

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, MARCH 7, 2022
7:00 P.M.
TO BE HELD IN THE COMMISSION CHAMBERS
LOCATED AT 675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. ROLL CALL

V. AUDIENCE

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

- A. Staff Reports
- B. City Manager Report

VII. PUBLIC HEARINGS

- A. Consideration of the second reading of **Ordinance No.: O-22-02**, An Ordinance Amending the City of Eagle Lake Comprehensive Plan to Revise and Update the Plan to Address Changes in Florida Statutes, to Update Dates for Completion of Specific Requirements, to Clean up Duplicate Sections, to Update Maps to Reflect City Limit Expansions, and to Remove the Administrative and Technical Support Sections from the Document; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date. effective upon second reading
- B. Consideration of the first reading of **Ordinance No.: O-22-04**, An Ordinance of the City of Eagle Lake, Florida, Relating to Conservation; Creating Section 5-4 of the Code of Ordinances of the City of Eagle Lake to be Entitled "Water Conservation for Efficient Indoor Plumbing Requirements, Landscaping Design and Installation Standards, and Irrigation System Design and Installation Standards"; Providing Procedures and Standards for the Use of Water Efficient Plumbing in New Construction, and the Design and Installation of New Irrigation Systems; Providing Standards for Irrigation System Maintenance; Providing for Exemptions, Alternative Compliance and Enforcement; Providing for Codification; Providing for Conflicts; Providing for Severability and Providing an Effective Date.
- C. Consideration of the second reading of **Ordinance No.: O-22-05**, 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 19.96 acres in size, lying West of N. Eagle Drive and East of Eagle Lake, with a Street Address of 0 Eagle Drive and 555 Eagle Drive, Eagle Lake, Florida 33839) Donley Property
- D. Consideration of the second reading of **Ordinance No.: O-22-07**, An Ordinance of the City Commission of Eagle Lake, Florida, Consenting to the Inclusion of the Entire Territory Within the Municipal Boundaries of the City into a Polk County Municipal Service Benefit Unit; providing for Intent, Purpose and Effect; Providing for the Repeal of Laws in Conflict; Providing for Severability; and Providing an Effective Date.

- E. Consideration of the second reading of **Ordinance No.: O-22-08**, An Ordinance of the City of Eagle Lake, Florida Establishing the Eagle Hammock Community Development District Pursuant to Chapter 190, Florida Statutes (2021); Providing a Title; Providing Findings; Creating and Naming the District; Describing the External boundaries of the District; Designating Five Persons to Serve as the initial Members of the District's Board of Supervisors; Providing a Severability Clause; and Providing an Effective Date.

VIII. OLD BUSINESS

IX. NEW BUSINESS

- A. Consideration of **Resolution No. R-22-04**, A Resolution by the City of Eagle Lake recognizing the 50th Anniversary of the Florida Association of City Clerks (FACC) and Honoring this Achievement.
- B. Consideration of Amended and Restated Implementation Agreement Southwest Wellfield Project (Polk Regional Water Co-Operative)

X. CONSENT AGENDA

- A. Approval of the Regular City Commission Minutes -----02/07/2022
- B. Approve Financials
- C. Approval of Bad Debt List in the amount of -----\$1540.44
- D. Approval of Agreement Between Polk County, Florida and the City of Eagle Lake, Florida, Regarding Polk County Providing Building Official Services, Building Plans Review Services and Building Inspection Services

XI. AUDIENCE

XII. CITY ATTORNEY

XIII. CITY COMMISSION

XIV. ADJOURNMENT

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

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

POSTED AT CITY HALL AND THE EAGLE LAKE POST OFFICE ON TUESDAY, MARCH 1, 2022
BY CITY CLERK DAWN WRIGHT, MMC, FCRM, PHRP

Commission Report

01/24/2022 - 02/25/2022

Case #	Case Date	Name	Violation Address	Status	Follow up date	Violation(s)	Compliance Date	Case Disposition
220026	2/23/2022	Chad L Goff	520 Jackson St N	Open	3/28/2022	Dangerous, Unsafe, Uninhabitable Structure		
220025	2/10/2022	TERRELL LYNN ROSE	87 S 5TH ST	Open	2/28/2022	Bldg Permit Required (Signage)		
220024	2/10/2022	MARY E PATE	236 N 2ND ST	Closed	2/16/2022	Bldg. Permit Required	2/16/2022	Compliance by Contractor
220023	2/10/2022	Robert Graham Trust	160 N 4th St	Open	3/12/2022	Dangerous Structure on Premises		
220022	2/1/2022	Gwendolyn Faye Taylor	691 E BROOKINS AVE	Closed	2/16/2022	BTR Required	2/2/2022	Compliance by Business Owner
220021	2/1/2022	ROBERT R GATLIN	705 E MCLEOD AVE	Closed	2/16/2022	BTR Required	2/2/2022	Unfounded/Invalid - Outside City Limits
220020	2/1/2022	ROBERT R GATLIN	705 E MCLEOD AVE	Closed	2/16/2022	BTR Required	2/2/2022	Unfounded/Invalid - Business Outside City Limits
220019	2/1/2022	CRAIG WITT	730 COUNTRY WALK CV	Closed	2/16/2022	BTR Required	2/4/2022	Compliance by Business Owner
220018	2/1/2022	Jimmy L Wilson & Suzy Wilson	520 E Lake Ave	Closed	2/16/2022	BTR Required	2/2/2022	Compliance by Business Owner
220017	2/1/2022	MICHAEL JON BRUNS	200 TERRACE DR	Closed	2/16/2022	BTR Required	2/4/2022	Compliance by Business Owner
220016	2/1/2022	Demond L Cook & Vshara Nianca Cook	228 Grove Branch Rd	Closed	2/16/2022	BTR Required	2/11/2022	Compliance by Business Owner
220015	2/1/2022	Michael W Clock	430 N 5th St	Closed	2/16/2022	BTR Required	2/2/2022	Compliance by Business Owner
220014	2/1/2022	JOHNNY & Diane STARLING	143 N 5TH ST	Closed	2/16/2022	BTR Required	2/10/2022	Compliance by Business Owner
220013	2/1/2022	WENDALL K SLOVER & Debra P Slover	700 Spruce Rd	Closed	2/16/2022	BTR Required	2/16/2022	Compliance by Business Owner
220012	2/1/2022	SALIMA RAHMAN	102 5th St S	Closed	2/16/2022	BTR Required	2/16/2022	Compliance by Business Owner
220011	2/1/2022	Suzy Wilson	2805th St N	Closed	2/16/2022	BTR Required	2/2/2022	Compliance by Business Owner
220010	2/1/2022	Jimmie L & Suzy Wilson	300 N 5th St	Closed	2/16/2022	BTR Required	2/2/2022	Compliance by Business Owner
220009	2/1/2022	Arthur M Hays	155 5th St N	Closed	2/16/2022	BTR Required	2/2/2022	Compliance by Business Owner
220008	2/1/2022	Virzi Properties Inc (06/2017)	223 5th St N	Closed	2/16/2022	BTR Required	2/11/2022	Compliance by Business Owner
220007	2/1/2022	Virzi Properties Inc	217 N 5th St	Closed	2/16/2022	BTR Required	2/11/2022	Compliance by Business Owner

Total Records: 20

2/25/2022

Page: 1 of 1

FROM THE DESK OF THE CITY MANAGER

Memo To: Mayor and Commissioners

Date: March 7, 2022

Ref: Monthly Report

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Building Code Official – The County began inspections on Monday, February 21st and the County Commission is scheduled to consider the agreement with the City at their meeting on March 1st.

FCCMA District VIII Director – I have been selected as the FCCMA District VIII Director for the 2022 – 2024 term. I will be installed at the June 3rd Annual Business Meeting.

Future Water Demand Estimate – Based on our current customer base, approved developments, additional lands to be annexed, and future development activity this is what we believe will be the worst-case scenario for growth in Eagle Lake thru 2050. Assuming that SWFWMD doesn't further reduce your current allocation, we are looking at needing to find another 1,562,000 gpd of supply.

Mistletoe Marketplace Volunteer – Penny Green has volunteered to head up bringing back Mistletoe Marketplace and has experience with getting volunteers to help out.

Postal Delivery Area – I have spoken with Congressman DeSoto's office about the changes to our postal delivery area and they indicated that they will look into it for us.

SRF Funding – Good news. Eagle Lake was placed on the priority list for 50% principal forgiveness (grant) for design for the Green Acres Water Plant. We are looking at a \$286,586 project cost with a loan forgiveness of \$143,293.

Water Co-op – We have revised our agreements with the Water Coop to remove the city from the West Polk Wellfield project and retain us as associate members for the Southeast Wellfield. This means that we will not incur any further charges unless we decide to opt in to the project. We continue to work with the City of Winter Haven on an interconnect to hopefully wheel water through their service lines.

ORDINANCE NO.: O-22-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA RELATING TO CONSERVATION; CREATING SECTION 5-4 OF THE CODE OF ORDINANCES OF THE CITY OF EAGLE LAKE, TO BE ENTITLED “WATER CONSERVATION FOR EFFICIENT INDOOR PLUMBING REQUIREMENTS, LANDSCAPE DESIGN AND INSTALLATION STANDARDS, AND IRRIGATION SYSTEM DESIGN AND INSTALLATION STANDARDS”; PROVIDING PROCEDURES AND STANDARDS FOR THE USE OF WATER EFFICIENT PLUMBING IN NEW CONSTRUCTION, AND THE DESIGN AND INSTALLATION OF NEW IRRIGATION SYSTEMS; PROVIDING STANDARDS FOR IRRIGATION SYSTEM MAINTENANCE; PROVIDING FOR EXEMPTIONS, ALTERNATIVE COMPLIANCE AND ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Florida Legislature has found that “landscape irrigation comprises a significant portion of water use and that the current typical landscape irrigation systems and Florida-Friendly Landscaping™ designs offer significant potential water benefits.” *See* F.S. 373.228(2); and

WHEREAS, the Florida Legislature has instructed the state’s water management districts, including the Southwest Florida Water Management District (“SWFWMD”) to “consider whether the applicable local government has adopted ordinances for landscaping and irrigation systems” as part of “evaluating water use applicants.” *See* F.S. 383.228(5); and

WHEREAS, the City Commission of the City of Eagle Lake finds it to be in the public interest of the City, Polk County, the SWFWMD region and the State of Florida to engage in and encourage water conservation by all users, including residential users; and

WHEREAS, the City Commission desires to prescribe standards for the use of efficient plumbing, Florida-friendly landscapes and efficient irrigation systems in all new residential, commercial and institutional construction occurring in the City; and

WHEREAS, the City Commission finds that the irrigation standards prescribed herein are based upon the irrigation code defined in the *Florida Building Code*, Plumbing Volume, Appendix F, as required by F.S. 373.228(4); and

WHEREAS, the City Commission recognizes the City’s Land Development Code is currently undergoing revisions, and may contain provisions that are in conflict with this ordinance, and that the terms of this ordinance will prevail in the event of any inconsistency until the City’s Land Development Code is completed and adopted by the City Commission; and

WHEREAS, the City Commission finds and declares that the adoption of this ordinance is appropriate and in the public interest of the community, and that it has the authority, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapters 163, 166 and 373 of the Florida Statutes to promulgate the regulations herein.

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

Section 1. Findings.

The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. Conservation Ordinance Adopted.

The language set forth in Exhibit “A” to this ordinance, a copy of which is attached hereto and incorporated herein, is enacted as an ordinance of the City of Eagle Lake.

Section 3. Codification: Administrative Correction of Scrivener’s Errors.

It is the intention of the City Commission that the provisions of Exhibit “A” to this ordinance shall become and be made a part of the Code of Ordinances of the City of Eagle Lake, and that sections of this ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section” or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in such codes is accomplished, sections of this ordinance may be renumbered or relettered and the correction of typographical or scrivener’s errors which do not affect the intent may be authorized by the City Manager or his designee, without the need for public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 4. Conflicts.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 5. Severability.

If any section or provision of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this ordinance.

Section 6. Effective Date.

This Ordinance shall become effective immediate upon its adoption.

INTRODUCED on First Reading this 7th Day of March, 2022.

PASSED AND ENACTED on Second Reading, with a quorum present and voting, by the City Commission of the City of Eagle Lake, Florida, this _____ day of _____, 2022.

CITY OF EAGLE LAKE, FLORIDA

Cory Coler, Mayor

Attest:

Dawn Wright, City Clerk

Approved as to form:

Heather R. Maxwell, City Attorney

Exhibit “A”
Ordinance O-22-xx

Chapter 5, Buildings and Building Regulations

Article I. Generally

Sec. 5-4. Water Conservation for Efficient Indoor Plumbing Requirements, Landscape Design and Installation Standards, and Irrigation System Design and Installation Standards

(1) Intent and Purpose

It is the intent and purpose of this Section to implement uniform procedures that promote water conservation through more efficient landscapes and irrigation systems and methods and the installation of more efficient plumbing fixtures and appliances.

(2) Definitions

For the purposes of this Section, the following words, and terms shall have the meaning given herein:

- (A) *Automatic irrigation system*. An irrigation system designed to operate following a preset program entered into an automatic controller.
- (B) *Automatic controller*. A mechanical or electrical device capable of automated operation of valve stations to set the time, duration and frequency of a water application.
- (C) *Distribution equipment*. The water emitters on irrigation systems, including but not limited to sprinklers, rotors, spray heads and micro-irrigation devices.
- (D) *ENERGY STAR*® (“Energy Star”). For this Section, Energy Star is the joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy, with the purpose of reducing energy costs and protecting the environment, through every- and water-efficient products and practices
- (E) *Florida Water Star*SM (“Florida Water Star”). A certification program for new residential and commercial construction that is intended to include indoor and outdoor water-efficient options and prevent leaks.
- (F) *Florida Water Star Inspector*. Person that verifies Florida Water Star program criteria in accordance with program documents. Inspectors demonstrate sufficient knowledge to verify appropriate subcategories, such as irrigation, landscape, and plumbing, and who have passed the inspector exam and are current with their CEU’s per the requirements of Florida Water Star program. Inspectors are accredited parties who may inspect irrigation systems modified or installed by irrigation professionals. Inspectors are permitted to use

construction documents, affidavits, and field verification during the verification period. See Florida Water Star certification program process web page at FloridaWaterStar.com.

- (G) *Florida Water Star Irrigation and Landscape Accredited Professional*. A landscape or irrigation professional who has successfully passed the Florida Water Star accredited professional exams for landscaping and irrigation and is currently in good standing with the program.
- (H) *Head-to-head spacing*. Spacing of sprinkler heads so that each sprinkler throws water to the adjacent sprinkler.
- (I) *High-volume irrigation*. An irrigation system with a minimum flow rate per emitter of more than 30 gallons per hour (gph) or higher than 0.5 gallons per minute (gpm). High-volume is usually measured as gpm.
- (J) *Irrigation professional*. Any person installing or maintaining an irrigation system in the City of Eagle Lake for payment.
- (K) *Irrigation design professional*. An irrigation design professional shall include state-licensed plumbers operating within the limits of the Florida Building Code, professional engineers or landscape architects licensed by the State of Florida, Florida Water Star Irrigation and Landscape Accredited Professionals and irrigation designers certified by the Irrigation Association or the Florida Irrigation Society.
- (L) *Irrigation system*. A set of components that may include the water source, water distribution network, control components, and other general irrigation equipment which has been installed to provide irrigation.
- (M) *Landscaped area*. The entire parcel less the building footprint, driveways, hardscapes, decks and patios, and nonporous areas.
- (N) *Licensed Irrigation Professional*. An irrigation specialty contractor who obtains the irrigation specialty license from The Florida Construction Industry Licensing Board and maintains continuing education requirements.
- (O) *Low-volume irrigation*. Any emitter or sprinkler that applies less than 30 gallons per hour (gph) or 0.5 gallons per minute (gpm).
- (P) *Matched precipitation*. Irrigation in which that all the sprinklers in a particular zone generally apply similar amounts of water to a given area.
- (Q) *Micro-irrigation*. The application of small quantities of water directly on or below the soil surface or plant root zone, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along the water delivery pipes (laterals). Micro-irrigation encompasses a number of methods or concepts, including drip, subsurface, micro-bubbler, and micro-spray irrigation, previously known as trickle irrigation, low volume or low-flow irrigation.
- (R) *Rotor*. Sprinkler that rotates and specifically, a gear-driven sprinkler. Often delivers a thin stream of water in a circular pattern over a longer distance with a precipitation rate from 0.1 inches per hour to 1.5 inches per hour.
- (S) *Side-strip sprinkler*. Sprinkler nozzle that sprays a long, but narrow pattern.

- (T) *Spray head.* Sprinkler head with a fixed orifice that does not rotate.
- (U) *Substantial modification.* Any modification to an existing irrigation system such that 50 percent or more of the irrigation system (by area) is replaced or altered.
- (V) *Temporary establishment irrigation.* The temporary use of irrigation for the establishment of new vegetation that shall be removed once the plants are established or within two years, which occurs first.
- (W) *WaterSense®.* A program sponsored by the U.S. Environmental Protection Agency to promote the use of water-efficient products and services.

(3) Efficient Plumbing Requirements

Contractors obtaining City of Eagle Lake Building Permits, for all new residential, commercial and institutional construction, no more than 60 days after the effective date of this Section, shall incorporate WaterSense plumbing fixtures (faucets, showerheads and toilets) and ENERGY STAR appliances (clothes washer and dishwasher) into said construction. All new construction shall incorporate WaterSense plumbing fixtures and ENERGY STAR appliances prior to issuance of certificate of occupancy. In applications where WaterSense plumbing fixtures and ENERGY STAR appliances are not available, a written request for an exception must be submitted and approved by the City. For exception to be approved, a best alternative water and/or energy conservative fixture and/or appliance must be identified in the submittal.

(4) Florida Water Star Certification Effect

Florida Water Star is a water conservation certification program for new and existing homes and commercial developments that meet specific water-efficiency criteria for indoor fixtures and appliances, landscape design and irrigation systems. Residential and commercial properties obtaining the Florida Water Star Certification will exceed conservation requirements imposed by this Section. Upon receipt of certification from the Florida Water Star program that a residential or commercial property has obtained the Florida Water Star Certification, the City will not require the submission of the Letter of Certification of the Design for an Irrigation System, or the Letter of Completion Certifying Compliance with Design for an Irrigation System.

(5) Irrigation System Design and Installation Standards

- (A) Applicability. Irrigation system design and installation standards shall apply to the following:
 - (1) All new residential, commercial, and institutional construction where a new landscape irrigation system is required.
 - (2) Where significant rehabilitation (50% or greater) of an existing landscape irrigation system will be conducted.

- (B) General.
- (1) All irrigation systems shall be designed by an irrigation professional consistent with the irrigation systems standards and as set forth in this Section.
 - (2) Where Florida Water Star Certification will not be obtained, a "Letter of Certification of the Design for an Irrigation System" signed by the contracted irrigation professional certifying the design is consistent with the requirements of this Section shall be required to obtain a building or irrigation permit before issuance of said permit.
 - (3) Florida Water Star Certification or a "Letter of Completion Certifying Compliance with Design for an Irrigation System" signed by the contracted irrigation professional certifying the installation is consistent with the design shall be required before issuance of a certificate of occupancy.
 - (4) All irrigation systems must be properly installed and maintained and must operate technology such as rain and/or soil moisture sensors that inhibit or interrupt operation of the irrigation systems during periods of sufficient moisture.
 - (5) Compliance with this Section shall not exempt an individual from any other local, state or federal requirements.
- (C) *System Design and Installation Standards.* Irrigation system design and installation shall be consistent with the irrigation system standards and the following requirements:
- (1) The maximum total irrigated area on residential lots, regardless of lot size, shall not exceed 0.5 acres. This provision does not apply to temporary irrigation such as portable hoses and sprinklers.
 - (2) High-volume irrigation area shall not exceed 60 percent of the landscaped area. This standard is applicable on residential lots over 1/8 acre and commercial lots over 1/8 acre. This standard applies to common areas and open space in developments. This standard excludes vegetable gardens and fruit or nut trees on individual lots or community gardens.
 - (3) Narrow areas, four feet wide or less, shall not be irrigated unless correctly installed low-volume irrigation or correctly installed side-strip irrigation are used.
 - (4) High-volume irrigation shall not be used for trees, shrubs, or groundcover beds. Permanent micro-irrigation may be used in these areas. The City encourages the use of temporary establishment irrigation.
 - (5) Irrigation zones shall be divided according to vegetated groupings (e.g., turfgrass, shrubs, native plants, trees) and the water requirements of the plants. Turf grass and landscaped beds, such as trees, shrubs, and groundcover beds, shall not be irrigated in the same zone as each other.
 - (6) Sprinkler head types, such as spray heads and rotors, shall not be mixed in the same zone.
 - (7) Distribution equipment in each zone shall have matched precipitation rates.

- (8) Rotors and spray sprinkler heads in turfgrass areas shall be spaced to provide head-to-head coverage.
- (9) A minimum separation of four inches shall be required between distribution equipment and pavement.
- (10) A minimum separation of 24 inches shall be required between distribution equipment and buildings and other vertical structures, except fences.
- (11) Technology that inhibits or interrupts operation of the irrigation system during periods of sufficient moisture shall be required on all irrigation systems to avoid irrigation during periods of sufficient rainfall. Examples of such devices include soil moisture sensors, weather stations, and rainfall shut off devices. The technology shall override the irrigation cycle when adequate rainfall has occurred. Technology that depends on rainfall for bypassing irrigation shall be placed where it is exposed to unobstructed natural rainfall and in compliance with section 373.62, Fla. Stat., as amended.
- (12) Permanent irrigation systems shall be equipped with an automatic control system to provide the following minimum capabilities:
 - a. Ability to be programmed in minutes, by day of week, season, and time of day;
 - b. Ability to accommodate multiple start times and programs;
 - c. Automatic shut off after adequate rainfall;
 - d. Ability to maintain time during power outages; and
 - e. Operational flexibility to meet applicable year-round water conservation requirements.
- (13) Sprinklers in low-lying areas have check valves to prevent head drainage.
- (14) Irrigation system equipment shall be installed in accordance with manufacturer's specifications.
- (15) No direct spray shall be allowed onto walkways, buildings, roadways, drives and impervious surfaces.
- (16) Pipelines shall be designed to provide the system with the appropriate pressure required for maximum irrigation uniformity.
- (17) All sprinkler heads with spray nozzles (non-rotary) shall be pressure-regulated at the head or zone valve.
- (18) All irrigation system underground piping shall have minimum soil cover of six inches.
- (19) Sprinklers shall rise above turfgrass height: a minimum of 6-inch pop-up for sprays and 4-inch pop-up for rotors for St. Augustine, Zoysia and Bahia grasses; a minimum of a 4-inch pop-up for sprays and rotors for Centipede, Bermuda and Seashore Paspalum grasses.

(6) Maintenance of Irrigation Systems

- (A) An irrigation professional responsible for installing or substantially modifying an irrigation system shall provide the property owner with a maintenance checklist

affixed to or near the controller and accompanied by a recommended maintenance schedule, proper irrigation system settings according to season, recommendations for checking technology that inhibits or interrupts operation of the system during periods of sufficient moisture, filter cleaning recommendations, if applicable, and information on the current water restrictions.

- (B) A property owner shall ensure that irrigation systems on their property are inspected at least annually for leaks, overspray, maladjusted heads, and heads that may be capped due to changes in the landscape, such as maturity or changes in plants. Technology that inhibits or interrupts operation of the system during periods of sufficient moisture may need to be replaced every few years and shall be correctly functioning to be in compliance with this article. Irrigation systems with known leaks shall not be operated until the leaks are repaired, except for testing purposes.
- (C) Within 60 calendar days after landscape installation, the property owner shall ensure that the irrigation controller is adjusted to operate according to normal, established landscape conditions or irrigation restrictions, if the irrigation system is installed as part of newly established landscaping.

(7) Exemptions

The following are exempted from the provisions of this article, but should follow the Florida Department of Environmental Protection's applicable "Florida-Friendly Best Management Practices for the Protection of Water Resources by the Green Industries":

- (A) Bona fide agricultural activities;
- (B) Vegetable gardens and fruit and nut trees;
- (C) Athletic fields;
- (D) Golf course play areas;
- (E) Cemeteries;
- (F) Nurseries; and
- (G) Temporary establishment irrigation.

(8) Alternative Compliance

- (A) An applicant may submit a proposal that varies from the strict application of the requirements of this Section (also known as "alternative compliance") in order to accommodate unique site features or characteristics, utilize innovative design, prevent extraordinary hardship, or to promote the overriding public interest or general public welfare. Diminished value of property or inconvenience is not an extraordinary hardship.
- (B) An applicant seeking authorization for alternative compliance shall have the burden of demonstrating to the City the reasons why the strict application of the requirements of this Section should not apply.

- (C) Requests for alternative compliance shall be submitted as part of the irrigation system approval process.
- (D) The City may approve an alternative compliance plan upon finding that the alternative compliance plan fulfills the purpose and intent of this Section at least as well as a plan that strictly adheres to the requirements of this Section.
- (E) The City may require a site inspection and corresponding site inspection fee for systems which are installed according to a department-approved alternative compliance plan.

(9) **Enforcement**

Violation of any provision of this article shall be subject to penalties as provided for by this Code or by local law and compliance with this article may be enforced by any remedy available to the City at law or equity.

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(space for recording)

ORDINANCE NO. O-22-05

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 CONFLITING HERewith
AND PROVIDING AN EFFECTIVE DATE. (General Location:
Two parcels of land totaling approximately 19.96 acres in size,
lying West of N. Eagle Drive and east of Eagle Lake, with a
street address of 0 Eagle Drive and 555 Eagle Drive, Eagle
Lake, Florida 33839) Donley Property

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

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

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

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

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

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

2. All ordinances in conflict herewith are hereby repealed.
3. This ordinance shall take effect after the second reading, provided however, that such change shall first be noted upon the official zoning map of the City of Eagle Lake, Florida.

INTRODUCED on first reading this 14 day of February, 2022.

PASSED on second reading this _____ day of _____, 2022.

CITY OF EAGLE LAKE, FLORIDA

CORY COLER, MAYOR
COMMISSIONER

ATTEST:

DAWN WRIGHT, CITY CLERK

APPROVED AS TO FORM:

HEATHER R. MAXWELL, CITY ATTORNEY

EXHIBIT "A"

Legal Description:

LAWTEY & THOMPSONS SUB PB 1 PG 18 LYING IN SECTION 1, TOWNSHIP 29, RANGE 25, AND SECTION 6, TOWNSHIP 29, RANGE 26, LOT 4 EAST 640 FEET & LOT 5 LESS NORTH 130 FEET & LESS SOUTH 10 FEET OF EAST 640 FEET.

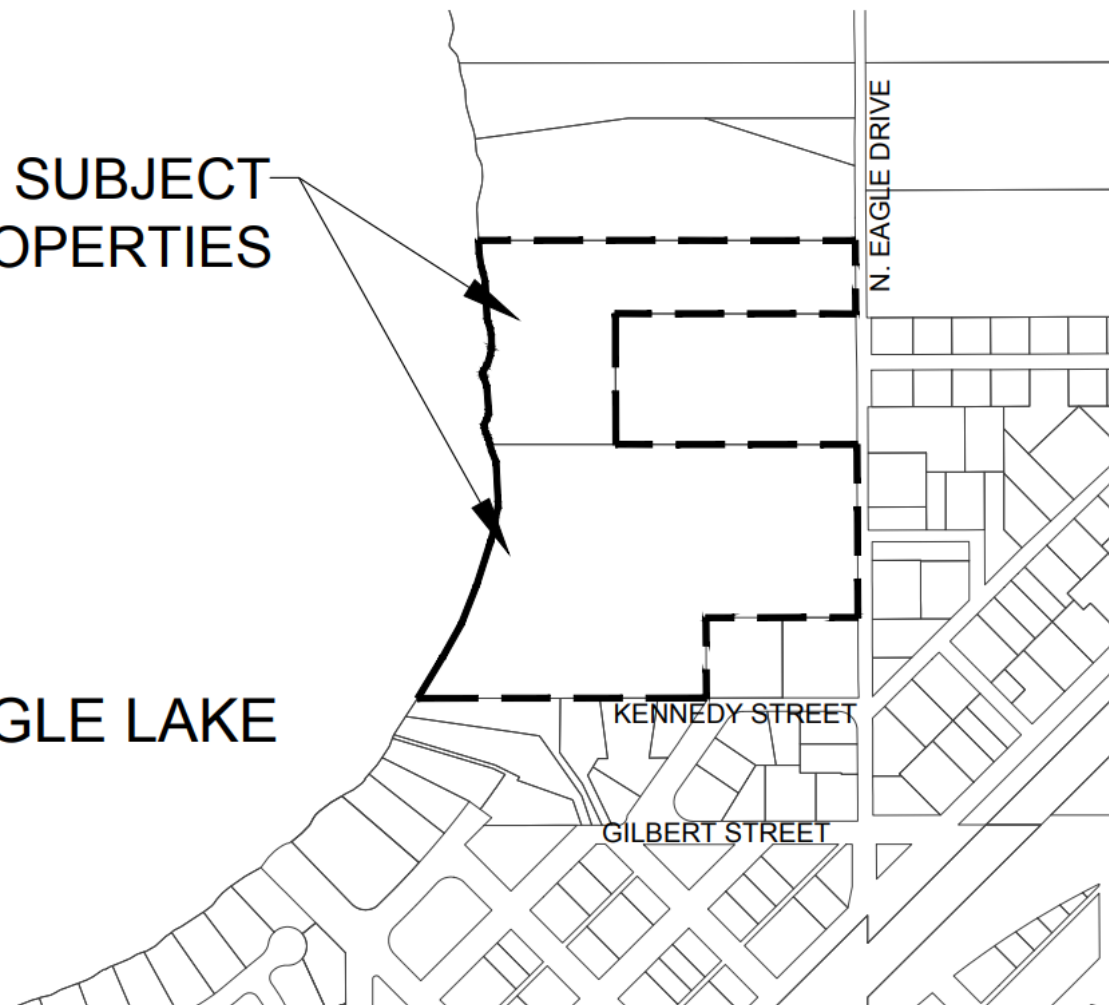
AND

LAWTEY & THOMPSONS SUB PB 1, PG 18, SECTION 1, TOWNSHIP 29, RANGE 26 LOTS 2 & 3 LESS 1 ACRE IN SE CORNER OF 2 & LESS COMM SE CORNER OF LOT 2 N89-30-00W 208.71 FEET TO POB N89-30-00W 209.78 FEET N00-01-27W 207.53 FEET S89-30-00E 209.78 FEET S00-01-27E 207.76 TO POB.

Location Map:

SUBJECT
PROPERTIES

EAGLE LAKE



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

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

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

LEGAL DESCRIPTION: SEE ATTACHED DEEDS

ADDRESS OF PROPERTY TO BE ANNEXED: SEE ATTACHED DEEDS

SIZE IN ACRES: 0.81 + 13.16 (19.97) ^{PLUS OR MINUS} POPULATION AT TIME OF ANNEXATION: 0

NUMBER AND ADDRESS OF ALL DWELLINGS/COMMERCIAL/INDUSTRIAL,

INSTITUTIONAL USES: N/A

CURRENT POLK COUNTY FUTURE LAND USE & ZONING CLASSIFICATION: RES. LOW/RL-2

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

REQUIRED: MAP OF AREA X (check if enclosed)

LEGAL DESCRIPTION BY METES AND BOUNDS _____ (check if enclosed)

PROPOSED CITY FUTURE LAND USE: RES. MEDIUM & ZONING CLASSIFICATION: R6

SIGNATURE OF PETITIONER(S):

JOHN R. DONLEY

Name
154 2nd ST. SW, APT #9

Address
WINTER HAVEN, FL 33881

City
863-528-2521 State Zip

Telephone

1/3/2022
Date

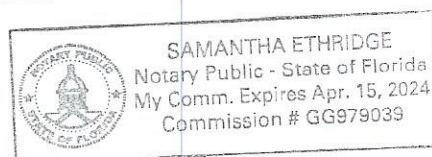
Accepted by

Samantha Ethridge

NOTARY:

This is to certify that this is an original document.

City Clerk



This Instrument Prepared By:
Kyle H. Jensen, Esquire
Clark, Campbell & Lancaster & Munson, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

Warranty Deed

This Indenture made this 25th day of March, 2021, by and between **THE PENINSULAR FLORIDA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD, INC.**, a Florida corporation not-for-profit, whose post office address is 1437 East Memorial Boulevard, Lakeland, Florida 33801 ("Grantor"), and **JOHN R. DONLEY**, an individual, whose post office address is 118 Wyndham Drive, Winter Haven, Florida 33884 ("Grantee").

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE

Parcel Identification Numbers: 26-29-06-673000-000042 and 26-29-06-673000-000041

This Conveyance is subject to the following:

1. Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2021 and subsequent years.


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


- SIGNATURE APPEARS ON SUBSEQUENT PAGE -

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

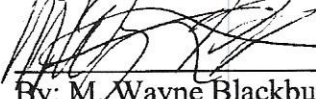
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:


Witness #1
Print Name: Miranda Martinez


Witness #2
Print Name: Kyle Jensen

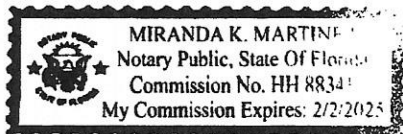
**THE PENINSULAR FLORIDA
DISTRICT COUNCIL OF THE
ASSEMBLIES OF GOD, INC., a Florida
corporation not-for-profit**

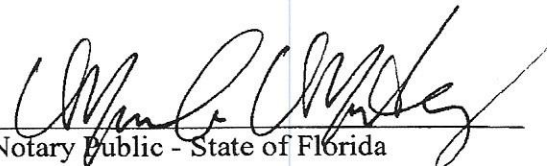

By: M. Wayne Blackburn
Its: Treasurer

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization this 25th day of March, 2021, by M. Wayne Blackburn, as the Treasurer of The Peninsular Florida District Council of the Assemblies of God, Inc., a Florida corporation not-for-profit, and (✓) who is personally known to me or () who produced _____ as identification.

[NOTARY SEAL]




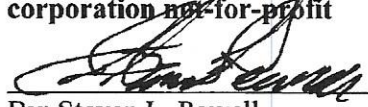

Notary Public - State of Florida
Printed Name: _____
My Commission Expires: _____

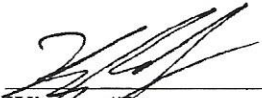
[Signatures continue onto next page.]

Signed, sealed and delivered
in our presence:

THE PENINSULAR FLORIDA
DISTRICT COUNCIL OF THE
ASSEMBLIES OF GOD, INC., a Florida
corporation not-for-profit


Witness #1
Print Name: Miranda Martinez

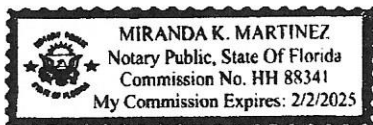

By: Steven L. Powell
Its: Secretary


Witness #2
Print Name: Kyle Jensen

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of (☒) physical presence
or (☐) online notarization this 25th day of March, 2021, by Steven L. Powell, as the Secretary of
The Peninsular Florida District Council of the Assemblies of God, Inc., a Florida corporation not-
for-profit, and (☐) who is personally known to me or (☒) who produced
Driver License as identification.

[NOTARY SEAL]





Notary Public - State of Florida
Printed Name: _____
My Commission Expires: _____

Exhibit A
Legal Description

Lot 4, LESS the East 640 feet and Lot 5, LESS the North 130 feet and LESS the South 10 feet of the East 640 feet, LAWTEY & THOMPSON'S, according to the map or plat thereof as recorded in Plat Book 1, Page 18, Public Records of Polk County, Florida.

and

The East 640 feet of Lot 4 and the South 10 feet of the East 640 feet of Lot 5, LAWTEY & THOMPSON'S, according to the map or plat thereof as recorded in Plat Book 1, Page 18, Public Records of Polk County, Florida.

INSTR # 2020240424
BK 11450 Pgs 0454-0455 PG(s)2
11/10/2020 07:52:28 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 5,880.00

This Document Prepared By and Return to:
Linda Holewinski
Real Estate Title Services, Inc.
32 3rd St., SW
Winter Haven, FL 33880
20-0683

Parcel ID Number: 062926-673000-000020

Warranty Deed

This Indenture, Made this 3rd day of November, 2020 A.D. Between
CHARLSIE L. GATLIN, the unmarried surviving spouse of GARY L. GATLIN,
deceased
of the County of POLK, State of FLORIDA, grantor, and
JOHN R. DONLEY, a single man

whose address is: 118 Wyndham Dr., WH, FL 33884

of the County of POLK, State of FLORIDA, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS.
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of POLK, State of FLORIDA to wit:

TRACT 1:

THAT PART OF LOTS 2 AND 3 OF LAWTEY AND THOMPSON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 18,
PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS:
STARTING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST,
ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 315.01 FEET; THENCE NORTH 89 DEGREES 30 MINUTES
WEST, 542.94 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST 48.85 FEET TO A CONCRETE MARKER
FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, 150.0 FEET TO A
CONCRETE MARKER; THENCE NORTH 88 DEGREES 55 MINUTES 32 SECONDS WEST, PASSING A CONCRETE MARKER AT
375.77 FEET, A TOTAL DISTANCE OF 449 FEET, MORE OR LESS, TO THE WATERS OF EAGLE LAKE; THENCE
SOUTHWESTERLY, ALONG SAID WATERS, 154 FEET, MORE OR LESS, TO A LINE BEARING NORTH 88 DEGREES 55 MINUTES
32 SECONDS WEST FROM SAID POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 55 MINUTES 32 SECONDS EAST ALONG
SAID LINE, PASSING A CONCRETE MARKER AT 110 FEET, MORE OR LESS, A TOTAL DISTANCE OF 486 FEET, MORE OR
LESS, TO THE SAID POINT OF BEGINNING. SUBJECT TO AN EASEMENT TO TAMPA ELECTRIC COMPANY, BEING THAT PART
OF LOTS 2 AND 3 OF LAWTEY AND THOMPSON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 18, PUBLIC
RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: STARTING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED
PARCEL, THEN NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, 48.85 FEET FOR THE POINT OF BEGINNING; THENCE
NORTH 89 DEGREES 30 MINUTES WEST, 28.54 FEET; THENCE SOUTH 21 DEGREES 31 MINUTES 32 SECONDS WEST, 51.82
FEET TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 88 DEGREES 55 MINUTES 32 SECONDS WEST, ALONG
SAID SOUTHERLY LINE, 26.68 FEET; THENCE NORTH 21 DEGREES 31 MINUTES 32 SECONDS EAST, 99.74 FEET; THENCE
SOUTH 89 DEGREES 30 MINUTES EAST, 37.63 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE SOUTH 00
DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID EASTERLY LINE, 45.0 FEET TO THE SAID POINT OF BEGINNING.

(Continued on Attached)

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

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

JENNIFER L. BARKER
Witness

CHARLSIE L. GATLIN
P.O. Address: P.O. BOX 716, EAGLE LAKE, FL 33839

(Seal)

Warranty Deed - Page 2

Parcel ID Number: 062926-673000-000020

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS, BEING THAT PART OF LOTS 2 AND 3 OF LAWTEY AND THOMPSON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 18, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: STARTING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 315.01 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 542.94 FEET TO THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL; THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, ALONG SAID EASTERLY LINE, 45.0 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES EAST, 542.94 FEET TO THE EASTERLY LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 45.0 FEET TO THE SAID POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

TRACT 2:

LOTS 2 AND 3 OF LAWTEY AND THOMPSON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 18, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LESS AND EXCEPT ONE (1) SQUARE ACRE IN THE SOUTHEAST CORNER OF SAID LOT 2; LESS AND EXCEPT THAT PART OF SAID LOTS 2 AND 3 DESCRIBED AS: STARTING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 315.01 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 542.94 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST 48.85 FEET TO A CONCRETE MARKER FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, 150.0 FEET TO A CONCRETE MARKER; THENCE NORTH 88 DEGREES 55 MINUTES 32 SECONDS WEST, PASSING A CONCRETE MARKER AT 375.77 FEET, A TOTAL DISTANCE OF 449 FEET, MORE OR LESS, TO THE WATERS OF EAGLE LAKE; THENCE SOUTHWESTERLY, ALONG SAID WATERS, 154 FEET, MORE OR LESS, TO A LINE BEARING NORTH 88 DEGREES 55 MINUTES 32 SECONDS WEST FROM SAID POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 55 MINUTES 32 SECONDS EAST ALONG SAID LINE, PASSING A CONCRETE MARKER AT 110 FEET, MORE OR LESS, A TOTAL DISTANCE OF 486 FEET, MORE OR LESS, TO THE SAID POINT OF BEGINNING. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS, BEING THAT PART OF LOTS 2 AND 3 OF LAWTEY AND THOMPSON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 18, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: STARTING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 315.01 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 542.94 FEET TO THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL; THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST ALONG THE EASTERLY LINE, 45.0 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES EAST, 542.94 FEET TO THE EASTERLY LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 45.0 FEET TO THE SAID POINT OF BEGINNING. SUBJECT TO AN EASEMENT TO TAMPA ELECTRIC COMPANY BEING THAT PART OF LOTS 2 AND 3 OF LAWTEY AND THOMPSON'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 18, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DESCRIBED AS: STARTING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 315.01 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 571.48 FEET; THENCE SOUTH 21 DEGREES 31 MINUTES 32 SECONDS WEST 73.17 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 32 SECONDS WEST, 303.18 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 28 SECONDS EAST, 20.0 FEET TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 88 DEGREES 55 MINUTES 32 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 283.96 FEET; THENCE NORTH 21 DEGREES 31 MINUTES 32 SECONDS EAST, 99.74 FEET, THENCE SOUTH 89 DEGREES 30 MINUTES EAST, 580.57 FEET TO THE EASTERLY LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EASTERLY LINES OF SAID LOTS 3 AND 2, A DISTANCE OF 45.0 FEET TO THE SAID POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

A PORTION OF LOT 2, LAWTEY AND THOMPSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 18, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF SAID LAWTEY AND THOMPSON'S SUBDIVISION; THENCE N 89 DEGREES 30 MINUTES 00 SECONDS W, ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 208.71 FEET TO THE SOUTHWEST CORNER OF THE "SOUTHEAST ACRE OF LOT 2" AS DESCRIBED IN OFFICIAL RECORDS BOOK 5354, PAGE 1208 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE CONTINUE N 89 DEGREES 30 MINUTES 00 SECONDS W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 209.78 FEET; THENCE N 00 DEGREES 01 MINUTES 27 SECONDS W, PARALLEL WITH THE WEST LINE OF SAID "SOUTHEAST ACRE OF LOT 2", A DISTANCE OF 207.53 FEET; THENCE S 89 DEGREES 30 MINUTES 00 SECONDS E, ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE 209.78 FEET; THENCE S 00 DEGREES 01 MINUTES 27 SECONDS E, 207.76 FEET TO THE POINT OF BEGINNING.

Subject to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31st, 2019.



FEEES PAID

NAME OF APPLICANT _____

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

**FEES TO BE INCURRED AT THE TIME OF PETITION FOR ANNEXATION
#1, #7, #8, AND #9**

The prevailing circumstances under which the real property is annexed into the City of Eagle Lake will determine which categories of fees listed below are to be paid by the City and County.

<u>CATEGORY</u>	<u>LAND USE</u>	<u>FEE</u>	<u>AMOUNT PAID</u>
1. ANNEXATION	_____	\$1,000	_____
2. WATER IMPACT	_____	_____	_____
3. CONNECTION	_____	_____	_____
4. DEPOSIT	_____	_____	_____
5. SEWER IMPACT	_____	_____	_____
6. CONNECTION	_____	_____	_____
7. FUTURE LAND USE MAP AMEND. Small=500;large=1,000	_____	_____	_____
8. ZONING MAP AMEND.	_____	_____	_____
9. IMPACT STATEMENT	_____	_____	_____
<u>COUNTY IMPACT FEES</u>			
10. COLLECTOR ROAD		_____	_____
11. CORRECTIONAL		_____	_____
12. EMS		_____	_____
13. SCHOOL BOARD		_____	_____
	TOTAL	_____	_____

FEES COLLECTED BY: _____

NOTE: The above list does not include fees for building permits, site plan reviews, building plans review, and radon test. Such fees will be required only when new construction is a result of the annexation.

Receipt No. _____

MEMORANDUM

TO: Tom Ernharth, City Manager, City of Eagle Lake
FROM: Merle Bishop, FAICP, Senior Planner
DATE: January 24, 2022
SUBJECT: Donley property annexation/Comprehensive Plan Amendment
PROJECT: ELAKX22001

In response to the City's request, we have completed our review of the annexation/Comprehensive Plan (Map) Amendment application submitted by Mr. John Donley on 1/03/22 to the City of Eagle Lake for two parcels totaling approximately 19.96 acres and generally located on the west side of North Eagle Drive on the eastern shore of Eagle Lake.

BACKGROUND:

Applicant/Owner: John R. Donley
154 2nd Street, SW
Winter Haven, FL 33881

Site Location: O and 555 N. Eagle Drive (Old 9-Foot Road)
Eagle Lake, FL 33839

Parcels: 262906-673000-000020 (13.15 acres)
262906-673000-000041 (6.81 acres)

Total Site Size: 19.96 acres +/-

Current Land Use: Vacant; one single family house.

Future Land Use Designation: Polk County – Residential Low (RL-2)

Zoning Designations: Polk County – Residential (RL-2)

Proposed Future Land Use Designation: Medium Density Residential (5.01 to 9.99 dwelling units/acre)

Proposed Zoning Districts: General Residential (RG) (single-family, duplex, multi-family)

The applicant requests the City annex the parcels and amend its Comprehensive Plan by adding the parcels to the Future Land Use Map as Medium Density Residential. Additionally, the applicant request that the parcels be assigned a zoning designation of General Residential. There is no site development plan proposed for the property at the time of the application.

The parcels have a combined total of approximately 520 feet frontage on N. Eagle Drive (aka Old Nine Foot Road), an urban collector maintained by the Polk County Board of County Commissioners. The existing right-of-way for N. Eagle Drive varies from approximately 30 to 40 feet. Any new access to this road will require a roadway access permit from Polk County and development of the property will require the donation of property for additional right-of-way pursuant to Polk County Land Development Regulations. Additionally, the parcels have approximately 1,370 feet of shoreline along the eastern shore of Eagle Lake.

SURROUNDING LAND USES:

NW – Eagle Lake	N – Single-family houses	NE – Vacant parcel; citrus grove
W – Eagle Lake	Subject Property (vacant/sf house)	E – Church; single family houses
SW – Eagle Lake	S – Single family houses	SE – single family houses

PUBLIC INFRASTRUCTURE:

The existing RS-2 zoning would permit approximately 40 dwelling units. The requested Residential Medium Future Land Use and RG zoning would potentially permit a maximum of approximately 180 dwelling units, an increase or difference of 140 dwelling units. This also equals a potential increase in population of approximately 360 persons (based on an average household size of 2.57 persons as identified in the Eagle Lake 2030 Comprehensive Plan).

The City’s Level of Service (LOS) for City facilities and services is established in the 2030 Comprehensive Plan. Impacts on LOS should be evaluated based on the actual development proposed rather than impact resulting from the incremental increase in demand since the potential dwelling units (and population) are not vested for concurrency.

POTENTIAL INFRASTRUCTURE IMPACTS			
Current Available Capacity	Current Vested Demand	Demands from 180 DU	Remaining Capacity
Potable Water (LOS: 300 gpd¹/ERC²)			
1.584 mgpd	670,187 gpd	54,000 gpd	859,813 gpd
Sanitary Sewer (LOS: 275 gpd¹/ERC²)			
750,000 gpd	412,164 gpd	49,500 gpd	288,336 gpd
Recreation (LOS: 4.5 acres/1,000 population³)			
17.45 acres	11.34 acres	0.81 acres	5.3 acres
Transportation – Eagle Drive – LOS: B			
792 trips ⁴ (PM Peak Hr.)	N/A	104 trips ⁵ (PM Peak Hr.)	688 trips (87% of capacity remaining)
Solid Waste (LOS: 8.0 lbs. per capita per day⁶)			
N/A (Polk Co. Land Fill)	N/A	2,302 lbs./day	NA

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

²Equivalent Residential Connection (dwelling unit)

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

⁴Polk TPO Roadway Database 2020 (Effective date: March 16, 2020)

⁵ITE TripGen Single Family Residential (Trip Generation Manual, 10th Edition)

⁶City of Eagle Lake 2030 Comprehensive Plan, Infrastructure Element, Policy 1.1.1 (page1)

⁷Polk County School Board

⁸Housing Generation Rates for Public School, Polk County School Board, Modified 2015

Sufficient capacity exists in all of the infrastructure areas evaluated for a proposed 180 multi-family development without diminishing the adopted level of service.

CONSISTENCY WITH COMPREHENSIVE PLAN:

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

A. FUTURE LAND USE ELEMENT

Policy 2.6, Medium Density Residential: *The primary intent of the Medium Density Residential classification is to encourage the continuation of mixtures of housing types. These units should include one and two-story apartments, townhouses, duplexes, and single-family dwellings. Development activities within the intent of this classification can be achieved where such requirements as minimum land areas are met, open space provided, public facilities and services are available, and access to principal streets is safe and convenient*

Maximum Density: > 5 but < 10 dwelling units per acre.

The requested Medium Density Residential Future Land Use and RG zoning designation is located on an urban collector roadway with access to existing infrastructure with sufficient capacity for development of the property for low-rise (one and two story) multi-family residential. The requested medium density future land use is consistent with the existing medium density of the adjacent parcel west of Eagle Drive. The property is of sufficient size to allow for the development of low-rise multi-family housing and provide sufficient buffers from adjacent single-family homes. Multi-family development will enable the continuation of a mixture of housing units within the City.

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

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

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

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

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

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

The proposed Residential Medium Density Future Land Use and RG zoning will allow for residential development that is tantamount to infill development with existing residential development on three sides of the property, along Eagle Avenue.

B. TRANSPORTATION ELEMENT

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

The property has access to Eagle Avenue, which is a County maintained urban collector road. Prior to final construction plan approval, the applicant will be required to coordinate a traffic analysis and driveway access with the Polk County TPO.

C. HOUSING ELEMENT

Policy 5.1, *The City shall, through its Land Development Regulations, promote a mix of housing types, densities, and affordable housing.*

The proposed Comprehensive Plan Amendment will allow for the development of additional single-family and/or multi-family housing that creates opportunity for a mix of housing types and densities consistent with this policy

D. RECREATION AND OPEN SPACE ELEMENT

Policy 6.2, *The City will continue to ensure through the enforcement of Land Development Regulations and a Concurrency Management System that no development order will be issued for any development that would result in failure of the recreation and park system to meet the adopted LOS standards.*

The property is of sufficient size that future development can incorporate open space and on-site recreational amenities to satisfy recreational demand. Additionally, the property has a significant amount of lake frontage that provides opportunity for a unique recreation/open space amenity.

E. CONCLUSION

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

Based on this analysis, we find that the requested Residential Medium Future Land Use designation and RG zoning are consistent with the applicable goals, objectives and policies of the Eagle Lake 2030 Comprehensive Plan. All City requirements must be met related to the future development of the property.

CONCLUSION:

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

- A. The rezoning petition is consistent with the City of Eagle Lake Comprehensive Plan.
- B. The rezoning petition will not result in a lowering of the adopted level of service below the minimum level of service as set forth in the Comprehensive Plan for any public facilities or services; unless binding commitments for mitigation to maintain the adopted level(s) of service established in the comprehensive plan have been or will be written into a developer's agreement between the city and applicant;

- C. The proposed rezoning and all permitted uses within the category sought will be compatible with the development of surrounding properties;
- D. The need and justification for the change has been satisfactorily demonstrated by the applicant;
- E. There will be no detrimental effect of the change on the property and on surrounding properties;
- F. There is not sufficient undeveloped land in the general area and in the City with the same classification as the request to allow for the proposed development;
- G. The proposed rezoning and all permitted uses are compatible with development on surrounding property; or compatibility can be achieved.

RECOMMENDATION:

The requested Comprehensive Plan Amendment to amend the Future Land Use Map and assign Residential Medium to the subject parcels and assign General Residential (RG) zoning is hereby recommended for approval

ATTACHMENTS:

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

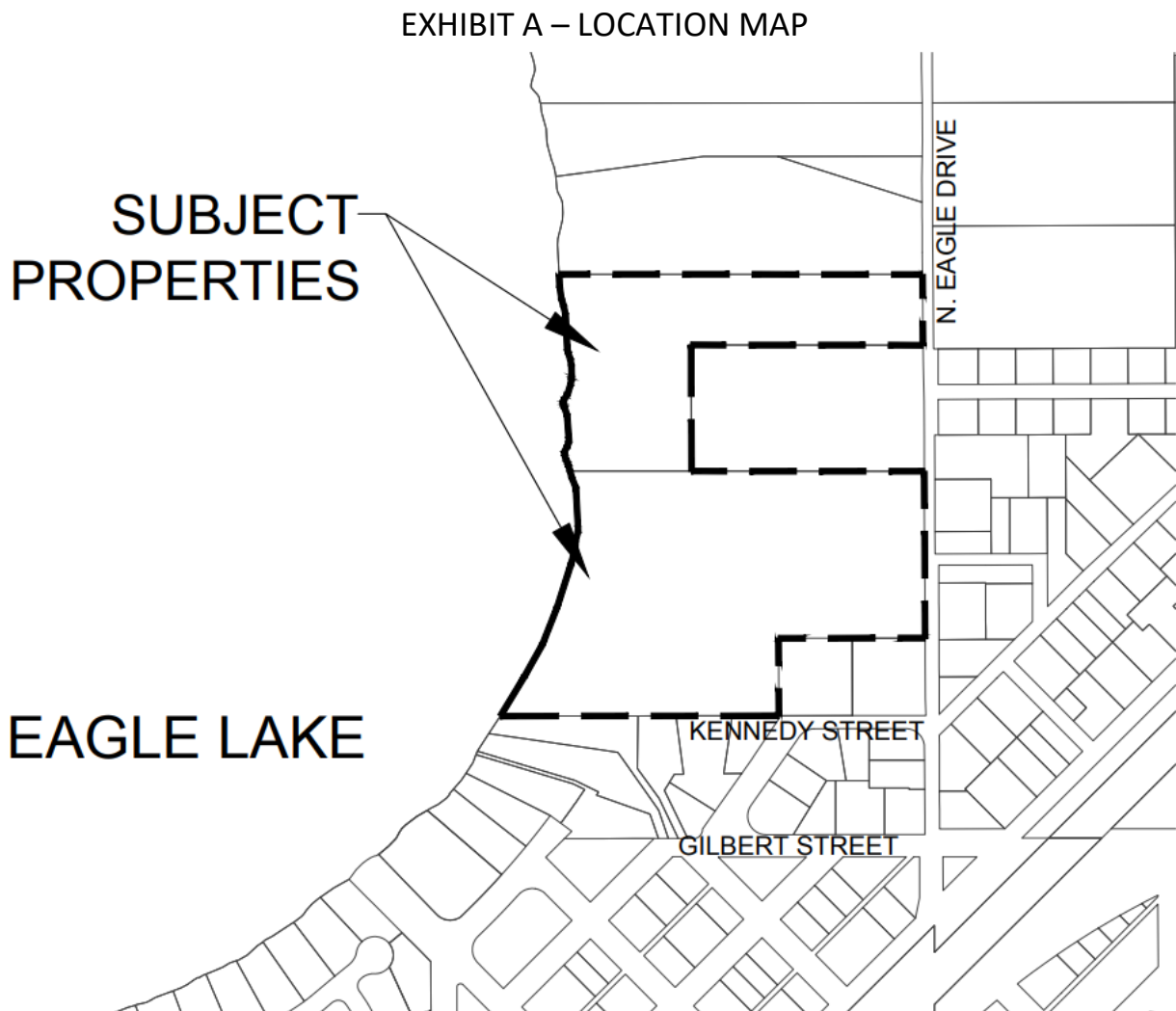


EXHIBIT B – AERIAL PHOTOGRAPH

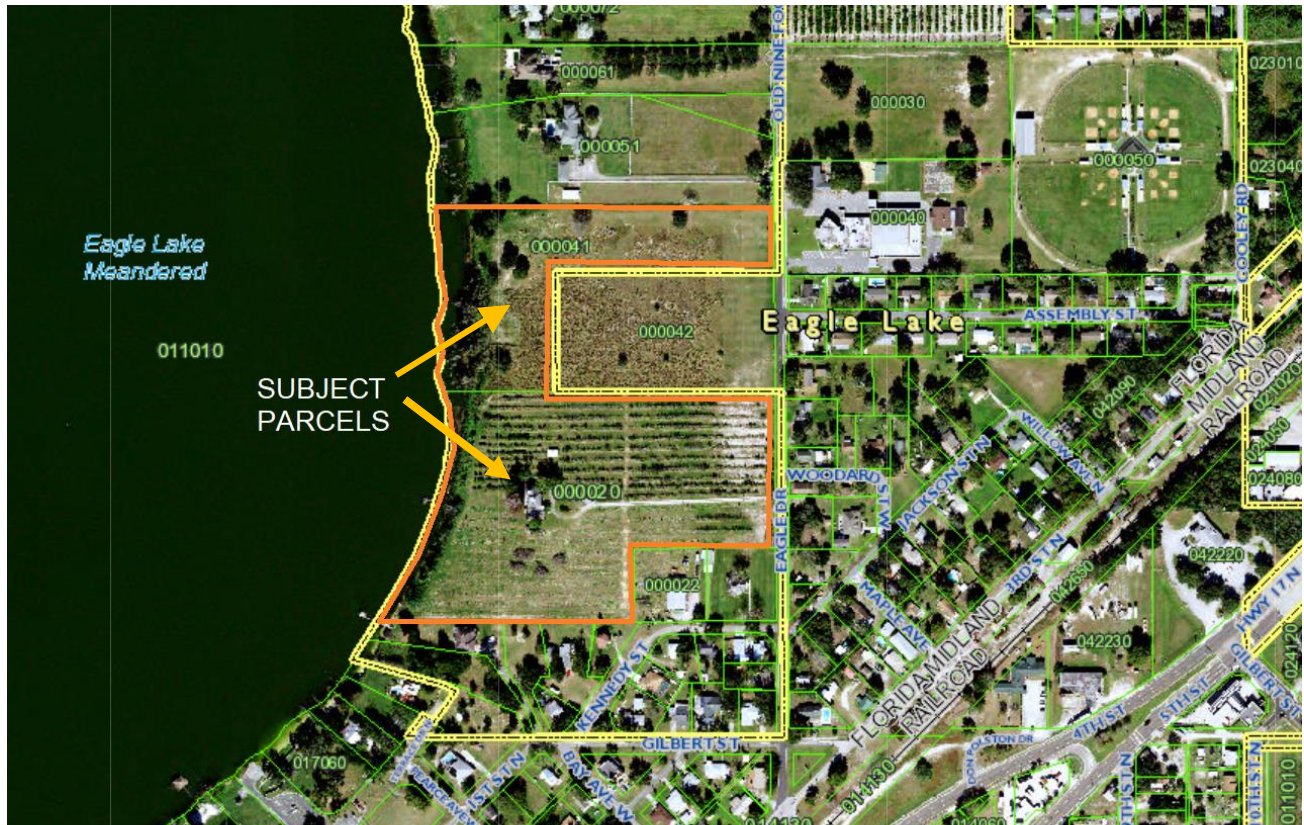


EXHIBIT C – FUTURE LAND USE

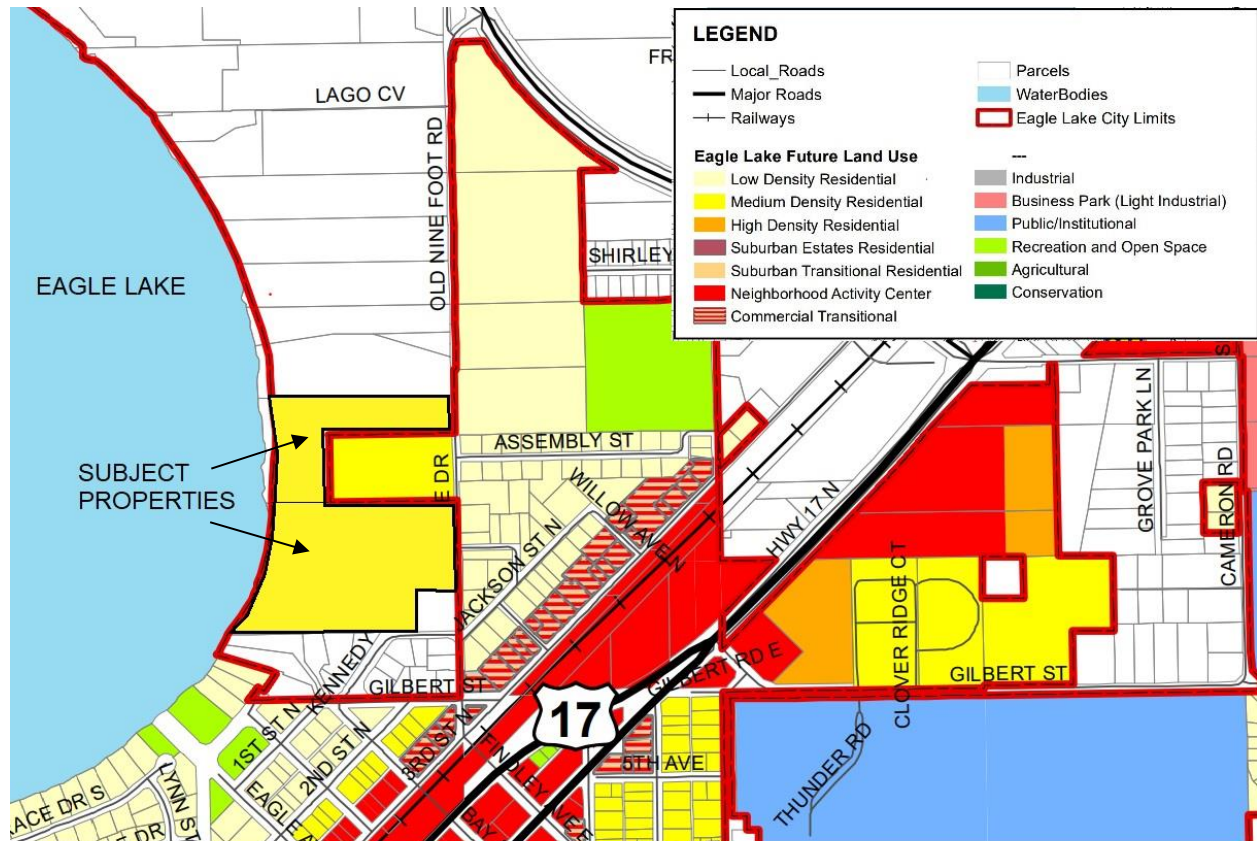


EXHIBIT D – LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LAWTEY & THOMPSONS SUB PB 1 PG 18 LYING IN SECTION 1, TOWNSHIP 29, RANGE 25, AND SECTION 6, TOWNSHIP 29, RANGE 26, LOT 4 EAST 640 FEET & LOT 5 LESS NORTH 130 FEET & LESS SOUTH 10 FEET OF EAST 640 FEET.

AND

LAWTEY & THOMPSONS SUB PB 1, PG 18, SECTION 1, TOWNSHIP 29, RANGE 26 LOTS 2 & 3 LESS 1 ACRE IN SE CORNER OF 2 & LESS COMM SE CORNER OF LOT 2 N89-30-00W 208.71 FEET TO POB N89-30-00W 209.78 FEET N00-01-27W 207.53 FEET S89-30-00E 209.78 FEET S00-01-27E 207.76 TO POB.

ORDINANCE NO. O-22-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, CONSENTING TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY INTO A POLK COUNTY MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR INTENT, PURPOSE AND EFFECT; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.01(1)(q) and (r), Florida Statutes, the Florida Legislature has empowered counties to establish Municipal Service Benefit Units (MSBU), wherein a County may levy non-ad valorem assessments to cover the cost of providing for certain municipal services, including the provision of fire services; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, The Florida Legislature has provided that any municipality or portion thereof may be included in a County MSBU provided the municipality consents to same annually or for a period of years; and

WHEREAS, a municipality's consent to the inclusion of its territory within a MSBU must be authorized by the enactment of an ordinance of the governing body of a municipality; and

WHEREAS, the City of Eagle Lake City Commission is the governing body of the City of Eagle Lake; and

WHEREAS, Polk County has created the Polk County Fire Services District as a MSBU to provide fire services within the boundaries of Polk County and within cities requesting and consenting to County fire services; and

WHEREAS, the City desires to consent to inclusion in the Polk County Fire Service MSBU for purposes of providing fire services within the municipal boundaries of the City for a term of ten (10) years.

NOW THEREFORE, be it ordained by the City Commission of the City of Eagle Lake, Florida, as follows:

Section 1. Intent, Purpose and Effect.

It is the intent of this Ordinance to comply with the provisions of Section 125.01(1)(q), Florida Statutes. The City Commission hereby consents to the inclusion of the land within its municipal boundaries, as they may be amended from time to time, into the Polk County Fire Services District MSBU for a period of ten (10) years from the effective date of this ordinance for the sole and exclusive purpose of subjecting the properties therein to non-ad valorem assessments for the provision of Polk County fire services within the territorial limits of the City, including inspections

and enforcement of the Florida Fire Prevention Code and Polk County Local Amendments thereto. The MSBU has been established pursuant to enabling legislation adopted by the Board of County Commissioners of Polk County.

Section 2. Repeal of Laws in Conflict.

All other ordinances in conflict with any of the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 3. Severability.

If any section, paragraph, sentence, clause, phrase or word in this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this ordinance.

Section 4. Term.

This ordinance shall remain in full effect for ten (10) years or until such time as the City repeals this ordinance following procedures set out in Florida Statutes, Section 166.041. Notice of the proposed repeal of this ordinance shall be provided in writing to Polk County no later than March 1 of the year in which the City intends to terminate County fire services to avoid imposition of non-ad valorem assessments for that tax year.

Section 5. Effective Date.

The provisions of this Ordinance shall become effective immediately upon passage.

This ordinance was read for the first time at the meeting of the City Commission held on February 7, 2022, when it was voted on by members of the City Commission, as follows:

Yeas 4 Nays 0 Absent 1

This ordinance was read for a second and final time at the meeting of the City Commission held on March 7, 2022, when it was voted on by members of the City Commission, as follows:

Yeas _____ Nays _____ Absent _____

ATTEST:

CITY OF EAGLE LAKE, FLORIDA

Dawn Wright, City Clerk

Cory Coler, Mayor

Approved as to Form:

Heather R, Maxwell, City Attorney

ORDINANCE NO. 0-22-08

AN ORDINANCE OF THE CITY OF EAGLE LAKE, FLORIDA ESTABLISHING THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Eagle Hammock of Eagle Lake, LLC, a Florida limited liability company ("Petitioner") has filed a Petition to Establish the Eagle Hammock Community Development District (the "Petition") with the City Commission of the City of Eagle Lake (the "City Commission") pursuant to Section 190.005(2)(a), *Florida Statutes*, to adopt an ordinance establishing the Eagle Hammock Community Development District (the "District") pursuant to Chapter 190, *Florida Statutes* (2021); and

WHEREAS, Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida, whose address is 4900 Dundee Road, Winter Haven, Florida 33884; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District have consented to the establishment of the District; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the City Commission on March 7, 2022, pursuant to Section 190.005(2)(b), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at that duly noticed hearing, the City Commission has considered the record of the public hearing and the statutory factors set forth in section 190.005(2)(c), *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the City Commission, pursuant to the information contained within the Petition and based on an investigation conducted by staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The Petition is complete in that it meets the requirements of Section 190.005(2)(a), *Florida Statutes* (2021); and
- (3) The appropriate City of Eagle Lake staff have reviewed the Petition for establishment of the District on the proposed land and have advised the City Commission that said Petition is complete and sufficient; and
- (4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the state comprehensive plan or the City Comprehensive Plan; and

- (5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (6) The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (8) The area that will be served by the District is amenable to separate special-district government.

WHEREAS, pursuant to the information stated above, the City Commission has decided to grant the Petition to establish the Eagle Hammock Community Development District; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, upon the effective date of this establishing Ordinance, the Eagle Hammock Community Development District, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law.

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

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Eagle Hammock Community Development District Establishment Ordinance."

SECTION 2. BOARD FINDINGS. The Board findings set forth in the recitals to this Ordinance are hereby incorporated in this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*.

SECTION 4. CREATION OF DISTRICT; DISTRICT NAME. The Petition filed to create the Eagle Hammock Community Development District is hereby granted and there is hereby created a community development district, which is situated within the City of Eagle Lake, Florida, which District shall be known as the "Eagle Hammock Community Development District."

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated by reference, the overall boundaries encompassing 108.77 acres, more or less. There are no parcels within the external boundaries of the District that are to be excluded from the District.

SECTION 6. FUNCTIONS AND POWERS. The District is limited to the performance of those powers and functions as described in Chapter 190, *Florida Statutes*. The District is also authorized to exercise additional powers to finance, fund, plan, establish, acquire, construct,

reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and educational uses as authorized and described in Section 190.012(2)(a), *Florida Statutes*; and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all City of Eagle Lake ordinances and policies governing land planning and permitting of the development to be served by the District. The District shall not have any zoning or permitting powers governing land development or the use of land. No debt or obligation of the District shall constitute a burden on any local general purpose government.

SECTION 7. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Brent Elliott, Wendy Kerr, Halsey Carson, Dorothy T. Mobley, and Branden Eckenrode. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

SECTION 8. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

INTRODUCED AND PASSED on first reading at the regular meeting of the City Commission of Eagle Lake, Florida, held this 7th day of February 2022.

PASSED AND ADOPTED on second reading at the regular meeting of the City Commission of Eagle Lake, Florida, held this 7th day of March 2022

CITY OF EAGLE LAKE

Cory Coler, Mayor

ATTEST

Dawn Wright, City Clerk

APPROVED AS TO FORM:

Heather R. Maxwell, City Attorney

EXHIBIT A
EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THE SAME ALSO BEING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE AFOREMENTIONED SECTION 7; THENCE NORTH 00°15'06" WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 8, AND THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 1992.22 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE AFOREMENTIONED LOT 75, WAHNETA FARMS; THENCE NORTH 89°40'06" EAST, ALONG SAID EXTENSION AND THE NORTH LINE OF SAID LOT 75, A DISTANCE OF 660.70 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 00°07'26" EAST ALONG SAID EAST LINE, A DISTANCE OF 667.66 FEET TO THE CENTERLINE OF THAT PLATTED, UNOPENED RIGHT-OF-WAY LYING NORTH OF THE AFOREMENTIONED LOT 79; THENCE NORTH 89°40'41" EAST ALONG SAID CENTERLINE, A DISTANCE OF 661.86 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF THE AFORESAID LOT 79; THENCE SOUTH 00°12'51" EAST ALONG SAID EXTENSION AND THE SAID EAST LINE OF LOT 79, A DISTANCE OF 674.79 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF THE AFOREMENTIONED LOT 101; THENCE NORTH 89°52'46" EAST ALONG SAID SOUTH LINE OF THE NORTH 15.00 FEET OF LOT 101, A DISTANCE OF 659.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 101; THENCE SOUTH 00°41'43" EAST ALONG THE EAST LINE OF SAID LOT 101, A DISTANCE OF 655.14 FEET TO THE SOUTH BOUNDARY OF THE AFOREMENTIONED NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89°53'50" WEST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 665.40 FEET TO THE EAST LINE OF THE AFOREMENTIONED LOT 1, J.A. JOHNSON'S SUBDIVISION; THENCE SOUTH 00°19'33" EAST ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF THE AFOREMENTIONED LOT 4 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 605.95 FEET TO A POINT WHICH LIES 54.58 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE DEPARTING SAID EAST LINE, SOUTH 24°19'20" WEST, A DISTANCE OF 59.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4 AT A POINT WHICH LIES 25.00 FEET WEST OF THE AFOREMENTIONED SOUTHEAST CORNER OF LOT 4; THENCE SOUTH 89°53'44" WEST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 3 OF J.A. JOHNSON'S SUBDIVISION, A DISTANCE OF 1295.69 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE AFOREMENTIONED LOT 108 OF WAHNETA FARMS; THENCE SOUTH 00°11'56" EAST ALONG THE EAST LINE OF SAID LOT 108, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID LOT 8; THENCE NORTH 89°53'07" WEST ALONG SAID SOUTH LINE OF THE NORTH 50 FEET, A DISTANCE OF 645.01 FEET TO THE WEST LINE OF THE EAST 645 FEET OF THE NORTH 50 FEET OF SAID LOT 108; THENCE NORTH 00°11'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF SAID LOT 108 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 107, WAHNETA FARMS; THENCE NORTH 89°53'07" WEST ALONG THE SOUTH LINE OF SAID LOT 107 AND THE SOUTH LINE OF THE AFOREMENTIONED LOT 106, A DISTANCE OF 50.61 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 106, NORTH 00°07'56" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°53'07" WEST, 20.00 FEET NORTH OF AND PARALLEL TO THE AFORESAID SOUTH LINE OF LOT 106, A DISTANCE OF 195.93 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF EAGLE LAKE LOOP ROAD AS RECORDED IN MAP BOOK 4, PAGE 223 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.) NORTH 40°28'10" WEST, 77.36 FEET; THENCE 2.) NORTH 44°06'55" WEST, 109.56 FEET; THENCE 3.) NORTH 45°00'53" WEST, 100.56 FEET; THENCE 4.) NORTH 48°32'46" WEST, 100.10 FEET; THENCE 5.) NORTH 50°22'41" WEST, 100.01 FEET; THENCE 6.)

NORTH 53°15'12" WEST, 102.85 FEET; THENCE 7.) NORTH 61°07'59" WEST, 4.86 FEET TO THE WEST LINE OF THE AFORESAID LOT 106 OF WAHNETA FARMS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°01'42" EAST ALONG THE WEST LINE OF SAID LOT 106 AND THE WEST LINE OF THE AFOREMENTIONED LOT 105, A DISTANCE OF 908.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 105; THENCE SOUTH 89°39'01" EAST ALONG THE NORTH LINE OF SAID LOT 105, A DISTANCE OF 654.79 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°06'38" EAST ALONG THE EAST LINE OF SAID LOT 105, A DISTANCE OF 663.31 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°34'42" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 7, A DISTANCE OF 668.79 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING: 108.77 ACRES, MORE OR LESS.

PETITION TO ESTABLISH EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

SUBMITTED BY:

KE LAW GROUP, PLLC
Roy Van Wyk, Esq.
Florida Bar No. 631299
roy@kelawgroup.com
Post Office Box 6386
Tallahassee, Florida 32314
Attorney for Petitioner

DECEMBER 27, 2021

CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA

BEFORE THE BOARD OF CITY COMMISSIONERS OF THE CITY OF EAGLE LAKE, FLORIDA

PETITION TO ESTABLISH EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Eagle Hammock of Eagle Lake, LLC, a Florida limited liability company (hereafter "Petitioner"), hereby petitions the City Commission of the City of Eagle Lake, Florida pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a community development district (hereafter "District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District will be located entirely within the City of Eagle Lake, Florida (hereafter "City"). **Exhibit 1** depicts the general location of the project. The proposed District covers 108.77 acres of land, more or less. The legal description that forms the external boundaries of the proposed District along with a depiction of the boundaries is set forth in **Exhibit 2**.

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owner of one hundred percent (100%) of the real property located within the District. Documentation of consent to the establishment of the District is contained in **Composite Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Brent Elliot
Address: 4900 Dundee Rd
 Winter Haven, Florida 33884

Name: Wendy Kerr
Address: 4900 Dundee Road
 Winter Haven, Florida 33884

Name: Halsey Carson
Address: 4900 Dundee Rd
Winter Haven, Florida 33884

Name: Dorothy T. Mobley
Address: 4900 Dundee Rd
Winter Haven, Florida 33884

Name: Branden Eckenrode
Address: 4900 Dundee Road
Winter Haven Florida 33884

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

4. Name. The proposed name of the District is the Eagle Hammock Community Development District.

5. Existing and Future Land Uses. **Exhibit 4** shows the existing use for the lands contained in the proposed District and surrounding areas. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the City's Future Land Use Plan are also depicted in **Exhibit 5**. The proposed land uses for lands contained within the proposed District are consistent with the approved City's Future Land Use Plan.

6. Major Water and Wastewater Facilities. **Composite Exhibit 6** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

7. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in a single phase over a two (2) year period from 2021-2022. **Composite Exhibit 7** describes the estimated

construction timeline and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 7**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC"), prepared in accordance with the requirements of Section 120.541, *Florida Statutes* (2021). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Roy Van Wyk, Esq. whose mailing address is Post Office Box 6386, Tallahassee, Florida 32314, as its authorized agent. See **Exhibit 9** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Roy Van Wyk, Esq.
KE Law Group, PLLC
PO Box 6386
Tallahassee, Florida 32314

10. This petition to establish the Eagle Hammock Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioners respectfully request the City Commission of the City of Eagle Lake, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes* (2021);

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2021);

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes*.

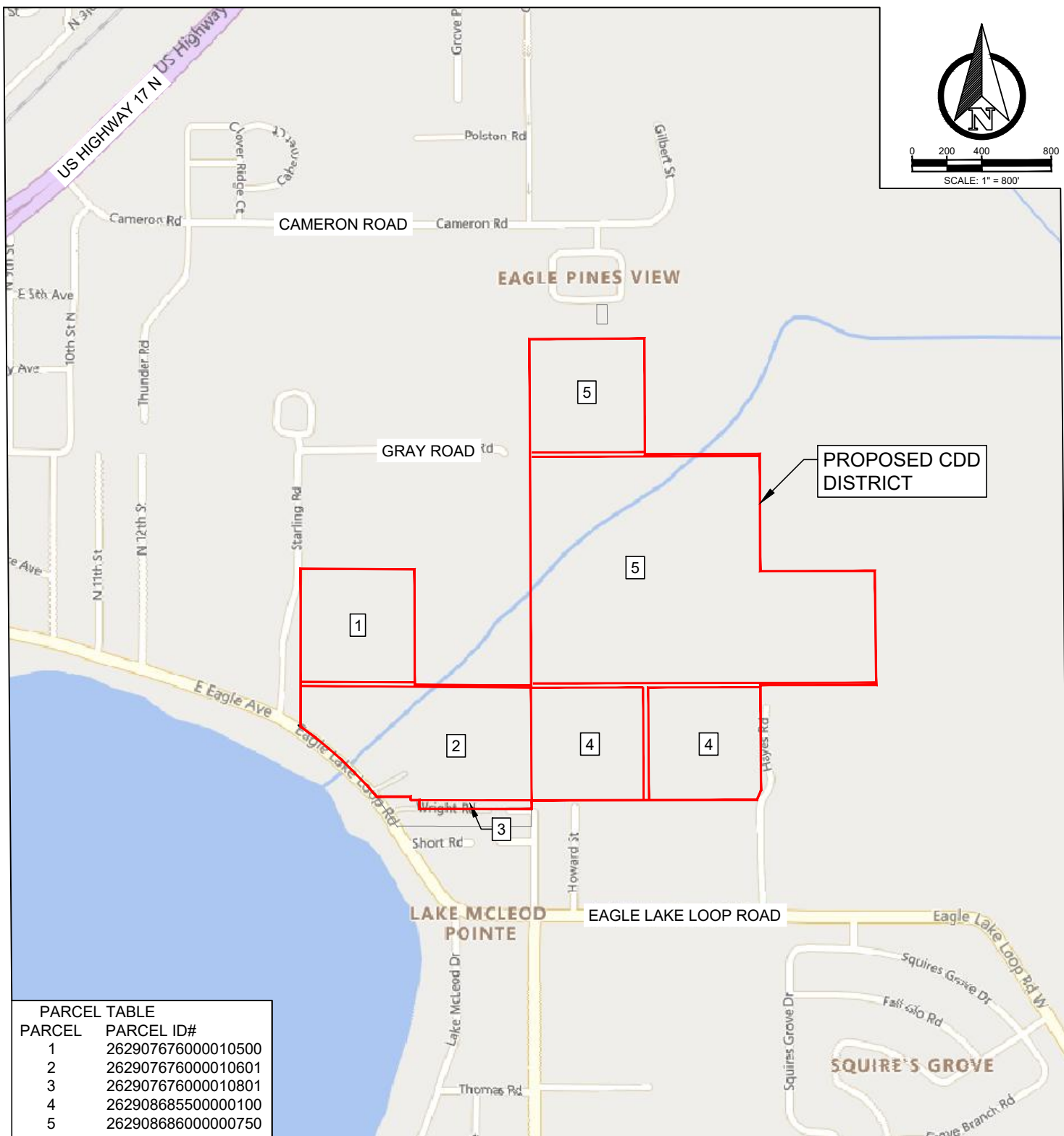
RESPECTFULLY SUBMITTED, this 7th day of January, 2022.

KE LAW GROUP, PLLC

/s/ Roy Van Wyk
Roy Van Wyk, Esq.
roy@kelawgroup.com
Florida Bar No. 631299
KE Law Group, PLLC
PO Box 6386
Tallahassee, Florida 32314
(850) 566-7618 (telephone)
Attorney for Petitioner

EXHIBIT 1

x:\PROJECTS\1185.01 - CENTER STATE DEV - 1000 Oaks\DRAWINGS\ENGINEERING\1185.01 - CDD EXHIBIT.dwg



PARCEL TABLE	
PARCEL	PARCEL ID#
1	262907676000010500
2	262907676000010601
3	262907676000010801
4	262908685500000100
5	2629086860000000750



**GADD
& ASSOCIATES**

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Certificate of Authorization #30194
www.GaddCivil.com

EXHIBIT 1

EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

LOCATION MAP

EXHIBIT 2

LEGAL DESCRIPTION

(BY SURVEYOR)

EAGLE HAMMOCK CDD
POLK COUNTY, FLORIDA
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND CONTAINING ALL OR PARTS OF LOTS 75, 78, 79, 101, 102, 103, 105, 106, 107, AND 108, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF WAHNETA FARMS AS RECORDED IN PLAT BOOK 1, PAGES 82A AND 82B OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND CONTAINING ALL OF LOTS 1, 2, 3, AND 4, AND CERTAIN PLATTED, UNOPENED RIGHTS-OF-WAY AROUND AND BETWEEN SAID LOTS, ALL OF J.A. JOHNSON'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 103, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 108.77 ACRES, MORE OR LESS.

EXHIBIT 2

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

LEGAL DESCRIPTION



EXHIBIT 3

**CONSENT AND JOINDER TO ESTABLISHMENT
OF A COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Eagle Hammock of Eagle Lake, LLC ("Petitioner") intends to submit an application to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of the Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[signatures on following page]

Executed this 4 day of November, 2021.

Signed, sealed and delivered
in the presence of:

Eagle Hammock of Eagle Lake, LLC,
a Florida limited liability company

By: **Center State Development 2, LLC**
Its: Manager

By: **HRB Land Investments, LLC**
Its: Manager

And

By: **RJA Land and Development LLC**
Its: Manager

[Signature]
Print Name: Brent Elliott

[Signature]
By: Harold R. Baxter, as Manager of
HRB Land Investments, LLC

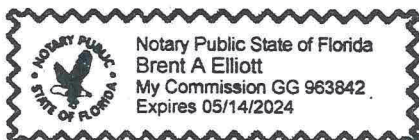
[Signature]
Print Name: Halsey Carson

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me ☒ physical presence or ☐ online
notarization this 4 day of November, 2021, by Harold R. Baxter as Manager of HRB Land
Investments, LLC, Manager of Center State Development 2, LLC, as Manager of Eagle Hammock
of Eagle Lake, LLC, on behalf of the limited liability companies. He is personally known to me or
has produced _____ as identification.

[notary seal]

[Signature]
Print Name: Brent Elliott
Notary Public, State of Florida



{SIGNATURE PAGE CONTINUES}

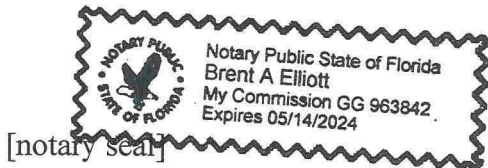
Brent Elliott
Print Name: Brent Elliott

Robert J. Adams
By: Robert J. Adams, as Manager of
RJA Land and Development, LLC

Halsey Carson
Print Name: Halsey Carson

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me ☒ physical presence or ☐ online notarization this 4 day of November, 2021, by Robert J. Adams as Manager of RJA Land and Development, LLC, Manager of Center State Development 2, LLC, as Manager of Eagle Hammock of Eagle Lake, LLC, on behalf of the limited liability companies. He is personally known to me or has produced _____ as identification.



Brent Elliott
Print Name: Brent Elliott
Notary Public, State of Florida

Exhibit A: Property Description

EXHIBIT A

LEGAL DESCRIPTION

(BY SURVEYOR)

EAGLE HAMMOCK CDD
POLK COUNTY, FLORIDA
LEGAL DESCRIPTION

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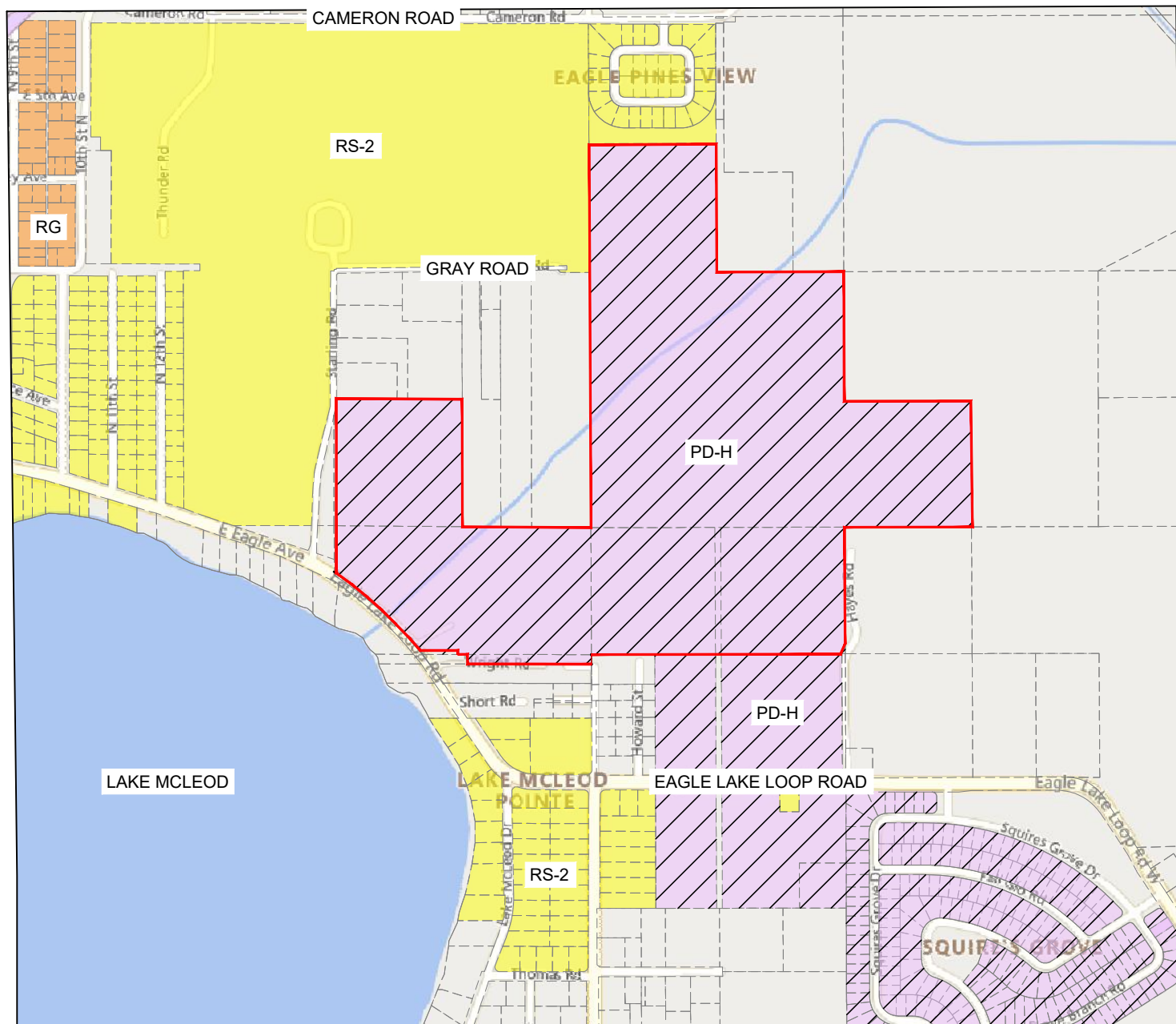
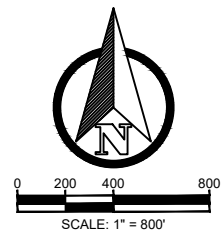
**GADD
& ASSOCIATES**
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1925 US HWY 98 S, SUITE 201
LAKELAND, FL 33801
PHONE: (863) 940-9979
Certificate of Authorization #30194
www.GaddCivil.com

EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT 4



**GADD
& ASSOCIATES**
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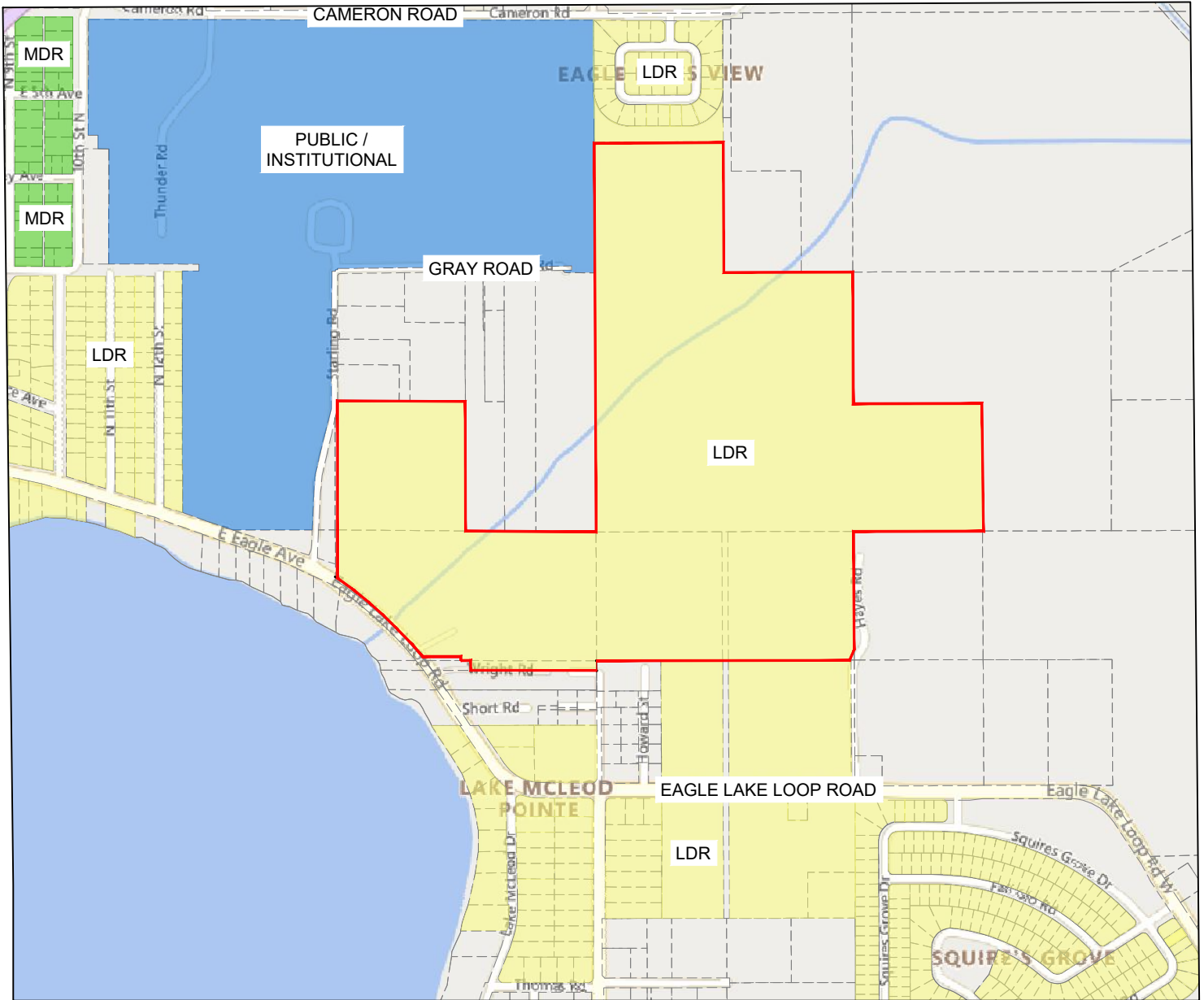
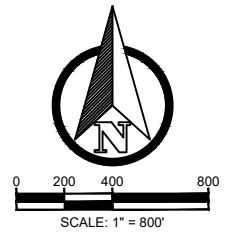
EXHIBIT 4

EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

ZONING MAP

EXHIBIT 5



LEGEND

LDR LOW DENSITY RESIDENTIAL
MDR MID DENSITY RESIDENTIAL



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EXHIBIT 5

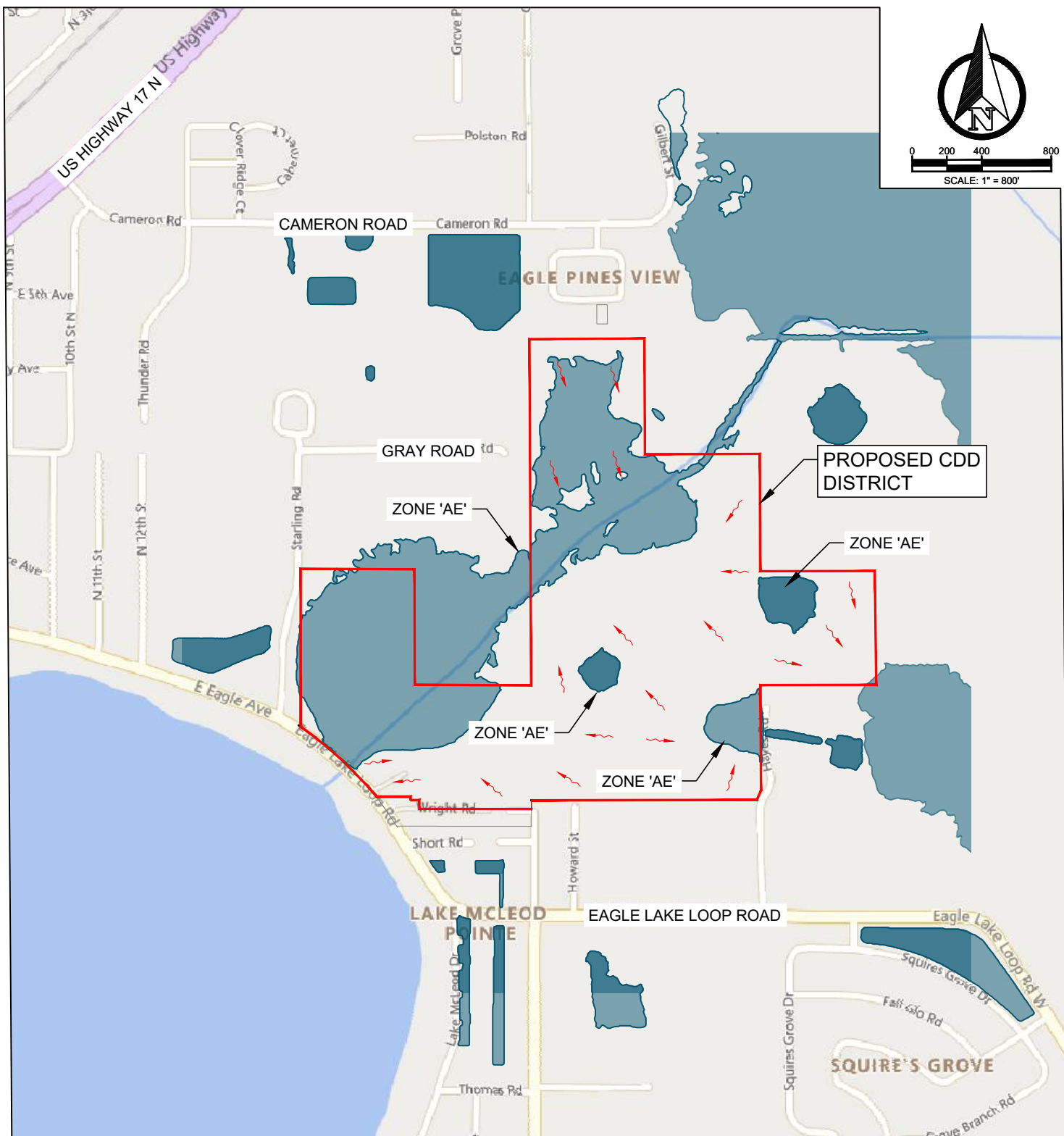
EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

FUTURE LAND USE MAP

COMPOSITE EXHIBIT 6

x:\PROJECTS\1185.01 - CENTER STATE DEV - 1000 Oaks\DRAWINGS\ENGINEERING\1185.01 - CDD EXHIBIT.dwg



LEGEND



FLOW DIRECTION



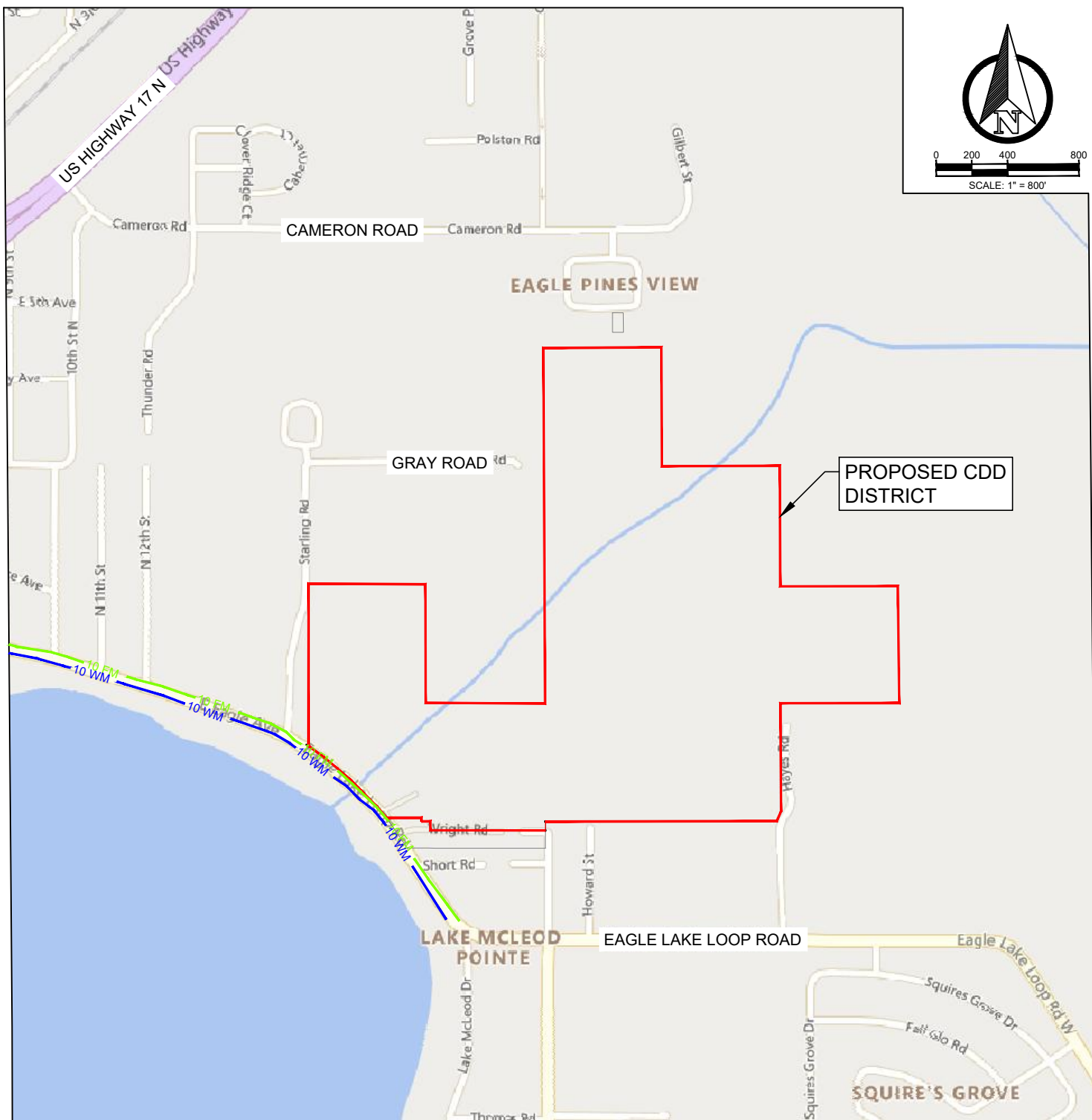
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COMPOSITE EXHIBIT 6

**EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT**

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

DRAINAGE MAP



LEGEND

- 10 WM EXISTING 10" WATER MAIN
- 10 FM EXISTING 10" FORCE MAIN



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COMPOSITE EXHIBIT 6

EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT

1065 EAGLE LAKE LOOP ROAD
EAGLE LAKE, FL 33839

WATER & WASTEWATER MAP

COMPOSITE EXHIBIT 7

Composite Exhibit 7
Eagle Hammock
Community Development District
Summary of Proposed District Facilities

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Offsite Improvements	District	Polk County	District Bonds	Polk County
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Eagle Lake	District Bonds	City of Eagle Lake
Street Lighting/Conduit	District	**District	District Bonds	**District
Onsite Road Construction	District	District	District Bonds	District
Entry Feature & Signage	District	District	District Bonds	District
Parks and Recreational Facilities	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

** Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Tampa Electric Company.

Composite Exhibit 7
Eagle Hammock CDD
SUMMARY OF OPINION OF PROBABLE COSTS

Number of Lots	<u>263</u>
Infrastructure ⁽¹⁾	
Offsite Road Improvements ^{(5) (6)}	\$ 364,250
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$ 1,897,500
Utilities (Water, Sewer, Elect. & Street Lighting) ⁽⁵⁾⁽⁶⁾	\$ 2,076,500
Internal Roadways ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 1,072,500
Entry Feature & Signage ⁽⁶⁾⁽⁷⁾	\$ 200,000
Park and Recreational Facilities ⁽⁶⁾	\$ 550,000
Contingency	\$ 616,075
TOTAL	\$ 6,776,825

Notes:

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and parks and recreational facilities.
2. Excludes grading of each lot both for initial pad construction and in conjunction with home construction, which will be provided by developer or homebuilder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2021 cost
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Tampa Electric for the street light poles and lighting service. Only undergrounding of wire in public right-of-way and on District land is included.
9. Internal Sidewalk shall be constructed along common areas only
10. The improvements will be on land that upon acquisition of the improvements by the District, is owned by, or subject to permanent easement in favor of, the district or another government entity.

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to establish the **Eagle Hammock Community Development District** (the “District”). The proposed District comprises approximately 108.77 acres of land located within the City of Eagle Lake, Florida (“The City”). The project is planned for approximately 263 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

1.2 Overview of the Eagle Hammock Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 108.77 acres.

The Development plan for the proposed lands within the District includes approximately 263 residential units to be constructed in multiple phases. Such uses are authorized for inclusion within the District. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the

rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Eagle Hammock Community Development District is a community designed for approximately 263 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the developer and any other landowner will also be under the jurisdiction of the District.

¹ For the purposes of this SERC, the term “agency” means City of Eagle Lake and the term “rule” means the ordinance(s) which Eagle Lake will enact in connection with the creation of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

City of Eagle Lake

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct

infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the entry feature and signage; master stormwater management system; sewer and water systems; street lighting/conduit; roadway improvements; parks & recreational facilities; and offsite improvements will be financed by the District.

**Table 1.
Summary of Proposed District Facilities**

District Infrastructure	Construction	Ownership	Capital Financing*	Operation and Maintenance
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Eagle Lake	District Bonds	City of Eagle Lake
Street Lighting/Conduit	District	District*	District Bonds	District**
Onsite Road Construction	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County
Entry Feature & Signage	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

*costs not funded by bonds will be funded by the Developer

**Street lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Tampa Electric Company.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately \$6,776,825. The District may issue special assessment bonds or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties only within the District that benefit from the District's capital improvement program

Table 2.
Cost Estimate for District Facilities

<u>Number of Lots</u>	<u>1056</u>
<u>Infrastructure</u>	
Offsite Road Improvements	\$364,250
Stormwater Management	\$1,897,500
Utilities (Water, Sewer, & Street Lighting)	\$2,076,500
Internal Roadways	\$1,072,500
Entry Feature and Signage	\$200,000
Parks and Recreation Facilities	\$550,000
Contingency	\$616,075
Total	\$6,776,825

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a district is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a district is the sole form of governance which allows district landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, a district has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City of Eagle Lake has an estimated population of less than 10,000 according to the most recent federal census (2020). Therefore, the City is defined as a "small" City according to Section 120.52 of the Florida Statutes. However, as noted above, there will be no adverse impact on the City due to the creation of the District. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help make this property developable. Development of the property within the District will increase the value of this property and, consequently, increase the property taxes that accrue to the City. These increased property taxes (along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District) will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - Central Florida, LLC*

EXHIBIT 9

Authorization of Agent

This letter shall serve as a designation of Roy Van Wyk, Esq. and Sarah S. Warren, Esq. whose address is 2016 Delta Boulevard, Suite 101, Tallahassee, Florida 32303, to act as agents for Eagle Hammock of Eagle Lake, LLC, a Florida limited liability company, with regard to any and all matters pertaining to the petition to the City Council of the City of Eagle Lake, Florida to establish a community development district pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Signed, sealed and delivered
in the presence of:

Dated: 11/4/21

Eagle Hammock of Eagle Lake, LLC,
a Florida limited liability company

By: **Center State Development 2, LLC**
Its: Manager

By: **HRB Land Investments, LLC**
Its: Manager

And

By: **RJA Land and Development LLC**
Its: Manager

[Signature]
Print Name: Brent Elliott

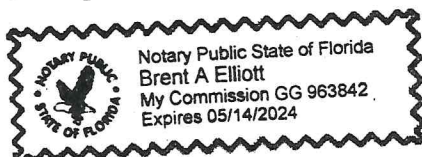
[Signature]
By: Harold R. Baxter, as Manager of
HRB Land Investments, LLC

[Signature]
Print Name: Halsey Carson

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me ☒ physical presence or ☐ online notarization this 4 day of November, 2021, by Harold R. Baxter as Manager of HRB Land Investments, LLC, Manager of Center State Development 2, LLC, as Manager of Eagle Hammock of Eagle Lake, LLC, on behalf of the limited liability companies. He is personally known to me or has produced _____ as identification.

[notary seal]



[Signature]
Print Name: Brent Elliott
Notary Public, State of Florida

Brent Elliott
Print Name: Brent Elliott

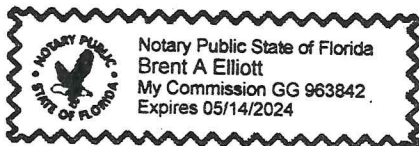
Robert J. Adams
By: Robert J. Adams, as Manager of
RJA Land and Development, LLC

Halsey Carson
Print Name: Halsey Carson

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me ☒ physical presence or ☐ online
notarization this 4 day of November, 2021, by Robert J. Adams as Manager of RJA Land
and Development, LLC, Manager of Center State Development 2, LLC, as Manager of Eagle
Hammock of Eagle Lake, LLC, on behalf of the limited liability companies. He is personally
known to me or has produced _____ as identification.

[notary seal]



Brent Elliott
Print Name: Brent Elliott
Notary Public, State of Florida

BEFORE THE CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
EAGLE HAMMOCK COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Polk

I, Brent Elliott of Eagle Hammock of Eagle Lake, LLC, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Brent Elliott, and I am a representative for the Petitioner, Eagle Hammock of Eagle Lake, LLC.
3. The prepared written, pre-filed testimony consisting of six (6) pages, submitted under my name to the City Commission of the City of Eagle Lake, Florida relating to the establishment of the Eagle Hammock Community Development District ("District") and attached hereto, is true and correct.
4. If I were asked the questions contained in the pre-filed testimony orally at the Eagle Hammock Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.
5. My credentials, experience and qualifications concerning the Petition to Establish the Eagle Hammock Community Development District, its exhibits and the reasons for establishing the District are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the proposed Eagle Hammock Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

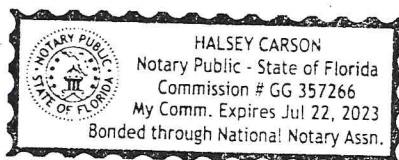
Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

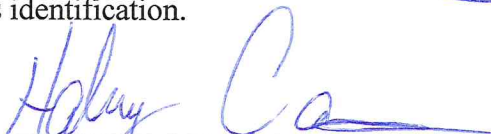
Executed this 17 day of February, 2022.


Brent Elliott

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 of February, 2022, by Brent Elliott, who is personally known to me or who has produced _____ as identification.




(Official Notary Signature & Seal)

Name: Halsey Carson
Personally Known X
OR Produced Identification _____
Type of Identification _____

**TESTIMONY OF BRENT ELLIOTT
FOR EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT**

1. Please state your name and business address.

My name is Brent Elliott. My business address is 4900 Dundee Rd, Winter Haven, Florida 33884.

2. By whom are you employed and in what capacity?

I am the Chief Financial Officer for Eagle Hammock of Eagle Lake, LLC.

3. Briefly summarize your duties and responsibilities.

I am responsible for the oversight of all financial matters related to the company and its subsidiaries.

4. Briefly describe your educational background.

I hold a Masters Degree in Accounting from the University of South Florida and have been a Certified Public Accountant for 21 years.

5. Who is the Petitioner in this proceeding?

The Petitioner is Eagle Hammock of Eagle Lake, LLC ("Petitioner"), which is the business entity that is developing the area identified in the petition ("Petition").

6. Are you familiar with the Petition filed by Petitioner seeking the establishment of a community development district?

Yes.

7. What is the proposed name of the District?

The "Eagle Hammock Community Development District" (the "District").

8. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

9. Are there any changes or corrections to the Petition?

No.

1
2 **10. Are there any other changes or corrections to any of the documents attached to the**
3 **Petition at this time?**

4
5 No.

6
7 **11. Please generally describe each of the documents attached to the Petition.**

8
9 Exhibit 1 consists of a map showing the general location and boundaries of the proposed
10 District, and identifies the identification numbers of those parcels to be included within the
11 proposed District.

12
13 Exhibit 2 is a legal description of the boundaries of the proposed District that was prepared
14 at the direction of the Petitioner.

15
16 Exhibit 3 consists of the landowner's consent to the establishment executed by Eagle
17 Hammock of Eagle Lake, LLC, as owner of the lands to be included within the proposed
18 District. Petitioner has provided written consent of 100% of the fee owner of the lands to be
19 included in the proposed District.

20
21 Exhibit 4 depicts the existing use for the lands contained within the proposed District and
22 surrounding areas.

23
24 Exhibit 5 depicts the future distribution, location and extent of the public and private land
25 uses proposed for the District by the future land use plan element of the City of Eagle Lake's
26 Comprehensive Plan.

27
28 Composite Exhibit 6 depicts the location of major outfall canals and drainage basins for the
29 lands within the proposed District, as well as the location of existing major trunk water
30 mains, reuse water mains and wastewater interceptors within the currently undeveloped
31 lands to be included with the proposed District.

32
33 Comp. Exhibit 7 describes the construction costs and types of facilities the District presently
34 expects to finance, construct, and install, as well as the entities anticipated for future
35 ownership, operation, and maintenance.

36
37 Exhibit 8 is the Statement of Estimated Regulatory Costs prepared by Governmental
38 Management Services-Central Florida, LLC.

39
40 Exhibit 9 is an authorization of agent form that designates KE Law Group, PLLC as the
41 authorized agent of the Petitioner.
42

1 **12. Were these Exhibits attached to the Petition prepared by you or under your**
2 **supervision?**

3
4 Yes.

5
6 **13. Are the contents of the Petition and the Exhibits attached to it and referenced above**
7 **true and correct to the best of your knowledge?**

8
9 Yes.

10
11 **14. Are you familiar with the area that is proposed to be included within the proposed**
12 **District?**

13
14 Yes, I am familiar with the general area and the site specifically.

15
16 **15. Approximately how large is the proposed District in acres?**

17
18 The proposed District covers approximately 108.77 acres, more or less of land.

19
20 **16. What steps were taken with respect to filing the Petition with the City Commission of**
21 **the City of Eagle Lake, Florida (“City”)?**

22
23 On or around December 7, 2021, Petitioner formally submitted the Petition for filing with
24 the City Commission of the City of Eagle Lake, Florida. The Petitioner paid the filing fee
25 of \$15,000.00, in accordance with Section 190.005, *Florida Statutes*.

26
27 On January 28, 2022, Petitioner provided an updated petition revising the Petitioner’s name
28 and Exhibit 8 – the Statement of Estimated Regulatory Costs.

29
30 **17. Has Notice of the Public Hearing been provided in accordance with Section 190.005,**
31 ***Florida Statutes*?**

32
33 The Notice of Public Hearing will be published in the Ledger on the following dates in
34 2022: February 7th, February 14th, February 21st, and February 28th.

35
36 **18. Is the Ledger a newspaper of general circulation in Polk County, Florida?**

37
38 Yes, it is.

39
40 **19. And do you have proof of publication of those notices?**

1 Not at this time, but as soon as we receive the proof of publication at the conclusion of the
2 notice run, we will provide this documentation to the City staff and submit an original proof
3 of publication at the public hearing to establish the proposed District.
4

5 **20. Who are the five persons designated in the Petition to serve as the initial Board of**
6 **Supervisors?**
7

8 The five persons are me, Wendy Kerr, Halsey Carson, Dorothy T. Mobley, and Branden
9 Eckenrode.
10

11 **21. Do you know each of these persons personally?**
12

13 Yes, I do.
14

15 **22. Are each of the persons designated to serve as the initial Board of Supervisors residents**
16 **of the State of Florida and citizens of the United States?**
17

18 Yes, they are.
19

20 **23. Are there residential units planned for development within the proposed District?**
21

22 Yes. There are approximately 263 residential units planned for development within the
23 proposed District.
24

25 **24. Are there residents currently living within the areas to be included within the proposed**
26 **District, and, if so, have they been notified about the creation of the District?**
27

28 No. As of this date, there are no residents living in any of the areas proposed to be included
29 within the boundaries of the proposed District.
30

31 **25. Would you please describe the proposed timetable for development of land within the**
32 **proposed District?**
33

34 The proposed timetable for the construction of infrastructure to develop the land is expected
35 to occur during the period running from 2021 - 2022.
36

37 **26. Would you generally describe the services and facilities you currently expect the**
38 **proposed District to provide?**
39

40 Petitioner presently intends for the District to participate in the acquisition and/or
41 construction of road improvements, entry features and signage, hardscape, landscape,
42 irrigation and fencing, water and sewer facilities, street lighting, stormwater facilities, and
43 parks and recreation amenities. Capital costs of these improvements, including associated

contingencies and professional fees, will be borne by the District. Petitioner's good faith expectation of the costs associated with the acquisition or construction of such improvements is itemized in Composite Exhibit 7 to the Petition.

27. Are these costs expected to include the cost of acquiring land from the developer?

No

28. Do you have an opinion, as someone experienced in development, as to whether the area of land to be included within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?

Yes.

29. What is your opinion?

The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to be developed, with the roadway, drainage, water and sewer, and other infrastructure systems, facilities and services contemplated. The District will operate as one functionally interrelated community.

30. What is the basis for your opinion?

The size of the proposed Eagle Hammock Community Development District is approximately 108.77 acres of land, more or less. Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the District, the acres contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the District will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

31. In general, what financing methods does Petitioner propose that the proposed District use to pay for the anticipated facilities and services?

Petitioner presently expects that the District will finance certain services and improvements through the issuance of tax exempt bonds. The debt issued by the proposed District is expected to be retired by funds from landowners in the form of “non-ad valorem” or “special” assessments on benefitted property within the proposed District. Ongoing maintenance and operational activities are expected to be funded by maintenance special assessments. At present, the Petitioner expects that the proposed District may issue both long and short term bonds that will pay a portion of the cost of these facilities. The short term bonds, and any facilities not financed with a bond issue, will be funded by the developer through conventional bank financing.

32. Who will be responsible for paying the proposed District’s assessments?

Only those property owners, including the developer, within the proposed District will be responsible for paying District assessments.

33. Will these debts of the proposed District be an obligation of the City of Eagle Lake or the State of Florida?

No. Florida law provides that community development district debt cannot become the obligation of a city, a county, or the state without the consent of that government.

34. Why is the Petitioner seeking to have a community development district established for this area?

Districts are an efficient, effective way to provide infrastructure and have become accepted in the marketplace by home buyers.

From our perspective, the establishment of a District is logical for this project. It is a long-term, stable, financially-secure entity. The District is a structured, formal entity, with the legal ability to respond to current and future changes in the circumstances and desires of its residents. This project requires that the landowners within the development must provide for the ownership and maintenance of the roadways and stormwater management system. A District is the best mechanism for the perpetual maintenance and operation of such improvements. Under Florida law, the District has access to the county tax collection mechanisms, which helps ensure that assessments will be collected and that the facilities will be maintained. In that sense, to us, it is preferable to a property owners’ association.

In addition, the District has the financial capability to assist in the provision of necessary capital improvements sooner than might otherwise be the case. The City of Eagle Lake, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety, and general property value enhancement.

35. Does this conclude your testimony?

1
2 Yes.
3

IN RE: PETITION TO ESTABLISH THE
EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT

6. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

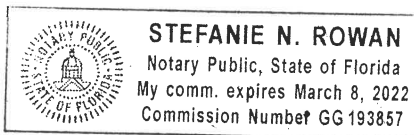
Executed this 18 day of FEBRUARY, 2022.

R. Gadd
Rodney Gadd, P.E.

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 of February, 2022, by Rodney Gadd, who is personally known to me or who has produced _____ as identification.

Stefanie N. Rowan
(Official Notary Signature & Seal)



Name: Stefanie Rowan
Personally Known ☒
OR Produced Identification _____
Type of Identification _____

1 **TESTIMONY OF RODNEY GADD FOR ESTABLISHMENT OF**
2 **EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT**
3

4 **1. Please state your name and business address.**

5
6 Rodney Gadd, 1925 US Highway 98 S., Suite 201, Lakeland, Florida 33801.
7

8 **2. By whom are you employed and in what capacity?**
9

10 Gadd & Associates, LLC; Civil Engineer.
11

12 **3. How long have you held that position?**
13

14 I have held this position for over 8 years.
15

16 **4. Does your firm, Gadd & Associates, LLC represent Eagle Hammock of Eagle Lake,**
17 **LLC (“Petitioner”)?**
18

19 Yes. My firm serves as Design Engineer of Record.
20

21 **5. Please give your educational background, with degrees earned, major areas of study**
22 **and institutions attended.**
23

24 I earned my bachelor’s degree in Civil Engineering (2005) and my master’s degree in
25 civil engineering (2008) from the University of South Florida. I became a registered
26 professional engineer in 2010.
27

28 **6. Do you have any professional licenses, registrations, or certifications?**
29

30 Yes, I am registered as a Professional Engineer in the State of Florida (PE License #
31 70875).
32

33 **7. Have you been involved in any developments of the type and nature similar to those**
34 **in the proposed Eagle Hammock Community Development District (“District”)?**
35

36 I have over 17 years of Civil Engineering experience. I am the Engineer of Record for
37 large master planned communities, large and small residential developments, commercial
38 and industrial developments, public roadways, and recreational projects.
39

40 **8. Are you familiar with the Petition (“Petition”) filed by Petitioner with the City**
41 **Commission of the City of Eagle Lake, Florida on or around December 27, 2021, as**
42 **updated on January 28, 2022, seeking the establishment of the proposed District?**
43

1 Yes. My firm assisted the Petitioner with the preparation of some of the exhibits filed
2 with the Petition.

3
4 **9. Are you familiar with those parcels of land proposed to be included in the District**
5 **that are located within the City of Eagle Lake, Florida (“City”)?**

6
7 Yes, I am.

8
9 **10. Are you generally familiar with the geographical area, type, and scope of**
10 **development and the available services and facilities in the vicinity of the proposed**
11 **District?**

12
13 Yes, I am.

14
15 **11. Which documents did you prepare or have others prepare under your supervision?**

16
17 Exhibits 1, 2, 4, 5, and Composite Exhibits 6 and 7.

18
19 **12. Do any of those exhibits require any change or correction?**

20
21 Not to my knowledge.

22
23 **13. Are Exhibits 1, 2, 4, 5, and Composite Exhibits 6 and 7 to the Petition true and**
24 **correct?**

25
26 Yes, to the best of my knowledge.

27
28 **14. In general, what do Exhibits 1, 2, 4, 5, and Composite Exhibits 6 and 7 to the**
29 **Petition demonstrate?**

30
31 These exhibits demonstrate the general location and nature of the proposed
32 improvements, as well as legal descriptions of the proposed District boundaries. They
33 also described the types of facilities, future ownership, operation and maintenance, and
34 the estimated costs of construction.

35
36 **15. What capital facilities are presently expected to be provided by the District?**

37
38 At present, the District is expected to provide offsite improvements, stormwater
39 management, utilities (water, sewer, reclaim and street lighting), roadway improvements,
40 entry features and signage, and parks and amenities.

41
42 **16. Based upon your training and experience as an engineer, do you have an opinion as**
43 **to whether the proposed District is of sufficient size, compactness, and sufficient**

1 **contiguity to be developed as a functional interrelated community?**

2
3 Yes. Based on my experience, the proposed District is of sufficient size, compactness,
4 and contiguity to be developed as a one functional interrelated community.

5
6 **17. What is the basis for your opinion?**

7
8 For many reasons the proposed District facilities can be provided in an efficient,
9 functional and integrated manner.

10
11 First, there are sufficient, significant infrastructure needs for the area within the proposed
12 District to allow development as a functionally interrelated community.

13
14 Second, the specific design of the community allows infrastructure to be provided in a
15 cost-effective manner. The land included within the proposed District area is contiguous,
16 which facilitates an efficient and effective planned development.

17
18 Third, the provision of services and facilities through the use of one development plan
19 provides a contiguous and homogenous method of providing services to lands throughout
20 the District.

21
22 **18. In your opinion, you said the proposed District is sufficiently compact and**
23 **contiguous to be developable as a functionally interrelated community. Would you**
24 **please explain what you mean when stating that the proposed District is of sufficient**
25 **compactness?**

26
27 The District will encompass approximately 108.77 acres, more or less and will provide a
28 range of residential and residential-support land uses that require the necessary elements
29 of infrastructure including roadways, potable water systems, wastewater systems, surface
30 water management systems, landscape and entry monumentation, parks and recreational
31 facilities and other improvements described in the Petition. The proposed District will
32 have sufficient overall residential density to require all the above-mentioned necessary
33 elements of infrastructure of a comprehensive community. These facilities and services
34 require adequate planning, design, financing, construction, and maintenance to provide
35 the community with appropriate infrastructure. The preferred method of developing land,
36 especially for higher density residential uses, is for the development to be spatially
37 compact. This augments the District's ability to construct and maintain improvements,
38 and provide services, in a cost-efficient manner.

39
40 The lands within the proposed District will be developed in one phase within the
41 boundaries of the proposed District as shown in the Petition. All the lands will share a
42 common recreational element(s).
43

1 **19. Can you provide an example of a service or facility and explain why a CDD is a**
2 **preferred alternative for long-term operation and maintenance?**
3

4 Yes. A good example would be a stormwater management system. Both a CDD and a
5 homeowner association are permitted to operate and maintain such systems under
6 applicable Southwest Florida Water Management District ("SWFWMD") rules.
7 However, SWFWMD rules generally require homeowners' associations to provide
8 significantly more information and documentation before the SWFWMD. This additional
9 information is required to ensure that the association has the financial, legal, and
10 administrative capability to provide for long-term maintenance of the stormwater
11 management system. Such documentation generally must (1) indicate that the association
12 has the power to levy assessments; (2) mandate that the association will operate and
13 maintain such systems; and (3) provide that the association cannot be dissolved until
14 another entity is found to maintain the system.
15

16 In comparison, a CDD is a perpetual local government unit, which by law has the
17 requisite assessment authority, including the ability to collect such assessments on the
18 county tax roll. Thus, a CDD generally must simply provide a letter to the SWFWMD
19 stating that the CDD will accept operation and maintenance responsibility. All things
20 being equal, a CDD is preferred over a homeowners' or property owners' association for
21 operation and maintenance of a stormwater management system.
22

23 **20. Does the establishment of the District obviate the need for local land development**
24 **regulations, ordinances or plans?**
25

26 No. Section 190.004 of the *Florida Statutes* explicitly provides that the establishment of
27 a CDD does not in any way impact or change the applicability of any governmental
28 planning, environmental and land development laws, regulations, and ordinances. A CDD
29 cannot take any action that is inconsistent with the comprehensive plan, code of
30 ordinances or regulations of the city or county within which it is located.
31

32 **21. Based on your experience, do you have an opinion as to whether the services and**
33 **facilities to be provided by the proposed District will be incompatible with the**
34 **capacities and uses of existing local and regional community facilities and services?**
35

36 Yes. It is my opinion that the proposed services and facilities of the proposed District
37 will not be incompatible with the capacity and uses of existing local or regional
38 community development services and facilities.
39

40 **22. What is the basis for your opinion?**
41

42 Currently, none of the planned infrastructure improvements that the proposed District
43 plans to provide exist on the subject property in a manner which is useful to the proposed

development. Each of the elements of infrastructure for the necessary services and facilities will connect into the existing, surrounding systems according to criteria, review and approval of the existing operational entity; there will be no incompatibility issues.

23. Based on your experience, do you have an opinion as to whether the area to be included within the proposed District is amenable to being served by a separate special district government?

Yes. In my opinion, and to the best of my knowledge, the area identified in the petition is amenable to being served by a separate special district government.

24. What is the basis for your opinion?

The proposed District is limited in purpose and the infrastructure improvements to be provided by the proposed District are limited in scope. This infrastructure is expected to directly benefit the development and may be adequately served by a special district government. In addition, special district governance provides a mechanism whereby long-term maintenance obligations can be satisfied by the persons primarily using the facilities and services.

25. Do you have an opinion, as someone experienced in land planning, as to whether the proposed District is a viable alternative for delivering community services and facilities to the areas that will be served by the proposed District?

Yes. It is my opinion that the proposed District is a viable alternative for providing the proposed services and facilities to the land to be included within the proposed District.

26. What are the alternatives contemplated in rendering this opinion?

There would be two alternatives to the establishment of the proposed District. First, to facilitate economic development, accommodate new growth, and provide new services, the City could perhaps provide the selected facilities. The second alternative would be for the developer or property owners' association (POA) to provide the infrastructure using private financing.

27. How does the proposed District compare to these alternatives?

By comparison of the alternatives referenced above, from a planning perspective, the proposed District is the best alternative available to provide the necessary infrastructure improvements. As a special-purpose "local government," the proposed District is a stable, long-term public entity capable of constructing, maintaining and managing the proposed elements of infrastructure of the necessary facilities and services. The limited purpose and scope of the District, combined with the statutory safeguards in place, such as notice

1 of public hearings and access to district records, would ensure that the proposed District
2 is responsive to the infrastructure needs of the proposed District. The proposed District
3 would be able to obtain low-cost financing to provide the necessary improvements and
4 then impose special or non-ad valorem assessments upon the property owners within the
5 District to fund the infrastructure.

6
7 Only a CDD allows for the independent financing, administration, operations and
8 maintenance of the land within the District. Only a CDD allows district property owners,
9 and eventually residents, to completely control the district board and, therefore, the
10 timing and extent of infrastructure improvement and maintenance. Knowing when, where
11 and how infrastructure will be needed to service the projected population of an area
12 allows for the smooth delivery of those facilities. The proposed District exceeds other
13 available alternatives at focusing attention to when and where and how the next system of
14 infrastructure will be required for this specific area. This results in a full utilization of
15 existing facilities before new facilities are constructed. It reduces the delivered cost to the
16 citizens being served. All other alternatives do not have these characteristics.

17
18 **28. In the course of your work in Florida, have you had an opportunity to work with the**
19 **State Comprehensive Plan found in Chapter 187, *Florida Statutes*?**

20
21 Yes. In the course of producing planning documents for private development proposals, I
22 have often referred to the State Comprehensive Plan.

23
24 **29. In the course of your work in Florida, have you had an opportunity to review local**
25 **government comprehensive plans?**

26
27 Yes. In fact, I have reviewed the City of Eagle Lake Comprehensive Plan in the course
28 of my work.

29
30 **30. At this point, I will ask you to address certain matters that are related to land use**
31 **and comprehensive planning. Are you familiar with the development approvals that**
32 **have been obtained or are being sought by the Petitioner to govern the lands within**
33 **the proposed District?**

34
35 Yes, I am.

36
37 **31. Based upon your training and experience as a civil engineer specializing in land**
38 **development, do you have an opinion as to whether the proposed District is**
39 **inconsistent with any portion or element of the State Comprehensive Plan found in**
40 **Chapter 187, *Florida Statutes*?**

41
42 Yes.

1 **32. What is that opinion?**

2
3 In my professional opinion, the proposed District is not inconsistent with the applicable
4 provisions of Chapter 187, *Florida Statutes*.
5

6 **33. What is the basis for your opinion?**

7
8 I have reviewed, from a planning perspective, applicable portions of the State
9 Comprehensive Plan which relate to CDDs. The State Comprehensive Plan “provides
10 long-range policy guidance for the orderly social, economic, and physical growth of the
11 state.” The State Comprehensive Plan provides twenty-five (25) subjects, and numerous
12 goals and policies. Three subjects are particularly relevant, from a planning perspective,
13 to the establishment of CDDs: No. 15 - Land Use, No. 17 – Public Facilities, and No. 25 -
14 Plan Implementation. Several of the policies and goals are particularly supportive of the
15 establishment of the proposed District.
16

17 **34. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment**
18 **of the proposed District?**

19
20 This goal recognizes the importance of enhancing the quality of life in the State of
21 Florida and attempts to do so by ensuring that development is located in areas that have
22 fiscal abilities and service capacity to accommodate growth. CDDs are designed to
23 provide services and facilities in a fiscally responsible manner to areas which can
24 accommodate development. The proposed District is consistent with this goal because it
25 will continue to have the fiscal capability to provide a range of services and facilities to a
26 population in a designated growth area.
27

28 **35. Are any of the policies under subject No. 15 relevant?**

29
30 Yes. Policy 1 promotes efficient development activities in areas which will have the
31 capacity to service new populations and commerce. The proposed District will be a
32 vehicle to provide high quality services in an efficient and focused manner over the long
33 term.
34

35 **36. What is Subject 17 and why is it relevant?**

36
37 Subject 17 addresses public facilities. The goal is to finance new facilities in a timely,
38 orderly and efficient manner. In particular, Policy 3 states that the cost of new public
39 facilities should be allocated to existing and future residents on the basis of the benefits
40 received. Policy 6 also encourages the identification and implementation of innovative
41 but fiscally sound and cost-effective techniques for financing public facilities.
42 Establishment of the proposed District will further this goal and related policies.
43

1 **37. Why is subject No. 25, the other subject you mentioned, relevant to the**
2 **establishment of the proposed district?**

3
4 Subject No. 25 addresses Plan Implementation. This goal requires that systematic
5 planning capabilities be integrated into all levels of government throughout the state, with
6 particular emphasis on improving inter-governmental coordination and maximizing
7 citizen involvement. The proposed District will operate through a separate and distinct
8 Board of Supervisors who will systematically plan the construction, operation and
9 maintenance of public improvements and community facilities authorized under Chapter
10 190, *Florida Statutes*, subject to and not inconsistent with the local government
11 comprehensive plan and land development regulations. Further, meetings held by the
12 Board of Supervisors are publicly advertised and open to the public.

13
14 **38. Are there any relevant policies in this portion of the State Comprehensive Plan?**

15
16 Yes. Policy 6 encourages public citizen participation at all levels of policy development,
17 planning and operations. Under Chapter 190, *Florida Statutes*, six (6) years after the
18 establishment of a CDD, and after two hundred and fifty (250) electors reside in the
19 CDD, the election of the Board of Supervisors begins to transition from a landowner-
20 elected Board to a resident-elected Board. Regardless of whether the board is elected by
21 the landowners or the residents, the District must convene its meetings in accordance
22 with government in the sunshine provisions set forth in Chapter 286, *Florida Statutes*.
23 This encourages citizen participation in the planning and operational activities of the
24 District.

25
26 **39. Based upon your training and experience as a land development engineer, do you**
27 **have an opinion as to whether establishment of the proposed District is inconsistent**
28 **with any portion or element of the Comprehensive Plans of the City?**

29
30 Yes, I do.

31
32 **40. What is that opinion?**

33
34 In my professional opinion, the establishment of the proposed District is not inconsistent
35 with any applicable provisions of the City's Comprehensive Plan.

36
37 **41. What is the basis for that opinion?**

38
39 Since Chapter 190, *Florida Statutes*, prohibits any community development district from
40 acting in a way inconsistent with the local government's comprehensive plan, the
41 exercising of any power must be done with the comprehensive plan in mind. Any
42 construction activities of the District will require City permitting review under
43 established procedures. Therefore, the use of those powers granted to the District does

1 not make it inconsistent with the City of Eagle Lake's Comprehensive Plan. In addition,
2 the following elements of the City of Eagle Lake's Comprehensive Plan generally relate
3 to and are consistent with establishment of the proposed District.
4

5 Development Policies

- 6 • Future Land Use Element
- 7 • Conservation Future Land Use
- 8

9 Public Facilities Policies – The District will have both the funding source
10 and the authority to provide needed infrastructure and services to this
11 compact, urban growth including:

- 12 • Infrastructure Element - Sanitary Sewers, Storm-water
13 Management, Potable water
- 14 • Recreation and Open Space Element
- 15

16 Implementation Policies

- 17 • Intergovernmental Coordination Element
- 18 • Capital Improvements Element
- 19

20 It is my opinion, therefore, that with respect to the establishment of the proposed District,
21 the proposed District will not be inconsistent with any applicable element or portion of
22 the Capital Improvements Element.
23

24 **42. Does this conclude your testimony?**

25
26 Yes, it does.
27

IN RE: PETITION TO ESTABLISH THE
EAGLE HAMMOCK COMMUNITY
DEVELOPMENT DISTRICT

5. My credentials, experience, and qualifications concerning my work as a special district manager and financial advisor are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial and operational aspects related to the Petition to Establish the Eagle Hammock Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 18th day of February, 2022.

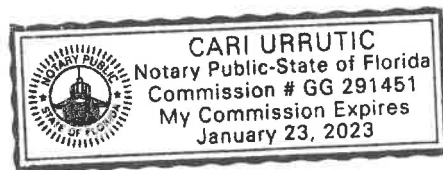

Jillian Burns

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th of February, 2022, by Jillian Burns, who is personally known to me or who has produced _____ as identification.


(Official Notary Signature & Seal)

Name: Jillian Burns
Personally Known x
OR Produced Identification _____
Type of Identification _____



**TESTIMONY OF JILLIAN BURNS FOR THE
EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT
ESTABLISHMENT**

1. Please state your name and business address.

My name is Jillian Burns. My business address is 219 East Livingston Street, Orlando, Florida 32801.

2. By whom are you employed and in what capacity?

I am with Governmental Management Services-Central Florida, LLC ("GMS"), and serve as District Manager and assessment administration for community development districts.

3. Please briefly summarize your duties and responsibilities.

GMS provides management consulting services to community development districts and the real estate industry, including general management, accounting, recording, secretarial services, field services and assessment administration. GMS currently serves as the district manager for over one hundred and fifty (150) community development districts ("CDDs") in the State of Florida.

4. Do you work with both public and private sector clients?

GMS primarily works for public entities providing district management services. However, we are retained, from time to time, by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

I have fifteen (15) years of experience in providing management to special districts in the State of Florida. I previously worked for Fishkind & Associates, Inc. as a District Manager for over 12 years prior to my employment at GMS. I have extensive knowledge of special districts, governmental budgeting and finance issues, and the development process.

6. Will your firm, Governmental Management Services-Central Florida, LLC, represent the Eagle Hammock Community Development District ("District")?

Yes. GMS will serve as District Manager and assessment administrator.

7. Please describe your educational background.

I have a bachelor's degree from University of Central Florida.

1 **8. Please describe your work with community development districts in Florida.**

2
3 Through GMS, the clients I serve are both resident-elected and landowner-elected CDDs,
4 depending on the stage in the life of the development. I assist the various Boards of
5 Supervisors and residents by managing the accounting, official recordkeeping, and
6 operations and management of the assets acquired or constructed by the CDD. I have
7 provided management and assessment administration services to over forty (40) active CDDs
8 across Florida.
9

10 **9. Are any of these community development districts that you have worked with about the**
11 **same size as the proposed Eagle Hammock Community Development District in the**
12 **City of Eagle Lake, Florida (“City”)?**
13

14 Yes.
15

16 **10. What has been your role with respect to the proposed Eagle Hammock Community**
17 **Development District establishment proceeding?**
18

19 I serve as an assessment, economic, and management consultant relating to the establishment
20 of the proposed District. Specifically, I assisted in preparation of Petition Exhibit 8, the
21 Statement of Estimated Regulatory Costs (“SERC”).
22
23

24 **DISTRICT MANAGEMENT**
25

26 **11. At this point, I will ask you to address certain matters that are related to community**
27 **development district management. Please describe the general manner in which a**
28 **community development district actually operates.**
29

30 Community development districts are governed by a five-member board of supervisors.
31 These board members are initially appointed by the establishment entity in its ordinance.
32 Within 90 days of the establishment of the district, a new board is elected by the landowners
33 in the district. The Board is the governing body of the district. The Board employs a district
34 manager, who supervises the district’s services, facilities, and administrative functions. The
35 Board annually considers and, after public notice and hearing, adopts a budget. The district
36 submits a copy of the proposed budget to the applicable local general-purpose government
37 for review and for optional comment prior to its adoption each year.
38

39 **12. Are there requirements, such as the open meetings and public records laws, imposed**
40 **upon community development districts in order to safeguard the public that are similar**
41 **to those imposed upon other general purpose local governments?**
42

43 Yes, there are.
44

45 **13. Please describe these requirements and safeguards.**

1
2 First, it is important to note that the establishment of a CDD does not change any
3 requirements for local general purpose governmental approval of construction within the
4 district. Any land development requirements and all state and local development regulations
5 still apply.
6

7 Second, members of the CDD Board of Supervisors must be residents of Florida and citizens
8 of the United States. After the Board shifts to being elected by the resident electors of the
9 district the supervisors must also be residents and electors of the district. Board members
10 must annually file the same financial disclosure forms required by other local officials. All
11 meetings of the CDD Board of Supervisors are open to the public and are subject to the
12 government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore, the
13 District's records must be open for public inspection in accordance with the Florida law
14 governing public records.
15

16 Next, the district must provide financial reports to the state in the same form and manner as
17 is required of all other political subdivisions. The CDD is annually audited by an
18 independent certified public accountant. As I said before, the CDD budget is adopted
19 annually by the board after a public hearing. All rates, fees, and charges imposed by the
20 district must be adopted pursuant to Chapter 120, *Florida Statutes*.
21

22 Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197, a
23 CDD must provide published and mailed notice to those who are assessed providing them
24 opportunity to appear before the Board of Supervisors and have an opportunity to comment
25 on the advisability of the assessments. That assessment process entails preparation of an
26 assessment methodology that fairly and equitably allocates the cost of the district's projects.
27

28 **14. Please describe in general terms how a CDD operates financially, both on a day-to-day**
29 **and a long-term basis.**
30

31 In the early stages, particularly when a CDD is first formed, the CDD's operating funds may
32 be funded by a "Funding Agreement" between the CDD and the landowner/developer in lieu
33 of assessments that the CDD might have imposed on property within the CDD.
34

35 In order to provide long term financing of capital projects, CDDs often issue bonds. All
36 bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over a
37 period of more than five years must be validated and confirmed by court decree pursuant to
38 Chapter 75, *Florida Statutes*. The district also may borrow funds on a long or short-term
39 basis.
40

41 Debt may be retired by the District through non ad valorem or special assessments imposed
42 on benefited properties, or rates, fees, and charges imposed on users of district facilities and
43 services. By law, debt of the District cannot become debt of any other government (city,
44 county or state), without that government's consent.
45

1 **15. What alternatives, other than community development districts, are you familiar with**
2 **that might be available to provide community infrastructure for the lands within the**
3 **proposed District?**
4

5 In my opinion there are two alternatives that might provide community infrastructure such as
6 the roads, utilities, drainage, recreation and other improvements contemplated for the
7 proposed district. First, the general-purpose local government could finance the
8 improvements utilizing special assessments and/or general funds. Alternatively, the
9 developer could provide infrastructure through private means, including private financing if
10 available. As discussed later in my testimony, neither of these alternatives is preferable to
11 use of the CDD concept.
12

13 **16. What has been your role with respect to the Petition to Establish the Eagle Hammock**
14 **Community Development District (“Petition”)?**
15

16 I have worked closely with Eagle Hammock of Eagle Lake, LLC (“Petitioner”) and its
17 consultants in determining if a CDD is appropriate for this project. I also supervised the
18 preparation of Exhibit 8 of the Petition, the SERC.
19

20 **17. Do you have an opinion, as someone experienced in district management and**
21 **operations, as to whether the proposed District is the best available alternative for**
22 **delivering community services and facilities to the areas that will be served by the**
23 **District?**
24

25 Yes. For this project, the proposed District is the best alternative available for delivering the
26 proposed services and facilities to the area that will be served. These improvements include,
27 but are not limited to, roadway improvements, street lighting, community recreation and
28 amenity areas, entry features and signage, stormwater management, water and sewer
29 systems.
30

31 **18. What is the basis for your opinion?**
32

33 Looking at the alternatives, the City could finance and manage the improvements utilizing
34 special assessments or general funds. The developer and/or a property owner’s association
35 (“POA”) could provide these facilities as well through private financing.
36

37 In evaluating the alternatives, it is important to consider whether the alternative can provide
38 the best focus, can effectively and efficiently manage and maintain the facilities, and whether
39 the alternative can secure low cost, long term public financing. The City clearly provides the
40 long-term perspective and is a stable and relatively low cost source of financing and provider
41 of services at sustained levels. However, the City has substantial demands over a broad
42 geographical area that places a heavy management delivery load on its staff. In addition, if
43 dependent district financing were used, the City would be responsible for all administrative
44 aspects of the dependent district. The City would have to make time and meetings available
45 for the monthly matters pertaining to the dependent district. By using a dependent district

1 mechanism, the City would be increasing its responsibility and hence liability for the variety
2 of actions that will take place in the development. The City, through the dependent district,
3 would also be the contracting party for all construction contracts, would have to deal with
4 bid issues, enforce performance bonds, and participate in construction arbitration or litigation
5 if necessary. They would deal with delay claims and budget management and all the other
6 challenges that come with being the owner in a public construction project. A district can be
7 created to provide focused attention to a specific area in a cost effective manner. It also
8 allows the City to focus staff time, finances, and other resources elsewhere and does not
9 burden the general body of taxpayers in the City with the debt associated with this growth.

10
11 The other alternative is the use of private means either through a POA or through the
12 developer, or both in combination. This combination can clearly satisfy the high demand for
13 focused service and facilities and managed delivery. However, only a public entity can
14 assure a long term perspective, act as a stable provider of services and facilities, qualify as a
15 lower cost source of financing, and pay for services at sustained levels. POAs lack the
16 ability to effectively finance the improvements. Their ability to assure adequate funds for
17 sustained high levels of maintenance is less than with a CDD.

18
19 Furthermore, neither the developer nor a POA would be required to conduct all actions
20 relating to the provision of these improvements in the “sunshine” as a CDD must, or abide
21 by other public access requirements that are incumbent upon a CDD and its Board of
22 Supervisors. Also, provision and long term operation and maintenance of these
23 improvements, particularly the recreation roadway and drainage activities, by a CDD ensures
24 that residents have guaranteed access to the body or entity making decisions about these
25 facilities, and in fact will one day sit as the five member board making the decisions that
26 impact their community directly.

27
28 A CDD is an independent special purpose unit of local government designed to focus its
29 attention on providing the best long-term service to its specifically benefited properties and
30 residents. It has limited power and a limited area of jurisdiction. The CDD will be governed
31 by its own board and managed by those whose sole purpose is to provide the district long
32 term planning, management, and financing of these services and facilities. This long-term
33 management capability extends to the operation and maintenance of the facilities owned by
34 the CDD. Further, the sources for funding and manner of collection of funds will assure that
35 the CDD facilities will be managed at the sustained levels of quality desired by residents
36 well into the future.

37
38 **19. Do you have an opinion, as someone experienced in district management and**
39 **operations, as to whether the area of land to be included within the proposed District is**
40 **of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable**
41 **as one functional interrelated community?**

42
43 Yes.

44
45 **20. What is your opinion?**

1
2 The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to be
3 developed, with the roadway, drainage, water and sewer, and other infrastructure systems,
4 facilities and services contemplated. The District will operate as one functionally
5 interrelated community.
6

7 **21. What is the basis for your opinion?**
8

9 The size of the proposed District is approximately 108.77 acres, more or less. Based on my
10 previous experience, the proposed District is of sufficient size, compactness, and contiguity
11 to be developed as a functional interrelated community.
12

13 The qualities of compactness, contiguity, and size relate directly to whether an area can
14 become one functional interrelated community. From the standpoint of the provision,
15 management and operation of the community infrastructure expected to be provided by the
16 District, the acres contemplated for inclusion within the District is sufficiently compact,
17 contiguous and of sufficient size to maximize the successful delivery of these infrastructure
18 improvements to these lands. The delivery of services and facilities to the lands within the
19 District will not be hampered by insurmountable barriers or spatial problems. The area
20 within the District is suitably configured to maximize the benefits available from the District
21 services and facilities to be provided.
22

23 **22. Do you have an opinion, as someone experienced in district management and**
24 **operations, as to whether the area that will be served by the proposed District is**
25 **amenable to separate special district government?**
26

27 Yes.
28

29 **23. What is your opinion?**
30

31 The District is of sufficient size, compactness, and contiguity. Therefore, the area to be
32 served by the proposed District is clearly amenable to separate special district governance.
33 The configuration of the District is not unlike other CDDs with which I have worked over
34 time.
35

36 **24. What is the basis for your opinion?**
37

38 Two criteria are needed to evaluate a land area as amenable to separate special district
39 government. One, does the land area have need for the facility and services and will its
40 owners and residents benefit from facilities that the special district could provide? Two, is
41 the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the
42 basis for a functional interrelated community?
43

44 Under both criteria, the CDD is a planned community of sufficient size with a need for the
45 facilities and improvements that are presently expected to be provided by the CDD. As

described in the Petition, the District will construct and maintain certain identified needed facilities and services. In particular, this District will have significant responsibilities for a relatively large amount of drainage and stormwater management to serve the community. Water and sewer improvements constructed by the CDD will be transferred to the City and roadway improvements will be owned and maintained by the CDD. Based on my experience, districts of this size are large enough to effectively provide and manage these services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities.

- 25. Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services and facilities of the proposed District will be incompatible with the capacity and use of existing local and regional community development services and facilities?**

Yes.

- 26. What is your opinion?**

The proposed services and facilities of the proposed District are not incompatible with the capacity and uses of existing local or regional community development services and facilities.

- 27. What is the basis for your opinion?**

Petitioner presently expects the proposed District to finance and construct certain roadway improvements, street lighting, community recreation and amenity areas, entry features and signage, stormwater management, water and sewer systems. None of the facilities expected to be provided by the District presently exist. Ultimately, a district may own and maintain certain of those improvements, such as the recreation improvements and roadways, and the City, or other governmental entities, may own and maintain others. There will be no overlap or incompatibility because the facilities and improvements expected to be provided by the proposed District do not exist today.

ECONOMICS AND FINANCING

- 28. You stated earlier that you are familiar with the Petition, and its Exhibits, filed by the Petitioner, to establish the proposed Eagle Hammock Community Development District. Are you particularly familiar with Exhibit 8 to the Petition?**

Yes, Exhibit 8 is the SERC, a requirement of Chapter 190, *Florida Statutes*.

- 29. Have any revisions been made to Exhibit 8 of the Petition, the SERC?**

No.

1
2 **30. What exactly is a "SERC"?**
3

4 The Statement of Estimated Regulatory Costs is actually a requirement under Section
5 120.541(2), *Florida Statutes*, which has been incorporated into the law on establishment of
6 community development districts.
7

8 **31. In general terms, please summarize the economic analyses presented in the SERC.**
9

10 An understanding of the SERC requires the recognition of the scope of review and
11 evaluation for the establishment of a community development district as set out in Chapter
12 190. Section 190.002(2)(d), *Florida Statutes*, states “[t]hat the process of establishing such a
13 district pursuant to uniform general law [must] be fair and based only on factors material to
14 managing and financing the service-delivery function of the district, so that any matter
15 concerning permitting or planning of the development is not material or relevant.” Thus, the
16 scope of the economic analysis included in the SERC addresses only the establishment of the
17 proposed District, and not the planning or development of the property itself.
18

19 The economic analysis sets out the assumptions about the development within the proposed
20 district and the anticipated infrastructure to be provided by it. The analysis addresses each of
21 the potentially affected parties defined in Chapter 120, *Florida Statutes*, and evaluates the
22 impact of the proposed district on each such group.
23

24 The proposed Eagle Hammock Community Development District is a specialized unit of
25 local government. It is a special purpose unit of local government with a single objective:
26 the provision of infrastructure and services for a planned new community. Its economic
27 benefits exceed its economic cost to the Petitioner, the City, and to all subsequent purchasers
28 and landowners of the community - in short, to all affected parties.
29

30 Once the proposed District is established, there are no direct costs to the City. While the
31 proposed District will provide certain reports and budgets to the City for its discretionary
32 review, there are no requirements that either incur any obligations or expense associated with
33 its review. In addition, to the extent the proposed District utilizes the services of the Property
34 Appraiser or Tax Collector under the provisions of Chapter 197, *Florida Statutes*, to collect
35 its assessments, the proposed District must pay the costs associated with those services.
36

37 It is important to note that under Chapter 190, the debt of the proposed District cannot
38 become the debt of the City or the State of Florida. Since the proposed District will be an
39 independent unit of government and issue its own bonds, the proposed District will not have
40 any effect on the bonding capacity of the City or the State of Florida.
41

42 **32. Please describe briefly the data and methodology used in preparing the SERC and**
43 **related analyses.**
44

45 The data for the analysis came from the landowner, other experts working on the Petition,

1 and from the Petition itself. The methodology is standard economic impact assessment.

2
3 **33. From an economic and financial perspective, do you have an opinion regarding the**
4 **financial viability and feasibility of the proposed District?**

5
6 Yes, I do.

7
8 **34. What is that opinion?**
9

10 In my opinion, based on my experience with other districts, the proposed Eagle Hammock
11 Community Development District is expected to be financially viable and feasible.

12
13 **35. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida***
14 ***Statutes*?**

15
16 Yes.

17
18 **36. From an economic and financial perspective, do you have an opinion as to whether the**
19 **proposed District is inconsistent with the State Comprehensive Plan from an economic**
20 **perspective?**

21
22 Yes.

23
24 **37. What is that opinion?**
25

26 It is my opinion the proposed Eagle Hammock Community Development District is not
27 inconsistent with any applicable element or portion of the state comprehensive plan.

28
29 **38. What is the basis for your opinion?**
30

31 I have reviewed, from an economic and financial perspective, the State Comprehensive Plan,
32 particularly those portions that relate to community development districts. The State of
33 Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) “provides long-range policy
34 guidance for the orderly social, economic, and physical growth of the state.” From an
35 economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State
36 Comprehensive Plan are relevant to the establishment of a CDD.

37
38 Subject 15, titled Land Use, recognizes the importance of locating development in areas that
39 have the fiscal abilities and service capacity to accommodate growth. It is relevant because
40 CDDs are designed to provide infrastructure services and facilities in a fiscally responsible
41 manner to the areas that can accommodate development. The establishment of the District
42 will not be inconsistent with this goal because the District will have the fiscal capability to
43 provide the specified services and facilities within its boundaries.

44
45 Subject 17, titled Public Facilities, relates to (i) protecting investments in existing public

1 facilities; (ii) providing financing for new facilities, (iii) allocating the costs of new public
2 facilities on the basis of the benefits received by future residents; (iv) implementing
3 innovative but fiscally sound techniques for financing public facilities; and (v) identifying
4 and using stable revenue sources for financing public facilities. The establishment of the
5 District will further these State Comprehensive Plan Goals and Policies.
6

7 Subject 20, titled Governmental Efficiency, provides that governments shall economically
8 and efficiently provide the amount and quality of services required by the public. The
9 proposed District will be consistent with this element because the proposed District will
10 continue to:

- 11 (i) cooperate with other levels of Florida government;
- 12 (ii) be established under uniform general law standards as specified in Chapter
13 190, *Florida Statutes*;
- 14 (iii) be professionally managed, financed, and governed by those whose property
15 directly receives the benefits;
- 16 (iv) not burden the general taxpayer with costs for services or facilities inside the
17 Eagle Hammock Community Development District; and
- 18 (v) plan and implement cost efficient solutions for the required public
19 infrastructure and assure delivery of selected services to residents.
20
21
22

23 Subject 25, titled Plan Implementation, calls for systematic planning capabilities to be
24 integrated into all levels of government throughout the state, with particular emphasis on
25 improving intergovernmental coordination and maximizing citizen involvement. The
26 proposed District is consistent with this element of the State Comprehensive Plan.
27

28 **39. Based on your work with districts and from an economic and financial perspective, do**
29 **you have an opinion as to whether the area of land that is proposed to be included**
30 **within the proposed District is of sufficient size, sufficient compactness, and sufficient**
31 **contiguity to be developable as one functional interrelated community?**
32

33 Yes.

34 **40. What is your opinion?**
35

36 Based on my previous experience, the proposed District is of sufficient size, compactness,
37 and contiguity to be developed as a functional interrelated community.
38

39 **41. What is the basis for your opinion?**
40

41 The project is compact with land use typical of a planned community. The development of
42
43
44
45

the land has been planned to be a functional interrelated community making the most efficient use of public funds available

42. From a financial perspective, do you have an opinion as to whether the proposed Eagle Hammock Community Development District is the best alternative available for providing the proposed community development services and facilities to the area to be served?

Yes.

43. What is your opinion?

The proposed District is the best alternative to provide community development facilities to the area to be served. This is true for the landowners and the governmental entities for the following reasons.

From the perspective of current and future property owners within the District, the District is the best alternative for providing community facilities, infrastructure, and services. The land development envisioned for the area within the District boundaries will require substantial provision of infrastructure, facilities and services. The CDD is an alternative method to provide these necessary services. The CDD can access the tax-exempt public capital markets and thereby fund these facilities and services at a lower cost than the alternative of developer funding. Furthermore, unlike a property owners association ("POA") the CDD has the power to assess property and collect those assessments along with other property taxes. Therefore, a CDD can fund large capital improvement programs that a POA cannot.

With regard to the operations and maintenance of community facilities and services the CDD is also the best alternative. The CDD is preferable to a POA to future landowners for the following reasons. First, unlike a POA, the CDD collects funds for operations and maintenance directly from assessments collected along with all other property taxes, which is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and it must hold its meetings in the sunshine and bid out its contracts where required by law. A CDD provides control to the landowners much sooner in time than a POA. A CDD is focused on providing the community with services, facilities, and their maintenance in a way the general-purpose government, with its competing interests and broad responsibilities, is not. This level of local control serves the best interests of property owners in the CDD.

From the perspective of the State of Florida, the City, and the Water Management District, a CDD is the best alternative for providing community facilities and their operations and maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD is a more powerful and more responsive organization for providing and maintaining infrastructure and services. Second, without a CDD the City may have to assume greater responsibility for construction, operations, and maintenance of community facilities and services. Even if the City formed a dependent district to provide community facilities and

1 services to the area to be served by the CDD, and charged appropriately for these services,
2 the City would be enmeshed in the responsibilities and in the management of those facilities.
3 Furthermore, without a CDD the City cannot be assured that only residents of the area to be
4 served by the CDD would bear the full costs of the needed facilities and services.
5

- 6 **44. From an economic and financial perspective, do you have an opinion as to whether the**
7 **services and facilities to be provided by the proposed Eagle Hammock Community**
8 **Development District will be incompatible with the uses and existing local and regional**
9 **facilities and services?**

10
11 Yes.

- 12
13 **45. What is your opinion?**

14
15 The proposed Eagle Hammock Community Development District covers approximately
16 108.77 acres of land, more or less. The configuration of the land is sufficiently compact and
17 contiguous. As such, it will not create any economic disincentives to the provision of the
18 infrastructure facilities contemplated in this case.
19

20 Given the scope and expected cost of facilities to be provided, 108.77 acres of land, more or
21 less for a residential development provides a sufficient economic base to absorb the debt
22 costs and annual operating costs for district administration and to efficiently apportion the
23 cost of improvements.
24

- 25 **46. From an economic and financial perspective, do you have an opinion as to whether the**
26 **area that will be served by the proposed Eagle Hammock Community Development**
27 **District is amenable to separate special district government?**

28
29 Yes.

- 30
31 **47. What is your opinion and its basis?**

32
33 It is my opinion that the area within the boundaries of the proposed District is amendable to a
34 separate special district government. The lands within the proposed District's boundaries
35 have the need for basic infrastructure.
36

37 The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore,
38 from an economic and financial perspective, the area to be served by the proposed District is
39 clearly amendable to separate special district governance.
40

- 41 **48. Does this conclude your testimony?**

42
43 Yes, it does.
44

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STATE OF FLORIDA, COUNTY OF POLK

The Ledger-News Chief, a newspaper printed and published in the city of Lakeland, and of general circulation in the County of Polk, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated or by publication on the newspaper's website, if authorized, on:

02/07/2022, 02/14/2022, 02/21/2022, 02/28/2022

and that the fees charged are legal.
Sworn to and subscribed before on 02/28/2022

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NANCY HEYRMAN
Notary Public
State of Wisconsin

City Commission of the City of Eagle Lake, Florida
to Consider the Establishment of
Eagle Hammock Community Development District

DATE: March 7, 2022
TIME: 7:00 p.m.
LOCATION: Commission Chambers
675 E. Eagle Avenue
Eagle Lake, Florida 33839

In accordance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Commission of the City of Eagle Lake beginning at 7:00 p.m., on March 7, 2022, at Commission Chambers located at 675 E. Eagle Avenue, Eagle Lake, Florida 33839, to consider an ordinance granting a petition to establish Eagle Hammock Community Development District (the "District"). The title of the proposed ordinance is as follows:

AN ORDINANCE OF THE CITY OF EAGLE LAKE, FLORIDA ESTABLISHING THE EAGLE HAMMOCK COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The proposed District will result in the District comprising of approximately 108.77 acres, more or less, generally located northeast of Eagle Lake Loop Road, south of subdivision Eagle Pines View, and east of Starling Road as further identified in the map depicted in this notice. The Petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including Chapter 190, Florida Statutes.

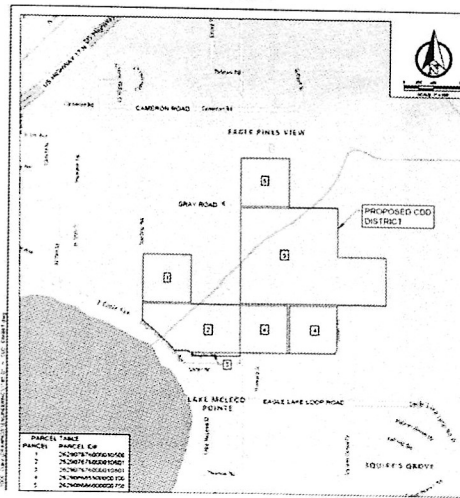
Copies of the petition, department reports, and proposed ordinance are open to public inspection at the office of the City Clerk, City of Eagle Lake at 75 North Seventh Street, P.O. Box 129, Eagle Lake, Florida 33839.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Florida Statutes, section 286.26, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the office of the City Clerk, City of Eagle Lake at 75 North Seventh Street, P.O. Box 129, Eagle Lake, Florida 33839, or by phone at (863) 293-4141, within two (2) working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

Run Dates: February 7th, February 14th, February 21st and February 28th

**GENERAL LOCATION MAP OF THE PROPOSED
EAGLE HAMMOCK COMMUNITY DEVELOPMENT
DISTRICT**



RESOLUTION NO.: R-22-04

A RESOLUTION BY THE CITY OF EAGLE LAKE RECOGNIZING THE 50TH ANNIVERSARY OF THE FLORIDA ASSOCIATION OF CITY CLERKS (FACC) AND HONORING THIS ACHIEVEMENT.

WHEREAS, the Office of the Municipal Clerk is a time-honored and vital part of local government; and is one of the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides a professional and essential link between the citizens, the local governing bodies and intergovernmental agencies at the local, state and federal levels along with other essential services; and

WHEREAS, the Florida Association of City Clerks (FACC) is the professional membership organization for Florida's municipal clerks and others who work within the clerk's office; and

WHEREAS, FACC began in 1972 when its founder, the late Robert N. Clark, CMC, City Clerk of Sunrise, saw the need for an organization to bring together like-minded people to untie the voice of all municipal clerks, to share ideas and to assist one another in the work of municipal government; and

WHEREAS, FACC celebrates its 50th anniversary in 2022, and a golden anniversary is a momentous occasion worthy of commendation and Florida's cities, towns and villages will all join in observation of this celebratory event, and

WHEREAS, municipal clerks continually strive to improve the administration of the affairs of the Office of Municipal Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, FACC is a primary source for educational programs, seminars, workshops and webinars for education Florida's municipal clerks and those who serve the clerk's office, and municipal clerks to FACC to provide the training needed to obtain their Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) certifications; and

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

Section1. That the City of Eagle Lake celebrates the 50th anniversary of the Florida Association of City Clerks, and

Section 2. That FACC is commended for 50 years of excellent service provided to the municipal clerks in the State of Florida.

Adopted this 7th day of March 2022 in the official meeting of the City of Eagle Lake in Eagle Lake, FL.

ATTEST:

CITY OF EAGLE LAKE, FLORIDA

DAWN WRIGHT, CITY CLERK

CORY COLER MAYOR/COMMISSIONER

Approved as to form:

HEATHER R. MAXWELL, CITY ATTORNEY

February 21, 2022

**AMENDED AND RESTATED IMPLEMENTATION
AGREEMENT
Southeast Wellfield Project**

THIS AMENDED AND RESTATED PROJECT IMPLEMENTATION AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative”), whose address is P.O. Box 9005, Bartow, Florida 33831, the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851, Polk City, a Florida municipal corporation (fka “City of Polk City”), whose address is 123 Broadway Blvd SE, Polk City, FL 33868, and Polk County (“Polk County”), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a “Party” and collectively referred to as the “Parties”.

February 21, 2022

THE PURPOSE of this Agreement is to implement the design, permitting, construction, operation, maintenance and funding of the Southeast Wellfield, an Approved Water Project of the Cooperative.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1 “Agreement” means this Amended and Restated Implementation Agreement for the Southeast Wellfield Project, as it may be amended or restated from time to time.

1.2 “Alternative Procurement Methods” means alternatives to the separate design and construction mechanisms specified in Sections 7.3.7 and 8.3 such as “design build,” “construction management at risk” or “public-private partnership.”

1.3 “Base Rate Charge” means for any Fiscal Year, that component of the Water Charge computed according to Section 13.

1.4 “Bidding Budget” means the approved maximum cost for the award of construction contracts. A Bidding Budget is set at the completion of the final design for the Project infrastructure.

1.5 “Capital Cost” means fixed, one-time expenses incurred for the acquisition of real property, tangible property and intangible property, the construction of tangible personal property and other expenditures required for the production of water and other goods or the rendering of services in connection with the Project, including without limitation the Southeast Wellfield Refund Cost.

1.6 “Capital Replacement and Renewal Cost” means all costs incurred by the Cooperative for the ordinary renewal, replacement, upgrade and improvement of the Project, which are not paid from the proceeds of any Obligation and costs that will occur over the life of the Project for the assets comprising the Project.

1.7 “Combined Projects Implementation Agreement” means the Combined Projects Implementation Agreement with an effective date of May 1, 2017, including any amendments thereto.

1.8 “Cooperative” shall have the same meaning as in the Interlocal Agreement. Pursuant to and in accordance with the Interlocal Agreement, all powers, privileges, and duties vested in or imposed on the Cooperative with regards to the approval and implementation of the Project shall be exercised by the Project Board.

1.9 “Construction Budget” means the approved maximum cost for the actual construction of the Project infrastructure, including any contingency. The Construction Budget is set after Project bidding and selection of a contractor or contractors, and may be amended if needed subject to written change orders approved in writing by the Cooperative and the Contractor engaged by the Cooperative.

1.10 “Debt Service Cost” means the principal, redemption premium, if any, and interest due on Obligations and any recurring costs and expenses relating to Obligations, including but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees and other charges, but only to the extent such cost and expenses are not otherwise reflected in the Capital Replacement and Renewal Cost, Fixed Operation and Maintenance Cost, Reserves and Variable Operation and Maintenance Cost

1.11 “Design Budget” means the preliminary estimated design and construction cost developed for the Project, which is established after completion of the Preliminary Design Report and before work on the final design.

1.12 “Director” shall have the same meaning as in the Interlocal Agreement.

1.13 “District” means the Southwest Florida Water Management District.

1.14 “Effective Date” means the date the Agreement takes legal effect as specified in Section 5.

1.15 “Excess Water” means Project Water that remains unallocated after completion of the process set forth in Sections 11.1.2.1 through 11.1.2.4.

1.16 “Fiscal Year” means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Cooperative.

1.17 “Fixed Operation and Maintenance Cost” means all Operation and Maintenance Cost other than Variable Operation and Maintenance Cost.

1.18 “Force Majeure Event” means an event not the fault of, and beyond the reasonable control of a Party claiming excuse when it is either impossible or extremely impracticable for such Party to perform the obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood, earth movement, pandemic, or similar catastrophic event; (b) an act of public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Project Permits or essential materials after

February 21, 2022

diligent and timely efforts; or (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

1.19 “Interlocal Agreement” means that Interlocal Agreement creating the Cooperative, with an effective date of June 1, 2016, including any amendments and supplements thereto.

1.20 “Member Government” shall have the same meaning as in the Interlocal Agreement.

1.21 “Meters” mean those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Cooperative, as required by Section 11, which are used to measure and bill the quantity of Project Water delivered to each Project Participant or the quantity of Water Offsets withdrawn by a Project Participant.

1.22 “MGD” means million gallons a day.

1.23 “Obligation” shall have the same meaning as in the Interlocal Agreement.

1.24 “Operation and Maintenance Cost” means any and all costs incurred by the Project Board in operating, maintaining and administering the Project, related operation maintenance management, security and development of the Project; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, and services; the operation, maintenance, management, security and development of the Project, which are not a Capital Replacement and Renewal Cost or are payable from the proceeds of any Obligation. Operation and Maintenance Costs, to the extent not constituting a Capital Replacement and Renewal Cost or payable from the proceeds of any Obligation, include, but are not limited to any cost of litigation or legal judgment against the Cooperative relating to the Project; cost of purchasing any water

February 21, 2022

related to the Project; development expenses relating to expansion of the Project; all costs incurred in planning or applying for, obtaining, maintaining and defending Project Permits, which are not paid under Phase 1 of the Combined Projects Implementation Agreement; administrative, accounting, legal and engineering expenses related to the Project; ordinary and current rentals of equipment or other property related to the Project; refunds of moneys lawfully due to others, pension, retirement, health and hospitalization funds related to the Project; payments in lieu of taxes and impact fees, if applicable; moneys to be deposited to a Rate Stabilization Fund (if one is established); and administrative costs incurred by the Cooperative for management of the Project.

1.25 “Parties” mean the Cooperative, the City of Auburndale, the City of Bartow, the City of Davenport, the City of Eagle Lake, the City of Fort Meade, the City of Haines City, the City of Lake Alfred, the City of Lake Wales, the City of Lakeland, the City of Mulberry, the City of Winter Haven, the Town of Dundee, the Town of Lake Hamilton, Polk City, a Florida municipal corporation (fka “City of Polk City”) and Polk County.

1.26 “Points of Connection” means those points where the Project connects to the water supply system of a Project Participant or the point of connection where the Project Participant takes Water Offset.

1.27 “Project” means the Southeast Wellfield.

1.28 “Project Administrator” means the person or persons and/or alternate or alternates designated by the Cooperative pursuant to Section 7.2 to manage the Cooperative’s responsibilities under this Agreement.

1.29 “Project Associate” means a Party to this Agreement, who has elected to become a Project Associate in order to stay abreast of the status of the Project and enable them to make informed decisions about future participation as a Project Participant. A Project Associate

February 21, 2022

has no financial responsibility or liability for the Project or voting rights but may inform the Cooperative about its future plans or needs for Project Water, and make comments and recommendations to the Project Board about the Project's direction and scope. A Project Associate is not a Project Participant as defined herein.

1.30 "Project Board" shall have the same meaning as in the Interlocal Agreement.

1.31 "Project Participant" means a Party to this Agreement, other than the Cooperative or a Project Associate, who has executed this Agreement for the purpose of implementing this Project, which includes the design, permitting, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Cooperative.

1.32 "Project Permits" means all permits, licenses or other third-party approvals necessary or convenient for the acquisition, construction, management or operation of the Project, including all permits, licenses or other third-party approvals required so that a Project Participant may use Water Offsets.

1.33 "Project Water" means the finished water produced by the Project to help serve the potable water demands of the Project Participants and the Water Offset used by a Project Participant, who pursuant to the Project plan will not physically take finished water produced by the Project.

1.34 "Project Water Estimate" means the document submitted by each Project Participant to the Cooperative detailing the quantity of Project Water on an annual average daily flow basis, it requests to receive during the upcoming Fiscal Year, as specified in Section 11.1.1.

1.35 "Project Water Service" means the delivery of Project Water by the Cooperative to the Points of Connection for use by the Project Participants.

1.36 “Project Yield” means the total quantity of Project Water that the Project can reasonably be expected to produce for Project Water Service to the Project Participants, which is expressed as an annual average rate or base production rate.

1.37 “Prudent Utility Practices” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States of America during the relevant time period or any of the practices, methods and acts, which in the exercise of reasonable judgment in light of facts known, that should have been known, at the time the decision was made, or could have only been expected to accomplish the desired results at a reasonable cost consistent with applicable legal, engineering, reliability, safety and time requirements.

1.38 “PSI” means pounds per square inch.

1.39 “Reserves” means adequate monetary reserves established by the Cooperative to ensure the continued operation of the Project, in the event one or more Project Participants are unable to pay their Water Charge on a short term basis.

1.40 “Southeast Wellfield” means a new lower Floridan aquifer public supply wellfield to be located in southeast Polk County as permitted by Permit No. 53-00293-W issued from the South Florida Water Management District.

1.41 “Southeast Wellfield Refund Cost” means those costs incurred by Polk County in developing and permitting the Southeast Wellfield, as detailed in Exhibit “A” to this Agreement.

1.42 “True-up” means the process specified in Section 10 of this Agreement.

1.43 “Variable Operation and Maintenance Costs” means all Operation and Maintenance Costs that change in direct proportion to changes in the volume of finished water

produced by the Project, including, but not limited to, power, chemical, water purchases and Water Transfer Costs.

1.44 “Water Offset” means a quantity of upper Floridan aquifer, groundwater withdrawn by a Project Participant that will be offset by another Project Participant relinquishing its right under a District permit to withdraw from the upper Floridan aquifer as stated in the Project plan.

1.45 “Water Offset Cost” means the cost of producing Project Water used by one or more Project Participants for use as a Water Offset. The Water Charge paid by a Project Participant for the use of a Water Offset shall cover the cost of producing the Project Water.

1.46 “Water Allotment” means the quantity of Project Water that each Project Participant is entitled to receive from the Project as set forth in the table below. In the event the Project Yield is different from the totals listed in the Water Allotment Table, the Water Allotment for each of the Project Participants will be determined based on the Water Allotment Percentages set forth in this table.

2045 Water Allotment Table

Name of Party	2045 Water Allotment Annual Average (MGD)	2045 Water Allotment Percentage (%)
City of Auburndale	1.65	13.27%
City of Bartow	0.36	2.89%
<i>*City of Davenport</i>	<i>Project Associate</i>	
<i>* City of Eagle Lake</i>	<i>Project Associate</i>	
<i>* City of Fort Meade</i>	<i>Project Associate</i>	
City of Haines City	3.50	28.16%
City of Lake Alfred	1.00	8.05%
<i>*City of Lake Wales</i>	<i>Project Associate</i>	
City of Lakeland	0.10	0.80%
<i>* City of Mulberry</i>	<i>Project Associate</i>	
<i>* Polk City</i>	<i>Project Associate</i>	

Name of Party	2045 Water Allotment Annual Average (MGD)	2045 Water Allotment Percentage (%)
City of Winter Haven	1.52	12.23%
Town of Dundee	0.90	7.24%
<i>*Town of Lake Hamilton</i>	<i>Project Associate</i>	
Polk County	3.40	27.36%
TOTAL	12.43	100.00%

1.47 “Water Charge” means for any Fiscal Year, the charge established by the Project Board pursuant to Section 13 for providing Project Water Service to the Project Participants. This charge is comprised of the Base Rate Charge and the Water Use Charge.

1.48 “Water Cost Proportionate Share” means for any Fiscal Year, that portion of the Base Rate Charge each Project Participant is obligated to pay. The Water Cost Proportionate Share shall be based on each Project Participant’s projected 2045 Water Allotment, as revised at least every five (5) years through the True-Up process set forth in Section 10 and/or the provisions set forth in Sections 11, 19 and 20 of this Agreement.

1.49 “Water Transfer Cost” means those costs incurred by the Cooperative in transmitting Project Water from the Southeast Wellfield to Project Participants.

1.50 “Water Use Charge” means for any Fiscal Year that component of the Water Charge computed according to Section 13.3.2.

1.51 “Weighted Vote Method” means that each Director is assigned a vote based on its Water Allotment percentage under the Water Allotment Table identified in Section 1.46.

2. PURPOSE OF THE AGREEMENT.

2.1 Overall Agreement. This Agreement governs the overall implementation of the Project, which includes design, permitting, construction, operation, maintenance and funding

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of the Project and receipt of Project Water Service from the Cooperative. It is the intent of this Agreement that Project Water be used to help serve the needsof the Project Participants.

2.2 Interlocal Agreement. The Parties have entered into the Interlocal Agreement. In the event of a conflict between the Interlocal Agreement and this Agreement, the Interlocal Agreement shall control.

2.3 Other Agreements Not Affected by this Agreement. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally, nothing in this Agreement is intended to change any existing agreement, permit and/or other similar administrative matters between the District and any Party.

2.4 Project Participants and Project Associates. Each Party to this Agreement electing Project Associate status may at any timesubmit an election in writing to change its status to Project Participant. To receive Project Participant status, the Project Associate shall, prior to the end of the fiscal year, deliver to the Cooperative its Project Water Estimate and pay to the Cooperative its proportionate share of theCapital Cost, Capital Renewal and Replacement Cost, Debt Service Cost Fixed Operation and Maintenance Costs and Reserves, incurred to date by Project Participants, as well as 2.5% of its proportionate share of such costs expended to date. Those Member Governments who are not Project Associates, who wish to become Project Participants shall, prior to the end of the fiscal year, deliver to the Project Board its Project Water Estimate and pay to the Cooperative its proportionate share of the Capital Cost, Capital Renewal and Replacement Cost, Debt Service Cost, Fixed Operation and Maintenance Costs and Reserves, incurred to date by Project Participants, as well as 7.5% of its proportionate share of such costs expended to date. The right of a Project Associate or a Member Government who is not a Project

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Associate to become a Project Participant is subject to the availability of Project Water not committed to existing Project Participants.

3. CONSTRUCTION OF TERMS. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth, but instead refer to this Agreement taken as a whole. “Includes” or “including” shall not be deemed limited to the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive. The headings contained in this Agreement are solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States of America consistently applied throughout the specified period and in the immediately comparable period.

4. REPRESENTATIONS OF THE PARTIES. As of the Effective Date, each Party makes the following representations (no representation is made by any Party for another Party):

4.1 Status of the Parties. The Parties are each duly organized, validly existing and in good standing under the laws of the State of Florida and are each duly qualified and authorized to satisfy their responsibilities pursuant to this Agreement.

4.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge,

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encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

4.3 Validity of the Contract. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extent that the enforceability of this Agreement may be limited by any applicable bankruptcy, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

4.4 Pending Litigation. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against any Party, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by any Party of their obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

5. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the Agreement is duly authorized and executed by the Parties.

6. TERM AND TERMINATION. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated by written agreement of all the Parties. Termination shall not take place until all Obligations issued by the Cooperative with respect to the Project have been repaid, all cooperative funding agreements or grants received by the Cooperative have been completed, and any other funding mechanisms used to payfor construction, operation or maintenance of the Project have been successfully concluded.

7. PROJECT ADMINISTRATION.

7.1 Project Administration. The Cooperative shall have overall responsibility for implementing the terms of this Agreement. All the powers, privileges and duties vested in or imposed on the Cooperative with regard to implementation of the Project shall be exercised through the Project Board; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding the Project may be delegated by the Project Board. All decisions of the Project Board shall be by majority vote of a quorum of the Project Board using the Weighted Vote Method specified in this Agreement, which vote must include at least a majority of the Project Participants.

7.2 Project Administrator. No later than thirty (30) days from the Effective Date of this Agreement, the Project Board shall designate the name, address, phone number, fax number and email address of its Project Administrator. The Project Administrator may be changed at any time by the Project Board. The Project Administrator shall act as the Cooperative's representative with regard to implementation and management of the Project.

7.3 Performance Standards. The following performance standards shall apply to the Cooperative when implementing this Project:

7.3.1 Defend any challenge or protest filed with regard to procurement decisions made pursuant to this Agreement, including the retention of outside legal counsel to defend the action.

7.3.2 Manage the construction, operation and maintenance of the Project in accordance with the requirements of this Agreement.

7.3.3 Procure, prepare and execute contract(s) with technical consultant(s) selected pursuant to this Agreement.

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7.3.4 Manage the activities of the technical consultant(s) or other professional(s) to assure that the requirements of this Agreement are met.

7.3.5 Manage the review of interim and final deliverables.

7.3.6 Prepare bids, select bidders and enter into construction contracts as required pursuant to this Agreement.

7.3.7 Approve the use of Alternative Procurement Methods, as specified in Section 8.4, for design and construction of the Project.

7.3.8 Manage the activities of the contractor(s) to assure that requirements of this Agreement are met.

7.3.9 Process and pay invoices from consultants, other professionals and contractors.

7.3.10 Initiate and process funding requests to the Project Participants for implementation of the Project.

7.3.11 Issue Obligations, if required, to fund the construction of the Project.

7.3.12 Implement any alternative financing mechanisms.

7.3.13 Conduct the True-Up process specified in Section 10.

7.3.14 Prepare and distribute the Water Charge each Fiscal Year to the Parties.

7.3.15 Receive and account for funds received from the Parties in connection with this Project.

7.3.16 Take legal action, if necessary, to require payment of the Water Charge by each Party.

7.3.17 Apply for, receive and account for grant funds received from federal, state, regional or local sources in connection with the Project.

7.3.18 Submit or modify applications for Project Permits. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize Project Permit applications. Obtain all the Project Permits.

7.3.19 Submit applications to modify or renew Project Permits issued in connection with the Project. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize applications to modify or renew Project Permits. Obtain all modifications or renewals of Project Permits.

7.3.20 Communicate with regulatory agencies and other interested persons and attend meetings as needed to obtain all the Project Permits, including any modification or renewal.

7.3.21 Negotiate the terms of any Project Permit, including any modification or renewal or permit conditions with the regulatory agencies.

7.3.22 Maintain any Project Permit issued in connection with the Project, including, but not limited to, complying with all permit conditions.

7.3.23 Defend any challenge or protest filed with regard to any Project Permit, including the retention of outside legal counsel to defend the action.

7.3.24 Undertake legal actions as necessary to further the work authorized under this Agreement, including the retention of outside legal counsel to defend the action.

8. PROJECT IMPLEMENTATION. The following stages shall be followed to implement the Project. The Cooperative shall procure a consultant or consultants to perform all or a portion of the professional services needed for each stage described below.

8.1 Final Design and Bidding Stage.

8.1.1 Upon selection of the consultant(s), the Project Administrator shall obtain a scope and fee from the consultant for the final design and Bidding Budget and shall present it to the Project Board for approval.

8.1.2 The Cooperative shall require the consultant to prepare (1) a final design in relative conformance with the Project Preliminary Design Report, and (2) a Bidding Budget based on the final design. The final design shall include a 100% final design. The 100% final design shall include design specifications, design drawings, the final Bidding Budget, and an estimate of real estate acquisition costs.

8.1.3 Once the consultant has completed the 100% final design, the Project Administrator will present it to the Project Board the final design and a Bidding Budget based on the final design for approval.

8.1.4 The engineering consultant will apply for and obtain any Project Permits not obtained before the Effective Date, with the exception of those that are to be obtained by the construction contractor.

8.1.5 Project Participants will develop funding mechanisms as required for their individual sufficient fiscal obligations to the Project.

8.1.6 Upon approval of the final design and Bidding Budget by the ProjectBoard, the Project Administrator will procure bids from contractors to construct the Project and the ProjectAdministrator will obtain a scope and fee from the consultant for its services for the Constructionstage for construction phase, post construction phase and administration services for approval by the Project Board.

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8.1.7 The Project Administrator shall present both the selected contractor and Construction Budget, and the engineering consultant's fee for construction administration to the Project Board for approval.

8.1.8 To encourage Member Governments to initially execute this Agreement as Project Participants, Polk County will pay the 60% final design cost share for any Member Government who does not join this Agreement as a Project Participant. If after Polk County has paid the 60% final design costs for a Member Government that Member Government later seeks to become a Project Participant, it shall first reimburse Polk County the respective 60% final design cost Polk County paid to the Cooperative on behalf of that Member Government, together with interest accruing at the rate payable for judgments pursuant to Florida Statutes, section 55.03, from the date Polk County paid the design costs through the date the Member Government fully pays the amount owed to Polk County.

8.2 Real Estate Acquisition Stage. The Cooperative shall acquire any real property interests necessary to implement the Project, subject to the limitations of the Interlocal Agreement.

8.3 Project Construction Stage. The Project Construction Phase begins upon completion of the Final Design and Bidding Stage. The Project Board shall make all decisions regarding the procurement of a contractor or construction manager at risk to construct the Project. The Project Administrator shall submit all change orders to the Project Board for approval unless otherwise designated by the Project Board.

8.4 Alternative Procurement Methods. The Project Board may approve the use of Alternative Procurement Methods as allowed by Florida Statutes including Chapters 255 and

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287, in place of the separate design and construction mechanisms described in Sections 8.1 and 8.3, including the procurement of a construction manager at risk.

8.5 Project Operation and Maintenance Stage. The Cooperative, upon completion of project construction, shall at all times operate and maintain the Project facilities in its ownership in accordance with Prudent Utility Practices.

8.6 Project Funding. A portion of the Project costs is expected to be reimbursed through cooperative funding from the District. The Cooperative anticipates issuing Obligations that will be used to pay the costs of the Project prior to reimbursement from the District of such Project costs. The Cooperative covenants to coordinate the issuance of Obligations with the execution of cooperative funding agreements with the District, which agreement by the District may be subject to such conditions precedent to funding, including appropriation and approval of reimbursement requests.

9. OWNERSHIP. The Cooperative shall own the Project facilities, including the water treatment plant and transmission lines up to and including the Points of Connection. Ownership does not include any infrastructure or facilities owned by Project Participants as of the time of the execution of this Agreement.

10. TRUE-UPS.

10.1 Additions, assignments and substitutions. Before the beginning of each fiscal year, the Project Board will consider for approval any proposed additions, assignments, and substitutions proposed under the process set forth in Section 20.

10.2 Construction phasing. At least every 5 years after the Effective Date of this Agreement, the Project Board will determine the size and timing for constructing the next phase and/or sub-phase of the Project. Any additions, substitutions, assignments, or revisions to the size

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and timing of construction phases or sub-phases must be approved by the Project Board and reflected in an Amendment to this Agreement.

10.3 Expansions and Capital Cost. The Project is permitted for 30 MGD and is proposed to be developed in phases, the first of which will provide approximately 12.43 MGD of finished water availability for Project Participants. Some components of the Project will be constructed to accommodate water production expansion and future development. Therefore, Project Participants will pay Capital Costs and commit to pay Obligations for certain Project components which will benefit the current Project Participants and the Project Participants of future Project expansions (“Common Capital Components”). For each expansion, the Capital Costs and Obligation commitments the Project Participants have made for the Common Capital Components will be re-allotted among all Project Participants of any future Project expansion in accordance with the then-current Water Allocation Table, and the then-current Project Participants shall reimburse the initial Project Participants for that portion of the Capital Costs and Obligation commitments paid for Common Capital Components which benefit the expansion Project Participants. Each time there is an expansion there shall be a similar re-allotment of Capital Costs and Obligation commitments for Common Capital Components based on the new Water Allocation Table and a reimbursement to existing Project Participants for Capital Costs and Obligation commitments paid for Common Capital Components which benefit the expansion Project Participants.

10.4 Water Use Charge. The True-Up of the Water Use Charge is as outlined in Section 13.5.

10.5 Actual Use Data. During any True-Up process, the costs made true between the Project Participants shall be based upon new data or actual figures reflecting actual use versus estimates.

10.6 Water Allotments. At least once in every 5-year period after the Effective Date of this Agreement, and at any time that a Project Participant's 2045 Water Allotment increases, the Cooperative shall conduct a true-up of the Water Allotment table and of each Project Participant's Water Cost Proportionate Share to reflect the most current data, use and allotment estimates.

11. PROJECT WATER SERVICE.

11.1 Delivery of Project Water Service. During each Fiscal Year, starting with the Fiscal Year in which the Project Water Service is scheduled to commence, the Project Board shall provide Project Water Service to the Project Participants, as follows:

11.1.1 Delivery of Project Water Estimates. Each Project Participant desiring to take Project Water shall deliver to the Project Administrator its Project Water Estimate for the upcoming Fiscal Year on or before May 1. The Project Water Estimate shall identify the quantity of Project Water, at an annual average daily rate, the Project Participant requests the Project Board to deliver to its Point of Connection during the upcoming Fiscal Year or the quantity of Water Offset, at an annual average daily rate that the Project Participant requests to use during the upcoming Fiscal Year. A Project Water Estimate must include all the water a Project Participant will need. The Project Administrator shall send a written reminder to the Project Participants on or before April 1, if a Project Water Estimate has not been received from that Project Participant. If a Project Participant fails to deliver a Project Water Estimate to the Project Administrator by

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May 1, then the Project Participant shall be deemed to have requested its full Water Allotment for the upcoming Fiscal Year.

11.1.2 Prioritization of Project Water. In the event the total quantity of Project Water requested in the Project Water Estimates exceeds the Project Yield, the available Project Water will be allotted by the Project Board according to the following priority schedule:

11.1.2.1 Every Project Participant with a Water Allotment shall be allowed to take up to its full Water Allotment from the Project.

11.1.2.2 Every Project Participant with a Water Allotment shall be allowed to take water in excess of its Water Allotment as long as the Project Participant has received all or a part of another Project Participant's Water Allotment for the upcoming Fiscal Year. Any transfer of Water Allotments shall be in writing and executed by both Project Participants and shall be included with the Project Estimates submitted by both Project Participants. Any transfer of Water Allotments between Project Participants must be reviewed and approved by the Project Board as to technical feasibility.

11.1.2.3 In the event a Project Participant with a Water Allotment delivers a Project Water Estimate to the Project Board indicating its intent to take a Water Offset during the upcoming Fiscal Year in an amount not exceeding its Water Allotment, a Project Participant may voluntarily request a Water Offset in its Project Water Estimate in order to offset the quantity of Water Offset used by another Project Participant. The request by a Project Participant in its Project Water Estimate to take a Water Offset must be reviewed and approved by the Project Board as to technical feasibility.

11.1.2.4 If there is Excess Water available for use by Project Participants after the available Project Water has been allocated pursuant to Sections 11.1.2.1

through 11.1.2.4, then the Excess Water will be allocated among the Project Participants requesting Project Water on a pro rata basis.

11.2 System Operation. The Cooperative shall at all times maintain the Project in accordance with Prudent Utility Practices. The Cooperative shall adopt an adequate budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Cooperative shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regard to the Project, while providing for reliable operations and maintenance. If new regulatory requirements necessitate capital improvements, the Cooperative shall take all necessary actions to accomplish the same. The Cooperative shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Cooperative to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project Permit. The Cooperative shall maintain adequate catastrophic insurance on the Project on such terms and amounts as established by the Project Board.

11.3 Water Quality. The Cooperative shall deliver Project Water to each Project Participant's Point of Connection that: (1) is stabilized and of good and uniform quality; (2) meets all applicable federal and state drinking water standards and regulations, including, but not limited to the standards set forth in Chapter 62-550, Florida Administrative Code, as may be amended or superseded from time to time; and, (3) meets whatever disinfection and treatment techniques under this Agreement or set forth in Phase 1 of the Combined Projects Implementation Agreement. This Section 11.3 shall not apply to Water Offsets used by a Project Participant.

11.4 Water Pressure. The Cooperative shall deliver Project Water to each Project Participant's Point of Connection at a minimum pressure of 30 PSI. This Section 11.4 shall not apply to Water Offsets used by a Project Participant.

11.5 Project Permits. The Cooperative, shall obtain, renew, maintain and modify, if necessary, all Project Permits required for the operation and maintenance of the Project and to ensure that Project Water Service will be provided to the Project Participants under the terms of this Agreement.

11.6 Acquisition of Real Property. The Cooperative shall use its best efforts to acquire all interests in real and personal property (if any) necessary for expansion, construction, management and operation of the Project, in a manner consistent with the Interlocal Agreement.

11.7 Compliance with the Law. The Parties shall comply with all laws, rules and regulations applicable to this Agreement and its obligations thereunder.

12. POINTS OF CONNECTIONS AND METERING FACILITIES.

12.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified by the Cooperative for those Project Participants with a Water Allotment under the Water Allotment Table set forth above. This requirement applies equally to those Project Participants that will physically take Project Water and those Project Participants that will take Water Offsets. The Cooperative and a Project Participant may, by mutual agreement, more specifically identify or modify the Point of Connection or the location of the corresponding Meter.

12.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Cooperative to each Point of Connection or the quantity of Water Offsets taken by a Project Participant shall be exclusively measured by a Meter. The Cooperative shall own,

install, maintain and read each Meter. The type of Meter shall be selected at the discretion of the Cooperative, subject to compliance with industry standards for similar Meters.

12.3 Inspection of Meters. Each Meter shall be inspected annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the Cooperative and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants. Upon request of a Project Participant, the Cooperative shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The Cooperative shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in whichcase, the cost and expense of the test shall be borne by the Cooperative and such cost may not be passed along to the Project Participant requesting the test, as part of the Water Charge.

12.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the manufacturer's guaranteed range of accuracy, the Cooperative shall repair or replace the malfunctioning Meter at its earliest convenience, recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate since the last inspection or test and the following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Project Participant for the metered flow for the time interval between the date of the last Meter accuracy inspection or test and the date the Meter was corrected.

13. WATER CHARGE. For each Fiscal Year, the Project Participants shall pay to the order of the Cooperative the applicable Water Charge as follows:

13.1 General. The Water Charge shall be sufficient to pay the Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs, Reserves and Variable Operation and Maintenance Costs incurred by the Cooperative in order to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Chargeshall consist of a Base Rate Charge and a Water Use Charge. The Water Charge shall be computed in the manner specified in Section 13.3,prior to the upcoming Fiscal Year and the Project Participants shall be notified of the Water Chargefor the upcoming Fiscal Year in the manner provided in Section 13.2. Establishment of the Water Charge shall be madeby the Project Board and the Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivisionof the State of Florida.

13.2 Notification of Water Charge. On or before May 31 prior to the Fiscal Year in which the Project Water Service is scheduled to commence and on or before every May 31st thereafter, the Cooperative shall provide the Project Participants the Water Charge for the upcoming Fiscal Year. The Water Charge shall be accompanied by a report detailing the manner in which the Water Charge was computed for the upcoming Fiscal Year. In lieu of a report, the basis for the Water Charge may be detailed in the annual budget adopted by the Project Board for this Project for the upcoming Fiscal Year.

13.3 Establishment of Water Charge. The Water Charge shall be established as follows:

13.3.1 Base Rate Charge. The Base Rate Charge shall be computed as follows:

13.3.1.1 The Cooperative shall estimate the Debt Service Cost, the Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost, Reserves and Variable Operation and Maintenance Cost required to meet the cash needs of the Project for the upcoming Fiscal Year.

13.3.1.2 The Base Rate Charge shall consist of the total of the Debt Service Cost, Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Reserves determined pursuant to Section 13.3.1.1. The Base Rate Charge shall be allocated among each Project Participant based upon each Project Participant's Water Allotment Percentage identified in the then effective Water Allotment Table in Section 1.46, as it may be modified pursuant to Section 10, for the upcoming Fiscal Year.

13.3.1.3 The Base Rate Charge allotment computed for each Project Participant pursuant to Section 13.3.1.2 shall be increased by any underpayment or decreased by any overpayment determined pursuant to Sections 13.5 and/or 10 of this Agreement.

13.3.2 Water Use Charge. The Water Use Charge shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 13.3.1.1 divided by the total of all the Project Water Estimates submitted by the Project Participants for the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of water.

13.4 Payment of the Water Charge. For each Fiscal Year, the Project Participants shall pay the Water Charge as follows:

13.4.1 The Project Participants shall pay their individual Base Rate Charge allotment as specified in Section 13.3.1 in twelve (12) equal monthly payments during each calendar month starting in October and ending on the following September.

13.4.2 The Project Participants shall pay their Water Use Charge on a monthly basis. Each Project Participant's monthly payment shall be determined by multiplying the actual amount of Project Water delivered by the Project Board to the Project Participant's Point of Connection during the prior calendar month by the Water Use Charge identified in Section 13.3.2.

13.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Cooperative shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs, Reserves and Variable Operation and Maintenance Costs incurred with respect to the Project. On or before each January 31, beginning on the January 31 immediately following the Fiscal Year in which Project Water Service commenced, the Cooperative shall complete an audit of the aforesaid records and accounts and determine what should have been the Water Charge for each Project Participant based on actual costs during the preceding Fiscal Year. For purposes of verifying the Base Rate Charge portion of the Water Charge for this audit, it shall be assumed that the Project Participants have used the quantity of water specified in their Project Water Estimates even if actual water use was less. Said audit shall be conducted by a nationally recognized certified public accounting firm. In the event the audit determines an underpayment was made by a Project Participant, then said underpayment shall be added to that Project Participant's Base Rate Charge for the upcoming Fiscal Year and paid in the manner specified in Section 13.4.1. If the audit determines that an overpayment was made by a Project Participant, then said overpayment shall

be deducted from that Project Participant's Base Rate Charge for the upcoming Fiscal Year in the manner specified in Section 13.4.1.

13.6 Certain Payments. The Water Charge shall not include any surcharge, tax, payment in lieu of taxes, payment in lieu of franchise fees, or any charge or payment not directly related to the cost of providing Project Water Service.

13.7 Grants and Other Sources of Funding. The Cooperative may seek grants and utilize other funding sources to cover any costs that would otherwise have to be paid through the Water Charge. Any funds obtained by Cooperative from these other sources must be used to pay Project costs that would otherwise need to be paid by the Project Participants through the Water Charge.

14. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

14.1 Billing and Payment. The Cooperative shall invoice each Project Participant for their Water Use Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal workday of the calendar month during which the Project Water Service was provided. Billing to each Project Participant shall be made on the 10th day of the following calendar month. Payment of the Water Charge shall be made to the order of the Cooperative no later than thirty (30) days after which the statement was received. If the Water Charge or any portion thereof remains unpaid following their due date, the delinquent Project Participant shall be charged with and pay to the order of the Cooperative interest on the amount unpaid from its due date at such rates the Project Board may establish from time to time.

14.2 Irrevocable Commitment to Pay. The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 14.1. Said payments shall be made without notice or demand and without set-

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off, counterclaim, abatement, suspension or deduction. The Cooperative is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner.

14.3 Source of Payment. The source of funds for payment of the Water Charge shall be the utility enterprise fund established by each Project Participant. Each Project Participant shall maintain an operation and maintenance account as part of its utility enterprise fund throughout the term of this Agreement. At all times during the term of this Agreement, a Project Participant shall pay the Water Charge from its utility system operation and maintenance account.

14.4 Water Utility System Charges. Each Project Participant shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the Water Charge.

14.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative nor the holder of any Obligations issued by the Cooperative to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities

under this Agreement or to compel payment from any source, other than as indicated in Section 14.3.

15. PLEDGE OF CONTRACT REVENUES. The Cooperative is authorized to pledge all payments due, owing or received from the Project Participants, including any interest derived from monies received under this Agreement for the purpose of securing Obligations issued by the Cooperative to construct or expand the Projects.

16. FORCE MAJEURE.

16.1 Excuse from Performance. No Party shall be liable to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event. However, a Force Majeure Event shall not excuse a Project Participant from paying its Base Rate Charge, when due, pursuant to Section 13.4.

16.2 Notice. The Party claiming excuse shall deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this Section shall be given promptly in light of circumstances, and, in the case of events described in (c), (d) (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the projected length of time that the Party expects to be prevented from performing and the steps which the Party intends to take to restore its ability to perform.

16.3 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

17. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in Section 18, the affected Parties (“Mediating Parties”) shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 18 until (a) the mediator has declared the Mediating Parties are at an impasse, or (ii) one or all Mediating Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

18. DEFAULT AND REMEDY.

18.1 Default. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein. For all defaults, except the failure to pay the Base Rate Charge, when due, pursuant to Section 13.4, the defaulting Party shall have thirty (30) days to cure

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the default, unless such default is not capable of being cured within thirty (30) days, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants' paramount need for a safe and dependable water supply, the Parties agree that, with the exception of the suspension of Project Water Service or Water Offsets pursuant to Section 18.4 of this Agreement, the exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

18.2 Default in Payment of Base Rate Charge. The failure by a Project Participant to pay the Base Rate Charge, when due, shall be immediately cured. If not cured, the Cooperative shall use the Reserves to pay the defaulting Project Participant's Base Rate Charge in the short term, in order to ensure the continued operation of the Project and the payment of the Debt Service until the defaulting Project Participant cures the default. Additionally, at the request of the Cooperative, the remaining Project Participants shall be obligated to make up any shortfalls created by the defaulting Project Participant's failure to pay its Base Rate Charge, when due, according to the Water Allotment Table in Section 1.46, in order to ensure the continued operation of the Project and the payment of the Debt Service until the defaulting Project Participant cures the default. In order to cure the default, the defaulting Project Participant must repay to the Cooperative its Base Rate Charge. Upon repayment of the Base Rate Charge by the defaulting Project Participant, the Cooperative shall replenish the Reserves and credit the other Project Participants for payments made in order to avoid a shortfall. Repayments to the Cooperative from a defaulting Project Participant shall first be used to credit Project Participants for payments made in order to avoid a shortfall, and then be used to replenish Reserves. If the defaulting Project Participant makes partial repayments to the Cooperative, credits shall be issued in payor order with the largest payor receiving credits first until made whole, and the smallest payor receiving credits last until made whole, until all Project Participants are fully repaid.

18.3 Project Participant Payment Dispute. A Project Participant that disputes a payment of the Water Charge under Section 13 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Cooperative shall elect to either pay the disputed charge as a credit against the Water Charge for the next Fiscal Year or through a direct one-time payment to the Project Participant.

18.4 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof by the due date shall be in default of this Agreement and upon fifteen (15) days written notice, the Cooperative may suspend Project Water Service to a Project Participant and prohibit a Project Participant from using Water Offsets unless there is in mediation a good faith dispute or suspension of service compromises the health, safety, and welfare of the end water users. Suspension of Project Water Service to a Project Participant or prohibition of the use of Water Offsets by a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Base Rate Charge, when it becomes due nor prohibit the Cooperative from continuing to charge interest on the unpaid amount. Upon payment of all outstanding Water Charges, including any interest, the Cooperative shall immediately resume Project Water Service to the Project Participant or immediately allow a Project Participant to use a Water Offset. The Cooperative's decision to suspend Project Water Service to a Project Participant or to prohibit Water Offsets use by a Project Participant under this Section shall not be subject to the dispute resolution process in Section 17 and shall not be considered a default under Section 18. However, the Cooperative's failure to resume Project Water Service or to allow a Project Participant to use Water Offsets upon payment of all outstanding Water Charges, including any interest, may

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constitute a default under Section 18 and shall be subject to the dispute resolution process specified in Section 17.

19. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT.

19.1 Withdrawal Process. A Project Participant who withdraws from this Agreement shall remain liable for payment of its share of the Water Charge. If the withdrawing Project Participant has submitted a Project Water Estimate to the Cooperative for the current Fiscal Year, then it shall remain liable to pay the Water Charge for that Fiscal Year, as if it had taken the entire quantity of Project Water specified in its Project Estimate. Additionally, unless the remaining Project Participants take all or a portion of the withdrawing Project Participant's Water Allotment, the withdrawing Project Participant shall continue to remain liable for payment of its share of the Base Rate Charge. This liability shall continue for the term of the Agreement, until such time as the withdrawing Project Participant's Water Allotment is completely redistributed among the remaining Project Participants.

19.2 Duties of and Effect on Withdrawing Project Participant. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regard to that specific Project. Upon notice by the Cooperative, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Project Participant shall surrender its Water Allotment, if any, and immediately forfeit its right to receive Project Water Service from the Project Board, including the use of Water Offsets. A Project Participant who withdraws from the Project may later request to join the Project again as a new

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Project Participant in accordance with Section 20 and, if approved to do so, will receive due credit given for all previous Project expenditures.

19.3 Redistribution of Water. All of a withdrawing Project Participant's Water Allotment, if any, shall be subject to redistribution among the remaining Project Participants. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allotment, if any, based upon the then applicable Water Allotment Table. Redistribution of the withdrawing Project Participant's Water Allotment to the remaining Project Participants shall take place within sixty (60) days of the Parties receiving written notice of the withdrawing Project Participant's intent to withdraw from this Agreement. During this sixty (60) dayperiod a Project Participant will notify the Cooperative in writing of its intent to take some or all of the withdrawing Project Participant's Water Allotment. Any redistribution of the withdrawing Project Participant's Water Allotment to another Project Participant must be reviewed andapproved by the Project Board as to technical feasibility. If two or more existing Project Participants exercise their right to take all of the withdrawing Project Participant's Water Allotment, then the withdrawing Project Participant's Water Allotment shall be redistributed in proportionate portions to the Project Participants, which requested redistribution. Any of the withdrawing Party's Water Allotment that is not redistributed, shall become Excess Water.

19.4 Survival. The provisions of this Section 19 shall survive the termination of this Agreement.

20. SUBSTITUTION AND ADDITION OF PROJECT PARTICIPANTS AND ASSIGNMENT OF THIS AGREEMENT.

20.1 Substitution. As a matter of right, a new Project Participant or an existing Project Participant may be substituted for an existing Project Participant, if the new Project

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Participant or existing Project Participant agrees to fully perform all the obligations of the existing Project Participant. Substitution shall mean the new or existing Project Participant shall at a minimum succeed to the old Project Participant's entire Water Allotment, if any. Prior to substitution taking effect, the existing Project Participant must notify all other existing Project Participants and Project Associates in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Project Participants and Project Associates, who shall be allowed at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when a new Party to this Agreement is proposed to be substituted for an existing Project Participant. If one of the existing Project Participants or Project Associates exercises its right of first refusal during this time period, then all of the substituted Project Participant's Water Allotment, if any shall be assigned to the substituting Party. If two or more existing Project Participants or Project Associates exercise their right of first refusal during this time period, then all of the substituted Project Participant's Water Allotment, if any, shall be reassigned in equal portions to the substituting Parties. If none of the existing Project Participants or Project Associates commit to acquire the substituted Project Participant's entire Water Allotment, if any, during this sixty (60) day period, then the Parties to this Agreement shall be considered to have waived their right of first refusal. Any substitution under this Section 20.1 must be reviewed and approved by the Project Board as to technical feasibility. Any new Party to this Agreement must be unanimously approved by the existing Project Participants. Once the substitution takes place, the substituted Project Participant shall withdraw from the Project and shall no longer be considered a voting member of the Project Board. Additionally, the substituted Project Participant shall cooperate with the Cooperative in any modifications to the Project Permits necessary to effectuate this substitution.

20.2 Addition. A new party may only be added to this Agreement by the unanimous decision of all the current Project Participants.

20.2.1 Cost to Become a New Project Participant. The provisions of this section 20.2 are established to provide equity among all Project Participants and to provide an incentive for local governments to subscribe early. Subject to the provisions of Section 2.4 of this Agreement, any new Project Participant that joins this Agreement after it is first executed under the process described in this Section 20 of this Agreement shall pay its proportionate share of the costs incurred by the Project Participants before the new Project Participant joins the Agreement and its proportionate share of the Project Costs expended to date. This amount is in addition to the Water Charge for each upcoming fiscal year as described in Section 13. When this occurs, the percentage collected shall be refunded proportionately to the initial Project Participants who joined this Agreement when it was first executed.

20.2.2 Amendment of Water Charge. When a new Project Participant is added pursuant to this Section 20.2, the existing Project Participants must amend the Agreement to reflect the reassignment of Water Allotments among the existing Project Participants and the new Project Participant. The Project Board will also determine how the new Base Water Charge is allocated among the new group of Project Participants taking into consideration the short and long-term costs and benefits of the new infrastructure to the new and existing Project Participants including any savings realized due to economies of scale.

20.3 Assignment. As a matter of right, an existing Project Participant may assign a portion of its Water Allotment, if any, to a new Project Participant, an existing Project Participant, or a Project Associate if the assignee agrees to fully perform all the obligations of the existing Project Participant. Any new Party assignee must be unanimously approved by the existing Project

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Participants. The complete assignment of an existing Project Participant's Water Allotment, if any, to a new Project Participant, an existing Project Participant, or a Project Associate shall be treated as a substitution under Section 20.1. Prior to the assignment taking effect, the existing Project Participant must notify the other existing Participants in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Project Participants and Project Associates, who shall be provided at least sixty (60) days to exercise the right of first refusal. If one of the existing Project Participants or Project Associates exercises its right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, up for assignment shall be transferred to the existing Project Participant. If two or more existing Project Participants or Project Associates exercise their right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, up for assignment shall be transferred in equal portions to the existing Project Participants and Project Associates. If none of the Project Participants or Project Associates commit to acquire the assigning Project Participant's Water Allotment, if any, up for assignment, then the Parties to this Agreement shall be considered to have waived their right of first refusal. The right of first refusal shall not apply when an existing Project Participant or Project Associate is the assignee. Any assignment under this Section 20.3 must be reviewed and approved by the Cooperative as to technical feasibility. Once the assignment takes place, the assigning Project Participant shall still be a Party to the Agreement, but it shall forfeit or surrender the assigned portion of its Water Allotment to the assignee Project Participant, as well as its voting rights, proportionate to the extent of the assignment. Once assignment takes place, the assigning Project Participant shall cooperate with the Cooperative in any modification to the Project Permits necessary to effectuate this assignment.

21. PERMITS.

21.1 No Party shall interfere with the existing consumptive use permits or existing water, wastewater, or reclaimed water facilities of a Member Government, except as may otherwise be consented to in writing by the Member Government.

21.2 The Parties shall cooperate with each other and no Project Participant shall interfere with the Cooperative's ability to obtain, maintain and comply with any Project Permits.

21.3 No Project Participant shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Cooperative in support of any application for a Project Permit. In the event that an application for a Project Permit will interfere with the existing consumptive use permits or existing water, wastewater or reclaimed water facilities of that Project Participant the provisions of Section 21.1 shall apply.

21.4 No Party shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to any Project Permit sought by the Cooperative, unless the proposed Project Permit directly threatens an existing legal right of that Party to use the water resources of the state, in existence prior to the date of the application for the Project Permit.

21.5 A Member Government that is not a Party under this Agreement is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties or damages associated with any Project Permits.

22. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement. As part of this cooperation, the Project Participants will at a minimum do the following:

22.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to acquire all interests in real property necessary to construct, manage and operate the Project, provided the acquisition is not inconsistent with the Interlocal Agreement.

22.2 Construction, Management and Operation of the Project. The Project Participants shall cooperate and not interfere with the Cooperative's ability to construct, manage and operate the Project.

22.3 Obligations. The Project Participants shall cooperate with the Cooperative should the Cooperative decide in accordance with the Agreement to issue Obligations to fund any Capital Costs incurred by the Cooperative with regard to the Project. In said event, the Project Participants shall comply with the reasonable request of the Cooperative and will, upon such request, do as follows: (1) make available general material and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that any general material and financial information is accurate, does not contain any untrue statements of material fact and does not omit to state a material fact necessary to make the statements contained in the general material and financial information, in light of the circumstances under which they were made not misleading; (4) provide reasonable certifications to be used in a transcript of closing documents; (5) provide and pay for reasonable requested opinions of counsel as to the binding effect of this Agreement, the validity of actions taken as a result of the Agreement, title to real property, as applicable, and pending litigation which could materially affect the Party's

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performance under the Agreement; and, (6) provide guarantee agreements, if required in order to obtain the Obligation. In addition, each Project Participant agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

22.4 Grants and Other Sources of Funding. The Project Participants shall cooperate with the Cooperative in seeking alternative sources of funding for the Project, including, but not limited to, grants.

23. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, the Project Participants are not jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative agrees to indemnify and hold the Project Participants harmless from any injury that the Project Participants or their officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's obligations under this Agreement.

24. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding

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arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

25. NOTICES.

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

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 3383
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839

863-293-4141

City of Fort Meade
City Manager
P. O. 856
Fort Meade, Florida 33841
863-285-1100

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager

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P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375, ext. 237

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

Polk Regional Water
Cooperative
Executive Director
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

25.2 All notices shall also be sent to the Cooperative Executive Director, with separate copies to the Project Administrator.

25.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

26. TIME EXTENSIONS. The Project Board may extend or change any of the deadlines specified in this Agreement.

27. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto, except for lenders of Cooperative Obligations, parties to cooperative funding agreements with the Cooperative and providers of grant funding to the Cooperative.

28. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

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

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

31. ATTORNEY'S FEES AND COSTS.

31.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this Agreement. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the Cooperative in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Project Board.

31.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the Cooperative in any litigation concerning the Project, excluding litigation described in Section 31.1 of this Agreement, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Cooperative in any litigation concerning the Project, excluding litigation described in Section 31.1, shall be deemed a credit to be considered in computation of the Water Charge.

32. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein. This Agreement supersedes and replaces the previously executed Implementation Agreement for the Southeast Wellfield.

33. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

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

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

36. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

37. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

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

39. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement either directly or indirectly nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

[Signatures begin on the following pages]

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By:_____ Dorothea Taylor Bogert, Mayor

Date: _____

ATTEST:

By:_____ Jeffrey Brown, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

February 21, 2022

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

CITY COMMISSION OF
THE CITY OF BARTOW,
FLORIDA

By: _____ Steve Githens, Mayor

Date: _____

ATTEST:

By: _____ Jacqueline Poole, City Clerk

Approved as to form and correctness:

Approved as to substance:

Sean R. Parker, City Attorney

George A. Long, City Manager

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF DAVENPORT,
FLORIDA

By: _____
H.B. "Rob" Robinson, Mayor

Date: _____

ATTEST:

By: _____ Rachel Castillo, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF EAGLE LAKE,
FLORIDA

By: _____ Cory Coler, Mayor

Date: _____

ATTEST:

By: _____ Dawn Wright, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF FT. MEADE,
FLORIDA

By: _____ Robert Elliott, Mayor

Date: _____

ATTEST:

By: _____ Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF HAINES CITY,
FLORIDA

By: _____ Morris L. West, Mayor

Date: _____

ATTEST:

By: _____ Erica Anderson, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____ Nancy Z. Daley, Mayor

Date: _____

ATTEST:

By: _____ Linda Bourgeois, BAS, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF LAKELAND,
FLORIDA

By: _____ H. William Mutz, Mayor

Date: _____

ATTEST:

By: _____ Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____ Eugene Fultz, Mayor

Date: _____

ATTEST:

By: _____ Jennifer Nanek, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF MULBERRY,
FLORIDA

By: _____ George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____ Sharon Lauther, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF POLK CITY,
FLORIDA

By: _____ Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____ Patricia Jackson, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

February 21, 2022

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

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____ Bradley T. Dantzler, Mayor

Date: _____

ATTEST:

By: _____ Vanessa Castillo, MMC City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

February 21, 2022

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

TOWN COMMISSION OF
THE TOWN OF DUNDEE,
FLORIDA

By: _____ Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____ Jenn Garcia, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

February 21, 2022

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

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____ Mike Kehoe, Mayor

Date: _____

ATTEST:

By: _____ Sara Irvine, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Heather Maxwell, Town Attorney

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

ATTEST:

POLK COUNTY, a political subdivision of
the State of Florida

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dr. Martha Santiago, Chair
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

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

POLK REGIONAL WATER COOPERATIVE

By: _____
Eugene Fultz, Chair

Date: _____

ATTEST:

By: _____
Mayor H. William Mutz,
Secretary/Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, FEBRUARY 7, 2022
7:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

I. CALL TO ORDER

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

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 Commissioner Clark advised he would not be at the meeting tonight due to work obligations.

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

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.
Sgt. Freeze is working on the best play for the electronic speed signs.
Sgt. Freeze is working on a new speed trailer.

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

B. City Manager Report

City Manager stated Building Official Donnie True has resigned; his last day will be Friday, February 11, 2022. Mr. Ernharth asked for Commission authorization to enter into a local agreement with the county for Building Inspections; he advised this could be a temporary agreement until we could find another building official.

Commission discussed contacting other cities to see if there was interest in sharing a building official.

MOTION was made by Mayor Coler and seconded by Commissioner Billings authorize City Manager to enter agreement with County.

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

The vote was as follows:

AYES: 4

NAYS: 0

City Manager Ernharth asked for permission to use American Rescue funds in the amount of \$219,000 for an additional public works 50x60 building. He advised the contractor is Steve Williams.

Public Works Director stated that he obtained 3 quotes and Mr. Williams was the lowest.

MOTION was made by Mayor Coler and seconded by Commissioner Metosh to approve use of American Rescue funds in the amount of \$219,000 for a public works building.

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

The vote was as follows:

AYES: 4

NAYS: 0

City Manager Ernharth discussed room rentals and continuous damage to the room.

The Commission discussed discontinuing room rentals, increasing rental deposit charges, and renting during business hours only Monday – Friday; the commission discussed the service it provides to the community.

MOTION was made by Commissioner Metosh and seconded by Commissioner Billings to evaluate all City Rental Facilities and suspend rentals until further notice.

Mayor Coler asked for Commission and audience discussion.

The Commission and staff stated rentals that are currently on the books will be allowed to keep dates.

The vote was as follows:

AYES: 4

NAYS: 0

City Manager Ernharth stated he found a photographer and wanted to know if the meeting on April 18th would work for a picture.

The Commission discussed the direction turn barrier they are putting at Crystal Beach and US 17.

The Commission discussed the traffic flow at Eagle Elementary School and would like the City Manager to contact the School Board about changing the how the busses and parents pick up the students as the new way creates traffic issues.

Sgt. Freeze advised she has spoken to the school regarding their traffic flow issues; she advised she offered suggestions to alleviate the traffic issues, however, the school staff likes how they are currently doing traffic and are resistant to changing it.

C. Request from Narrow Path Outreach Incorporated for Use of Facility

Motion was made by Commissioner Billings and seconded by Commissioner Wilson to deny request.

AYES: 4

NAYS: 0

D. Presentation of Audit

Julie Davis RG & Company presented the audit.

E. Presentation of Trending Analysis from Mike Brynjulfson

Mike Brynjulfson presented the Trending Analysis.

VII. PUBLIC HEARINGS

- A. Consideration of the second reading of Ordinance No.: O-22-02, An Ordinance Amending the City of Eagle Lake Comprehensive Plan to Revise and Update the Plan to Address Changes in Florida Statutes, to Update Dates for Completion of Specific Requirements, to Clean up Duplicate Sections, to Update Maps to Reflect City Limit Expansions, and to Remove the Administrative and Technical Support Sections from the Document; Repealing all Ordinances in Conflict Herewith and Providing an Effective Date.** effective upon second reading

Attorney Maxwell read Ordinance No.: O-22-02 by title only.

MOTION was made by Mayor Coler and seconded by Commissioner Metosh to table Ordinance No.: O-22-02 to March 7, 2022.

Mayor Coler asked for audience and Commissioner discussion.

The vote was as follows:

AYES: 4

NAYS: 0

- B. Consideration of the first reading of Ordinance No.: O-22-04, An Ordinance of the City of Eagle Lake, Florida, providing for Implementation of Water Conservation Measures; Recommended by the Southwest Florida Water Management District; Providing Definitions; Providing for Efficient Indoor Plumbing Requirements; Providing for Landscape Design and Installation Standards; Providing for Irrigation System Design and Installation Standards;**

Providing for Enforcement; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Attorney Maxwell read Ordinance No.: O-22-04 by title only.

MOTION was made by Mayor Coler and seconded by Commissioner Metosh to table Ordinance No.: O-22-04 to March 7, 2022.

Mayor Coler asked for audience and Commissioner discussion.

The vote was as follows:

AYES: 4

NAYS: 0

- C. Consideration of the first reading of **Ordinance No.: O-22-05**, 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 19.96 acres in size, lying West of N. Eagle Drive and East of Eagle Lake, with a Street Address of 0 Eagle Drive and 555 Eagle Drive, Eagle Lake, Florida 33839) Donley Property

Attorney Maxwell read Ordinance No.: O-22-05 by title only.

MOTION was made by Commissioner Metosh and seconded by Commissioner Billings to approve Ordinance No.: O-22-05.

Mayor Coler asked for audience and Commissioner discussion.

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Coler

NAYS: None

- D. Consideration of the first reading of **Ordinance No.: O-22-06**, An Ordinance Amending the City of Eagle Lake, Comprehensive Plan by Revising the Future Land Use Map Series to Assign Medium-Density Residential Future Land Use to Two (2) Annexed Parcels; Amending the City of Eagle Lake, Florida Zoning Map to Apply General Residential (RG) 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 19.96 acres in size, lying West of N. Eagle Drive and East of Eagle Lake, with a street address of 0 Eagle Drive and 555 Eagle Drive, Eagle Lake, Florida 33839) Donley Property

Attorney Maxwell read Ordinance No.: O-22-06 by title only.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-22-06.

Mayor Coler asked for audience and Commissioner discussion.

Attorney Maxwell will be getting with Merle Bishop to address a concern with the effect date before second reading.

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Coler

NAYS: None

- E. Consideration of the first reading of Ordinance No.: O-22-07, An Ordinance of the City Commission of Eagle Lake, Florida, Consenting to the Inclusion of the Entire Territory Within the Municipal Boundaries of the City into a Polk County Municipal Service Benefit Unit; providing for Intent, Purpose and Effect; Providing for the Repeal of Laws in Conflict; Providing for Severability; and Providing an Effective Date.

Attorney Maxwell read Ordinance No.: O-22-07 by title only.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-22-07.

Mayor Coler asked for audience and Commissioner discussion.

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Coler

NAYS: None

- F. Consideration of the first reading of Ordinance No.: O-22-08, An Ordinance of the City of Eagle Lake, Florida Establishing the Eagle Hammock Community Development District Pursuant to Chapter 190, Florida Statutes (2021); Providing a Title; Providing Findings; Creating and Naming the District; Describing the External boundaries of the District; Designating Five Persons to Serve as the initial Members of the District's Board of Supervisors; Providing a Severability Clause; and Providing an Effective Date.

Attorney Maxwell read Ordinance No.: O-22-08 by title only.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-22-08.

Mayor Coler asked for audience and Commissioner discussion.

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 Eagle Lake Municipal Election Administration Agreement

MOTION was made by Mayor Coler and seconded by Commissioner Metosh to approve Eagle Lake Municipal Election Administration Agreement.

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

The vote was as follows:

AYES: 4

NAYS: 0

B. Approval of Potential Election Poll Workers for the April Municipal Election

MOTION was made by Commissioner Wilson and seconded by Commissioner Billings to approve the Potential Election Poll Workers for the April Municipal Election.

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

The vote was as follows:

AYES: 4

NAYS: 0

C. Consideration of Development Agreement with Stanley Martin Homes, LLC (Spruce/Tedder)

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve the Development Agreement with Stanley Martin Homes, LLC /Windsor Reserve (Spruce/Tedder).

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

The vote was as follows:

AYES: 4

NAYS: 0

X. CONSENT AGENDA

- A.** Approval of the Regular City Commission Minutes -----01/03/2022
- B.** Approval of Zambelli contract for Fireworks on June 25, 2022 in the amount of \$6,050.
- C.** Approval of Financials
- D.** Approval of Final Plat for Windsor Reserve Phase 1 (Spruce Tedder Property)

MOTION was made by Commissioner Metosh and seconded by Commissioner Billings to approve the Consent Agenda; items A. the Regular City Commission Minutes of 01/03/2022, B. Zambelli contract for Fireworks on June 25, 2022 in the amount of \$6050 C. the Financials and D. the Final Plat for Windsor Reserve Phase 1 (Spruce/Tedder Property).

Mayor Coler asked for audience and Commissioner discussion.

The vote was as follows:

AYES: 4

NAYS: 0

XI. AUDIENCE

There were no comments from the audience.

XII. CITY ATTORNEY

Attorney Maxwell stated that at the next meeting she will have a resolution on the agenda regarding Code Enforcement Liens.

XIII. CITY COMMISSION

Commissioner Wilson asked if anyone else has volunteered for Mistletoe Marketplace.
Mr. Ernharth stated not at this time.

Commissioner Metosh had no report.

Commissioner Billings had no report.

Mayor Coler asked about getting a toddler swing for new swing set.

Mayor Coler asked that the City Manager contact the carnival folks and ask them to remove carnival signs after the event.

Mayor Coler asked City Manager Ernharth to look into the purchasing of 3 external defibrillator to have at city hall, barn and ball field.

Mr. Ernharth advised the surfacing for the playground is scheduled to be completed later this week.

XIV. ADJOURNMENT

MOTION was made Commissioner Wilson and seconded by Commissioner Billings to adjourn at 7:56 p.m.

The vote was as follows:

AYES: 4

NAYS: 0

MAYOR CORY COLER

ATTEST:

CITY CLERK DAWN WRIGHT

CITY OF EAGLE LAKE - GENERAL FUND

ACCOUNT BALANCE

JAN 2022

ACCOUNT BALANCE AS OF DEC 31, 2021	2,583,350.26
DEPOSITS	831,110.21
CLEARED CHECKS	(592,489.78)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
ACCOUNT BALANCE AS OF JAN 31, 2022	2,821,970.69

OUTSTANDING CHECKS:

44099	CASSADY ELECTRIC INC*	(1,116.07)
44143	PENNONI	(1,678.29)
44177	WATER IMPACT SAVINGS	(44,000.00)
44169	SEWER IMPACT SAVINGS	(44,000.00)
44175	UTILITY FUND	(21,653.92)
44156	CRA-COMMUNITY REDEVELOPMENT AREA	(20,000.00)
44168	PUBLIC BUILDINGS AND FAC. PB	(15,872.00)
44185	PENNONI	(5,001.20)
44166	PARKS AND REC. FEES-PB	(4,656.00)
44167	PENNONI	(1,509.90)
44186	PENNONI	(1,415.68)
44158	FLORIDA PEST CONTROL	(890.00)
44183	PENNONI	(764.34)
44179	PENNONI	(605.00)
44163	JANET MEDEROS - REF	(467.50)
44184	PENNONI	(436.25)
44181	PENNONI	(213.75)
44182	PENNONI	(185.86)
44161	IIMC (MEMBERSHIP)	(175.00)
44159	GLT OFFICE PLUS BUSINESS CENTER	(153.31)
44155	CITY OF LAKE WALES*	(150.00)
44180	UTILITY FUND	(102.00)
44154	CDN PARTNERS INC	(57.50)
44165	NEXAIR, LLC	(43.68)
44188	FLORIDA BLUE	(18,098.24)
44190	GUARDIAN	(650.61)
44191	Liberty National Insurance Company QB	(360.17)
44195	WASHINGTON NATIONAL INS CO	(332.70)
44192	LINCOLN FINANCIAL GROUP	(265.99)
44193	MINNESOTA LIFE	(212.50)
44189	Florida Municipal Insurance Trust QB	(119.17)
44187	EMPLOYEE FUND QB	(72.00)
44194	New York Life Ins QB	(21.68)

CITY OF EAGLE LAKE - GENERAL FUND
ACCOUNT BALANCE

JE #3	Florida Department of Revenue	(120.75)
TOTAL OUTSTANDING CHECKS:		<u>(185,401.06)</u>
General Journal	01/07/2022	254.64
Deposit	01/31/2022	250.00
TOTAL OUTSTANDING DEPOSITS:		<u>504.64</u>
REMAINING ACCOUNT BALANCE:		<u>2,637,074.27</u>

CITY OF EAGLE LAKE
Balance Sheet
As of January 31, 2022

	Jan 31, 22
ASSETS	
Current Assets	
Checking/Savings	
100.000 · Cash & Cash Equivalents	
101.103 · CS - GENERAL FUND	2,637,328.91
102.000 · Reclass to restricted cash	-71,116.79
102.216 · Petty Cash	200.00
102.217 · Petty Cash Library	15.00
Total 100.000 · Cash & Cash Equivalents	2,566,427.12
101.256 · CS - BUILDING/CODE ENFORCEMENT	837.44
101.257 · CS - PARKS & REC FUND	237,856.79
101.258 · CS - PUBLIC BUILDING FUND	874,619.58
101.259 · CS- TRANSPORTATION FUND	202,511.26
115.100 · Reclass FROM unrestricted cash	0.28
Total Checking/Savings	3,882,252.47
Accounts Receivable	
115.101 · *Accounts Receivable	74,625.81
Total Accounts Receivable	74,625.81
Other Current Assets	
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	19,635.29
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	-2,445.53
131.382 · DUE FROM CRA FUND-ADMIN FEES	11,934.94
131.390 · DUE FROM CRA	16,000.00
Total 130.000 · Due From (To) Utility/CRA Fund	30,411.68
149.900 · Undeposited Funds	59.10
2120 · Payroll Asset	0.01
Total Other Current Assets	165,821.88
Total Current Assets	4,122,700.16
TOTAL ASSETS	4,122,700.16
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	17,315.13
Total Accounts Payable	17,315.13
Other Current Liabilities	
202.200 · Accounts Pay.Yr.End.	9,294.82
203.100 · Sales Tax Payable	249.72
205.000 · Polk County Impact Fees Payable	185,315.47
205.101 · POLK COUNTY SHERIFF EDUCATION	2,138.71
205.102 · POLK COUNTY FIRE REVIEW	792.80
205.200 · DBPR Fee Payable	-573.27
205.201 · DCA PAYABLE	-1,635.26
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

02/11/22

CITY OF EAGLE LAKE
Balance Sheet
As of January 31, 2022

	Jan 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	220,805.91
Total Current Liabilities	238,121.04
Total Liabilities	238,121.04
Equity	
271.100 · Fund Balance	3,181,453.77
Net Income	703,125.35
Total Equity	3,884,579.12
TOTAL LIABILITIES & EQUITY	4,122,700.16

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

	Oct '21 - Jan 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
310.000 · Taxes				
311.000 · Ad Valorem Taxes	840,304.32	935,029.00	-94,724.68	89.9%
312.000 · Sales, Use & Gas Taxes				
312.300 · 9th Cent Gas Tax	4,123.84	15,500.00	-11,376.16	26.6%
312.410 · Local Option Gas Tax	27,693.24	85,598.00	-57,904.76	32.4%
312.412 · Local Gov. 1/2 cent sales tax	70,007.18	186,566.00	-116,558.82	37.5%
312.420 · 5-cent Local Option Gas Tax	19,846.01	53,842.00	-33,995.99	36.9%
Total 312.000 · Sales, Use & Gas Taxes	121,670.27	341,506.00	-219,835.73	35.6%
314.000 · Utility Service Taxes				
314.100 · Electric Utility Service Tax	59,366.95	160,000.00	-100,633.05	37.1%
314.150 · Water Utility Service Tax	15,402.19	40,000.00	-24,597.81	38.5%
314.400 · Natural Gas Service Tax	602.36	1,000.00	-397.64	60.2%
314.800 · Propane Service Tax	552.91	1,500.00	-947.09	36.9%
315.000 · Local Communications Serv. Tax	26,936.90	72,000.00	-45,063.10	37.4%
Total 314.000 · Utility Service Taxes	102,861.31	274,500.00	-171,638.69	37.5%
323.000 · Franchise Fees				
323.100 · Electric Franchise Fees	64,438.73	155,000.00	-90,561.27	41.6%
323.700 · Solid Waste Franchise Fee	10,513.49	23,000.00	-12,486.51	45.7%
Total 323.000 · Franchise Fees	74,952.22	178,000.00	-103,047.78	42.1%
Total 310.000 · Taxes	1,139,788.12	1,729,035.00	-589,246.88	65.9%
330.000 · Intergovernmental Revenue				
331.000 · Federal Grants				
331.391 · CDBG Revenue	0.00	54,176.00	-54,176.00	0.0%
Total 331.000 · Federal Grants	0.00	54,176.00	-54,176.00	0.0%
335.000 · State Shared Revenues				
335.120 · SRS Sales Tax	28,048.12	70,000.00	-41,951.88	40.1%
335.122 · SRS - Motor Fuel Tax	10,907.60	30,000.00	-19,092.40	36.4%
335.150 · Alcoholic Beverage Licenses	3.31	500.00	-496.69	0.7%
Total 335.000 · State Shared Revenues	38,959.03	100,500.00	-61,540.97	38.8%
338.800 · County Shared Revenue				
337.700 · Library Cooperative	0.00	25,000.00	-25,000.00	0.0%
337.710 · Delivery Driver System Funding	26,188.06	114,794.00	-88,605.94	22.8%
338.200 · Polk County Occupational Licens	-406.23	1,800.00	-2,206.23	-22.6%
Total 338.800 · County Shared Revenue	25,781.83	141,594.00	-115,812.17	18.2%
Total 330.000 · Intergovernmental Revenue	64,740.86	296,270.00	-231,529.14	21.9%
340.000 · Charges for Services				
341.200 · Zoning Fees	4,100.00	500.00	3,600.00	820.0%
341.300 · Copies/Certifications	12.15	75.00	-62.85	16.2%
342.900 · FDOT Roadway Maintenance	5,982.52	12,000.00	-6,017.48	49.9%
342.901 · FDOT Lighting Maintenance	0.00	15,784.00	-15,784.00	0.0%
352.000 · Library Fines and Collections	419.75	1,500.00	-1,080.25	28.0%
Total 340.000 · Charges for Services	10,514.42	29,859.00	-19,344.58	35.2%
350.000 · Fines & Forfeitures				
341.541 · Police Fines	1,776.95	5,000.00	-3,223.05	35.5%
350.100 · Other Fines and Forfeitures	0.00	100.00	-100.00	0.0%
350.000 · Fines & Forfeitures - Other	489.00			
Total 350.000 · Fines & Forfeitures	2,265.95	5,100.00	-2,834.05	44.4%
360.000 · Other Revenue				
361.100 · Interest Income	118.00	7,000.00	-6,882.00	1.7%
361.110 · Facilities Deposits	5,300.00	1,500.00	3,800.00	353.3%

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

	Oct '21 - Jan 22	Budget	\$ Over Budget	% of Budget
362.100 · Facilities Rental	7,246.72	9,000.00	-1,753.28	80.5%
362.200 · Sprint Tower Lease	0.00	37,325.00	-37,325.00	0.0%
362.201 · T-Mobile Tower Lease	16,831.20	22,500.00	-5,668.80	74.8%
366.000 · Private Donations				
366.101 · Trick or Treat Lane Donations	2,000.00			
366.000 · Private Donations - Other	0.00	1,500.00	-1,500.00	0.0%
Total 366.000 · Private Donations	2,000.00	1,500.00	500.00	133.3%
369.900 · Miscellaneous Income				
369.310 · Misc Revenue - Engineering Fees	47,270.39			
369.994 · Library Grant	3,000.00			
369.900 · Miscellaneous Income - Other	6,276.92	14,000.00	-7,723.08	44.8%
Total 369.900 · Miscellaneous Income	56,547.31	14,000.00	42,547.31	403.9%
Total 360.000 · Other Revenue	88,043.23	92,825.00	-4,781.77	94.8%
367.000 · Licenses and Permits				
316.000 · Business Tax Receipts	2,519.19	8,500.00	-5,980.81	29.6%
322.000 · Building Permits Other				
322.060 · Plan Review Fee	26,693.25	2,000.00	24,693.25	1,334.7%
322.070 · DCA BLDG Cert Charge 1%	55.64	50.00	5.64	111.3%
322.100 · DBPR Radon Surcharge-1%	78.52	50.00	28.52	157.0%
322.150 · Contractor's Registration	300.00	300.00	0.00	100.0%
322.200 · Polk County Imp.Fees 3%	1,682.59	100.00	1,582.59	1,682.6%
322.300 · Building Inspection Fees	4,800.00	9,000.00	-4,200.00	53.3%
322.400 · Building Permits	56,714.70	10,000.00	46,714.70	567.1%
324.610 · Parks and Rec Impact Fee	25,026.00	0.00	25,026.00	100.0%
324.611 · Public BLDG & Fac - Res	85,312.00	0.00	85,312.00	100.0%
Total 322.000 · Building Permits Other	200,662.70	21,500.00	179,162.70	933.3%
Total 367.000 · Licenses and Permits	203,181.89	30,000.00	173,181.89	677.3%
382.000 · Transfers - IN	35,401.36	143,004.00	-107,602.64	24.8%
382.100 · CRA Transfer - IN	6,668.00	20,004.00	-13,336.00	33.3%
Total Income	1,550,603.83	2,346,097.00	-795,493.17	66.1%
Gross Profit	1,550,603.83	2,346,097.00	-795,493.17	66.1%
Expense				
510.000 · General Government				
511.000 · Commissioner Costs				
511.100 · Employee Benefits				
511.210 · FICA Taxes	209.00	600.00	-391.00	34.8%
Total 511.100 · Employee Benefits	209.00	600.00	-391.00	34.8%
511.110 · City Commission Fees/Salaries	2,731.80	8,195.00	-5,463.20	33.3%
511.300 · Operating Expenditures				
511.240 · Workers Compensation Insurance	33.27	150.00	-116.73	22.2%
511.310 · Engineering Services	62,827.21	5,000.00	57,827.21	1,256.5%
511.311 · Legal Services	2,085.00	10,000.00	-7,915.00	20.9%
511.313 · Planning Services	0.00	5,000.00	-5,000.00	0.0%
511.320 · Accounting & Auditing	8,700.00	11,500.00	-2,800.00	75.7%
511.321 · Financial Reporting Svcs	10,434.39	15,000.00	-4,565.61	69.6%
511.340 · Contractual Services	0.00	2,500.00	-2,500.00	0.0%
511.341 · Election Fees	0.00	3,000.00	-3,000.00	0.0%
511.410 · Communication Services	3,121.40	3,600.00	-478.60	86.7%
511.420 · Postage	-66.42	1,000.00	-1,066.42	-6.6%
511.450 · Insurance Property	66,041.25	50,000.00	16,041.25	132.1%
511.460 · Repair & Maint Svcs Comm Bldg	0.00	10,500.00	-10,500.00	0.0%
511.470 · Printing and Binding/ Municipal	1,175.00	4,500.00	-3,325.00	26.1%
511.480 · Advertising / Promotions	1,334.24	5,000.00	-3,665.76	26.7%
511.490 · Other Current Charges	1,142.58	12,000.00	-10,857.42	9.5%
511.512 · Trick or Treat Lane	4,801.42	2,500.00	2,301.42	192.1%

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

	Oct '21 - Jan 22	Budget	\$ Over Budget	% of Budget
511.541 · Travel, Meetings, and Dues	546.00	5,000.00	-4,454.00	10.9%
511.991 · Contingency Fund	0.00	5,500.00	-5,500.00	0.0%
511.992 · Debt Service 1999 Rev Bond	0.00	91,100.00	-91,100.00	0.0%
511.993 · CRA/Community Redevelopment Age	20,000.00	20,000.00	0.00	100.0%
511.998 · Reserve / Contingency	0.00	186,065.00	-186,065.00	0.0%
Total 511.300 · Operating Expenditures	182,175.34	448,915.00	-266,739.66	40.6%
511.600 · CAPITAL OUTLAY	26,600.50	70,000.00	-43,399.50	38.0%
Total 511.000 · Commissioner Costs	211,716.64	527,710.00	-315,993.36	40.1%
512.000 · CITY MANAGER				
512.100 · Employee Benefits				
512.210 · FICA TAXES-CM	2,690.09			
512.100 · Employee Benefits - Other	7,313.88	32,400.00	-25,086.12	22.6%
Total 512.100 · Employee Benefits	10,003.97	32,400.00	-22,396.03	30.9%
512.120 · Salaries and Wages	35,301.60	102,183.00	-66,881.40	34.5%
512.300 · Operating Expenditures				
512.240 · Workers Compensation Insurance	509.17	1,900.00	-1,390.83	26.8%
512.340 · Contractual Services	0.00	500.00	-500.00	0.0%
512.410 · Communication Services	807.84	2,450.00	-1,642.16	33.0%
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	0.00	3,000.00	-3,000.00	0.0%
512.541 · Travel, Meetings, and Dues	1,240.10	2,000.00	-759.90	62.0%
512.991 · Contingency Fund	0.00	2,000.00	-2,000.00	0.0%
Total 512.300 · Operating Expenditures	2,557.11	14,500.00	-11,942.89	17.6%
Total 512.000 · CITY MANAGER	47,862.68	149,083.00	-101,220.32	32.1%
513.000 · Administration				
513.100 · Employee Benefits				
513.210 · Fica Taxes - AD	4,556.02			
513.100 · Employee Benefits - Other	18,581.55	78,000.00	-59,418.45	23.8%
Total 513.100 · Employee Benefits	23,137.57	78,000.00	-54,862.43	29.7%
513.121 · Salaries and Wages	59,519.09	177,344.00	-117,824.91	33.6%
513.140 · Overtime	179.66	300.00	-120.34	59.9%
513.300 · Operating Expenditures				
513.240 · Workers Compensation Insurance	970.48	4,500.00	-3,529.52	21.6%
513.340 · Contractual Svcs (Copier/Lease)	2,261.87	12,000.00	-9,738.13	18.8%
513.410 · Communication Services	1,385.40	15,000.00	-13,614.60	9.2%
513.420 · Postage	2,791.15	5,000.00	-2,208.85	55.8%
513.430 · Utility Services	891.21	3,500.00	-2,608.79	25.5%
513.460 · Repair & Maintenance	0.00	5,000.00	-5,000.00	0.0%
513.490 · Other Expenditures	424.40	9,500.00	-9,075.60	4.5%
513.510 · Office Supplies	800.17	5,000.00	-4,199.83	16.0%
513.540 · Education and Training	881.41	8,000.00	-7,118.59	11.0%
513.541 · Travel, Meetings, & Dues	1,864.01	6,000.00	-4,135.99	31.1%
513.991 · Contingency Fund	0.00	1,500.00	-1,500.00	0.0%
Total 513.300 · Operating Expenditures	12,270.10	75,000.00	-62,729.90	16.4%
Total 513.000 · Administration	95,106.42	330,644.00	-235,537.58	28.8%
Total 510.000 · General Government	354,685.74	1,007,437.00	-652,751.26	35.2%
521.000 · Police Department				
521.300 · Operating Expenditures - PD				
521.340 · Contractual Services - Sheriff	279,000.50	558,001.00	-279,000.50	50.0%
521.410 · Communication Services	604.43	2,000.00	-1,395.57	30.2%
521.430 · Utility Services	891.21	3,000.00	-2,108.79	29.7%

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

	Oct '21 - Jan 22	Budget	\$ Over Budget	% of Budget
521.490 · Other Expenditures	40.00			
Total 521.300 · Operating Expenditures - PD	280,536.14	563,001.00	-282,464.86	49.8%
Total 521.000 · Police Department	280,536.14	563,001.00	-282,464.86	49.8%
541.000 · Streets				
541.100 · Employee Benefits				
541.210 · Fica Taxes - ST	842.43			
541.100 · Employee Benefits - Other	5,443.07	21,600.00	-16,156.93	25.2%
Total 541.100 · Employee Benefits	6,285.50	21,600.00	-15,314.50	29.1%
541.120 · Salaries and Wages	11,029.21	27,040.00	-16,010.79	40.8%
541.140 · Overtime	0.00	2,000.00	-2,000.00	0.0%
541.300 · Operating Expenditures - ST				
541.240 · Workers Compensation Insurance	180.01	700.00	-519.99	25.7%
541.310 · Engineering	4,648.39	2,000.00	2,648.39	232.4%
541.311 · NPDES Charges	124.00			
541.340 · Contractual Services	0.00	2,000.00	-2,000.00	0.0%
541.400 · Petroleum Products	239.87	3,500.00	-3,260.13	6.9%
541.410 · Communication Services	281.47	2,400.00	-2,118.53	11.7%
541.430 · Utility Services	12,829.56	40,000.00	-27,170.44	32.1%
541.460 · Repair and Maintenance	4,091.99	11,000.00	-6,908.01	37.2%
541.490 · Other Expenditures	24.64	1,000.00	-975.36	2.5%
541.521 · Supplies & Materials	171.90	2,000.00	-1,828.10	8.6%
541.522 · Uniforms	0.00	375.00	-375.00	0.0%
541.530 · Road Materials/Street Repair	0.00	2,500.00	-2,500.00	0.0%
541.630 · Street Signs	0.00	5,000.00	-5,000.00	0.0%
Total 541.300 · Operating Expenditures - ST	22,591.83	72,475.00	-49,883.17	31.2%
541.600 · Capitial Outlay - ST				
541.603 · Trsfer Out-Restr. 5 Cent GasTx	0.00	79,000.00	-79,000.00	0.0%
Total 541.600 · Capitial Outlay - ST	0.00	79,000.00	-79,000.00	0.0%
Total 541.000 · Streets	39,906.54	202,115.00	-162,208.46	19.7%
550.000 · Building and Code Enforcement				
550.100 · Employee Benefits				
550.210 · FICA TAXES- CODE	1,482.67			
550.100 · Employee Benefits - Other	5,734.61	24,000.00	-18,265.39	23.9%
Total 550.100 · Employee Benefits	7,217.28	24,000.00	-16,782.72	30.1%
550.120 · Salaries and Wages	23,922.75	63,744.00	-39,821.25	37.5%
550.300 · Operating Expenditures				
550.240 · Workers Compensation Insurance	347.39	1,200.00	-852.61	28.9%
550.311 · Legal Services & Magistrate	659.00	5,000.00	-4,341.00	13.2%
550.400 · Petroleum Products	0.00	1,500.00	-1,500.00	0.0%
550.410 · Communication Services	230.93	2,100.00	-1,869.07	11.0%
550.420 · Postage	184.98	400.00	-215.02	46.2%
550.490 · Other Expenditures	278.49	525.00	-246.51	53.0%
550.491 · Code Enforcement Other	10,600.00	22,000.00	-11,400.00	48.2%
550.522 · Uniforms	0.00	300.00	-300.00	0.0%
550.540 · Education & Training	0.00	1,000.00	-1,000.00	0.0%
550.541 · Travel, Meetings & Dues	75.00	2,000.00	-1,925.00	3.8%
Total 550.300 · Operating Expenditures	12,375.79	36,025.00	-23,649.21	34.4%
Total 550.000 · Building and Code Enforcement	43,515.82	123,769.00	-80,253.18	35.2%
571.000 · Library				
571.100 · Employee Benefits				
571.210 · Fica Taxes - LB	721.25			
571.100 · Employee Benefits - Other	11,648.85	49,600.00	-37,951.15	23.5%
Total 571.100 · Employee Benefits	12,370.10	49,600.00	-37,229.90	24.9%

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

	Oct '21 - Jan 22	Budget	\$ Over Budget	% of Budget
571.120 · Salaries and Wages	9,428.19	27,363.00	-17,934.81	34.5%
571.128 · Delivery Van Drivers				
571.140 · Overtime	0.00	4,500.00	-4,500.00	0.0%
571.212 · FICA VAN DRIVER	1,877.10			
571.242 · Workers Comp.-LB Van Driver	228.17			
571.128 · Delivery Van Drivers - Other	23,110.01	67,849.00	-44,738.99	34.1%
Total 571.128 · Delivery Van Drivers	25,215.28	72,349.00	-47,133.72	34.9%
571.300 · Operating Expenditures				
571.240 · Workers Compensation Insurance	319.09	2,200.00	-1,880.91	14.5%
571.410 · Communication Services	884.35	3,300.00	-2,415.65	26.8%
571.420 · Postage	149.20	250.00	-100.80	59.7%
571.430 · Utility Services	891.20	3,300.00	-2,408.80	27.0%
571.460 · Repair and Maintenance	0.00	500.00	-500.00	0.0%
571.490 · Other Expenditures	105.94			
571.510 · Office Supplies				
571.551 · OFFICE SUPPLIES - GRANT	165.34			
571.510 · Office Supplies - Other	0.00	600.00	-600.00	0.0%
Total 571.510 · Office Supplies	165.34	600.00	-434.66	27.6%
571.521 · Operating Expenses---LB Van Dri	332.98	500.00	-167.02	66.6%
571.660 · Books & Materials				
571.665 · BOOKS & MATERIALS - GRANT	1,187.40			
571.660 · Books & Materials - Other	353.38	1,500.00	-1,146.62	23.6%
Total 571.660 · Books & Materials	1,540.78	1,500.00	40.78	102.7%
Total 571.300 · Operating Expenditures	4,388.88	12,150.00	-7,761.12	36.1%
Total 571.000 · Library	51,402.45	161,462.00	-110,059.55	31.8%
572.000 · Parks & Rec				
572.100 · Employee Benefits				
572.210 · Fica Taxes - PR	783.33			
572.100 · Employee Benefits - Other	4,754.81	19,200.00	-14,445.19	24.8%
Total 572.100 · Employee Benefits	5,538.14	19,200.00	-13,661.86	28.8%
572.120 · Salaries and Wages	10,376.63	28,863.00	-18,486.37	36.0%
572.300 · Operating Expenditures				
572.240 · Workers Compensation Insurance	182.36	750.00	-567.64	24.3%
572.340 · Contractual Services	1,786.00	10,000.00	-8,214.00	17.9%
572.400 · Petroleum Products	729.22	6,000.00	-5,270.78	12.2%
572.410 · Communication Services	161.70	2,000.00	-1,838.30	8.1%
572.430 · Utility Services	12,708.39	49,000.00	-36,291.61	25.9%
572.460 · Repair & Maintenance	13,979.58	20,000.00	-6,020.42	69.9%
572.461 · Grounds-Bldg/Clean/Maint/Veh	6,397.28	24,000.00	-17,602.72	26.7%
572.490 · Other Expenditures	145.84	500.00	-354.16	29.2%
572.512 · Trick or Treat Lane	0.00	2,500.00	-2,500.00	0.0%
572.513 · Hometown Festival (Fireworks)	0.00	5,500.00	-5,500.00	0.0%
572.521 · Supplies & Materials	156.65	7,000.00	-6,843.35	2.2%
572.654 · Mistletoe Marketplace	1,339.75	3,000.00	-1,660.25	44.7%
572.814 · CDBG (Grants)	8,000.00	90,000.00	-82,000.00	8.9%
572.888 · Facilities Deposit Refunds - PR	5,000.00			
Total 572.300 · Operating Expenditures	50,586.77	220,250.00	-169,663.23	23.0%
572.600 · Capital Outlay - PR	11,270.00	20,000.00	-8,730.00	56.4%
Total 572.000 · Parks & Rec	77,771.54	288,313.00	-210,541.46	27.0%
6560 · Payroll Expenses	-339.75			
Total Expense	847,478.48	2,346,097.00	-1,498,618.52	36.1%
Net Ordinary Income	703,125.35	0.00	703,125.35	100.0%

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Accrual Basis

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

	Oct '21 - Jan 22	Budget	\$ Over Budget	% of Budget
Net Income	<u>703,125.35</u>	<u>0.00</u>	<u>703,125.35</u>	<u>100.0%</u>

CITY OF EAGLE LAKE - UTILITY FUND

ACCOUNT BALANCE

JAN 2022

ACCOUNT BALANCE AS OF DEC 31, 2021	2,473,424.47
DEPOSITS	240,334.16
CLEARED CHECKS	(275,964.69)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
ACCOUNT BALANCE AS OF JAN 31, 2022	2,437,793.94

OUTSTANDING CHECKS:

19236	ADVANCED FINGERPRINTING SERVICES - REF	(73.42)
19424	LOUIS KELLY - REF*	(18.20)
19445	MATTHEW ASHMORE - REF	(41.49)
19567	DAWN ANDREWS - REF	(131.81)
19692	LUIS SANCHEZ - REF	(49.53)
19719	ANH NGUYEN - 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)
22458	DORIS RATTON - REF	(115.85)
22465	RICHARD DANIELS - REF	(102.68)
22468	TONY HAMM - REF	(2.59)
22523	FIDENCIO COSTILLA - REF	(15.62)
22568	VSP TAMPA LLC - REF	(124.38)
22554	KEREN ALEXIS - REF	(95.26)
22550	JEANNIE SHANKS - REF	(27.47)
22571	ARIEL SANTOS - REF	(120.30)
JE #32		(5.00)
22616	STEIN MEIR & RONA 2015 REVOCABLE TRUST -	(7.00)
22671	RYAN RAMOS - REF	(76.87)
22678	BLUE HILL CONTRACTORS INC - REF	(3.11)
22740	CHRISTOPHER MAXWELL - REF	(285.24)
22746	EAGLE LAKE RESIDENTIAL - REF	(206.52)

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

JE #20		(856.28)
22801	KATHERINE MONTANA DE JESUS - REF	(149.70)
22805	RAJU GANDHI - REF	(69.91)
22797	DANA KIRPACH -REF	(59.79)
22832	PENNONI ASSOCIATES INC.	(5,962.77)
22831	OPENDOOR LABS INC - REF	(130.85)
22829	NORELBA BRINEZ - REF	(36.85)
22857	WATER IMPACT FUND SAVINGS	(11,000.00)
22846	CITY OF BARTOW	(4,453.92)
22848	D R HORTON - REF	(200.00)
22841	APRIL GEORGE - REF*	(132.67)
22845	CAROLYN WEBER - REF	(68.07)
22855	TRUEMAN LLC - REF	(61.00)
22847	CLAYTON PROPERTIES GROUP - REF	(50.29)
22852	JACQUELINE MATHIAS - REF	(9.02)
JE #20		(726.95)

(26,469.48)

General Journal	12/15/2021	856.28
Deposit	01/31/2022	50.50
Deposit	01/31/2022	215.00
General Journal	01/31/2022	726.95
General Journal	01/31/2022	887.24

TOTAL OUTSTANDING DEPOSITS: 2,735.97

REMAINING ACCOUNT BALANCE: 2,414,060.43

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

	Jan 31, 22
ASSETS	
Current Assets	
Checking/Savings	
101.108 · UNRESTRICTED CASH - ALL	
101.109 · CS- UTILITY FUND	2,414,060.43
151.990 · RECLASS TO RESTRICTED	826,917.16
101.108 · UNRESTRICTED CASH - ALL - Other	200.00
Total 101.108 · UNRESTRICTED CASH - ALL	3,241,177.59
102.216 · PETTY CASH-DRAWER SET UP	50.00
150.001 · RESTRICTED CASH - ALL	
101.104 · CS STORMWATER UTILITY FUND	273,993.14
101.110 · CS- DEPOSIT FUND	276,827.69
101.111 · CS - WATER IMPACT FUND	10,466.83
101.112 · CS- SEWER IMPACT FUND	9,254.09
101.121 · CS- WATER IMPACT SAVINGS	1,562,313.89
101.122 · CS- SEWER IMPACT SAVINGS	1,176,572.34
101.215 · WATER METER PROJECT-BB&T	43,836.90
151.113 · CS- RUS FUND	42,695.52
151.114 · CS- SRF SINKING FUND	62,984.01
151.116 · CS- LIFT STATION FUND	18,603.58
151.999 · RESTRICTED CASH RECLASSIFICATIO	-826,917.16
Total 150.001 · RESTRICTED CASH - ALL	2,650,630.83
Total Checking/Savings	5,891,858.42
Accounts Receivable	
1200 · *Accounts Receivable	5,633.63
Total Accounts Receivable	5,633.63
Other Current Assets	
110.000 · Accounts Receivable, Net	
115.100 · Accounts Receivable	162,579.68
116.100 · Unbilled Accounts Receivable	54,953.48
116.110 · Utility Returned Checks Rec.	21,607.07
117.100 · Allowance for Bad Debts	-5,695.49
Total 110.000 · Accounts Receivable, Net	233,444.74
131.000 · Due From Other Funds	
131.250 · Due to/from General Fund	108,696.94
131.350 · Due From/To Gen.Fund - Other	2,443.93
207.100 · Due to General Fund-Payroll	-19,635.29
207.200 · Due to General Fund-Sani/Storm	15,772.00
Total 131.000 · Due From Other Funds	107,277.58
141.100 · Inventory of Supplies	10,749.32
1499 · Undeposited Funds	1,206.49
Total Other Current Assets	352,678.13
Total Current Assets	6,250,170.18
Fixed Assets	
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 January 31, 2022

	Jan 31, 22
Total 160.900 · Fixed Assets, Net	5,026,702.88
Total Fixed Assets	5,026,702.88
TOTAL ASSETS	11,276,873.06
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	163,095.40
Total Accounts Payable	163,095.40
Other Current Liabilities	
202.500 · Polk County Utility Tax	9,697.46
202.501 · Bartow Sewer Impact Fee Payable	71,820.00
208.100 · DUE TO STATE-UNCLAIMED PROPERTY	-955.10
215.000 · Accrued Payroll and Benefits	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	280,911.09
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	1,180,425.62
Total Current Liabilities	1,343,521.02
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	2,430,701.39
Equity	
281.500 · Retained Earnings	8,142,862.56
Net Income	703,309.11
Total Equity	8,846,171.67
TOTAL LIABILITIES & EQUITY	11,276,873.06

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

	Oct '21 - Jan 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
324.210 · Impact Fees-Water-residential	313,500.00			
324.211 · Impact Fees-Sewer-residential	236,500.00			
343.000 · Charges for Services				
343.300 · Water Charges / User Fee	203,943.97	600,000.00	-396,056.03	34.0%
343.310 · Water Taps	18,200.00	3,000.00	15,200.00	606.7%
343.311 · New Water Meters	62,170.00	5,000.00	57,170.00	1,243.4%
343.312 · Water Reconnect Fee	0.00	8,000.00	-8,000.00	0.0%
343.330 · Service Charge - 1/2	12,780.56	16,000.00	-3,219.44	79.9%
343.360 · Customer Billing Fee - 1/3	20,973.00	55,000.00	-34,027.00	38.1%
343.400 · Garbage Collection	176,984.10	435,000.00	-258,015.90	40.7%
343.500 · Sewer Charges / User Fee	257,671.50	700,000.00	-442,328.50	36.8%
343.510 · Tap Fees - Sewer	21,500.00	3,000.00	18,500.00	716.7%
343.520 · Polk County Utility Tax-CITY SH	39.68	100.00	-60.32	39.7%
343.900 · Stormwater Fees	30,600.90	65,000.00	-34,399.10	47.1%
349.000 · Late Fees - 1/2	13,480.60	30,000.00	-16,519.40	44.9%
Total 343.000 · Charges for Services	818,344.31	1,920,100.00	-1,101,755.69	42.6%
361.000 · Interest Income	175.77	4,500.00	-4,324.23	3.9%
369.901 · Miscellaneous Income - 1/2	1,975.08	2,000.00	-24.92	98.8%
Total Income	1,370,495.16	1,926,600.00	-556,104.84	71.1%
Gross Profit	1,370,495.16	1,926,600.00	-556,104.84	71.1%
Expense				
533.000 · Water				
533.100 · Employee Benefits				
533.210 · Fica Taxes - WD	3,770.68			
533.222 · PENSION	3,021.00			
533.230 · Life & Health Insurance - WD	11,950.07			
533.100 · Employee Benefits - Other	0.00	66,000.00	-66,000.00	0.0%
Total 533.100 · Employee Benefits	18,741.75	66,000.00	-47,258.25	28.4%
533.120 · Salaries and Wages	46,318.55	132,559.00	-86,240.45	34.9%
533.125 · On Call Pay	3,496.65	8,500.00	-5,003.35	41.1%
533.140 · Overtime	1,186.34	3,500.00	-2,313.66	33.9%
533.300 · Operating Expenses				
533.240 · Insurance	753.47	3,000.00	-2,246.53	25.1%
533.310 · Engineering Services	315.60	10,000.00	-9,684.40	3.2%
533.311 · Legal Services	815.00	5,000.00	-4,185.00	16.3%
533.320 · Accounting & Auditing - WD	2,000.00	6,000.00	-4,000.00	33.3%
533.340 · Contractual Services	1,201.71	6,500.00	-5,298.29	18.5%
533.400 · Petroleum Products	2,765.73	10,000.00	-7,234.27	27.7%
533.410 · Communications Services	2,023.96	7,000.00	-4,976.04	28.9%
533.420 · Postage Supplies & Billing 1/3	3,306.70	9,500.00	-6,193.30	34.8%
533.430 · Utilities	3,048.99	57,000.00	-53,951.01	5.3%
533.450 · Insurance Auto & Equipment	0.00	15,000.00	-15,000.00	0.0%
533.460 · Repairs & Maint Svc (Equip/Veh)	8,935.33	25,000.00	-16,064.67	35.7%
533.480 · ADVERTISING	109.25	2,500.00	-2,390.75	4.4%
533.490 · Other Expenditures	557.26	2,000.00	-1,442.74	27.9%
533.521 · Supplies & Materials (Tools)	4,239.41	5,000.00	-760.59	84.8%
533.522 · Uniforms	102.13	1,000.00	-897.87	10.2%
533.540 · Education and Training	0.00	200.00	-200.00	0.0%
533.541 · Travel, Meetings, & Dues	116.03	200.00	-83.97	58.0%
533.555 · Chemicals	0.00	14,500.00	-14,500.00	0.0%
533.560 · POLK REGIONAL WATER COOPERATI...	4,061.41	2,500.00	1,561.41	162.5%
533.581 · Transfer to General Fund/Adm	14,166.68	60,900.00	-46,733.32	23.3%
533.602 · Repairs & Maint Svc (Plants)	34,889.71	40,000.00	-5,110.29	87.2%
533.996 · Debt Service Rus Water	0.00	54,709.00	-54,709.00	0.0%
533.998 · Reserve/Contingency	0.00	75,855.00	-75,855.00	0.0%
Total 533.300 · Operating Expenses	83,408.37	413,364.00	-329,955.63	20.2%

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

	Oct '21 - Jan 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	1,989.54			
Total 533.000 · Water	155,141.20	663,923.00	-508,781.80	23.4%
533.999 · AMERICAN RESCUE PLAN EXPENSE WD	112,708.18			
534.000 · Solid Waste				
534.300 · Operating Expenses				
534.340 · Contract for Solid Waste	85,586.46	320,000.00	-234,413.54	26.7%
534.913 · Due to Gen Fund Admin S Waste	7,068.00	21,204.00	-14,136.00	33.3%
Total 534.300 · Operating Expenses	92,654.46	341,204.00	-248,549.54	27.2%
Total 534.000 · Solid Waste	92,654.46	341,204.00	-248,549.54	27.2%
535.000 · Sewer/Waste Water Services				
535.100 · Employee Benefits				
535.210 · FICA Taxes - SW	4,728.22			
535.222 · PENSION	4,360.84			
535.230 · Life & Health Insurance - SW	16,143.33			
535.100 · Employee Benefits - Other	0.00	90,000.00	-90,000.00	0.0%
Total 535.100 · Employee Benefits	25,232.39	90,000.00	-64,767.61	28.0%
535.120 · Salaries and Wages	57,052.64	163,496.00	-106,443.36	34.9%
535.125 · On Call Pay	3,615.94	9,000.00	-5,384.06	40.2%
535.140 · Overtime	1,160.45	3,000.00	-1,839.55	38.7%
535.300 · Operating Expenses				
535.240 · Insurance	848.10	3,000.00	-2,151.90	28.3%
535.310 · Engineering	8,289.41	5,000.00	3,289.41	165.8%
535.311 · Legal Services	0.00	600.00	-600.00	0.0%
535.312 · NPDES Charges	0.00	1,000.00	-1,000.00	0.0%
535.320 · Accounting & Auditing - SW	2,000.00	11,000.00	-9,000.00	18.2%
535.340 · Contractual Services	2,492.53	4,500.00	-2,007.47	55.4%
535.400 · Petroleum Products	2,321.36	10,000.00	-7,678.64	23.2%
535.410 · Communications Services	1,298.50	4,500.00	-3,201.50	28.9%
535.420 · Postage Supplies & Billing 1/3	3,174.34	9,000.00	-5,825.66	35.3%
535.430 · Utilities	13,948.96	28,000.00	-14,051.04	49.8%
535.431 · Wastewater Treatment - SW	37,530.90	155,000.00	-117,469.10	24.2%
535.450 · Insurance Auto & Equip	0.00	29,500.00	-29,500.00	0.0%
535.460 · Repairs & Maint Svc (Equip/Veh)	86.76	5,000.00	-4,913.24	1.7%
535.490 · Other Expenditures	197.45	500.00	-302.55	39.5%
535.521 · Supplies & Materials (Tools)	12.96	1,500.00	-1,487.04	0.9%
535.522 · Uniforms	291.35	900.00	-608.65	32.4%
535.541 · Travel, Meetings & Dues	116.00	1,500.00	-1,384.00	7.7%
535.581 · Transfer Out - Other Funds	14,166.68	60,900.00	-46,733.32	23.3%
535.602 · Repairs & Maint-Syst (Lift Sta)	3,051.60	12,000.00	-8,948.40	25.4%
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	17,085.73	21,721.00	-4,635.27	78.7%
535.998 · Reserve / Contingency	0.00	75,856.00	-75,856.00	0.0%
Total 535.300 · Operating Expenses	106,912.63	555,977.00	-449,064.37	19.2%
Total 535.000 · Sewer/Waste Water Services	193,974.05	821,473.00	-627,498.95	23.6%
535.600 · Capital Outlay	0.00	50,000.00	-50,000.00	0.0%
535.999 · AMERICAN RESCUE PLAN EXPENSE SD	112,708.16			
538.581 · Trnsfer of Stormwater Fees	0.00	50,000.00	-50,000.00	0.0%
Total Expense	667,186.05	1,926,600.00	-1,259,413.95	34.6%
Net Ordinary Income	703,309.11	0.00	703,309.11	100.0%
Net Income	703,309.11	0.00	703,309.11	100.0%

CITY OF EAGLE LAKE - CRA

ACCOUNT BALANCE

JAN 2022

ACCOUNT BALANCE AS OF DEC 31, 2021	225,022.34
DEPOSITS	1.90
CLEARED CHECKS	(1,894.11)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00

ACCOUNT BALANCE AS OF JAN 31, 2022	223,130.13
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OUTSTANDING CHECKS:

TOTAL OUTSTANDING CHECKS	0.00
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REMAINING ACCOUNT BALANCE	223,130.13
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City of Eagle Lake CRA
Balance Sheet
As of January 31, 2022

	Jan 31, 22
ASSETS	
Current Assets	
Checking/Savings	
101.408 · PB- CRA COMMUNITY REDEVELOPMENT	223,130.13
Total Checking/Savings	223,130.13
Other Current Assets	
131.382 · DUE TO GENERAL FUND-ADMIN FEES	-11,934.94
Total Other Current Assets	-11,934.94
Total Current Assets	211,195.19
TOTAL ASSETS	211,195.19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.000 · Accounts Payable	25.00
Total Accounts Payable	25.00
Other Current Liabilities	
131.390 · DUE TO GENERAL FUND --LOAN PAY	16,000.00
Total Other Current Liabilities	16,000.00
Total Current Liabilities	16,025.00
Total Liabilities	16,025.00
Equity	
1110 · Retained Earnings	158,680.07
Net Income	36,490.12
Total Equity	195,170.19
TOTAL LIABILITIES & EQUITY	211,195.19

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

	<u>Oct '21 - J...</u>	<u>Budget</u>	<u>\$ Over Bu...</u>	<u>% of Budget</u>
Income				
310.000 · Taxes-Other				
311.100 · CRA Ad Valorem taxes - E.L.	0.00	20,000.00	-20,000.00	0.0%
311.101 · Polk Cty.-tax increment EL-...	44,068.66	40,500.00	3,568.66	108.8%
Total 310.000 · Taxes-Other	44,068.66	60,500.00	-16,431.34	72.8%
361.100 · Interest Income	6.69	400.00	-393.31	1.7%
Total Income	44,075.35	60,900.00	-16,824.65	72.4%
Gross Profit	44,075.35	60,900.00	-16,824.65	72.4%
Expense				
510.000 · Operating Expenses				
510.311 · Legal Services	0.00	2,000.00	-2,000.00	0.0%
510.313 · Planning Services	0.00	2,000.00	-2,000.00	0.0%
510.420 · Postage, Supplies & Materi...	0.00	100.00	-100.00	0.0%
510.430 · Utilities	717.23	2,000.00	-1,282.77	35.9%
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%
510.490 · Other Expenditures	25.00			
510.510 · Office Supplies - CRA	0.00	500.00	-500.00	0.0%
510.520 · OPERATING SUPPLIES	0.00	500.00	-500.00	0.0%
510.541 · Travel, Meetings and Dues	0.00	100.00	-100.00	0.0%
510.832 · Facade Grant	0.00	4,000.00	-4,000.00	0.0%
510.991 · CRA CONTIGENCY	0.00	24,696.00	-24,696.00	0.0%
Total 510.000 · Operating Expenses	917.23	37,896.00	-36,978.77	2.4%
510.320 · Accounting & Auditing	0.00	3,000.00	-3,000.00	0.0%
510.581 · Transfer Out - Other Funds	6,668.00	20,004.00	-13,336.00	33.3%
Total Expense	7,585.23	60,900.00	-53,314.77	12.5%
Net Income	36,490.12	0.00	36,490.12	100.0%

Bad Debt List: September 2021 - January 2022

<u>Account #</u>	<u>Customer Name</u>	<u>Service Address</u>	<u>End Date</u>	<u>Total</u>
6163-0	BAKER, LINDA	2226 ZINFANDEL LN	1/25/2022	30.44
557901-0	GLISSON, ANGELIA & DANNY	654 E LAKE AVE	1/19/2022	163.93
6396-0	WALLACE, CHIANNE	2118 CABERNET CT	1/18/2022	231.73
6330-0	HERRERA, EDWIN	578 SQUIRES GROVE DR	1/7/2022	163.2
2979-0	COOK, MICHELLE	83 N 2ND ST	12/30/2021	44.22
6407-0	MIKELL, ZAKIYA	107 FALL GLO RD	12/28/2021	109.52
6415-0	JR, RANDALL LONKER	248 W PEARCE AVE	12/27/2021	106.93
6458-1	JUSTICE TAYLOR	113 FALL GLO RD	12/1/2021	234
6511-0	CLAYTON PROPERTIES GROUP	983 FIRST DR	12/1/2021	26.19
3608-0	BILLINGS, RANDY	942 E EAGLE AVE	11/29/2021	182.07
4855-0	MCINTOSH SR, STEVEN	775 E FINDLEY AVE	11/5/2021	43.14
5846-0	TAYLOR, SYLVESTER	435 SQUIRES GROVE DR	11/2/2021	10.89
5338-0	FOUNTAIN, BRANDI	721 N 10TH ST	11/2/2021	51
5553-0	ELDSTROM, WILFRED	547 W WOODARD ST	10/27/2021	98.63
6241-1	CHRISTINE BARTLETT	855 E EAGLE AVE	10/4/2021	7.2
1668-0	CARRUTH, STEVEN	415 S TERRACE DR	9/7/2021	37.35
Total:				\$1,540.44

**INTERLOCAL AGREEMENT BETWEEN POLK COUNTY, FLORIDA
AND THE CITY OF EAGLE LAKE, FLORIDA,
REGARDING POLK COUNTY PROVIDING BUILDING OFFICIAL SERVICES,
BUILDING PLANS REVIEW SERVICES AND BUILDING INSPECTION SERVICES**

This Interlocal Agreement ("Agreement") made and entered by and between Polk County, a political subdivision of the State of Florida ("COUNTY"), and the City of Eagle Lake, an incorporated municipality located in Polk County and incorporated under the laws of the State of Florida, ("MUNICIPALITY"), as follows:

RECITALS:

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act) authorizes the COUNTY and the MUNICIPALITY (collectively "Parties") to enter interlocal agreements to ensure the most efficient use of the Parties respective powers and to exercise, jointly, any power, privilege, or authority which such agencies share and which each might exercise separately; and

WHEREAS, both the MUNICIPALITY and the COUNTY have the power to inspect buildings, structures, and facilities in protection of the public health, safety, and welfare and to enforce the Florida Building Code pursuant to the provisions of Chapter 553, Florida Statutes; and

WHEREAS, the MUNICIPALITY is desirous, and the COUNTY can provide Building Official services, plans review services and building inspection services on behalf of the MUNICIPALITY; and

WHEREAS, the Parties recognize that such services benefit the citizenry at large.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the Parties hereby agree as follows:

SECTION 1: RECITALS

The above recitals are true and correct and by reference incorporated herein.

SECTION 2: COUNTY RESPONSIBILITIES AND COSTS FOR SERVICE

- A. The COUNTY will provide Building Official services as needed at a rate of \$45.00 per hour, with a \$50.00 per week minimum charge if the MUNICIPALITY is utilizing the Accela software or \$100.00 per week minimum if the MUNICIPALITY is not utilizing Accela software. The MUNICIPALITY shall be responsible for the Building Official's minimum charge stated herein even if the Building Official service is not used for that week. The minimum charge covers phone calls and one meeting per week by the COUNTY. The MUNICIPALITY, at the sole discretion of the COUNTY, may be charged for Building Official's service and COUNTY costs that exceed the service covered by the minimum charge for any time the Building Official or COUNTY staff is used for any purpose including without limitations meeting with COUNTY staff, MUNICIPALITY Staff, or contractor regarding plans being reviewed by the COUNTY pursuant to this Agreement, onsite visits, travel to and from meetings or onsite visits, or costs and fees for defending legal actions or challenges to COUNTY determinations involving plans submitted pursuant to this Agreement or structures within the MUNICIPALITY.
- B. The Parties agree that the rates stated in Paragraphs 2(A), (C) & (D) may be changed by a written signed agreement between the Parties without the necessity of amending this Agreement.
- C. The COUNTY will, under the direction of COUNTY'S Building Official, review construction plans submitted to the MUNICIPALITY by a building permit applicant for the purpose of determining compliance with the Florida Building Code; the cost for Residential Plans Review shall be \$55.00 or 25% of the Building Permit Fee being charged by the MUNICIPALITY, whichever amount is greater. The cost for Commercial Plans Review shall be \$102.00 or 25% of the Building Permit Fee being charged by the MUNICIPALITY, whichever amount is greater.
- D. The COUNTY will complete all building inspections, as are necessary for approval of the residential and commercial construction sites, at a cost of \$35.00 per inspection.

- E. The COUNTY through the COUNTY'S Building Official shall be responsible for issuing Stop Work Orders pursuant to the Florida Building Code.
- F. The COUNTY will furnish to the MUNICIPALITY one user license for the Accela permitting software and one user license for the plans submittal software at no charge.
- G. The COUNTY shall send an invoice to the MUNICIPALITY by the 10th (tenth) day of the month following the month the services were completed or costs were accrued by the COUNTY. Failure of the COUNTY to submit an invoice for services or costs as provided for in this Section does not excuse the MUNICIPALITY from paying for the services or costs. Payment shall be due thirty (30) days from the date the invoice is received by the MUNICIPALITY.

SECTION 3: MUNICIPALITY RESPONSIBILITIES

- A. Permits will continue to be issued by the MUNICIPALITY and any fees due at the time of building permit issue will be collected by the MUNICIPALITY.
- B. The MUNICIPALITY will be responsible for coordinating any required inspections with the COUNTY.
- C. The MUNICIPALITY shall not issue a Certificate of Occupancy without the completion of all items on the Building Official's Checklist (provided by the COUNTY).
- D. Unless otherwise approved by the COUNTY, the MUNICIPALITY shall collect the building plans from the building permit applicant and submit the plans to the COUNTY.
- E. The MUNICIPALITY will be responsible for providing all hardware and software necessary to properly run the Accela permitting software and the plans submittal software, including the cost of the internet connection.
- F. The MUNICIPALITY shall send payment to the COUNTY within thirty (30) days of receiving an invoice. The MUNICIPALITY'S payment for service shall not be conditioned on receiving payment from a building permit applicant and the MUNICIPALITY shall be responsible for payment to the COUNTY even if the MUNICIPALITY does not receive payment from the building permit applicant.

- G. The MUNICIPALITY shall be responsible to reimburse the COUNTY for any costs and fees, including attorney fees that are expended by the COUNTY in any legal actions or defending determinations involving structures or plans for structures within the MUNICIPALITY. Without waiving sovereign immunity pursuant to Florida Statutes Section 768.28, the MUNICIPALITY will hold the COUNTY harmless and indemnify the COUNTY from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the MUNICIPALITY, its agents, or its employee's failure to comply with the provisions of this Agreement and/or its negligent acts or omissions, to the extent permissible by Florida Law.
- H. The MUNICIPALITY shall continue to be responsible for enforcement of the Florida Building Code through the MUNICIPALITY'S enforcement board, special magistrate, or other boards or entities that have the jurisdiction over the enforcement of the Florida Building Code within the MUNICIPALITY. The COUNTY through its Building Official shall assist the MUNICIPALITY in the enforcement of the Florida Building Code.

SECTION 4: TERM OF THE AGREEMENT

The term of this Agreement shall begin on March 1, 2022 and shall remain in effect until terminated by either party as provided herein. This Agreement may be terminated by either party with or without cause upon ten (10) days written notice to the other party of this Agreement. Unless otherwise directed by the MUNICIPALITY, in writing, the COUNTY shall complete the plans review, building inspection and continue to provide Building Official services for those building plans submitted to the COUNTY prior to the termination. The MUNICIPALITY shall remain responsible for payment of services provided by or costs incurred by the COUNTY both before and after the termination of this Agreement for any services provided in response to building plans submitted by the MUNICIPALITY prior to the termination of this Agreement.

SECTION 5: NOTICES

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight, and coordination in the performance of this Agreement.

TO COUNTY:

POLK COUNTY
C/o County Manager
330 West Church St
Bartow, Florida 33830

TO MUNICIPALITY:

CITY OF EAGLE LAKE
C/o City Manager
75 N. 7th Street
PO Box 129
Eagle Lake, Florida 33839

w/copy to:

Building Division Director
P.O. Box 9005, Drawer
GM02 Bartow, FL 33831-
9005

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement. Designation shall be by written, certified, return receipt U.S. Mail, facsimile transmission, or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used; a record of confirmation of receipt of such transmission must be maintained.

All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or

(ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

SECTION 6: GENERAL PROVISIONS

- A. **Waiver:** Failure of the Parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the Parties written consent. Any such waiver by the Parties in one instance shall not constitute a waiver of subsequent default unless it specifically states so in the written consent.
- B. **Modification:** Except as otherwise specifically provided in this Agreement, this Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by the Parties.
- C. **Governing Law and Venue:** This Agreement shall be governed and interpreted under the laws of the State of Florida. The Parties hereby irrevocably (i) agrees that any suit, action or other legal proceeding with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections relating to the venue of any such suit, action or proceeding in any of the courts referred to in this Section or to service of any writ, summons or other legal process in accordance with applicable law.
- D. **Employee Status:** Persons employed by the COUNTY or the MUNICIPALITY, in the performance of services and functions pursuant to this Agreement, shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to officers and employees of the other party to this Agreement.
- E. **Sovereign Immunity:** Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity under Section 768.28, Florida Statutes or considered a waiver of immunity or the limits of liability beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other state statute. To the extent anything contained in this Agreement constitutes a waiver of sovereign immunity, such terms and conditions shall be interpreted to the fullest extent possible to effectuate the intent of the Parties but deleting any terms or conditions which would constitute a waiver of sovereign immunity.

- F. **Severability:** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- G. **Integration:** Parties agree that this Agreement sets forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the subject matter of this Agreement, whether written or oral. Any prior agreements or contracts between the Parties pertaining to the subject matter of this Agreement are hereby mutually terminated.
- H. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.
- I. **Headings:** The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- J. **Independence of Parties:** This Agreement is not intended and shall not be construed in a way to deprive any party of the jurisdictional powers vested in said party nor is it the intention of the Parties to combine their individual departments into a single department to provide the services encompassed by this Agreement. In addition, it is the intent of this Agreement that the Parties shall always act as independent governmental entities.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: The City of Eagle Lake, through its City Commission, signing by and through its Mayor, authorized to execute same Commission action on the _____ day of _____, 2022 and by Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2022.

ATTEST:

Stacy M. Butterfield, Clerk

**POLK COUNTY BOARD OF
COUNTY COMMISSIONS**


By: _____
Deputy Clerk

By: _____
Martha Santiago, Chairman


Approved as to form and correctness:

By: _____
County Attorney's Office

ATTEST:

By: 
Dawn Wright, City Clerk

CITY OF EAGLE LAKE, FLORIDA

By: 
Cory Coler, Mayor or Authorized Representative

Approved as to form and correctness:

By: _____
, City Attorney

Dawn Wright, City Clerk

Cory Coler, Mayor or Authorized
Representative

Approved as to form and correctness:

By: 
Heather R. Maxwell, City Attorney