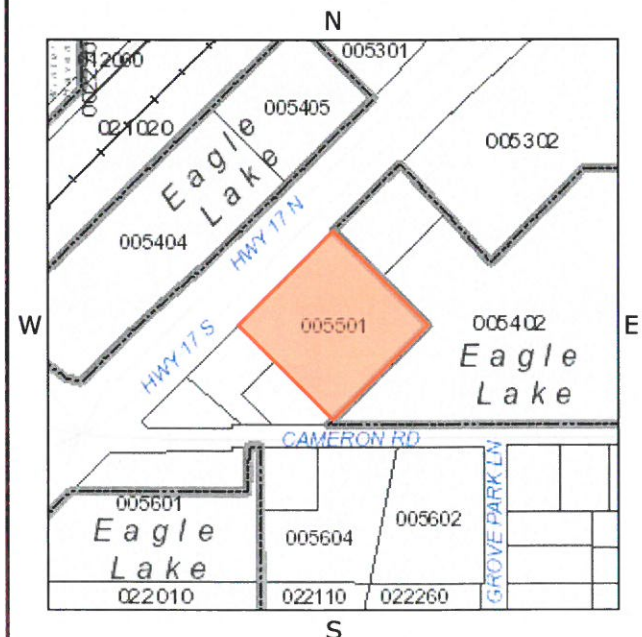
**Parcel Information**

Neighborhood **6666.30**  
[Show Recent Sales in this Neighborhood](#)  
 Subdivision **WAHNETA FARMS PB 1 PG 82A 82B**  
 Property (DOR) **Comm. misc imps of some value**  
 Use Code **(Code: 1007)**  
 Acreage **2.07**  
 Taxing District **UNINCORP/SWFWMD (Code: 90000)**  
[Community Redevelopment Area](#) **NOT IN CRA**

**Property Desc**

**DISCLAIMER:** This property description is a condensed version of the original legal description recorded in the public records. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

WAHNETA FARMS PB 1 PG 82A 82B LOT 55 BEG AT INT OF S/L OF LOT & E/L OF HY 17 RUN NELY ALONG HY 350 FT FOR BEG RUN NELY ALONG HY 300 FT SELY ON A LINE PERPENDICULAR TO SELY BDRY OF HWY 17 300 FT SWLY PARALLEL TO HY 300 FT NWLY 300 FT TO BEG

**Area Map****Recorded Plat**

[Visit the Polk County Clerk of Courts website to view the Recorded Plat for this parcel](#)

Note: Some plats are not yet available on the Clerk's website. The site contains images of plats recorded on 01/05/1973 (beginning with book 058 Page 020)



or later. For information on Plats recorded before 01/05/1973 (Book 058 Page 019 or less) please contact the [Polk County Clerk's Office](#).

### Mapping Worksheets (plats) for 262906

[Mapping Worksheet HTML](#)  
(opens in new tab)

[Mapping Worksheet Printable PDF](#)

## Linked Tangible Personal Property Accounts

### Linked Accounts

**Note:** Tangible Personal Property is defined as everything other than real estate that has value by itself. Please click the + plus sign to show the list of TPP accounts linked to this parcel. Only first two owner names shown.

#### 1 TPP Account(s)

 List of Accounts

## Sales History

**Important Notice:** If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the [online records of the Clerk of the Circuit Court](#). In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
<a href="#">11126/00093</a>	01/2020	W	I	A&E AUTO BODY INC	\$250,000
<a href="#">2073/1960</a>	03/1982	W	E	EICHHOLTZ DAVID H	\$325,000
	01/1957		E		\$100

## Exemptions

**Note:** The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first \$25,000 homestead exemption may be allocated to one or more owners. The HB —second \$25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value
------	--------	-------------	-------------	----------	-----------	------	-------

If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2022 tax year, the allowable total household adjusted gross income received during 2021 could not exceed \$32,561. If your total household adjusted gross income exceeded this limit, **YOU MUST NOTIFY THIS OFFICE**. Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. **Improperly claiming any exemption could result in a lien against your property.** If you would like to receive a notice of renewal electronically, please send us an email at [paoffice@polk-county.net](mailto:paoffice@polk-county.net) with your name, property address, and confirmation of your request.

## Extra Features (Current)

LN	Code	Description	BLD	Length	Width	Units	Year Built
1	MAC	ASPHALT	0	0	0	5,040	1975

**PERMITS**

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the [appropriate permit issuing agency](#) to obtain information. This property is located in the **UNINCORP/SWFWMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

**Land Lines**

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1 *	Commercial/Industrial	N	S	0	0	90,006.00

\* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

**NOTICE: All information ABOVE this notice is current (as of Wednesday, June 22, 2022 at 2:07:56 AM). All information BELOW this notice is from the 2021 Tax Roll, except where otherwise noted.**

**Value Summary (2021)**

Desc	Value
Land Value	\$36,002
Building Value	\$0
Misc. Items Value	\$6,895
Land Classified Value	\$0
Just Market Value	\$42,897
*Cap Differential and Portability	\$0
Agriculture Classification	\$0
Assessed Value	\$42,897
Exempt Value (County)	\$0
Taxable Value (County)	\$42,897

\*This property contains a Non Homestead Cap with a differential of \$0.

**Values by District (2021)**

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.899000	\$42,897	\$295.95	\$0	\$0.00	\$42,897	\$295.95
POLK COUNTY PARKS MSTU	0.561900	\$42,897	\$24.10	\$0	\$0.00	\$42,897	\$24.10
POLK COUNTY LIBRARY MSTU	0.210900	\$42,897	\$9.05	\$0	\$0.00	\$42,897	\$9.05
POLK COUNTY STORMWATER MSTU	0.100000	\$42,897	\$4.29	\$0	\$0.00	\$42,897	\$4.29
POLK COUNTY SCHOOL BOARD - STATE	3.581000	\$42,897	\$153.61	\$0	\$0.00	\$42,897	\$153.61
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	\$42,897	\$96.43	\$0	\$0.00	\$42,897	\$96.43
SOUTHWEST FLA WATER MGMT DIST	0.253500	\$42,897	\$10.87	\$0	\$0.00	\$42,897	\$10.87
		<b>Assessed Taxes:</b>	<b>\$594.30</b>	<b>Tax Savings:</b>	<b>\$0.00</b>	<b>Total Taxes:</b>	<b>\$594.30</b>



**Taxes**

Desc	Last Year	2021 Final
Taxing District	UNINCORP/SWFWMD (Code: 90000)	UNINCORP/SWFWMD (Code: 90000)
Millage Rate	13.9737	13.8543
Ad Valorem Assessments	\$1,554.82	\$594.30
Non-Ad Valorem Assessments	\$1,196.00	\$0.00
<b>Total Taxes</b>	<b>\$2,750.82</b>	<b>\$594.30</b>

**Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. Use the [Property Tax Estimator](#) to estimate taxes for this account.**

**Note: The tax collector link is not available during tax sale processing. If you have questions, please contact the tax collector's office. Thank you for your patience.**

**Prior Year Final Values**

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per [Florida Statute 193.122\(2\)](#), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll Values.

**2020**

Land Value	\$36,002.00
Building Value	\$67,586.00
Misc. Items Value	\$7,679.00
Just Value (Market)	\$111,267.00
SOH Deferred Val	\$0.00
Assessed Value	\$111,267.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$111,267.00

**2019**

Land Value	\$36,002.00
Building Value	\$67,586.00
Misc. Items Value	\$7,769.00
Just Value (Market)	\$111,357.00
SOH Deferred Val	\$0.00
Assessed Value	\$111,357.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$111,357.00

**2018**

Land Value	\$36,002.00
Building Value	\$62,466.00
Misc. Items Value	\$7,860.00
Just Value (Market)	\$106,328.00
SOH Deferred Val	\$0.00
Assessed Value	\$106,328.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$106,328.00

**2017**

Land Value	\$36,002.00
Building Value	\$57,524.00
Misc. Items Value	\$5,292.00
Just Value (Market)	\$98,818.00
SOH Deferred Val	\$0.00
Assessed Value	\$98,818.00
Exempt Value (County)	\$0.00
Taxable Value (County)	\$98,818.00

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**DISCLAIMER:**

The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Wednesday, June 22, 2022 at 2:07:56 AM

INSTR # 2020023874  
BK 11126 Pgs 0093-0094 PG(s)2  
01/31/2020 02:11:41 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 18.50  
DEED DOC 1,750.00

Prepared by and return to:  
**Heather L. Schaefer**  
Real Estate Closing Agent  
**STRAUGHN & TURNER, P.A.**  
255 Magnolia Ave SW  
Winter Haven, FL 33880-2902  
863-293-1184  
File Number: 06507-0002  
Will Call No.:

Parcel Identification No. 26-29-06-672500-005501

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 31st day of January, 2020 between **David H. Eichholtz, the unmarried surviving spouse of Janet L. Eichholtz, deceased** whose post office address is **151 Okaloosa Dr., Winter Haven, FL 33884-1455** of the County of Polk, State of Florida, grantor\*, and **A & E AUTO BODY, INC., a Florida corporation** whose post office address is **12002 Highway 17 North, Eagle Lake, FL 33839** of the County of Polk, State of Florida, grantee\*,

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

Starting at the intersection of the South boundary of Lot 55 of Wahneta Farms Subdivision, as recorded in Plat Book 1, Page 82-A and 82-B of the Public Records of Polk County, Florida, and the Southeasterly R/W boundary of U.S. Highway #17, said point being 1236.25 feet Westerly of the Southeast corner of said Lot 55 of Wahneta Farms Subdivision, run thence in a Northeasterly direction along the Southeasterly boundary of said U.S. Highway #17 for a distance of 350 feet for the point of beginning; run thence Northeasterly along said Southeasterly boundary of U.S. Highway #17 for a distance of 300 feet to a concrete marker, run thence Southeasterly on a line perpendicular to the Southeasterly boundary of said Highway #17 for a distance of 300 feet to a concrete marker, run thence Southwesterly along a line parallel to the Southeasterly boundary of said U.S. Highway #17 for a distance of 300 feet to a concrete marker, run thence Northwesterly along a line perpendicular to said Southeasterly boundary of U.S. Highway #17 for a distance of 300 feet to the point of beginning.

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Katie Price  
Witness Name: Katie Price

Heather Schaefer  
Witness Name: Heather Schaefer

David H. Eichholtz  
David H. Eichholtz

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of January, 2020 by David H. Eichholtz, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Heather Schaefer  
Notary Public

Printed Name: Heather Schaefer

My Commission Expires: 10-28-23



NEXT LEVEL  
PLANNING & PERMITTING

A&E PLAZA  
120002 US HIGHWAY 17 N, EAGLE LAKE, POLK COUNTY, FL

**LETTER OF AUTHORIZATION**

Parcel 262906-672500-005501

I hereby authorize Sarah Case of Next Level Planning & Permitting to apply for and sign any necessary applications needed for the Annexation, Land Use, and Zoning process through the City of Eagle Lake, Polk County, Florida regarding the above referenced Property.

Signature

V. Z. Arrington  
A&E Auto Body Inc.

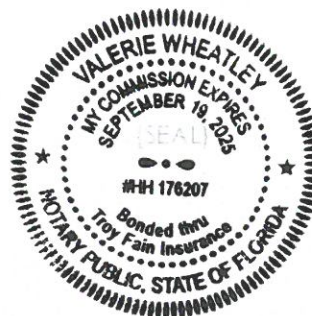
President.  
Title

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 27<sup>th</sup> day of JUNE, 2022, by \_\_\_\_\_, who is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

Valerie Wheatley  
SIGNATURE OF NOTARY PUBLIC

Valerie Wheatley  
PRINTED NAME OF NOTARY PUBLIC STAMP & DATE



MY COMMISSION EXPIRES 09/19/2025



## MEMORANDUM

TO: Tom Ernharth, City Manager, City of Eagle Lake  
FROM: Merle Bishop, FAICP, Senior Planner  
DATE: July 13, 2022  
SUBJECT: A&E Plaza (A&E Auto property annexation/Comprehensive Plan Amendment)  
PROJECT: ELAKX22012

In response to the City's request, we have completed our review of the annexation/Comprehensive Plan (Map) Amendment/Zoning application submitted by Sarah Case, Next Level Planning & Permitting, on 6/28/22 to the City of Eagle Lake for one parcel of approximately 2.07 acres and generally located on the southeast side of U.S. Highway 17 and north of Cameron Road.

### BACKGROUND:

**Applicant/Owner:** A&E Auto Body, Inc.  
12002 U.S. Highway 17, N.  
Eagle Lake, FL 33839-5401

**Site Location:** 11000 U.S. Highway 17, N.  
Eagle Lake, FL 33839-5401

**Parcel ID #:** 262906-672500-005501

**Total Site Size:** 2.07 acres +/-

**Current Land Use:** One 4,800 +/- square foot commercial building. The property was formerly used for a veterinary clinic.

**Future Land Use Designation:** Polk County – Residential Low (RL)

**Zoning Designations:** Polk County – Residential Low (RL-1)

**Proposed Future Land Use Designation:** Neighborhood Activity Center

**Proposed Zoning Districts:** General Commercial (CG)

The applicant requests the City annex the parcel and amend its Comprehensive Plan by adding the parcel to the Future Land Use Map with a Neighborhood Activity Center designation. Additionally, the applicant requests that the parcel be assigned a General Commercial (CG) zoning designation. The owner intends to continue to use the existing 4,800 square foot commercial building for a commercial retail plaza.

The parcel has approximately 300 feet of frontage on North U.S. Highway 17, a divided, six (6) lane principle arterial roadway maintained by the State of Florida. The existing right-of-way width for U.S. Highway 17 at this location is approximately 150 feet. Additionally, the parcel is adjacent to other commercial properties surrounding the intersection of two arterial roadways: State Road 540 and U.S. Highway 17. Any new access to this road will require a roadway access permit from Florida DOT, District 1.



**SURROUNDING LAND USES:**

<b>NW</b> – U.S. Highway 17; access road and stormwater retention pond owned by RaceTrac within the City of Eagle Lake.	<b>N</b> – U.S. Highway 17: vacant property owned by Tampa Electric Co. within the City of Eagle Lake	<b>NE</b> – Vacant parcel, electric transmission lines owned by Tampa Electric Co. within the City of Eagle Lake
<b>W</b> – U.S. Highway 17, RaceTrac gas station and convenience store within the City of Eagle Lake.	<b>Subject Property</b> <b>(4,800 sq. ft. commercial building)</b>	<b>E</b> – Electrical utility substation owned by Tampa Electric Co. within the City of Eagle Lake.
<b>SW</b> – A&E Auto Body business currently located in unincorporated Polk County	<b>S</b> – Cameron Road, Single family houses located in unincorporated Polk County	<b>SE</b> – Electrical substation, Cameron Road, single family houses.

**PUBLIC INFRASTRUCTURE:**

The existing (Polk County) RL-1 zoning would permit 2 dwelling units. Additional residential units/density may be achieved through the use of density bonus points and the approval of a Planned Development pursuant to the Polk County Land Development Code. The requested Neighborhood Activity Center Future Land Use and CG zoning for 2.07 acres would potentially permit an estimated total of 20,000 square feet of commercial retail space (based on 70% impervious surface requirement in CG zoning for buildings, paved parking spaces & drives, ancillary uses, etc.). Subtracting the existing 4,800 square feet from the potential of 20,000 square feet results in a net increase of approximately 15,200 square feet.

The City's Level of Service (LOS) for City facilities and services is established in the 2030 Comprehensive Plan. Impacts on LOS should be evaluated based on the impact resulting from the potential net increase in development for the property of 15,200 square feet since the request is not limited to a specific site plan or development conditions.

<b>POTENTIAL INFRASTRUCTURE IMPACTS</b>			
Current Available Capacity	Current Vested Demand	Demands from 15.2K sq. ft Commercial Retail	Remaining Capacity
<b>Potable Water (LOS: 300 gpd<sup>1</sup>/ERC<sup>2</sup>)</b>			
1.584 mgpd	896,687 gpd	2,736 gpd	893,951 gpd
<b>Sanitary Sewer (LOS: 275 gpd<sup>1</sup>/ERC<sup>2</sup>)</b>			
750,000 gpd	619,789 gpd	2,508 gpd	617,281 gpd
<b>Recreation (LOS: 4.5 acres/1,000 population<sup>3</sup>)</b>			
17.45 acres	11.34 acres	0.00 acres	6.11 acres
<b>Transportation – US Highway 17 – LOS: B</b>			
2,000 trips <sup>4</sup> (PM Peak Hr.)	N/A	201.25 trips <sup>5</sup> (PM Peak Hr.)	1,799 trips (10% of capacity)

<sup>1</sup> City of Eagle Lake 2030 Comprehensive Plan, Administrative Section, Capacity Needs Assessment (pages 9 & 22)

<sup>2</sup> Equivalent Residential Connection (dwelling unit) for retail commercial is calculated based on 0.6 ERU/1,000 sq. ft.

<sup>3</sup> City of Eagle Lake, 2030 Comprehensive Plan, Recreation and Open Space Element, Policy 6.1 (page 2)

<sup>4</sup> Polk TPO Roadway Database 2022 (Effective date: April 2022)

<sup>5</sup> ITE TripGen – Retail Shopping Plaza <40K Sq. ft. (Trip Generation Manual, 11<sup>th</sup> Edition)

Sufficient capacity exists in all of the infrastructure areas evaluated for a development of an additional 15,200 square feet of retail commercial development without diminishing the adopted level of service.

#### **CONSISTENCY WITH COMPREHENSIVE PLAN:**

The consistency of the proposed amendment with the Comprehensive Plan has been reviewed. Specifically, we find that the proposed amendment is consistent with or complies with the following applicable policies.

##### **A. FUTURE LAND USE ELEMENT**

**Policy 2.8, Neighborhood Activity Centers:** *Neighborhood Activity Centers are intended to accommodate the shopping, business, and service needs of residents of the City and the adjacent surrounding population. Permitted uses include supermarkets, office, convenience store, service station, Post Office, and related commercial services. Neighborhood Activity Centers must be located at the intersections of major collectors and arterial roadways or along an arterial road.*

The requested Neighborhood Activity Center Future Land Use and CG zoning designation is located at the intersection of a principle arterial roadway (U.S. Highway 17) and a minor arterial roadway (S.R. 540) with access to existing infrastructure with sufficient capacity for development of the property for commercial uses. The requested Neighborhood Activity Center Future Land Use is consistent with the existing commercial uses at this intersection. Continuation of the existing commercial use and expansion of commercial uses on the property will accommodate the shopping, business and service needs of residents.

**Policy 3.1,** *The City shall identify development constraints created by soil conditions, topography, natural features, and resources and regulate densities and intensities where such constraints exist.*

The property is located above the flood zone for Eagle Lake and has well-drained soils which are suitable of a low-rise multi-family development on the property.

**Policy 4.1,** *The City shall direct development to areas where public facilities and services are available or shall be available at the time of development. High density/intensity land uses shall be directed to areas where the greatest level of service of public facilities and services exist.*

**Policy 4.2,** *The City shall issue development orders and plan public facility improvements and expansions in a manner which supports implementation of the Future Land Use Element and Map and is consistent with the Capital Improvements Element.*

The location of the property will enable development to be served by public facilities and services that are currently available or will be available prior to the issuance of any development orders.

**Policy 9.1,** *The City shall locate Future Land Uses at densities and intensities that will discourage urban sprawl and leap-frog development patterns.*

The proposed Neighborhood Activity Center Future Land Use and CG zoning will allow for the continuation of the existing commercial development of the property and expansion of the established commercial development pattern at the intersection of two arterial roadways.

**Policy 12.2,** *The City shall enforce land development regulation criteria to achieve compatibility between adjacent land uses.*

The proposed Neighborhood Activity Center Future Land Use and CG zoning will allow the continuation of the existing commercial use and additional commercial uses that are compatible with the surrounding development pattern and anticipated future development of nearby properties.

**B. TRANSPORTATION ELEMENT**

**Policy 4.1,** *When reviewing development proposals for properties abutting or impacting traffic on State or County-maintained roadways, coordinate with the FDOT and Polk TPO to ensure consistency with state, regional and county standards, and determine impacts on adopted levels of service.*

The property has access to U.S Highway 17, which is a State maintained principle arterial road. Prior to final construction plan approval, the applicant will be required to coordinate a traffic analysis and driveway access with the Florida DOT, District 1.

**C. INFRASTRUCTURE ELEMENT**

The requested Neighborhood Activity Center Future Land Use and CG zoning will permit development consistent with several policies of the Infrastructure Element with respect to maximizing the use of existing facilities to ensure capacity is available for existing and proposed development throughout the City.

**CONCLUSION:**

The requested Future Land Use Map Amendment to assign Neighborhood Activity Center Land Use and assign General Commercial (CG) zoning to the property are consistent with the Eagle Lake Comprehensive Plan. Additionally, the Neighborhood Activity Center Future Land Use and CG zoning is consistent with the future land use designation and zoning of the adjacent parcel, west of Eagle Avenue.

Based on this analysis, we find that the requested Neighborhood Activity Center Future Land Use designation and CG zoning are consistent with the applicable goals, objectives and policies of the Eagle Lake 2030 Comprehensive Plan, as amended. Furthermore, the requested future land use and zoning is consistent and compatible with the existing Neighborhood Activity Center and CG zoning located adjacent to the eastern and southern property boundary and north, across U.S. Highway 17.

As required by Section 6.1.2.10 of the City's Land Development Regulations, our findings after review of the application for a Comprehensive Plan Amendment to assign Neighborhood Activity Center future land use and assign a zoning designation of CG to the property are the following conditions are satisfactorily met:

- A. The rezoning petition is consistent with the City of Eagle Lake Comprehensive Plan.
- B. The rezoning petition will not result in a lowering of the adopted level of service below the minimum level of service as set forth in the Comprehensive Plan for any public facilities or services; unless binding commitments for mitigation to maintain the adopted level(s) of service established in the comprehensive plan have been or will be written into a developer's agreement between the city and applicant;
- C. The proposed rezoning and all permitted uses within the category sought will be compatible with the development of surrounding properties;
- D. The need and justification for the change has been satisfactorily demonstrated by the applicant;
- E. There will be no detrimental effect of the change on the property and on surrounding properties;

- F. There is not sufficient undeveloped land in the general area and in the City with the same classification as the request to allow for the proposed development;
- G. The proposed rezoning and all permitted uses are compatible with development on surrounding property; or compatibility can be achieved.

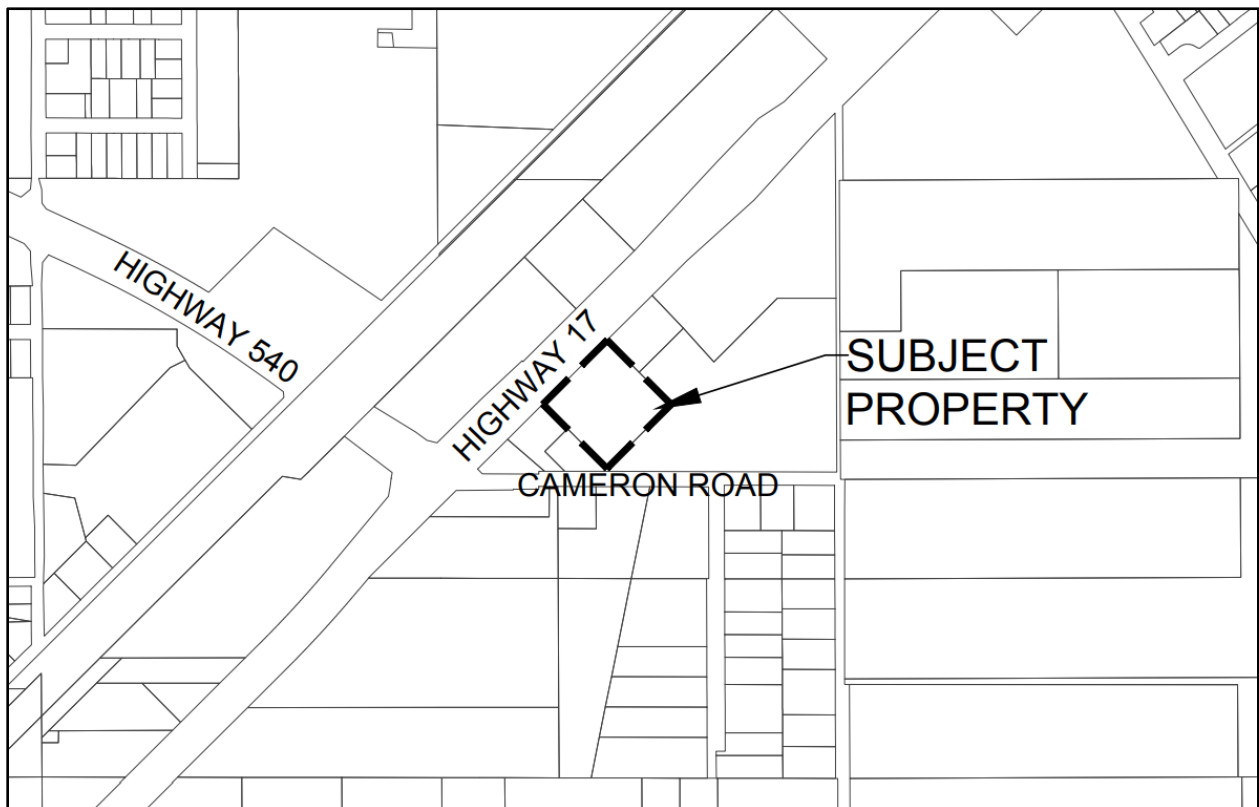
**RECOMMENDATION:**

The requested Comprehensive Plan Amendment to amend the Future Land Use Map and assign Neighborhood Activity Center to the subject parcel and assign General Commercial (CG) zoning is hereby recommended for approval.

**ATTACHMENTS:**

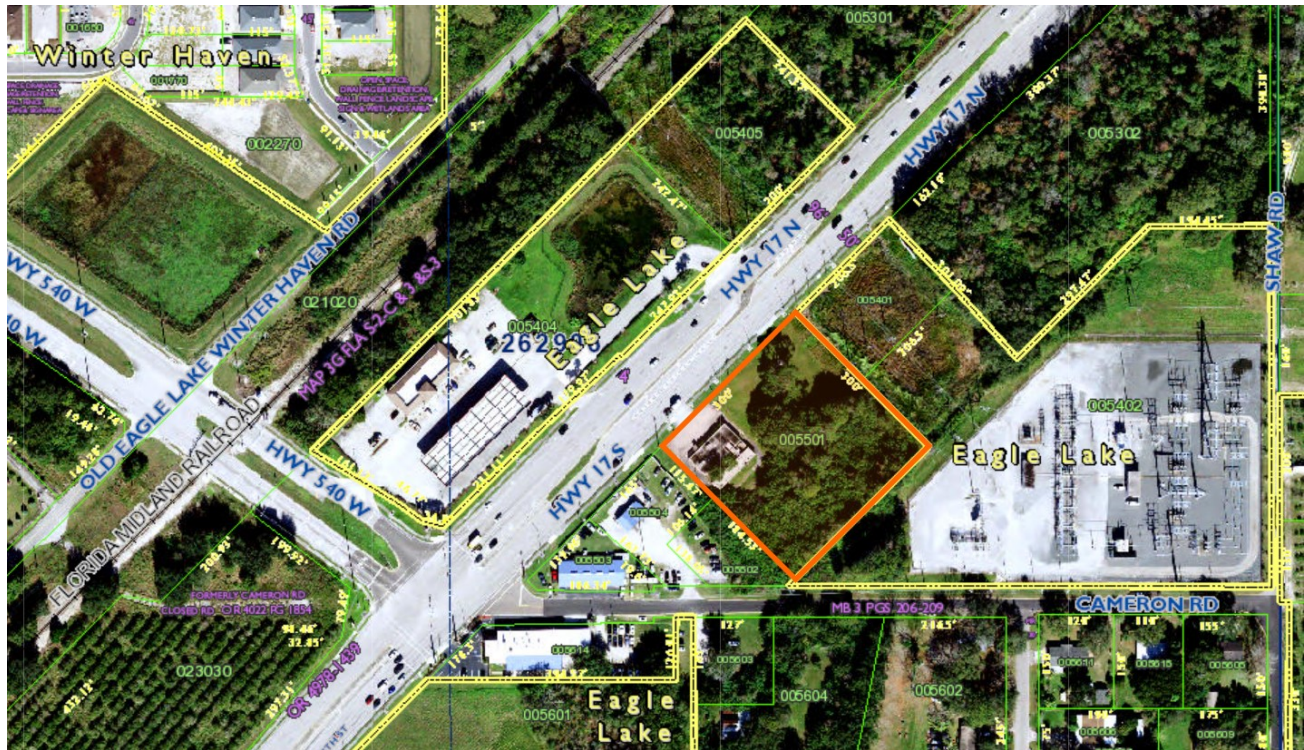
- EXHIBIT A – Location Map
- EXHIBIT B – Aerial Photograph
- EXHIBIT C – Future Land Use
- EXHIBIT D – Legal Description

**EXHIBIT A – LOCATION MAP**

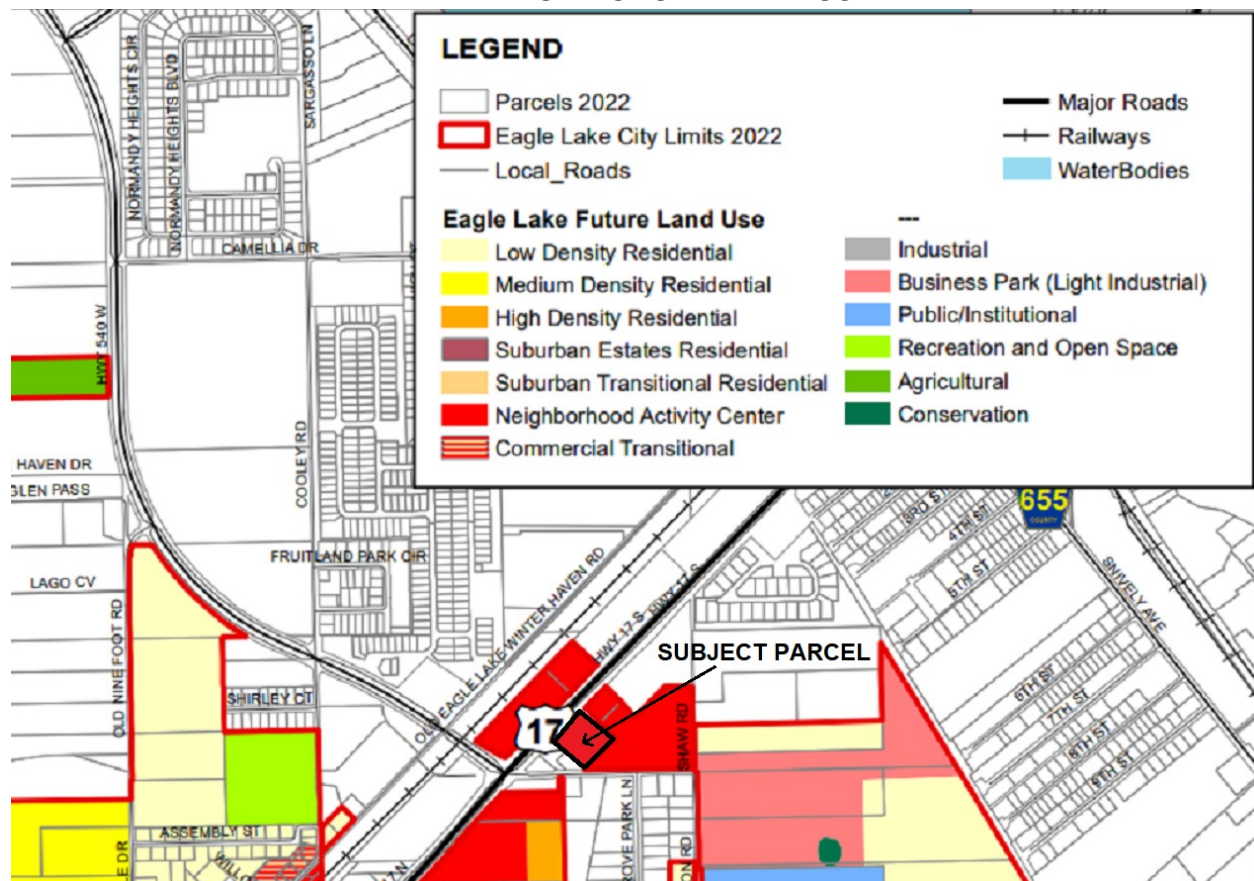




## EXHIBIT B – AERIAL PHOTOGRAPH



## EXHIBIT C – FUTURE LAND USE



## EXHIBIT D – LEGAL DESCRIPTION

Starting at the intersection of the South boundary of Lot 55 of Wahenta Farms Subdivision as recorded in Plat Book 1, Pages 82A and 82B of the Public Records of Polk County, Florida, and the Southeasterly R/W boundary of U.S. Highway 17, said point being 1,236.25 feet Westerly of the Southeast corner of said Lot 55 of Wahneta Farms Subdivision, run thence in a Northeasterly direction along the Southeasterly boundary of said U.S. Highway 17 for a distance of 350 feet for the point of beginning; run thence Northeasterly along said Southeasterly boundary of U.S. Highway 17 for a distance of 300 feet to a concrete marker, run thence Southeasterly on a line perpendicular to the Southeasterly boundary of said Highway 17 for a distance of 300 feet to a concrete marker, run thence Southwesterly along a line parallel to the Southeasterly boundary of said U.S. Highway 17 for a distance of 300 feet to a concrete marker, run thence Northwesterly along a line perpendicular to said Southeasterly boundary of U.S. Highway 17 for a distance of 300 feet to the point of beginning.

ORDINANCE NO.: O-22-12

AN ORDINANCE AMENDING THE CITY OF EAGLE LAKE, FLORIDA 2030 COMPREHENSIVE PLAN BY REVISING THE FUTURE LAND USE MAP SERIES TO ASSIGN NEIGHBORHOOD ACTIVITY CENTER FUTURE LAND USE TO ONE (1) ANNEXED PARCEL; AMENDING THE CITY OF EAGLE LAKE, FLORIDA ZONING MAP TO APPLY GENERAL COMMERCIAL (CG) ZONING TO THE SAME CERTAIN PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND, PROVIDING AN EFFECTIVE DATE. (General Location: One parcel of land totaling approximately 2.07 acres in size, lying southeast of U.S. Highway 17 and north of Cameron Road, with a street address of 11000 U.S. Highway 17, Eagle Lake, Florida 33839; A&E Auto Body, Inc. Property)

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, delegated the responsibility to local governmental units the power to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

**WHEREAS**, the City of Eagle Lake, Florida, pursuant to Section 163.3161, et. seq., Florida Statutes, the Community Planning Act, formerly the Florida Local Government Comprehensive Planning and Land Development Regulation Act, was required to prepare and adopt a comprehensive plan; and

**WHEREAS**, the City of Eagle Lake City Commission adopted the Eagle Lake 2030 Comprehensive Plan on April 18, 2011; and

**WHEREAS**, Chapter 163, Part II, Florida Statutes, the Community Planning Act, provides authority for local governments to amend their respective comprehensive plans and outlines certain procedures to amend adopted comprehensive plans; and

**WHEREAS**, the City of Eagle Lake received an application, dated June 28, 2022, for voluntary annexation of property described herein and attached as Exhibit A, pursuant to Section 171.044, Florida Statutes; and

**WHEREAS**, the City of Eagle Lake City Commission duly annexed the property described herein and identified as the amendment area into the corporate limits of the City of Eagle Lake on \_\_\_\_\_; and

**WHEREAS**, the City of Eagle Lake received an application dated June 28, 2022 to amend the City's 2030 Comprehensive Plan Future Land Use Map by assigning

Neighborhood Activity Center Future Land Use designation and the City's Zoning Map to assign General Commercial (CG) zoning to the property described herein; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, and Division VI of the Eagle Lake Land Development Code, after due public notice the City of Eagle Lake Planning Commission, as the "Local Planning Agency," held a public hearing on August 15, 2022 to consider making a recommendation to the City Commission regarding the application for an amendment to the Future Land Use Map and RG zoning; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Eagle Lake City Commission held a public hearing on \_\_\_\_\_ to consider the adoption of the proposed amendment to its Comprehensive Plan and Zoning Map; and

**WHEREAS**, the Eagle Lake City Commission considered all oral and written comments received during such public hearing, including the data and analysis provided for this amendment, and the recommendation of the Planning Commission.

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

#### **SECTION I. PURPOSE AND INTENT,**

This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the authority set out in the Community Planning Act, Chapter 163, Part II, Florida Statutes, as amended.

#### **SECTION II. FUTURE LAND USE MAP AMENDMENT.**

The City of Eagle Lake City Commission hereby adopts the following amendment to the Eagle Lake 2030 Comprehensive Plan Future Land Use Map Series, which will be updated consistent with the action of the Eagle Lake City Commission set forth in this Ordinance.

1. The Comprehensive Plan Amendment application request an amendment to the Future Land Use Map Series designated as the amendment area described herein and consisting of 2.07 +/- acres.
2. The amendment area is specifically described by a legal description and location map attached hereto as Exhibit "A" and includes the following Parcel Identification Numbers: 262906-672500-005501.
3. Prior to annexation by the amendment area was designated Residential Low (RL-1) on the Polk County Comprehensive Plan Future Land Use Map Series adopted by the Board of County Commissioners, Polk County, Florida.
4. Upon the legal effective date of this Ordinance, the Eagle Lake Future Land Use Map category for the amendment area will be designated as Neighborhood Activity Center as shown in Exhibit B, attached hereto Any future development of the



amendment area will be required to meet the standards of the Eagle Lake Comprehensive Plan.

**SECTION III. ZONING ASSIGNMENT.**

Upon the legally effective date of this Ordinance, the Zoning Classification for the amendment area will be designated as General Commercial (CG) as shown in Exhibit C, attached hereto, pursuant to the provisions of the Eagle Lake Land Development Code

**SECTION IV. CONFLICT WITH OTHER ORDINANCES OR CODES.**

All Ordinances or parts of Ordinances of the Code of Ordinances of Eagle Lake, Florida, in conflict with the provision of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION V. SEVERABILITY**

Should any word, phrase, sentence or section of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then such shall be severed from this Ordinance, and the remainder of the Ordinance shall remain in full force and effect.

**SECTION VI. EFFECTIVE DATE.**

This Ordinance shall become effective on the 31<sup>st</sup> day after its adoption by the Eagle Lake City Commission.

ADOPTED ON THIS \_\_\_\_\_.

EAGLE LAKE CITY COMMISSION:

ATTEST:

\_\_\_\_\_  
DAWN WRIGHT  
CITY CLERK

BY: \_\_\_\_\_  
CORY COLER, MAYOR

Approved as to Form:

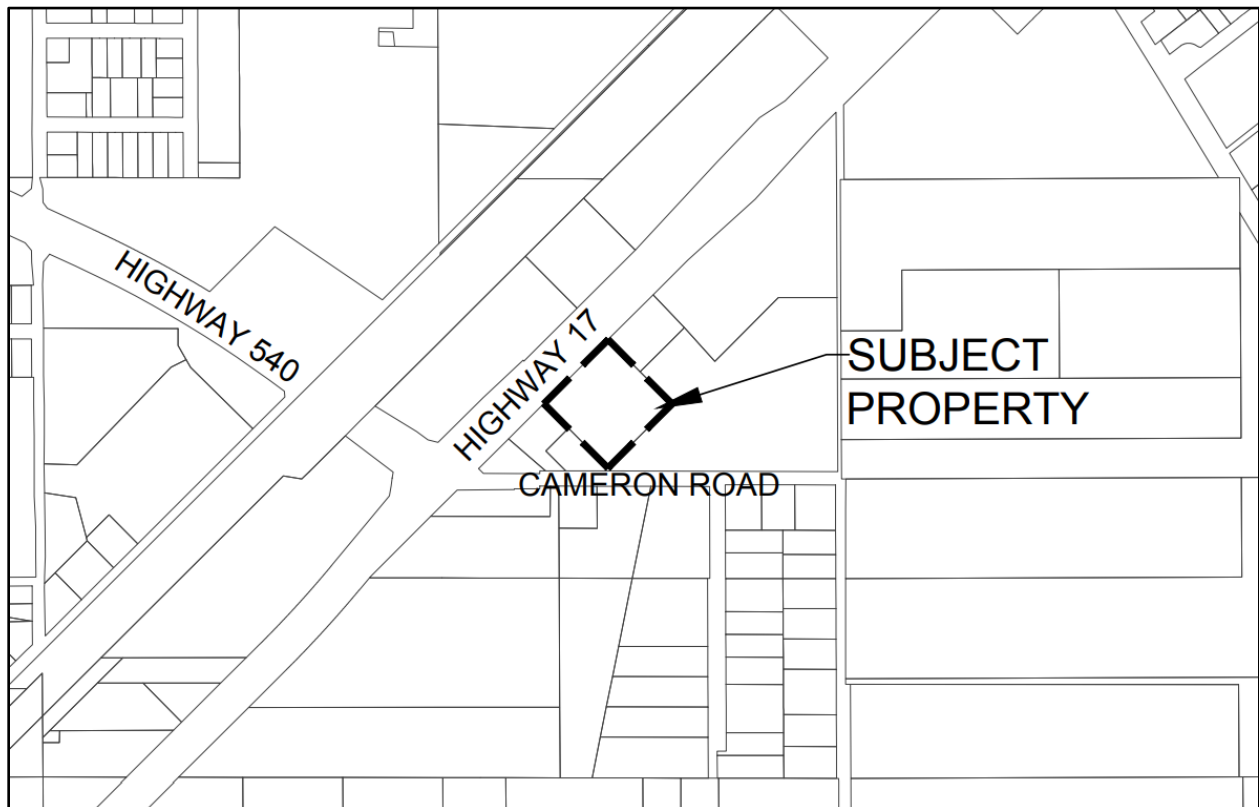
\_\_\_\_\_  
HEATHER R. MAXWELL, ESQ.  
CITY ATTORNEY

## EXHIBIT A – LEGAL DESCRIPTION AND LOCATION MAP

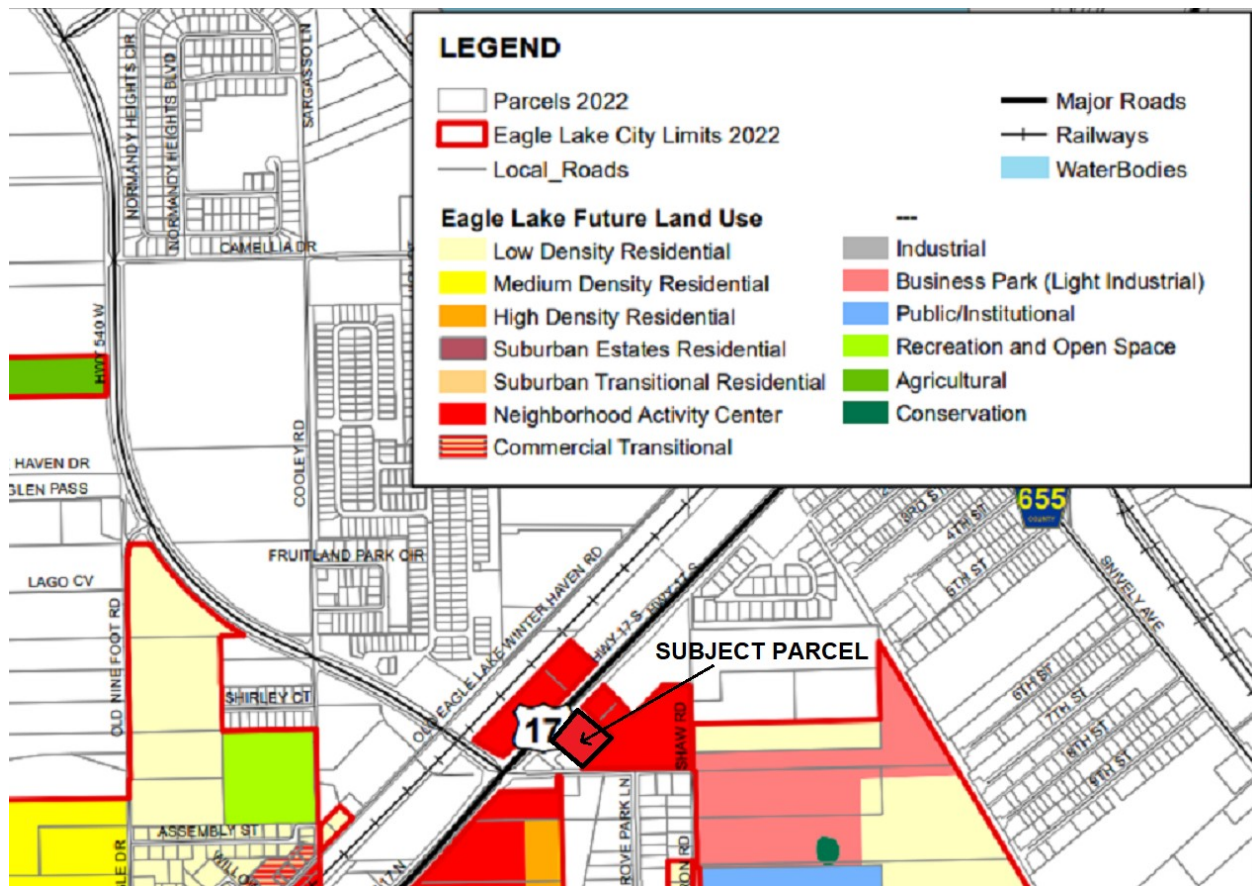
### LEGAL DESCRIPTION:

Starting at the intersection of the South boundary of Lot 55 of Wahenta Farms Subdivision as recorded in Plat Book 1, Pages 82A and 82B of the Public Records of Polk County, Florida, and the Southeasterly R/W boundary of U.S. Highway 17, said point being 1,236.25 feet Westerly of the Southeast corner of said Lot 55 of Wahenta Farms Subdivision, run thence in a Northeasterly direction along the Southeasterly boundary of said U.S. Highway 17 for a distance of 350 feet for the point of beginning; run thence Northeasterly along said Southeasterly boundary of U.S. Highway 17 for a distance of 300 feet to a concrete marker, run thence Southeasterly on a line perpendicular to the Southeasterly boundary of said Highway 17 for a distance of 300 feet to a concrete marker, run thence Southwesterly along a line parallel to the Southeasterly boundary of said U.S. Highway 17 for a distance of 300 feet to a concrete marker, run thence Northwesterly along a line perpendicular to said Southeasterly boundary of U.S. Highway 17 for a distance of 300 feet to the point of beginning.

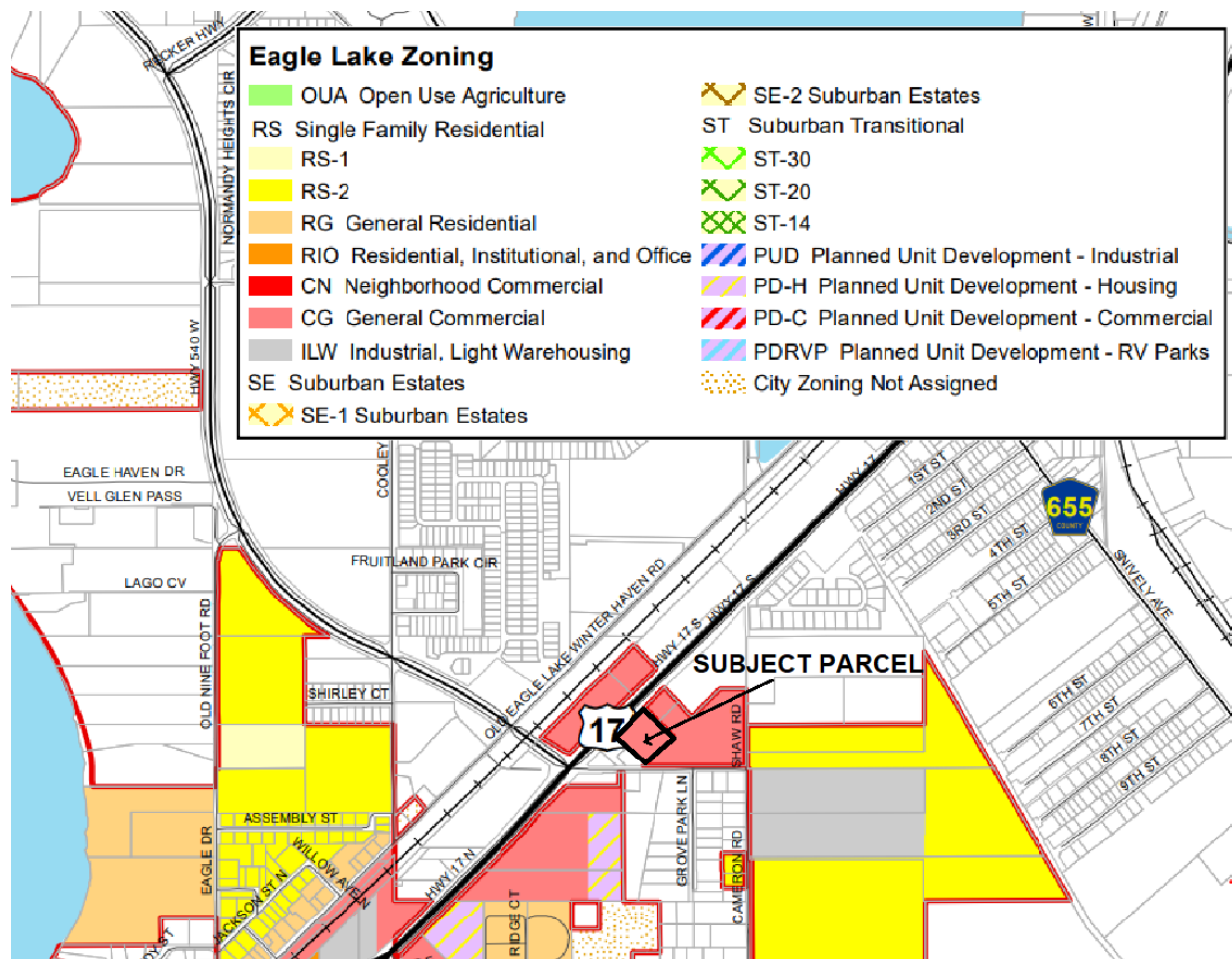
### LOCATION MAP:



## EXHIBIT B – FUTURE LAND USE MAP



## EXHIBIT C – ZONING MAP





TO: Tom Ernharth  
City of Eagle Lake  
P.O. Box 129  
Eagle Lake, FL 33839

DATE: June 28, 2022

PROJECT: A&E Plaza


RE: Land Use & Zoning

<u>COPIES</u>	<u>DATE</u>	<u>NO.</u>	<u>DESCRIPTION</u>
	6/22/2022	1022	Check in the amount of \$500 - Small-Scale Comprehensive Plan Amendment
	6/22/2022	1021	Check in the amount of \$750 – Zoning Amendment
			Comprehensive Plan Amendment/Zoning Application
			Letter of Authorization
			Impact Study
			Map Exhibits – Location, Topo, Land use, Soils, Aerial, FEMA, & Wetlands

<input checked="" type="checkbox"/> FOR YOUR APPROVAL	<input checked="" type="checkbox"/> FOR REVIEW AND COMMENT	<input checked="" type="checkbox"/> HAND DELIVERED	<input type="checkbox"/> OTHER
<input type="checkbox"/> FOR YOUR FILE	<input type="checkbox"/> FOR YOUR INFORMATION	<input type="checkbox"/> REGULAR MAIL	<input type="checkbox"/>
<input type="checkbox"/> FOR YOUR SIGNATURE	<input type="checkbox"/> PER YOUR REQUEST	<input type="checkbox"/> OVERNIGHT	<input type="checkbox"/>
<input type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> OTHER	<input type="checkbox"/> ELECTRONIC MAIL	

The enclosed application(s) is companion to request for Voluntary Annexation, submitted under separate cover.

COPY TO: A&E

SIGNED:   
Sarah Case

6700 S. FLORIDA AVENUE • SUITE 4 • LAKELAND, FL 33813  
www.NextLevelPolk.com



**COMPREHENSIVE PLAN AMENDMENT/ZONING  
CITY OF EAGLE LAKE**

**Date of Application:** June 2022

**Application:** CPA-large scale: CPA-small scale: COMM **Zoning:** CG

**City only:** Case number(s): **Date found complete:**

**Please include:**

1. Location map
2. Map showing property's Future Land Use designation and/or Zoning Map designation.
3. Existing Land Use Map
4. A copy in Microsoft Word of any documentation
5. If a Large Scale amendment, please include 14 copies of application and support materials.

**I. APPLICATION SUMMARY**

**A. Applicant's Name and Address:**

Sarah Case, Authorized Agent for A&E

Next Level Planning & Permitting

6700 South Florida Ave., Suite 4

Lakeland, FL 33813

Signature of Applicant: 

Telephone: 863.398.9651

**Name, Address, and Phone Number of Contact Person:**

(same)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Property Description**

1. Location (include location map and site map):

Please see attached Location Map

2. Total Site Acreage: 2.07

3. Current Land Utilization: Commerical Building

4. Parcel identification Number (Section, Township, Range, Subdivision and Parcel Number): 262906-672500-005501

**C. Land Use/Zoning Designation**

1. Existing Future Land Use Category: RL-1 (Polk County)

2. Requested Future Land Use Category: COMM

3. Current Zoning District(s):

CG

4. Requested Zoning District(s):

5. Is the property within the Area of Critical State Concern? No  
Please attach Green Swamp Impact Statement.

**II. PLANNING AND DEVELOPMENT DEPARTMENT REVIEW**

**A. Natural Features Analysis**

1. Topography: See attached Exhibit B - Topographical Map - Contours shown 140' Western P/L - 135' Eastern P/L

2. Soils: See attached Exhibit D - Soils Map depicting Soils #s 13, 14, 21, & 25

3. Vegetation: See attached Exhibit E - Aerial Map

4. Flood Prone Areas: See attached Exhibit F - FEMA Map; no Floodplain

5. Wetlands: See attached Exhibit G - Wetlands Map; no Wetlands

6. Wildlife Habitat: None



**B. Land Use Analysis**

1. **Current Future Land Use Development Potential:** RL-1 (Polk County) - 1 DU p/AC = 2 DU
2. **Proposed Future Land Use Development Potential:** COMMERCIAL
3. **Current Population Projection Yield:** 2.62 per capita @ 2 DU = 5 persons
4. **Proposed Population Projection Yield:** Non- Residential
5. **General Analysis:** \_\_\_\_\_  
**See Impact Study**

**C. Special Designated Areas Analysis**

N/A

1. **Special Management Area:** \_\_\_\_\_
2. **Aquatic Preserve:** \_\_\_\_\_
3. **Historic and/or Archaeological Preserves:** \_\_\_\_\_
4. **Air Installation Compatible Use Zones (AICUZ):** \_\_\_\_\_
5. **Historic Districts:** \_\_\_\_\_
6. **Coastal High Hazard Area (CHHA):** \_\_\_\_\_
7. **Groundwater Aquifer Recharge Area:** \_\_\_\_\_
8. **Wellhead Protection Zone:** \_\_\_\_\_

**D. Public Facilities and Services Analysis**

**1. Potable Water**

- a. **Provider:** City of Eagle Lake
- b. **Incremental Impact:** \_\_\_\_\_
- c. **Impact upon Level of Service (LOS):** \_\_\_\_\_

d. Improvements Needed: \_\_\_\_\_

2. **Sanitary Sewer**

a. Provider: City of Eagle Lake

b. Incremental Impact: \_\_\_\_\_

c. Impact upon Level of Service (LOS): \_\_\_\_\_

d. Improvements Needed: Connection to Forcemain (at Developer's expense)

3. **Traffic Circulation**

a. Provider: Existing Ingress/Egress to Hwy 17 N (FDOT)

b. Incremental Impact: \_\_\_\_\_

c. Impact upon Level of Service (LOS): \_\_\_\_\_

d. Improvements Needed: Potential Driveway improvement

4. **Mass Transit**

a. Service Provided to the Area: None Currently

b. Impact upon Level of Service (LOS): \_\_\_\_\_

c. Improvements Needed: \_\_\_\_\_

5. **Drainage**

a. Facilities Service Site: SWFWMD/FDOT

b. Impact upon Level of Service (LOS): 25 Yr./24-Hour Storm event w/Discharge; 100 Yr./24-Hour Storm event w/out discharge

c. Improvements Needed: On-Site Stormwater Retention (Owner's Expense) if building additions are proposed

6. **Recreation**

a. Incremental Impact: \_\_\_\_\_

b. Impact upon Level of Service (LOS): \_\_\_\_\_

c. Improvements Needed: \_\_\_\_\_

**7. Solid Waste**

a. Incremental Impact: \_\_\_\_\_

b. Impact upon Level of Service (LOS): \_\_\_\_\_

c. Improvements Needed: \_\_\_\_\_

**E. Please describe in detail the 2010 Comprehensive Plan compatibility and zoning compatibility.**

Please refer to attached Impact Study

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# NEXT LEVEL

PLANNING & PERMITTING

A&E PLAZA  
120002 US HIGHWAY 17 N, EAGLE LAKE, POLK COUNTY, FL

## LETTER OF AUTHORIZATION

Parcel 262906-672500-005501

I hereby authorize Sarah Case of Next Level Planning & Permitting to apply for and sign any necessary applications needed for the Annexation, Land Use, and Zoning process through the City of Eagle Lake, Polk County, Florida regarding the above referenced Property.

Signature

V. Z. Arrington  
A&E Auto Body Inc.

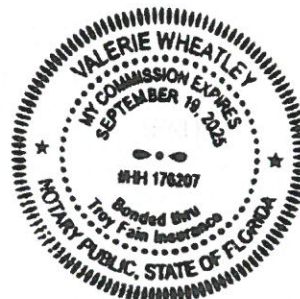
President.  
Title

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 27<sup>th</sup> day of June, 2022, by \_\_\_\_\_, who is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

Valerie Wheatley  
SIGNATURE OF NOTARY PUBLIC

Valerie Wheatley  
PRINTED NAME OF NOTARY PUBLIC STAMP & DATE



MY COMMISSION EXPIRES 09/19/2025



## IMPACT STUDY – A&E PLAZA

### **PROJECT SUMMARY**

A&E Plaza is an existing non-residential property within Unincorporated Polk County's jurisdiction that has RL Land Use designation. The owners purchased the property in January 2020 with the intent to open a commercial retail plaza, within the 4,800 SF +/- former veterinary clinic. Upon further due diligence, it was determined that the property has Residential designation and the appropriate course of action was to Annex into Eagle Lake and assign Commercial Land Use and Zoning. The subject parcel is 262906-672500-005501, approximately 2.07 Acres.

### ARTICLE 3: - REQUIRED INFORMATION—GENERAL Sec. 4.7.3.10. - Provisions.

1. Will the proposed change be contrary to the established land use pattern(s) in the surrounding area? If an incompatibility would be created between the proposed and existing land uses, describe the techniques and methods to be used to minimize such differences?

**The subject site is currently developed with a 4,800 SF single-story building formerly used as a veterinary clinic. For reasons unknown, when the County assigned Land Use via The Comprehensive Plan in 1991, the site was not recognized as Commercial and was designated Residential Low (RL-1.) Given the location of the property along the US Highway 17 corridor, adjacent to Commercial to the Southwest (existing A&E Autobody) and its proximity to a signalized intersection with a gas station/convenience store, the request for Commercial is not incompatible.**

2. Describe how the proposed development would be consistent with the city comprehensive plan in relation to land use, transportation, recreation, utilities, and all related plan elements.

### **Consistency with City Comprehensive Plan:**

#### **FUTURE LAND USE ELEMENT**

**Policy 1.1 (d) - Application is compatible with surrounding land uses**

**Policy 1.2 (1-11) – Application demonstrates compliance with the eleven provisions stated**

**Policy 1.3 – Application is the most reasonable revision to the Future Land Use map for both Polk County, and the City of Eagle Lake**

**Policy 1.4 – Once assigned Commercial the subject site can expand; add additional buildings, which will require management of stormwater**

runoff that was not a requirement when the existing commercial structure was built in 1975

**Policy 2.1 (8) - requested classification is Commercial Transitional without the Residential component**

**Policy 2.9 – implementing Community Redevelopment Area with transit oriented design**

**Policy 4.11 – Mixed Land Uses and intensities along the US 17 Corridor**

**Policy 9.1 & 9.2 – Application is not encouraging urban sprawl**

**Policy 12.2 – Application encourages compatibility between adjacent land uses**

**Policy 13.1 -proposed Commercial along highway corridors with emphasis on compatibility**

#### **TRANSPORTATION ELEMENT**

Subject site has direct frontage onto US Hwy 17 N, a DOT principal arterial roadway. Site improvements will be required to comply with the FDOT's requirements for safe and efficient access & drainage.

#### **INFRASTRUCTURE ELEMENT**

Level of Service Standards implementing Potable Water Sanitary Sewer, Solid Waste, and Drainage Facilities will be reviewed for any site improvements

3. What changed or changing conditions in the area make the approval of this petition necessary?

**The area is non-residential in character, and could arguably have had a mapping error implemented by the County through the Comprehensive Plan Land Use assignment of Residential Low. The specific area is not changing; Commercial Land Use and Zoning is appropriate for the subject property.**

4. Describe why the site is suitable for the intended uses.

**The subject site is suitable for Commercial designation, as the existing structure on site was constructed in 1975, as a non-residential use. Additionally, the surrounding uses are non-residential.**

5. Describe the site and list all land uses (by area calculations) and structures existing on and adjacent to the site as of the petition date and how the proposed action is compatible or will be made compatible with such uses.



The subject site is comprised of one (1) parcel, totaling approximately 2.07 acres. There is one non-residential building on-site, a 4,800 S +/- building constructed in 1975. The subject site is underdeveloped. Expansion of the site in the future will be compatible with the existing adjacent uses, as opposed to developing the site under Polk County's jurisdiction as a residential development.

6. Will the proposed development materially alter the population density of the area and thereby increase the demand on public facilities, i.e. schools, parks, sewers, water, and similar public services?

**There will be no additional demand for the above-mentioned public facilities however, the subject property is situated for additional development with adequate services for the proposed impact.**

7. Will the proposed development adversely affect property values of adjacent property?

**Due to the location of the subject site along the US Hwy 17 corridor, and adjacent to other commercial uses, property values will not be adversely effected. Studies have shown that new construction provides an increase in value to adjacent existing properties.**

8. Will the proposed development create environmental problems? How will the proposed development take into account the natural features of the site, such as topography, wetlands, and similar conditions and what steps will be taken to protect these features?

**Please refer to Map Exhibits provided with this Impact Study. There are no environmentally sensitive areas within the subject site.**

9. Will the proposed development encroach on or disturb rare, endangered, threatened, and special concern species wildlife habitat? What steps will be taken to protect these habitats?

**No impact to threatened and endangered species or habitats is proposed.**

10. Will the proposed development create or excessively increase traffic congestion or otherwise affect public safety? A traffic analysis shall be required which addresses the impact of the proposed action on all roads?

**The subject application is to annex and assign Commercial designation for a site that has historically operated as a non-residential property. Should the property add future improvements, all requirements for development will be met.**

11. Will the proposed development adversely impact quality of life conditions on adjoining properties or within the neighborhood?

**No adverse impacts are proposed to surrounding neighborhoods.**

12. If the proposed development is located in an area presently undeveloped, describe how the proposed development may or may not influence future land uses in the area.

**The subject property is currently developed with one structure, and is situated around commercially designated properties. The site has potential for additional development. Should the property add additional structures, the site will be consistent with the character of surrounding uses.**

13. Describe the availability and suitability of other sites within the city suitable for the type of development proposed on land already zoned for such use(s)?

**This site is unique due to the County assigning Residential Land Use to an existing Commercial operation. The subject request is for the City of Eagle Lake to recognize the historical use of the site.**

#### ARTICLE 4: - REQUIRED INFORMATION—SPECIFIC

##### Sec. 4.7.4.10. – Land use.

1. Describe each of the proposed land uses and identify the following where applicable:



- A. The density, typical floor areas, and type and number of residential dwelling units;

**Commercial Lot Coverage maximum is 40% (LDR)**

**Floor Area Ratio (FAR) is 1.0**

**Site is 2.07 AC = 90,169 SF x .40 = 36,068 SF Max Lot Coverage**

**Existing 4,800 SF Building; remaining Lot Coverage potential 31,268 SF**

- B. Types of commercial, industrial, or other land uses proposed for the development;

**Miscellaneous Commercial uses i.e., retail sales, professional offices, medical related offices, indoor storage (NOT self-storage or mini-storage)**

- C. The customer service base and service area for intended commercial and/or industrial land uses;

**County wide**

- D. The gross land area proposed for each type of use, including parking, open space, recreation, and the gross areas of pervious and impervious surfaces, including structures, for the site.

**Subject site will be limited to a total footprint of 36,068 SF however could yield a 1.0 FAR = 90,169 SF if vertical, multi-story. Currently, only the existing 4,800 SF building is being addressed.**

#### Sec. 4.7.4.20. - Population.

1. The anticipated population to be generated by the proposed action.

**Application is to recognize the existing non-residential nature of an existing site/building. No additional population projected.**

2. Calculate the projected permanent and seasonal population of the proposed development and/or the population generated in the case of commercial or industrial land uses.

**No seasonal population is proposed with this development.**

3. If the proposed development is a commercial or industrial use, describe the employment characteristics, including the anticipated number of employees, type of job skills or training required for the new jobs, percentage of local people that will be employed and/or will be brought in from other locations, number of shifts per day, and peak shift employees.

**Depending on the end-users. Owner anticipates leasing existing building as several different suites, subject to allowable uses within the Commercial General Zoning designation.**

4. Describe the demographic composition of any additional population generated as a result of the proposed development.

**No additional population projected; future uses will be to meet the needs of a typical consumer.**

Sec. 4.7.4.30. - Streets and access.

1. Estimate the number of vehicle trips per day based upon the Institute of Transportation Engineers Trip Generation Manual (most current edition) expected to be generated and for the peak hour(s), for all streets impacted by the development. Establish background traffic counts and determine the impact on those streets affected by the proposed development. Provide a trip distribution model and traffic analysis prepared by a licensed traffic engineer, subject to approval by the administrative official as to the methodology.

**Average Annual Daily Trips anticipated for General (Multi-Tenant) Office (ITE Land Use Code 710) is:**

**11.03 AADT per 1,000 SF and 1.49 PM Peak Hour Trips per 1,000 sf**

**[EXISTING 4,800 SF Building]**

**$4.8 \times 11.03 = 52.94$  Use 53 AADT**

**PM Peak Hour trips =  $1.49 \times 4.8 = 7.15$  Use 7 PM Peak Hour Trips**

2. Describe what modifications would be required of the present transportation system (streets) of the city, county, and/or state to meet the needs of the proposed development.

**US Highway 17 is a State Principal Arterial. Future development of the subject site would require compliance with all applicable regulations.**

3. Describe the off street parking facilities to be used and the total number of spaces required for the proposed development.

**Typically, one space per 300 SF or for the existing 4,800 SF building – 16 parking spaces.**



4. Describe the methods to be utilized for provision of ingress and egress to the site.

**Existing Ingress/egress is via US HWY 17 N, a divided highway via a right in/right out. Vehicles will be required to exit the site heading North.**

5. Describe the walkway or other systems planned for accommodating pedestrian traffic.

**Sidewalks are existing along the US Highway 17 N corridor.**

Sec. 4.7.4.40. - Site conditions, surface and stormwater management, wildlife habitat.

1. Describe the impact the proposed development will have on surface and stormwater management, including methods to be utilized to control off-site discharges and surface runoff.

**Future development of the subject site would require compliance with all applicable regulations.**

2. Describe any alteration of the site's natural drainage features or systems that would be necessary for the proposed development.

**The site's natural drainage pattern is from Southwest to Northeast.**

**Future development on site will require stormwater treatment permitted through SWFWMD and FDOT.**

3. Describe the local aquifer recharge system, groundwater conditions, well cones of influence, and any changes to these water supplies which would result from the proposed development.

**No changes are anticipated.**

4. Identify all rare, endangered, threatened, and special concern species of wildlife and their habitats found on the site. Describe the impact of the proposed development on this wildlife and the proposed mitigation of these impacts.

**There are no threatened or endangered species on site.**

Sec. 4.7.4.50. - Potable water, waste water, solid waste, and recreation. **[Note: Demand Ratios sourced from the City of Lakeland Concurrency Determination]**

1. Indicate the location of the nearest city water supply that will serve the proposed development, size of line, length of extensions required, number of equivalent residential units or customers to be served, estimated gallons per day required, and impact and connection fees to be paid to the city.

**Non-Residential Uses – Potable Water - 315 gallons per day per 2,000 SF**

**4,800 SF Building =  $4800/2000 = 2.4$  –  $2.4 \times 315 \text{ GPD} = 756 \text{ GPD}$  estimated water generation**

2. Indicate the location of the nearest city sewer main that will serve the proposed development, size of line, length of extensions required, number of units or customers to be served, estimated gallons per day to be generated, and impact and connection fees to be paid to the city.

**Non-Residential Uses - Wastewater – 85% of potable water GPD demand**

**$756 \times 0.85 = 643 \text{ GPD}$  estimated wastewater generation**

3. Calculate the solid waste volume anticipated to be generated in pounds per capita per day or tons per day, as a result of the proposed development. If contract services are to be considered, identify the solid waste disposal site and the entity responsible for collection and disposal.

**Solid Waste = 11 pounds per day per 2,000 SF**

**$2.4 \times 11 = 26.4$  pounds per day estimated solid waste generation**

Sec. 4.7.4.60. - Level of services.

Calculate the number of users as a result of the proposed development, on the following. Use the LOS standards contained in the concurrency management system (division IX, appendix B of the land development regulations) as the basis for calculations.

1. Recreation; **non-residential**
2. Educational facilities **non-residential**
3. Health care; Winter Haven Hospital – 12 Minutes, 3.9 miles
4. Fire protection; Polk County Fire Rescue 17 station – 3 min – 1.1 miles



5. Police protection; Polk County Sheriff's Office – 9 min 5.3 miles
6. Electric power, gas, and phone. City of Bartow Electric – 8 min 4.2 miles, Gas Services, Inc. – 7 min 3.5 miles

Sec. 4.7.4.70. - Taxes.

Calculate the estimated ad valorem tax yield to the city government, school board, and any special taxing districts that levy taxes on the property, for the next five years.

**According to the Property Appraiser's assessment, the subject property at 11000 Highway 17 the 2021 taxable value was \$42,897. Annexing into the City limits of Eagle Lake at a tax rate of 7.651600 will levy an additional tax of \$328.23 annually.**

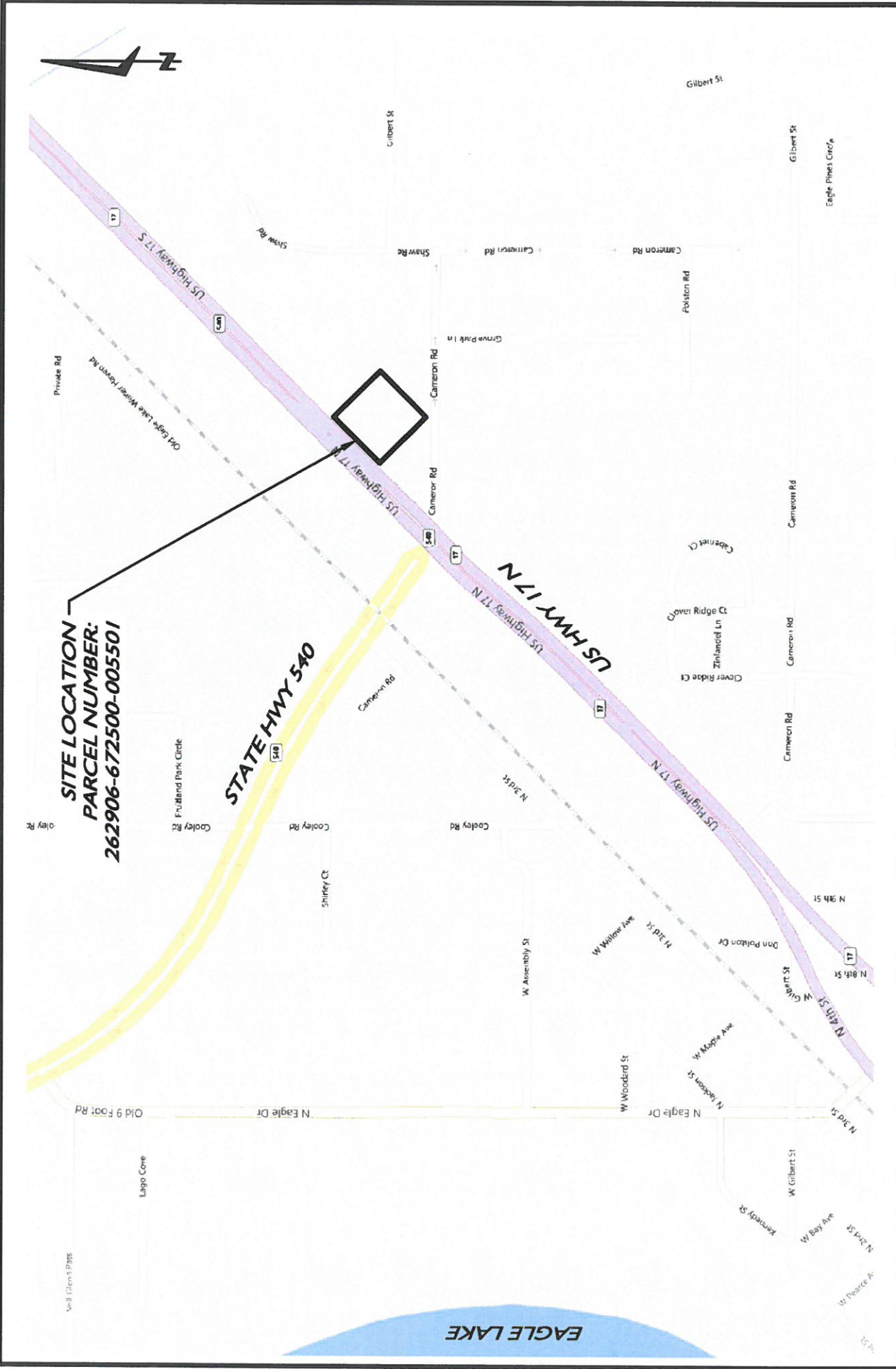
Sec. 4.7.4.80. - Required exhibits and maps.

**PLEASE SEE ATTACHED EXHIBITS**

Exhibits and maps shall be of sufficient size and type to facilitate understanding of the components of the proposed development. The scale shall be dependent upon the specific application and the applicable requirements detailed in the land development regulations. Dates of preparation and any amendments shall be noted on all exhibits and maps. The following exhibits and maps shall be provided as a part of all impact statements:

1. A location map showing the proposed development in relationship to streets, community facilities, schools, and natural features of the area such as lakes and drainage ways.
2. A topographic map with contour intervals meeting the requirements as spelled out for the particular petition and delineation of areas of special flood hazard (100-year flood plain) as identified on the flood insurance rate maps (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the city or for Polk County in the case of annexation.
3. An existing land use and zoning map of the site and the abutting properties.

4. A soils map with the accompanying soils classifications as provided by the Soils Conservation Service. If other sources are utilized for this information, such data and maps shall be fully explained and interpreted.
5. A traffic circulation map identifying existing streets on or adjacent to the proposed development site, identifying them by name,
6. maintenance responsibility, pavement width, and right-of-way dimensions.
7. A site plan meeting the requirements of the specific petition but in any case showing at a minimum the proposed land uses, type, and maximum density for each residential area, typical minimum lot sizes and dimensions for each use and unit by type, dimensions of buffers, easements, open space areas, parking and loading areas, setbacks, and circulation routes.
8. A drainage plan showing existing and proposed drainage areas, water retention sites, structures, easements, canals, wetlands, water courses, and any other drainage features that may be necessary for the proposed development.

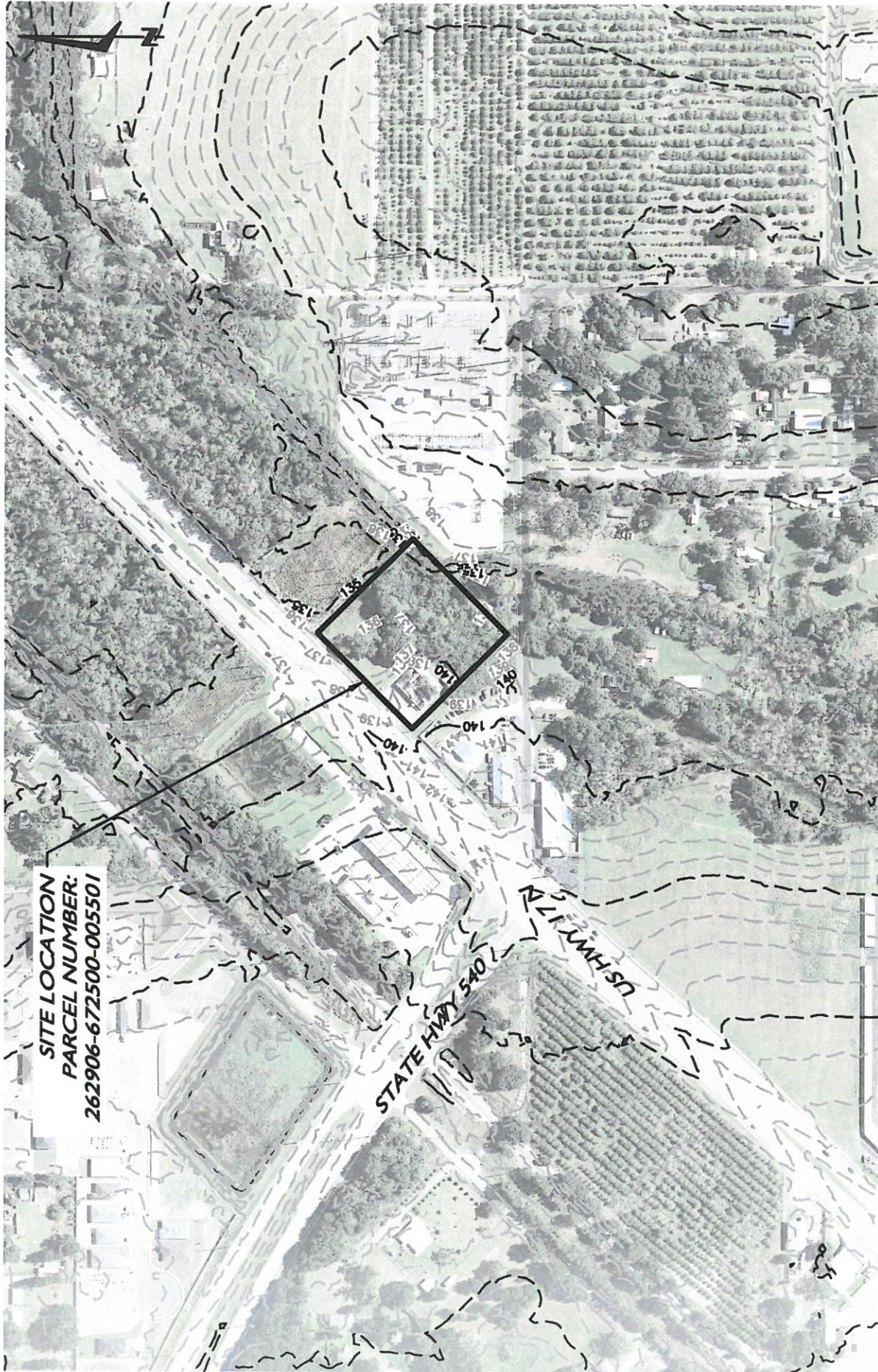


# EXHIBIT A LOCATION MAP



**A&E PLAZA  
EAGLE LAKE, FL**

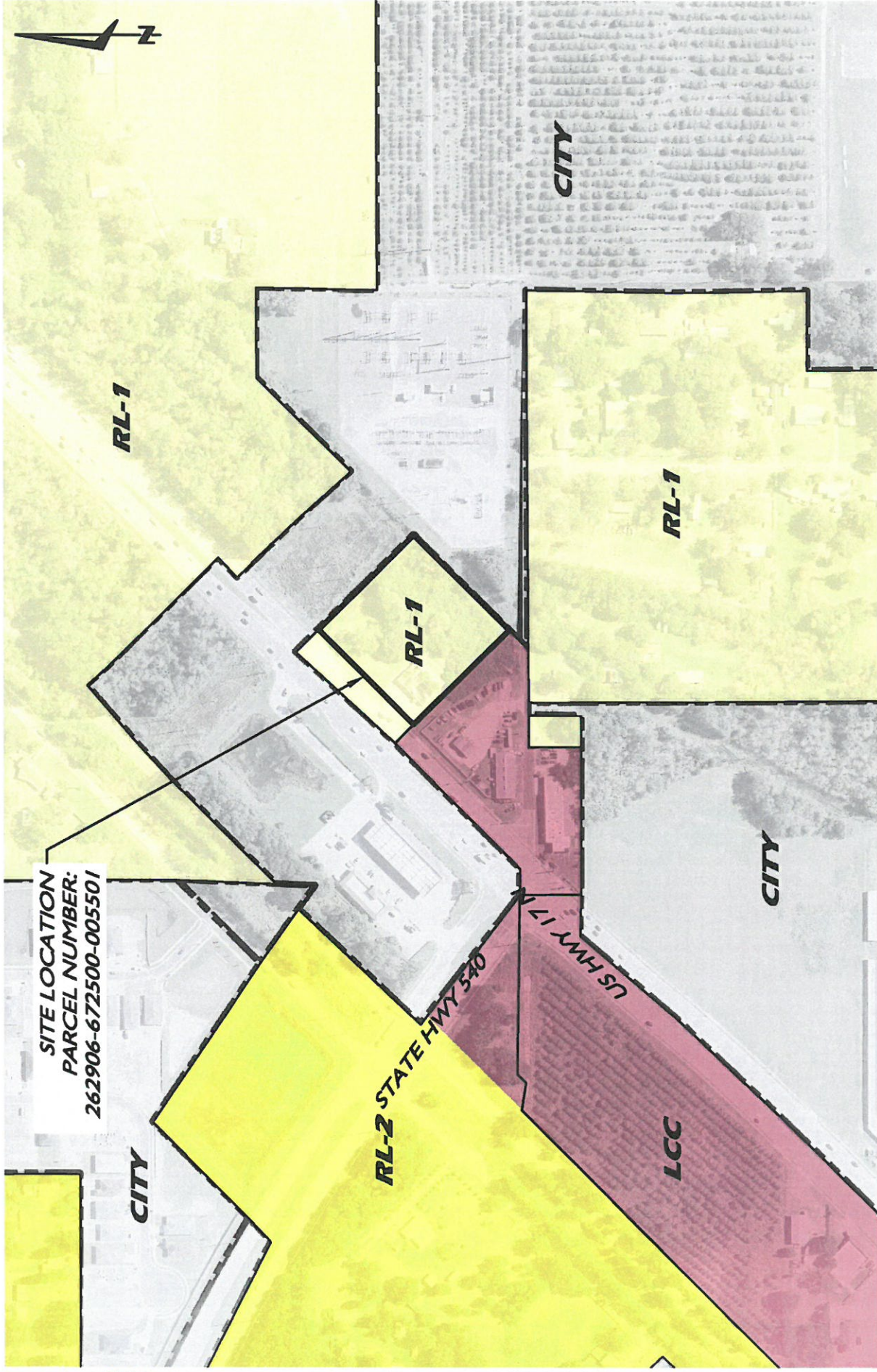




# EXHIBIT B TOPOGRAPHICAL MAP

**A&E PLAZA  
EAGLE LAKE, FL**



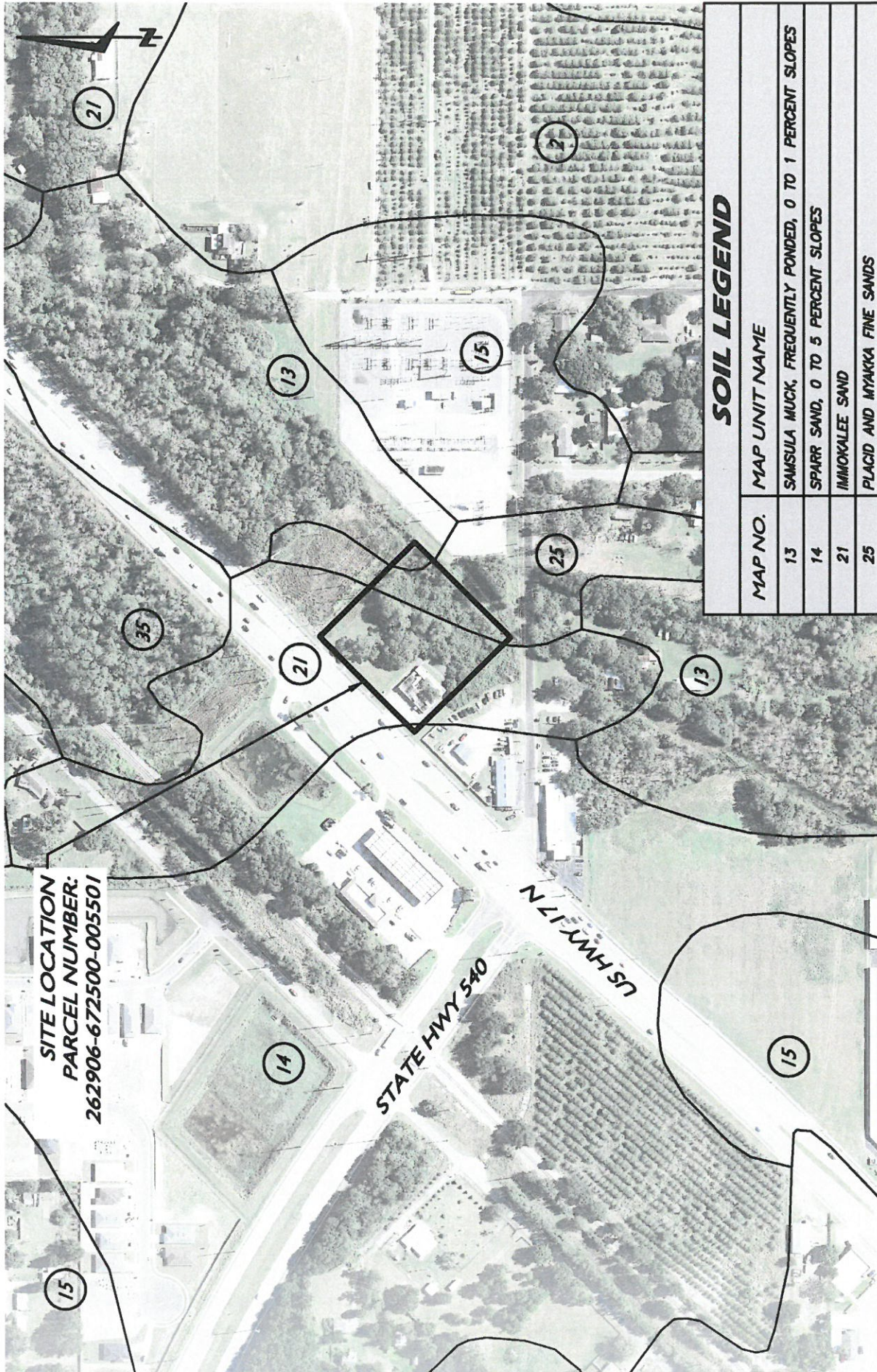


# **EXHIBIT C**

## **LAND USE MAP**

**A&E PLAZA**  
**EAGLE LAKE, FL**





SITE LOCATION  
PARCEL NUMBER:  
262906-672500-005501

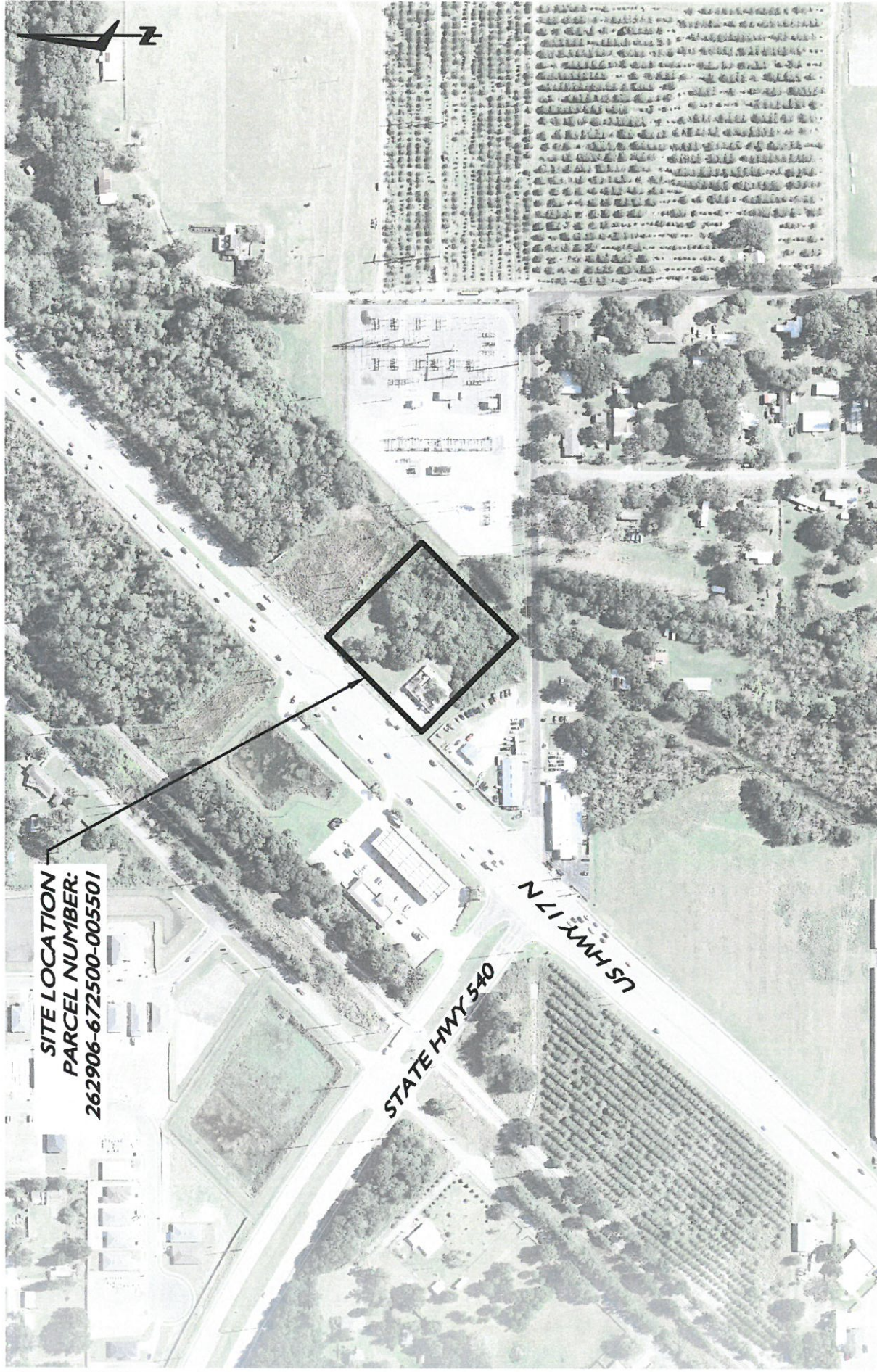
### SOIL LEGEND

MAP NO.	MAP UNIT NAME
13	SAMSULA MUCK, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
14	SPARR SAND, 0 TO 5 PERCENT SLOPES
21	IMMOKALEE SAND
25	PLACID AND MYAKKA FINE SANDS

## EXHIBIT D SOILS MAP

## A&E PLAZA EAGLE LAKE, FL





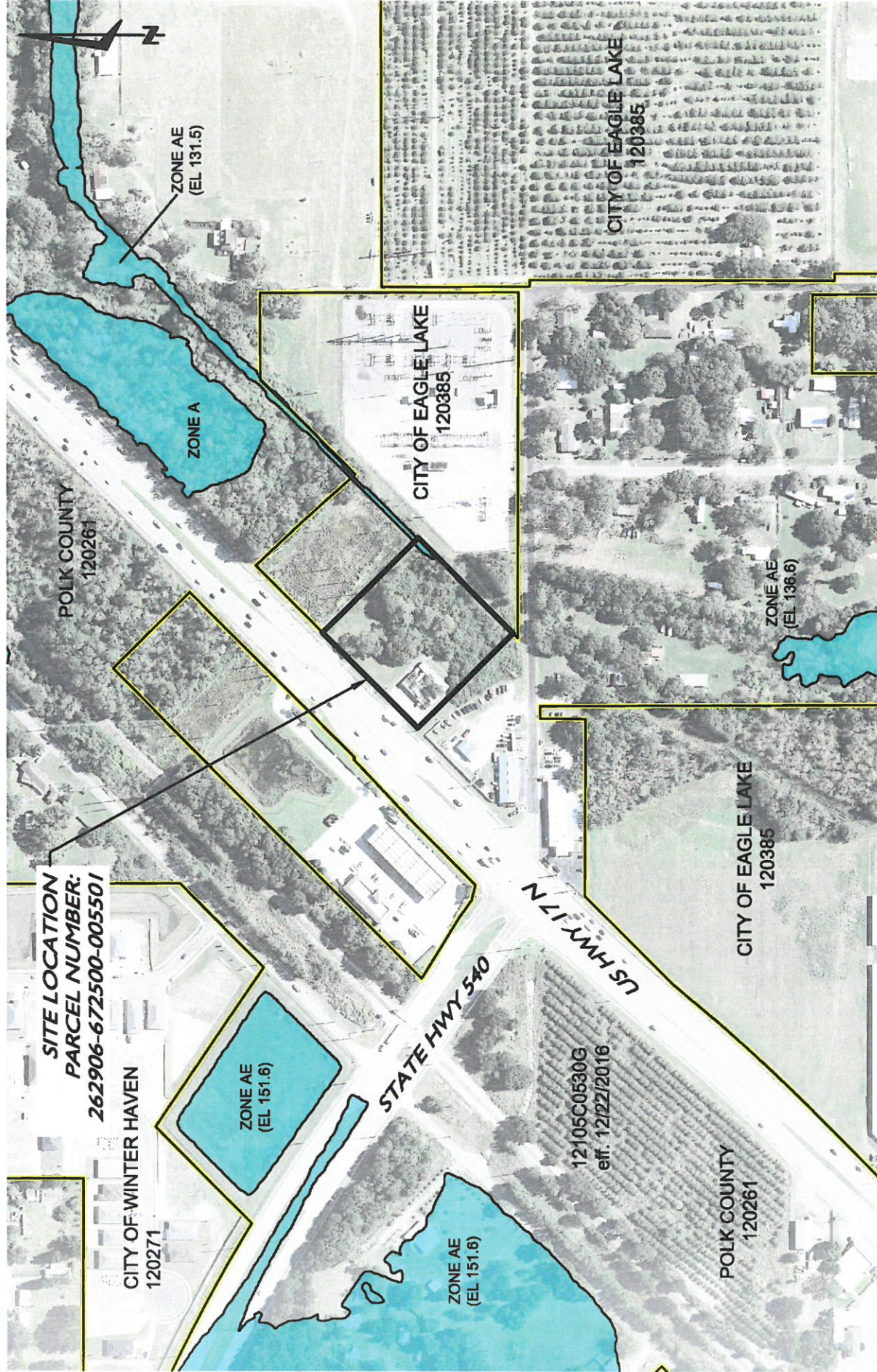
SITE LOCATION  
PARCEL NUMBER:  
262906-672500-005501

STATE HWY 540  
US HWY 17N

# EXHIBIT E AERIAL MAP

## A&E PLAZA EAGLE LAKE, FL

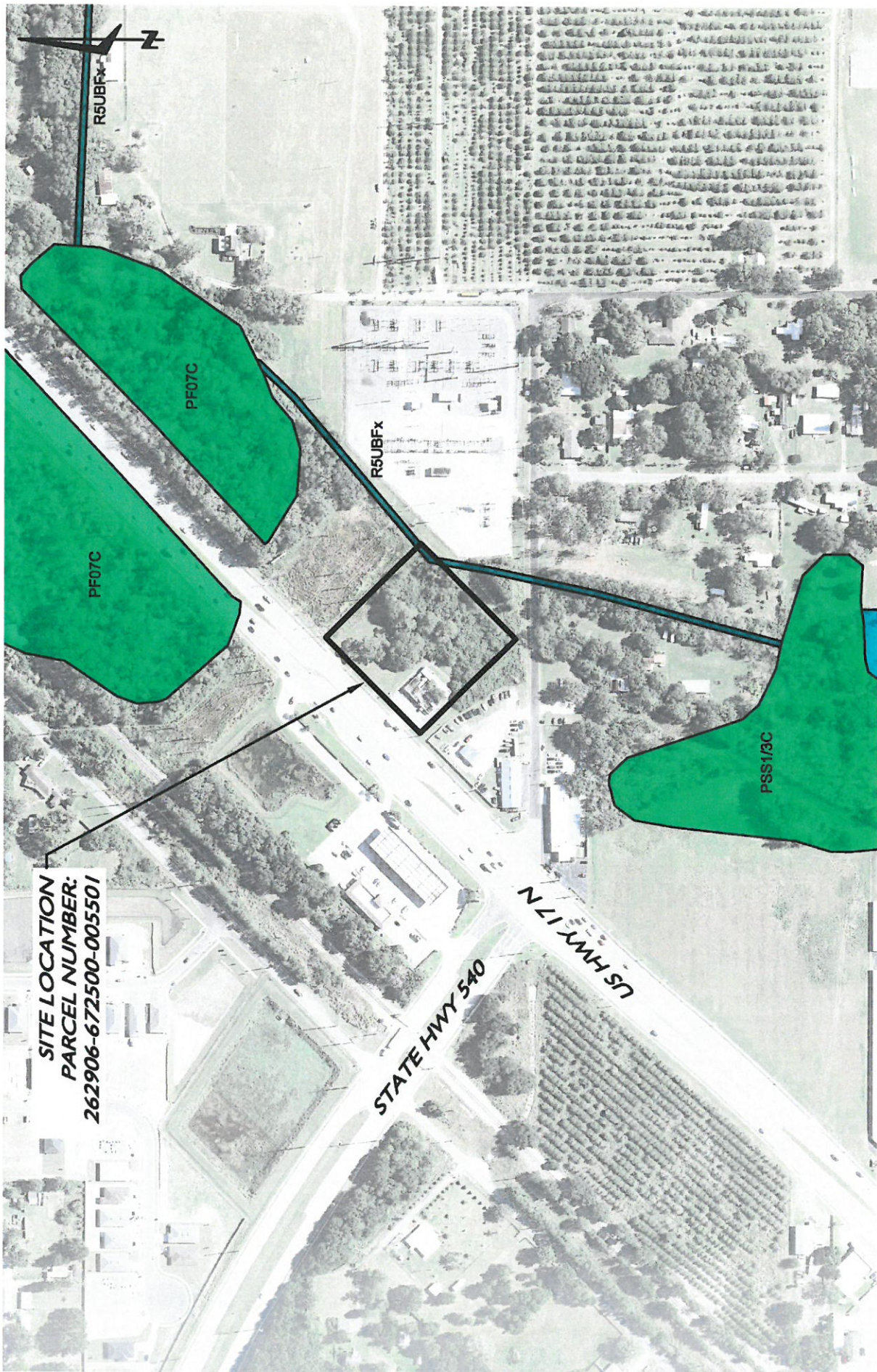




# EXHIBIT F F.E.M.A. MAP

## A&E PLAZA EAGLE LAKE, FL





**EXHIBIT G**  
**WETLANDS MAP**

**A&E PLAZA**  
**EAGLE LAKE, FL**



AGREEMENT BETWEEN  
POLK REGIONAL WATER COOPERATIVE  
AND  
CITY OF EAGLE LAKE  
POLK REGIONAL WATER COOPERATIVE  
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This AGREEMENT effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and City of Eagle Lake, a municipality of the State of Florida, having an address of 75 N 7<sup>th</sup> St; PO Box 129 Eagle Lake, FL 33839, hereinafter referred to as the "Member."

WITNESSETH:

**WHEREAS**, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest;

**WHEREAS**, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

**WHEREAS**, FDEP and PRWC have entered into grant agreement number LPA0212 (Grant Agreement), a copy of which attached hereto as **Exhibit A**, for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

**WHEREAS** the Grant Agreement identifies **City of Eagle Lake Wastewater Pump Station Replacements Project** as one component of the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project, including Pre-Construction Activities, Bidding and Contractor Selection, and Construction for Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project (Project)

as described in Attachment 3 to the Grant Agreement;

**WHEREAS**, the estimated portion of funds allocated for the Project under the Grant Agreement is \$900,000 (Project Grant Funding Amount);

**WHEREAS**, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Project; and

**WHEREAS**, in order to facilitate the implementation of the Project, PRWC and Member wish enter this Agreement to provide for utilization of funds allocated in the Grant Agreement for the Project, and for Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Project.

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Agreement defines the duties and obligations of the Parties with respect to implementation of the Grant Agreement.

3. **DUTIES AND OBLIGATIONS.**

3.1. The Parties agree to coordinate regarding implementation of the Project in accordance with the requirements of the Grant Agreement.

3.2. The Parties agree that this Agreement does not obligate PRWC to provide funding or other material support to the Member or for the Project beyond that provided for in the Grant Agreement.

3.3. Member acknowledges that the Grant Agreement and this Agreement do not entitle the Member to the disbursement of any funds pursuant to the Grant Agreement. Member acknowledges that the Grant Agreement provides an undivided grant of funding to PRWC for six identified projects under development by PRWC and/or its members, subject to the terms of the Grant Agreement. The Parties acknowledge that the Project Grant Funding Amount is an estimate of the funding allocation available for the Project, and that actual disbursement of funds will be equal to actual eligible project costs under the Grant Agreement, not to exceed the Project Grant Funding Amount, without prior authorization by PRWC.

3.4. Member agrees that it will be subject to all requirements, obligations, and representations of the Grant Agreement to the same extent that those requirements are applicable to PRWC with regard to the Project. These requirements include, but are not limited to, the rendering of services or other units of deliverables as set forth in

Attachment 3 to the Grant Agreement (the Grant Work Plan), and performance of all terms and conditions set forth in the Grant Agreement, including all attachments and exhibits incorporated by the Grant Agreement, the preparation of required status reports regarding the Project, the maintenance of insurance coverage, and record keeping and audit obligations of the Grant Agreement.

3.5. Member warrants that it shall comply with and be bound by the performance measures to which PRWC is subject to under the Grant Agreement with regard to the Project, including but not limited to those specified in paragraph 5. of the Grant Agreement.

3.6. Member agrees to work diligently to correct all deficiencies in deliverables as required under the Grant Agreement with regard to the Project, within a reasonable time and at Member's expense.

3.7. The Parties agree to the following procedure for seeking and obtaining reimbursement for costs associated with the Project pursuant to the Grant Agreement:

- a. For any costs associated with the Project for which Member wishes to seek reimbursement of funds pursuant to and in accordance with the Grant Agreement, Member shall submit in writing to PRWC all documentation and any other information necessary for the funds to be disbursed to PRWC in accordance with the requirements of the Grant Agreement.
- b. As grantee under the Grant Agreement PRWC shall review the documentation and information provided by the Member, and if determined to be consistent with the requirements of the Grant Agreement, shall timely submit such information to FDEP consistent with the requirements of the Grant Agreement.
- c. In the event additional deliverable information or documentation is required by FDEP in accordance with the Grant Agreement, PRWC shall coordinate with Member, however it shall be the Member's sole responsibility to address any additional deliverable information or documentation requirement specified by FDEP in the event the deliverable is rejected.
- d. Upon approval of a deliverable and payment by FDEP to PRWC for the Project pursuant to the Grant Agreement, PRWC shall in turn transfer the provided grant funding to the Member.
- e. In the event refund of payments is required pursuant to the Grant Agreement, Member shall transfer such refund amounts to PRWC, who shall then in turn transfer such refund amount to FDEP.

4. **MODIFICATION.** This Agreement may be modified or amended only if the



Parties agree. All modifications or amendments must be in writing signed by all the Parties. In the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend this Agreement to be consistent with the amendment to the Grant Agreement.

5. **TERM.** The term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue through the term of the Grant Agreement. The Effective Date of this Agreement is the date the last Party executes the Agreement. Immediately upon executing the Agreement, a Party shall notify the other Parties of this fact.

6. **NOTICES.** All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

For the PRWC:

Eric DeHaven  
PRWC Executive Director  
330 W. Church Street  
PO Box 9005, Drawer CA-01  
Bartow, FL 33831-9005

For Eagle Lake:

Thomas Ernharth  
City Manager  
City of Eagle Lake  
75 N 7<sup>th</sup> St.  
PO Box 129  
Eagle Lake, FL 33839

7. **LIMITATION OF LIABILITY.** In no event shall any Party be liable to the other Party or to anyone claiming for, by, or through a Party, to include, but not limited, to a participant or contractor, for indirect, incidental, consequential, special exemplary, or punitive damages of any kind or nature whatsoever, including loss of profit, whether foreseeable or not, arising out of or resulting from nonperformance or breach of this Agreement by a Party whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

8. **ATTORNEY'S FEES AND COSTS.** Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

9. **GOVERNING LAW; VENUE.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

10. **WAIVER.** No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

12. **INDEMNIFICATION.** Member shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless PRWC and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Member, its agents, employees, partners, or subcontractors; provided, however, that Member shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of PRWC;

ii. the Member's breach of this Agreement or the negligent acts or omissions of Member.

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

13. **AMBIGUITY.** The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

14. **PUBLIC RECORDS.** Should any Party assert any exemption to, or

inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

15. **INTERLOCAL AGREEMENT; FILING.** This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be recorded in the public records of Polk County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Parties.

\_\_\_\_\_  
MAYOR CORY COLER

ATTEST:

\_\_\_\_\_  
CITY CLERK DAWN M. WRIGHT

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY HEATHER R. MAXWELL

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

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

1. Project Title (Project): <b>Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability</b>		Agreement Number: <b>LPA0212</b>	
2. Parties <b>State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000</b>		(Department)	
Grantee Name: <b>Polk Regional Water Cooperative</b>		Entity Type: <b>Local Government</b>	
Grantee Address: <b>300 W. Church Street, Bartow, FL 33831-9005</b>		FEID: <b>81-3584103</b> (Grantee)	
3. Agreement Begin Date: <b>Upon Execution</b>		Date of Expiration: <b>December 31, 2023</b>	
4. Project Number: (If different from Agreement Number)		Project Location(s): <b>Lat/Long (28.0439, -81.957)</b>	
Project Description: <b>The Grantee (PRWC) will complete several projects that are a part of the Heartland Headwaters Protection and Sustainability Act, and that are needed to protect and restore the region's water sources.</b>			
5. Total Amount of Funding: <b>\$7,000,000.00</b>	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA Line Item 1607A, FY21-22, GR</b>	<b>\$7,000,000.00</b>
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA Line Item 1657A, FY19-20, GR</b>	<b>\$122,052.00</b>
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$7,122,052.00</b>
6. Department's Grant Manager Name: <b>Gabby Vega-Molnar</b> or successor		Grantee's Grant Manager Name: <b>Charles Richards</b> or successor	
Address: <b>3900 Commonwealth Blvd. MS 3602 Tallahassee, FL 32399</b>		Address: <b>PO Box 9005 Drawer CA01 Bartow, FL 33831</b>	
Phone: <b>850-245-2914</b>		Phone: <b>863-298-4135</b>	
Email: <b>gabriela.vegamolnar@floridadep.gov</b>		Email: <b>charlesrichards@polk-county.net</b>	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions			
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan			
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements			
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements			
<input type="checkbox"/> Attachment 6: Program-Specific Requirements			
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.			
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)			
<input type="checkbox"/> Additional Attachments (if necessary):			
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form			
<input type="checkbox"/> Exhibit B: Property Reporting Form			
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form			
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants			
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo			
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Memorandum of Grant</b>			

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

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

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

**Polk Regional Water Cooperative**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Eric DeHaven, Executive Director**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Angela Knecht, Director of Water Restoration Assistance**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.



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## DWRA Additional Signatures

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Gabby Vega-Molnar, DEP Grant Manager

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Sandra Waters, DEP QC Reviewer

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

**4. Deliverables.**

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

#### **5. Performance Measures.**

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

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

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

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

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

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting



acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

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

#### **11. Retainage.**

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

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

#### **12. Insurance.**

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

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

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

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

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

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

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

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

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

## **17. Force Majeure.**

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

## **18. Indemnification.**

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

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

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

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

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

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

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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

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

#### **24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Lobbying and Integrity.**

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

#### **26. Record Keeping.**

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

#### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;



- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

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

## **29. Independent Contractor.**

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

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

## **Attachment 1**

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

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

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

### **33. Third Parties.**

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

### **34. Severability.**

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

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

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

### **36. Assignment.**

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

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

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

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0212**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

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

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment Purchases shall be funded under this Agreement.

**6. Land Acquisition.**

The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPA0212), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by,



through and under the owners) of the Property. The Florida Department of Environmental Protection (“DEP”) shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Polk County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Polk County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LPA0212, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

## **7. Match Requirements**

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

## **8. Insurance Requirements**

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. if applicable.

d. Other Insurance.

None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

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

**12. State-owned Land.**

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

**13. Office of Policy and Budget Reporting.**

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

**14. Additional Terms.**

None.

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

**PROJECT LOCATION:** The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

**PROJECT BACKGROUND:** In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

#### **Project No. 1 PRWC West Polk Wellfield Lower Floridan Aquifer Project**

**PROJECT BACKGROUND:** In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

#### **Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project**

**PROJECT BACKGROUND:** Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

**PROJECT DESCRIPTION:** The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

### **Project No. 3 Winter Haven Septic to Sewer Program.**

**PROJECT BACKGROUND:** Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

**PROJECT DESCRIPTION:** The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

### **Project No. 4 Frostproof Wastewater System Upgrades.**

**PROJECT BACKGROUND:** The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

### **Project No. 5 Winter Haven ASR Wellfield**

**PROJECT BACKGROUND:** The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.



### **Project No. 6 Polk County AWS Receiving Facilities**

**PROJECT BACKGROUND:** Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA)

**PROJECT DESCRIPTION:** The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

#### **TASKS:**

All documentation will be submitted electronically unless otherwise indicated.

#### **Task 1: Land Acquisition**

**Deliverables:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Property acquisition of the raw water wells and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.

**Documentation:** The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

#### **Task 2: Pre-construction Activities**

**Deliverables:** The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.

- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

### **Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	\$1,477,557	07/01/2021	6/30/2023
			\$122,052*	07/01/2019	6/30/2023
2	Pre-construction Activities	Contractual Services	\$730,268	07/01/2021	6/30/2023
3	Bidding and Contractor Selection	Contractual Services	\$400,000	07/01/2021	6/30/2023
4	Construction	Contractual Services	\$4,392,175	07/01/2021	6/30/2023
Total:			\$7,122,052		

\*\$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1

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

**Attachment 4**

**1. Public Records.**

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

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

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

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

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

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

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

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

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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

By Mail:

**Audit Director**

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

Electronically:

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

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

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



# EXHIBIT – 1

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

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

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

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

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

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
<b>State Program A</b>	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original	FDEP	2021-2022	37.039	Statewide Surface Restoration and Wastewater Projects	\$7,000,000 140047
Original	FDEP	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	\$122,052 140047
<b>State Program B</b>	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$7,122,052
-------------	-------------

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

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

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0212
<b>Project Title:</b>	Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability
<b>Grantee Name:</b>	Polk Regional Water Cooperative
<b>Grantee's Grant Manager:</b>	Charles Richards
<b>Reporting Period:</b>	Select reporting period. Select year.

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

**Task 1: Preconstruction Activities (Land Acquisition)**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 2: Preconstruction Activities**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 3: Bidding and Contractor Selection**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 4: Construction**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

**Design (Plans/Submittal):** 30% ☐, 60% ☐, 90% ☐, 100% ☐

**Permitting (Completed):** Yes ☐, No ☐

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager (Original Ink)

\_\_\_\_\_  
Date



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY OF EAGLE LAKE  
REGULAR CITY COMMISSION MEETING  
TUESDAY, JULY 5, 2022  
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 7:06 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: Wilson, Metosh, Coler

ABSENT: Billings, Clark

City Clerk Wright advised that Commissioner Billings notified staff that he wouldn't be able to attend the meeting due to family matters.

City Clerk Wright advised that Commissioner Clark notified her that he had to work and wouldn't be able to attend the meeting tonight.

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

The vote was as follows:

AYES: 3

NAYS: 0

**V. AUDIENCE**

There were no comments from the audience.

**VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS**

**A. Staff Reports**

There we no staff reports.

**B. City Manager Report**

City Manager Ernharth had no additional report.

**VII. PUBLIC HEARINGS**

- A. Consideration of the first reading of Ordinance No.: O-22-09, 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.

Mayor Coler read Ordinance No.: O-22-09 by title only.

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-22-09.

David Shinko, 286 W Marshall St. expressed concern regarding rate increase and if the city was investigating alternative funds.

The Commission discussed the rate study the city had completed and advised they were following the recommendations in the study.

The Commission discussed using the American Rescue Funds the city was awarded for eligible expenses.

Melanie Collier, 1035 N 12th St. asked about the new developments going up and asked if they were going to be inside of City Limits. She expressed concern on yards with overgrown grass as it brings snakes and rats.

The Commission stated that code enforcement will be notified.

The roll call vote was as follows:

AYES: Wilson, Metosh, Coler

NAYS: None

- B. Consideration of the first reading of Ordinance No.: O-22-10, 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.

Mayor Coler read Ordinance No.: O-22-10 by title only.

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-22-10.

Mayor Coler asked for audience and Commission discussion.

David Shinko, 286 W Marshall St. is opposed to raising rates and asked if the city could negotiate free dumps if residents brought trash to landfill themselves.

Mayor Coler stated that not sure if we could do this as Republic brings trash to a county facility. Commission stated this could be looked into when the contract is up for renewal.

The roll call vote was as follows:

AYES: Wilson, Metosh, Coler

NAYS: None

## VIII. OLD BUSINESS

**A. 2022/2023 Budget**

Mr. Ernharth advised this was the 2<sup>nd</sup> draft of the budget; he stated the figures from the State aren't in at this time. Mr. Ernharth stated it is a strong budget. He advised he has included monies for the park at Eagle Lake Beach from the Recreation Impact Fee Fund.

**IX. NEW BUSINESS**

- A. Approval to Set Fiscal Year 2022-2023 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 1<sup>st</sup> Public Hearing Relating to Tentative Millage and Proposed Budget for Wednesday, September 7, 2022 at 7:00 p.m., and the 2<sup>nd</sup> Public Hearing Relating to Final Millage and Final Budget for Tuesday, September 20, 2022 at 7:00 p.m.**

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve setting the Fiscal Year 2022/2023 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 1<sup>st</sup> Public Hearing Relating to Tentative Millage and Proposed Budget for Wednesday, September 7, 2022 at 7:00 p.m., and the 2<sup>nd</sup> Public Hearing Relating to Final Millage and Final Budget for Tuesday, September 20, 2022 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 -----06/06/2022**

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve the Consent Agenda: Item A. the Regular City Commission Meeting Minutes of 06/06/2022.

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

The vote was as follows:

AYES: 3

NAYS: 0

**XI. AUDIENCE**

There were no comments from the audience.

**XII. CITY ATTORNEY**

Attorney Maxwell was absent from the meeting.

**XIII. CITY COMMISSION**



Commissioner Wilson asked if the cost of the fireworks will be increasing next year.  
City Manager Ernharth stated he budgeted \$9,000 for the fireworks and the event.

Commissioner Metosh had no report.

Mayor Coler commented on the new Home Décor shop that opened.  
Mayor Coler stated he heard positive comments about the fireworks and event.

**XIV. ADJOURNMENT**

**MOTION** was made by Commissioner Metosh and seconded by Commissioner Wilson to adjourn at 7:33 p.m.

The vote was as follows:

AYES: 3

NAYS: 0

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MAYOR CORY COLER

ATTEST:

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CITY CLERK DAWN WRIGHT

## CITY OF EAGLE LAKE - GENERAL FUND

## ACCOUNT BALANCE

JUNE 2022

<b>ACCOUNT BALANCE AS OF MAY 31, 2022</b>	2,742,744.60
DEPOSITS	530,669.98
CLEARED CHECKS	(469,201.90)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
<b>ACCOUNT BALANCE AS OF JUNE 30, 2022</b>	<b>2,804,212.68</b>

**OUTSTANDING CHECKS:**

44335	RHONDA HAWLEY - REF	(43.98)
44428	CITY OF TAYLORS FALLS PCCA - REF	(100.00)
44595	FLORIDA BLUE	(18,098.24)
44598	Liberty National Insurance Company QB	(301.48)
44600	MINNESOTA LIFE	(202.80)
44581	SABRINA MORRISON - REF	(200.00)
44596	Florida Municipal Insurance Trust QB	(107.28)
44601	New York Life Ins QB	(21.68)
44609	FLY HIGH INFLATABLES LLC	(286.00)
44617	SOCIAL BUTTERFLY CREATIONS CO	(30.00)
EFT	FMPTF	(3,801.05)
JE #5		(2,849.76)
44626	EMPLOYEE FUND QB	(100.00)
<b>TOTAL OUTSTANDING CHECKS:</b>		<b>(26,142.27)</b>

General Journal	01/07/2022	254.64
Deposit	06/28/2022	89.00
Deposit	06/30/2022	117,073.85

<b>TOTAL OUTSTANDING DEPOSITS:</b>	<b>117,417.49</b>
<b>REMAINING ACCOUNT BALANCE:</b>	<b>2,895,487.90</b>

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through June 2022**

	Oct '21 - Jun ...	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>310.000 · Taxes</b>				
311.000 · Ad Valorem Taxes	918,613.91	935,029.00	-16,415.09	98.2%
<b>312.000 · Sales, Use &amp; Gas Taxes</b>				
312.300 · 9th Cent Gas Tax	10,525.79	15,500.00	-4,974.21	67.9%
312.410 · Local Option Gas Tax	60,506.40	85,598.00	-25,091.60	70.7%
312.412 · Local Gov.1/2 cent sales tax	170,994.67	186,566.00	-15,571.33	91.7%
312.420 · 5-cent Local Option Gas Tax	46,194.77	53,842.00	-7,647.23	85.8%
<b>Total 312.000 · Sales, Use &amp; Gas Taxes</b>	<b>288,221.63</b>	<b>341,506.00</b>	<b>-53,284.37</b>	<b>84.4%</b>
<b>314.000 · Utility Service Taxes</b>				
314.100 · Electric Utility Service Tax	130,660.59	160,000.00	-29,339.41	81.7%
314.150 · Water Utility Service Tax	31,153.57	40,000.00	-8,846.43	77.9%
314.400 · Natural Gas Service Tax	1,264.44	1,000.00	264.44	126.4%
314.800 · Propane Service Tax	1,205.68	1,500.00	-294.32	80.4%
315.000 · Local Communications Serv. Tax	59,304.80	72,000.00	-12,695.20	82.4%
<b>Total 314.000 · Utility Service Taxes</b>	<b>223,589.08</b>	<b>274,500.00</b>	<b>-50,910.92</b>	<b>81.5%</b>
<b>323.000 · Franchise Fees</b>				
323.100 · Electric Franchise Fees	133,245.76	155,000.00	-21,754.24	86.0%
323.700 · Solid Waste Franchise Fee	15,513.49	23,000.00	-7,486.51	67.4%
<b>Total 323.000 · Franchise Fees</b>	<b>148,759.25</b>	<b>178,000.00</b>	<b>-29,240.75</b>	<b>83.6%</b>
<b>Total 310.000 · Taxes</b>	<b>1,579,183.87</b>	<b>1,729,035.00</b>	<b>-149,851.13</b>	<b>91.3%</b>
<b>330.000 · Intergovernmental Revenue</b>				
<b>331.000 · Federal Grants</b>				
331.391 · CDBG Revenue	0.00	54,176.00	-54,176.00	0.0%
<b>Total 331.000 · Federal Grants</b>	<b>0.00</b>	<b>54,176.00</b>	<b>-54,176.00</b>	<b>0.0%</b>
<b>335.000 · State Shared Revenues</b>				
335.120 · SRS Sales Tax	63,108.27	70,000.00	-6,891.73	90.2%
335.122 · SRS - Motor Fuel Tax	24,542.10	30,000.00	-5,457.90	81.8%
335.150 · Alcoholic Beverage Licenses	199.09	500.00	-300.91	39.8%
<b>Total 335.000 · State Shared Revenues</b>	<b>87,849.46</b>	<b>100,500.00</b>	<b>-12,650.54</b>	<b>87.4%</b>
<b>338.800 · County Shared Revenue</b>				
337.700 · Library Cooperative	25,000.00	25,000.00	0.00	100.0%
337.710 · Delivery Driver System Funding	82,956.97	114,794.00	-31,837.03	72.3%
338.200 · Polk County Occupational Licens	-77.41	1,800.00	-1,877.41	-4.3%
<b>Total 338.800 · County Shared Revenue</b>	<b>107,879.56</b>	<b>141,594.00</b>	<b>-33,714.44</b>	<b>76.2%</b>
<b>Total 330.000 · Intergovernmental Revenue</b>	<b>195,729.02</b>	<b>296,270.00</b>	<b>-100,540.98</b>	<b>66.1%</b>
<b>340.000 · Charges for Services</b>				
341.200 · Zoning Fees	6,350.00	500.00	5,850.00	1,270.0%
341.300 · Copies/Certifications	19.80	75.00	-55.20	26.4%
342.900 · FDOT Roadway Maintenance	8,973.78	12,000.00	-3,026.22	74.8%
342.901 · FDOT Lighting Maintenance	0.00	15,784.00	-15,784.00	0.0%
352.000 · Library Fines and Collections	982.99	1,500.00	-517.01	65.5%
<b>Total 340.000 · Charges for Services</b>	<b>16,326.57</b>	<b>29,859.00</b>	<b>-13,532.43</b>	<b>54.7%</b>
<b>350.000 · Fines &amp; Forfeitures</b>				
341.541 · Police Fines	6,307.63	5,000.00	1,307.63	126.2%
350.100 · Other Fines and Forfeitures	0.00	100.00	-100.00	0.0%
350.000 · Fines & Forfeitures - Other	1,112.05			
<b>Total 350.000 · Fines &amp; Forfeitures</b>	<b>7,419.68</b>	<b>5,100.00</b>	<b>2,319.68</b>	<b>145.5%</b>
<b>360.000 · Other Revenue</b>				
361.100 · Interest Income	291.42	7,000.00	-6,708.58	4.2%
361.110 · Facilities Deposits	6,450.00	1,500.00	4,950.00	430.0%

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through June 2022**

	Oct '21 - Jun ...	Budget	\$ Over Budget	% of Budget
362.100 · Facilities Rental	9,924.99	9,000.00	924.99	110.3%
362.200 · Sprint Tower Lease	0.00	37,325.00	-37,325.00	0.0%
362.201 · T-Mobile Tower Lease	46,743.60	22,500.00	24,243.60	207.7%
366.000 · Private Donations				
366.101 · Trick or Treat Lane Donations	2,000.00			
366.000 · Private Donations - Other	0.00	1,500.00	-1,500.00	0.0%
<b>Total 366.000 · Private Donations</b>	<b>2,000.00</b>	<b>1,500.00</b>	<b>500.00</b>	<b>133.3%</b>
369.900 · Miscellaneous Income				
369.125 · LIEN PAYMENTS	50.00			
369.310 · Misc Revenue - Engineering Fees	129,995.20			
369.994 · Library Grant	3,500.00			
369.996 · E-Rate Reimbursement	755.78			
369.900 · Miscellaneous Income - Other	27,483.94	14,000.00	13,483.94	196.3%
<b>Total 369.900 · Miscellaneous Income</b>	<b>161,784.92</b>	<b>14,000.00</b>	<b>147,784.92</b>	<b>1,155.6%</b>
<b>Total 360.000 · Other Revenue</b>	<b>227,194.93</b>	<b>92,825.00</b>	<b>134,369.93</b>	<b>244.8%</b>
367.000 · Licenses and Permits				
316.000 · Business Tax Receipts	3,963.19	8,500.00	-4,536.81	46.6%
322.000 · Building Permits Other				
322.060 · Plan Review Fee	101,140.26	2,000.00	99,140.26	5,057.0%
322.070 · DCA BLDG Cert Charge 1%	223.71	50.00	173.71	447.4%
322.100 · DBPR Radon Surcharge-1%	320.73	50.00	270.73	641.5%
322.150 · Contractor's Registration	570.00	300.00	270.00	190.0%
322.200 · Polk County Imp.Fees 3%	6,182.54	100.00	6,082.54	6,182.5%
322.300 · Building Inspection Fees	149,760.00	9,000.00	140,760.00	1,664.0%
322.400 · Building Permits	211,770.48	10,000.00	201,770.48	2,117.7%
324.610 · Parks and Rec Impact Fee	91,710.00	0.00	91,710.00	100.0%
324.611 · Public BLDG & Fac - Res	312,632.00	0.00	312,632.00	100.0%
<b>Total 322.000 · Building Permits Other</b>	<b>874,309.72</b>	<b>21,500.00</b>	<b>852,809.72</b>	<b>4,066.6%</b>
<b>Total 367.000 · Licenses and Permits</b>	<b>878,272.91</b>	<b>30,000.00</b>	<b>848,272.91</b>	<b>2,927.6%</b>
369.030 · MISC INC - POLK CTY CLERKS ASSO	2,100.00			
382.000 · Transfers - IN	79,653.06	143,004.00	-63,350.94	55.7%
382.100 · CRA Transfer - IN	15,003.00	20,004.00	-5,001.00	75.0%
<b>Total Income</b>	<b>3,000,883.04</b>	<b>2,346,097.00</b>	<b>654,786.04</b>	<b>127.9%</b>
<b>Gross Profit</b>	<b>3,000,883.04</b>	<b>2,346,097.00</b>	<b>654,786.04</b>	<b>127.9%</b>
<b>Expense</b>				
510.000 · General Government				
511.000 · Commissioner Costs				
511.100 · Employee Benefits	470.20	600.00	-129.80	78.4%
511.110 · City Commission Fees/Salaries	6,146.55	8,195.00	-2,048.45	75.0%
511.300 · Operating Expenditures				
511.240 · Workers Compensation Insurance	45.69	150.00	-104.31	30.5%
511.310 · Engineering Services	180,389.03	5,000.00	175,389.03	3,607.8%
511.311 · Legal Services	7,875.00	10,000.00	-2,125.00	78.8%
511.313 · Planning Services	0.00	5,000.00	-5,000.00	0.0%
511.320 · Accounting & Auditing	8,700.00	11,500.00	-2,800.00	75.7%
511.321 · Financial Reporting Svcs	11,263.83	15,000.00	-3,736.17	75.1%
511.340 · Contractual Services	8,867.00	2,500.00	6,367.00	354.7%
511.341 · Election Fees	49.17	3,000.00	-2,950.83	1.6%
511.410 · Communication Services	2,463.50	3,600.00	-1,136.50	68.4%
511.420 · Postage	272.45	1,000.00	-727.55	27.2%
511.450 · Insurance Property	88,055.00	50,000.00	38,055.00	176.1%
511.460 · Repair & Maint Svcs Comm Bldg	0.00	10,500.00	-10,500.00	0.0%
511.470 · Printing and Binding/ Municipal	1,175.00	4,500.00	-3,325.00	26.1%
511.480 · Advertising / Promotions	2,338.79	5,000.00	-2,661.21	46.8%
511.490 · Other Current Charges	5,772.12	12,000.00	-6,227.88	48.1%
511.512 · Trick or Treat Lane	6,382.63	2,500.00	3,882.63	255.3%



**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through June 2022**

	Oct '21 - Jun ...	Budget	\$ Over Budget	% of Budget
511.540 · Education and Training - CC	550.00			
511.541 · Travel, Meetings, and Dues	934.30	5,000.00	-4,065.70	18.7%
511.991 · Contingency Fund	0.00	5,500.00	-5,500.00	0.0%
511.992 · Debt Service 1999 Rev Bond	0.00	91,100.00	-91,100.00	0.0%
511.993 · CRA/Community Redevelopment Age	20,000.00	20,000.00	0.00	100.0%
511.998 · Reserve / Contingency	0.00	186,065.00	-186,065.00	0.0%
<b>Total 511.300 · Operating Expenditures</b>	<b>345,133.51</b>	<b>448,915.00</b>	<b>-103,781.49</b>	<b>76.9%</b>
511.600 · CAPITAL OUTLAY	82,095.64	70,000.00	12,095.64	117.3%
<b>Total 511.000 · Commissioner Costs</b>	<b>433,845.90</b>	<b>527,710.00</b>	<b>-93,864.10</b>	<b>82.2%</b>
<b>512.000 · CITY MANAGER</b>				
512.100 · Employee Benefits	22,366.55	32,400.00	-10,033.45	69.0%
512.120 · Salaries and Wages	78,456.80	102,183.00	-23,726.20	76.8%
512.300 · Operating Expenditures				
512.240 · Workers Compensation Insurance	685.96	1,900.00	-1,214.04	36.1%
512.340 · Contractual Services	0.00	500.00	-500.00	0.0%
512.410 · Communication Services	1,812.80	2,450.00	-637.20	74.0%
512.420 · Postage	0.00	650.00	-650.00	0.0%
512.460 · Repairs & Maintenance	0.00	500.00	-500.00	0.0%
512.490 · Other Expenditures	0.00	1,500.00	-1,500.00	0.0%
512.540 · Education & Training	865.84	3,000.00	-2,134.16	28.9%
512.541 · Travel, Meetings, and Dues	2,611.54	2,000.00	611.54	130.6%
512.991 · Contingency Fund	0.00	2,000.00	-2,000.00	0.0%
<b>Total 512.300 · Operating Expenditures</b>	<b>5,976.14</b>	<b>14,500.00</b>	<b>-8,523.86</b>	<b>41.2%</b>
<b>Total 512.000 · CITY MANAGER</b>	<b>106,799.49</b>	<b>149,083.00</b>	<b>-42,283.51</b>	<b>71.6%</b>
<b>513.000 · Administration</b>				
513.030 · PCCA EXPENSE- ATHENIAN DIALOGUE	2,100.00			
513.100 · Employee Benefits	51,719.67	78,000.00	-26,280.33	66.3%
513.121 · Salaries and Wages	131,443.60	177,344.00	-45,900.40	74.1%
513.140 · Overtime	575.96	300.00	275.96	192.0%
513.300 · Operating Expenditures				
513.240 · Workers Compensation Insurance	1,297.73	4,500.00	-3,202.27	28.8%
513.340 · Contractual Svcs (Copier/Lease)	6,889.88	12,000.00	-5,110.12	57.4%
513.410 · Communication Services	3,144.52	15,000.00	-11,855.48	21.0%
513.420 · Postage	5,186.21	5,000.00	186.21	103.7%
513.430 · Utility Services	2,052.11	3,500.00	-1,447.89	58.6%
513.460 · Repair & Maintenance	0.00	5,000.00	-5,000.00	0.0%
513.490 · Other Expenditures	594.38	9,500.00	-8,905.62	6.3%
513.510 · Office Supplies	1,438.18	5,000.00	-3,561.82	28.8%
513.540 · Education and Training	4,050.43	8,000.00	-3,949.57	50.6%
513.541 · Travel, Meetings, & Dues	3,530.29	6,000.00	-2,469.71	58.8%
513.991 · Contingency Fund	0.00	1,500.00	-1,500.00	0.0%
<b>Total 513.300 · Operating Expenditures</b>	<b>28,183.73</b>	<b>75,000.00</b>	<b>-46,816.27</b>	<b>37.6%</b>
<b>Total 513.000 · Administration</b>	<b>214,022.96</b>	<b>330,644.00</b>	<b>-116,621.04</b>	<b>64.7%</b>
<b>Total 510.000 · General Government</b>	<b>754,668.35</b>	<b>1,007,437.00</b>	<b>-252,768.65</b>	<b>74.9%</b>
<b>521.000 · Police Department</b>				
521.300 · Operating Expenditures - PD				
521.340 · Contractual Services - Sheriff	418,500.75	558,001.00	-139,500.25	75.0%
521.410 · Communication Services	1,353.24	2,000.00	-646.76	67.7%
521.430 · Utility Services	2,052.11	3,000.00	-947.89	68.4%
521.490 · Other Expenditures	205.00			
<b>Total 521.300 · Operating Expenditures - PD</b>	<b>422,111.10</b>	<b>563,001.00</b>	<b>-140,889.90</b>	<b>75.0%</b>
<b>Total 521.000 · Police Department</b>	<b>422,111.10</b>	<b>563,001.00</b>	<b>-140,889.90</b>	<b>75.0%</b>
<b>541.000 · Streets</b>				

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through June 2022**

	Oct '21 - Jun ...	Budget	\$ Over Budget	% of Budget
541.100 · Employee Benefits	13,172.01	21,600.00	-8,427.99	61.0%
541.120 · Salaries and Wages	23,401.98	27,040.00	-3,638.02	86.5%
541.140 · Overtime	0.00	2,000.00	-2,000.00	0.0%
541.300 · Operating Expenditures - ST				
541.240 · Workers Compensation Insurance	613.16	700.00	-86.84	87.6%
541.310 · Engineering	6,384.60	2,000.00	4,384.60	319.2%
541.311 · NPDES Charges	124.00			
541.340 · Contractual Services	0.00	2,000.00	-2,000.00	0.0%
541.400 · Petroleum Products	596.65	3,500.00	-2,903.35	17.0%
541.410 · Communication Services	604.66	2,400.00	-1,795.34	25.2%
541.430 · Utility Services	30,612.32	40,000.00	-9,387.68	76.5%
541.460 · Repair and Maintenance	7,818.99	11,000.00	-3,181.01	71.1%
541.490 · Other Expenditures	97.72	1,000.00	-902.28	9.8%
541.521 · Supplies & Materials	384.67	2,000.00	-1,615.33	19.2%
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	47,236.77	72,475.00	-25,238.23	65.2%
541.600 · Capitial Outlay - ST				
541.603 · Trsfer Out-Restr. 5 Cent GasTx	0.00	79,000.00	-79,000.00	0.0%
541.600 · Capitial Outlay - ST - Other	248,287.16			
Total 541.600 · Capitial Outlay - ST	248,287.16	79,000.00	169,287.16	314.3%
Total 541.000 · Streets	332,097.92	202,115.00	129,982.92	164.3%
550.000 · Building and Code Enforcement				
550.100 · Employee Benefits	15,366.82	24,000.00	-8,633.18	64.0%
550.120 · Salaries and Wages	42,914.71	63,744.00	-20,829.29	67.3%
550.300 · Operating Expenditures				
550.240 · Workers Compensation Insurance	952.89	1,200.00	-247.11	79.4%
550.311 · Legal Services & Magistrate	3,620.00	5,000.00	-1,380.00	72.4%
550.340 · Contractual Services (Code Enf)	62.50	0.00	62.50	100.0%
550.400 · Petroleum Products	0.00	1,500.00	-1,500.00	0.0%
550.410 · Communication Services	517.35	2,100.00	-1,582.65	24.6%
550.420 · Postage	379.15	400.00	-20.85	94.8%
550.490 · Other Expenditures	368.97	525.00	-156.03	70.3%
550.491 · Code Enforcement Other	12,644.32	22,000.00	-9,355.68	57.5%
550.522 · Uniforms	0.00	300.00	-300.00	0.0%
550.540 · Education & Training	525.00	1,000.00	-475.00	52.5%
550.541 · Travel, Meetings & Dues	75.00	2,000.00	-1,925.00	3.8%
Total 550.300 · Operating Expenditures	19,145.18	36,025.00	-16,879.82	53.1%
Total 550.000 · Building and Code Enforcement	77,426.71	123,769.00	-46,342.29	62.6%
571.000 · Library				
571.100 · Employee Benefits	29,235.95	49,600.00	-20,364.05	58.9%
571.120 · Salaries and Wages	22,627.94	27,363.00	-4,735.06	82.7%
571.128 · Delivery Van Drivers	57,762.98	72,349.00	-14,586.02	79.8%
571.300 · Operating Expenditures				
571.240 · Workers Compensation Insurance	1,824.55	2,200.00	-375.45	82.9%
571.410 · Communication Services	1,983.06	3,300.00	-1,316.94	60.1%
571.420 · Postage	149.20	250.00	-100.80	59.7%
571.430 · Utility Services	2,052.08	3,300.00	-1,247.92	62.2%
571.460 · Repair and Maintenance	106.48	500.00	-393.52	21.3%
571.490 · Other Expenditures	416.56			
571.510 · Office Supplies				
571.551 · OFFICE SUPPLIES - GRANT	666.98			
571.510 · Office Supplies - Other	1,641.21	600.00	1,041.21	273.5%

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through June 2022**

	Oct '21 - Jun ...	Budget	\$ Over Budget	% of Budget
Total 571.510 · Office Supplies	2,308.19	600.00	1,708.19	384.7%
571.521 · Operating Expenses---LB Van Dri	500.40	500.00	0.40	100.1%
571.660 · Books & Materials				
571.665 · BOOKS & MATERIALS - GRANT	2,089.70			
571.660 · Books & Materials - Other	1,661.48	1,500.00	161.48	110.8%
Total 571.660 · Books & Materials	3,751.18	1,500.00	2,251.18	250.1%
Total 571.300 · Operating Expenditures	13,091.70	12,150.00	941.70	107.8%
Total 571.000 · Library	122,718.57	161,462.00	-38,743.43	76.0%
572.000 · Parks & Rec				
572.100 · Employee Benefits	12,404.25	19,200.00	-6,795.75	64.6%
572.120 · Salaries and Wages	22,613.56	28,863.00	-6,249.44	78.3%
572.300 · Operating Expenditures				
572.240 · Workers Compensation Insurance	577.91	750.00	-172.09	77.1%
572.340 · Contractual Services	3,202.00	10,000.00	-6,798.00	32.0%
572.400 · Petroleum Products	2,015.29	6,000.00	-3,984.71	33.6%
572.410 · Communication Services	363.47	2,000.00	-1,636.53	18.2%
572.430 · Utility Services	32,803.46	49,000.00	-16,196.54	66.9%
572.460 · Repair & Maintenance	25,003.88	20,000.00	5,003.88	125.0%
572.461 · Grounds-Bldg/Clean/Maint/Veh	25,757.87	24,000.00	1,757.87	107.3%
572.490 · Other Expenditures	355.84	500.00	-144.16	71.2%
572.512 · Trick or Treat Lane	0.00	2,500.00	-2,500.00	0.0%
572.513 · Hometown Festival (Fireworks)	3,025.00	5,500.00	-2,475.00	55.0%
572.521 · Supplies & Materials	1,481.90	7,000.00	-5,518.10	21.2%
572.654 · Mistletoe Marketplace	1,339.75	3,000.00	-1,660.25	44.7%
572.814 · CDBG (Grants)	94,197.71	90,000.00	4,197.71	104.7%
572.888 · Facilities Deposit Refunds - PR	7,625.00			
Total 572.300 · Operating Expenditures	197,749.08	220,250.00	-22,500.92	89.8%
572.600 · Capital Outlay - PR	13,545.00	20,000.00	-6,455.00	67.7%
Total 572.000 · Parks & Rec	246,311.89	288,313.00	-42,001.11	85.4%
6560 · Payroll Expenses	-921.27			
Total Expense	1,954,413.27	2,346,097.00	-391,683.73	83.3%
Net Ordinary Income	1,046,469.77	0.00	1,046,469.77	100.0%
Net Income	1,046,469.77	0.00	1,046,469.77	100.0%

**CITY OF EAGLE LAKE**  
**Balance Sheet**  
As of June 30, 2022

	Jun 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.000 · Cash & Cash Equivalents	
101.103 · CS - GENERAL FUND	2,895,487.90
102.000 · Reclass to restricted cash	-71,116.79
102.216 · Petty Cash	200.00
102.217 · Petty Cash Library	15.00
<b>Total 100.000 · Cash &amp; Cash Equivalents</b>	<b>2,824,586.11</b>
101.256 · CS - BUILDING/CODE ENFORCEMENT	837.44
101.257 · CS - PARKS & REC FUND	303,969.88
101.258 · CS - PUBLIC BUILDING FUND	1,099,996.00
101.259 · CS- TRANSPORTATION FUND	24,209.87
115.100 · Reclass FROM unrestricted cash	0.28
<b>Total Checking/Savings</b>	<b>4,253,599.58</b>
<b>Accounts Receivable</b>	
115.101 · *Accounts Receivable	86,966.10
<b>Total Accounts Receivable</b>	<b>86,966.10</b>
<b>Other Current Assets</b>	
115.000 · Due From Other Governments	71,116.79
115.200 · A/R Due from Others	36,518.43
115.300 · A/R - Due from Governments	27,635.87
116.110 · Return Checks Receivable	80.00
130.000 · Due From (To) Utility/CRA Fund	
131.100 · Due From Utility Fund-Payroll	33,784.10
131.200 · Due From Utility-Sani/Storm	-15,772.00
131.250 · Due From/To Utility Daily Dep.	-1,647.76
131.350 · Due To/From Utility Fund -OTHER	-4,698.62
131.382 · DUE FROM CRA FUND-ADMIN FEES	11,934.94
131.390 · DUE FROM CRA	16,000.00
<b>Total 130.000 · Due From (To) Utility/CRA Fund</b>	<b>39,600.66</b>
149.900 · Undeposited Funds	59.10
2120 · Payroll Asset	0.01
<b>Total Other Current Assets</b>	<b>175,010.86</b>
<b>Total Current Assets</b>	<b>4,515,576.54</b>
<b>TOTAL ASSETS</b>	<b>4,515,576.54</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
202.100 · Accounts Payable	77,765.18
<b>Total Accounts Payable</b>	<b>77,765.18</b>
<b>Other Current Liabilities</b>	
202.200 · Accounts Pay.Yr.End.	9,294.82
203.100 · Sales Tax Payable	286.28
205.000 · Polk County Impact Fees Payable	174,880.60
205.101 · POLK COUNTY SHERIFF EDUCATION	2,569.23
205.102 · POLK COUNTY FIRE REVIEW	2,691.20
205.200 · DBPR Fee Payable	-1,127.74
205.201 · DCA PAYABLE	-3,929.49
208.101 · DUE TO STATE UNCLAIMED PROPERTY	-75.00
210.000 · Accrd Exp & Other Liabilities	
218.110 · Withholding Payable	-52.96
218.190 · Cobra Insurance Payable	156.94



07/06/22

**CITY OF EAGLE LAKE**  
**Balance Sheet**  
As of June 30, 2022

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	Jun 30, 22
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
2100.10 · LIBERTY LIFE QB	-0.07
2100.11 · COLONIAL ACCIDENT CANCER QB	0.03
2100.26 · PAYROLL TAXES	1.00
Total 2100 · Payroll Liabilities	105.96
215.000 · Accrued Payroll and Benefits	25,087.98
Total Other Current Liabilities	209,887.82
Total Current Liabilities	287,653.00
Total Liabilities	287,653.00
Equity	
271.100 · Fund Balance	3,181,453.77
Net Income	1,046,469.77
Total Equity	4,227,923.54
TOTAL LIABILITIES & EQUITY	<b>4,515,576.54</b>

## CITY OF EAGLE LAKE - UTILITY FUND

## ACCOUNT BALANCE

JUNE 2022

<b>ACCOUNT BALANCE AS OF MAY 31, 2022</b>	2,440,358.55
DEPOSITS	271,723.81
CLEARED CHECKS	(184,525.03)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
<b>ACCOUNT BALANCE AS OF JUNE 30, 2022</b>	<b>2,527,557.33</b>

**OUTSTANDING CHECKS:**

19692	LUIS SANCHEZ - REF	(49.53)
19719	ANH NGUYEI MOHAMMED ALAM - REF	(200.00)
20121	MICHELLE RICHARDSON - REF	(45.26)
20283	AROMA CHR MATT LANKFORD - REF	(58.76)
20561	SHEILA PAGI ROBERT WHITCHARD	(120.13)
21507	JESUS CANA MATILDE VELAZQUEZ - REF	(31.23)
21682	WALTER O'B JAMES PITTS	(50.88)
21667	HEATHER MC BETTY MILLER	(19.42)
21713	SHELBY DIAZ ANDREW SANBOWER	(55.65)
21740	ALFONSO AF HAROLD REESE - REF	(166.24)
21769	RESHEENA HARDY - REF	(29.33)
21793	PAULA TIERNEY - REF	(37.70)
21892	TOM PERRY ST - REF	(30.81)
21972	BRANDON GIBSON - REF	(31.01)
22400	LORIN OVERSMITH JR - REF	(122.65)
22465	RICHARD DANIELS - REF	(102.68)
22468	TONY HAMM - REF	(2.59)
22523	FIDENCIO COSTILLA - REF	(15.62)
22568	VSP TAMPA LLC - REF	(124.38)
22554	KEREN ALEXIS - REF	(95.26)
22550	JEANNIE SHANKS - REF	(27.47)
22571	ARIEL SANTOS - REF	(120.30)
22616	STEIN MEIR & RONA 2015 REVOCABLE TRUST -	(7.00)
22671	RYAN RAMOS - REF	(76.87)
22678	BLUE HILL CONTRACTORS INC - REF	(3.11)
22740	CHRISTOPHER MAXWELL - REF	(285.24)
22746	EAGLE LAKE RESIDENTIAL - REF	(206.52)
22801	KATHERINE MONTANA DE JESUS - REF	(149.70)
22805	RAJU GANDHI - REF	(69.91)
22866	CITY OF BARTOW	(556.74)
22868	D R HORTON - REF	(200.00)
22881	RAYMOND SYKES JR - REF	(41.70)
JE #20		(10.00)

CITY OF EAGLE LAKE - UTILITY FUND  
ACCOUNT BALANCE

22946	ADRE POLEON - REF	(69.33)
22981	SHERDRICA BAZIL - REF	(16.48)
22976	REBECCA WISE - REF	(6.90)
23051	TACO STOP -REF	(96.85)
23034	KIMBERLY LOPES - REF	(38.54)
23090	TRICIA NGUYEN - REF	(129.70)
23081	JOHN SHELTON - REF	(120.85)
23131	HPA III ACQUISITIONS 1 LLC - REF	(143.51)
23134	JULIAN HILLS LLC - REF	(14.23)
23173	HPA III ACQUISITIONS 1 LLC - REF	(94.94)
23180	THORNTON & COMPANY - REF	(56.52)
23170	ERIKA COREANO - REF	(24.19)
23209	CASSADY ELECTRIC, INC.	(360.00)
23198	MICHAEL SLAUGHTER - REF	(52.93)
23219	LAPRECIOUS FANIEL- REF	(221.34)
23221	VIVAN SANTIAGO - REF	(115.36)
23216	D R HORTON - REF	(96.15)
23218	FRONTIER 863-293-2804-101415-5	(58.67)
23214	ALIETY FERNANDEZ - REF	(4.46)
23222	WILLIAMS CONSTRUCTION COMPANY, LLC *	(69,000.00)
JE #20		(781.00)

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(74,645.64)

Deposit	06/29/2022	200.00
General Journal	06/29/2022	2,017.69
General Journal	06/30/2022	772.34
General Journal	06/30/2022	781.00

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TOTAL OUTSTANDING DEPOSITS: 3,771.03

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REMAINING ACCOUNT BALANCE: 2,456,682.72

**City of Eagle Lake-Utility Fund**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through June 2022**

	Oct '21 - Jun 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
324.210 · Impact Fees-Water-residential	748,000.00			
324.211 · Impact Fees-Sewer-residential	605,235.90			
<b>343.000 · Charges for Services</b>				
343.300 · Water Charges / User Fee	489,479.48	600,000.00	-110,520.52	81.6%
343.310 · Water Taps	59,650.00	3,000.00	56,650.00	1,988.3%
343.311 · New Water Meters	210,235.00	5,000.00	205,235.00	4,204.7%
343.312 · Water Reconnect Fee	0.00	8,000.00	-8,000.00	0.0%
343.330 · Service Charge - 1/2	25,867.33	16,000.00	9,867.33	161.7%
343.360 · Customer Billing Fee - 1/3	48,000.00	55,000.00	-7,000.00	87.3%
<b>343.400 · Garbage Collection</b>				
343.410 · GARBAGE TOTE SALES	385.20			
343.400 · Garbage Collection - Other	410,320.83	435,000.00	-24,679.17	94.3%
<b>Total 343.400 · Garbage Collection</b>	<b>410,706.03</b>	<b>435,000.00</b>	<b>-24,293.97</b>	<b>94.4%</b>
343.500 · Sewer Charges / User Fee	606,378.14	700,000.00	-93,621.86	86.6%
343.510 · Tap Fees - Sewer	79,000.00	3,000.00	76,000.00	2,633.3%
343.520 · Polk County Utility Tax-CITY SH	118.40	100.00	18.40	118.4%
343.900 · Stormwater Fees	58,864.17	65,000.00	-6,135.83	90.6%
349.000 · Late Fees - 1/2	31,754.60	30,000.00	1,754.60	105.8%
<b>Total 343.000 · Charges for Services</b>	<b>2,020,053.15</b>	<b>1,920,100.00</b>	<b>99,953.15</b>	<b>105.2%</b>
361.000 · Interest Income	426.63	4,500.00	-4,073.37	9.5%
369.901 · Miscellaneous Income - 1/2	5,518.60	2,000.00	3,518.60	275.9%
<b>Total Income</b>	<b>3,379,234.28</b>	<b>1,926,600.00</b>	<b>1,452,634.28</b>	<b>175.4%</b>
<b>Gross Profit</b>	<b>3,379,234.28</b>	<b>1,926,600.00</b>	<b>1,452,634.28</b>	<b>175.4%</b>
<b>Expense</b>				
<b>533.000 · Water</b>				
533.100 · Employee Benefits	40,239.08	66,000.00	-25,760.92	61.0%
533.120 · Salaries and Wages	104,529.95	132,559.00	-28,029.05	78.9%
533.125 · On Call Pay	8,266.59	8,500.00	-233.41	97.3%
533.140 · Overtime	2,313.98	3,500.00	-1,186.02	66.1%
<b>533.300 · Operating Expenses</b>				
533.240 · Insurance	2,298.58	3,000.00	-701.42	76.6%
533.310 · Engineering Services	2,015.60	10,000.00	-7,984.40	20.2%
533.311 · Legal Services	2,105.00	5,000.00	-2,895.00	42.1%
533.320 · Accounting & Auditing - WD	6,000.00	6,000.00	0.00	100.0%
533.340 · Contractual Services	6,006.06	6,500.00	-493.94	92.4%
533.400 · Petroleum Products	7,083.68	10,000.00	-2,916.32	70.8%
533.410 · Communications Services	4,533.33	7,000.00	-2,466.67	64.8%
533.420 · Postage Supplies & Billing 1/3	6,429.03	9,500.00	-3,070.97	67.7%
533.430 · Utilities	7,327.88	57,000.00	-49,672.12	12.9%
533.450 · Insurance Auto & Equipment	0.00	15,000.00	-15,000.00	0.0%
533.460 · Repairs & Maint Svc (Equip/Veh)	16,747.15	25,000.00	-8,252.85	67.0%
533.480 · ADVERTISING	2,917.25	2,500.00	417.25	116.7%
533.490 · Other Expenditures	1,464.74	2,000.00	-535.26	73.2%
533.521 · Supplies & Materials (Tools)	10,232.07	5,000.00	5,232.07	204.6%
533.522 · Uniforms	102.13	1,000.00	-897.87	10.2%
533.540 · Education and Training	175.00	200.00	-25.00	87.5%
533.541 · Travel, Meetings, & Dues	229.36	200.00	29.36	114.7%
533.555 · Chemicals	0.00	14,500.00	-14,500.00	0.0%
533.560 · POLK REGIONAL WATER COOPERATI...	4,565.27	2,500.00	2,065.27	182.6%
533.581 · Transfer to General Fund/Adm	31,875.03	60,900.00	-29,024.97	52.3%
533.602 · Repairs & Maint Svc (Plants)	93,942.30	40,000.00	53,942.30	234.9%
533.996 · Debt Service Rus Water	87,599.23	54,709.00	32,890.23	160.1%
533.998 · Reserve/Contingency	0.00	75,855.00	-75,855.00	0.0%
<b>Total 533.300 · Operating Expenses</b>	<b>293,648.69</b>	<b>413,364.00</b>	<b>-119,715.31</b>	<b>71.0%</b>
533.600 · Capital Outlay - WD	0.00	40,000.00	-40,000.00	0.0%

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Accrual Basis

**City of Eagle Lake-Utility Fund**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through June 2022**

	Oct '21 - Jun 22	Budget	\$ Over Budget	% of Budget
533.900 · Bad Debt Expense - WD	2,161.79			
Total 533.000 · Water	451,160.08	663,923.00	-212,762.92	68.0%
533.999 · AMERICAN RESCUE PLAN EXPENSE WD	328,889.35			
534.000 · Solid Waste				
534.300 · Operating Expenses				
534.340 · Contract for Solid Waste	230,760.84	320,000.00	-89,239.16	72.1%
534.341 · Landfill Solid Waste	100.75			
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	246,764.59	341,204.00	-94,439.41	72.3%
Total 534.000 · Solid Waste	246,764.59	341,204.00	-94,439.41	72.3%
535.000 · Sewer/Waste Water Services				
535.100 · Employee Benefits	57,433.47	90,000.00	-32,566.53	63.8%
535.120 · Salaries and Wages	125,740.90	163,496.00	-37,755.10	76.9%
535.125 · On Call Pay	8,227.32	9,000.00	-772.68	91.4%
535.140 · Overtime	3,805.52	3,000.00	805.52	126.9%
535.300 · Operating Expenses				
535.240 · Insurance	2,202.03	3,000.00	-797.97	73.4%
535.310 · Engineering	17,113.22	5,000.00	12,113.22	342.3%
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	7,100.00	11,000.00	-3,900.00	64.5%
535.340 · Contractual Services	7,061.73	4,500.00	2,561.73	156.9%
535.400 · Petroleum Products	3,892.45	10,000.00	-6,107.55	38.9%
535.410 · Communications Services	2,757.91	4,500.00	-1,742.09	61.3%
535.420 · Postage Supplies & Billing 1/3	5,991.50	9,000.00	-3,008.50	66.6%
535.430 · Utilities	32,310.61	28,000.00	4,310.61	115.4%
535.431 · Wastewater Treatment - SW	95,084.97	155,000.00	-59,915.03	61.3%
535.450 · Insurance Auto & Equip	0.00	29,500.00	-29,500.00	0.0%
535.460 · Repairs & Maint Svc (Equip/Veh)	1,206.73	5,000.00	-3,793.27	24.1%
535.490 · Other Expenditures	452.22	500.00	-47.78	90.4%
535.521 · Supplies & Materials (Tools)	2,253.11	1,500.00	753.11	150.2%
535.522 · Uniforms	291.35	900.00	-608.65	32.4%
535.540 · Education & Training	174.99			
535.541 · Travel, Meetings & Dues	229.31	1,500.00	-1,270.69	15.3%
535.581 · Transfer Out - Other Funds	31,875.03	60,900.00	-29,024.97	52.3%
535.602 · Repairs & Maint-Syst (Lift Sta)	10,573.01	12,000.00	-1,426.99	88.1%
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	17,085.73	21,721.00	-4,635.27	78.7%
535.998 · Reserve / Contingency	0.00	75,856.00	-75,856.00	0.0%
Total 535.300 · Operating Expenses	295,166.06	555,977.00	-260,810.94	53.1%
Total 535.000 · Sewer/Waste Water Services	490,373.27	821,473.00	-331,099.73	59.7%
535.600 · Capital Outlay	0.00	50,000.00	-50,000.00	0.0%
535.999 · AMERICAN RESCUE PLAN EXPENSE SD	328,889.33			
538.581 · Trnsfer of Stormwater Fees	0.00	50,000.00	-50,000.00	0.0%
Total Expense	1,846,076.62	1,926,600.00	-80,523.38	95.8%
Net Ordinary Income	1,533,157.66	0.00	1,533,157.66	100.0%
Net Income	1,533,157.66	0.00	1,533,157.66	100.0%



## City of Eagle Lake-Utility Fund

## Balance Sheet

As of June 30, 2022

	Jun 30, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101.108 · UNRESTRICTED CASH - ALL	
101.109 · CS- UTILITY FUND	2,456,682.72
151.990 · RECLASS TO RESTRICTED	826,917.16
101.108 · UNRESTRICTED CASH - ALL - Other	200.00
<b>Total 101.108 · UNRESTRICTED CASH - ALL</b>	<b>3,283,799.88</b>
102.216 · PETTY CASH-DRAWER SET UP	50.00
150.001 · RESTRICTED CASH - ALL	
101.104 · CS STORMWATER UTILITY FUND	312,505.17
101.110 · CS- DEPOSIT FUND	300,915.91
101.111 · CS - WATER IMPACT FUND	10,467.26
101.112 · CS- SEWER IMPACT FUND	9,254.47
101.121 · CS- WATER IMPACT SAVINGS	2,011,023.60
101.122 · CS- SEWER IMPACT SAVINGS	1,567,366.29
151.113 · CS- RUS FUND	55,842.52
151.114 · CS- SRF SINKING FUND	43,814.91
151.116 · CS- LIFT STATION FUND	25,872.49
151.999 · RESTRICTED CASH RECLASSIFICATIO	-826,917.16
<b>Total 150.001 · RESTRICTED CASH - ALL</b>	<b>3,510,145.46</b>
<b>Total Checking/Savings</b>	<b>6,793,995.34</b>
<b>Accounts Receivable</b>	
1200 · *Accounts Receivable	8,957.63
<b>Total Accounts Receivable</b>	<b>8,957.63</b>
<b>Other Current Assets</b>	
110.000 · Accounts Receivable, Net	
115.100 · Accounts Receivable	156,083.98
116.100 · Unbilled Accounts Receivable	54,953.48
116.110 · Utility Returned Checks Rec.	24,359.06
117.100 · Allowance for Bad Debts	-5,695.49
110.000 · Accounts Receivable, Net - Other	-5,418.32
<b>Total 110.000 · Accounts Receivable, Net</b>	<b>224,282.71</b>
131.000 · Due From Other Funds	
131.250 · Due to/from General Fund	56,474.72
131.350 · Due From/To Gen.Fund - Other	4,698.62
207.100 · Due to General Fund-Payroll	-33,784.11
207.200 · Due to General Fund-Sani/Storm	15,772.00
<b>Total 131.000 · Due From Other Funds</b>	<b>43,161.23</b>
141.100 · Inventory of Supplies	10,749.32
1499 · Undeposited Funds	268.07
<b>Total Other Current Assets</b>	<b>278,461.33</b>
<b>Total Current Assets</b>	<b>7,081,414.30</b>
<b>Fixed Assets</b>	
160.900 · Fixed Assets, Net	
161.900 · Land-Water	28,526.62
164.900 · Water Plant	2,553,762.84
164.901 · Sewer Plant	5,487,382.51
164.902 · Stormwater Plant	1,913,068.76
166.900 · Furniture & Equipment - Water	489,315.21
166.901 · Furniture & Equipment - Sewer	145,818.82
167.900 · Accumulated Depreciation-Water	-1,800,890.09
167.901 · Accumulated Depr - Sewer	-3,266,158.13
167.902 · Accumulated Depr. - Stormwater	-524,123.66

**City of Eagle Lake-Utility Fund**  
**Balance Sheet**  
As of June 30, 2022

	Jun 30, 22
Total 160.900 · Fixed Assets, Net	5,026,702.88
Total Fixed Assets	5,026,702.88
<b>TOTAL ASSETS</b>	<b>12,108,117.18</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	155,799.59
Total Accounts Payable	155,799.59
Other Current Liabilities	
202.500 · Polk County Utility Tax	12,278.37
202.501 · Bartow Sewer Impact Fee Payable	60,698.23
208.100 · DUE TO STATE-UNCLAIMED PROPERTY	-1,220.02
215.000 · Accrued Payroll and Benefits	13,972.06
217.000 · Accrued Compensated Absences	
217.100 · Accrued Sick Pay	57,385.00
217.200 · Accrued Vacation Pay	22,664.81
217.300 · Accrued Compensatory Time	2,738.21
Total 217.000 · Accrued Compensated Absences	82,788.02
220.100 · Customer Deposits	298,408.25
223.100 · UNEARNED REVENUE - ARPA GRANT	674,459.64
232.950 · Accrued Interest Payable	11,799.59
239.100 · OPEB LIABILITY	35,932.86
Total Other Current Liabilities	1,189,117.00
Total Current Liabilities	1,344,916.59
Long Term Liabilities	
203.100 · State Revolving Loan - SW	383,460.36
203.120 · RUS Water Revenue Bonds - 2007	229,935.00
203.130 · USDA - Water Meter Loan	85,719.00
203.140 · USDA LOAN - LIFT STATIONS	388,066.00
203.150 · CURRENT PORTION OF LONG TERM D	155,318.74
203.155 · LESS CURRENT PORTION OF LTD	-155,318.74
203.902 · PLATINUM BANK - HARRISON	0.01
Total Long Term Liabilities	1,087,180.37
Total Liabilities	2,432,096.96
Equity	
281.500 · Retained Earnings	8,142,862.56
Net Income	1,533,157.66
Total Equity	9,676,020.22
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>12,108,117.18</b>

## CITY OF EAGLE LAKE - CRA

## ACCOUNT BALANCE

JUNE 2022

<b>ACCOUNT BALANCE AS OF MAY 31, 2022</b>	234,783.96
DEPOSITS	1.93
CLEARED CHECKS	(1,914.32)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
<b>ACCOUNT BALANCE AS OF JUNE 30, 2022</b>	<b><u>232,871.57</u></b>
<b>OUTSTANDING CHECKS:</b>	
<b>TOTAL OUTSTANDING CHECKS</b>	<b><u>0.00</u></b>
<b>REMAINING ACCOUNT BALANCE</b>	<b><u>232,871.57</u></b>

**City of Eagle Lake CRA**  
**Profit & Loss Budget vs. Actual**  
 October 2021 through June 2022

	<u>Oct '21 - J...</u>	<u>Budget</u>	<u>\$ Over Bu...</u>	<u>% of Budget</u>
<b>Income</b>				
<b>310.000 · Taxes-Other</b>				
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-...	44,068.66	40,500.00	3,568.66	108.8%
<b>Total 310.000 · Taxes-Other</b>	64,068.66	60,500.00	3,568.66	105.9%
<b>361.100 · Interest Income</b>	16.49	400.00	-383.51	4.1%
<b>Total Income</b>	64,085.15	60,900.00	3,185.15	105.2%
<b>Gross Profit</b>	64,085.15	60,900.00	3,185.15	105.2%
<b>Expense</b>				
<b>510.000 · Operating Expenses</b>				
510.311 · Legal Services	105.00	2,000.00	-1,895.00	5.3%
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	1,773.93	2,000.00	-226.07	88.7%
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	46.89	500.00	-453.11	9.4%
510.490 · Other Expenditures	50.00			
510.510 · Office Supplies - CRA	0.00	500.00	-500.00	0.0%
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	24,696.00	-24,696.00	0.0%
<b>Total 510.000 · Operating Expenses</b>	2,150.82	37,896.00	-35,745.18	5.7%
510.320 · Accounting & Auditing	779.77	3,000.00	-2,220.23	26.0%
510.581 · Transfer Out - Other Funds	15,003.00	20,004.00	-5,001.00	75.0%
<b>Total Expense</b>	17,933.59	60,900.00	-42,966.41	29.4%
<b>Net Income</b>	<b>46,151.56</b>	<b>0.00</b>	<b>46,151.56</b>	<b>100.0%</b>

City of Eagle Lake CRA  
**Balance Sheet**  
As of June 30, 2022

	<u>Jun 30, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
101.408 · PB- CRA COMMUNITY REDEVELOPMENT	232,871.57
Total Checking/Savings	232,871.57
Other Current Assets	
131.382 · DUE TO GENERAL FUND-ADMIN FEES	-11,934.94
Total Other Current Assets	-11,934.94
Total Current Assets	220,936.63
<b>TOTAL ASSETS</b>	<b><u>220,936.63</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202.000 · Accounts Payable	105.00
Total Accounts Payable	105.00
Other Current Liabilities	
131.390 · DUE TO GENERAL FUND --LOAN PAY	16,000.00
Total Other Current Liabilities	16,000.00
Total Current Liabilities	16,105.00
Total Liabilities	16,105.00
Equity	
1110 · Retained Earnings	158,680.07
Net Income	46,151.56
Total Equity	204,831.63
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>220,936.63</u></b>



## CITY OF EAGLE LAKE - GENERAL FUND

## ACCOUNT BALANCE

JULY 2022

<b>ACCOUNT BALANCE AS OF JUNE 30, 2022</b>	2,804,212.68
DEPOSITS	834,224.84
CLEARED CHECKS	(705,395.40)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
<b>ACCOUNT BALANCE AS OF JULY 31, 2022</b>	<b>2,933,042.12</b>

**OUTSTANDING CHECKS:**

44428	CITY OF TAYLORS FALLS PCCA - REF	(100.00)
44581	SABRINA MORRISON - REF	(200.00)
44617	SOCIAL BUTTERFLY CREATIONS CO	(30.00)
44655	LAMONA RIVERA **REF	(200.00)
44659	PATRICIA RICHARDSON - REF	(19.89)
44676	BRIGHT HOUSE NETWORKS 0050679369-02	(750.17)
44683	STAPLES CREDIT PLAN	(487.15)
44679	HILL MANUFACTURING COMPANY INC	(190.99)
44694	FLORIDA BLUE	(16,967.10)
44716	UTILITY FUND	(8,120.22)
EFT	FMPTF	(3,634.72)
44704	BUSINESS CARD - TE	(1,104.42)
44703	BUSINESS CARD - DW	(787.36)
44707	City of Eagle Lake Water Dept	(601.81)
44696	GUARDIAN	(541.22)
44702	ARMCHEM INTERNATIONAL CORP.	(340.50)
44701	WASHINGTON NATIONAL INS CO	(332.70)
44697	Liberty National Insurance Company QB	(301.48)
44698	LINCOLN FINANCIAL GROUP	(252.53)
44708	FLORIDA PEST CONTROL	(224.00)
44699	MINNESOTA LIFE	(190.80)
44714	RICOH USA INC	(165.85)
44705	CDN PARTNERS INC	(125.00)
44695	Florida Municipal Insurance Trust QB	(101.84)
44711	POLK TRACTOR COMPANY	(97.93)
44712	Precision Safe & Lock	(90.50)
44706	CENGAGE LEARNING INC / GALE	(23.20)
44700	New York Life Ins QB	(21.68)
JE #3	Florida Department of Revenue	(14.00)
TOTAL OUTSTANDING CHECKS:		(36,017.06)

CITY OF EAGLE LAKE - GENERAL FUND  
ACCOUNT BALANCE

Deposit	07/28/2022	362.00
TOTAL OUTSTANDING DEPOSITS:		<u>616.64</u>
REMAINING ACCOUNT BALANCE:		<u>2,897,641.70</u>

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through July 2022**

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>310.000 · Taxes</b>				
311.000 · Ad Valorem Taxes	941,861.11	935,029.00	6,832.11	100.7%
<b>312.000 · Sales, Use &amp; Gas Taxes</b>				
312.300 · 9th Cent Gas Tax	11,844.52	15,500.00	-3,655.48	76.4%
312.410 · Local Option Gas Tax	67,972.71	85,598.00	-17,625.29	79.4%
312.412 · Local Gov. 1/2 cent sales tax	191,209.34	186,566.00	4,643.34	102.5%
312.420 · 5-cent Local Option Gas Tax	51,094.91	53,842.00	-2,747.09	94.9%
<b>Total 312.000 · Sales, Use &amp; Gas Taxes</b>	<b>322,121.48</b>	<b>341,506.00</b>	<b>-19,384.52</b>	<b>94.3%</b>
<b>314.000 · Utility Service Taxes</b>				
314.100 · Electric Utility Service Tax	150,640.72	160,000.00	-9,359.28	94.2%
314.150 · Water Utility Service Tax	34,547.40	40,000.00	-5,452.60	86.4%
314.400 · Natural Gas Service Tax	99.85	1,000.00	-900.15	10.0%
314.800 · Propane Service Tax	1,410.64	1,500.00	-89.36	94.0%
315.000 · Local Communications Serv. Tax	66,079.54	72,000.00	-5,920.46	91.8%
<b>Total 314.000 · Utility Service Taxes</b>	<b>252,778.15</b>	<b>274,500.00</b>	<b>-21,721.85</b>	<b>92.1%</b>
<b>323.000 · Franchise Fees</b>				
323.100 · Electric Franchise Fees	152,906.36	155,000.00	-2,093.64	98.6%
323.400 · Natural Gas Franchise Fees	2,199.66	0.00	2,199.66	100.0%
323.700 · Solid Waste Franchise Fee	15,000.00	23,000.00	-8,000.00	65.2%
<b>Total 323.000 · Franchise Fees</b>	<b>170,106.02</b>	<b>178,000.00</b>	<b>-7,893.98</b>	<b>95.6%</b>
<b>Total 310.000 · Taxes</b>	<b>1,686,866.76</b>	<b>1,729,035.00</b>	<b>-42,168.24</b>	<b>97.6%</b>
<b>330.000 · Intergovernmental Revenue</b>				
<b>331.000 · Federal Grants</b>				
331.391 · CDBG Revenue	0.00	54,176.00	-54,176.00	0.0%
<b>Total 331.000 · Federal Grants</b>	<b>0.00</b>	<b>54,176.00</b>	<b>-54,176.00</b>	<b>0.0%</b>
<b>335.000 · State Shared Revenues</b>				
335.120 · SRS Sales Tax	71,996.73	70,000.00	1,996.73	102.9%
335.122 · SRS - Motor Fuel Tax	27,998.73	30,000.00	-2,001.27	93.3%
335.150 · Alcoholic Beverage Licenses	199.09	500.00	-300.91	39.8%
<b>Total 335.000 · State Shared Revenues</b>	<b>100,194.55</b>	<b>100,500.00</b>	<b>-305.45</b>	<b>99.7%</b>
<b>338.800 · County Shared Revenue</b>				
337.700 · Library Cooperative	25,000.00	25,000.00	0.00	100.0%
337.710 · Delivery Driver System Funding	94,900.85	114,794.00	-19,893.15	82.7%
338.200 · Polk County Occupational Licens	-35.45	1,800.00	-1,835.45	-2.0%
<b>Total 338.800 · County Shared Revenue</b>	<b>119,865.40</b>	<b>141,594.00</b>	<b>-21,728.60</b>	<b>84.7%</b>
<b>Total 330.000 · Intergovernmental Revenue</b>	<b>220,059.95</b>	<b>296,270.00</b>	<b>-76,210.05</b>	<b>74.3%</b>
<b>340.000 · Charges for Services</b>				
341.200 · Zoning Fees	6,350.00	500.00	5,850.00	1,270.0%
341.300 · Copies/Certifications	21.45	75.00	-53.55	28.6%
342.900 · FDOT Roadway Maintenance	11,965.01	12,000.00	-34.99	99.7%
342.901 · FDOT Lighting Maintenance	18,205.99	15,784.00	2,421.99	115.3%
352.000 · Library Fines and Collections	1,124.49	1,500.00	-375.51	75.0%
<b>Total 340.000 · Charges for Services</b>	<b>37,666.94</b>	<b>29,859.00</b>	<b>7,807.94</b>	<b>126.1%</b>
<b>350.000 · Fines &amp; Forfeitures</b>				
341.541 · Police Fines	7,219.11	5,000.00	2,219.11	144.4%
350.100 · Other Fines and Forfeitures	0.00	100.00	-100.00	0.0%
350.000 · Fines & Forfeitures - Other	1,112.05			
<b>Total 350.000 · Fines &amp; Forfeitures</b>	<b>8,331.16</b>	<b>5,100.00</b>	<b>3,231.16</b>	<b>163.4%</b>
<b>360.000 · Other Revenue</b>				
361.100 · Interest Income	325.27	7,000.00	-6,674.73	4.6%
361.110 · Facilities Deposits	6,450.00	1,500.00	4,950.00	430.0%

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through July 2022**

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
362.100 · Facilities Rental	10,124.99	9,000.00	1,124.99	112.5%
362.200 · Sprint Tower Lease	0.00	37,325.00	-37,325.00	0.0%
362.201 · T-Mobile Tower Lease	46,743.60	22,500.00	24,243.60	207.7%
366.000 · Private Donations				
366.101 · Trick or Treat Lane Donations	2,000.00			
366.000 · Private Donations - Other	600.00	1,500.00	-900.00	40.0%
Total 366.000 · Private Donations	2,600.00	1,500.00	1,100.00	173.3%
369.900 · Miscellaneous Income				
369.125 · LIEN PAYMENTS	50.00			
369.310 · Misc Revenue - Engineering Fees	146,878.09			
369.994 · Library Grant	3,500.00			
369.996 · E-Rate Reimbursement	755.78			
369.900 · Miscellaneous Income - Other	28,603.28	14,000.00	14,603.28	204.3%
Total 369.900 · Miscellaneous Income	179,787.15	14,000.00	165,787.15	1,284.2%
Total 360.000 · Other Revenue	246,031.01	92,825.00	153,206.01	265.0%
367.000 · Licenses and Permits				
316.000 · Business Tax Receipts	3,963.19	8,500.00	-4,536.81	46.6%
322.000 · Building Permits Other				
322.060 · Plan Review Fee	116,046.26	2,000.00	114,046.26	5,802.3%
322.070 · DCA BLDG Cert Charge 1%	273.63	50.00	223.63	547.3%
322.100 · DBPR Radon Surcharge-1%	392.30	50.00	342.30	784.6%
322.150 · Contractor's Registration	570.00	300.00	270.00	190.0%
322.200 · Polk County Imp.Fees 3%	7,082.53	100.00	6,982.53	7,082.5%
322.300 · Building Inspection Fees	175,240.00	9,000.00	166,240.00	1,947.1%
322.400 · Building Permits	241,911.48	10,000.00	231,911.48	2,419.1%
324.610 · Parks and Rec Impact Fee	105,014.00	0.00	105,014.00	100.0%
324.611 · Public BLDG & Fac - Res	357,984.00	0.00	357,984.00	100.0%
Total 322.000 · Building Permits Other	1,004,514.20	21,500.00	983,014.20	4,672.2%
Total 367.000 · Licenses and Permits	1,008,477.39	30,000.00	978,477.39	3,361.6%
369.030 · MISC INC - POLK CTY CLERKS ASSO	2,100.00			
382.000 · Transfers - IN	88,503.40	143,004.00	-54,500.60	61.9%
382.100 · CRA Transfer - IN	16,670.00	20,004.00	-3,334.00	83.3%
Total Income	3,314,706.61	2,346,097.00	968,609.61	141.3%
Gross Profit	3,314,706.61	2,346,097.00	968,609.61	141.3%
Expense				
510.000 · General Government				
511.000 · Commissioner Costs				
511.100 · Employee Benefits	522.45	600.00	-77.55	87.1%
511.110 · City Commission Fees/Salaries	6,829.50	8,195.00	-1,365.50	83.3%
511.300 · Operating Expenditures				
511.240 · Workers Compensation Insurance	45.69	150.00	-104.31	30.5%
511.310 · Engineering Services	204,047.98	5,000.00	199,047.98	4,081.0%
511.311 · Legal Services	7,875.00	10,000.00	-2,125.00	78.8%
511.313 · Planning Services	0.00	5,000.00	-5,000.00	0.0%
511.320 · Accounting & Auditing	8,700.00	11,500.00	-2,800.00	75.7%
511.321 · Financial Reporting Svcs	11,263.83	15,000.00	-3,736.17	75.1%
511.340 · Contractual Services	8,867.00	2,500.00	6,367.00	354.7%
511.341 · Election Fees	49.17	3,000.00	-2,950.83	1.6%
511.410 · Communication Services	2,694.55	3,600.00	-905.45	74.8%
511.420 · Postage	299.00	1,000.00	-701.00	29.9%
511.450 · Insurance Property	88,055.00	50,000.00	38,055.00	176.1%
511.460 · Repair & Maint Svcs Comm Bldg	0.00	10,500.00	-10,500.00	0.0%
511.470 · Printing and Binding/ Municipal	1,175.00	4,500.00	-3,325.00	26.1%
511.480 · Advertising / Promotions	2,338.79	5,000.00	-2,661.21	46.8%
511.490 · Other Current Charges	5,985.06	12,000.00	-6,014.94	49.9%
511.512 · Trick or Treat Lane	6,968.04	2,500.00	4,468.04	278.7%

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through July 2022**

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
511.540 · Education and Training - CC	550.00			
511.541 · Travel, Meetings, and Dues	1,460.40	5,000.00	-3,539.60	29.2%
511.991 · Contingency Fund	0.00	5,500.00	-5,500.00	0.0%
511.992 · Debt Service 1999 Rev Bond	0.00	91,100.00	-91,100.00	0.0%
511.993 · CRA/Community Redevelopment Age	20,000.00	20,000.00	0.00	100.0%
511.998 · Reserve / Contingency	0.00	186,065.00	-186,065.00	0.0%
<b>Total 511.300 · Operating Expenditures</b>	<b>370,374.51</b>	<b>448,915.00</b>	<b>-78,540.49</b>	<b>82.5%</b>
511.600 · CAPITAL OUTLAY	88,289.64	70,000.00	18,289.64	126.1%
<b>Total 511.000 · Commissioner Costs</b>	<b>466,016.10</b>	<b>527,710.00</b>	<b>-61,693.90</b>	<b>88.3%</b>
<b>512.000 · CITY MANAGER</b>				
512.100 · Employee Benefits	24,724.13	32,400.00	-7,675.87	76.3%
512.120 · Salaries and Wages	86,303.20	102,183.00	-15,879.80	84.5%
512.300 · Operating Expenditures				
512.240 · Workers Compensation Insurance	685.96	1,900.00	-1,214.04	36.1%
512.340 · Contractual Services	0.00	500.00	-500.00	0.0%
512.410 · Communication Services	2,015.22	2,450.00	-434.78	82.3%
512.420 · Postage	32.19	650.00	-617.81	5.0%
512.460 · Repairs & Maintenance	0.00	500.00	-500.00	0.0%
512.490 · Other Expenditures	0.00	1,500.00	-1,500.00	0.0%
512.540 · Education & Training	2,131.86	3,000.00	-868.14	71.1%
512.541 · Travel, Meetings, and Dues	1,985.57	2,000.00	-14.43	99.3%
512.991 · Contingency Fund	0.00	2,000.00	-2,000.00	0.0%
<b>Total 512.300 · Operating Expenditures</b>	<b>6,850.80</b>	<b>14,500.00</b>	<b>-7,649.20</b>	<b>47.2%</b>
<b>Total 512.000 · CITY MANAGER</b>	<b>117,878.13</b>	<b>149,083.00</b>	<b>-31,204.87</b>	<b>79.1%</b>
<b>513.000 · Administration</b>				
513.030 · PCCA EXPENSE- ATHENIAN DIALOGUE	2,100.00			
513.100 · Employee Benefits	57,275.41	78,000.00	-20,724.59	73.4%
513.121 · Salaries and Wages	144,707.67	177,344.00	-32,636.33	81.6%
513.140 · Overtime	679.34	300.00	379.34	226.4%
513.300 · Operating Expenditures				
513.240 · Workers Compensation Insurance	1,297.73	4,500.00	-3,202.27	28.8%
513.340 · Contractual Svcs (Copier/Lease)	7,243.23	12,000.00	-4,756.77	60.4%
513.410 · Communication Services	3,493.73	15,000.00	-11,506.27	23.3%
513.420 · Postage	5,186.21	5,000.00	186.21	103.7%
513.430 · Utility Services	2,244.77	3,500.00	-1,255.23	64.1%
513.460 · Repair & Maintenance	0.00	5,000.00	-5,000.00	0.0%
513.490 · Other Expenditures	728.07	9,500.00	-8,771.93	7.7%
513.510 · Office Supplies	1,505.31	5,000.00	-3,494.69	30.1%
513.540 · Education and Training	4,722.43	8,000.00	-3,277.57	59.0%
513.541 · Travel, Meetings, & Dues	4,229.39	6,000.00	-1,770.61	70.5%
513.991 · Contingency Fund	0.00	1,500.00	-1,500.00	0.0%
<b>Total 513.300 · Operating Expenditures</b>	<b>30,650.87</b>	<b>75,000.00</b>	<b>-44,349.13</b>	<b>40.9%</b>
<b>Total 513.000 · Administration</b>	<b>235,413.29</b>	<b>330,644.00</b>	<b>-95,230.71</b>	<b>71.2%</b>
<b>Total 510.000 · General Government</b>	<b>819,307.52</b>	<b>1,007,437.00</b>	<b>-188,129.48</b>	<b>81.3%</b>
<b>521.000 · Police Department</b>				
521.300 · Operating Expenditures - PD				
521.340 · Contractual Services - Sheriff	558,001.00	558,001.00	0.00	100.0%
521.410 · Communication Services	1,505.03	2,000.00	-494.97	75.3%
521.430 · Utility Services	2,244.77	3,000.00	-755.23	74.8%
521.490 · Other Expenditures	205.00			
<b>Total 521.300 · Operating Expenditures - PD</b>	<b>561,955.80</b>	<b>563,001.00</b>	<b>-1,045.20</b>	<b>99.8%</b>
<b>Total 521.000 · Police Department</b>	<b>561,955.80</b>	<b>563,001.00</b>	<b>-1,045.20</b>	<b>99.8%</b>
<b>541.000 · Streets</b>				



**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through July 2022**

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
541.100 · Employee Benefits	13,404.72	21,600.00	-8,195.28	62.1%
541.120 · Salaries and Wages	26,443.98	27,040.00	-596.02	97.8%
541.140 · Overtime	0.00	2,000.00	-2,000.00	0.0%
541.300 · Operating Expenditures - ST				
541.240 · Workers Compensation Insurance	613.16	700.00	-86.84	87.6%
541.310 · Engineering	6,384.60	2,000.00	4,384.60	319.2%
541.311 · NPDES Charges	124.00			
541.340 · Contractual Services	0.00	2,000.00	-2,000.00	0.0%
541.400 · Petroleum Products	596.65	3,500.00	-2,903.35	17.0%
541.410 · Communication Services	675.52	2,400.00	-1,724.48	28.1%
541.430 · Utility Services	34,313.59	40,000.00	-5,686.41	85.8%
541.460 · Repair and Maintenance	7,929.94	11,000.00	-3,070.06	72.1%
541.490 · Other Expenditures	97.72	1,000.00	-902.28	9.8%
541.521 · Supplies & Materials	426.94	2,000.00	-1,573.06	21.3%
541.522 · Uniforms	0.00	375.00	-375.00	0.0%
541.530 · Road Materials/Street Repair	31.20	2,500.00	-2,468.80	1.2%
541.630 · Street Signs	0.00	5,000.00	-5,000.00	0.0%
Total 541.300 · Operating Expenditures - ST	51,193.32	72,475.00	-21,281.68	70.6%
541.600 · Capital Outlay - ST				
541.603 · Trsfer Out-Restr. 5 Cent GasTx	0.00	79,000.00	-79,000.00	0.0%
541.600 · Capital Outlay - ST - Other	248,287.16			
Total 541.600 · Capital Outlay - ST	248,287.16	79,000.00	169,287.16	314.3%
Total 541.000 · Streets	339,329.18	202,115.00	137,214.18	167.9%
550.000 · Building and Code Enforcement				
550.100 · Employee Benefits	16,913.70	24,000.00	-7,086.30	70.5%
550.120 · Salaries and Wages	45,925.91	63,744.00	-17,818.09	72.0%
550.300 · Operating Expenditures				
550.240 · Workers Compensation Insurance	952.89	1,200.00	-247.11	79.4%
550.311 · Legal Services & Magistrate	3,620.00	5,000.00	-1,380.00	72.4%
550.340 · Contractual Services (Code Enf)	62.50	0.00	62.50	100.0%
550.400 · Petroleum Products	80.11	1,500.00	-1,419.89	5.3%
550.410 · Communication Services	575.31	2,100.00	-1,524.69	27.4%
550.420 · Postage	379.15	400.00	-20.85	94.8%
550.490 · Other Expenditures	368.97	525.00	-156.03	70.3%
550.491 · Code Enforcement Other	12,644.32	22,000.00	-9,355.68	57.5%
550.522 · Uniforms	0.00	300.00	-300.00	0.0%
550.540 · Education & Training	525.00	1,000.00	-475.00	52.5%
550.541 · Travel, Meetings & Dues	94.89	2,000.00	-1,905.11	4.7%
Total 550.300 · Operating Expenditures	19,303.14	36,025.00	-16,721.86	53.6%
Total 550.000 · Building and Code Enforcement	82,142.75	123,769.00	-41,626.25	66.4%
571.000 · Library				
571.100 · Employee Benefits	32,285.71	49,600.00	-17,314.29	65.1%
571.120 · Salaries and Wages	24,361.54	27,363.00	-3,001.46	89.0%
571.128 · Delivery Van Drivers				
571.140 · Overtime	0.00	4,500.00	-4,500.00	0.0%
571.212 · FICA VAN DRIVER	4,690.12			
571.128 · Delivery Van Drivers - Other	58,927.38	67,849.00	-8,921.62	86.9%
Total 571.128 · Delivery Van Drivers	63,617.50	72,349.00	-8,731.50	87.9%
571.300 · Operating Expenditures				
571.240 · Workers Compensation Insurance	1,824.55	2,200.00	-375.45	82.9%
571.410 · Communication Services	2,204.83	3,300.00	-1,095.17	66.8%
571.420 · Postage	211.70	250.00	-38.30	84.7%
571.430 · Utility Services	2,244.74	3,300.00	-1,055.26	68.0%
571.460 · Repair and Maintenance	106.48	500.00	-393.52	21.3%
571.490 · Other Expenditures	665.53			

**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through July 2022**

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
571.510 · Office Supplies				
571.551 · OFFICE SUPPLIES - GRANT	666.98			
571.510 · Office Supplies - Other	1,756.44	600.00	1,156.44	292.7%
<b>Total 571.510 · Office Supplies</b>	<b>2,423.42</b>	<b>600.00</b>	<b>1,823.42</b>	<b>403.9%</b>
571.521 · Operating Expenses---LB Van Dri	500.40	500.00	0.40	100.1%
571.660 · Books & Materials				
571.665 · BOOKS & MATERIALS - GRANT	2,089.70			
571.660 · Books & Materials - Other	1,703.80	1,500.00	203.80	113.6%
<b>Total 571.660 · Books &amp; Materials</b>	<b>3,793.50</b>	<b>1,500.00</b>	<b>2,293.50</b>	<b>252.9%</b>
<b>Total 571.300 · Operating Expenditures</b>	<b>13,975.15</b>	<b>12,150.00</b>	<b>1,825.15</b>	<b>115.0%</b>
<b>Total 571.000 · Library</b>	<b>134,239.90</b>	<b>161,462.00</b>	<b>-27,222.10</b>	<b>83.1%</b>
572.000 · Parks & Rec				
572.100 · Employee Benefits	13,760.09	19,200.00	-5,439.91	71.7%
572.120 · Salaries and Wages	24,833.75	28,863.00	-4,029.25	86.0%
572.300 · Operating Expenditures				
572.240 · Workers Compensation Insurance	577.91	750.00	-172.09	77.1%
572.340 · Contractual Services	3,426.00	10,000.00	-6,574.00	34.3%
572.400 · Petroleum Products	2,340.45	6,000.00	-3,659.55	39.0%
572.410 · Communication Services	403.90	2,000.00	-1,596.10	20.2%
572.430 · Utility Services	36,062.64	49,000.00	-12,937.36	73.6%
572.460 · Repair & Maintenance	32,251.26	20,000.00	12,251.26	161.3%
572.461 · Grounds-Bldg/Clean/Maint/Veh	26,619.36	24,000.00	2,619.36	110.9%
572.490 · Other Expenditures	955.83	500.00	455.83	191.2%
572.512 · Trick or Treat Lane	0.00	2,500.00	-2,500.00	0.0%
572.513 · Hometown Festival (Fireworks)	3,025.00	5,500.00	-2,475.00	55.0%
572.521 · Supplies & Materials	3,698.18	7,000.00	-3,301.82	52.8%
572.654 · Mistletoe Marketplace	1,339.75	3,000.00	-1,660.25	44.7%
572.814 · CDBG (Grants)	94,197.71	90,000.00	4,197.71	104.7%
572.888 · Facilities Deposit Refunds - PR	7,825.00			
<b>Total 572.300 · Operating Expenditures</b>	<b>212,722.99</b>	<b>220,250.00</b>	<b>-7,527.01</b>	<b>96.6%</b>
572.600 · Capital Outlay - PR	13,545.00	20,000.00	-6,455.00	67.7%
<b>Total 572.000 · Parks &amp; Rec</b>	<b>264,861.83</b>	<b>288,313.00</b>	<b>-23,451.17</b>	<b>91.9%</b>
6560 · Payroll Expenses	-1,010.25			
<b>Total Expense</b>	<b>2,200,826.73</b>	<b>2,346,097.00</b>	<b>-145,270.27</b>	<b>93.8%</b>
<b>Net Ordinary Income</b>	<b>1,113,879.88</b>	<b>0.00</b>	<b>1,113,879.88</b>	<b>100.0%</b>
<b>Net Income</b>	<b>1,113,879.88</b>	<b>0.00</b>	<b>1,113,879.88</b>	<b>100.0%</b>

**CITY OF EAGLE LAKE**  
**Balance Sheet**  
As of July 31, 2022

	Jul 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.000 · Cash & Cash Equivalents	
101.103 · CS - GENERAL FUND	2,897,641.70
102.000 · Reclass to restricted cash	-71,116.79
102.216 · Petty Cash	200.00
102.217 · Petty Cash Library	15.00
<b>Total 100.000 · Cash &amp; Cash Equivalents</b>	<b>2,826,739.91</b>
101.256 · CS - BUILDING/CODE ENFORCEMENT	837.44
101.257 · CS - PARKS & REC FUND	317,858.31
101.258 · CS - PUBLIC BUILDING FUND	1,147,340.78
101.259 · CS- TRANSPORTATION FUND	28,950.55
115.100 · Reclass FROM unrestricted cash	0.28
<b>Total Checking/Savings</b>	<b>4,321,727.27</b>
<b>Accounts Receivable</b>	
115.101 · *Accounts Receivable	100,363.37
<b>Total Accounts Receivable</b>	<b>100,363.37</b>
<b>Other Current Assets</b>	
115.000 · Due From Other Governments	71,116.79
115.200 · A/R Due from Others	36,518.43
115.300 · A/R - Due from Governments	27,635.87
116.110 · Return Checks Receivable	80.00
130.000 · Due From (To) Utility/CRA Fund	
131.100 · Due From Utility Fund-Payroll	17,304.71
131.200 · Due From Utility-Sani/Storm	-15,772.00
131.250 · Due From/To Utility Daily Dep.	1,058.98
131.350 · Due To/From Utility Fund -OTHER	-4,924.30
131.382 · DUE FROM CRA FUND-ADMIN FEES	11,934.94
131.390 · DUE FROM CRA	16,000.00
<b>Total 130.000 · Due From (To) Utility/CRA Fund</b>	<b>25,602.33</b>
149.900 · Undeposited Funds	55,633.68
2120 · Payroll Asset	0.01
<b>Total Other Current Assets</b>	<b>216,587.11</b>
<b>Total Current Assets</b>	<b>4,638,677.75</b>
<b>TOTAL ASSETS</b>	<b>4,638,677.75</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
202.100 · Accounts Payable	58,845.54
<b>Total Accounts Payable</b>	<b>58,845.54</b>
<b>Other Current Liabilities</b>	
202.200 · Accounts Pay.Yr.End.	9,294.82
203.100 · Sales Tax Payable	286.28
205.000 · Polk County Impact Fees Payable	247,924.69
205.101 · POLK COUNTY SHERIFF EDUCATION	2,660.30
205.102 · POLK COUNTY FIRE REVIEW	2,691.20
205.200 · DBPR Fee Payable	-482.59
205.201 · DCA PAYABLE	-3,480.62
208.101 · DUE TO STATE UNCLAIMED PROPERTY	-75.00
210.000 · Accrd Exp & Other Liabilities	
218.110 · Withholding Payable	-52.96
218.190 · Cobra Insurance Payable	156.94

**CITY OF EAGLE LAKE**  
**Balance Sheet**  
As of July 31, 2022

	Jul 31, 22
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
2100.10 · LIBERTY LIFE QB	-0.07
2100.11 · COLONIAL ACCIDENT CANCER QB	0.03
2100.26 · PAYROLL TAXES	1.00
2100.33 · CLERK OF COURTS	381.56
Total 2100 · Payroll Liabilities	487.52
215.000 · Accrued Payroll and Benefits	25,087.98
Total Other Current Liabilities	284,498.56
Total Current Liabilities	343,344.10
Total Liabilities	343,344.10
Equity	
271.100 · Fund Balance	3,181,453.77
Net Income	1,113,879.88
Total Equity	4,295,333.65
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,638,677.75</b>

## CITY OF EAGLE LAKE - UTILITY FUND

## ACCOUNT BALANCE

JULY 2022

<b>ACCOUNT BALANCE AS OF JUNE 30, 2022</b>	2,527,557.33
DEPOSITS	252,669.84
CLEARED CHECKS	(285,299.23)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
<b>ACCOUNT BALANCE AS OF JULY 31, 2022</b>	<b>2,494,927.94</b>

**OUTSTANDING CHECKS:**

19692	LUIS SANCHEZ - REF	(49.53)
19719	ANH NGUYEI MOHAMMED ALAM - REF	(200.00)
20121	MICHELLE RICHARDSON - REF	(45.26)
20283	AROMA CHR MATT LANKFORD - REF	(58.76)
20561	SHEILA PAGI ROBERT WHITCHARD	(120.13)
21507	JESUS CANALES - REF	(31.23)
21682	WALTER O'BYRNE - REF	(50.88)
21667	HEATHER MCKENZIE - REF	(19.42)
21713	SHELBY DIAZ - REF	(55.65)
21740	ALFONSO ARCADIO ESTRADA - REF	(166.24)
21769	RESHEENA HARDY - REF	(29.33)
21793	PAULA TIERNEY - REF	(37.70)
21892	TOM PERRY ST - REF	(30.81)
21972	BRANDON GIBSON - REF	(31.01)
22400	LORIN OVERSMITH JR - REF	(122.65)
22465	RICHARD DANIELS - REF	(102.68)
22468	TONY HAMM - REF	(2.59)
22523	FIDENCIO COSTILLA - REF	(15.62)
22568	VSP TAMPA LLC - REF	(124.38)
22554	KEREN ALEXIS - REF	(95.26)
22550	JEANNIE SHANKS - REF	(27.47)
22571	ARIEL SANTOS - REF	(120.30)
22616	STEIN MEIR & RONA 2015 REVOCABLE TRUST -	(7.00)
22671	RYAN RAMOS - REF	(76.87)
22678	BLUE HILL CONTRACTORS INC - REF	(3.11)
22740	CHRISTOPHER MAXWELL - REF	(285.24)
22746	EAGLE LAKE RESIDENTIAL - REF	(206.52)
22801	KATHERINE MONTANA DE JESUS - REF	(149.70)
22805	RAJU GANDI MATILDE VELAZQUEZ - REF	(69.91)
22866	CITY OF BAR JAMES PITTS	(556.74)
22868	D R HORTON BETTY MILLER	(200.00)
22881	RAYMOND S' ANDREW SANBOWER	(41.70)
JE #20	HAROLD REESE - REF	(10.00)



CITY OF EAGLE LAKE - UTILITY FUND  
ACCOUNT BALANCE

22946	ADRE POLEON - REF	(69.33)
22981	SHERDRICA BAZIL - REF	(16.48)
22976	REBECCA WISE - REF	(6.90)
23051	TACO STOP -REF	(96.85)
23034	KIMBERLY LOPES - REF	(38.54)
23081	JOHN SHELTON - REF	(120.85)
23134	JULIAN HILLS LLC - REF	(14.23)
23180	THORNTON & COMPANY - REF	(56.52)
23170	ERIKA COREANO - REF	(24.19)
23232	GEOFFERY LOVERIDGE - REF	(103.14)
23234	JIMMY DESIR - REF	(15.42)
23259	LACHEN AGOUZOUL - REF	(201.56)
23271	VANESSA MASCORRO-ESTRADA - REF	(104.86)
23258	KOBE BRYAN - REF	(22.59)
23268	SFR JV-2 PROPERTY LLC - REF	(21.70)
23254	DAPHNE HOLLEY - REF	(13.41)
23278	CITY OF BARTOW	(8,351.10)
23275	BRENNTAG MID-SOUTH INC	(1,686.80)
23288	SOUTHERN UTILITY SERVICE INC	(1,640.00)
23289	STAPLES CREDIT PLAN	(197.53)
23276	BRIGHT HOUSE NETWORKS 00500496906-01	(106.30)
23277	BRIGHT HOUSE NETWORKS 0050679369-02	(104.02)
23291	D R HORTON - REF	(82.67)
23292	D R HORTON - REF	(75.80)
23284	FRONTIER 863-293-2804-101415-5	(59.83)
23280	D R HORTON - REF	(58.69)
JE #20		(762.18)
23300	WILLIAMS CONSTRUCTION COMPANY, LLC *	(15,208.67)
23296	FERGUSON ENTERPRISES, INC. WATERWORKS	(2,304.51)
23294	CITY OF BARTOW	(1,670.22)
23297	QUALITY HEATING & AIR CONDITIONING	(180.00)
23299	TRICIA NGUYEN - REF	(129.70)
23295	D R HORTON - REF	(113.65)
23298	REPUBLIC SERVICES	(64.20)
23293	CHRISTOPHER POLSTON - REF	(58.56)

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(36,924.69)

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General Journal	07/27/2022	762.18
Deposit	07/28/2022	75.00
General Journal	07/28/2022	1,752.93
Deposit	07/29/2022	400.00
General Journal	07/29/2022	1,482.85
General Journal	07/30/2022	278.11
General Journal	07/31/2022	294.68

CITY OF EAGLE LAKE - UTILITY FUND  
ACCOUNT BALANCE

TOTAL OUTSTANDING DEPOSITS:

5,045.75

REMAINING ACCOUNT BALANCE:

2,463,049.00

**City of Eagle Lake-Utility Fund**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through July 2022**

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
324.210 · Impact Fees-Water-residential	806,000.00			
324.211 · Impact Fees-Sewer-residential	672,610.90			
<b>343.000 · Charges for Services</b>				
343.300 · Water Charges / User Fee	542,181.18	600,000.00	-57,818.82	90.4%
343.310 · Water Taps	66,550.00	3,000.00	63,550.00	2,218.3%
343.311 · New Water Meters	236,685.00	5,000.00	231,685.00	4,733.7%
343.312 · Water Reconnect Fee	0.00	8,000.00	-8,000.00	0.0%
343.330 · Service Charge - 1/2	29,897.33	16,000.00	13,897.33	186.9%
343.360 · Customer Billing Fee - 1/3	53,511.00	55,000.00	-1,489.00	97.3%
<b>343.400 · Garbage Collection</b>				
343.410 · GARBAGE TOTE SALES	449.40			
343.400 · Garbage Collection - Other	456,949.75	435,000.00	21,949.75	105.0%
<b>Total 343.400 · Garbage Collection</b>	<b>457,399.15</b>	<b>435,000.00</b>	<b>22,399.15</b>	<b>105.1%</b>
343.500 · Sewer Charges / User Fee	671,098.95	700,000.00	-28,901.05	95.9%
343.510 · Tap Fees - Sewer	91,000.00	3,000.00	88,000.00	3,033.3%
343.520 · Polk County Utility Tax-CITY SH	135.03	100.00	35.03	135.0%
343.900 · Stormwater Fees	64,508.17	65,000.00	-491.83	99.2%
349.000 · Late Fees - 1/2	35,074.60	30,000.00	5,074.60	116.9%
<b>Total 343.000 · Charges for Services</b>	<b>2,248,040.41</b>	<b>1,920,100.00</b>	<b>327,940.41</b>	<b>117.1%</b>
361.000 · Interest Income	478.77	4,500.00	-4,021.23	10.6%
369.901 · Miscellaneous Income - 1/2	5,557.60	2,000.00	3,557.60	277.9%
<b>Total Income</b>	<b>3,732,687.68</b>	<b>1,926,600.00</b>	<b>1,806,087.68</b>	<b>193.7%</b>
<b>Gross Profit</b>	<b>3,732,687.68</b>	<b>1,926,600.00</b>	<b>1,806,087.68</b>	<b>193.7%</b>
<b>Expense</b>				
<b>533.000 · Water</b>				
533.100 · Employee Benefits	44,369.46	66,000.00	-21,630.54	67.2%
533.120 · Salaries and Wages	114,050.75	132,559.00	-18,508.25	86.0%
533.125 · On Call Pay	8,848.14	8,500.00	348.14	104.1%
533.140 · Overtime	2,378.11	3,500.00	-1,121.89	67.9%
<b>533.300 · Operating Expenses</b>				
533.240 · Insurance	2,298.58	3,000.00	-701.42	76.6%
533.310 · Engineering Services	2,125.60	10,000.00	-7,874.40	21.3%
533.311 · Legal Services	2,105.00	5,000.00	-2,895.00	42.1%
533.320 · Accounting & Auditing - WD	6,000.00	6,000.00	0.00	100.0%
533.340 · Contractual Services	6,447.08	6,500.00	-52.92	99.2%
533.400 · Petroleum Products	8,167.13	10,000.00	-1,832.87	81.7%
533.410 · Communications Services	4,822.33	7,000.00	-2,177.67	68.9%
533.420 · Postage Supplies & Billing 1/3	6,807.50	9,500.00	-2,692.50	71.7%
533.430 · Utilities	8,090.06	57,000.00	-48,909.94	14.2%
533.450 · Insurance Auto & Equipment	0.00	15,000.00	-15,000.00	0.0%
533.460 · Repairs & Maint Svc (Equip/Veh)	19,247.88	25,000.00	-5,752.12	77.0%
533.480 · ADVERTISING	2,917.25	2,500.00	417.25	116.7%
533.490 · Other Expenditures	1,569.29	2,000.00	-430.71	78.5%
533.521 · Supplies & Materials (Tools)	11,918.87	5,000.00	6,918.87	238.4%
533.522 · Uniforms	102.13	1,000.00	-897.87	10.2%
533.540 · Education and Training	175.00	200.00	-25.00	87.5%
533.541 · Travel, Meetings, & Dues	229.36	200.00	29.36	114.7%
533.555 · Chemicals	0.00	14,500.00	-14,500.00	0.0%
533.560 · POLK REGIONAL WATER COOPERATI...	4,817.20	2,500.00	2,317.20	192.7%
533.581 · Transfer to General Fund/Adm	35,416.70	60,900.00	-25,483.30	58.2%
533.602 · Repairs & Maint Svc (Plants)	100,113.21	40,000.00	60,113.21	250.3%
533.996 · Debt Service Rus Water	87,599.23	54,709.00	32,890.23	160.1%
533.998 · Reserve/Contingency	0.00	75,855.00	-75,855.00	0.0%
<b>Total 533.300 · Operating Expenses</b>	<b>310,969.40</b>	<b>413,364.00</b>	<b>-102,394.60</b>	<b>75.2%</b>
533.600 · Capital Outlay - WD	0.00	40,000.00	-40,000.00	0.0%

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08/03/22

Accrual Basis

**City of Eagle Lake-Utility Fund**  
**Profit & Loss Budget vs. Actual**  
**October 2021 through July 2022**

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
533.900 · Bad Debt Expense - WD	2,307.25			
Total 533.000 · Water	482,923.11	663,923.00	-180,999.89	72.7%
533.999 · AMERICAN RESCUE PLAN EXPENSE WD	336,493.69			
534.000 · Solid Waste				
534.300 · Operating Expenses				
534.340 · Contract for Solid Waste	260,032.14	320,000.00	-59,967.86	81.3%
534.341 · Landfill Solid Waste	100.75			
534.913 · Due to Gen Fund Admin S Waste	17,670.00	21,204.00	-3,534.00	83.3%
Total 534.300 · Operating Expenses	277,802.89	341,204.00	-63,401.11	81.4%
Total 534.000 · Solid Waste	277,802.89	341,204.00	-63,401.11	81.4%
535.000 · Sewer/Waste Water Services				
535.100 · Employee Benefits	63,613.05	90,000.00	-26,386.95	70.7%
535.120 · Salaries and Wages	138,252.35	163,496.00	-25,243.65	84.6%
535.125 · On Call Pay	8,897.85	9,000.00	-102.15	98.9%
535.140 · Overtime	3,822.40	3,000.00	822.40	127.4%
535.300 · Operating Expenses				
535.240 · Insurance	2,202.03	3,000.00	-797.97	73.4%
535.310 · Engineering	21,535.72	5,000.00	16,535.72	430.7%
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	7,100.00	11,000.00	-3,900.00	64.5%
535.340 · Contractual Services	7,502.74	4,500.00	3,002.74	166.7%
535.400 · Petroleum Products	4,460.11	10,000.00	-5,539.89	44.6%
535.410 · Communications Services	3,169.03	4,500.00	-1,330.97	70.4%
535.420 · Postage Supplies & Billing 1/3	6,482.52	9,000.00	-2,517.48	72.0%
535.430 · Utilities	35,999.75	28,000.00	7,999.75	128.6%
535.431 · Wastewater Treatment - SW	95,084.97	155,000.00	-59,915.03	61.3%
535.450 · Insurance Auto & Equip	0.00	29,500.00	-29,500.00	0.0%
535.460 · Repairs & Maint Svc (Equip/Veh)	1,211.86	5,000.00	-3,788.14	24.2%
535.490 · Other Expenditures	452.22	500.00	-47.78	90.4%
535.521 · Supplies & Materials (Tools)	2,253.11	1,500.00	753.11	150.2%
535.522 · Uniforms	291.35	900.00	-608.65	32.4%
535.540 · Education & Training	174.99			
535.541 · Travel, Meetings & Dues	229.31	1,500.00	-1,270.69	15.3%
535.581 · Transfer Out - Other Funds	35,416.70	60,900.00	-25,483.30	58.2%
535.602 · Repairs & Maint-Syst (Lift Sta)	16,687.91	12,000.00	4,687.91	139.1%
535.994 · Debt Service SRF 201 Planning	115,020.32	115,000.00	20.32	100.0%
535.995 · Lift Station Debt Svc-Bond Pmt	17,085.73	21,721.00	-4,635.27	78.7%
535.998 · Reserve / Contingency	0.00	75,856.00	-75,856.00	0.0%
Total 535.300 · Operating Expenses	372,360.37	555,977.00	-183,616.63	67.0%
Total 535.000 · Sewer/Waste Water Services	586,946.02	821,473.00	-234,526.98	71.5%
535.600 · Capital Outlay	47,500.00	50,000.00	-2,500.00	95.0%
535.999 · AMERICAN RESCUE PLAN EXPENSE SD	336,493.66			
538.581 · Trnsfer of Stormwater Fees	0.00	50,000.00	-50,000.00	0.0%
Total Expense	2,068,159.37	1,926,600.00	141,559.37	107.3%
Net Ordinary Income	1,664,528.31	0.00	1,664,528.31	100.0%
Net Income	1,664,528.31	0.00	1,664,528.31	100.0%

# City of Eagle Lake-Utility Fund

## Balance Sheet

As of July 31, 2022

	Jul 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101.108 · UNRESTRICTED CASH - ALL	
101.109 · CS- UTILITY FUND	2,463,049.00
151.990 · RECLASS TO RESTRICTED	826,917.16
101.108 · UNRESTRICTED CASH - ALL - Other	200.00
<b>Total 101.108 · UNRESTRICTED CASH - ALL</b>	<b>3,290,166.16</b>
102.216 · PETTY CASH-DRAWER SET UP	50.00
150.001 · RESTRICTED CASH - ALL	
101.104 · CS STORMWATER UTILITY FUND	317,447.94
101.110 · CS- DEPOSIT FUND	301,565.57
101.111 · CS - WATER IMPACT FUND	10,467.34
101.112 · CS- SEWER IMPACT FUND	9,254.54
101.121 · CS- WATER IMPACT SAVINGS	2,080,039.77
101.122 · CS- SEWER IMPACT SAVINGS	1,645,753.95
151.113 · CS- RUS FUND	58,471.97
151.114 · CS- SRF SINKING FUND	5,475.00
151.116 · CS- LIFT STATION FUND	27,326.30
151.999 · RESTRICTED CASH RECLASSIFICATIO	-826,917.16
<b>Total 150.001 · RESTRICTED CASH - ALL</b>	<b>3,628,885.22</b>
<b>Total Checking/Savings</b>	<b>6,919,101.38</b>
<b>Accounts Receivable</b>	
1200 · *Accounts Receivable	7,448.63
<b>Total Accounts Receivable</b>	<b>7,448.63</b>
<b>Other Current Assets</b>	
110.000 · Accounts Receivable, Net	
115.100 · Accounts Receivable	153,339.49
116.100 · Unbilled Accounts Receivable	54,953.48
116.110 · Utility Returned Checks Rec.	24,697.32
117.100 · Allowance for Bad Debts	-5,695.49
110.000 · Accounts Receivable, Net - Other	-5,418.32
<b>Total 110.000 · Accounts Receivable, Net</b>	<b>221,876.48</b>
131.000 · Due From Other Funds	
131.250 · Due to/from General Fund	34,474.72
131.350 · Due From/To Gen.Fund - Other	4,924.30
207.100 · Due to General Fund-Payroll	-17,304.72
207.200 · Due to General Fund-Sani/Storm	15,772.00
<b>Total 131.000 · Due From Other Funds</b>	<b>37,866.30</b>
141.100 · Inventory of Supplies	10,749.32
1499 · Undeposited Funds	9,075.01
<b>Total Other Current Assets</b>	<b>279,567.11</b>
<b>Total Current Assets</b>	<b>7,206,117.12</b>
<b>Fixed Assets</b>	
160.900 · Fixed Assets, Net	
161.900 · Land-Water	28,526.62
164.900 · Water Plant	2,553,762.84
164.901 · Sewer Plant	5,487,382.51
164.902 · Stormwater Plant	1,913,068.76
166.900 · Furniture & Equipment - Water	489,315.21
166.901 · Furniture & Equipment - Sewer	145,818.82
167.900 · Accumulated Depreciation-Water	-1,800,890.09
167.901 · Accumulated Depr - Sewer	-3,266,158.13
167.902 · Accumulated Depr. - Stormwater	-524,123.66



**City of Eagle Lake-Utility Fund**  
**Balance Sheet**  
As of July 31, 2022

	Jul 31, 22
Total 160.900 · Fixed Assets, Net	5,026,702.88
Total Fixed Assets	5,026,702.88
<b>TOTAL ASSETS</b>	<b>12,232,820.00</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	145,440.60
Total Accounts Payable	145,440.60
Other Current Liabilities	
202.500 · Polk County Utility Tax	12,293.65
202.501 · Bartow Sewer Impact Fee Payable	60,141.49
208.100 · DUE TO STATE-UNCLAIMED PROPERTY	-1,220.02
215.000 · Accrued Payroll and Benefits	13,972.06
217.000 · Accrued Compensated Absences	
217.100 · Accrued Sick Pay	57,385.00
217.200 · Accrued Vacation Pay	22,664.81
217.300 · Accrued Compensatory Time	2,738.21
Total 217.000 · Accrued Compensated Absences	82,788.02
220.100 · Customer Deposits	302,640.87
223.100 · UNEARNED REVENUE - ARPA GRANT	674,459.64
232.950 · Accrued Interest Payable	11,799.59
239.100 · OPEB LIABILITY	35,932.86
Total Other Current Liabilities	1,192,808.16
Total Current Liabilities	1,338,248.76
Long Term Liabilities	
203.100 · State Revolving Loan - SW	383,460.36
203.120 · RUS Water Revenue Bonds - 2007	229,935.00
203.130 · USDA - Water Meter Loan	85,719.00
203.140 · USDA LOAN - LIFT STATIONS	388,066.00
203.150 · CURRENT PORTION OF LONG TERM D	155,318.74
203.155 · LESS CURRENT PORTION OF LTD	-155,318.74
203.902 · PLATINUM BANK - HARRISON	0.01
Total Long Term Liabilities	1,087,180.37
Total Liabilities	2,425,429.13
Equity	
281.500 · Retained Earnings	8,142,862.56
Net Income	1,664,528.31
Total Equity	9,807,390.87
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>12,232,820.00</b>

## CITY OF EAGLE LAKE - CRA

## ACCOUNT BALANCE

JULY 2022

<b>ACCOUNT BALANCE AS OF JUNE 30, 2022</b>	232,871.57
DEPOSITS	1.84
CLEARED CHECKS	(1,979.66)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
<b>ACCOUNT BALANCE AS OF JULY 31, 2022</b>	<b><u>230,893.75</u></b>
<b>OUTSTANDING CHECKS:</b>	
<b>TOTAL OUTSTANDING CHECKS</b>	<b><u>0.00</u></b>
<b>REMAINING ACCOUNT BALANCE</b>	<b><u>230,893.75</u></b>

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08/03/22

Accrual Basis

**City of Eagle Lake CRA**  
**Profit & Loss Budget vs. Actual**  
 October 2021 through July 2022

	<u>Oct '21 - J...</u>	<u>Budget</u>	<u>\$ Over Bu...</u>	<u>% of Budget</u>
<b>Income</b>				
<b>310.000 · Taxes-Other</b>				
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-...	44,068.66	40,500.00	3,568.66	108.8%
<b>Total 310.000 · Taxes-Other</b>	64,068.66	60,500.00	3,568.66	105.9%
<b>361.100 · Interest Income</b>	18.33	400.00	-381.67	4.6%
<b>Total Income</b>	64,086.99	60,900.00	3,186.99	105.2%
<b>Gross Profit</b>	64,086.99	60,900.00	3,186.99	105.2%
<b>Expense</b>				
<b>510.000 · Operating Expenses</b>				
510.311 · Legal Services	105.00	2,000.00	-1,895.00	5.3%
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	1,981.59	2,000.00	-18.41	99.1%
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	46.89	500.00	-453.11	9.4%
510.490 · Other Expenditures	50.00			
510.510 · Office Supplies - CRA	0.00	500.00	-500.00	0.0%
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	24,696.00	-24,696.00	0.0%
<b>Total 510.000 · Operating Expenses</b>	2,358.48	37,896.00	-35,537.52	6.2%
510.320 · Accounting & Auditing	779.77	3,000.00	-2,220.23	26.0%
510.581 · Transfer Out - Other Funds	16,670.00	20,004.00	-3,334.00	83.3%
<b>Total Expense</b>	19,808.25	60,900.00	-41,091.75	32.5%
<b>Net Income</b>	<b>44,278.74</b>	<b>0.00</b>	<b>44,278.74</b>	<b>100.0%</b>

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08/03/22

Accrual Basis

**City of Eagle Lake CRA**  
**Balance Sheet**  
As of July 31, 2022

	<u>Jul 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
101.408 · PB- CRA COMMUNITY REDEVELOPMENT	230,893.75
Total Checking/Savings	230,893.75
Other Current Assets	
131.382 · DUE TO GENERAL FUND-ADMIN FEES	-11,934.94
Total Other Current Assets	-11,934.94
Total Current Assets	218,958.81
<b>TOTAL ASSETS</b>	<b><u>218,958.81</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
131.390 · DUE TO GENERAL FUND --LOAN PAY	16,000.00
Total Other Current Liabilities	16,000.00
Total Current Liabilities	16,000.00
Total Liabilities	16,000.00
<b>Equity</b>	
1110 · Retained Earnings	158,680.07
Net Income	44,278.74
Total Equity	202,958.81
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>218,958.81</u></b>

## Bad Debt List: May 1, 2022 - July 1, 2022

Account	Status	Name	Location	Total Due
1348	Inactive	WILLIAMS, KAREN	2244 CLOVER RIDGE CT	11.77
2708	Inactive	CENTRAL SITE DEVELOPMENT LLC	193 VISTA VIEW AVE	170.18
4863	Inactive	MARTINEZ, JOSHUA	200 OAK ST	73.2
5624	Inactive	ALDERMAN, HEATHER	2272 CLOVER RIDGE CT	6.3
5817	Inactive	THE REALTY MEDICS	149 FALL GLO RD	188.88
6143	Inactive	GAINES, DESIREE	2119 CABERNET CT	118.7
6264	Inactive	ESPINOZA, MARTHA	2127 CABERNET CT	19.93
6348	Inactive	ROE, BRADFORD	542 N 8TH ST	143.94
6397	Inactive	COLON, BRANDON	2100 CLOVER RIDGE CT	160.28
6426	Inactive	GREEN, TWITCHELL	1221 THIRD CT	359.84
6617	Inactive	SOUTHERN HOMES OF PC- CEL 0022	208 COVE AT EAGLE LAKE CIRCLE	561.82
6623	Inactive	SOUTHERN HOMES OF POLK COUNTY	270 COVE AT EAGLE LAKE CIRCLE	46.61
6624	Inactive	SOUTHERN HOMES OF PC- CEL 0006	282 COVE AT EAGLE LAKE CIRCLE	547.1
6710	Inactive	CEPEDA, LIRIA	121 SOUTH SHORE DR	259.6
6672	Annual	PARISH ENTERPRISES INC	0 GERBER DAIRY RD	51

**Total: 2,719.15**