

the property in question to show that the City's actions are without reason. The Code Enforcement Board shall determine whether the appeal is justified. The appeal hearing shall be conducted in accordance with the provisions of Chapter 162, Florida Statutes. If it is determined by the Code Enforcement Board, based on competent substantial evidence in the record, that the City's actions are without reason, the cost for closing the structure shall be borne by the City.

No structure closed by the City pursuant to this section may be reopened unless said structure is wholly compliant with this code or unless it is shown during a timely appeal after hearing that the City's actions in closing the structure were without reason.

#### 11-205.6.1 Authority to Disconnect Service Utilities.

The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in [Section 11-202.6](#) in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to the disconnection the owner or occupant of the building, structure, or service system shall be notified in writing as soon as practical thereafter.

#### 11-205.7 Notice.

Whenever the Building Official has reason to condemn a structure or equipment under the provisions of this section, a notice of violation shall be posted in a conspicuous place on or about the structure affected by such notice and served on the owners of land, the agent of such owners, or the person or persons responsible for the structure or equipment by United States certified mail, return receipt requested. If the notice pertains to equipment, it shall also be placed on the equipment in violation. The notice shall specify a reasonable time in which the structure or equipment owner or the person or persons responsible for the structure or equipment shall abate the condition and bring such structure or equipment into compliance.

#### 11-205.8 Placarding.

Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the Code Official shall post on the premises or on defective equipment a placard *which includes* a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

##### 11-205.8.1 Placard Removal.

The code official shall remove the placard whenever the defect or defects upon which the placarding action were based have been eliminated. Any person who defaces or removes a placard without the approval of the code official shall be subject to the penalties provided by this code.

#### 11-205.9 Prohibited Occupancy.

Any structure placarded by a Code Official shall be vacated as ordered by the Code Official. Any person who shall occupy a placarded premise or shall operate placarded equipment, and any owner, agent of such owner, or any person responsible for the premises who shall let anyone occupy a placarded premise or operate placarded equipment shall be subject to the *penalties of this section*.

#### 11-205.10 Abatement Methods.

The owner, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe

conditions either by repair, rehabilitation, demolition or other approved corrective action.

#### 11-205.11 Record.

The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

#### 11-205.12 Boarded up structures.

No structure may be boarded up by its owner for a period of time exceeding one hundred twenty (120) days unless:

- (1) the owner is granted a written waiver signed by the Building Official and the Code Official; or
- (2) the structure has been closed in accordance with [Section 11-205.6](#) of this code.

All structures shall be maintained in accordance with [Section 11-234.5](#) of this code ("Exterior walls"), and all materials used to enclose the building must be neatly fitted within window and door openings and must be painted to blend in with the rest of the building. Closing a structure in accordance with [Section 11-205.6](#) of this code does not relieve the owner from complying with this provision.

#### 11-205.13 Penalties:

Any person who violates any of the provisions of this section is guilty of a misdemeanor of the second degree, and punishable as provided in F.S. 775.082, and/or 775.083 except that a violation of F.S. 823.10 (Place where controlled substances are illegally kept, sold, or used declared a public nuisance) is a felony of the third degree.

### **11.206. EMERGENCY MEASURES**

#### 11.206.1 Emergency closing.

When,

- a. in the opinion of the Building Official, there is imminent danger of failure or collapse of a building or structure which endangers life, or
- b. any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or
- c. in the opinion of either the Code Official or Building Official, there is actual or potential danger to the building occupants or those in proximity of any structure because of explosives, explosive fumes, or vapors or the presence of toxic fumes, gases or materials or operation of defective or dangerous equipment; both the Code Official and the Building Official are authorized and empowered to order and require the occupants to vacate the premises forthwith. The official ordering the vacation of the premises shall immediately thereafter post, at each entrance to the structure, a notice in substantially the following form:

"DANGER! THIS STRUCTURE IS CLOSED TO THE PUBLIC! DANGER!  
NOTICE OF EMERGENCY CLOSING  
IMMEDIATE ORDER OF CLOSURE

This structure is unsafe and has been closed by Order of the City of Eagle Lake pursuant to Section 11-206.1 of the Eagle Lake Code of Ordinances.

For information, please call the Code Enforcement Division at (863) 293-4141 X114 or the Building Official at (863) 293-4141

Any person ordered to take emergency measures shall comply with such order forthwith. It shall be unlawful for a person to enter a posted structure except for the

purpose of securing the structure, making the required inspections and repairs, removing the hazardous condition, or to demolish the structure. Any such person in violation of this provision is subject to the penalty found in [Section 11-40](#), Eagle Lake Code of Ordinances and may be immediately removed from the structure by City personnel.

#### 11-206.2 Safeguards.

Whenever, in the opinion of the Code Official or Building Official as the situation may require, there is an emergency situation warranting an emergency closing of a structure pursuant to [Section 11.205.6 \(1\), \(2\), or \(3\)](#) of this code, the City and the official ordering the closing of the structure is authorized to order that work be done in an attempt to secure the structure such that it may be rendered temporarily safe. Neither the City nor the official ordering the closing of the structure however is under any obligation under this Section to perform any work to ensure that the structure is rendered safe. Further, should the City or the official ordering the closing of the structure choose to order that work be done in an attempt to secure the structure, neither the City nor the official ordering the closing of the structure shall be liable for any damage done to the structure during the performance of such safeguard work.

#### 11-206.3 Closing Streets.

When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

#### 11-206.4 Notification of Emergency Closing to City Commission.

The City Manager shall provide the City Commission notice of any emergency closing actions taken by the City pursuant to this Code. The failure to provide such notice shall have no effect on the validity of enforcement actions taken hereunder.

#### 11-206.5 Costs of Safeguard Work.

Costs incurred in the performance of safeguard work shall be paid by the City of Lake Wales, but shall be assessed against the owner of the structure, as a special assessment on the real property underlying the structure, upon a showing at the mandatory hearing described in § 109.6 of this code, by competent substantial evidence, that the safeguard work was required by exigencies of the situation, given the totality of the circumstances.

#### 11-206.6 Mandatory Hearing; Appeal.

Immediately after closing a structure pursuant to [Section 11-206.1](#) of this code, the official closing the structure shall request a hearing as soon as possible before the Code Enforcement Board for the purpose of reviewing the decision of the official to determine whether it was reasonable under the totality of the circumstances. Such hearing shall be conducted in accordance with the provisions of Chapter 162, Florida Statutes, and any decision rendered by the Code Enforcement Board as to the propriety of the closure must be based on competent substantial evidence. Any appeal from the decision of the Code Enforcement Board under this provision shall be taken by filing a petition for certiorari with the appropriate court under the Florida Rules of Appellate Procedure. The nature of such an appeal shall be from a final administrative order of the City.

### 11-207 DEFINITIONS.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*ANCHORED.* Secured in a manner that provides positive connection.

*APPROVED.* Approved by the code official.

*BASEMENT.* That portion of a building which is partly or completely below grade.

*BATHROOM.* A room containing plumbing fixtures including a bathtub or shower.

*BEDROOM.* Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

*CODE OFFICIAL.* The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

*CONDEMN.* To adjudge unfit for occupancy.

*DETACHED.* When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

*DETERIORATION.* To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

*DWELLING UNIT.* A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

*EXTERIOR PROPERTY.* The open space on the premises and on adjoining property under the control of owners or operators of such premises.

*EXTERMINATION.* The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

*GARBAGE.* The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

*GUARD.* A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

*HABITABLE SPACE.* Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

*HOUSEKEEPING UNIT.* A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

*IMMINENT DANGER.* A condition which could cause serious or life-threatening injury or death at any time.

*INFESTATION.* The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

*INOPERABLE MOTOR VEHICLE or VESSEL.* A vehicle or vessel which cannot be used for its intended purpose for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its owner power.

*LABELED.* Equipment, materials or products to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

*LET FOR OCCUPANCY OR LET.* To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or



is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

*NEGLECT.* The lack of proper maintenance for a building or structure.

*OCCUPANCY.* The purpose for which a building or portion thereof is utilized or occupied.

*OCCUPANT.* Any individual living or sleeping in a building, or having possession of a space within a building.

*OPENABLE AREA.* That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

*OPERATOR.* Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

*OWNER.* Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

*PERSON.* An individual, corporation, partnership or any other group acting as a unit.

*PEST ELIMINATION.* The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

*PREMISES.* A lot, plot or parcel of land, easement or public way, including any structures thereon.

*PUBLIC WAY.* Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

*ROOMING HOUSE.* A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as one- or two-family dwelling.

*ROOMING UNIT.* Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

*RUBBISH.* Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

*SLEEPING UNIT.* A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

*STRUCTURE.* That which is built or constructed or a portion thereof.

*TENANT.* A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

*TOILET ROOM.* A room containing a water closet or urinal but not a bathtub or shower.

*VENTILATION.* The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

*WORKMANLIKE.* Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

*YARD.* An open space on the same lot with a structure.

## **11-233. EXTERIOR PROPERTY AREAS**

### **11-233.1 Sanitation and Storage of Materials.**

All exterior property and premises shall be maintained in a clean, safe and sanitary condition. It shall be the duty of each property owner or household in this city to remove all debris, from his or her property, including the streets, alleys, and sidewalks bordering thereon, and keep same in good, clean, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

No owner or occupant shall permit old or broken lumber, rusted or unused equipment, discarded refrigerators, discarded stoves, old pipe, scrap metal, or other used, discarded and worn, unsightly articles or materials to remain in any yard or open area owned, occupied or in the possession of such person for a period of more than ten (10) days.

Further, unless authorized by the zoning category of the property, no owner or occupant of a building, structure or premises may utilize such property for the open storage of abandoned, untagged, or inoperative motor vehicles, iceboxes, refrigerators, stoves, glass, building material, rubbish or similar items.

### **11-233.2 Grading and Drainage.**

All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

**Exception:** Approved retention areas and reservoirs.

### **11-233.3 Sidewalks and Driveways.**

All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

### **11-233.4 Weeds, Grass and Overgrowth.**

All premises and exterior property, other than agricultural, shall be maintained free from weeds or plant growth in excess of twelve (12) inches in height, dead and or downed trees, stumps must be ground to or below grade, low hanging branches must be trimmed to a height of at least six (6) feet above grade. The removal of any tree, four (4) inches or greater in diameter at breast height (DBH), cannot be removed without a permit.

**EXCEPTION:** Parcels over 10 acres need only mow and clean the first twenty-five (25) feet of the perimeter of the property.

### **11-233.5 Dead Trees, Limbs, Branches and Accumulated Landscaping Materials.**

It shall be the responsibility of the owner and or occupant to remove and/or properly dispose of dead and/or downed trees, limbs, branches, bagged or piled grass clippings, bagged or piled leaves and other piles or accumulations of material resulting from landscaping or maintenance of a parcel of land or lots. Stumps resulting from the removal of dead trees will be ground to or below grade level as to prevent a hazardous condition.

### **11-233.6 Tree Declared Nuisance/ Dangerous.**

- a) Any tree extending over a street, alley, highway, or parking lot shall be trimmed by the property owner, or his authorized agent, on which the tree trunk is located, so as to provide a clear height above the street, alley, highway, or parking lot of not less than fourteen (14) feet.

- b) Any tree extending over a sidewalk or multi-modal trail shall be trimmed by the property owner, or his authorized agent, so as to provide a clear height above the sidewalk, or multi-modal trail of not less than eight (8) feet.
- c) The property owner of any tree which extends over a street, alley, highway, parking lot, sidewalk, or multi-modal trail shall remove any and all dead branches from the tree which, if dislodged, are likely to fall upon the street, alley, highway, parking lot, sidewalk, or multi-modal trail.
- d) In the event that the property owner fails to meet the requirements of this section, then the City may issue a written notice of violation to the property owner giving fifteen (15) days to correct the violation. If the violation is not corrected within the given period of time then the City has the option of correcting the violation at the property owner's expense.

#### 11-233.7 Rodent Harborage.

All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

#### 11-233.8 Exhaust Vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

#### 11-233.9 Accessory Structures.

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

#### 11-233.10 Defacement of Property.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

#### 11-233.11 Dangerous Conditions - General.

It is unlawful for any person to maintain or permit the existence of any condition that is a danger to life, health, or property within the City. Dangerous conditions include, but are not limited to, any unsecured structure, structures in violation of the Florida Building Code, The International Property Maintenance Code, The Uniform Code for the Abatement of Dangerous Buildings, trees in danger of falling, all or in part, unprotected excavations, improper storage of hazardous or toxic materials, any abandoned or stored refrigeration unit, appliance, derelict vehicle, derelict vessel, or other condition that could trap a person, in such a place as to be easily accessible to persons without first having made adequate provisions to prevent entry into such without having removed all latches, catches, locking devices or the door thereof, so that escape from the interior may be had, or otherwise ensure lack of access.

### 11-234 EXTERIOR STRUCTURE

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

#### 11-234.1 Protective Treatment.

All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

#### 11-234.2 Premises Identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabetic letters.

- a) Residential property address numbers shall be a minimum of four (4) inches (102 mm) high with a minimum one-half (.5) inch (12.7 mm) stroke width.
- b) Commercial property address numbers shall be a minimum of six (6) inches (152.4mm) high with a minimum one-half (.5) inch (12.7 mm) stroke width.

#### 11-234.3 Structural Members.

All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

#### 11-234.4 Foundation Walls.

All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

#### 11-234.5 Exterior Walls.

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

#### 11-234.6 Roofs and Drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

#### 11-234.7 Decorative Features.

All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

#### 11-234.8 Overhang Extensions.

All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

#### 11-234.9 Stairways, Decks, Porches and Balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

#### 11-234.10 Chimneys and Towers.

All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

#### 11-234.11 Handrails and Guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition. Every exterior flight of stairs shall have handrails and guardrails installed in accordance with Chapter 553, Florida Statutes and applicable portions of the Florida Building Code.

#### 11-234.12 Window, Skylight and Door Frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

##### 11.234.12.1 Glazing.

All glazing materials shall be maintained free from cracks and holes.

##### 11.234.12.2 Openable Windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

#### 11-234.13 Insect Screens.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than sixteen (16) mesh per one (1) inch (25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. All screens shall be maintained free from open rips, tears, or other defects.

**Exception:** Screens shall not be required where other approved means, such as central air conditioning, air curtains, or insect repellent fans are employed.

#### 11-234.14 Doors.

All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

#### 11-234.15 Basement Hatchways.

Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

#### 11-234.16 Guards for Basement Windows.

Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

#### 11-234.17 Building Security.

Doors, windows or hatchways for dwelling units, rooming units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

#### 11-234.17.1 Doors.

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

#### 11-234.17.2 Windows.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

#### 11-234.17.3 Basement Hatchways.

Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

#### 11-234.18 Skirting Around Foundations.

Latticework or similar approved material must be installed along continuous openings on the outside perimeter of buildings with floors elevated above the ground and where more than twelve (12) inches of vertical opening area exists from the ground to the building wall. The installation must be performed in an approved aesthetic manner in accordance with typical construction methods in practice. Existing skirting shall be maintained in good repair and free from broken or missing sections, pieces or cross members.

### **11-235 INTERIOR STRUCTURE**

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

#### 11-235.1 Structural Members.

All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

#### 11-235.2 Interior Surfaces.

All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

#### 11-235.3 Stairs and Walking Surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.



#### 11-235.4 Handrails and Guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition. Every interior flight of stairs shall have handrails and guardrails installed in accordance with Chapter 553, Florida Statutes and applicable portions of the Florida Building.

#### 11-235.5 Interior Doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

### **11.236. PEST EXTERMINATION**

#### 11-236.1 Infestation.

All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

**Exception:** Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

#### 11-236.2 Owner.

The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

#### 11-236.3 Single Occupant.

The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

#### 11-236.4 Multiple Occupancy.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for extermination.

#### 11-236.5 Occupant.

The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

### **11-237. SANITARY DRAINAGE SYSTEM**

All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

#### 11-237.1 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

### **11-238. STORM DRAINAGE**

Drainage of roofs and paved areas, yards and courts, and other open areas of the premises shall not be discharged in a manner that creates a public nuisance.

### **11-239. ELECTRICAL EQUIPMENT**

#### 11-239.1 Installation.

All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

#### 11-239.2 Receptacles.

Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

### 11-240. FIRE SAFETY REQUIREMENTS

- a. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the Florida Fire Prevention Code.
- b. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Florida Building Code.

#### 11.241 FIRE PROTECTION SYSTEMS

- a. A person shall not occupy as owner-occupant nor shall let to another for occupancy, any building or structure which is not equipped with adequate fire prevention equipment in accordance with the Florida Fire Prevention Code. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the Florida Fire Prevention Code.
- b. Every dwelling unit shall be provided with an approved listed smoke alarm, installed in accordance with the manufacturer's recommendations and listing. When activated, the device shall provide an audible alarm.

### 11.242 SWIMMING POOLS, SPAS AND HOT TUBS

#### 11-242.1 Swimming Pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

#### 11-242.2 Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1,219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1,372 mm) above the bottom of the gate, the release mechanism shall be located on the poolside of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**EXCEPTION:** Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

Reserved 11-243 – 11-275

It is the purpose and intent of the City of Eagle Lake to establish a process to address abandoned real properties located within the city. It is the city's further intent to specifically establish an abandoned real property program as a mechanism to protect neighborhoods within the city limits from becoming blighted through the lack of adequate maintenance and security of such abandoned real properties.

#### **11-277 DEFINITIONS.**

*Abandoned real property* means any property that is vacant and under a current notice of default and/or notice of mortgagee's sale by the lender or the subject of a tax lien certificate sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure sale.

*Evidence of vacancy* means any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of abandoned personal property, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

*Foreclosure* means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

*Inspection* means a close viewing of the property and the exterior of any structures located thereon placed as security for a real estate loan and includes a viewing of any interior portions of the structure which are visible from the outside of the structure. However, an inspection does not require an entry into any structure for purpose of viewing the interior.

*Local* means within the boundaries of Polk County, Florida.

*Local agent* means the agent designated by the mortgagee upon registration as required under this article.

*Vacant* means any building or structure that is not legally occupied.

#### **11-278 APPLICABILITY.**

The provisions of sections [11-276](#) through [11-282](#) of this article shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the city above and beyond any other state, county, and/or local provisions for same.

#### **11-279 PENALTIES.**

Violations of the provisions of sections [11-276](#) through [11-282](#) of this article shall be treated as a strict liability offense regardless of intent. Any person, firm, and/or company that violates any portion of these code sections shall be subject to prosecution and/or administrative enforcement as provided in the City of Eagle Lake Code of Ordinances.

#### **11-280 REGISTRATION OF ABANDONED REAL PROPERTY.**

- a) Any mortgagee who holds a mortgage on real property located within the city shall perform an inspection of the property that is the security for the mortgage upon default by the mortgagor, prior to the issuance of a notice of default. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within ten business days of the inspection, register the property with the City of Eagle Lake on forms provided by the city. A separate registration is required for each vacant property.

- (b) If the property is occupied but remains in default, it shall be inspected by the mortgagee, or the mortgagee's designee, monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten business days of that inspection, register the property with the city on forms provided by the city.
- (c) Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee's contact, a facsimile number and e-mail address and, in the case of a company or out-of-state area mortgagee, the local agent responsible for the security and maintenance of the property.
- (d) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the mortgagee/beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.
- (e) Properties subject to this article shall remain under the annual registration, maintenance and security requirements of sections [11-280](#), [11-281](#) and [11-282](#), respectively, long as they remain vacant.
- (f) Any person or company that has registered a property under this section must report any change of information contained in the registration within ten business days of the change.
- (g) Any mortgagee who holds a mortgage on real property located within the city which is in default and the subject of an outstanding notice of default shall perform an inspection of the property. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within ten business days of the inspection, register the property with the city on forms provided by the city. A separate registration is required for each vacant property. If the property is occupied but remains in default, it shall thereafter be subject to the re-inspection requirements as set forth in subsection (b) in [section 11-280](#) of this article.

#### **11-281 MAINTENANCE REQUIREMENTS.**

- (a) The exteriors of the properties subject to sections [11-276](#) through [11-282](#) of this article shall be kept free of grass and weeds in excess of 12 inches, junk, trash, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items, including but not limited to, furniture, clothing, appliances, or any other items that give the appearance that the property is abandoned.
- (b) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the City of Eagle Lake's Code of Ordinances and Florida Building Code, as amended from time to time.
- (c) Failure of the mortgagee or property owner of record to properly maintain the property may result in a violation of the City of Eagle Lake's Code of Ordinances and the issuance of a notice of violation/notice of hearing or a notice to correct/citation by the city's code enforcement officer. Pursuant to finding and determination by the city's special magistrate, or a state court judge with jurisdiction, the city may take the necessary action to ensure compliance with this section.

#### **11-282 SECURITY REQUIREMENTS.**

- (a) Properties subject to sections [11-276](#) through [11-282](#) of this article shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

- (b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure.
- (c) If the property is owned by a company and/or out of area mortgagee, a local agent shall perform bi-weekly (every other week) inspection to verify compliance with the requirements of this section, and any other applicable laws. Upon the request of the city, the local agent shall provide copy of the inspection reports to the city manager, or his designee.
- (d) The property shall be conspicuously posted with the name and 24-hour contact phone number of the local agent.

**Severability:** If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated.

**Effective Date:** This ordinance shall become effective immediately upon its passage by the city commission.

**CERTIFIED AS TO PASSAGE** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

By: \_\_\_\_\_  
CORY COLER, MAYOR  
CITY OF EAGLE LAKE, POLK COUNTY FLORIDA

ATTEST:

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

Approved as to Form:

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

ORDINANCE NO.: O-23-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AMENDING THE CITY OF EAGLE LAKE CODE OF ORDINANCES, CHAPTER 16, UTILITIES, ARTICLE V. BILLING PROCEDURES, FEES AND DEPOSITS, SECTION 16-141, DEPOSITS, TO INCREASE THE AMOUNT OF UTILITY DEPOSITS FOR SOLID WASTE, SEWER, AND WATER SERVICE UTILITY RESIDENTIAL TENANT CUSTOMERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake provides solid waste, sewer and water service for residents within the City limits and within the City's expanded service area; and

WHEREAS, the City of Eagle Lake regularly encounters unpaid utility accounts for which the utility deposit is insufficient to cover the unpaid debt to the City; and

WHEREAS, historically, unpaid utility accounts for which the utility deposit is insufficient to cover the unpaid debt to the City occur with a much greater frequency for tenants of residential property than owners of residential property; and

WHEREAS, the City of Eagle Lake desires to increase its deposit charged to customers for solid waste, sewer and water service for residential tenant customers.

NOW, THEREFORE, BE IT ORDAINED by the people of the City of Eagle Lake, Florida:

1. That Chapter 16, Utilities, Section 16-141, Deposits, of the Code of Ordinances of the City of Eagle Lake, Florida, is hereby amended as shown on Exhibit "A" attached hereto and made a part hereof (~~striketrough~~ language deleted, underline language added).

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. Deposits in existence prior hereto shall not be changed by the City Manager pursuant to Section 16-141. The City Manager's duty to change the deposit amounts pursuant to Section 16-141 shall commence with the adoption hereof.

INTRODUCED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF EAGLE LAKE, FLORIDA

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

ATTEST:

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

Approved as to form:

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

ORDINANCE O-23-xx

Exhibit "A"

(~~strike through~~ language deleted, underline language added)

**Sec. 16-141. Deposits.**

A deposit as herein provided in this section shall be paid at the time of each application for solid waste, sewer and water service. This sum shall be retained in a special account to insure payment of all charges. When service is permanently discontinued, this deposit, less any accumulated charges, shall be refunded to the rate payer.

	<i>Inside City</i>	<i>Outside City</i>
Residential Customers	<del>\$200.00</del>	<del>\$215.00</del>
<u>Property Owners</u>	<u>\$200.00</u>	<u>\$215.00</u>
<u>Property Tenants</u>	<u>\$250.00</u>	<u>\$250.00</u>
Commercial Customers	\$250.00	\$275.00
Industrial customers	\$300.00	\$340.00
Multi-unit Customers*	2 times the average monthly billing or \$250.00 whichever is greater	2 times the average monthly billing or \$275.00 whichever is greater
Potential bad debt customers**	2 times the previously listed deposit amount	2 times the previously listed deposit amount

\*Multi-unit customers shall include, but not be limited to, apartment complexes, hotels, motels, congregate or assisted living facilities.

\*\*Potential bad debt customers shall include those customers who have a bad credit report through verifying mechanisms and services and/or those customers who have a delinquent or bad check history with the city.

ORDINANCE NO.: O-23-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, DELETING SECTION 16-149 OF THE CITY OF EAGLE LAKE CODE OF ORDINANCES IN ITS ENTIRETY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake adopted Ordinance No. 21-03, establishing a new administrative fee to set up utility accounts; and

WHEREAS, by virtue of Ordinance 21-03, Section 16-149 of the Eagle Lake Code of Ordinances is no longer in effect; and

WHEREAS, the City Commission of the City of Eagle Lake deems it in the best interests of the City to delete Section 16-149 of the Eagle Lake Code of Ordinances in its entirety.

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

1. That Eagle Lake Code of Ordinances, Chapter 16, Utilities; Article V; Billing Procedures, Fees and Deposits; Section 16-149, Water, Irrigation and/or Sewer Services Account Setup Fee, is hereby deleted in its entirety, as follows (~~Strikethrough~~ language deleted):

**~~Sec. 16-149. — Water, irrigation and/or sewer services account setup fee:~~**

~~There is hereby established an initial setup fee of \$5.00 for each new water, irrigation and/or sewer services account, which shall include any water, irrigation or sewer service singly or in combination with one or both of the other services. Said fees shall be due and payable by each customer establishing said services with the City of Eagle Lake. The account setup fee adopted herein shall apply to all new accounts established after the effective date hereof.~~

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 \_ day of \_\_\_\_\_, 2023.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

CORY COLER, MAYOR  
COMMISSIONER

ATTEST:

---

CITY CLERK DAWN WRIGHT

Approved as to form:

---

CITY ATTORNEY HEATHER R. MAXWELL

December 30, 2022

ELAKX22011

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

**RE: LINDA WELDON BUILDING LIMITED EVALUATION  
ESTIMATED LIVE LOAD RATING ANALYSIS SUMMARY  
685 E EAGLE AVENUE  
EAGLE LAKE, FL 33839**

Dear Mr. Ernharth:

Per your request, Pennoni Associates Inc. (Pennoni) completed an estimated safe live load rating analysis of the first floor and second floor of the existing community center building at the above referenced address. The building under consideration is a two-story building with hip roof and was built in 1926 approximately. Original structural drawings were not provided for our review. A field survey was conducted by Pennoni to create a 2D floor plan of the interior space of the building using a High-Definition Laser Scan (HDLS). A limited follow up site inspection was conducted by Pennoni on October 20, 2022, to visually inspect selected part of the exposed and readily accessible structural elements of the building primary structural system.

The following are the observations from our limited site inspection of the structural system:

1. The building has exterior load bearing masonry walls and two interior wood load bearing walls along the corridor at the center of the building.
2. The roof framing consists of plywood deck of unknown thickness supported on 2x6 rafters at 24" oc. The rafters are braced by purlins and purlin bracing (kickers) at lower 1/3 span in the attic below, to transfer the roof loads to the interior load bearing wall along the corridor.
3. The second-floor ceiling has 2x8 ceiling joists at 16" o.c. spanning between the exterior masonry walls and the interior load bearing walls at the corridor.
4. The second-floor floor faming consists of plywood deck of unknown thickness supported on 2x12 floor joists at 16" oc. The floor joists span between the exterior masonry walls and the interior load bearing walls at the corridor. These floor joists also support a lath and plaster ceiling secured to the bottom of the joists. The maximum span of the second-floor floor joists is approximately 24'-0".
5. The first floor is an elevated floor supported on joists and stringer system with masonry piers in the crawl space underneath. The first-floor faming consists of plywood deck of unknown thickness supported on 3x10 floor joists at 16" o.c. The 3x10 floor joists are supported by two-ply 3x10 dropped stringers. The maximum spacing of the two 3x10 stringers is approximately 11'-8", with two lines of stringers directly under the interior load bearing walls at corridors. The stringers are supported by

12"x12" brick piers spaced approximately at 6'-0" on center maximum. The brick piers are assumed to be supported on shallow spread footings. The maximum span of the first-floor joists is approximately 11'-0".

6. The exterior load bearing masonry walls and interior CMU walls at the elevator continue into the crawl space below first floor and assumed to be supported on shallow foundations.

### **Analysis**

The objective of our analysis was to review the load carrying capacities of the first floor and second floor framing members to identify the maximum allowable safe working live load according to the latest 2020 Florida Building Code. The existing superimposed dead load at each level is calculated as below.

#### **Roof Loads:**

Roof Deck	5.0 PSF
Roofing + Insulation	5.0 PSF
Rafters/ Purlins/ Purlin Braces	5.0 PSF
MEP	3.0 PSF
Miscellaneous	2.0 PSF
<b>Total Roof Dead Load</b>	<b>20.0 PSF</b>
<b>Roof Live Load</b>	<b>20.0 PSF</b>

#### **2<sup>nd</sup> Floor Ceiling (Attic):**

Ceiling	3.0 PSF
Ceiling Joists	3.0 PSF
Insulation + Miscellaneous	4.0 PSF
<b>Total 2<sup>nd</sup> Floor Attic Dead Load</b>	<b>10.0 PSF</b>
<b>2<sup>nd</sup> Floor Attic Live Load</b>	<b>10.0 PSF</b>

#### **2<sup>nd</sup> Floor:**

Deck	5.0 PSF
Joists	4.0 PSF
Ceiling (Wood Lath and Plaster)	8.0 PSF
MEP	3.0 PSF
Floor Finish+ Miscellaneous	5.0 PSF
<b>Total 2<sup>nd</sup> Floor Dead Load</b>	<b>25.0 PSF</b>

#### **1st Floor:**

Deck	5.0 PSF
Joists	4.50 PSF
Stringers	2.50 PSF
MEP	3.0 PSF
Floor Finish+ Miscellaneous	5.0 PSF
<b>Total 1st Floor Dead Load</b>	<b>20.0 PSF</b>

Based on the field measurements and the superimposed dead loads as assumed above, we performed a limited structural analysis of the first floor and second floor framing to identify the maximum allowable live load capacities. The load rating analysis was completed assuming the wood species as 1922 Southern Pine Dense Structural Timber. Our analysis led to following results:



**Second Floor:** All the areas in second floor including the classrooms, corridor, and restrooms in second floor is estimated to have a live load capacity of **40 PSF**.

**First Floor:** All the areas in first floor including the classrooms, corridor, and restrooms in second floor is estimated to have a live load capacity of **40 PSF**.

Limitations of the above estimated safe load rating is based on an assumed species and type of timber floor framing used. The 1922 Design Values for Structural Timber was attached as **EXHIBIT A**. In order to verify the load rating capacity of the floors within a high degree of engineering certainty, we need to either identify the species and strength of the existing wood framing members or perform load tests on existing floor system.

### **Summary**

It is our understanding that the City intends to use this building for library use. According to table 1607.1 of 2020 Florida Building Code, the minimum required floor live load for library use is **150 psf**. Within reasonable degree of engineering judgment, our analysis results indicate that the current load capacity of the first and second floors do not meet this requirement. At a minimum, the following would be likely necessary in order to increase the live load capacity of the first and second floors to 150 psf.

1. The existing 2x12 floor joists in second floor would need to be reinforced by sistering new members for the full span of the joists.
2. The existing 3x10 floor joists in first floor would need to be reinforced by sistering new members for the full span of the joists.
3. The existing (2) 3x10 stringers in first floor would need to be reinforced by sistering new members and /or adding new pier supports with new spread footings to decrease the span of the stringers.

Note: The above recommendations are based on the assumption that the interior loadbearing walls at corridors will remain in place.

Attachment: **Exhibit A-** 1922 Design Values for Structural Timber

**Exhibit B-** Summary of Work from Klar and Klar Architects, Inc.

Sincerely,  
Pennoni

J. Vincent Barnes III PE, SI  
Forensic Division Manager

Chakradhar Gond, PE  
Project Engineer

## **EXHIBIT A**

### **1922 DESIGN VALUES FOR STRUCTURAL TIMBER**

# NATIONAL LUMBER MANUFACTURERS ASSOCIATION—WOOD CONSTRUCTION INFORMATION

International Building, Washington, D. C.

Harris Trust Building, Chicago, Ill.

Sept. 1st, 1922

Page One

## MAXIMUM SPANS FOR JOISTS AND RAFTERS\*

The following tables provide a handy means of determining the maximum clear spans for wood joists and rafters. They are based upon a wide range of strength values and cover ordinary load conditions.

The span length should be limited by deflection to prevent cracks where ceilings are covered with some hard, inelastic material such as plaster. Where ceilings are not so covered and where a small amount of sag or spring is not objectionable the span length may be determined by the

bending strength of the member instead of by its stiffness.

All spans given in these tables are based on the actual sizes of lumber.

When the allowable stresses for timber are not prescribed in the local building code use the values given below. They are taken from the recommendations of the Forest Products Laboratory, Department of Agriculture, at Madison, Wisconsin, that were officially adopted by the American Society for Testing Materials and the American Railway Engineering Association.

### ALLOWABLE UNIT STRESSES FOR STRUCTURAL TIMBER

(Pounds Per Square Inch)

Species of Timber	Modulus of Elasticity	BENDING		COMPRESSION	
		Stress in Extreme Fibre	Horizontal Shear Stress	Parallel to Grain, "Short Columns"	Perpendicular to Grain
Cedar, Western Red.....	1,000,000	900	80	700	200
Cedar, Northern White.....	800,000	750	70	550	175
Chestnut.....	1,000,000	950	90	800	300
Cypress.....	1,400,000	1,300	100	1,100	350
Douglas Fir (No. 1 Struct.).....	1,600,000	1,600	100	1,200	350
Douglas Fir (No. 2 Struct.).....	1,500,000	1,300	90	1,000	300
Douglas Fir, Rocky Mt. Region.....	1,200,000	1,100	85	800	275
Fir, Balsam.....	1,000,000	900	70	700	150
Gum, Red.....	1,200,000	1,100	100	800	300
Hemlock, Western.....	1,400,000	1,300	75	900	300
Hemlock, Eastern.....	1,100,000	1,000	70	700	300
Larch, Western.....	1,300,000	1,200	100	1,100	325
Maple, Sugar or Hard.....	1,600,000	1,500	150	1,200	500
Maple, Silver or Soft.....	1,100,000	1,000	100	800	350
Oak, White or Red.....	1,500,000	1,400	125	1,000	500
Pine, Southern Yellow (Dense).....	1,600,000	1,600	125	1,200	350
Pine, Southern Yellow (Sound).....	1,500,000	1,300	105	1,000	300
Pine, Eastern White.....	1,000,000	900	85	750	250
Pine, Western White.....	1,000,000	900	85	750	250
Pine, Norway.....	1,200,000	1,100	85	800	300
Redwood.....	1,300,000	1,200	70	1,000	250
Spruce, Red, White or Sitka.....	1,200,000	1,100	85	800	250
Spruce, Engelmann.....	800,000	750	70	600	175
Tamarack, Eastern.....	1,300,000	1,200	95	1,000	300

\* Prepared by Richard G. Kimbell, primarily as a service to Building Officials.

## **EXHIBIT B**

### **Summary of Work**



November 18, 2022

Eagle Lake  
Linda Weldon Building  
75 7th St. N.  
Eagle Lake, FL 33839

## Architect's Project: Eagle Lake Library

### RE: Summary of work to date and findings from Architects viewpoint:



28473 u.s. 19n. #602  
clearwater  
florida 33761



ph. (727)-799-5420  
fax. (727) 799-9625  
www.klarklar.com



roberta s. klar aia  
steven l. klar  
tim g. knowles aia  
kristina f. novisk

1. Site meeting to review existing conditions and systems layout. (8/10/2022)
2. Discussion with city staff on ideas for library use within building and accessibility of building. (8/10/2022)
3. Met with library head to discuss library needs, program of spaces, and future expansion. (10/26/2022)
4. ADA restrooms on lower floor are only accessible from outside of building and on a uncovered route. Not practical for long term use.
5. Existing egress stairs on exterior needs to be replaced and should not be used. See structural report.
6. Existing space layout and structure limit how space can be re purposed. (See structural for more information.)
7. Exterior brick work needs repair in various areas and tuck pointing to repair missing mortar.
8. Received as-built plan from Pennoni (10/20/2022) and organized for use in schematic design layout for library temp space and sheriff temp space.
9. We were put on hold before any space planning for library and temp sheriff office on 2<sup>nd</sup> floor. (11/14/2022)

Respectfully,

**Tim G. Knowles, AIA, NCARB**

**Principal Architect, Klar and Klar Architects, Inc.**

MODIFICATION NO. 1  
TO THE INTERLOCAL AGREEMENT BETWEEN  
CITY OF EAGLE LAKE, FLORIDA, AND GRADY JUDD, AS  
SHERIFF OF POLK COUNTY, FLORIDA

This Modification Number 1 is effective on 12/29/22, and hereby amends Articles 2 and 6 of the Interlocal Agreement executed by and between City of Eagle Lake, a municipality of the State of Florida located within the boundaries of Polk County, Florida (hereinafter referred to as "CITY") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF") (together, "the Parties") which commenced on October 1, 2021, for a period of four (4) years.

WHEREAS, the Parties desire to amend the interlocal agreement filed with the clerk of court which commenced on October 1, 2021, to add additional services.

NOW THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. MODIFICATIONS:

(a) ARTICLE 2-LEVELS OF SERVICE is amended with deleted language in "strike through" and added language in "double underline" as follows:

2.3 Safety Cameras. SHERIFF shall provide CITY with surveillance cameras for the purpose of crime awareness and prevention. SHERIFF will determine the location and positioning of the cameras for optimal performance. CITY agrees to provide SHERIFF permission to install the cameras at designated locations. All rights and manner of use of cameras, and all rights, titles, interest, and use of camera data, shall remain in the control of SHERIFF.



(b) Article 6 is amended with deleted language in "strike through" and added language in "double underline" as follows:

6.5. CITY agrees to reimburse the SHERIFF yearly for the five safety (5) cameras set forth in paragraph 2.3 the sum of ten thousand dollars (\$10,000.00). CITY also agrees to reimburse SHERIFF the one-time installation cost of one thousand seven hundred fifty dollars (\$1,750.00).

~~6.5~~ 6.6. The CITY shall make quarterly payments in advance for the base contract. Quarterly payments shall be made prior to October 1, January 1, April 1, and July 1. Additional law enforcement services requested by the CITY, as set forth in Article 2.1~~(b)(2)~~, shall be invoiced by the SHERIFF as incurred and paid within thirty (30) days.

II. MISCELLANEOUS.

(a) All terms and conditions of the Contract remain full force and effect.

(b) This Modification No. 1 constitutes the full and complete agreement of the Parties with respect to the subject matter and supersedes any prior contract, arrangements, and communications, whether oral or written, with respect to the subject matter.

(c) As of the date of this Modification No. 1, each party represents that it is not aware of any facts or circumstances that would, upon satisfaction of any notice or cure requirements, constitute an Event of Default by the other party.

(d) This Modification No. 1 may be executed in duplicate, each duplicate copy of this Modification No.1 shall be treated as an original, and facsimile signatures are acceptable as original signatures.

(e) Each person signing this Modification No. 1 warrants that he or she is duly authorized to do so and to bind the respective party.

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

POLK COUNTY SHERIFF'S OFFICE  
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

Andria McDonald

Date: 12/29/22

APPROVED AS TO FORM:  
BY SHERIFF'S COUNSEL

[Signature]

ATTEST

[Signature]  
WITNESS TO ANDRIA MCDONALD

CITY OF EAGLE LAKE  
By Tom Ernharth, City Manager

\_\_\_\_\_

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

ATTEST  
By Dawn Wright, Clerk

\_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

BY \_\_\_\_\_  
City of Eagle Lake Attorney

\_\_\_\_\_

Initials: \_\_\_\_\_

Initials: am

CITY OF EAGLE LAKE  
BUILDING AND PLANNING DEPARTMENT  
SITE PLAN/SUBDIVISION REVIEW APPLICATION

DATE: 01-12-2023 \_\_\_\_\_

DOCUMENTS REQUIRED TO SUBMIT A SITE PLAN/SUBDIVISION FOR FINAL REVIEW:

1. Completed Site Plan/subdivision review application
2. Survey of the property
3. Six complete sets of site plans signed and sealed by a Registered Professional Engineer in Florida (drawn to scale acceptable for review) and support materials/specifications. At a minimum the drawings shall include:

General

- a. All set backs from property lines
- b. All lot line measurements.
- c. The location and distance to the nearest fire hydrant
- d. The location and distance to water/sewer facilities including appropriate design details.
- e. The location, measurements, and design of all new streets.
- d. Drainage plans.
- e. Copy of Water Management District approval, wavier, or application with date of expected approval.

In addition on a Commercial Site Plan

- a. Location and dimensions of all structures.
- b. Location and design of driveways and streets
- c. Location, measurements of all parking including handicap parking spaces.
- d. Dumpster location(s)
- e. Water meter size and location with back flow preventor on building-side of meter.
- f. Copy of Hotel and Restaurant Commission approval when applicable.

Site Plan/Subdivision Review APPLICATION

Date: 01-12-2023

APPLICANT:

Name: A&E Auto Body, Inc

Address: 12002 US Hwy 17 N, Eagle Lake, FL 33839

\_\_\_\_\_

\_\_\_\_\_

Phone #: 863-585-5294

Signature of Applicant: \_\_\_\_\_

Print Name of Applicant: Vicki Arrington

OWNER: (IF DIFFERENT FROM APPLICANT): Name Address and phone number

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Print Name of Owner: \_\_\_\_\_

ENGINEER AND/OR ARCHITECT: Name, address, and phone number:

Name: Chad Brooker, PE

Address: 35 Don Polston Drive, Suite 115, Eagle Lake, FL 33839

Phone #: 863-397-1626

Name of Project: A&E Plaza

Address of Project: 11000 US Hwy 17 N, Eagle Lake, FL 33839

Parcel: 26-29-06-672500-005501

Total Acres: 2.07

Legal Description: See Plans & Survey

Cost of Construction: Unknown

Subdivision: Total number of lots: N/A Minimum lot size: \_\_\_\_\_

Minimum Building Size: \_\_\_\_\_ Living area: \_\_\_\_\_

Total under Roof: \_\_\_\_\_

Commercial Site Plan: Applicant is proposing a retail building project with site, utility, & stormwater improvements.

Total Square Feet of each Building/Structure: Existing Building: 4,800 sq ft

Proposed Building: 6,250 sq ft

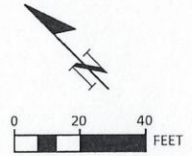
Future Building: 5,000 sq ft

Number of parking spaces: 25 Handicapped Spaces: 2










Number of turnouts on State or County Roads: 1

Percentage of Lot in Impervious Cover (paved and buildings): 58%





**LEGEND**

	EXISTING LOT LINES
	PROPOSED POND SHIFT
	PROPOSED LANDSCAPE BUFF
	PROPOSED FUTURE BUILDING
	PROPOSED PAVEMENT
	EXISTING PAVEMENT
	EXISTING CONCRETE
	PROPOSED CONCRETE
	PROPOSED HD PAVEMENT

SITE CHARACTERISTICS			
PARCEL INFORMATION:			
PARCEL ID:	29-29-06-671300-005501		
PROPOSED USE:	COMMERCIAL		
FLOOD AREA:	42185/293900		
ZONING / LAND USE:	CN (NEIGHBORHOOD COMMERCIAL) / NA (NEIGHBORHOOD ACTIVITY CENTER)		
PARCEL AREA:	2.066 AC		
BUILDING SETBACKS:		LANDSCAPE BUFFER:	
NORTH WEST (FRONT):	15'	8' (BUFFER TYPE A)	
SOUTH EAST (SIDE):	10'	NONE	
SOUTH WEST (REAR):	10'	NONE	
NORTH EAST (SIDE):	10'	NONE	
DEVELOPMENT STATISTICS:			
TOTAL SITE AREA:	90,000 SF	2.066 AC	
PRE DEVELOPMENT CONDITIONS:			
TOTAL IMPERVIOUS:	14,843 SF	0.341 AC	or 16.51%
TOTAL PERVIOUS:	75,159 SF	1.725 AC	or 83.49%
POST DEVELOPMENT CONDITIONS:			
TOTAL IMPERVIOUS:	47,313 SF	1.062 AC	or 52.37%
BUILDING:	11,567 SF	0.254 AC	
PAVING/CONC:	35,066 SF	0.828 AC	
TOTAL PERVIOUS:	42,287 SF	0.968 AC	or 47.63%
PAVING STATISTICS			
PROVIDED PAVING:			
STANDARD SPACES:	23 SPACES		
HANDICAP SPACES:	2 SPACES		
TOTAL PAVING PROVIDED =	25 SPACES		

[illegible]

January 24, 2023

**ELAKX22012**

Mr. Tom Ernharth, City Manager  
City of Eagle lake  
75 North 7<sup>th</sup> Street  
Eagle Lake, FL 33839

**RE: A&E RETAIL PRELIMINARY ENGINEERING PLAN REVIEW**

Dear Tom,

We have completed a preliminary engineering review of the development plans for the A&E Retail project dated January 12, 2023. We have some comments and concerns as noted below.

**Potable Water**

1. The proposed water system layout is acceptable. However, we need to see hydraulic calculations that the proposed 6" main can provide sufficient fire flow as required for the proposed commercial buildings.

**Sanitary Sewer**

1. The applicant has proposed to utilize on-site septic and drain field systems (2) to serve this project. We have no objection to the use of these on-site sewer systems. We will need to see permits from the Polk County Health Department before we can issue final plan approval.

**Stormwater**

1. The plans include two typical details for utility crossings, but we need to see plan/profiles for the storm system piping to ensure that proper separation between the storm piping and utility piping is maintained and that proper cover over the storm system piping is provided.
2. We do not perform a detailed review of the storm system design calculations. Prior to final plan approval we will need to see the permit issued by SWFWMD for this drainage system.



The Developer can resubmit just the revised sheets for our re-review. The City will not provide final approval for these construction plans until the issues noted above are addressed.

Sincerely,

**PENNONI ASSOCIATES INC.**



Steven C. Shealey, PE, MPA  
Senior Consultant



## TRADITIONS ENGINEERING

Tom Ernharth, City Manager  
Polk County Land Development  
City of Eagle Lake  
75 North 7th Street, Eagle Lake, FL 33839

01/25/2023

**Subject: A&E Plaza – Eagle Lake Comments**  
**TE Project No. 22-30**

Dear Tom,

This is in response to your request for additional information.

**Potable Water – Steven Shealey, PE**

**Comments:** The proposed water system layout is acceptable. However, we need to see hydraulic calculations that the proposed 6" main can provide sufficient fire flow as required for the proposed commercial buildings.

**Response:** **The Potable Water Model Report has been included with this submittal.**

**Sanitary Sewer – Steven Shealey, PE**

**Comments:** The applicant has proposed to utilize on-site septic and drain field systems (2) to serve this project. We have no objection to the use of these on-site sewer systems. We will need to see permits from the Polk County Health Department before we can issue final plan approval.

**Response:** **The PCHD permits for the septic systems have been applied for and will be submitted as separate correspondence once received.**

**Stormwater – Steven Shealey, PE**

**Comments:** The plans include two typical details for utility crossings, but we need to see plan/profiles for the storm system piping to ensure that proper separation between the storm piping and utility piping is maintained and that proper cover over the storm system piping is provided.

**Response:** **There are (2) crossing details provided on the Utility Plan. The utility crossing detail #2 outlines the crossing of the 2" poly waterline and the gravity sanitary sewer system as shown in the plan view. Since the waterline is a pressure pipe, it will be routed under the gravity system to maintain 18" of separation. A separate profile for this crossing is not required. The utility crossing detail #1 shows the detailed pipe elevations for the crossing of the two gravity pipes (storm & sanitary sewer). Additionally, Section B-B on sheet C-700 has been expanded to show the crossing of these pipes as well as define the needed cover over the pipe. Please review sheets C-500 & C-700 for more information.**



Comments: We do not perform a detailed review of the storm system design calculations. Prior to final plan approval we will need to see the permit issued by SWFWMD for this drainage system.

Response: **The approved FDEP 10/2 Stormwater Certification Permit has been included with this submittal.**

If you have any questions regarding this letter, please call me at (863) 397-1627 or email me at [CBrooker@Traditions-Eng.com](mailto:CBrooker@Traditions-Eng.com)

Sincerely,

Charles "Chad" Brooker, P.E.

Traditions Engineering, LLC



# POTABLE WATER MODEL REPORT

FOR

## ***A&E Plaza***

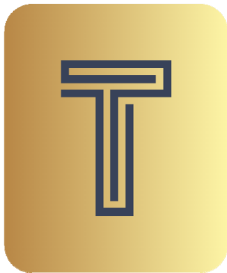
LOCATED AT:

11000 US Hwy 17 S,  
Eagle Lake, Florida 33839

PREPARED FOR:

A&E Auto Body Inc  
12002 US Hwy 17 N,  
Eagle Lake, Florida 33839

PREPARED BY:



**TRADITIONS** ENGINEERING

6039 Cypress Gardens Blvd, Suite #290  
Winter Haven, Florida 33884  
863-397-1626

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o Reservoir Results	
- Max Day Flow & Fire Flow	
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o Hydrant Pressure/Flow Results	
o Reservoir Results	

# **CHAPTER 1**

## Narrative

## **MODEL NARRATIVE**

### **Connection & Tie-In Pressure:**

The proposed potable water main extension will connect to the existing City of Eagle Lake water main at the intersection of the Cameron Road & SR 17. The tie-in pressure of the existing main was assumed to be 40 psi at the connection point per the PCU USSM.

### **Proposed Development Model:**

The Proposed Development Model accounts for the required fire flow and potable water demand. As such, this report shows the model results from the Peak Flow Model and Max Day + Fire Flow model. See below for demand calculations. All mains were sized to deliver the required demand with a minimum of 20 psi at each node and a maximum 12 fps in the mains.

## **DEMAND REFERENCE**

### **Potable Water Generation Calculation:**

Average Daily Flow of 400 gpd per toilet (1 per store) = 0.28 gpm

Peak Flow Demand = 4 x Average Flow = 1.12 gpm per unit.

1.12 gpm x 6 stores = 6.72 gpm Total

Max Day Demand = 2.25 x Average Flow = 0.63 gpm per unit.

0.63 gpm x 6 stores = 3.78 gpm Total

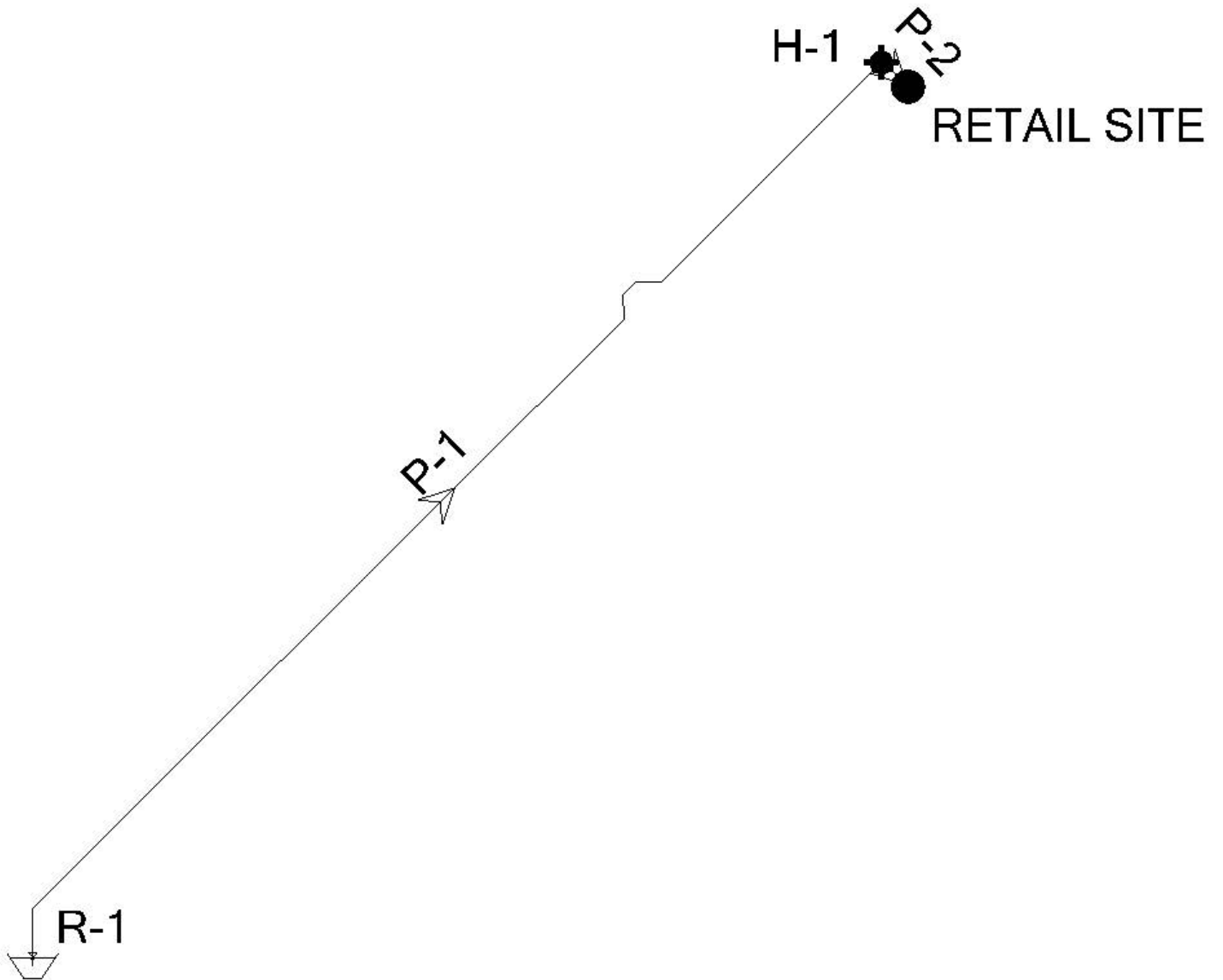
### **Fire Flow Requirements:**

The required fire flow for the proposed development is 1,000 gpm at the proposed fire hydrant. The Fire Flow model is to run simultaneously with the Max Day demand.

## **CHAPTER 2**



# NODE DIAGRAM



## PEAK FLOW DEMAND

**FlexTable: Pipe Table**

Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter (in)	Material
P-1	443	R-1	H-1	6.0	PVC
P-2	13	H-1	RETAIL SITE	6.0	PVC
Hazen-Williams C	Flow (gpm)	Velocity (ft/s)			
130.0	7	0.08			
130.0	7	0.08			

**FlexTable: Junction Table**

Label	Elevation (ft)	Hydraulic Grade (ft)	Pressure (psi)	Demand (gpm)
RETAIL SITE	136.38	232.14	41	7

**FlexTable: Reservoir Table**

Label	Elevation (ft)	Hydraulic Grade (ft)	Flow (Out net) (gpm)
R-1	232.14	232.14	7

MAX DAY & FIRE FLOW DEMAND

**FlexTable: Pipe Table**

Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter (in)	Material
P-1	443	R-1	H-1	6.0	PVC
P-2	13	H-1	RETAIL SITE	6.0	PVC
Hazen-Williams C	Flow (gpm)	Velocity (ft/s)			
130.0	1,004	11.39			
130.0	4	0.04			

### FlexTable: Junction Table

Label	Elevation (ft)	Hydraulic Grade (ft)	Pressure (psi)	Demand (gpm)
RETAIL SITE	136.38	199.06	27	4



### FlexTable: Hydrant Table

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)
H-1	139.11	1,000	26

**FlexTable: Reservoir Table**

Label	Elevation (ft)	Hydraulic Grade (ft)	Flow (Out net) (gpm)
R-1	232.14	232.14	1,004



FLORIDA DEPARTMENT OF  
Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

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**SELF-CERTIFICATION FOR  
A STORMWATER MANAGEMENT SYSTEM IN UPLANDS SERVING  
LESS THAN 10 ACRES OF TOTAL PROJECT AREA AND  
LESS THAN 2 ACRES OF IMPERVIOUS SURFACES**

<b>Owner(s)/Permittee(s):</b>	A&E Auto Body Inc
<b>File No:</b>	0430745001EG
<b>File Name:</b>	A&E PLAZA
<b>Site Address:</b>	11000 Hwy 17 S Eagle Lake FL - 33839
<b>County:</b>	Polk
<b>Latitude:</b>	27° 59' 14.5217"
<b>Longitude:</b>	-81° 44' 44.3071"
<b>Total Project Area:</b>	2.066
<b>Total Impervious Surface Area:</b>	1.082
<b>Approximate Date of Commencement of Construction:</b>	03/01/2023
<b>Registered Florida Professional:</b>	Charles Brooker
<b>License No.:</b>	88615
<b>Company:</b>	Traditions Engineering, LLC

**Date:** January 25, 2023

**Charles Brooker** certified through the Department's Enterprise Self-Service Application portal that the project described above was designed by the above-named Florida registered professional to meet the following requirements:

- (a) The total project area involves less than 10 acres and less than 2 acres of impervious surface;
- (b) Activities will not impact wetlands or other surface waters;
- (c) Activities are not conducted in, on, or over wetlands or other surface waters;
- (d) Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
- (e) The project is not part of a larger common plan, development, or sale; and
- (f) The project does not:
  - 1. Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

- 2.Cause adverse impacts to existing surface water storage and conveyance capabilities;
- 3.Cause a violation of state water quality standards; or
- 4.Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086, F.S.

This certification was submitted before initiation of construction of the above project. The system is designed, and will be operated and maintained in accordance with applicable rules adopted pursuant to part IV of chapter 373, F.S. There is a rebuttable presumption that the discharge from such system will comply with state water quality standards. Therefore, construction, alteration, and maintenance of the stormwater management system serving this project is authorized in accordance with s.403.814(12), F.S.

In accordance with s. 373.416(2), F.S., if ownership of the property or the stormwater management system is sold or transferred to another party, continued operation of the system is authorized only if notice is provided to the Department within 30 days of the sale or transfer. This notice can be submitted to:

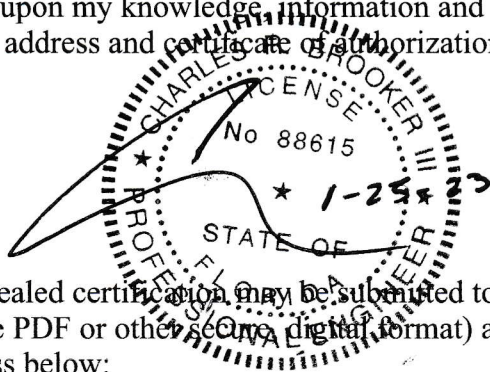
FDEP Southwest District  
13051 N Telecom Pkwy  
Temple Terrace, FL33637

This certification was submitted along with the following electronic documents:

File Description
Plans
Drainage Report
Survey

If you have submitted this certification as a Florida Registered Professional, you may wish to sign and seal this certification, and return a copy to the Department, in accordance with your professional practice act requirements under Florida Statutes.

I, Charles Brooker, License No. 88615, do hereby certify that the above information is true and accurate, based upon my knowledge, information and belief. In the space below, affix signature, date, seal, company name, address and certificate of authorization (if applicable).



This sealed certification may be submitted to the Department, either electronically (as an attachment in Adobe PDF or other secure digital format) at [SW\\_ERP@dep.state.fl.us](mailto:SW_ERP@dep.state.fl.us), or as a hardcopy, at the postal address below:

FDEP Southwest District  
13051 N Telecom Pkwy  
Temple Terrace, FL33637

CITY OF EAGLE LAKE  
REGULAR CITY COMMISSION MEETING  
TUESDAY, JANUARY 3, 2023  
7:00 P.M.  
COMMISSION CHAMBERS  
675 E EAGLE AVE  
EAGLE LAKE, FLORIDA 33839

**I. CALL TO ORDER**

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

**II. INVOCATION**

Commissioner Metosh gave the invocation.

**III. PLEDGE OF ALLEGIANCE TO THE FLAG**

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

**IV. ROLL CALL**

PRESENT: Billings, Wilson, Metosh, Coler

ABSENT: Clark

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 Metosh and seconded by Commissioner Billings to excuse Commissioner Clark from the meeting tonight.

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

The vote was as follows:

AYES: 4

NAYS: 0

**V. AUDIENCE**

There were no comments from the audience.

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

**A. Staff Reports**

Sgt. Freeze updated the Commission regarding the events that have occurred in the city.

**B. City Manager Report**

City Manager Ernharth requested permission to go out to bid for an RFQ for an architect for the City Hall Complex.

**MOTION** was made by Commissioner Metosh and seconded by Commissioner Billings to authorize the City Manager to advertise RFQ for an architect for the City Hall Complex.

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

The vote was as follows:

AYES: 4

NAYS: 0

City Manager Ernharth stated July 4th is on a Tuesday this year and he asked for permission to also close on Monday July 3, 2023.

**MOTION** was made by Commissioner Billings and seconded by Commissioner Metosh to approve closing on both July 3, 2023 and July 4, 2023.

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

The vote was as follows:

AYES: 4

NAYS: 0

Mayor Coler discussed the use and feasibility of the red brick building and using the Red Brick Building as a library; he stated that he understands there could be a substantial cost involved to bring the building up to code.

City Manager Ernharth stated the red brick building will be on the next agenda for discussion.

## **VII. PUBLIC HEARINGS**

- A. Consideration of the first reading of **Ordinance No.: O-23-02**, 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: Two parcels of land totaling approximately 3.98 acres in size, lying southeast of the intersection of Cooley Road and County Road 540, West, and a Street Address of 0 Cooley Road, Eagle Lake, FL 33839 (A & E Property))

Attorney Maxwell read Ordinance No.: O-23-02 by title only.

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-23-02.

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

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Coler

NAYS: None

- B. Consideration of the first reading of **Ordinance No.: O-23-03**, 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 Two (2) Annexed Parcels; Amending the City of Eagle Lake, Florida Zoning Map to Apply General Commercial (CG) Zoning to the Same Certain Parcels; Repealing All Ordinances in Conflict Herewith; and, Providing an Effective Date. (General Location: Two parcels of land totaling approximately 3.98 acres in size, lying southeast of the intersection of Cooley Road and County Road 540, West, with a Street Address of 0 Cooley Road, Eagle Lake, Florida 33839 (A & E Property)

Attorney Maxwell read Ordinance No.: O-23-03 by title only.

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-23-03.

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

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Coler

NAYS: None

#### **VIII. OLD BUSINESS**

There was no old business.

#### **IX. NEW BUSINESS**

- A. Consideration of **Resolution No: R-23-04**, A Resolution of City the Commission of the City of Eagle Lake, Florida, Approving and Adopting the City of Eagle Lake 2022 Water Supply Work Plan Update; and Providing an Effective Date.

Attorney Maxwell read Resolution No.: R-23-04 by title only.

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Resolution No.: R-23-04.

The vote was as follows:

AYES: 4

NAYS: 0

- B. Consideration of Eagle Lake Stormwater Outfall Treatment System not to exceed the amount of \$450,000

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Eagle Lake Stormwater Outfall Treatment System not to exceed the amount of \$450,000.

The vote was as follows:

AYES: 4

NAYS: 0

#### **X. CONSENT AGENDA**

- A. Approval of the Regular City Commission Minutes -----12/05/2022
- B. Approval of Financials
- C. Consideration of The Ranches at Lake McLeod (East Ranches) Final Plat

**MOTION** was made by Commissioner Wilson and seconded by Commissioner Metosh to approve items: A. the Regular City Commission Minutes of 12/05/2022, B. the Financials, and C. The Ranches at Lake McLeod (East Ranches) Final Plat

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

The vote was as follows:

AYES: 4

NAYS: 0

**XI. AUDIENCE**

There were no comments from the audience.

**XII. CITY ATTORNEY**

Attorney Maxwell had no report.

**XIII. CITY COMMISSION**

Commissioner Wilson had no report.

Commissioner Metosh had no report.

Commissioner Billings had no report.

Mayor Coler stated that the legislative session will be starting soon and encouraged involvement from the Commission.

Mayor Coler encouraged the commission to attend the next Ridge League of Cities Dinner in February.

Mayor Coler and the Commission wished everyone a Happy New Year.

**XIV. ADJOURNMENT**

**MOTION** was made by Commissioner Billings and seconded by Commissioner Metosh to adjourn at 7:15 p.m.

The vote was as follows:

AYES: 4

NAYS: 0

---

MAYOR CORY COLER

ATTEST:



---

CITY CLERK DAWN WRIGHT

**ZAMBELLI FIREWORKS MANUFACTURING CO.**

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 9th day of Jan, 2023, by and between:

**Zambelli Fireworks Manufacturing Co.** of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of Eagle Lake

(hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a 10 minute fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: June 24, 2023

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

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$ 7,000 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. All credit card payments will be subject to a 3.9% surcharge. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing

by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
  - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
  - (b) Zambelli will secure all Fireworks permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.
  - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.



11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
  - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.

19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 75 N 7th St., PO Box 129, Eagle Lake, FL
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

**FOR Client:**

**FOR: Zambelli Fireworks Manufacturing Co.**

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT Samantha Ethridge

PRINT \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**  
1060 Holland Drive, Suite J  
Boca Raton, FL 33487  
561-395-0955 FAX 561-395-1799



# Zambelli

## FIREWORKS

### Required Insurance Requisition Form

Customer Name City of Eagle Lake  
Address P.O. Box 129  
City Eagle Lake State Florida Zip 33839  
Display Date 06/24/2022 Rain Date N/A  
Location of Display Eagle Lake Beach- Boat Ramp  
City Eagle Lake State Florida Zip 33839

Name all Additional Insured

City of Eagle Lake  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name & Address of Display Site Property Owner

City of Eagle Lake - (Eagle Lake  
Beach Boat Ramp)  
\_\_\_\_\_

Certificate to be issued to: City of Eagle Lake  
Address P.O. Box 129  
City Eagle Lake State Florida Zip 33839  
Title \_\_\_\_\_ Phone 863-293-4141

**\* This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

1060 Holland Drive – Suite J  
Boca Raton, FL 33487  
(561) 395-0955  
[www.zambellifireworks.com](http://www.zambellifireworks.com)

# Zambelli

## FIREWORKS

### Communication Sheet

Communications Sheet must be completed in its entirety each year.

*Our insurance carrier requires a newly completed form each year.*

A Zambelli Fireworks representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	City of Eagle Lake	Show Date	06/24/2023
Address	P.O. Box 129	Rain Date	N/A
City, State, Zip	Eagle Lake, FL 33839	Time of Show	
		Duration of Show	
Firing Site Location		Storage Site Location	
Description	Eagle Lake Beach	Description	
Site contact Name		Site Contact Name	
Phone Number		Phone Number	
Address	370 W. Eagle Ave.	Address	
City, State, Zip	Eagle Lake, FL 33839	City, State, Zip	
Contact Person		Alternate Contact #1	
Name	Samantha Ethridge	Name	
Address	P.O. Box 129	Address	
City, State, Zip	Eagle Lake, FL 33839	City, State, Zip	
Home Phone Number		Home Phone Number	
Fax Number	(863) 293-3590	Fax Number	
Office Number (& ext.)	(863) 293-4141	Office Number (& ext.)	
Cell Number	(863) 307-2131	Cell Number	
E-Mail	sethridge@eaglelake-fla.com	E-Mail	
Alternate Contact #2		Day of Show Contact	
Name		Name	
Address		Address	
City, State, Zip		City, State, Zip	
Home Phone Number		Home Phone Number	
Fax Number		Fax Number	
Office Number (& ext.)		Office Number (& ext.)	
Cell Number		Cell Number	
E-Mail		E-Mail	

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

1060 Holland Drive – Suite J  
 Boca Raton, FL 33487  
 (561) 395-0955  
[www.zambellifireworks.com](http://www.zambellifireworks.com)



CITY OF EAGLE LAKE - GENERAL FUND  
ACCOUNT BALANCE

DEC 2022

<b>ACCOUNT BALANCE AS OF NOV 30, 2022</b>	4,652,291.17
DEPOSITS	1,866,534.10
CLEARED CHECKS	(2,032,686.24)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00

<b>ACCOUNT BALANCE AS OF DEC 31, 2022</b>	<b>4,486,139.03</b>
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**OUTSTANDING CHECKS:**

44428	CITY OF TAYLORS FALLS PCCA - REF	(100.00)
45110	FLORIDA BLUE	(19,097.12)
45113	Liberty National Insurance Company QB	(301.48)
45115	MINNESOTA LIFE	(202.80)
45111	Florida Municipal Insurance Trust QB	(108.15)
45116	New York Life Ins QB	(21.68)
45132	SPECTRUM ENTERPRISE 168089401	(733.23)
45136	VERIZON WIRELESS - CELL	(614.45)
45119	BOARD OF CO COMM - FUEL	(366.69)
45131	SPECTRUM ENTERPRISE 106972201	(69.98)
45124	NEXAIR, LLC	(46.43)
45127	POLK COUNTY LIBRARY COOPERATIVE *	(20.00)
45145	FLORIDA PEST CONTROL	(189.00)
45143	CITY OF TEMPLE TERRACE - REF	(50.00)
45168	POLK COUNTY SHERIFF	(142,290.25)
45171	RIVERO, GORDIMER & COMPANY PA	(6,577.50)
45177	WATER IMPACT SAVINGS	(5,500.00)
45172	SEWER IMPACT SAVINGS	(5,500.00)
EFT	FMPTF	(4,114.16)
45175	UTILITY FUND	(2,706.74)
45169	PUBLIC BUILDINGS AND FAC. PB	(1,984.00)
45165	City of Eagle Lake Water Dept	(795.16)
45167	PARKS AND REC. FEES-PB	(582.00)
45176	WALMART - CAPITAL ONE	(353.82)
45166	MARIA ESCOBEDO - REF	(200.00)
45170	RICOH USA INC	(165.85)
45162	EMPLOYEE FUND QB	(106.00)
45163	CDN PARTNERS INC	(93.75)
45173	TAMPA ELECTRIC CO.-1	(66.21)
45174	Tampa Electric Company-2	(47.14)
45164	CENGAGE LEARNING INC / GALE	(41.23)
JE #5		(6,575.24)
JE #3	Florida Department of Revenue	(17.50)

<b>TOTAL OUTSTANDING CHECKS:</b>	<b>(199,637.56)</b>
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Deposit	12/29/2022	292.00
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<b>TOTAL OUTSTANDING DEPOSITS:</b>	<b>292.00</b>
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<b>REMAINING ACCOUNT BALANCE:</b>	<b>4,286,793.47</b>
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**CITY OF EAGLE LAKE**  
**Profit & Loss Budget vs. Actual**  
**October through December 2022**

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>310.000 · Taxes</b>				
311.000 · Ad Valorem Taxes	1,088,589.20	1,189,000.00	-100,410.80	91.6%
<b>312.000 · Sales, Use &amp; Gas Taxes</b>				
312.300 · 9th Cent Gas Tax	4,273.73	16,000.00	-11,726.27	26.7%
312.410 · Local Option Gas Tax	24,944.05	92,869.00	-67,924.95	26.9%
312.412 · Local Gov. 1/2 cent sales tax	62,120.33	224,937.00	-162,816.67	27.6%
312.420 · 5-cent Local Option Gas Tax	15,335.04	58,849.00	-43,513.96	26.1%
<b>Total 312.000 · Sales, Use &amp; Gas Taxes</b>	<b>106,673.15</b>	<b>392,655.00</b>	<b>-285,981.85</b>	<b>27.2%</b>
<b>314.000 · Utility Service Taxes</b>				
314.100 · Electric Utility Service Tax	56,411.79	172,000.00	-115,588.21	32.8%
314.150 · Water Utility Service Tax	10,929.79	50,000.00	-39,070.21	21.9%
314.400 · Natural Gas Service Tax	4.20	1,000.00	-995.80	0.4%
314.800 · Propane Service Tax	471.33	1,500.00	-1,028.67	31.4%
315.000 · Local Communications Serv. Tax	26,446.65	72,000.00	-45,553.35	36.7%
<b>Total 314.000 · Utility Service Taxes</b>	<b>94,263.76</b>	<b>296,500.00</b>	<b>-202,236.24</b>	<b>31.8%</b>
<b>323.000 · Franchise Fees</b>				
323.100 · Electric Franchise Fees	57,135.73	165,000.00	-107,864.27	34.6%
323.400 · Natural Gas Franchise Fees	478.31			
323.700 · Solid Waste Franchise Fee	5,000.00	23,000.00	-18,000.00	21.7%
<b>Total 323.000 · Franchise Fees</b>	<b>62,614.04</b>	<b>188,000.00</b>	<b>-125,385.96</b>	<b>33.3%</b>
<b>Total 310.000 · Taxes</b>	<b>1,352,140.15</b>	<b>2,066,155.00</b>	<b>-714,014.85</b>	<b>65.4%</b>
<b>330.000 · Intergovernmental Revenue</b>				
<b>335.000 · State Shared Revenues</b>				
335.120 · SRS Sales Tax	26,665.39	90,000.00	-63,334.61	29.6%
335.122 · SRS - Motor Fuel Tax	10,369.88	30,000.00	-19,630.12	34.6%
335.150 · Alcoholic Beverage Licenses	0.00	5,200.00	-5,200.00	0.0%
<b>Total 335.000 · State Shared Revenues</b>	<b>37,035.27</b>	<b>125,200.00</b>	<b>-88,164.73</b>	<b>29.6%</b>
<b>338.800 · County Shared Revenue</b>				
337.700 · Library Cooperative	0.00	25,000.00	-25,000.00	0.0%
337.710 · Delivery Driver System Funding	28,544.27	122,987.00	-94,442.73	23.2%
338.200 · Polk County Occupational Licens	854.43	2,500.00	-1,645.57	34.2%
<b>Total 338.800 · County Shared Revenue</b>	<b>29,398.70</b>	<b>150,487.00</b>	<b>-121,088.30</b>	<b>19.5%</b>
<b>Total 330.000 · Intergovernmental Revenue</b>	<b>66,433.97</b>	<b>275,687.00</b>	<b>-209,253.03</b>	<b>24.1%</b>
<b>340.000 · Charges for Services</b>				
341.200 · Zoning Fees	2,250.00	500.00	1,750.00	450.0%
341.300 · Copies/Certifications	5.45	75.00	-69.55	7.3%
342.900 · FDOT Roadway Maintenance	3,015.69	12,000.00	-8,984.31	25.1%
352.000 · Library Fines and Collections	285.85	1,500.00	-1,214.15	19.1%
<b>Total 340.000 · Charges for Services</b>	<b>5,556.99</b>	<b>14,075.00</b>	<b>-8,518.01</b>	<b>39.5%</b>
<b>350.000 · Fines &amp; Forfeitures</b>				
341.541 · Police Fines	1,667.92	5,000.00	-3,332.08	33.4%
350.100 · Other Fines and Forfeitures	0.00	100.00	-100.00	0.0%
<b>Total 350.000 · Fines &amp; Forfeitures</b>	<b>1,667.92</b>	<b>5,100.00</b>	<b>-3,432.08</b>	<b>32.7%</b>
<b>360.000 · Other Revenue</b>				
361.100 · Interest Income	543.41	6,500.00	-5,956.59	8.4%
362.100 · Facilities Rental	250.00			
362.200 · Sprint Tower Lease	0.00	37,325.00	-37,325.00	0.0%
362.201 · T-Mobile Tower Lease	6,860.40	38,000.00	-31,139.60	18.1%
366.000 · Private Donations				
366.101 · Donations for City Events	1,850.00			
366.000 · Private Donations - Other	0.00	4,000.00	-4,000.00	0.0%

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

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
Total 366.000 · Private Donations	1,850.00	4,000.00	-2,150.00	46.3%
369.900 · Miscellaneous Income				
340.901 · Reimbursements				
340.910 · Reimbursement-Sports Assoc.	959.50			
Total 340.901 · Reimbursements	959.50			
369.310 · Misc Revenue - Engineering Fees	47,033.73			
369.996 · E-Rate Reimbursement	755.78			
369.900 · Miscellaneous Income - Other	2,227.54	14,000.00	-11,772.46	15.9%
Total 369.900 · Miscellaneous Income	50,976.55	14,000.00	36,976.55	364.1%
Total 360.000 · Other Revenue	60,480.36	99,825.00	-39,344.64	60.6%
367.000 · Licenses and Permits				
322.000 · Building Permits Other				
322.050 · Subdivision Permit App.Fee	4,600.00	2,900.00	1,700.00	158.6%
322.060 · Plan Review Fee	95,331.25	5,000.00	90,331.25	1,906.6%
322.070 · DCA BLDG Cert Charge 1%	300.42	50.00	250.42	600.8%
322.100 · DBPR Radon Surcharge-1%	531.37	50.00	481.37	1,062.7%
322.150 · Contractor's Registration	0.00	300.00	-300.00	0.0%
322.200 · Polk County Imp.Fees 3%	5,908.63	100.00	5,808.63	5,908.6%
322.300 · Building Inspection Fees	159,220.00	23,000.00	136,220.00	692.3%
322.400 · Building Permits	195,551.00	50,000.00	145,551.00	391.1%
324.610 · Parks and Rec Impact Fee	86,898.00			
324.611 · Public BLDG & Fac - Res	296,224.00			
Total 322.000 · Building Permits Other	844,564.67	81,400.00	763,164.67	1,037.5%
Total 367.000 · Licenses and Permits	844,564.67	81,400.00	763,164.67	1,037.5%
369.030 · MISC INC - POLK CTY CLERKS ASSO	950.00			
369.200 · CASH OVER/SHORT	-10.00			
382.000 · Transfers - IN	26,551.02	256,204.00	-229,652.98	10.4%
382.100 · CRA Transfer - IN	5,001.00	20,004.00	-15,003.00	25.0%
Total Income	2,363,336.08	2,818,450.00	-455,113.92	83.9%
Gross Profit	2,363,336.08	2,818,450.00	-455,113.92	83.9%
Expense				
510.000 · General Government				
511.000 · Commissioner Costs				
511.100 · Employee Benefits	164.55	610.00	-445.45	27.0%
511.110 · City Commission Fees/Salaries	21,620.85	8,605.00	13,015.85	251.3%
511.300 · Operating Expenditures				
511.240 · Workers Compensation Insurance	4.17	160.00	-155.83	2.6%
511.310 · Engineering Services	59,905.92	125,000.00	-65,094.08	47.9%
511.311 · Legal Services	1,320.00	12,000.00	-10,680.00	11.0%
511.313 · Planning Services	0.00	5,000.00	-5,000.00	0.0%
511.320 · Accounting & Auditing	6,977.50	12,000.00	-5,022.50	58.1%
511.321 · Financial Reporting Svcs	7,920.66	15,000.00	-7,079.34	52.8%
511.340 · Contractual Services	1,206.25	2,500.00	-1,293.75	48.3%
511.341 · Election Fees	0.00	3,000.00	-3,000.00	0.0%
511.410 · Communication Services	661.98	3,600.00	-2,938.02	18.4%
511.420 · Postage	27.90	1,100.00	-1,072.10	2.5%
511.450 · Insurance Property	25,229.25	90,000.00	-64,770.75	28.0%
511.460 · Repair & Maint Svcs Comm Bldg	0.00	10,500.00	-10,500.00	0.0%
511.470 · Printing and Binding/ Municipal	0.00	4,500.00	-4,500.00	0.0%
511.480 · Advertising / Promotions	0.00	5,000.00	-5,000.00	0.0%
511.490 · Other Current Charges	1,497.60	12,000.00	-10,502.40	12.5%
511.512 · Event Expenses	2,817.96	4,000.00	-1,182.04	70.4%
511.541 · Travel, Meetings, and Dues	633.00	5,000.00	-4,367.00	12.7%
511.991 · Contingency Fund	0.00	5,500.00	-5,500.00	0.0%
511.993 · CRA/Community Redevelopment Age	0.00	20,000.00	-20,000.00	0.0%

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

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
511.998 · Reserve / Contingency	0.00	413,773.00	-413,773.00	0.0%
Total 511.300 · Operating Expenditures	108,202.19	749,633.00	-641,430.81	14.4%
511.600 · CAPITAL OUTLAY	0.00	50,000.00	-50,000.00	0.0%
Total 511.000 · Commissioner Costs	129,987.59	808,848.00	-678,860.41	16.1%
512.000 · CITY MANAGER				
512.100 · Employee Benefits	8,143.33	39,000.00	-30,856.67	20.9%
512.120 · Salaries and Wages	28,303.92	109,138.00	-80,834.08	25.9%
512.300 · Operating Expenditures				
512.240 · Workers Compensation Insurance	52.83	2,000.00	-1,947.17	2.6%
512.340 · Contractual Services	62.50	500.00	-437.50	12.5%
512.410 · Communication Services	599.64	2,500.00	-1,900.36	24.0%
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	479.00	3,500.00	-3,021.00	13.7%
512.541 · Travel, Meetings, and Dues	970.01	2,500.00	-1,529.99	38.8%
512.991 · Contingency Fund	0.00	2,000.00	-2,000.00	0.0%
Total 512.300 · Operating Expenditures	2,163.98	15,650.00	-13,486.02	13.8%
Total 512.000 · CITY MANAGER	38,611.23	163,788.00	-125,176.77	23.6%
513.000 · Administration				
513.030 · PCCA EXPENSE- ATHENIAN DIALOGUE	100.00			
513.100 · Employee Benefits	18,966.99	93,600.00	-74,633.01	20.3%
513.121 · Salaries and Wages	48,897.98	188,275.00	-139,377.02	26.0%
513.140 · Overtime	877.38	300.00	577.38	292.5%
513.300 · Operating Expenditures				
513.240 · Workers Compensation Insurance	90.98	4,600.00	-4,509.02	2.0%
513.340 · Contractual Svcs (Copier/Lease)	1,699.18	12,000.00	-10,300.82	14.2%
513.410 · Communication Services	1,029.12	15,000.00	-13,970.88	6.9%
513.420 · Postage	0.00	6,500.00	-6,500.00	0.0%
513.430 · Utility Services	431.29	3,500.00	-3,068.71	12.3%
513.460 · Repair & Maintenance	0.00	5,000.00	-5,000.00	0.0%
513.490 · Other Expenditures	229.30	9,500.00	-9,270.70	2.4%
513.510 · Office Supplies	1,978.78	5,000.00	-3,021.22	39.6%
513.540 · Education and Training	-560.00	8,000.00	-8,560.00	-7.0%
513.541 · Travel, Meetings, & Dues	2,271.63	6,000.00	-3,728.37	37.9%
513.991 · Contingency Fund	0.00	1,500.00	-1,500.00	0.0%
Total 513.300 · Operating Expenditures	7,170.28	76,600.00	-69,429.72	9.4%
Total 513.000 · Administration	76,012.63	358,775.00	-282,762.37	21.2%
Total 510.000 · General Government	244,611.45	1,331,411.00	-1,086,799.55	18.4%
521.000 · Police Department				
521.300 · Operating Expenditures - PD				
521.340 · Contractual Services - Sheriff	284,580.50	570,000.00	-285,419.50	49.9%
521.410 · Communication Services	444.48	2,000.00	-1,555.52	22.2%
521.430 · Utility Services	431.29	3,100.00	-2,668.71	13.9%
Total 521.300 · Operating Expenditures - PD	285,456.27	575,100.00	-289,643.73	49.6%
521.600 · Capital Outlay - PD	0.00	10,000.00	-10,000.00	0.0%
Total 521.000 · Police Department	285,456.27	585,100.00	-299,643.73	48.8%
541.000 · Streets				
541.100 · Employee Benefits	4,407.65	24,000.00	-19,592.35	18.4%
541.120 · Salaries and Wages	7,302.75	28,392.00	-21,089.25	25.7%

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

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
541.140 · Overtime	0.00	2,000.00	-2,000.00	0.0%
541.300 · Operating Expenditures - ST				
541.240 · Workers Compensation Insurance	833.74	750.00	83.74	111.2%
541.310 · Engineering	0.00	2,000.00	-2,000.00	0.0%
541.340 · Contractual Services	0.00	2,000.00	-2,000.00	0.0%
541.400 · Petroleum Products	0.00	1,000.00	-1,000.00	0.0%
541.410 · Communication Services	271.34	1,000.00	-728.66	27.1%
541.430 · Utility Services	10,830.51	40,000.00	-29,169.49	27.1%
541.460 · Repair and Maintenance	3,003.70	12,000.00	-8,996.30	25.0%
541.490 · Other Expenditures	0.00	1,000.00	-1,000.00	0.0%
541.521 · Supplies & Materials	142.39	2,000.00	-1,857.61	7.1%
541.522 · Uniforms	112.46	375.00	-262.54	30.0%
541.530 · Road Materials/Street Repair	1,650.00	2,500.00	-850.00	66.0%
541.630 · Street Signs	0.00	15,000.00	-15,000.00	0.0%
Total 541.300 · Operating Expenditures - ST	16,844.14	79,625.00	-62,780.86	21.2%
541.600 · Capital Outlay - ST	0.00	79,000.00	-79,000.00	0.0%
Total 541.000 · Streets	28,554.54	213,017.00	-184,462.46	13.4%
550.000 · Building and Code Enforcement				
550.100 · Employee Benefits	5,169.26	24,000.00	-18,830.74	21.5%
550.120 · Salaries and Wages	10,838.36	41,101.00	-30,262.64	26.4%
550.300 · Operating Expenditures				
550.240 · Workers Compensation Insurance	517.38	750.00	-232.62	69.0%
550.311 · Legal Services & Magistrate	1,748.47	5,000.00	-3,251.53	35.0%
550.340 · Contractual Services (Code Enf)	0.00	23,000.00	-23,000.00	0.0%
550.345 · POLK COUNTY PLAN REV & INSPECT	32,282.43			
550.400 · Petroleum Products	274.92	1,500.00	-1,225.08	18.3%
550.410 · Communication Services	170.25	2,100.00	-1,929.75	8.1%
550.420 · Postage	154.14	1,000.00	-845.86	15.4%
550.460 · Repairs and Maintenance	194.45	200.00	-5.55	97.2%
550.490 · Other Expenditures	62.50	550.00	-487.50	11.4%
550.491 · Code Enforcement Other	0.00	50,000.00	-50,000.00	0.0%
550.522 · Uniforms	54.90	300.00	-245.10	18.3%
550.540 · Education & Training	0.00	1,500.00	-1,500.00	0.0%
550.541 · Travel, Meetings & Dues	1,471.52	2,000.00	-528.48	73.6%
Total 550.300 · Operating Expenditures	36,930.96	87,900.00	-50,969.04	42.0%
550.600 · CAPITAL OUTLAY - CE	0.00	2,000.00	-2,000.00	0.0%
Total 550.000 · Building and Code Enforcement	52,938.58	155,001.00	-102,062.42	34.2%
571.000 · Library				
571.100 · Employee Benefits	10,314.88	52,000.00	-41,685.12	19.8%
571.120 · Salaries and Wages	7,052.30	28,912.00	-21,859.70	24.4%
571.128 · Delivery Van Drivers	21,284.54	75,479.00	-54,194.46	28.2%
571.300 · Operating Expenditures				
571.240 · Workers Compensation Insurance	1,132.83	2,200.00	-1,067.17	51.5%
571.410 · Communication Services	654.42	3,300.00	-2,645.58	19.8%
571.420 · Postage	0.00	500.00	-500.00	0.0%
571.430 · Utility Services	431.29	3,300.00	-2,868.71	13.1%
571.460 · Repair and Maintenance	0.00	500.00	-500.00	0.0%
571.490 · Other Expenditures	62.50	500.00	-437.50	12.5%
571.510 · Office Supplies	1,299.65	2,400.00	-1,100.35	54.2%
571.521 · Operating Expenses---LB Van Dri	0.00	1,800.00	-1,800.00	0.0%
571.660 · Books & Materials	2,872.21	20,000.00	-17,127.79	14.4%
Total 571.300 · Operating Expenditures	6,452.90	34,500.00	-28,047.10	18.7%
Total 571.000 · Library	45,104.62	190,891.00	-145,786.38	23.6%
572.000 · Parks & Rec				

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

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
572.100 · Employee Benefits	4,420.59	20,400.00	-15,979.41	21.7%
572.120 · Salaries and Wages	8,315.63	31,380.00	-23,064.37	26.5%
572.300 · Operating Expenditures				
572.240 · Workers Compensation Insurance	348.26	750.00	-401.74	46.4%
572.310 · Engineering Services - PR	16,511.30			
572.340 · Contractual Services	405.00	10,000.00	-9,595.00	4.1%
572.400 · Petroleum Products	1,980.85	6,000.00	-4,019.15	33.0%
572.410 · Communication Services	120.93	2,000.00	-1,879.07	6.0%
572.430 · Utility Services	13,820.34	49,000.00	-35,179.66	28.2%
572.460 · Repair & Maintenance	1,301.51	30,000.00	-28,698.49	4.3%
572.461 · Grounds-Bldg/Clean/Maint/Veh	5,298.27	24,000.00	-18,701.73	22.1%
572.490 · Other Expenditures	0.00	500.00	-500.00	0.0%
572.512 · Event Expenses	0.00	5,000.00	-5,000.00	0.0%
572.513 · Hometown Festival (Fireworks)	16.32	9,000.00	-8,983.68	0.2%
572.521 · Supplies & Materials	1,128.58	7,000.00	-5,871.42	16.1%
572.654 · Mistletoe Marketplace	1,699.34	3,000.00	-1,300.66	56.6%
572.888 · Facilities Deposit Refunds - PR	200.00			
Total 572.300 · Operating Expenditures	42,830.70	146,250.00	-103,419.30	29.3%
572.600 · Capital Outlay - PR	0.00	150,000.00	-150,000.00	0.0%
Total 572.000 · Parks & Rec	55,566.92	348,030.00	-292,463.08	16.0%
6560 · Payroll Expenses	-421.37			
Total Expense	711,811.01	2,823,450.00	-2,111,638.99	25.2%
Net Ordinary Income	1,651,525.07	-5,000.00	1,656,525.07	-33,030.5%
Net Income	<u>1,651,525.07</u>	<u>-5,000.00</u>	<u>1,656,525.07</u>	<u>-33,030.5%</u>

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

	Dec 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100.000 · Cash & Cash Equivalents	
101.103 · CS - GENERAL FUND	4,286,793.47
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>	4,215,891.68
101.256 · CS - BUILDING/CODE ENFORCEMENT	837.44
101.257 · CS - PARKS & REC FUND	430,158.73
101.258 · CS - PUBLIC BUILDING FUND	1,530,445.48
101.259 · CS- TRANSPORTATION FUND	52,916.22
115.100 · Reclass FROM unrestricted cash	0.28
<b>Total Checking/Savings</b>	6,230,249.83
<b>Accounts Receivable</b>	
115.101 · *Accounts Receivable	102,083.95
<b>Total Accounts Receivable</b>	102,083.95
<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	36,303.39
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	-7,509.44
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>	42,015.87
149.900 · Undeposited Funds	445,697.04
2120 · Payroll Asset	0.01
<b>Total Other Current Assets</b>	623,064.01
<b>Total Current Assets</b>	6,955,397.79
<b>TOTAL ASSETS</b>	<b>6,955,397.79</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
202.100 · Accounts Payable	259,020.04
<b>Total Accounts Payable</b>	259,020.04
<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	404,447.74
205.101 · POLK COUNTY SHERIFF EDUCATION	3,332.63
205.102 · POLK COUNTY FIRE REVIEW	1,708.52
205.200 · DBPR Fee Payable	660.99
205.201 · DCA PAYABLE	-5,751.19
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 December 31, 2022

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	Dec 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
Total 2100 · Payroll Liabilities	105.96
215.000 · Accrued Payroll and Benefits	25,087.98
Total Other Current Liabilities	439,202.71
Total Current Liabilities	698,222.75
Total Liabilities	698,222.75
Equity	
271.100 · Fund Balance	4,605,649.97
Net Income	1,651,525.07
Total Equity	6,257,175.04
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,955,397.79</b>

## CITY OF EAGLE LAKE - UTILITY FUND

## ACCOUNT BALANCE

DEC 2022

<b>ACCOUNT BALANCE AS OF NOV 30, 2022</b>	3,032,664.22
DEPOSITS	454,163.17
CLEARED CHECKS	(182,261.72)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
<b>ACCOUNT BALANCE AS OF DEC 31, 2022</b>	<b>3,304,565.67</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 CHRISTIAN CHURCH - REF	(58.76)
20561	SHEILA PAGE - REF	(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)
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	CHRISTOPHE MATT LANKFORD - REF	(285.24)
22746	EAGLE LAKE ROBERT WHITCHARD	(206.52)
22801	KATHERINE MONTANA DE JESUS - REF	(149.70)
22805	RAJU GANDHI - REF	(69.91)
22868	D R HORTON - REF	(200.00)
JE #20		(10.00)
22946	ADRE POLEON - REF	(69.33)
22976	REBECCA WISE - REF	(6.90)
23051	TACO STOP -REF	(96.85)



CITY OF EAGLE LAKE - UTILITY FUND  
ACCOUNT BALANCE

23034	KIMBERLY LOPES - REF	(38.54)
23081	JOHN SHELTON - REF	(120.85)
23134	JULIAN HILLS LLC - REF	(14.23)
23232	GEOFFERY LOVERIDGE - REF	(103.14)
23319	MARY CARR - REF	(28.60)
JE #20		(434.83)
23380	JAMIE RIVERA - REF	(33.54)
JE #20		(369.06)
23461	DEBORAH VASSER - REF	(85.69)
23472	ZILLOW HOMES PROPERTY TRUST - REF	(79.15)
23488	JOSE RIOS-MENDEZ - REF	(91.80)
JE #20		(788.11)
23550	ROCIO LOPEZ - REF	(26.65)
23547	RENU PROPERTY MGT FLORIDA LLC - REF	(25.88)
23549	RICHARD BAILEY - REF	(25.19)
JE #20		(759.76)
23599	VICTORIA HE MATILDE VELAZQUEZ - REF	(122.48)
23591	JONTAE HAZ JAMES PITTS	(60.47)
23589	HRG MANAG BETTY MILLER	(25.88)
23574	ANGEL VELE ANDREW SANBOWER	(25.58)
23609	BOCC - FUEL HAROLD REESE - REF	(2,326.59)
23627	VERIZON WIRELESS - CELL	(157.00)
23625	SPECTRUM ENTERPRISE - 166588901	(106.30)
23624	SPECTRUM ENTERPRISE-168089401	(102.78)
23611	D R HORTON - REF	(10.53)
23630	CITY OF BARTOW - SEWER IMPACT	(1,670.22)
23644	REPUBLIC SERVICES	(20,640.42)
23641	ORANGE INDUSTRIAL SERVICES, LLC	(2,689.85)
23637	FERGUSON ENTERPRISES, INC. WATERWORKS	(851.40)
23639	HUGHES CORPORATE PRINTING LLC	(599.52)
23636	CITY OF BARTOW - SEWER IMPACT	(556.74)
23643	RAQUEL RUIZ - REF	(77.42)
23642	PAMELA OR MICHAEL FOSTER - REF	(75.16)
23638	G W OR SHIRLEY K LOSEY - REF	(67.94)
23640	LK&T CONSTRUCTION LLC - REF	(48.92)
23647	Tampa Electric Company	(27.17)
23645	SOUTHERN HOMES OF POLK COUNTY- REF	(26.63)
23646	STANLEY MARTIN HOMES - REF	(24.41)
JE #20		(278.75)

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(36,212.83)

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General Journal	08/31/2022	434.83
General Journal	09/30/2022	369.06
General Journal	10/31/2022	788.11
Deposit	11/08/2022	64.20

CITY OF EAGLE LAKE - UTILITY FUND  
ACCOUNT BALANCE

General Journal	11/30/2022	759.76
Deposit	12/29/2022	290.00
General Journal	12/29/2022	4,105.52
General Journal	12/30/2022	2,489.71
General Journal	12/31/2022	278.75
General Journal	12/31/2022	675.12
TOTAL OUTSTANDING DEPOSITS:		<u>10,255.06</u>
REMAINING ACCOUNT BALANCE:		<u><u>3,278,607.90</u></u>

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

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
324.210 · Impact Fees-Water-residential	891,000.00			
324.211 · Impact Fees-Sewer-residential	874,500.00			
<b>343.000 · Charges for Services</b>				
343.300 · Water Charges / User Fee	183,977.48	670,000.00	-486,022.52	27.5%
343.310 · Water Taps	49,000.00	3,000.00	46,000.00	1,633.3%
343.311 · New Water Meters	186,595.00	5,000.00	181,595.00	3,731.9%
343.312 · Water Reconnect Fee	0.00	8,000.00	-8,000.00	0.0%
343.330 · Service Charge - 1/2	10,200.00	16,000.00	-5,800.00	63.8%
343.360 · Customer Billing Fee - 1/3	17,214.00	55,000.00	-37,786.00	31.3%
<b>343.400 · Garbage Collection</b>				
343.410 · GARBAGE TOTE SALES	256.80			
343.400 · Garbage Collection - Other	161,140.54	535,000.00	-373,859.46	30.1%
<b>Total 343.400 · Garbage Collection</b>	<b>161,397.34</b>	<b>535,000.00</b>	<b>-373,602.66</b>	<b>30.2%</b>
343.500 · Sewer Charges / User Fee	260,111.96	800,000.00	-539,888.04	32.5%
343.510 · Tap Fees - Sewer	79,600.00	3,000.00	76,600.00	2,653.3%
343.520 · Polk County Utility Tax-CITY SH	53.39	100.00	-46.61	53.4%
343.900 · Stormwater Fees	17,708.00	65,000.00	-47,292.00	27.2%
349.000 · Late Fees - 1/2	11,650.00	30,000.00	-18,350.00	38.8%
<b>Total 343.000 · Charges for Services</b>	<b>977,507.17</b>	<b>2,190,100.00</b>	<b>-1,212,592.83</b>	<b>44.6%</b>
361.000 · Interest Income	1,347.33	4,500.00	-3,152.67	29.9%
369.901 · Miscellaneous Income - 1/2	2,167.26	2,000.00	167.26	108.4%
<b>369.992 · AMERICAN RESCUE PLAN GRANT</b>	<b>0.00</b>	<b>727,239.00</b>	<b>-727,239.00</b>	<b>0.0%</b>
<b>Total Income</b>	<b>2,746,521.76</b>	<b>2,923,839.00</b>	<b>-177,317.24</b>	<b>93.9%</b>
<b>Gross Profit</b>	<b>2,746,521.76</b>	<b>2,923,839.00</b>	<b>-177,317.24</b>	<b>93.9%</b>
<b>Expense</b>				
<b>533.000 · Water</b>				
533.100 · Employee Benefits	14,512.42	66,000.00	-51,487.58	22.0%
<b>533.120 · Salaries and Wages</b>	<b>35,141.84</b>	<b>131,249.00</b>	<b>-96,107.16</b>	<b>26.8%</b>
533.125 · On Call Pay	2,864.44	9,500.00	-6,635.56	30.2%
533.140 · Overtime	716.39	3,500.00	-2,783.61	20.5%
<b>533.300 · Operating Expenses</b>				
533.240 · Insurance	522.54	3,000.00	-2,477.46	17.4%
533.310 · Engineering Services	501.52	10,000.00	-9,498.48	5.0%
533.311 · Legal Services	0.00	6,000.00	-6,000.00	0.0%
533.320 · Accounting & Auditing - WD	0.00	6,500.00	-6,500.00	0.0%
533.340 · Contractual Services	1,323.06	8,000.00	-6,676.94	16.5%
533.400 · Petroleum Products	3,632.50	10,000.00	-6,367.50	36.3%
533.410 · Communications Services	862.77	7,000.00	-6,137.23	12.3%
533.420 · Postage Supplies & Billing 1/3	2,593.90	10,000.00	-7,406.10	25.9%
533.430 · Utilities	1,719.97	57,000.00	-55,280.03	3.0%
533.450 · Insurance Auto & Equipment	0.00	15,000.00	-15,000.00	0.0%
533.460 · Repairs & Maint Svc (Equip/Veh)	6,743.14	25,000.00	-18,256.86	27.0%
533.480 · ADVERTISING	0.00	2,500.00	-2,500.00	0.0%
533.490 · Other Expenditures	901.99	2,000.00	-1,098.01	45.1%
533.521 · Supplies & Materials (Tools)	1,692.43	10,000.00	-8,307.57	16.9%
533.522 · Uniforms	382.40	1,000.00	-617.60	38.2%
533.540 · Education and Training	0.00	250.00	-250.00	0.0%
533.541 · Travel, Meetings, & Dues	0.00	600.00	-600.00	0.0%
533.555 · Chemicals	3,562.60	14,500.00	-10,937.40	24.6%
533.560 · POLK REGIONAL WATER COOPERATI...	30,639.11	3,000.00	27,639.11	1,021.3%
533.581 · Transfer to General Fund/Adm	10,625.01	60,900.00	-50,274.99	17.4%
533.602 · Repairs & Maint Svc (Plants)	51,446.89	40,000.00	11,446.89	128.6%
533.996 · Debt Service Rus Water	11,287.02	31,510.00	-20,222.98	35.8%
533.998 · Reserve/Contingency	0.00	152,493.00	-152,493.00	0.0%
<b>Total 533.300 · Operating Expenses</b>	<b>128,436.85</b>	<b>476,253.00</b>	<b>-347,816.15</b>	<b>27.0%</b>

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

	Oct - Dec 22	Budget	\$ Over Budget	% of Budget
533.600 · Capital Outlay - WD	0.00	40,000.00	-40,000.00	0.0%
533.900 · Bad Debt Expense - WD	3,336.81			
Total 533.000 · Water	185,008.75	726,502.00	-541,493.25	25.5%
533.999 · AMERICAN RESCUE PLAN EXPENSE WD	73,409.18	780,000.00	-706,590.82	9.4%
534.000 · Solid Waste				
534.300 · Operating Expenses				
534.340 · Contract for Solid Waste	80,478.39	342,000.00	-261,521.61	23.5%
534.913 · Due to Gen Fund Admin S Waste	5,301.00	21,204.00	-15,903.00	25.0%
Total 534.300 · Operating Expenses	85,779.39	363,204.00	-277,424.61	23.6%
Total 534.000 · Solid Waste	85,779.39	363,204.00	-277,424.61	23.6%
535.000 · Sewer/Waste Water Services				
535.100 · Employee Benefits	22,358.26	70,000.00	-47,641.74	31.9%
535.120 · Salaries and Wages	47,023.74	172,419.00	-125,395.26	27.3%
535.125 · On Call Pay	3,065.06	9,500.00	-6,434.94	32.3%
535.140 · Overtime	3,316.81	4,500.00	-1,183.19	73.7%
535.300 · Operating Expenses				
535.240 · Insurance	274.40	3,000.00	-2,725.60	9.1%
535.310 · Engineering	4,943.23	15,000.00	-10,056.77	33.0%
535.311 · Legal Services	0.00	600.00	-600.00	0.0%
535.312 · NPDES Charges	124.00	1,000.00	-876.00	12.4%
535.320 · Accounting & Auditing - SW	0.00	11,000.00	-11,000.00	0.0%
535.340 · Contractual Services	1,354.28	8,500.00	-7,145.72	15.9%
535.400 · Petroleum Products	3,761.62	10,000.00	-6,238.38	37.6%
535.410 · Communications Services	1,380.67	4,500.00	-3,119.33	30.7%
535.420 · Postage Supplies & Billing 1/3	2,581.27	9,500.00	-6,918.73	27.2%
535.430 · Utilities	13,186.63	30,000.00	-16,813.37	44.0%
535.431 · Wastewater Treatment - SW	64,094.66	160,000.00	-95,905.34	40.1%
535.450 · Insurance Auto & Equip	0.00	29,500.00	-29,500.00	0.0%
535.460 · Repairs & Maint Svc (Equip/Veh)	926.06	5,000.00	-4,073.94	18.5%
535.490 · Other Expenditures	395.17	500.00	-104.83	79.0%
535.521 · Supplies & Materials (Tools)	0.00	2,000.00	-2,000.00	0.0%
535.522 · Uniforms	476.16	1,000.00	-523.84	47.6%
535.541 · Travel, Meetings & Dues	0.00	1,500.00	-1,500.00	0.0%
535.581 · Transfer Out - Other Funds	10,625.01	60,900.00	-50,274.99	17.4%
535.602 · Repairs & Maint-Syst (Lift Sta)	3,287.63	15,000.00	-11,712.37	21.9%
535.994 · Debt Service SRF 201 Planning	0.00	115,000.00	-115,000.00	0.0%
535.995 · Lift Station Debt Svc-Bond Pmt	17,085.63	21,721.00	-4,635.37	78.7%
535.998 · Reserve / Contingency	0.00	152,493.00	-152,493.00	0.0%
Total 535.300 · Operating Expenses	124,496.42	657,714.00	-533,217.58	18.9%
Total 535.000 · Sewer/Waste Water Services	200,260.29	914,133.00	-713,872.71	21.9%
535.600 · Capital Outlay	10,590.00	50,000.00	-39,410.00	21.2%
535.999 · AMERICAN RESCUE PLAN EXPENSE SD	73,409.17			
538.000 · Stormwater				
538.910 · Stormwater Expenses - Operating	1,735.00	40,000.00	-38,265.00	4.3%
Total 538.000 · Stormwater	1,735.00	40,000.00	-38,265.00	4.3%
538.581 · Trnsfer of Stormwater Fees	0.00	50,000.00	-50,000.00	0.0%
Total Expense	630,191.78	2,923,839.00	-2,293,647.22	21.6%
Net Ordinary Income	2,116,329.98	0.00	2,116,329.98	100.0%
Net Income	2,116,329.98	0.00	2,116,329.98	100.0%

## City of Eagle Lake-Utility Fund

## Balance Sheet

As of December 31, 2022

	Dec 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101.108 · UNRESTRICTED CASH - ALL	
101.109 · CS- UTILITY FUND	3,278,607.90
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>4,105,725.06</b>
102.216 · PETTY CASH-DRAWER SET UP	50.00
150.001 · RESTRICTED CASH - ALL	
101.104 · CS STORMWATER UTILITY FUND	346,356.25
101.110 · CS- DEPOSIT FUND	313,602.87
101.111 · CS - WATER IMPACT FUND	10,468.55
101.112 · CS- SEWER IMPACT FUND	9,255.54
101.121 · CS- WATER IMPACT SAVINGS	3,095,731.69
101.122 · CS- SEWER IMPACT SAVINGS	2,652,869.91
151.113 · CS- RUS FUND	40,628.14
151.116 · CS- LIFT STATION FUND	17,511.18
151.999 · RESTRICTED CASH RECLASSIFICATIO	-826,917.16
<b>Total 150.001 · RESTRICTED CASH - ALL</b>	<b>5,659,506.97</b>
<b>Total Checking/Savings</b>	<b>9,765,282.03</b>
<b>Accounts Receivable</b>	
1200 · *Accounts Receivable	8,608.63
<b>Total Accounts Receivable</b>	<b>8,608.63</b>
<b>Other Current Assets</b>	
110.000 · Accounts Receivable, Net	
115.100 · Accounts Receivable	145,145.84
116.100 · Unbilled Accounts Receivable	54,953.48
116.110 · Utility Returned Checks Rec.	27,579.52
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>216,565.03</b>
131.000 · Due From Other Funds	
131.250 · Due to/from General Fund	314,196.04
131.350 · Due From/To Gen.Fund - Other	7,509.44
207.100 · Due to General Fund-Payroll	-36,303.39
207.200 · Due to General Fund-Sani/Storm	15,772.00
<b>Total 131.000 · Due From Other Funds</b>	<b>301,174.09</b>
141.100 · Inventory of Supplies	10,749.32
1499 · Undeposited Funds	1,591.66
<b>Total Other Current Assets</b>	<b>530,080.10</b>
<b>Total Current Assets</b>	<b>10,303,970.76</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 December 31, 2022

	Dec 31, 22
Total 160.900 · Fixed Assets, Net	5,026,702.88
Total Fixed Assets	5,026,702.88
<b>TOTAL ASSETS</b>	<b>15,330,673.64</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	123,304.15
Total Accounts Payable	123,304.15
Other Current Liabilities	
202.500 · Polk County Utility Tax	12,360.12
202.501 · Bartow Sewer Impact Fee Payable	75,717.18
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	304,944.59
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	1,210,754.04
Total Current Liabilities	1,334,058.19
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	2,421,238.56
Equity	
281.500 · Retained Earnings	10,793,105.10
Net Income	2,116,329.98
Total Equity	12,909,435.08
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>15,330,673.64</b>

## CITY OF EAGLE LAKE - CRA

## ACCOUNT BALANCE

DEC 2022

<b>ACCOUNT BALANCE AS OF NOV 30, 2022</b>	222,756.13
DEPOSITS	50,927.60
CLEARED CHECKS	(2,170.34)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00

<b>ACCOUNT BALANCE AS OF DEC 31, 2022</b>	<b>271,513.39</b>
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**OUTSTANDING CHECKS:**

<b>TOTAL OUTSTANDING CHECKS</b>	<b>0.00</b>
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<b>REMAINING ACCOUNT BALANCE</b>	<b>271,513.39</b>
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10:46 AM

01/19/23

Accrual Basis

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

	<u>Oct - Dec 22</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.	0.00	20,000.00	-20,000.00	0.0%
311.101 · Polk Cty.-tax increment EL...	50,917.78	45,000.00	5,917.78	113.2%
<b>Total 310.000 · Taxes-Other</b>	50,917.78	65,000.00	-14,082.22	78.3%
<b>361.100 · Interest Income</b>	20.96	400.00	-379.04	5.2%
<b>Total Income</b>	50,938.74	65,400.00	-14,461.26	77.9%
<b>Gross Profit</b>	50,938.74	65,400.00	-14,461.26	77.9%
<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	586.61	2,000.00	-1,413.39	29.3%
510.460 · Repair & Maint Service	175.00	1,000.00	-825.00	17.5%
510.470 · Printing and Binding-CRA	0.00	500.00	-500.00	0.0%
510.480 · Advertising	0.00	500.00	-500.00	0.0%
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	29,196.00	-29,196.00	0.0%
<b>Total 510.000 · Operating Expenses</b>	866.61	42,396.00	-41,529.39	2.0%
510.320 · Accounting & Auditing	0.00	3,000.00	-3,000.00	0.0%
510.581 · Transfer Out - Other Funds	5,001.00	20,004.00	-15,003.00	25.0%
<b>Total Expense</b>	5,867.61	65,400.00	-59,532.39	9.0%
<b>Net Income</b>	<b>45,071.13</b>	<b>0.00</b>	<b>45,071.13</b>	<b>100.0%</b>



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

	<u>Dec 31, 22</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
101.408 · PB- CRA COMMUNITY REDEVELOPMENT	271,513.39
Total Checking/Savings	271,513.39
Other Current Assets	
131.382 · DUE TO GENERAL FUND-ADMIN FEES	-11,934.94
Total Other Current Assets	-11,934.94
Total Current Assets	259,578.45
<b>TOTAL ASSETS</b>	<b><u>259,578.45</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
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
Equity	
1110 · Retained Earnings	198,507.32
Net Income	45,071.13
Total Equity	243,578.45
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>259,578.45</u></b>

	<u>Make</u>	<u>Model</u>	<u>Serial</u>	<u>Total</u>
1	Ford	555D	A438213	1
2	Caterpillar	Model - N/A (Generator)	66023988	1
3	Gravely	Model - N/A (Mower)	70301	1
4	Gravely	Model - N/A (Mower)	70302	1
5	John Deere	5320	LV3205232280	1
			Total Items set for Destruction:	5

## Bad Debt List: November 2, 2022 - December 30, 2022

<u>Account</u>	<u>Status</u>	<u>Name</u>	<u>Location</u>	<u>Total Due</u>
4464	Inactive	SMITH, CRISTIE	665 E BROOKINS	52.86
5705	Inactive	MARCANO, KEYLA	2270 CLOVER RIDGE CT	46.9
5938	Inactive	WESTBERRY, STEPHANIE	324 KENNEDY ST	347.23
6099	Inactive	SAUVEUL, KATERICA	87-2 S BINGHAM ST	144.64
6161	Inactive	WRIGHT, CHRISTOPHER	738 S TERRACE DR	276.18
6268	Inactive	LAFFIN, MACKENZIE	2134 CABERNET CT	46.27
6424	Inactive	GARCIA, EVA	406 RICHBURG RD	145.73
6509	Inactive	BURNETT, RASHAD	909 FIRST DR	279.82
				<b>Total: 1,339.63</b>

## **CITY OF EAGLE LAKE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between LORI EDWARDS, SUPERVISOR OF ELECTIONS OF POLK COUNTY, FLORIDA, a constitutional officer of the State of Florida, (hereafter "Elections Supervisor"), and the CITY OF EAGLE LAKE, FLORIDA, a Florida municipal corporation, (hereafter "City").

### **ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide for the administration of the City's Election to be held on the 4<sup>th</sup> day of April, 2023, for the purpose of electing two (2) City Commission Members. The parties have determined it to be in their best interest and that of the public that the duties and responsibilities of each party concerning this election are agreed upon and set forth in a formal agreement.

### **ARTICLE II. DATE OF ELECTION**

The Election shall be held and conducted on Tuesday, April 4, 2023.

### **ARTICLE III. ELECTIONS SUPERVISOR'S RESPONSIBILITIES**

1. The Elections Supervisor shall prepare a file for ballot printing and audio ballots, based on information received from the City Clerk, and the Elections Supervisor shall arrange for the printing, preparation, receipt and testing of the ballots to be used in the City's election.
2. The Elections Supervisor shall provide the City Clerk with a list of election workers who may be available for hire.
3. The Elections Supervisor shall schedule the training and arrange the placement of election workers and alternates for each polling location.
4. The Elections Supervisor shall train election workers in accordance with Section 102.014, Florida Statutes.
5. The Elections Supervisor shall prepare poll lists, electronic poll books, automatic tabulating equipment and other polling place supplies and issue them to the precinct clerk.
6. The Elections Supervisor shall prepare audio ballots to accommodate voters with disabilities.
7. The Elections Supervisor shall prepare and cause to be timely published the notice required by Section 101.5612(2), Florida Statutes, of the time and place of the test of the automatic tabulating equipment used by the Elections Supervisor to ascertain that the equipment will correctly count the votes cast in the election.
8. The Elections Supervisor shall conduct the testing of the automatic tabulating equipment as required by Section 101.5612(1), Florida Statutes, at the Election Operations Center in Winter Haven, in the presence of the City Canvassing Board, candidate(s) and other parties.



## **CITY OF EAGLE LAKE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT**

9. The Elections Supervisor shall mail and receive mail ballots for the City's election.
10. The Elections Supervisor shall notify voters with information regarding the opportunity to "cure" their vote-by-mail envelopes or provisional ballots, as determined by the City.
11. The Elections Supervisor shall tally mail ballots as directed by the Canvassing Board and supply the Canvassing Board with results, as well as any ballots rejected by the tabulation unit.
12. The Elections Supervisor shall provide walk-in voting at Election Headquarters, 250 S. Broadway Ave., Bartow, Florida and the Election Operations Center, 70 Florida Citrus Blvd., Winter Haven, Florida beginning Monday, March 20, 2023 and ending Monday, April 3, 2023. Hours of operation will be from 8:30 AM to 4:30 PM weekdays.
13. The Elections Supervisor shall provide staff support (on site or by phone) to assist election workers at the polling locations on Election Day.
14. The Elections Supervisor shall provide staff assistance to support the City Canvass Board meeting on Tuesday, April 4, 2023, at the Election Operations Center in Winter Haven.
15. The Elections Supervisor shall provide a cellular phone to the precinct clerk.
16. The Elections Supervisor shall not charge the City for any services, staff time, equipment rental or supply usage.

### **ARTICLE IV. CITY RESPONSIBILITIES**

1. The City Clerk is responsible for the conduct of this election and shall act as the sole qualifying official. Upon completion of qualifying of the candidates, the City Clerk will, no later than 5:00 PM on Friday, February 10, 2023, provide to the Elections Supervisor the list of qualified candidates for the City offices to be voted upon in the election, as well as official title and language for referendums (if applicable) and the official election title. Title and full text of referendums must also be supplied in Spanish.
2. Within 24 hours of receipt, the City shall review, sign and return the ballot proof sheet, signifying correctness, before printing will commence.
3. The City shall determine how many ballots will be ordered and will provide payment for printing costs directly to the ballot printer.
4. The City shall provide pronunciation guidelines of the qualified candidates to be used with the audio ballot for the visually impaired.
5. The City shall publish a Sample Ballot in a newspaper of general circulation and mail a Sample Ballot to all registered voters or households containing a registered voter.
6. The City shall mail a notice of change of polling place to each registered voter or household containing a registered voter as required by Section 101.71, Florida Statutes.



## **CITY OF EAGLE LAKE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT**

7. The City shall reimburse the Elections Supervisor for the cost of postage, envelopes, secrecy sleeves and inserts for the City election vote-by-mail ballots at a rate of \$2.10 for each ballot mailed and \$0.63 for each ballot returned.
8. The City Clerk or Canvassing Board shall be responsible for reviewing all returned mail ballot envelopes and verifying voters' signatures. The City Clerk or Canvassing Board shall determine which mail ballot envelopes have not been signed, and which have signatures that may not match, requiring a cure opportunity letter to be sent to said voters.
9. The City shall cause to be timely published all public notices required by Florida Statutes, with the exception of the Notice of Testing of Automatic Tabulating Equipment.
10. The City shall notify candidates of the time and place of Logic and Accuracy testing as per Florida Statutes 101.5612(2).
11. The City shall arrange for the use of polling location(s) on Election Day and is responsible for site agreements, if necessary.
12. The City shall inform the Elections Supervisor of polling locations no later than Tuesday, January 31, 2023.
13. The City shall deliver to the Elections Supervisor, no later than 5:00 PM on Friday, February 10, 2023, a final list of addresses that are included inside the city limits, which have been certified as correct by the City Clerk or governing board of the City.
14. The City shall have all election workers and alternates hired for the City's election no later than Wednesday, March 15, 2023 in accordance with Section 102.012, Florida Statutes.
15. The City shall be responsible for collecting employee paperwork and creating copies of all necessary documentation with regard to election workers' employment.
16. The City shall compensate election workers for training and working on Election Day, based on a rate agreed between the City and the election workers.
17. The City shall pick up voting booths and other large supply items from the Election Operations Center; 70 Florida Citrus Blvd. Winter Haven, on Monday, April 3, 2023, and return them on Wednesday, April 5, 2023. The City shall assume financial responsibility for the repair or replacement of any voting booths, voting equipment or other electronics lost or damaged either in transit or while in the City's custody.
18. The City Charter shall designate the Canvassing Board for the City's election, which shall convene in publicly noticed meetings open to the public in accordance with Section 286.011, Florida Statutes and Section 102.141 (2), Florida Statutes.
19. The City Canvassing Board shall meet on Tuesday, April 4, 2023, at the Election Operations Center, 70 Florida Citrus Blvd. Winter Haven to canvass mail ballot envelopes and precinct returns. The Canvassing Board will remain until unofficial results are documented.



## CITY OF EAGLE LAKE MUNICIPAL ELECTION ADMINISTRATION AGREEMENT

20. The City Canvassing Board shall meet on April 6, 2023 at Eagle Lake City Hall to canvass the results of the Election, executing or causing the execution of the Certification of the Election.
21. Following Certification of the Election, the City will conduct a manual audit of the voting system as specified in Section 101.591, Florida Statutes.

### ARTICLE V.

1. In accordance with Florida Statutes, in its capacity as the Canvassing Board for the City's election, the governing body of the City shall receive and dispose of any protest, challenge or contest and shall be responsible for any responses to any legal actions brought before a court or administrative agency of any level of government challenging the results of the election and defend the results of the election.
2. The City shall hold harmless and defend the Elections Supervisor against all claims upon the City's or its employees' negligent, unconstitutional, or criminal conduct or conduct of the City or its employees that violate elections laws that may be brought or filed against the Elections Supervisor's participation or assistance with the City's election.
3. Any duty or responsibility of the Elections Supervisor as provided for in this Agreement, or as may be required by the Florida Election Code may, to the extent not prohibited by this Agreement or Florida Law, be carried out by any duly authorized employee, agent, or designee of the Elections Supervisor.

WHEREFORE, the parties hereto have agreed and set their hands as of the date set forth above.

APPROVED:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

DATED: \_\_\_\_\_

WITNESSED:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

DATED: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
LORI EDWARDS

SUPERVISOR OF ELECTIONS  
POLK COUNTY, FLORIDA

DATED: \_\_\_\_\_

WITNESSED:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

DATED: \_\_\_\_\_

Certificate	Last_Name	First_Name	Worker_Alias	Party	Precinct	BirthDate	Mailing_Address	Mailing_City_State	Mailing_Zip_Country	Languages	Assign1	WorkPrc1	WorkPosn1	Assign2	WorkPrc2	WorkPosn2	Assign3	WorkPrc3	WorkPosn3
113575515	Brookins	Kaytrina		DEM	338	3/4/1976	1120 Spruce Rd	Eagle Lake FL	33839		(199) 2022 Primary		310 Asst Clerk	(200) 2022 General		310 Asst Clerk			
113500237	Thornhill	William	Bill	REP	334.1	1/17/1939	183 N 3rd St	Eagle Lake FL	33839		(199) 2022 Primary		333 Asst Clerk	(200) 2022 General		333 Asst Clerk			
119462579	Nowling	Leyla		REP	518	2/9/1975	2079 Lake Buffum Rd W	Fort Meade FL	33841		(199) 2022 Primary		338 Asst Clerk	(200) 2022 General		338 Asst Clerk			
113562479	Bowden	Rhonda		REP	219	6/1/1965	2415 Exchange Ave	Lakeland FL	33801		(198) 2022 April		507 Deputy	(199) 2022 Primary		338 Precinct Clerk	(200) 2022 General	338	Precinct Clerk
119249951	Willcut	Homer		REP	338.1	10/28/1948	1402 E Eagle Ave	Eagle Lake FL	33839		(200) 2022 General		518 EVID Inspector						
125483785	Stevens	Leroy		DEM	327	8/29/1957	810 Cinnamon Dr E	Winter Haven FL	33880	Spanish	(195) 2021 April		507 Deputy	(199) 2022 Primary		327 Deputy	(200) 2022 General		327 Deputy
113406221	Kuehne	Lisa		REP	327	5/5/1966	113 7th Jpv St	Winter Haven FL	33880		(199) 2022 Primary		253 Asst Clerk	(200) 2022 General		249 Deputy			
113725002	Mehle	Barry		REP	333	7/8/1935	618 Shaman Ct	Winter Haven FL	33880		(199) 2022 Primary		321 Deputy	(200) 2022 General		321 Deputy			
122230379	Kirila	Michael	Mike	REP	333	3/25/1946	4077 Rolling Oaks Dr	Winter Haven FL	33880		(199) 2022 Primary		325 EVID Inspector	(200) 2022 General		325 EVID Inspector			
113464273	Rounds	David	Dave	DEM	333	7/3/1955	16 Crystal Waters Dr	Winter Haven FL	33880-0000		(199) 2022 Primary		331 Voting Equip Op	(200) 2022 General		327 EVID Inspector			
113848643	Kelly-Kaiser	Carol		REP	333	8/26/1946	5228 Crepe Myrtle Ln	Winter Haven FL	33880		(199) 2022 Primary		514 EVID Inspector	(200) 2022 General		514 EVID Inspector			
113494340	Hopkins	Carol		REP	327	1/14/1958	23 Tera Ln	Winter Haven FL	33880-1710		(199) 2022 Primary		309 Precinct Clerk	(200) 2022 General		309 Precinct Clerk			
113596343	Wright	Aisha		DEM	333	5/25/1977	5132 Magnolia Preserve Blvd	Winter Haven FL	33880		(199) 2022 Primary		310 Precinct Clerk	(200) 2022 General		310 Precinct Clerk			
113840155	Hawley	John	Frank	REP	333	1/27/1957	2013 Misty Morning Dr	Winter Haven FL	33880		(199) 2022 Primary		333 Precinct Clerk	(200) 2022 General		333 Precinct Clerk			
103163814	Peters	Sherry		DEM	327	8/11/1964	108 Lake Sears Dr	Winter Haven FL	33880		(200) 2022 General		505 Deputy						
119933911	Saintil	Ketsia		NPA	333	6/2/1973	824 Sun Ridge Village Dr	Winter Haven FL	33880		(200) 2022 General		333 EVID Inspector						
103163575	Peters	William		DEM	327	3/7/1963	108 Lake Sears Dr	Winter Haven FL	33880		(200) 2022 General		325 Voting Equip Op						