

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, MAY 01, 2023
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
- C. Proclamation - National Public Works Week, May 21, 2023 through May 27, 2023
- D. Proclamation – National Police Officer Memorial Week, May 15, 2023 through May 21, 2023.

VII. PUBLIC HEARINGS

- A. Consideration of the second reading of **Ordinance No.: O-23-08**, An Ordinance of the City Commission of the City of Eagle Lake, Florida, Amending the City of Eagle Lake Code of Ordinances, Chapter 16, Utilities, Article V. Billing Procedures, Fees and Deposits, Section 16-144 and Section 16-146; Providing No More than One Utility Bill Payment Extension May Be Granted within a Six Month Time Period; Providing for 15 Day Temporary Utility Connections; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
- B. Consideration of the first reading of **Ordinance No.: O-23-10**, An Ordinance of the City Commission of the City of Eagle Lake Code of Ordinances, Chapter 16, Utilities, Article V. Billing Procedures, Fees and Deposits, Section 16-142 and Section 16-144; Increasing the Fee for After Hours Utility Connection and Disconnection Requests; Providing Utility Accounts are Subject to Immediate Water Service Disconnection for Dishonored Checks; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

VIII. OLD BUSINESS

IX. NEW BUSINESS

X. CONSENT AGENDA

- A. Approval of the Regular City Commission Minutes -----04/17/20223
- B. Approval of Financials

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, APRIL 25, 2023
BY CITY CLERK DAWN WRIGHT, MMC, FCRM, PHRP

FROM THE DESK OF THE CITY MANAGER

Memo To: Mayor and Commissioners

Date: May 1, 2023

Ref: Monthly Report

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Ground Breaking – A new church is proposed to be built at the corner of Spruce Road and Hwy 17. They are having a ground breaking on May 6th at 1:00 p.m. and are asking us to attend. Please let me know if you can make it.

Library Openings – We have bad news in that Dale Storms and Paula Nester are both leaving the city as their children would like them to move closer to them. Dale will be returning to New York and Paula to Arizona. They will be leaving once they sell their properties here in Florida. It is because of their commitment that we have discovered that there is a demand for a library in Eagle Lake.

Looking forward, due to the city's growth and the increased traffic in the library, I would like to look for a full-time library director to continue to move us forward. I was planning to propose this within the budget but these resignations are making it more of a priority.

Rate Study – We are looking to have the results of the rate study at a meeting with the consultant on May 4th and if so, will present it at our first meeting in June.

PROCLAMATION

City of Eagle Lake, Florida

National Public Works Week Proclamation
May 21 – 27, 2023
“Connecting the World Through Public Works”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Eagle Lake; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the City of Eagle Lake to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, Cory Coler, Mayor of the City of Eagle Lake, do hereby designate the week May 21 – 27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Dated this 15th day of May 2023 in City of Eagle Lake, Florida.

ATTEST:

Mayor Cory Coler

City Clerk Dawn Wright

PROCLAMATION
City of Eagle Lake, Florida

National Police Officers Memorial Week
May 15, 2023 – May 21, 2023

WHEREAS, in 1962, President John F. Kennedy signed the first proclamation recognizing May 15th as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, our law enforcement officers are the guardians of life and property; defenders of the individual right to be free; warriors in the battle against crime; and are dedicated to the preservation of life and property;

WHEREAS, police officers' risk their lives each and every day in order to ensure public safety; and

WHEREAS, the City of Eagle Lake honors the valor, service, and dedication of all Police Officers, and publicly salutes the service of each and every one of our Polk County Sheriffs' Deputies;

WHEREAS, National Police Officer Week and National Peace Officers Memorial Day are opportunities to honor officers who have fallen in the line of duty, and recognize the sacrifices made by the families of those officers and the families of those who continue to protect and serve our communities;

NOW, THEREFORE, I, Cory Coler, do hereby recognize May 15-21, 2023, as **NATIONAL POLICE OFFICERS WEEK**, and May 15, 2023, as **NATIONAL PEACE OFFICERS MEMORIAL DAY** in Eagle Lake, and call upon our citizens to make every effort to express appreciation to these men and women who are willing to sacrifice their lives, if necessary, to guard us and our loved ones against all who would violate the law.

Dated this 1st day of May, 2022 in City of Eagle Lake, Florida.

ATTEST:

Mayor Cory Coler

City Clerk Dawn Wright

ORDINANCE NO.: O-23-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AMENDING THE CITY OF EAGLE LAKE CODE OF ORDINANCES, CHAPTER 16, UTILITIES, ARTICLE V. BILLING PROCEDURES, FEES AND DEPOSITS, SECTION 16-144 AND SECTION 16-146; PROVIDING NO MORE THAN ONE UTILITY BILL PAYMENT EXTENSION MAY BE GRANTED WITHIN A SIX MONTH TIME PERIOD; PROVIDING FOR 15 DAY TEMPORARY UTILITY CONNECTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake provides water and sewer services to customers within the territorial boundaries of the City and within its Chapter 180 service area; and

WHEREAS, the City Commission deems it in the best interest of the City and for orderly operations of City Hall, to give the City Manager discretion to approve up to one temporary extension for utility bill payment to a customer within a six month time period; and

WHEREAS, the City Commission also deems it in the best interest of the City to allow for temporary utility connections for up to 15 days, upon payment of appropriate deposit, in order to accommodate property owners in various foreseeable circumstances, such as, in order to clean a vacated rental unit; and

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

1. Section 16-144 of the Code of Ordinances shall be amended and shall read as follows (~~striktthrough~~ language deleted, underline language added):

Sec. 16-144. – Payment of fees and bills.

- (a) Utility bills for monthly charges and fees for solid waste, water and sewer service shall be submitted by the clerk and shall be paid by the users monthly. All bills for water shall be due upon receipt and should be paid on or before the 15th of the month following the month in which the water is used. When charges for solid waste, water and sewer remain unpaid after the 15th of the month, a \$10.00 late charge will be added to the bill and become a part of the bill and all charges shall be considered "past due."
- (b) All amounts past due shall be paid within ten days of the date of delinquency, failing which shall render the user liable to have his supply of water cut off without notice. In all cases where the water is subject to cutoff, a service charge of \$50.00 shall be imposed without regard to whether the service is off or on. The service charge of \$50.00 shall also cover the

reconnection of water service once the user's account is current. Payment of bills by checks that are returned to the city for nonpayment will result in the maximum service charge authorized by law.

(c) Each month the city shall render a joint bill for water service, sewer service and solid waste service. When the billing is more than one of these three services, the city shall not accept payment for any one service separately from another service or other services included in the joint bill for all services rendered.

(d) After a customer has been delinquent three times in a calendar year, a customer's check for payment is returned for insufficient funds two times in a calendar year, or the combination of delinquencies and checks returned for insufficient funds equals three or more, the customer's deposit will be adjusted to the amount listed in section 16-141 for "potential bad debt customers" the then current utility deposit schedule. In addition to the foregoing, any customer who has two returned payments will be required to make utility payments on a cash only basis. No additional checks, electronic payments, or automatic withdrawals will be accepted as a form of payment. An additional NSF fee will be applied to all returned payments.

(e) Governmental entities shall be given an additional 15 days in which to pay utility bills so that all bills for utilities shall be paid on or before the 30th of the month in which the utility is used.

(f) The city manager may grant an extension to pay a utility bill to any person holding solid waste, water or sewer account, or any combination thereof, with the city upon the presentation of the following documentation:

- (1) Proof of loss of a job or other source of income; or
- (2) Proof of an essential and necessary expense that must be paid; and
- (3) Proof that the source of income or essential and necessary expense has caused the inability to pay the current solid waste, water or sewer bill.

No extension shall exceed 30 days in length. No more than one extension shall be granted in any ~~12~~ 6-month period per utility account, or per customer if customer has more than one utility account with city. No extension shall be considered unless a request for extension has been received by the City on or before the 25th calendar day of the month preceding the date on which the extension would begin if granted.

For the purposes of subsection (f), "proof" means any document which tends to show the fact being demonstrated with a high degree of certainty. Any customer denied an extension may ask the city commission to review the decision of denial made by the city manager.

2. Section 16-146 of the Code of Ordinances is amended and shall read as follows (~~striketrough~~ language deleted, underline language added):

Sec. 16-146. – ~~Fee for turning water meter on and off.~~ Temporary utility connections, administration, deposits and fees.

(a) There is imposed a fee, as set forth in the schedule on file with the city clerk, for each request to turn off/or turn on a water meter in order to make repairs at any location.

(b) Property owners or their authorized representatives may obtain temporary water/sewer service for up to 15 calendar days, as provided in this section.

- (1) Temporary use may be requested for each residential unit up to two times within any 12-month time period, subject to exceptions that may be granted at the discretion of the city manager.
- (2) Such persons will be required to submit a new utility account application and submit a deposit equal to one-half of the deposit amount required for accounts as set forth in Sec. 16-141 of this Chapter. The deposit shall be retained in a special account to ensure payment of all administrative and user charges, and shall be refunded to the rate payer, less any accumulated charges, after temporary service is discontinued.

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

4. All ordinances in conflict herewith are hereby repealed.

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

6. This Ordinance shall take effect immediately upon passage.

INTRODUCED on first reading this 17th day of April, 2023.

PASSED on second reading this 1st day of May, 2023.

CITY OF EAGLE LAKE, FLORIDA

CORY COLER, MAYOR

ATTEST

CITY CLERK, DAWN WRIGHT

Approved as to form:

CITY ATTORNEY, HEATHER R. MAXWELL

ORDINANCE NO.: O-23-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AMENDING THE CITY OF EAGLE LAKE CODE OF ORDINANCES, CHAPTER 16, UTILITIES, ARTICLE V. BILLING PROCEDURES, FEES AND DEPOSITS, SECTION 16-142 AND SECTION 16-144; INCREASING THE FEE FOR AFTER HOURS UTILITY CONNECTION AND DISCONNECTION REQUESTS; PROVIDING UTILITY ACCOUNTS ARE SUBJECT TO IMMEDIATE WATER SERVICE DISCONNECTION FOR DISHONORED CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake provides water and sewer services to customers within the territorial boundaries of the City and within its Chapter 180 service area; and

WHEREAS, the City of Eagle Lake has experienced a significant increase in amount of utility accounts and an associated increase in customer service requests, as well as an increase in utility payment complications due to dishonored checks; and

WHEREAS, the City Commission deems it in the best interest of the City to increase the fee for requests for after-hours utility service connections and disconnections to defray the cost of providing after-hours staff necessary to accommodate such customer requests; and

WHEREAS, the City Commission also deems it in the best interest of the City to authorize the immediate disconnection of water service to customers who have made payment with a worthless check, and to authorize the imposition of associated bank fees, service charges, or other amounts that are authorized by Florida Statute;

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

1. Section 16-142 of the Code of Ordinances shall be amended and shall read as follows (~~striking through~~ language deleted, underline language added):

Sec. 16-142. – Customer billing, administration, inspection and service fees.

The following fees are hereby imposed ~~and may be amended by Resolution from time to time:~~

- (1) A fee of \$3.00 per month on each user of utility services, including water, sewer and garbage collection, provided by the city. This fee will be charged regardless of whether a customer uses all of the utility services provided and shall be included as part of each customer's monthly bill. This

fee will be charged monthly regardless of usage or non-usage of any service to defray the costs for the preparation of the monthly billing statement including the reading of the water meter, and applies to all customers of the utility system including those that are on a temporary hold for any reason.

(2) A fee of \$3.00 per month for customers with separate irrigation meters on each monthly irrigation meter billing statement during months where there is usage. The fee shall be to defray the costs for the preparation of the monthly irrigation meter billing statement and reading of the irrigation meter.

(3) A one-time residential administration fee of \$20.00 for new residential account set-up which shall be included on the customer's first monthly billing statement. If a customer establishes a separate irrigation meter account and/or hydrant meter account then the one-time administration fee shall also be charged on each of those accounts and included on the customer's first monthly billing statement for such accounts.

(4) A one-time commercial administration fee of \$45.00 for new commercial account set-up which shall be included on the customer's first monthly billing statement. If a customer establishes a separate irrigation meter and/or hydrant meter account then the one-time administration fee shall also be charged on each of those accounts and included on the customer's first monthly billing statement for such accounts.

(5) A fee of \$25.00, along with an application for service, to have water turned on for a 24 hour period for inspection purposes.

(6) A fee of ~~\$50.00~~ \$75.00 to have service turned on or turned off after 4:00 p.m. on any city business day. In the absence of payment of said fee, service connections and/or reconnections shall be made the following business day if the payment required therefor is received after 4:00 p.m.

2. Section 16-144 of the Code of Ordinances shall be amended and shall read as follows (~~striketrough~~ language deleted, underline language added):

Sec. 16-144. – Payment of fees and bills.

(a) Utility bills for monthly charges and fees for solid waste, water and sewer service shall be submitted by the clerk and shall be paid by the users monthly. All bills for water shall be due upon receipt and should be paid on or before the 15th of the month following the month in which the water is used. When charges for solid waste, water and sewer remain unpaid after the 15th of the month, a \$10.00 late charge will be added to the bill and become a part of the bill and all charges shall be considered "past due."

(b) All amounts past due shall be paid within ten days of the date of delinquency, failing which shall render the user liable to have his supply of water cut off without notice. In all cases where the water is subject to cutoff, a service charge of \$50.00 shall be imposed without regard to whether the service is off or on. The service charge of \$50.00 shall also cover the reconnection of water service once the user's account is current. Payment of bills by checks that are returned to the city for nonpayment will result in the maximum service charge authorized by law.

(c) Each month the city shall render a joint bill for water service, sewer service and solid waste service. When the billing is more than one of these three services, the city shall not accept payment for any one service separately from another service or other services included in the joint bill for all services rendered.

(d) After a customer has been delinquent three times in a calendar year, a customer's check for payment ~~is returned for insufficient funds~~ has been dishonored two times in a calendar year, or the combination of delinquencies and dishonored checks ~~returned for insufficient funds~~ equals three or more, the customer's deposit will be adjusted to the amount listed in section 16-141 for "potential bad debt customers" ~~the then current utility deposit schedule.~~ A customer who has made payment with a dishonored check is subject to bank fees, service charge(s), and/or other amounts authorized by F.S. §68.065. Such customer is also subject to immediate water disconnection, without notice, and any disconnect/reconnect charges set forth in this Chapter. ~~In addition to the foregoing, a~~ Any customer who has two returned dishonored payments will be required to make utility payments on a cash only basis. No additional checks, electronic payments, or automatic withdrawals will be accepted as a form of payment.. ~~An additional NSF fee will be applied to all returned payments.~~

(e) Governmental entities shall be given an additional 15 days in which to pay utility bills so that all bills for utilities shall be paid on or before the 30th of the month in which the utility is used.

(f) The city manager may grant an extension to pay a utility bill to any person holding solid waste, water or sewer account, or any combination thereof, with the city upon the presentation of the following documentation:

- (1) Proof of loss of a job or other source of income; or
- (2) Proof of an essential and necessary expense that must be paid; and
- (3) Proof that the source of income or essential and necessary expense has caused the inability to pay the current solid waste, water or sewer bill.

No extension shall exceed 30 days in length. No more than one extension shall be granted in any 6-month period per utility account, or per customer if customer has more than one utility account with city. No extension shall be considered unless a request for extension has been received by the City on or before the 25th calendar day of the month preceding the date on which the extension would begin if granted.

For the purposes of subsection (f), "proof" means any document which tends to show the fact being demonstrated with a high degree of certainty. Any customer denied an extension may ask the city commission to review the decision of denial made by the city manager.

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

4. All ordinances in conflict herewith are hereby repealed.

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

6. This Ordinance shall take effect immediately upon passage.

INTRODUCED on first reading this ____ day of _____, 2023.

PASSED on second reading this ____ day of _____, 2023.

CITY OF EAGLE LAKE, FLORIDA

CORY COLER, MAYOR

ATTEST

CITY CLERK, DAWN WRIGHT

Approved as to form:

CITY ATTORNEY, HEATHER R. MAXWELL

GENERAL PLANNING SERVICES

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the ____ day of _____, 2023 by and between **THE CITY OF EAGLE LAKE**, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **CIVILSURV DESIGN GROUP, INC.**, hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City solicited qualifications for non-exclusive Contracts to perform Professional General Planning Services from professional consulting firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on April 17, 2023, the City Commissioner approved negotiation a continuing contract; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and condition contained herein, do agree as follows:

1. RECITALS

The Recitals set forth above are fully incorporated into the Contract by reference.

2. SERVICES

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of General Planning Services including, but not limited to, the following*:

- Land Use Planning, site planning and site design
- Comprehensive Planning
- Transportation Planning and impact analysis
- Concurrency and alternatives
- Impact Fee updates and analysis
- Land Development Code and ordinance preparation
- Economic and Market Feasibility studies and analysis
- Neighborhood or small area plan development
- Variance Administration

*Work associated with the above will include, as needed, preparation of ordinances and resolutions, preparation and/or review of legal notices, preparation, and transmittal of required information to the Florida Department of Economic Opportunity and/or other local, state or federal agencies.

3. TERM

The term of the Contract shall be for a period of 5 (five) years beginning on **May 1, 2023** and continuing through **May 1, 2028**.

4. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement pursuant to the approved hourly rate schedule attached hereto as Exhibit "A". All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Invoices will be submitted on a monthly basis for services performed and expenses incurred pursuant to this Agreement during the prior billing period. Payment of such invoice will be due upon presentation. Services provided under this contract may meet the definition of "Construction Services" as defined in F.S. §218.72.

5. PERIOD OF SERVICE

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance may be adjusted appropriately.

The City shall provide all criteria and full information as to City's requirements for the assignment. The City Manager, or his/her designee shall have authority to act on City's behalf on all matters concerning the assignment.

6. TIME OF PERFORMANCE

Each task performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period.

7. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional consulting services related to General Planning Services in the areas of urban and town planning, urban design, rural planning, architecture, landscape architecture, transportation planning, comprehensive planning, economics, impact fees, public outreach and engagement, market analysis, GIS, ordinance and code drafting and other related planning tasks and projects for the City.

8. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

9. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

10. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period. With regard to the Consultant, the following items shall be considered a default under this Agreement:

- (1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.
- (3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The City may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to §287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the City may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

11. SUB-CONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the City. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the City the Consultant must incorporate the terms of this contract.

12. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will submit an exemption certificate if requested by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

13. INSURANCE

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the City with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the City's approval for adequacy. The City shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Agreement. The City shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. COMMERCIAL GENERAL LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

B. COMMERCIAL AUTO LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

C. WORKERS' COMPENSATION

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

D. PROFESSIONAL LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of \$1,000,000.00 coverage.

E. OTHER INSURANCE PROVISIONS

The General Liability policy shall contain or be endorsed to contain, the following provisions:

- (1) The City, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insureds for any and all liability arising out of the Consultant's

performance of this Agreement. The coverage shall contain no special limitations on scope of protection offered to the City, its Officers, Officials, Employee, Agents and Volunteers.

(2) The Consultant's insurance coverage shall be primary insurance as respects the City, its Officers, Officials, Employees, Agents and Volunteers for Consultant's activities. Any insurance or self- insurance maintained by the City, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, its Officers, Officials, Employees, Agents, or Volunteers.

(4) The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

PURSUANT TO §558.0035, FLORIDA STATUTES, SUBCONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

14. INDEMNIFICATION

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

15. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to

terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

16. PUBLIC RECORDS

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, the Consultant shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (863)293-4141 dwright@eaglelakefl.gov, OFFICE OF THE CITY CLERK.

17. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion

of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

18. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

19. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

20. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and electronic files to the City.

21. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the

City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

25. NON DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

26. ENFORCEMENT COSTS

It is understood and agreed that the Consultant's services under this Agreement do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

27. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described herein and to accept the obligation for payment for the services.

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

28. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

29. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

31. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

- (a) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (b) Notify the City of any estimated change in the completion date, and

(c) Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the City.

32. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

City Manager
City of Eagle Lake
75 N. 7th Street
Eagle Lake, FL 33839

With a Copy To:

City Attorney
City of Eagle Lake
75 N. 7th Street
Eagle Lake, FL 33839

As to the Consultant:

CivilSurv Design Group, Inc.
2525 Drane Field Road, Suite 7
Lakeland, FL 33811
Phone: (863) 646-4771

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

33. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

34. WAIVER

No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

35. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Polk County, Florida, for claims under state law and the Middle District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Administrator who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

38. MEDIATION

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Polk County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

39. ANTITRUST ASSIGNMENT

The Consultant and the City and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

CITY COMMISSION
CITY OF EAGLE LAKE, FLORIDA

CITY CLERK

BY: _____
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

WITNESSES:

CIVILSURV DESIGN GROUP, INC.

(1) 

BY: 

(2) 

PRINT NAME: MARK FREDERICK

EXHIBIT A FEE SCHEDULE

Job Classification	Hourly Rate
Administrative Assistant	\$80.00
Associate 1	\$85.00
Associate 2	\$100.00
Associate 3	\$120.00
Sr. Associate	\$135.00
Project Manager	\$160.00
Sr. Project Manager	\$190.00
Director	\$225.00
Principal	\$240.00
Expert Witness	\$300.00
Survey Crew	\$175.00
Survey Crew with MOT	\$220.00
SUE Designating Crew	\$200.00
SUE Locations/GPR Crew	\$285.00
Subconsultant	Reimbursable Rate + 10%

Effective June 1, 2022



EXHIBIT B

Direct Expenses

Cost per Unit

Photographic Copies

Color Copies

a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14" or 11"x 17"	\$ 2.00
c) 24"x 36"	\$20.00

Black & White Copies

a) Any Size up to 11"x17"	\$ 0.25
b) 24"x 36" Blackline	\$ 3.00
c) 30" x 42" Blackline	\$ 3.00
d) 24" x 36" Sepia	\$10.00
e) 24"x 36" Mylar	\$15.00

Laminating/Transparency Film Covers	\$ 3.00
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Display Boards

Mounted (Foam) 30"x 40"	\$45.00
Mounted (Foam) 40"x 60" and larger	\$75.00

3 Ring Binders 1"	\$ 2.50
Dividers (Tabs) Set of 10	\$ 1.00
Acco/GBC Binding	\$ 3.00

Facsimiles	\$ 2.50
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Overnight Packages/Courier & Delivery Services	\$25.00 (Estimate, Actual Cost)
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Postage: 1 st Class	Current US Postal rate
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Mileage:	\$ 0.625 / mile – Current IRS Rate
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****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heacock Insurance Group, LLC 100 E Main St Lakeland FL 33801	CONTACT NAME: Tami Troyer PHONE (A/C, No, Ext): 863-683-2228 E-MAIL ADDRESS: ttroyer@heacock.com FAX (A/C, No): 863-683-3309
INSURED CivilSurv Design Group, Inc. 2525 Drane Field Road, Ste 7 Lakeland FL 33811	INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American Insurance Co INSURER B: Travelers Property Casualty Co of Florida INSURER C: Travelers Casualty & Surety INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 411633395**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6807H35081A	2/27/2023	2/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA4R383261	2/27/2023	2/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5F95257A	2/27/2023	2/27/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	UB0K247374	2/27/2023	2/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Professional Liability Crime			RENL OF LHR794768 6807H35081A	2/27/2023 2/27/2023	2/27/2024 2/27/2024	Per Claim/Aggregate Retention Crime 2,000,000 10,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an Additional Insured under the general liability policy when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**The City of Eagle Lake
75 N. 7th Street
Eagle Lake FL 33839

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, APRIL 17, 2023
7:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

I. CALL TO ORDER

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

II. INVOCATION

Commissioner Metosh gave the invocation.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

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

IV. ROLL CALL

PRESENT: Billings, Wilson, Metosh, Clark, Coler

ABSENT: None

V. AUDIENCE

Luz Ramirez 1782 Eagle Pines Circle asked if the new city trucks will be decaled.
Mr. Ernharth stated the lights are on order and he will check the status of the lights and decals.

Nicholas Roumoul, 1175 N 12th St. had questions regarding the water system rates, and if water meters are read monthly.

City Manager Ernharth advised that our meters are read every month electronically. Workers only need to be physically at the meter if the system alerts us of an issue with the meter.
Mayor Coler stated incremental rate increases are done yearly due to raising costs.

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

A. Staff Reports

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

Mayor Coler stated we will have a new Captain in the Southeast District as Captain Shea has been chosen to go to Safe Schools.

B. City Manager Report

City Manager Ernharth approval RE: Truck, iPad, large format printer/scanner.

MOTION was made by Mayor Coler and seconded by Commissioner Billings to approve the purchase of a Truck, iPad and large format printer scanner in the amount not to exceed \$55,000.

The vote was as follows:

AYES: 5

NAYS: 0

C. Proclamation - Municipal Clerks Week, April 30, 2023 through May 6, 2023.

Mayor Coler read Proclamation for Municipal Clerks Week.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve the Proclamation for Municipal Clerks Week, April 30, 2023 – May 6, 2023.

There were no Commission or audience discussion.

The vote was as follows:

AYES: 5

NAYS: 0

D. Consideration of the resignation of Raquel Martinez from the Planning Commission

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve the resignation of Raquel Martinez from the Planning Commission.

The vote was as follows:

AYES: 5

NAYS: 0

E. Consideration of the appointment of Brandi Freeze to the Planning Commission filling remaining term of vacant seat

MOTION was made by Commissioner Wilson and seconded by Commissioner Billings to appoint Brandi Freeze to the Planning Commission filling the remaining term of vacant seat and to waive the requirement for a background check.

The vote was as follows:

AYES: 5

NAYS: 0

VII. PUBLIC HEARINGS

A. Consideration of the second reading of Ordinance No.: O-23-07, An Ordinance Amending Chapter 16, Article V, Administration, Inspection and Service Fees, of the Code of Ordinances of the City of Eagle Lake, Florida, providing for an Increased One Time Administration Fee for Commercial Account Set-Ups; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Attorney Maxwell read Ordinance No.: O-23-07 by title only.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-23-07.

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

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Clark, Coler

NAYS: None

- B. Consideration of the first reading of Ordinance No.: O-23-08, An Ordinance of the City Commission of the City of Eagle Lake, Florida, Amending the City of Eagle Lake Code of Ordinances, Chapter 16, Utilities, Article V. Billing Procedures, Fees and Deposits, Section 16-144 and Section 16-146; Providing No More than One Utility Bill Payment Extension May Be Granted within a Six Month Time Period; Providing for 15 Day Temporary Utility Connections; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**

Attorney Maxwell read Ordinance No.: O-23-08 by title only.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve Ordinance No.: O-23-08.

Mayor Coler asked for audience and Commission discussion.

There was discussion that it is more appropriate to give people an extension every 6 months versus one extension yearly as the year starts from the date request.

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Clark, Coler

NAYS: None

- C. Consideration of uses for Community Development Block Grant (CDBG) allocation in the amount of \$ 17,395.00 and authorize City Manager to submit proposal.**

City Manager Ernharth stated staff is recommending continue banking monies, so that, we can have a larger sum of money to purchase larger ADA equipment, ADA surfacing and benches.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to continue banking monies, so that, the city can purchase larger ADA equipment, ADA surfacing and benches for the recreational project at Eagle Lake Beach.

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

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Clark, Coler

NAYS: None

VIII. OLD BUSINESS

There was no old business.

IX. NEW BUSINESS

- A. Administrating Oath of Office to Suzy Wilson and Scott Clark**

City Clerk Wright administered the Oath of Office to Commissioner Suzy Wilson and Commissioner Scott Clark.

B. Election of Mayor

MOTION was made by Commissioner Wilson and seconded by Commissioner Billings to appoint Commissioner Coler as Mayor.

The vote was as follows:

AYES: 5

NAYS: 0

C. Election of Vice Mayor

MOTION was made by Mayor Coler and seconded by Commissioner Billings to appoint Commissioner Wilson as Vice Mayor.

AYES: 5

NAYS: 0

D. Select Member and Alternate Member for the Polk Regional Water Cooperative

MOTION was made by Mayor Coler and seconded by Commissioner Metosh to appoint Commissioner Billings as the Polk Regional Water Cooperative Board Member and Commissioner Wilson as the Alternate Board Member for the Polk Regional Water Cooperative.

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

The vote was as follows:

AYES: 5

NAYS: 0

E. Consideration of the appointment of Commissioners as representatives to TPO Board, Ridge League of Cities Board Member, and Sports Association Liaison.

MOTION was made by Commissioner Wilson and seconded by Mayor Coler to appoint Mayor Coler as the Ridge League of Cities Board Member, Commissioner Metosh as the representative to the TPO Board and Commissioner Clark as the Sports Association Liaison.

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

The vote was as follows:

AYES: 5

NAYS: 0

F. Approval of Emergency Repair to Sewer Force Main on Eagle Lake Loop in the amount of \$85,480.00

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to Emergency Repair to Sewer Force Main on Eagle Lake Loop in the amount of \$85,480.00.

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

The vote was as follows:

AYES: 5

NAYS: 0

G. Accept proposal from DRP Dominica Recreation Products in the amount not to exceed \$150,000 for playground equipment

MOTION was made by Commissioner Wilson and seconded by Mayor Coler to accept proposal from DRP Dominica Recreation Products in the amount not to exceed \$150,000 for playground equipment and allow staff to negotiate equipment.

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

The vote was as follows:

AYES: 5

NAYS: 0

H. Accept proposal submitted by Wannemacher Jensen Architects for Architect Services for City Hall Complex

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to accept proposal submitted by Wannemacher, Jensen Architects for Architect Services for City Hall Complex.

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

The vote was as follows:

AYES: 5

NAYS: 0

I. Accept proposal from CivilSurv to become City's Planner

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to accept proposal submitted by CivilSurv to become City's Planner.

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

The vote was as follows:

AYES: 5

NAYS: 0

J. Consideration of Resolution No. R-23-06, A Resolution Vacating a Parcel of Land Approximately 6 Feet in Width and 112 Feet in Length Lying withing Eagle Lake, Polk County, Florida.

Attorney Maxwell read Resolution No. R-23-06 by title only.

MOTION was made by Commissioner Metosh and seconded by Commissioner Billings to approve Resolution No. R-23-06.

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

The vote was as follows:

AYES: 5

NAYS: 0

X. CONSENT AGENDA

A. Approval of the Regular City Commission Meeting Minutes-----03/06/2023

B. Approval of Financials

C. Approval of Bad Debt List ----- \$1,950.03

MOTION was made by Commissioner Billings and seconded by Commissioner Clark to approve the Consent Agenda items: A. the Regular City Commission Meeting Minutes of 03/06/2023, B. the Financials and C. the Bad Debt List in the amount of \$1,950.03.

Mayor Coler asked for audience and Commission discussion.

The Commission questioned why the 203 Maple St. bill was so high.

Tiffany Griffith, Utility Billing Clerk stated that there was theft of utilities and they are in contact with the owner. She advised staff is discussing reading all meters including inactive meters. She advised currently inactive meters aren't read.

Mr. Ernharth stated staff is currently discussing an appropriate fee as our currently utility system charges us a fee for each account read.

The vote was as follows:

AYES: 5

NAYS: 0

XI. AUDIENCE

There were no comments from the audience.

XII. CITY ATTORNEY

Attorney Maxwell had no report.

XIII. CITY COMMISSION

Commissioner Wilson had no report.

Commissioner Metosh had no report.

Commissioner Billings had no report.

Commissioner Clark had no report.

Mayor Coler stated along with Sgt. Turner, the Metosh's, Clerk Wright and he attended the Grand Opening of KC's Wash & Go. He advised the laundromat is a lot bigger than it looks.

Mayor Coler stated that a Lake Region student was selected for the vocational scholarship from the Ridge League of Cities.

Mayor Coler stated he will be also attending the Lake Regions graduation ceremony.

He advised that it appears the bill that will be passed to require Commissioners and others to file a Form 6 instead of Form 1 will pass.

He stated the next Ridge League of Cities Dinner is in June in Lakeland.

XIV. ADJOURNMENT

MOTION was made by Commissioner Metosh and seconded by Commissioner Billings to adjourn at 7:41 p.m.

The vote was as follows:

AYES: 5

NAYS: 0

MAYOR CORY COLER

ATTEST:

CITY CLERK DAWN WRIGHT

CITY OF EAGLE LAKE - GENERAL FUND
ACCOUNT BALANCE

MAR 2023

ACCOUNT BALANCE AS OF FEB 28, 2023	4,248,785.65
DEPOSITS	1,581,592.55
CLEARED CHECKS	(1,263,167.67)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00

ACCOUNT BALANCE AS OF MAR 31, 2023	4,567,210.53
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OUTSTANDING CHECKS:

44428	CITY OF TAYLORS FALLS PCCA - REF	(100.00)
45127	POLK COUNTY LIBRARY COOPERATIVE *	(20.00)
45366	FLORIDA AUTO AND FLEET	(87.06)
45398	FLORIDA BLUE	(20,290.69)
45400	GUARDIAN	(599.46)
45405	WASHINGTON NATIONAL INS CO	(332.70)
45402	LINCOLN FINANCIAL GROUP	(284.55)
45401	Liberty National Insurance Company QB	(257.00)
45403	MINNESOTA LIFE	(214.80)
45399	Florida Municipal Insurance Trust QB	(113.86)
45404	New York Life Ins QB	(21.68)
45432	POLK COUNTY SHERIFF	(142,290.25)
45429	UTILITY FUND	(24,360.66)
45426	SML, INC	(10,000.00)
45422	POLK COUNTY SHERIFF	(9,311.64)
45433	PENNONI	(5,418.00)
45410	BUSINESS CARD - TE	(4,566.46)
45431	PENNONI	(4,311.65)
45428	TEM SYSTEMS INC	(2,432.00)
45408	BRYNJULFSON CPA PA	(1,926.83)
45420	PENWORTHY	(1,032.44)
45416	MIDAMERICA BOOKS	(973.45)
45413	CIVICPLUS LLC	(800.00)
45419	PENNONI	(635.00)
45411	CDN PARTNERS INC	(517.50)
45415	Demco	(437.87)
45417	MODERN MARKETING	(207.44)
45424	RICOH USA INC	(165.85)
45421	POLK COUNTY BOCC - SIGNS	(162.82)
45427	STAPLES CREDIT PLAN	(158.85)
45407	BOARD OF CO COMM - FUEL	(115.80)
45406	AWARDS NETWORK	(100.00)
45409	BUSINESS CARD - DW	(100.00)
45412	CENGAGE LEARNING INC / GALE	(41.23)
JE #5		(4,163.45)

TOTAL OUTSTANDING CHECKS:	(236,550.99)
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Deposit	03/30/2023	396.00
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TOTAL OUTSTANDING DEPOSITS:	396.00
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REMAINING ACCOUNT BALANCE:	4,331,055.54
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CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar ...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
310.000 · Taxes				
311.000 · Ad Valorem Taxes	1,194,967.98	1,189,000.00	5,967.98	100.5%
312.000 · Sales, Use & Gas Taxes				
312.300 · 9th Cent Gas Tax	8,774.05	16,000.00	-7,225.95	54.8%
312.410 · Local Option Gas Tax	48,585.46	92,869.00	-44,283.54	52.3%
312.412 · Local Gov.1/2 cent sales tax	129,045.36	224,937.00	-95,891.64	57.4%
312.420 · 5-cent Local Option Gas Tax	30,404.02	58,849.00	-28,444.98	51.7%
Total 312.000 · Sales, Use & Gas Taxes	216,808.89	392,655.00	-175,846.11	55.2%
314.000 · Utility Service Taxes				
314.100 · Electric Utility Service Tax	104,465.78	172,000.00	-67,534.22	60.7%
314.150 · Water Utility Service Tax	23,961.73	50,000.00	-26,038.27	47.9%
314.400 · Natural Gas Service Tax	9.07	1,000.00	-990.93	0.9%
314.800 · Propane Service Tax	1,167.36	1,500.00	-332.64	77.8%
315.000 · Local Communications Serv. Tax	44,398.96	72,000.00	-27,601.04	61.7%
Total 314.000 · Utility Service Taxes	174,002.90	296,500.00	-122,497.10	58.7%
323.000 · Franchise Fees				
323.100 · Electric Franchise Fees	105,589.82	165,000.00	-59,410.18	64.0%
323.400 · Natural Gas Franchise Fees	1,133.60			
323.700 · Solid Waste Franchise Fee	10,000.00	23,000.00	-13,000.00	43.5%
Total 323.000 · Franchise Fees	116,723.42	188,000.00	-71,276.58	62.1%
Total 310.000 · Taxes	1,702,503.19	2,066,155.00	-363,651.81	82.4%
330.000 · Intergovernmental Revenue				
335.000 · State Shared Revenues				
335.120 · SRS Sales Tax	53,211.46	90,000.00	-36,788.54	59.1%
335.122 · SRS - Motor Fuel Tax	20,693.37	30,000.00	-9,306.63	69.0%
335.150 · Alcoholic Beverage Licenses	0.00	5,200.00	-5,200.00	0.0%
Total 335.000 · State Shared Revenues	73,904.83	125,200.00	-51,295.17	59.0%
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	59,848.61	122,987.00	-63,138.39	48.7%
338.200 · Polk County Occupational Licens	1,201.20	2,500.00	-1,298.80	48.0%
Total 338.800 · County Shared Revenue	61,049.81	150,487.00	-89,437.19	40.6%
Total 330.000 · Intergovernmental Revenue	134,954.64	275,687.00	-140,732.36	49.0%
340.000 · Charges for Services				
341.200 · Zoning Fees	3,050.00	500.00	2,550.00	610.0%
341.300 · Copies/Certifications	8.55	75.00	-66.45	11.4%
342.900 · FDOT Roadway Maintenance	6,031.40	12,000.00	-5,968.60	50.3%
352.000 · Library Fines and Collections	638.20	1,500.00	-861.80	42.5%
Total 340.000 · Charges for Services	9,728.15	14,075.00	-4,346.85	69.1%
350.000 · Fines & Forfeitures				
341.541 · Police Fines	2,639.66	5,000.00	-2,360.34	52.8%
350.100 · Other Fines and Forfeitures	0.00	100.00	-100.00	0.0%
Total 350.000 · Fines & Forfeitures	2,639.66	5,100.00	-2,460.34	51.8%
360.000 · Other Revenue				
361.100 · Interest Income	1,880.66	6,500.00	-4,619.34	28.9%
362.100 · Facilities Rental	1,150.00			
362.200 · Sprint Tower Lease	0.00	37,325.00	-37,325.00	0.0%
362.201 · T-Mobile Tower Lease	25,485.40	38,000.00	-12,514.60	67.1%
366.000 · Private Donations				
366.101 · Donations for City Events	1,850.00			
366.300 · Donations - Library	80.00			

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04/12/23

Accrual Basis

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar ...	Budget	\$ Over Budget	% of Budget
366.000 · Private Donations - Other	0.00	4,000.00	-4,000.00	0.0%
Total 366.000 · Private Donations	1,930.00	4,000.00	-2,070.00	48.3%
369.900 · Miscellaneous Income				
340.901 · Reimbursements				
340.910 · Reimbursement-Sports Assoc.	959.50			
Total 340.901 · Reimbursements	959.50			
369.125 · LIEN PAYMENTS	200.00			
369.310 · Misc Revenue - Engineering Fees	88,648.76			
369.996 · E-Rate Reimbursement	755.78			
369.900 · Miscellaneous Income - Other	7,150.90	14,000.00	-6,849.10	51.1%
Total 369.900 · Miscellaneous Income	97,714.94	14,000.00	83,714.94	698.0%
Total 360.000 · Other Revenue	128,161.00	99,825.00	28,336.00	128.4%
367.000 · Licenses and Permits				
322.000 · Building Permits Other				
322.050 · Subdivision Permit App.Fee	4,600.00	2,900.00	1,700.00	158.6%
322.060 · Plan Review Fee	158,681.85	5,000.00	153,681.85	3,173.6%
322.070 · DCA BLDG Cert Charge 1%	485.77	50.00	435.77	971.5%
322.100 · DBPR Radon Surcharge-1%	803.62	50.00	753.62	1,607.2%
322.150 · Contractor's Registration	0.00	300.00	-300.00	0.0%
322.200 · Polk County Imp.Fees 3%	9,807.16	100.00	9,707.16	9,807.2%
322.300 · Building Inspection Fees	257,700.00	23,000.00	234,700.00	1,120.4%
322.400 · Building Permits	316,701.57	50,000.00	266,701.57	633.4%
324.610 · Parks and Rec Impact Fee	140,258.00			
324.611 · Public BLDG & Fac - Res	477,685.00			
Total 322.000 · Building Permits Other	1,366,722.97	81,400.00	1,285,322.97	1,679.0%
Total 367.000 · Licenses and Permits	1,366,722.97	81,400.00	1,285,322.97	1,679.0%
369.030 · MISC INC - POLK CTY CLERKS ASSO	950.00			
369.200 · CASH OVER/SHORT	-10.00			
382.000 · Transfers - IN	53,102.04	256,204.00	-203,101.96	20.7%
382.100 · CRA Transfer - IN	10,002.00	20,004.00	-10,002.00	50.0%
Total Income	3,408,753.65	2,818,450.00	590,303.65	120.9%
Gross Profit	3,408,753.65	2,818,450.00	590,303.65	120.9%
Expense				
510.000 · General Government				
511.000 · Commissioner Costs				
511.100 · Employee Benefits	329.15	610.00	-280.85	54.0%
511.110 · City Commission Fees/Salaries	4,302.60	8,605.00	-4,302.40	50.0%
511.112 · Emergency Management Hrs	11,673.34			
511.113 · Emergency Management Overtime	7,796.21			
511.300 · Operating Expenditures				
511.240 · Workers Compensation Insurance	12.83	160.00	-147.17	8.0%
511.310 · Engineering Services	108,755.70	125,000.00	-16,244.30	87.0%
511.311 · Legal Services	4,825.00	12,000.00	-7,175.00	40.2%
511.313 · Planning Services	0.00	5,000.00	-5,000.00	0.0%
511.320 · Accounting & Auditing	10,477.50	12,000.00	-1,522.50	87.3%
511.321 · Financial Reporting Svcs	16,233.99	15,000.00	1,233.99	108.2%
511.340 · Contractual Services	8,247.34	2,500.00	5,747.34	329.9%
511.341 · Election Fees	269.25	3,000.00	-2,730.75	9.0%
511.410 · Communication Services	3,423.93	3,600.00	-176.07	95.1%
511.420 · Postage	224.76	1,100.00	-875.24	20.4%
511.450 · Insurance Property	63,788.57	90,000.00	-26,211.43	70.9%
511.460 · Repair & Maint Svcs Comm Bldg	0.00	10,500.00	-10,500.00	0.0%
511.470 · Printing and Binding/ Municipal	0.00	4,500.00	-4,500.00	0.0%
511.480 · Advertising / Promotions	1,248.40	5,000.00	-3,751.60	25.0%
511.490 · Other Current Charges	3,382.68	12,000.00	-8,617.32	28.2%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar ...	Budget	\$ Over Budget	% of Budget
511.512 · Event Expenses	3,217.96	4,000.00	-782.04	80.4%
511.515 · Event Expenses - Donated Funds	590.50			
511.541 · Travel, Meetings, and Dues	633.00	5,000.00	-4,367.00	12.7%
511.991 · Contingency Fund	0.00	5,500.00	-5,500.00	0.0%
511.993 · CRA/Community Redevelopment Age	20,000.00	20,000.00	0.00	100.0%
511.998 · Reserve / Contingency	0.00	413,773.00	-413,773.00	0.0%
Total 511.300 · Operating Expenditures	245,331.41	749,633.00	-504,301.59	32.7%
511.600 · CAPITAL OUTLAY	10,000.00	50,000.00	-40,000.00	20.0%
Total 511.000 · Commissioner Costs	279,432.71	808,848.00	-529,415.29	34.5%
512.000 · CITY MANAGER				
512.100 · Employee Benefits	15,645.35	39,000.00	-23,354.65	40.1%
512.120 · Salaries and Wages	53,489.52	109,138.00	-55,648.48	49.0%
512.300 · Operating Expenditures				
512.240 · Workers Compensation Insurance	176.70	2,000.00	-1,823.30	8.8%
512.340 · Contractual Services	206.25	500.00	-293.75	41.3%
512.410 · Communication Services	1,199.43	2,500.00	-1,300.57	48.0%
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	180.00	1,500.00	-1,320.00	12.0%
512.540 · Education & Training	479.00	3,500.00	-3,021.00	13.7%
512.541 · Travel, Meetings, and Dues	1,485.81	2,500.00	-1,014.19	59.4%
512.991 · Contingency Fund	0.00	2,000.00	-2,000.00	0.0%
Total 512.300 · Operating Expenditures	3,727.19	15,650.00	-11,922.81	23.8%
Total 512.000 · CITY MANAGER	72,862.06	163,788.00	-90,925.94	44.5%
513.000 · Administration				
513.030 · PCCA EXPENSE- ATHENIAN DIALOGUE	1,506.78			
513.100 · Employee Benefits	36,628.53	93,600.00	-56,971.47	39.1%
513.121 · Salaries and Wages	91,335.91	188,275.00	-96,939.09	48.5%
513.140 · Overtime	1,456.26	300.00	1,156.26	485.4%
513.300 · Operating Expenditures				
513.240 · Workers Compensation Insurance	319.53	4,600.00	-4,280.47	6.9%
513.340 · Contractual Svcs (Copier/Lease)	3,747.88	12,000.00	-8,252.12	31.2%
513.410 · Communication Services	2,058.66	15,000.00	-12,941.34	13.7%
513.420 · Postage	-222.36	6,500.00	-6,722.36	-3.4%
513.430 · Utility Services	875.70	3,500.00	-2,624.30	25.0%
513.460 · Repair & Maintenance	0.00	5,000.00	-5,000.00	0.0%
513.490 · Other Expenditures	409.28	9,500.00	-9,090.72	4.3%
513.510 · Office Supplies	2,242.38	5,000.00	-2,757.62	44.8%
513.540 · Education and Training	1,049.25	8,000.00	-6,950.75	13.1%
513.541 · Travel, Meetings, & Dues	3,561.10	6,000.00	-2,438.90	59.4%
513.991 · Contingency Fund	0.00	1,500.00	-1,500.00	0.0%
Total 513.300 · Operating Expenditures	14,041.42	76,600.00	-62,558.58	18.3%
Total 513.000 · Administration	144,968.90	358,775.00	-213,806.10	40.4%
Total 510.000 · General Government	497,263.67	1,331,411.00	-834,147.33	37.3%
521.000 · Police Department				
521.300 · Operating Expenditures - PD				
521.340 · Contractual Services - Sheriff	293,892.14	570,000.00	-276,107.86	51.6%
521.410 · Communication Services	889.23	2,000.00	-1,110.77	44.5%
521.430 · Utility Services	875.70	3,100.00	-2,224.30	28.2%
Total 521.300 · Operating Expenditures - PD	295,657.07	575,100.00	-279,442.93	51.4%
521.600 · Capital Outlay - PD	0.00	10,000.00	-10,000.00	0.0%
Total 521.000 · Police Department	295,657.07	585,100.00	-289,442.93	50.5%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar ...	Budget	\$ Over Budget	% of Budget
541.000 · Streets				
541.100 · Employee Benefits	8,635.80	24,000.00	-15,364.20	36.0%
541.120 · Salaries and Wages	13,195.00	28,392.00	-15,197.00	46.5%
541.140 · Overtime	331.50	2,000.00	-1,668.50	16.6%
541.300 · Operating Expenditures - ST				
541.240 · Workers Compensation Insurance	1,508.88	750.00	758.88	201.2%
541.310 · Engineering	0.00	2,000.00	-2,000.00	0.0%
541.340 · Contractual Services	0.00	2,000.00	-2,000.00	0.0%
541.400 · Petroleum Products	0.00	1,000.00	-1,000.00	0.0%
541.410 · Communication Services	513.14	1,000.00	-486.86	51.3%
541.430 · Utility Services	22,555.07	40,000.00	-17,444.93	56.4%
541.460 · Repair and Maintenance	3,003.70	12,000.00	-8,996.30	25.0%
541.490 · Other Expenditures	0.00	1,000.00	-1,000.00	0.0%
541.521 · Supplies & Materials	474.29	2,000.00	-1,525.71	23.7%
541.522 · Uniforms	112.46	375.00	-262.54	30.0%
541.530 · Road Materials/Street Repair	1,650.00	2,500.00	-850.00	66.0%
541.630 · Street Signs	162.82	15,000.00	-14,837.18	1.1%
Total 541.300 · Operating Expenditures - ST	29,980.36	79,625.00	-49,644.64	37.7%
541.600 · Capital Outlay - ST	0.00	79,000.00	-79,000.00	0.0%
Total 541.000 · Streets	52,142.66	213,017.00	-160,874.34	24.5%
550.000 · Building and Code Enforcement				
550.100 · Employee Benefits	10,089.88	24,000.00	-13,910.12	42.0%
550.120 · Salaries and Wages	20,189.78	41,101.00	-20,911.22	49.1%
550.140 · Overtime	392.73			
550.300 · Operating Expenditures				
550.240 · Workers Compensation Insurance	974.75	750.00	224.75	130.0%
550.311 · Legal Services & Magistrate	1,981.47	5,000.00	-3,018.53	39.6%
550.340 · Contractual Services (Code Enf)	156.25	23,000.00	-22,843.75	0.7%
550.345 · POLK COUNTY PLAN REV & INSPECT	179,343.60			
550.400 · Petroleum Products	554.23	1,500.00	-945.77	36.9%
550.410 · Communication Services	340.59	2,100.00	-1,759.41	16.2%
550.420 · Postage	273.14	1,000.00	-726.86	27.3%
550.460 · Repairs and Maintenance	194.45	200.00	-5.55	97.2%
550.490 · Other Expenditures	81.71	550.00	-468.29	14.9%
550.491 · Code Enforcement Other	0.00	50,000.00	-50,000.00	0.0%
550.522 · Uniforms	54.90	300.00	-245.10	18.3%
550.540 · Education & Training	0.00	1,500.00	-1,500.00	0.0%
550.541 · Travel, Meetings & Dues	1,546.52	2,000.00	-453.48	77.3%
Total 550.300 · Operating Expenditures	185,501.61	87,900.00	97,601.61	211.0%
550.600 · CAPITAL OUTLAY - CE	50,550.35	2,000.00	48,550.35	2,527.5%
Total 550.000 · Building and Code Enforcement	266,724.35	155,001.00	111,723.35	172.1%
571.000 · Library				
571.100 · Employee Benefits	20,281.78	52,000.00	-31,718.22	39.0%
571.120 · Salaries and Wages	14,608.14	28,912.00	-14,303.86	50.5%
571.128 · Delivery Van Drivers	39,804.67	75,479.00	-35,674.33	52.7%
571.300 · Operating Expenditures				
571.240 · Workers Compensation Insurance	2,099.46	2,200.00	-100.54	95.4%
571.410 · Communication Services	1,309.11	3,300.00	-1,990.89	39.7%
571.420 · Postage	0.00	500.00	-500.00	0.0%
571.430 · Utility Services	875.69	3,300.00	-2,424.31	26.5%
571.460 · Repair and Maintenance	0.00	500.00	-500.00	0.0%
571.490 · Other Expenditures	62.50	500.00	-437.50	12.5%
571.510 · Office Supplies	2,156.25	2,400.00	-243.75	89.8%
571.520 · Operating Expenses - LB	425.67	1,800.00	-1,374.33	23.6%
571.521 · Operating Expenses---LB Van Dri	39.50	0.00	39.50	100.0%

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar ...	Budget	\$ Over Budget	% of Budget
571.660 · Books & Materials	8,334.70	20,000.00	-11,665.30	41.7%
Total 571.300 · Operating Expenditures	15,302.88	34,500.00	-19,197.12	44.4%
Total 571.000 · Library	89,997.47	190,891.00	-100,893.53	47.1%
572.000 · Parks & Rec				
572.100 · Employee Benefits	8,728.29	20,400.00	-11,671.71	42.8%
572.120 · Salaries and Wages	15,420.00	31,380.00	-15,960.00	49.1%
572.140 · Overtime	95.63			
572.300 · Operating Expenditures				
572.240 · Workers Compensation Insurance	647.71	750.00	-102.29	86.4%
572.310 · Engineering Services - PR	25,140.30			
572.340 · Contractual Services	405.00	10,000.00	-9,595.00	4.1%
572.400 · Petroleum Products	2,307.22	6,000.00	-3,692.78	38.5%
572.410 · Communication Services	241.83	2,000.00	-1,758.17	12.1%
572.430 · Utility Services	29,095.72	49,000.00	-19,904.28	59.4%
572.460 · Repair & Maintenance	1,997.89	30,000.00	-28,002.11	6.7%
572.461 · Grounds-Bldg/Clean/Maint/Veh	11,138.69	24,000.00	-12,861.31	46.4%
572.490 · Other Expenditures	149.95	500.00	-350.05	30.0%
572.512 · Event Expenses	560.00	5,000.00	-4,440.00	11.2%
572.513 · Hometown Festival (Fireworks)	3,516.32	9,000.00	-5,483.68	39.1%
572.521 · Supplies & Materials	1,786.20	7,000.00	-5,213.80	25.5%
572.654 · Mistletoe Marketplace	1,860.08	3,000.00	-1,139.92	62.0%
572.888 · Facilities Deposit Refunds - PR	200.00			
Total 572.300 · Operating Expenditures	79,046.91	146,250.00	-67,203.09	54.0%
572.600 · Capital Outlay - PR	2,432.00	150,000.00	-147,568.00	1.6%
Total 572.000 · Parks & Rec	105,722.83	348,030.00	-242,307.17	30.4%
6560 · Payroll Expenses	-399.36			
Total Expense	1,307,108.69	2,823,450.00	-1,516,341.31	46.3%
Net Ordinary Income	2,101,644.96	-5,000.00	2,106,644.96	-42,032.9%
Net Income	2,101,644.96	-5,000.00	2,106,644.96	-42,032.9%

CITY OF EAGLE LAKE
Balance Sheet
As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
100.000 · Cash & Cash Equivalents	
101.103 · CS - GENERAL FUND	4,331,055.54
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	4,260,153.75
101.256 · CS - BUILDING/CODE ENFORCEMENT	461,319.90
101.257 · CS - PARKS & REC FUND	483,687.86
101.258 · CS - PUBLIC BUILDING FUND	1,712,216.12
101.259 · CS- TRANSPORTATION FUND	62,714.80
115.100 · Reclass FROM unrestricted cash	0.28
Total Checking/Savings	6,980,092.71
Accounts Receivable	
115.101 · *Accounts Receivable	97,533.82
Total Accounts Receivable	97,533.82
Other Current Assets	
115.000 · Due From Other Governments	71,116.79
115.200 · A/R Due from Others	45,405.16
115.300 · A/R - Due from Governments	35,028.13
116.110 · Return Checks Receivable	80.00
130.000 · Due From (To) Utility/CRA Fund	
131.100 · Due From Utility Fund-Payroll	24,131.67
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	-3,694.33
131.382 · DUE FROM CRA FUND-ADMIN FEES	22,617.96
131.390 · DUE FROM CRA	16,000.00
Total 130.000 · Due From (To) Utility/CRA Fund	44,342.28
149.900 · Undeposited Funds	800.84
2120 · Payroll Asset	0.01
Total Other Current Assets	196,773.21
Total Current Assets	7,274,399.74
Other Assets	
115.900 · LEASE RECEIVABLE	359,573.36
Total Other Assets	359,573.36
TOTAL ASSETS	7,633,973.10
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	-22,941.26
Total Accounts Payable	-22,941.26
Other Current Liabilities	
203.100 · Sales Tax Payable	286.28
205.000 · Polk County Impact Fees Payable	500,870.76
205.101 · POLK COUNTY SHERIFF EDUCATION	3,409.43
205.102 · POLK COUNTY FIRE REVIEW	1,708.52
205.200 · DBPR Fee Payable	1,428.23
205.201 · DCA PAYABLE	-6,562.97
208.101 · DUE TO STATE UNCLAIMED PROPERTY	-75.00

CITY OF EAGLE LAKE
Balance Sheet
As of March 31, 2023

	Mar 31, 23
210.000 · Accrd Exp & Other Liabilities	
218.110 · Withholding Payable	-52.96
218.190 · Cobra Insurance Payable	156.94
Total 210.000 · Accrd Exp & Other Liabilities	103.98
2100 · Payroll Liabilities	
2100.06 · UNITED WAY QB	30.00
2100.07 · EMPLOYEE FUND QB	75.00
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	27,669.22
240.100 · DIRECT INFLOWS - UNAVAILABLE RE	101,558.16
240.200 · DEFERRED INFLOWS	355,595.98
Total Other Current Liabilities	986,098.55
Total Current Liabilities	963,157.29
Total Liabilities	963,157.29
Equity	
271.100 · Fund Balance	4,569,170.85
Net Income	2,101,644.96
Total Equity	6,670,815.81
TOTAL LIABILITIES & EQUITY	7,633,973.10

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

ACCOUNT BALANCE AS OF FEB 28, 2023	3,358,808.30
DEPOSITS	366,844.27
CLEARED CHECKS	(315,486.25)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00
ACCOUNT BALANCE AS OF MAR 31, 2023	3,410,166.32

OUTSTANDING CHECKS:

20561	SHEILA PAGE - REF	(120.13)
21507	JESUS CANA MOHAMMED ALAM - 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)
22523	FIDENCIO COSTILLA - REF	(15.62)
22568	VSP TAMPA LLC - REF	(124.38)
22550	JEANNIE SHANKS - REF	(27.47)
22671	RYAN RAMOS - REF	(76.87)
22740	CHRISTOPHER MAXWELL - REF	(285.24)
JE #20		(10.00)
23081	JOHN SHELTON - REF	(120.85)
23232	GEOFFERY LOVERIDGE - REF	(103.14)
23380	JAMIE RIVERA - REF	(33.54)
23461	DEBORAH VASSER - REF	(85.69)
23488	JOSE RIOS-MENDEZ - REF	(91.80)
23550	ROCIO LOPEZ - REF	(26.65)
23547	RENU PROPERTY MGT FLORIDA LLC - REF	(25.88)
23549	RICHARD BAILEY - REF	(25.19)
23599	VICTORIA HERNANDEZ - REF	(122.48)
23574	ANGEL VELEZ - REF	(25.58)
23638	G W OR SHIRLEY K LOSEY - REF	(67.94)
23664	ROCIO LOPEZ - REF	(98.54)
23663	RENU PROPERTY MGT FLORIDA LLC - REF	(82.06)
23648	ANGEL VELEZ - REF	(10.00)
JE #20		(4.00)
23710	SHERDRICA BAZIL - REF	(16.48)
23757	CITRAVEST MANAGEMENT - REF*	(35.88)

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

23798	JULIAN HILLS LLC - REF	(206.52)
23815	TACO STOP -REF	(96.85)
23801	KIMBERLY LOPES - REF	(38.54)
23805	MARY CARR - REF	(28.60)
23820	JULIAN HILLS LLC - REF	(14.23)
23825	BBFL CONSULTING 863 LLC - REF	(283.42)
23839	STEPHANIE (MATT LANKFORD - REF	(253.87)
23835	JEFFREY LYI ROBERT WHITCHARD	(17.82)
23837	MODDIE LOCKLEAR - REF	(2.36)
23866	MAKAYLA SHAVER -REF	(80.56)
23861	FLORIDA AUTOMOTIVE FLEET & INDUSTRIAL	(79.89)
23888	FERGUSON ENTERPRISES, INC. WATERWORKS	(12,660.11)
23885	CITY OF BARTOW - SEWER IMPACT	(5,010.66)
23896	PENNONI ASSOCIATES INC.	(3,346.79)
23898	SABCON UNDERGROUND, LLC	(1,560.00)
23882	BOCC - FUEL	(1,557.64)
23892	GOODYEAR AUTO SERVICE CENTER	(1,164.10)
23893	LINK COMPUTER CORPORATION	(942.12)
23899	SOUTHERN EXCAVATOR SERVICES - REF	(206.84)
23894	OPENDOOR LABS INC - REF	(200.00)
23901	STAPLES CREDIT PLAN	(139.77)
23902	VERONICA SANTIAGO - REF	(132.63)
23908	STANLEY MARTIN HOMES - REF	(117.94)
23916	D R HORTON - REF	(117.94)
23900	STANLEY MARTIN HOMES - REF	(117.94)
23906	STANLEY MARTIN HOMES - REF	(117.94)
23886	CLAYTON PROPERTIES GROUP - REF	(109.97)
23917	D R HORTON - REF	(108.98)
23914	D R HORTON - REF	(108.52)
23904	CLAYTON PROPERTIES GROUP - REF	(107.79)
23891	GENERAL FUND	(106.74)
23915	D R HORTON MATILDE VELAZQUEZ - REF	(101.93)
23887	D R HORTON JAMES PITTS	(100.84)
23918	D R HORTON BETTY MILLER	(100.15)
23905	D R HORTON ANDREW SANBOWER	(100.12)
23890	FRONTIER 863 HAROLD REESE - REF	(97.43)
23895	PARIS SCOTT - REF	(96.25)
23881	BENCHMARK ENVIROANALYTICAL INC	(96.00)
23909	D R HORTON - REF	(90.10)
23911	D R HORTON - REF	(82.06)
23913	D R HORTON - REF	(79.02)
23897	REPUBLIC SERVICES	(64.20)
23910	STANLEY MARTIN HOMES - REF	(60.05)
23889	FRONTIER 863-293-2804-101415-5	(59.64)
23884	CDN PARTNERS, INC	(57.50)
23907	D R HORTON - REF	(44.80)
23883	BUSINESS CARD - TE	(22.92)

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

23912	D R HORTON - REF	(19.85)
JE #20		(690.15)

(33,087.77)

Deposit	03/30/2023	450.00
General Journal	03/30/2023	2,021.42
General Journal	03/31/2023	690.15
Deposit	03/31/2023	850.00
General Journal	03/31/2023	1,857.62

TOTAL OUTSTANDING DEPOSITS: 5,869.19

REMAINING ACCOUNT BALANCE: 3,382,947.74

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
324.210 · Impact Fees-Water-residential	1,340,500.00			
324.211 · Impact Fees-Sewer-residential	1,326,875.00			
343.000 · Charges for Services				
343.300 · Water Charges / User Fee	376,193.70	670,000.00	-293,806.30	56.1%
343.310 · Water Taps	76,000.00	3,000.00	73,000.00	2,533.3%
343.311 · New Water Meters	288,315.00	5,000.00	283,315.00	5,766.3%
343.312 · Water Reconnect Fee	0.00	8,000.00	-8,000.00	0.0%
343.330 · Service Charge - 1/2	18,600.00	16,000.00	2,600.00	116.3%
343.360 · Customer Billing Fee - 1/3	34,992.00	55,000.00	-20,008.00	63.6%
343.400 · Garbage Collection				
343.410 · GARBAGE TOTE SALES	513.60			
343.400 · Garbage Collection - Other	321,268.23	535,000.00	-213,731.77	60.1%
Total 343.400 · Garbage Collection	321,781.83	535,000.00	-213,218.17	60.1%
343.500 · Sewer Charges / User Fee	521,892.42	800,000.00	-278,107.58	65.2%
343.510 · Tap Fees - Sewer	123,100.00	3,000.00	120,100.00	4,103.3%
343.520 · Polk County Utility Tax-CITY SH	104.15	100.00	4.15	104.2%
343.900 · Stormwater Fees	72,216.00	65,000.00	7,216.00	111.1%
349.000 · Late Fees - 1/2	21,440.00	30,000.00	-8,560.00	71.5%
Total 343.000 · Charges for Services	1,854,635.10	2,190,100.00	-335,464.90	84.7%
361.000 · Interest Income	5,824.46	4,500.00	1,324.46	129.4%
369.901 · Miscellaneous Income - 1/2	13,798.26	2,000.00	11,798.26	689.9%
369.992 · AMERICAN RESCUE PLAN GRANT	0.00	727,239.00	-727,239.00	0.0%
Total Income	4,541,632.82	2,923,839.00	1,617,793.82	155.3%
Gross Profit	4,541,632.82	2,923,839.00	1,617,793.82	155.3%
Expense				
533.000 · Water				
533.100 · Employee Benefits	27,825.68	66,000.00	-38,174.32	42.2%
533.120 · Salaries and Wages	65,595.56	131,249.00	-65,653.44	50.0%
533.125 · On Call Pay	5,271.48	9,500.00	-4,228.52	55.5%
533.140 · Overtime	1,575.74	3,500.00	-1,924.26	45.0%
533.300 · Operating Expenses				
533.240 · Insurance	1,690.37	3,000.00	-1,309.63	56.3%
533.310 · Engineering Services	5,034.70	10,000.00	-4,965.30	50.3%
533.311 · Legal Services	480.00	6,000.00	-5,520.00	8.0%
533.320 · Accounting & Auditing - WD	6,500.00	6,500.00	0.00	100.0%
533.340 · Contractual Services	2,978.74	8,000.00	-5,021.26	37.2%
533.400 · Petroleum Products	7,391.56	10,000.00	-2,608.44	73.9%
533.410 · Communications Services	3,552.60	7,000.00	-3,447.40	50.8%
533.420 · Postage Supplies & Billing 1/3	4,581.58	10,000.00	-5,418.42	45.8%
533.430 · Utilities	7,917.54	57,000.00	-49,082.46	13.9%
533.450 · Insurance Auto & Equipment	12,244.89	15,000.00	-2,755.11	81.6%
533.460 · Repairs & Maint Svc (Equip/Veh)	19,809.93	25,000.00	-5,190.07	79.2%
533.480 · ADVERTISING	134.00	2,500.00	-2,366.00	5.4%
533.490 · Other Expenditures	1,206.86	2,000.00	-793.14	60.3%
533.521 · Supplies & Materials (Tools)	4,742.83	10,000.00	-5,257.17	47.4%
533.522 · Uniforms	541.24	1,000.00	-458.76	54.1%
533.540 · Education and Training	0.00	250.00	-250.00	0.0%
533.541 · Travel, Meetings, & Dues	0.00	600.00	-600.00	0.0%
533.555 · Chemicals	7,411.25	14,500.00	-7,088.75	51.1%
533.560 · POLK REGIONAL WATER COOPERATI...	31,044.91	3,000.00	28,044.91	1,034.8%
533.581 · Transfer to General Fund/Adm	21,250.02	60,900.00	-39,649.98	34.9%
533.602 · Repairs & Maint Svc (Plants)	84,940.60	40,000.00	44,940.60	212.4%
533.996 · Debt Service Rus Water	11,287.02	31,510.00	-20,222.98	35.8%
533.998 · Reserve/Contingency	5,277.50	152,493.00	-147,215.50	3.5%
Total 533.300 · Operating Expenses	240,018.14	476,253.00	-236,234.86	50.4%

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
October 2022 through March 2023

	Oct '22 - Mar 23	Budget	\$ Over Budget	% of Budget
533.600 · Capital Outlay - WD	37,632.59	40,000.00	-2,367.41	94.1%
533.900 · Bad Debt Expense - WD	4,175.33			
Total 533.000 · Water	382,094.52	726,502.00	-344,407.48	52.6%
533.999 · AMERICAN RESCUE PLAN EXPENSE WD	180,886.45	780,000.00	-599,113.55	23.2%
534.000 · Solid Waste				
534.300 · Operating Expenses				
534.340 · Contract for Solid Waste	161,756.62	342,000.00	-180,243.38	47.3%
534.341 · Landfill Solid Waste	37.60			
534.913 · Due to Gen Fund Admin S Waste	10,602.00	21,204.00	-10,602.00	50.0%
Total 534.300 · Operating Expenses	172,396.22	363,204.00	-190,807.78	47.5%
Total 534.000 · Solid Waste	172,396.22	363,204.00	-190,807.78	47.5%
535.000 · Sewer/Waste Water Services				
535.100 · Employee Benefits	44,692.86	70,000.00	-25,307.14	63.8%
535.120 · Salaries and Wages	92,143.27	172,419.00	-80,275.73	53.4%
535.125 · On Call Pay	5,637.69	9,500.00	-3,862.31	59.3%
535.140 · Overtime	4,878.36	4,500.00	378.36	108.4%
535.300 · Operating Expenses				
535.240 · Insurance	961.22	3,000.00	-2,038.78	32.0%
535.310 · Engineering	5,697.61	15,000.00	-9,302.39	38.0%
535.311 · Legal Services	0.00	600.00	-600.00	0.0%
535.312 · NPDES Charges	124.00	1,000.00	-876.00	12.4%
535.320 · Accounting & Auditing - SW	1,500.00	11,000.00	-9,500.00	13.6%
535.340 · Contractual Services	4,180.49	8,500.00	-4,319.51	49.2%
535.400 · Petroleum Products	5,149.43	10,000.00	-4,850.57	51.5%
535.410 · Communications Services	4,402.57	4,500.00	-97.43	97.8%
535.420 · Postage Supplies & Billing 1/3	4,604.82	9,500.00	-4,895.18	48.5%
535.430 · Utilities	32,288.90	30,000.00	2,288.90	107.6%
535.431 · Wastewater Treatment - SW	93,483.83	160,000.00	-66,516.17	58.4%
535.450 · Insurance Auto & Equip	15,601.43	29,500.00	-13,898.57	52.9%
535.460 · Repairs & Maint Svc (Equip/Veh)	9,792.64	5,000.00	4,792.64	195.9%
535.490 · Other Expenditures	455.17	500.00	-44.83	91.0%
535.521 · Supplies & Materials (Tools)	1,787.01	2,000.00	-212.99	89.4%
535.522 · Uniforms	476.16	1,000.00	-523.84	47.6%
535.541 · Travel, Meetings & Dues	0.00	1,500.00	-1,500.00	0.0%
535.581 · Transfer Out - Other Funds	21,250.02	60,900.00	-39,649.98	34.9%
535.602 · Repairs & Maint-Syst (Lift Sta)	3,287.63	15,000.00	-11,712.37	21.9%
535.994 · Debt Service SRF 201 Planning	0.00	115,000.00	-115,000.00	0.0%
535.995 · Lift Station Debt Svc-Bond Pmt	17,085.63	21,721.00	-4,635.37	78.7%
535.998 · Reserve / Contingency	0.00	152,493.00	-152,493.00	0.0%
Total 535.300 · Operating Expenses	222,128.56	657,714.00	-435,585.44	33.8%
Total 535.000 · Sewer/Waste Water Services	369,480.74	914,133.00	-544,652.26	40.4%
535.600 · Capital Outlay	33,820.00	50,000.00	-16,180.00	67.6%
535.999 · AMERICAN RESCUE PLAN EXPENSE SD	142,332.49			
538.000 · Stormwater				
538.910 · Stormwater Expenses - Operating	23,231.96	40,000.00	-16,768.04	58.1%
Total 538.000 · Stormwater	23,231.96	40,000.00	-16,768.04	58.1%
538.581 · Trnsfer of Stormwater Fees	0.00	50,000.00	-50,000.00	0.0%
Total Expense	1,304,242.38	2,923,839.00	-1,619,596.62	44.6%
Net Ordinary Income	3,237,390.44	0.00	3,237,390.44	100.0%
Net Income	3,237,390.44	0.00	3,237,390.44	100.0%

City of Eagle Lake-Utility Fund
Balance Sheet
As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
101.108 · UNRESTRICTED CASH - ALL	
101.109 · CS- UTILITY FUND	3,382,947.74
151.990 · RECLASS TO RESTRICTED	826,917.16
101.108 · UNRESTRICTED CASH - ALL - Other	200.00
Total 101.108 · UNRESTRICTED CASH - ALL	4,210,064.90
102.216 · PETTY CASH-DRAWER SET UP	50.00
150.001 · RESTRICTED CASH - ALL	
101.104 · CS STORMWATER UTILITY FUND	400,669.49
101.110 · CS- DEPOSIT FUND	324,914.24
101.111 · CS - WATER IMPACT FUND	10,470.60
101.112 · CS- SEWER IMPACT FUND	9,257.36
101.121 · CS- WATER IMPACT SAVINGS	3,632,997.49
101.122 · CS- SEWER IMPACT SAVINGS	3,194,859.22
151.113 · CS- RUS FUND	38,675.45
151.116 · CS- LIFT STATION FUND	32,581.18
151.999 · RESTRICTED CASH RECLASSIFICATIO	-826,917.16
Total 150.001 · RESTRICTED CASH - ALL	6,817,507.87
Total Checking/Savings	11,027,622.77
Accounts Receivable	
1200 · *Accounts Receivable	18,048.63
Total Accounts Receivable	18,048.63
Other Current Assets	
110.000 · Accounts Receivable, Net	
115.100 · Accounts Receivable	175,402.90
116.100 · Unbilled Accounts Receivable	60,859.98
116.110 · Utility Returned Checks Rec.	29,204.58
117.100 · Allowance for Bad Debts	-1,237.87
Total 110.000 · Accounts Receivable, Net	264,229.59
131.000 · Due From Other Funds	
131.250 · Due to/from General Fund	80,388.20
131.350 · Due From/To Gen.Fund - Other	3,694.33
207.100 · Due to General Fund-Payroll	-24,131.68
207.200 · Due to General Fund-Sani/Storm	15,772.00
Total 131.000 · Due From Other Funds	75,722.85
141.100 · Inventory of Supplies	10,749.32
1499 · Undeposited Funds	25,209.60
Total Other Current Assets	375,911.36
Total Current Assets	11,421,582.76
Fixed Assets	
160.900 · Fixed Assets, Net	
161.900 · Land-Water	28,526.62
164.900 · Water Plant	2,767,299.49
164.901 · Sewer Plant	5,626,245.15
164.902 · Stormwater Plant	1,913,068.76
166.900 · Furniture & Equipment - Water	752,678.24
166.901 · Furniture & Equipment - Sewer	364,121.65
167.900 · Accumulated Depreciation-Water	-1,927,476.86
167.901 · Accumulated Depr - Sewer	-3,373,611.91
167.902 · Accumulated Depr. - Stormwater	-578,429.09
Total 160.900 · Fixed Assets, Net	5,572,422.05

City of Eagle Lake-Utility Fund

Balance Sheet

As of March 31, 2023

	Mar 31, 23
Total Fixed Assets	5,572,422.05
Other Assets	
120.009 · ALLOWANCE UNCOLLECTIBLE MISC AR	-6,151.72
Total Other Assets	-6,151.72
TOTAL ASSETS	16,987,853.09
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202.100 · Accounts Payable	46,214.54
Total Accounts Payable	46,214.54
Other Current Liabilities	
202.500 · Polk County Utility Tax	12,435.43
202.501 · Bartow Sewer Impact Fee Payable	71,820.00
208.100 · DUE TO STATE-UNCLAIMED PROPERTY	-1,220.02
215.000 · Accrued Payroll and Benefits	29,171.37
217.000 · Accrued Compensated Absences	
217.100 · Accrued Sick Pay	58,209.00
217.200 · Accrued Vacation Pay	19,720.86
217.300 · Accrued Compensatory Time	647.79
Total 217.000 · Accrued Compensated Absences	78,577.65
220.100 · Customer Deposits	330,251.10
223.100 · UNEARNED REVENUE - ARPA GRANT	685,195.03
232.950 · Accrued Interest Payable	9,373.27
239.100 · OPEB LIABILITY	34,142.11
Total Other Current Liabilities	1,249,745.94
Total Current Liabilities	1,295,960.48
Long Term Liabilities	
203.120 · RUS Water Revenue Bonds - 2007	220,000.96
203.140 · USDA LOAN - LIFT STATIONS	381,167.00
203.150 · CURRENT PORTION OF LONG TERM D	40,565.16
203.155 · LESS CURRENT PORTION OF LTD	-40,565.16
203.902 · PLATINUM BANK - HARRISON	0.01
Total Long Term Liabilities	601,167.97
Total Liabilities	1,897,128.45
Equity	
281.500 · Retained Earnings	11,853,334.20
Net Income	3,237,390.44
Total Equity	15,090,724.64
TOTAL LIABILITIES & EQUITY	16,987,853.09

CITY OF EAGLE LAKE - CRA

ACCOUNT BALANCE

MAR 2023

ACCOUNT BALANCE AS OF FEB 28, 2023	287,752.43
DEPOSITS	19.51
CLEARED CHECKS	(2,120.06)
WITHDRAWALS/ACH	0.00
RETURNED CHECKS	0.00

ACCOUNT BALANCE AS OF MAR 31, 2023	285,651.88
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OUTSTANDING CHECKS:

TOTAL OUTSTANDING CHECKS	0.00
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REMAINING ACCOUNT BALANCE	285,651.88
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City of Eagle Lake CRA
Profit & Loss Budget vs. Actual
 October 2022 through March 2023

	<u>Oct '22 - M...</u>	<u>Budget</u>	<u>\$ Over Bu...</u>	<u>% of Budget</u>
Income				
310.000 · Taxes-Other				
311.100 · CRA Ad Valorem taxes - E.L.	20,000.00	20,000.00	0.00	100.0%
311.101 · Polk Cty.-tax increment EL-...	50,917.78	45,000.00	5,917.78	113.2%
Total 310.000 · Taxes-Other	70,917.78	65,000.00	5,917.78	109.1%
361.100 · Interest Income	76.97	400.00	-323.03	19.2%
Total Income	70,994.75	65,400.00	5,594.75	108.6%
Gross Profit	70,994.75	65,400.00	5,594.75	108.6%
Expense				
510.000 · Operating Expenses				
510.311 · Legal Services	180.00	2,000.00	-1,820.00	9.0%
510.313 · Planning Services	0.00	2,000.00	-2,000.00	0.0%
510.420 · Postage, Supplies & Materi...	0.00	100.00	-100.00	0.0%
510.430 · Utilities	1,141.77	2,000.00	-858.23	57.1%
510.460 · Repair & Maint Service	175.00	1,000.00	-825.00	17.5%
510.470 · Printing and Binding-CRA	0.00	500.00	-500.00	0.0%
510.480 · Advertising	0.00	500.00	-500.00	0.0%
510.510 · Office Supplies - CRA	0.00	500.00	-500.00	0.0%
510.520 · OPERATING SUPPLIES	286.36	500.00	-213.64	57.3%
510.541 · Travel, Meetings and Dues	0.00	100.00	-100.00	0.0%
510.832 · Facade Grant	0.00	4,000.00	-4,000.00	0.0%
510.991 · CRA CONTIGENCY	0.00	29,196.00	-29,196.00	0.0%
Total 510.000 · Operating Expenses	1,783.13	42,396.00	-40,612.87	4.2%
510.320 · Accounting & Auditing	0.00	3,000.00	-3,000.00	0.0%
510.581 · Transfer Out - Other Funds	10,002.00	20,004.00	-10,002.00	50.0%
Total Expense	11,785.13	65,400.00	-53,614.87	18.0%
Net Income	59,209.62	0.00	59,209.62	100.0%

City of Eagle Lake CRA
Balance Sheet
As of March 31, 2023

	<u>Mar 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
101.408 · PB- CRA COMMUNITY REDEVELOPMENT	285,651.88
Total Checking/Savings	285,651.88
Other Current Assets	
131.382 · DUE TO GENERAL FUND-ADMIN FEES	-22,617.96
Total Other Current Assets	-22,617.96
Total Current Assets	263,033.92
TOTAL ASSETS	<u>263,033.92</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
131.390 · DUE TO GENERAL FUND --LOAN PAY	16,000.00
Total Other Current Liabilities	16,000.00
Total Current Liabilities	16,000.00
Total Liabilities	16,000.00
Equity	
1110 · Retained Earnings	187,824.30
Net Income	59,209.62
Total Equity	247,033.92
TOTAL LIABILITIES & EQUITY	<u>263,033.92</u>