



TOWN OF LAKE HAMILTON

TOWN COUNCIL REGULAR MEETING AGENDA Tuesday, January 12, 2021 6:00 P.M.

The Town Council of the Town of Lake Hamilton will hold a Regular Council Meeting on Tuesday, January 12, 2021 at 6:00 PM at the Lake Hamilton Woman's Club, 85 N Omaha Street, Lake Hamilton, FL 33851.

- 1. CALL TO ORDER BY THE MAYOR**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL OF COUNCIL MEMBERS BY THE CLERK**
- 5. SCHEDULED PRESENTATIONS**
- 6. CONSENT AGENDA**
 - a. December 8, 2020 Regular Meeting Minutes- *pages 1-5*
 - b. FY2019-2020 Fiscal Year End Reports (unaudited) - *pages 6-44*
- 7. RECOGNITION OF CITIZENS (Non-Agenda Items)**
- 8. OLD BUSINESS-**
 - a. Future Planning Discussion –
 - i. Calvin, Giordano & Associates Award & Approve Contract- *pages 45-57*
 - ii. Repaving of Streets – Chastain Skillman Contract Approval- *pages 58-62*
 - iii. Wastewater Master Plan Agreement Revision – Pennoni Contract Approval- *pages 63-70*
 - iv. Water Use Permit Renewal – Pennoni Contract Approval- *pages 71-75*
- 9. NEW BUSINESS-**
 - a. First Reading of Ordinance O-21-01 Cassidy Group 6A Annexation - *pages 76-79*
-Open Public Hearing
 - b. Resolution R-2021-01 Sewer Rate Adoption - *pages 80-82*
 - c. First Reading of Ordinance O-21-02 Cassidy Group 6 and 6A Plan Amendment-*pages 83-87*
 - d. First Reading of Ordinance O-21-03 Cassidy Group 1A Plan Amendment -*pages 88-92*
-Close Public Hearing
 - e. Resolution R-2021-02 401a Adoption Agreement -*pages 93-104*
 - f. First Reading of Ordinance O-21-04 Town Water & Wastewater Rate Ordinance-*pages 105-114*
- 10. STAFF REPORTS**
 - a. Town Administrator-*pages 115-117*
 - i. Town Clerk-*pages 118*
 - ii. Police Department-*pages 119-127*
 - iii. Code Enforcement-no doc
 - iv. Community Development-*pages 128-129*
 - v. Public Works-*pages 130*
- 11. ATTORNEY COMMENTS**
- 12. COUNCIL MEMBERS COMMENTS**
- 13. ADJOURNMENT**

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE WHICH THE APPEALS IS TO BE BASED. (F.S. 286.26.105)

**TOWN OF LAKE HAMILTON
MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 8, 2020
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday December 8, 2020 at 85 N Omaha Street, Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Kehoe called the meeting to order at 6:02 p.m.

INVOCATION

Invocation was given by Angie Hibbard.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by all

ROLL CALL

Roberson, Tomlinson, O'Neill, Vice Mayor Wagner (present via video conference per Governor's Executive Order 2020-69), and Mayor Kehoe were present. Town Administrator Irvine was present.

SCHEDULED PRESENTATIONS

Fire Chief Parnell gave a presentation on the monthly report for the Fire Department.

CONSENT AGENDA

Motion made by Wagner and a second by O'Neill to approve consent agenda items a and c b. No public comments were received.

Motion Passed 5-0.

RECOGNITION OF CITIZENS

Curt Grothmann addressed concerns regarding loud music noise on the lake. He inquired about the noise ordinance that was in place. He also addressed concerns regarding speeding on Crump Road. Council advised to call the non-emergency dispatch line to report activity when it is happening and provided the number 863 439-1561.

Karen Rodgers expressed concerns regarding the current projects in Town and the hidden costs that may be the responsibility of the property owner. There was discussion on the topic of the cost of moving meters. There was discussion that the town could contract with the vendor or get an agreement with the vendor to do the work. Payment plans could be set up for residents to allow time to pay.

Howard Cone asked about the Town's noise ordinance and what it covers.

Chuck Walter addressed concerns about a drop in water pressure and when the boil water notices are given due to the delay in reverse 911 calls.

Felix Rosado addressed the Town about a high-water bill they received. Mrs. Rosado will contact staff to complete a payment plan to have more time to pay on the bill.

OLD BUSINESS

Mayor Kehoe closed the regular meeting and opened a Public Hearing at 6:16 PM.

Ordinance O-20-07 Administrator Irvine read the title into the record.

An ordinance of the Town of Lake Hamilton, Florida, amending the comprehensive plan of the Town of Lake Hamilton, Florida, said amendment being known as amendment 20-01ESR, amending the future land use classification from agriculture to residential lands – 5 for a 72.33 acre area of contiguous parcels of land located east of the Scenic Highway (State Road 17), south of Chicago Avenue, west of and adjacent to Detour Road and adjacent to and on both sides of Water Tank Road; and transmitting said amendment to the Department of Economic Opportunity for review and compliance; providing for severability; and providing for an effective date.

No public comments were received.

Motion made by O'Neill and a second by Roberson to approve Ordinance O-20-07 Cassidy Group 1 Comp Plan amendments.

A roll call vote was taken. O'Neill aye, Wagner aye, Roberson aye, Tomlinson aye, and Kehoe aye. **Motion Passed 5-0.**

Ordinance O-20-08- Administrator Irvine read the title into the record.

An ordinance of the Town of Lake Hamilton, Florida, amending the comprehensive plan of the Town of Lake Hamilton, Florida, said amendment being known as amendment 20-02ESR, amending the future land use classification from agriculture to residential lands – 5 for a 34.84 acres of land located east of the Detour Road and north of Weiberg Road; and transmitting said amendment to the Department of Economic Opportunity for review and compliance; providing for severability; and providing for an effective date.

O'Neill discussed the new development coming into Town. Staff advised they are working with developers and consultants to address growth concerns. Clayton Hoerler emphasized guided growth due to so many R-5's and traffic concerns. Community Development Director Leonard provided oversight on the process and assured that the amendments are not a commitment to the density.

Motion made by O'Neill and a second by Wagner to approve Ordinance O-20-08 Cassidy Group 5 Comp Plan amendments. A roll call vote was taken. Wagner aye, Roberson aye, Tomlinson aye. O'Neill aye, and Kehoe aye. **Motion Passed 5-0.**

Ordinance O-20-09- Administrator Irvine read the title into the record.

An ordinance of the Town of Lake Hamilton, Florida, amending the comprehensive plan of the Town of Lake Hamilton, Florida, said amendment being known as amendment 20-03ESR, which is a small scale plan amendment, amending the future land use classification from agriculture to CS commercial/service for a 8.196 acre parcel of land located adjacent to and fronting the east side of U.S. Highway 27 south of Kokomo; and transmitting said amendment to the Department of Economic Opportunity for review and compliance; providing for severability; and providing for an effective date.

No public comments were received.

Motion made by Roberson and a second by Wagner to approve Ordinance O-20-09 Kokomo Grove Comp Plan amendment. Roberson aye, Tomlinson aye, O'Neill aye, Wagner aye, Kehoe aye. **Motion Passed 5-0.**

Ordinance O-20-10- Administrator Irvine read the title into the record.

An ordinance rezoning 8.196 acres from ag agriculture district to C-1 commercial zoning district; the land being located on the east side and adjacent to U.S. Highway 27 and south of Kokomo

Road in section 17, township 28 south, range 27 east, Polk County, Florida; repealing all ordinances in conflict herewith; and providing an effective date.

Roberson questioned about the rezoning.

No public comments were received.

Motion made by Roberson and a second by Tomlinson to approve Ordinance O-20-10. A roll call vote was taken Tomlinson aye, O'Neill aye, Wagner aye, Roberson aye, Kehoe aye. **Motion Passed 5-0.**

Ordinance O-20-12- Administrator Irvine read the title into the record.

An ordinance of the Town Council of the Town of Lake Hamilton extending the corporate limits of the town so as to include additional territory lying contiguous and adjacent to the present boundaries of the Town of Lake Hamilton, Florida; describing said additional territory; repealing all ordinances in conflict herewith and providing for applicability; providing for severability; and providing an effective date. The location is south of Kokomo Road and east of and adjacent to Detour Road and containing 88.34 acres.

Community Development Director Leonard explained this item and item vi are for annexations.

No public comments were received.

Motion made by O'Neill and a second by Wagner to approve Ordinance O-20-12 Cassidy Group 6 Annexation. A roll call vote was taken. O'Neill aye, Wagner aye, Roberson aye, Tomlinson nay, Kehoe aye. **Motion Passed 4-1.**

Ordinance O-20-13- Administrator Irvine read the title into the record.

An ordinance of the Town Council of the Town of Lake Hamilton extending the corporate limits of the town so as to include additional territory lying contiguous and adjacent to the present boundaries of the Town of Lake Hamilton, Florida; describing said additional territory; repealing all ordinances in conflict herewith and providing for applicability; providing for severability; and providing an effective date. Known as Scenic Terrace and located east of Detour Road on both sides of Hughes Road and containing 48.02 acres.

Community Development Director Leonard explained where the property to be annexed is located.

No public comments were received.

Motion made by O'Neill and a second by Wagner to approve Ordinance O-20-13. No discussion. A roll call vote was taken Wagner aye, Roberson aye, Tomlinson nay, O'Neill aye, Kehoe aye. **Motion Passed 4-1.**

Ordinance O-20-14- Administrator Irvine read the title into the record.

An ordinance of the Town of Lake Hamilton, Florida, enacting a temporary moratorium in order to study, review and to amend the land development regulations for certain non-residential land uses and commercial and industrial zoning districts; providing for a six month term to be extended if necessary, by the town council; providing for early termination if the project is complete; providing for conflicts; providing for severability; providing an effective date.

Community Development Director Leonard explained the moratorium and its purpose.

No public comments were received.

Motion made by O'Neill and a second by Roberson to approve Ordinance O-20-14. A roll call vote was taken Roberson aye, Tomlinson aye, O'Neill aye, Wagner aye, Kehoe aye. **Motion Passed 5-0.**

Mayor Kehoe closed the public hearing at 6:45 PM and resumed the regular meeting.

New Business

Ordinance O-20-15- Administrator Irvine read the title into the record.

An ordinance of the Town of Lake Hamilton, Florida, amending the comprehensive plan of the Town of Lake Hamilton, Florida, said amendment being known as amendment 20-04ESR, amending the future land use classification from agriculture to residential lands – 5 for one parcel of 19.26 acres of land located south of Hatchineha Road and a second parcel of 21.23 acres of land located east and west of Scenic Highway(SR17) across from Crystal Lake Drive; and transmitting said amendment to the Department of Economic Opportunity for review and compliance; providing for severability; and providing for an effective date.

Community Development Director Leonard explained the comp plan amendment and that it could be modified before the next Council meeting.

No public comments were received.

Motion made by O'Neill and a second by Wagner to approve Ordinance O-20-15. Tomlinson nay, O'Neill aye, Wagner aye, Roberson aye, Kehoe aye. **Motion Passed 4-1.**

Resolution R-2020-18- Administrator Irvine read the title into the record.

A resolution approving the negotiated and private sale of not to exceed \$1,255,000 principal amount of Town of Lake Hamilton, Florida water system revenue bond, series 2020; awarding said series 2020 bond to the purchaser thereof; approving the terms of said series 2020 bond; providing for the delivery of said series 2020 bond to the purchaser; providing certain other matters in connection therewith; and setting forth the effective date of this resolution.

Administrator Irvine mentioned there have been calls into town hall that areas under construction have had excessive damage.

No public comments were received.

Motion made by O'Neill and a second by Wagner to approve Resolution R-2020-18 Sale of Water System Revenue Bond, Series 2020. A roll call vote was taken O'Neill aye, Wagner aye, Roberson aye, Tomlinson aye, Kehoe aye. **Motion Passed 5-0.**

Staff Reports-

Town Administrator- Town Administrator Irvine stated there was a memo regarding COVID in the packet. There have been issues with the architect and they have received another pay request from Mid South. The Town Clerk has returned from maternity leave and there was no report for Code Enforcement.

Town Clerk- no comments.

Police Department- included in packet

Code Enforcement- no comments

Community development- Included in Packet.

Public Works- included in packet.

ATTORNEY COMMENTS: Jeff is sick, and he stated he had received calls regarding the noise complaints. O'Neill will contact him tomorrow.

COUNCIL COMMENTS: There was discussion about putting a television in the Woman's Club as there is no way to social distance in the new council room. The next council meeting will be held on January 12, 2021.

ADJOURNMENT:

Motion made by O'Neill and a second by Tomlinson to adjourn the meeting at 7:33 PM.

Motion Passed 5-0.

ATTEST:

Michael Kehoe, Mayor

Brittney Sandovalsoto, Town Clerk

Sara K. Irvine, Town Administrator



Memorandum

To: Town Council

From: Sara Irvine, Town Administrator

Date: 01/08/2020

Subject: Consent Agenda - Quarterly Finance Reports

CPA Mike and I have provided the auditor with the reports and documents that he requires to continue his audit of financial statements from last fiscal year.

Attached for your review is the Profit and Loss comparison from 2018-2019/2019-2020. Also attached is CPA Mike's trending analysis. CPA Mike will gladly come and present the trending analysis at the next meeting.

Town of Lake Hamilton
Profit & Loss YTD Comparison
October 2019 through September 2020
Unaudited

For council review 01/12/20

Accrual Basis

	Oct '19 - Sep 20	Oct '18 - Sep 19
Ordinary Income/Expense		
Income		
310.000 · Taxes		
311.000 · Ad Valorem Taxes	707,591.56	661,411.79
312.000 · Local Option, Use & Fuel Taxes		
312.300 · County 9th Cent Voted Fuel Tax	12,365.74	11,651.93
312.410 · 1st Local Option Fuel Tax	68,472.49	70,605.22
312.420 · 2nd Local Option Fuel Tax	43,339.83	44,534.24
Total 312.000 · Local Option, Use & Fuel Taxes	124,178.06	126,791.39
314.000 · Utility Services Taxes		
314.100 · Electricity	141,362.98	127,481.21
314.300 · Water	47,709.24	44,678.74
314.400 · Gas	594.59	0.00
314.800 · Propane	3,732.16	4,455.01
314.900 · Other	29.99	0.00
314.000 · Utility Services Taxes - Other	0.00	251.34
Total 314.000 · Utility Services Taxes	193,428.96	176,866.30
315.000 · Communications Services Taxes	19,491.81	22,099.46
316.000 · Local Business Tax		
316.001 · Local Tax	1,170.00	1,472.40
316.002 · From County	1,198.48	322.71
Total 316.000 · Local Business Tax	2,368.48	1,795.11
Total 310.000 · Taxes	1,047,058.87	988,964.05
320.000 · Permits Fees Special Assessments		
322.00 · Permits		
322.100 · Building Permits	59,497.27	80,441.62
322.200 · BOCC Admin Fee - Impact Fees	2,986.23	4,364.49
Total 322.00 · Permits	62,483.50	84,806.11
323.000 · Franchise Fees		
323.100 · Electricity	122,950.46	123,725.99
323.700 · Solid Waste		
323.701 · Republic Services Franchise Fee	26,315.96	26,148.27
Total 323.700 · Solid Waste	26,315.96	26,148.27
Total 323.000 · Franchise Fees	149,266.42	149,874.26
324.000 · Impact Fees		
324.210 · Residential-Physical Environment		
324.211 · Water Impact Fees - Residential	33,816.88	65,597.49
324.212 · Sewer Impact Fees - Residential	0.00	4,999.97
Total 324.210 · Residential-Physical Environment	33,816.88	70,597.46
324.220 · Commercial-Physical Environment		
324.222 · Sewer Impact Fees - Commercial	7,190.51	33,555.76

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
Total 324.220 · Commercial-PhysicalEnvironment	7,190.51	33,555.76
Total 324.000 · Impact Fees	41,007.39	104,153.22
329.000 · OtherPermitsSpecialAssessments		
329.001 · Golf Cart Registrations	105.00	210.00
329.002 · Planning Department Fees	11,207.00	4,329.00
Total 329.000 · OtherPermitsSpecialAssessments	11,312.00	4,539.00
Total 320.000 · PermitsFeesSpecial Assessments	264,069.31	343,372.59
330.000 · Intergovernmental Revenue		
331.000 · Federal Grants		
331.200 · Public Safety		
331.201 · JAGD Grant	0.00	1,186.69
331.202 · Police Grant JAGC	2,559.96	0.00
Total 331.200 · Public Safety	2,559.96	1,186.69
Total 331.000 · Federal Grants	2,559.96	1,186.69
334.000 · State Grants		
334.300 · Physical Environment		
334.350 · Sewer/Wastewater	0.00	0.00
334.360 · Stormwater Management	0.00	10,000.00
Total 334.300 · Physical Environment	0.00	10,000.00
334.700 · Culture and Recreation		
334.701 · FRDAP	0.00	-50,000.00
334.700 · Culture and Recreation - Other	0.00	50,000.00
Total 334.700 · Culture and Recreation	0.00	0.00
Total 334.000 · State Grants	0.00	10,000.00
335.000 · State Shared Revenues		
335.100 · General Government		
335.140 · Mobile Home License Tax	425.04	320.50
335.150 · Alcoholic Beverage License Tax	0.00	195.78
335.180 · Local Govt 1/2 Cent Sales Tax	90,035.19	89,166.87
335.190 · State Revenue Sharing .08 Tax	42,784.26	44,465.38
Total 335.100 · General Government	133,244.49	134,148.53
335.200 · Public Safety		
335.230 · Emergency Management Assistance	0.00	15,716.15
Total 335.200 · Public Safety	0.00	15,716.15
335.400 · Transportation	0.00	0.00
Total 335.000 · State Shared Revenues	133,244.49	149,864.68
Total 330.000 · Intergovernmental Revenue	135,804.45	161,051.37
340.000 · Charges for Services		
341.000 · General Government		
341.900 · Other General Govt Charges/Fees	0.00	0.00
Total 341.000 · General Government	0.00	0.00
342.000 · Public Safety		
342.100 · Law Enforcement Services	1,401.10	899.35
342.500 · Code Enforcement Fees	39,937.57	15,229.42

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
342.900 · Other Public Safety Charges	4.00	108.00
Total 342.000 · Public Safety	41,342.67	16,236.77
343.000 · Physical Environment		
343.100 · Electric Utility	0.00	0.00
343.300 · Water Utility		
343.301 · Water Income	553,780.81	533,384.81
343.302 · Water Meter Set Fees	10,767.00	23,331.71
343.303 · Cross Connection Program	5,895.00	8,509.98
343.305 · Connect/Reconnect Fees	13,200.00	8,192.03
Total 343.300 · Water Utility	583,642.81	573,418.53
343.400 · Garbage/Solid Waste		
343.401 · Sanitation Income	134,669.00	101,175.00
343.402 · Trash Collection	96,061.29	90,949.00
Total 343.400 · Garbage/Solid Waste	230,730.29	192,124.00
343.500 · Sewer/Wastewater Utility	17,693.25	13,607.57
343.550 · Stormwater Management Fees	42,052.00	41,010.00
343.900 · OtherPhysicalEnvironmentCharges		
343.901 · Late Fee Income	20,917.95	21,454.37
343.902 · Return Check Revenue	1,425.50	1,294.00
Total 343.900 · OtherPhysicalEnvironmentCharges	22,343.45	22,748.37
343.000 · Physical Environment - Other	50.00	0.00
Total 343.000 · Physical Environment	896,511.80	842,908.47
344.000 · Transportation (User Fees)		
344.100 · FDOT Lighting Maintenance Agree	6,820.89	12,983.73
Total 344.000 · Transportation (User Fees)	6,820.89	12,983.73
Total 340.000 · Charges for Services	944,675.36	872,128.97
350.000 · Judgments, Fines and Forfeits		
351.000 · Judgements		
351.100 · County Court Criminal		
351.101 · Police Fines & Forfeitures	28,628.64	23,317.75
351.102 · Police Education	1,427.56	2,220.52
351.103 · Clerk of County Court Fees	5,768.60	4,516.42
351.104 · Police Investigations	4,452.80	4,864.86
351.105 · Police Resitution	0.00	152.00
351.100 · County Court Criminal - Other	24.80	3,777.89
Total 351.100 · County Court Criminal	40,302.40	38,849.44
351.900 · Other Judgments	0.00	101.00
351.000 · Judgements - Other	0.00	2,232.07
Total 351.000 · Judgements	40,302.40	41,182.51
352.000 · Fines	0.00	0.00
358.000 · Forfeits		
358.200 · Seized by Law Enforcement	0.00	11,267.00
Total 358.000 · Forfeits	0.00	11,267.00
Total 350.000 · Judgments, Fines and Forfeits	40,302.40	52,449.51

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
360.000 · Miscellaneous Revenues		
361.000 · Interest and Other Earnings		
361.100 · Interest	6,851.73	7,613.18
Total 361.000 · Interest and Other Earnings	6,851.73	7,613.18
364.000 · Sales-Disposition of Fixed Assets	11,067.50	-65,491.53
365.000 · Sales-Surplus Materials/Scrap	0.00	293.00
366.000 · Contributions/Donations-Private	2,478.40	6,966.07
369.000 · Other Miscellaneous Revenues		
369.900 · Other	33,841.85	18,144.30
Total 369.000 · Other Miscellaneous Revenues	33,841.85	18,144.30
Total 360.000 · Miscellaneous Revenues	54,239.48	-32,474.98
380.000 · Non-Operating Revenue		
381.000 · Interfund Group Transfers In	0.00	0.00
383.000 · Installment Purchases/Lease Proceeds	0.00	154,753.00
384.000 · Debt Proceeds	946,200.64	603,799.36
Total 380.000 · Non-Operating Revenue	946,200.64	758,552.36
390.000 · Other Sources	1,900.00	0.00
Total Income	3,434,250.51	3,144,043.87
Gross Profit	3,434,250.51	3,144,043.87
Expense		
510.00 · General Government Services		
511.00 · Legislative		
511.10 · Personnel Services		
511.11 · Executive Salaries	2,505.00	2,580.00
511.24 · Workers' Compensation	36,354.00	30,000.00
Total 511.10 · Personnel Services	38,859.00	32,580.00
511.30 · Operating Expenditures/Expenses		
511.31 · Professional Services	45,968.75	14,141.76
511.40 · Travel and Per Diem	1,572.60	5,112.37
511.45 · Insurance	39,554.25	35,000.00
511.47 · Printing & Binding	427.83	3,256.78
511.48 · Promotional Activities	4,867.13	8,017.00
511.52 · Operating Supplies	18,145.00	0.00
511.54 · Books/Public Subscriptions/Memberships	1,314.20	2,040.20
511.55 · Training	60.60	1,700.00
Total 511.30 · Operating Expenditures/Expenses	111,910.36	69,268.11
511.60 · Capital Outlay		
511.62 · Buildings	604,662.34	912,178.51
511.63 · Infrastructure	0.00	10,129.36
511.64 · Machinery & Equipment	28,102.39	0.00
Total 511.60 · Capital Outlay	632,764.73	922,307.87
511.70 · Debt Service		
511.71 · Principal	35,503.26	17,861.81
511.72 · Interest	0.00	1,032.55

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
Total 511.70 · Debt Service	35,503.26	18,894.36
Total 511.00 · Legislative	819,037.35	1,043,050.34
513.00 · Financial and Administrative		
513.10 · Personnel Services		
513.12 · Regular Salaries & Wages	137,772.28	115,457.18
513.21 · FICA Taxes	10,269.78	9,235.91
513.22 · Retirement Contributions	5,671.08	-967.23
513.23 · Life and Health Insurance	23,062.76	17,875.35
Total 513.10 · Personnel Services	176,775.90	141,601.21
513.30 · Operating Expenditures/Expenses		
513.32 · Accounting & Auditing	34,279.92	28,884.60
513.40 · Travel and Per Diem	1,836.71	6,034.82
513.41 · Communication Services	2,279.23	2,450.52
513.43 · Utility Services	2,805.19	3,075.06
513.44 · Rentals & Leases	1,748.58	2,346.24
513.46 · Repair & Maintenance Services	1,318.90	1,835.70
513.47 · Printing & Binding	740.79	0.00
513.49 · OtherCurrentCharges/Obligations		
513.492 · Advertising	3,126.46	4,502.39
Total 513.49 · OtherCurrentCharges/Obligations	3,126.46	4,502.39
513.52 · Operating Supplies		
513.522 · Fuel	23.88	0.00
513.52 · Operating Supplies - Other	9,797.38	8,797.38
Total 513.52 · Operating Supplies	9,821.26	8,797.38
513.54 · BooksPublicaSubscripMemberships	1,871.84	1,880.41
513.55 · Training	275.00	0.00
Total 513.30 · Operating Expenditures/Expenses	60,103.88	59,807.12
Total 513.00 · Financial and Administrative	236,879.78	201,408.33
Total 510.00 · General Government Services	1,055,917.13	1,244,458.67
520.00 · Public Safety		
521.00 · Law Enforcement		
521.10 · Personnel Services		
521.12 · Regular Salaries & Wages	386,986.34	323,904.96
521.14 · Overtime	11,519.02	11,601.50
521.15 · Special Pay	8,945.04	9,508.25
521.21 · FICA Taxes	30,377.05	26,393.62
521.22 · Retirement Contributions	10,425.90	10,317.43
521.23 · Life and Health Insurance	64,134.16	68,621.09
Total 521.10 · Personnel Services	512,387.51	450,346.85
521.30 · Operating Expenditures/Expenses		
521.31 · Professional Services	31,441.50	28,004.75
521.40 · Travel and Per Diem	319.08	1,855.51
521.41 · Communication Services	16,723.56	18,859.98
521.43 · Utility Services	2,417.07	3,048.29

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
521.44 · Rentals & Leases	3,247.77	5,001.03
521.46 · Repair & Maintenance Services	14,025.81	15,325.15
521.47 · Printing & Binding	1,492.94	2,056.95
521.52 · Operating Supplies		
521.521 · Other Operating Supplies	12,035.44	12,803.81
521.522 · Fuel Expenses	20,901.23	24,210.89
521.523 · Uniforms	7,385.48	4,437.05
Total 521.52 · Operating Supplies	40,322.15	41,451.75
521.54 · BooksPublicaSubscripMemberships	2,178.70	1,541.30
521.55 · Training	4,376.41	3,625.54
Total 521.30 · Operating Expenditures/Expenses	116,544.99	120,770.25
521.60 · Capital Outlay		
521.64 · Machinery & Equipment		
521.642 · Vehicles	29,677.37	2,710.00
521.643 · Grant	7,271.66	4,830.26
Total 521.64 · Machinery & Equipment	36,949.03	7,540.26
Total 521.60 · Capital Outlay	36,949.03	7,540.26
Total 521.00 · Law Enforcement	665,881.53	578,657.36
524.00 · Building & Planning		
524.10 · Personnel Services		
524.12 · Regular Salaries & Wages	96,538.30	92,242.29
524.21 · FICA Taxes	7,198.82	7,056.53
524.22 · Retirement Contributions	2,109.69	367.20
524.23 · Life and Health Insurance	8,361.54	10,085.05
Total 524.10 · Personnel Services	114,208.35	109,751.07
524.30 · Operating Expenditures/Expenses		
524.31 · Professional Services	20,626.23	20,070.00
524.40 · Travel and Per Diem	480.00	3,107.07
524.41 · Communication Services	1,862.97	1,706.09
524.43 · Utility Services	2,349.56	2,997.09
524.44 · Rentals & Leases	189.01	2,024.35
524.52 · Operating Supplies		
524.521 · Other Operating Supplies	7,051.77	6,257.92
524.522 · Fuel Expenses	486.06	324.91
Total 524.52 · Operating Supplies	7,537.83	6,582.83
524.54 · BooksPublicaSubscripMemberships	2,448.00	3,363.00
524.55 · Training	380.00	0.00
Total 524.30 · Operating Expenditures/Expenses	35,873.60	39,850.43
Total 524.00 · Building & Planning	150,081.95	149,601.50
Total 520.00 · Public Safety	815,963.48	728,258.86
530.00 · Physical Environment		
533.00 · Water Utility Services		
533.10 · Personnel Services		
533.12 · Regular Salaries & Wages	94,424.78	99,969.17

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
533.14 · Overtime	10,269.76	25,939.11
533.15 · Special Pay	10,396.00	7,006.25
533.21 · FICA Taxes	7,468.10	9,645.92
533.22 · Retirement Contributions	5,818.99	3,697.83
533.23 · Life and Health Insurance	18,841.87	26,198.21
533.10 · Personnel Services - Other	692.71	0.00
Total 533.10 · Personnel Services	147,912.21	172,456.49
533.30 · Operating Expenditures/Expenses		
533.31 · Professional Services		
533.311 · Engineering Services	5,000.00	5,000.00
Total 533.31 · Professional Services	5,000.00	5,000.00
533.34 · Other Services	0.00	7,000.00
533.40 · Travel and Per Diem	1,324.20	3,265.78
533.41 · Communication Services	4,619.43	3,554.99
533.43 · Utility Services	30,528.08	28,858.23
533.44 · Rentals & Leases	3,186.50	2,739.38
533.45 · Insurance	13,581.75	15,000.00
533.46 · Repair & Maintenance Services	71,665.22	116,482.47
533.47 · Printing & Binding	280.23	0.00
533.52 · Operating Supplies		
533.521 · Other Operating Supplies	39,102.41	38,308.16
533.522 · Fuel Expenses	4,906.30	2,990.32
533.523 · Uniforms	337.69	1,171.88
Total 533.52 · Operating Supplies	44,346.40	42,470.36
533.54 · BooksPublicaSubscripMemberships	799.00	927.00
533.55 · Training	2,307.22	5,006.44
533.59 · Depreciation	169,289.41	170,073.95
533.599 · Water Taxes	110.97	0.00
Total 533.30 · Operating Expenditures/Expenses	347,038.41	400,378.60
533.60 · Capital Outlay		
533.63 · Infrastructure		
533.631 · Fire Hydrant Replacement	10,480.50	99,415.45
533.632 · Water Distribution System	0.00	0.00
Total 533.63 · Infrastructure	10,480.50	99,415.45
533.64 · Machinery & Equipment	5,237.91	1,100.57
Total 533.60 · Capital Outlay	15,718.41	100,516.02
533.70 · Debt Service		
533.71 · Principal	60,676.00	62,030.50
533.72 · Interest		
533.722 · SRF Loan	0.00	0.00
533.723 · WDS Bridge Loan Centerstate	13,012.20	0.00
Total 533.72 · Interest	13,012.20	0.00
533.73 · Other Debt Service Costs		
533.731 · Hydrogen Sulfide Debt Service	5,853.83	6,030.47

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
Total 533.73 · Other Debt Service Costs	5,853.83	6,030.47
Total 533.70 · Debt Service	79,542.03	68,060.97
Total 533.00 · Water Utility Services	590,211.06	741,412.08
534.00 · Sanitation		
534.10 · Personnel Services		
534.12 · Regular Salaries & Wages	38,729.96	40,244.76
534.21 · FICA Taxes	3,879.23	3,078.72
534.22 · Retirement Contributions	583.96	0.00
534.23 · Life and Health Insurance	7,829.33	9,105.78
Total 534.10 · Personnel Services	51,022.48	52,429.26
534.30 · Operating Expenditures/Expenses		
534.34 · Other Services	151,893.38	120,255.36
534.41 · Communication Services	1,508.73	671.43
534.46 · Repair & Maintenance Services	7,434.32	6,944.63
534.52 · Operating Supplies		
534.521 · Other Operating Supplies	1,752.81	291.73
534.522 · Fuel Expenses	3,507.59	3,655.38
534.523 · Uniforms	279.10	443.63
Total 534.52 · Operating Supplies	5,539.50	4,390.74
534.55 · Training	1,750.00	0.00
Total 534.30 · Operating Expenditures/Expenses	168,125.93	132,262.16
534.60 · Capital Outlay		
534.64 · Machinery & Equipment	2,290.76	174,360.63
Total 534.60 · Capital Outlay	2,290.76	174,360.63
534.70 · Debt Service		
534.71 · Principal	34,300.80	31,442.40
Total 534.70 · Debt Service	34,300.80	31,442.40
Total 534.00 · Sanitation	255,739.97	390,494.45
535.00 · Sewer / Wastewater Services		
535.10 · Personnel Services		
535.12 · Regular Salaries & Wages	11,078.94	10,060.39
Total 535.10 · Personnel Services	11,078.94	10,060.39
535.30 · Operating Expenditures/Expenses		
535.31 · Professional Services	0.00	0.00
535.41 · Communication Services	1,130.31	633.42
535.43 · Utility Services	2,123.96	1,971.68
535.45 · Insurance	0.00	4,767.32
535.46 · Repair & Maintenance Services	6,822.81	282.26
535.52 · Operating Supplies	12,778.10	4,059.91
535.55 · Training	335.60	0.00
535.59 · Depreciation	32,618.36	31,283.73
Total 535.30 · Operating Expenditures/Expenses	55,809.14	42,998.32
535.60 · Capital Outlay		
535.62 · Buildings	2,056.86	0.00

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
535.63 · Infrastructure	0.00	68,381.37
535.64 · Machinery & Equipment	-1,400.00	0.00
535.60 · Capital Outlay - Other	0.00	-68,381.37
Total 535.60 · Capital Outlay	656.86	0.00
535.00 · Sewer / Wastewater Services - Other	0.00	187.09
Total 535.00 · Sewer / Wastewater Services	67,544.94	53,245.80
Total 530.00 · Physical Environment	913,495.97	1,185,152.33
533 · Bad Debt Expense	37,680.93	52,507.62
540.00 · Transportation		
541.00 · Road & Street Facilities		
541.10 · Personnel Services		
541.12 · Regular Salaries & Wages	38,520.50	38,878.95
541.21 · FICA Taxes	2,870.77	2,974.24
541.22 · Retirement Contributions	0.00	251.02
541.23 · Life and Health Insurance	7,856.33	8,925.22
Total 541.10 · Personnel Services	49,247.60	51,029.43
541.30 · Operating Expenditures/Expenses		
541.31 · Professional Services	3,950.00	1,170.66
541.43 · Utility Services	25,679.24	24,352.74
541.451 · NPDES/Stormwater Expense	12,606.66	17,356.87
541.46 · Repair & Maintenance Services	12,108.61	12,188.82
541.52 · Operating Supplies		
541.521 · Other Operating Supplies	4,949.99	190.34
541.522 · Fuel Expenses	2,332.47	2,332.90
541.523 · Uniforms	139.57	693.57
Total 541.52 · Operating Supplies	7,422.03	3,216.81
541.53 · Road Materials & Supplies	7,046.66	7,804.24
Total 541.30 · Operating Expenditures/Expenses	68,813.20	66,090.14
541.60 · Capital Outlay		
541.63 · Infrastructure	11,879.66	42,605.91
541.64 · Machinery & Equipment	2,290.76	19,611.99
Total 541.60 · Capital Outlay	14,170.42	62,217.90
Total 541.00 · Road & Street Facilities	132,231.22	179,337.47
Total 540.00 · Transportation	132,231.22	179,337.47
570.00 · Culture & Recreation		
572.00 · Parks and Recreation		
572.10 · Personnel Services		
572.12 · Regular Salaries & Wages	39,179.78	40,902.32
572.21 · FICA Taxes	2,919.91	3,129.03
572.22 · Retirement Contributions	1,266.97	649.74
572.23 · Life and Health Insurance	7,843.81	9,056.02
Total 572.10 · Personnel Services	51,210.47	53,737.11
572.30 · Operating Expenditures/Expenses		
572.31 · Professional Services	16,700.00	14,730.00

Unaudited

	Oct '19 - Sep 20	Oct '18 - Sep 19
572.41 · Communication Services	628.58	0.00
572.43 · Utility Services	3,410.00	4,156.49
572.46 · Repair & Maintenance Services	10,052.08	6,715.38
572.52 · Operating Supplies		
572.521 · Other Operating Supplies	2,976.82	3,180.00
572.522 · Fuel Expenses	3,173.30	4,495.74
572.523 · Uniforms	139.43	320.82
Total 572.52 · Operating Supplies	6,289.55	7,996.56
Total 572.30 · Operating Expenditures/Expenses	37,080.21	33,598.43
572.60 · Capital Outlay		
572.64 · Machinery & Equipment	7,564.38	27,800.64
Total 572.60 · Capital Outlay	7,564.38	27,800.64
572.70 · Debt Service	0.00	10,909.97
Total 572.00 · Parks and Recreation	95,855.06	126,046.15
Total 570.00 · Culture & Recreation	95,855.06	126,046.15
66900 · Reconciliation Discrepancies	0.04	0.00
Total Expense	3,051,143.83	3,515,761.10
Net Ordinary Income	383,106.68	-371,717.23
Other Income/Expense		
Other Expense		
Ask My Accountant	0.00	0.00
Fund Balance Transfer	0.00	-371,717.23
Total Other Expense	0.00	-371,717.23
Net Other Income	0.00	371,717.23
Net Income	383,106.68	0.00

SUMMARY OF FINANCIAL INDICATORS

THROUGH FISCAL YEAR ENDED SEPTEMBER 30, 2020

DATA PORTRAYED IN THIS GRAPHIC PRESENTATION WAS DERIVED FROM THE TOWN'S FINANCIAL STATEMENTS. THE FOLLOWING DATA SHOULD BE TAKEN IN CONJUNCTION WITH THOSE FINANCIAL STATEMENTS AND THE AUDITOR'S REPORT THEREON.

Town of Lake Hamilton

Town of Lake Hamilton Financial Indicators		
Indicator Title		Formula
Revenues:		
1, 2 & 3	Revenues per Capita	$\frac{\text{Total Revenue \& Transfers (Constant \$)}}{\text{Population}}$
4	Intergovernmental Revenues	$\frac{\text{Intergovernmental Revenues}}{\text{Operating Revenues \& Transfers}}$
5	Operating Transfers from Other Funds	$\frac{\text{Operating Transfers from Other Funds}}{\text{Operating Revenues \& Transfers}}$
Expenditures:		
6 & 7	Operating Revenue/Expense per Capita - Proprietary	$\frac{\text{Operating Revenue or Expense (Constant \$)}}{\text{Population}}$
8, 9 & 10	Total Expenditures/Expenses per Capita	$\frac{\text{Total Expenditures/ Expenses (Constant \$)}}{\text{Population}}$
Operating Position:		
11	Excess of Revenues Over Expenditures - Governmental Funds	$\frac{\text{General Fund Operating Deficits / Excesses}}{\text{Total Revenue}}$
12	Unassigned + Assigned Fund Balance & Net Position	$\frac{\text{Unassigned+Assigned Fund Balance \& Unrestricted Net Position(Constant \$)}}{\text{Total Revenue}}$
13 & 14	Unassigned + Assigned Fund Balance or Net Position	$\frac{\text{Unassigned+Assigned Fund Balance or Unrestricted Net Position (Constant \$)}}{\text{Total Revenue}}$
15	Unassigned + Assigned Fund Balance to Expenditures	$\frac{\text{Unassigned+Assigned Fund Balance}}{\text{Total Expenditures}}$
16	Enterprise Net Income / Loss	$\frac{\text{Enterprise Net Position Gain / Loss (Constant \$)}}{\text{Total Operating Revenues}}$
17	Enterprise Operating Profit	$\frac{\text{Operating Income (Loss)}}{\text{Total Operating Revenues}}$
18	Governmental Fund Balances	$\frac{\text{Govt. Funds Unassigned + Assigned Fund Balance}}{\text{Total Revenue}}$
19	Enterprise Net Position	$\frac{\text{Enterprise Unrestricted Net Position}}{\text{Operating Revenue}}$
20	Governmental Liquidity	$\frac{\text{Governmental Current Assets}}{\text{Governmental Current Liabilities}}$
21	Enterprise Liquidity	$\frac{\text{Enterprise Current Assets}}{\text{Enterprise Current Liabilities}}$
22, 23 & 24	Monthly Coverage	$\frac{\text{Cash \& Investments}}{(\text{Total Expenditures} / 12)}$
25 & 26	Current Liabilities	$\frac{\text{Current Liabilities}}{\text{Operating Revenues \& Transfers}}$
27	General Long-term Debt Per Capita - Governmental Activities	$\frac{\text{Long-term Debt - Govt. Activities}}{\text{Total Revenue}}$
28	Debt Service to Expenditures	$\frac{\text{Net Debt Service}}{\text{Total Expenditures}}$
29	Level of Capital Outlay	$\frac{\text{Capital Outlay from Operating Funds}}{\text{Total Expenditures}}$
30	Depreciation	$\frac{\text{Depreciation Expense}}{\text{Cost of Depreciable Assets}}$
31, 32, & 33	Unrestricted Cash & Investments	$\frac{\text{Unrestricted Cash \& Investments (Constant \$)}}{\text{Total Revenue}}$
Cash Flow Position:		
34	Cash Current Debt Service Coverage	$\frac{\text{Cash Flows from Operations}}{\text{Current Debt + Interest Expense}}$
35	All In Coverage (Standard and Poors) - Proprietary	$\frac{\text{Cash Flow from Operations - Transfer}}{\text{Cash Paid for Debt Service (Principal + Interest)}}$

Town of Lake Hamilton Data Values						
	2015	2016	2017	2018	2019	2020
Governmental Funds:						
Cash & investments - unrestricted	1,100,360	1,136,623	1,176,723	1,156,117	924,566	1,070,864
Cash & investments - restricted	14,102	13,570	14,651	17,950	26,611	417,485
Current assets (total fund level less rest. assets)	1,122,165	1,199,564	1,337,168	1,407,698	951,177	1,129,726
Inventory	-	-	-	-	-	-
Current liabilities	74,730	55,698	114,136	108,420	132,676	307,451
Long-term debt	56,428	38,937	25,687	17,965	741,728	1,659,985
Unassigned fund balance	735,769	825,782	929,787	749,582	297,967	313,903
Unassigned + Assigned fund balance	1,047,435	1,143,866	1,263,931	1,119,142	818,501	822,275
Total fund balance	1,061,537	1,157,436	1,278,582	1,317,228	1,144,453	1,558,866
Taxes	928,257	947,921	962,611	1,052,659	1,138,848	1,196,325
Intergovernmental revenues	117,013	142,550	248,829	279,540	161,051	135,804
Transfers in	-	-	-	-	-	-
Total fund revenues (excluding transfers in)	1,302,038	1,361,578	1,589,000	1,718,997	1,737,350	1,823,918
Capital outlay	82,369	67,285	206,102	418,856	1,194,227	687,742
Net debt service	2,871	5,169	6,891	6,891	61,247	75,801
Transfers out	-	-	-	-	-	-
Total fund expenditures	1,176,755	1,230,982	1,467,854	1,680,351	2,668,677	2,355,706
Excess revenues over / (under) expenses	125,283	130,596	121,146	38,646	(931,327)	(531,788)
Proprietary Funds:						
Cash & investments - unrestricted	90,022	-	-	-	-	-
Cash & investments - restricted	126,524	152,392	169,625	187,616	206,318	284,052
Depreciable assets - cost	6,534,800	6,575,314	6,646,134	8,056,965	7,733,141	7,814,998
Current assets	174,969	97,422	340,065	136,128	125,234	207,392
Inventory	-	-	-	-	-	-
Current liabilities	70,743	82,162	262,364	244,917	367,879	1,515,495
Non-current liabilities	2,665,584	2,603,551	2,734,471	2,516,898	2,474,781	2,489,658
Current portion of LTD	58,124	48,329	54,519	48,860	50,209	901,294
Total long-term debt	2,641,091	2,553,970	2,682,388	2,459,410	2,410,550	3,266,324
Unrestricted net position	159,478	32,614	130,750	(60,659)	(192,983)	(305,954)
Total net position	3,238,593	3,121,451	4,261,027	4,471,962	4,298,672	4,268,696
Operating revenues	434,469	446,349	561,657	569,892	582,540	587,276
Capital grants and contributions	125,951	6,237	1,071,950	259,236	104,153	41,008
Total revenues	573,140	453,155	1,634,398	830,178	686,693	628,284
Operating expenses	477,226	530,471	424,969	519,591	726,430	658,260
Depreciation expense	140,410	156,591	163,549	183,869	201,358	201,907
Interest expense	76,523	73,187	69,853	99,652	68,061	79,542
Transfers out	-	-	-	-	-	-
Total expenses (operating + interest)	553,749	603,658	494,822	619,243	859,983	658,260
Operating income / (loss)	(42,757)	(84,122)	136,688	50,301	(143,890)	8,558
Increase / (decrease) in net position	19,391	(115,806)	1,139,576	210,935	(173,290)	(29,976)
Cash flow from operations	31,054	72,619	288,561	220,213	79,430	237,784
Earnings before interest (excludes impact fees)	(30,037)	(83,553)	137,479	51,351	(65,492)	8,558
Capital expenditures (current year additions)	134,065	40,514	1,256,380	345,730	166,597	1,174,532
Average annual debt maturity for next 5 years	122,261	118,517	133,286	116,560	116,561	120,180
Cash flows from operations after debt service	(91,207)	(45,898)	155,275	103,653	(37,131)	117,604
Cash flows after Debt Svc and Transfer	(91,207)	(45,898)	155,275	103,653	(37,131)	117,604
Cash available for All In Coverage	31,054	72,619	288,561	220,213	79,430	237,784
Debt service used for All In Coverage	150,894	160,309	118,183	145,882	116,921	129,752
Combined						
Total revenue	1,875,178	1,814,733	3,223,398	2,549,175	2,424,043	2,452,202
Total expenditures	1,730,504	1,834,640	1,962,676	2,299,594	3,528,660	3,013,966
Total cash & investments	1,331,008	1,302,585	1,360,999	1,361,683	1,157,495	1,772,401
Total long-term debt	2,722,012	2,642,488	2,760,158	2,534,863	3,216,509	4,149,643
Total unassigned+assigned fund balance & unrestricted net position	1,206,913	1,176,480	1,394,681	1,058,483	625,518	516,321
Total fund balance & net position	4,300,130	4,278,887	5,539,609	5,789,190	5,443,125	5,827,562
General Data						
Population	1,271	1,315	1,334	1,380	1,430	1,556
Taxable property value (in Millions)	62,978,800	62,862,440	67,483,583	74,308,801	80,288,560	85,700,041
Millage	8.4276	8.4276	8.4276	8.4276	8.4276	8.4276
Price Index	1.00	1.01	1.05	1.08	1.09	1.10

Town of Lake Hamilton Financial Indicators						
Indicator Title	2015	2016	2017	2018	2019	2020
Revenues:						
1 Revenues per Capita - Total	1,475.36	1,366.36	2,301.28	1,710.40	1,555.17	1,432.70
2 Revenues per Capita - Governmental	1,024.42	1,025.17	1,134.43	1,153.38	1,114.61	1,065.62
- Revenues per Capita - Governmental (Peer Group)	760.00	819.00	825.00	838.00	851.00	
- Revenues per Capita - Governmental (Local Peer Group)	799.00	860.00	925.00	938.00	893.00	
3 Revenues per Capita - Proprietary	450.94	341.19	1,166.84	557.02	440.55	367.07
4 Intergovernmental Revenues	8.99%	10.47%	15.66%	16.26%	9.27%	7.45%
- Intergovernmental Revenues (Peer Group)	21.79%	23.72%	27.77%	28.14%	28.51%	
- Intergovernmental Revenues (Local Peer Group)	21.20%	20.27%	19.75%	19.71%	21.18%	
5 Operating Transfers from Other Funds	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Expenditures:						
6 Operating Expenses per Capita - Proprietary	375.47	399.41	303.40	348.63	466.05	384.59
7 Operating Revenues per Capita - Proprietary	341.83	336.07	400.98	382.38	373.73	343.12
8 Total Expenses per Capita - Total	1,361.53	1,381.35	1,401.21	1,542.94	2,263.85	1,760.91
9 Total Expenses per Capita - Governmental	925.85	926.84	1,047.94	1,127.45	1,712.12	1,376.32
- Total Expenses per Capita - Governmental (Peer Group)	769.00	789.00	838.00	817.00	796.00	
- Total Expenses per Capita - Governmental (Local Peer Group)	815.00	760.00	797.00	1,051.00	738.00	
10 Total Expenses per Capita - Proprietary	435.68	454.51	353.27	415.49	551.73	384.59
Operating Position:						
11 Excess of Revenues Over Expenditures	9.62%	9.59%	7.62%	2.25%	-53.61%	-29.16%
- Excess of Revenues Over Expenditures (w/o capital outlay)	15.95%	14.53%	20.59%	26.61%	15.13%	8.55%
- Excess of Revenues Over Expenditures (Peer Group)	-6.71%	-1.13%	-7.44%	-1.93%	5.51%	
- Excess of Revenues Over Expenditures (Local Peer Group)	-2.55%	10.23%	14.10%	-7.51%	17.74%	
12 Unassigned+Assigned Fund Balance + Unrestricted Net Position	1,206,913	1,164,832	1,328,268	980,077	573,870	469,383
- U+JA Fund Balance + Unrestricted Net Position (Peer Group)	1,333,623	1,434,526	1,486,233	1,301,400	1,363,011	
- U+JA Fund Balance + Unrestricted Net Position (Local Peer Group)	1,824,396	1,989,689	2,326,528	2,552,588	3,004,879	
13 Governmental Unassigned+Assigned Fund Balance	1,047,435	1,132,541	1,203,744	1,036,243	750,918	747,523
14 Proprietary Unrestricted Net Position	159,478	32,291	124,524	(56,166)	(177,049)	(278,140)
15 Governmental Unassigned+Assigned FB to expenses	89.01%	92.92%	86.11%	66.60%	30.67%	34.91%
- Governmental Unassigned + Assigned FB to Expenditures (Peer Group)	77.67%	80.86%	71.81%	72.99%	74.17%	
- Governmental Unassigned + Assigned FB to Expenditures (Local Peer Group)	52.75%	63.36%	69.26%	61.74%	91.61%	
16 Proprietary Net Position Earnings / Loss	3,238,593	3,090,546	4,058,121	4,140,706	3,943,736	3,880,633
17 Proprietary Operating Profit	-9.84%	-18.85%	24.34%	8.83%	-24.70%	1.46%
- Proprietary Operating Profit (Peer Group)	3.61%	3.01%	-5.67%	-5.45%	-5.23%	
- Proprietary Operating Profit (Local Peer Group)	15.36%	13.51%	16.12%	14.72%	16.25%	
18 Unreserved/Unassigned+Assigned FB / Total Revenues	80.45%	84.01%	79.54%	65.10%	47.11%	45.08%
- Unreserved/Unassigned+Assigned FB / Total Revenues - Peer Group	73.79%	58.18%	59.98%	62.07%	72.85%	
19 Proprietary Net Position/Total Operating Revenues	36.71%	7.31%	23.28%	-10.64%	-33.13%	-52.10%
- Proprietary Net Position/Total Operating Revenues - (Peer Group)	92.87%	98.70%	116.12%	114.10%	112.08%	
- Proprietary Net Position/Total Operating Revenues - (Local Peer Group)	42.19%	38.63%	50.73%	59.38%	67.58%	
20 Governmental Liquidity	14.72	20.41	10.31	10.66	6.97	3.48
- Governmental Liquidity (Peer Group)	63.99	42.44	21.78	25.08	28.38	
21 Enterprise Liquidity	1.27	-	-	-	-	-
- Enterprise Liquidity (Peer Group)	6.82	7.31	5.75	17.11	28.47	
22 Monthly Coverage - Total	8.25	7.43	7.19	6.03	3.14	4.26
23 Monthly Coverage - Governmental	11.22	11.08	9.62	8.26	4.16	5.45
- Monthly Coverage - Governmental (Peer Group)	13.82	14.31	11.40	12.35	13.29	
- Monthly Coverage - Governmental (Local Peer Group)	8.41	10.56	8.55	11.30	16.67	
24 Monthly Coverage - Proprietary	2.26	-	-	-	-	-
- Monthly Coverage - Proprietary (Peer Group)	25.91	25.72	18.12	22.18	26.23	
- Monthly Coverage - Proprietary (Local Peer Group)	15.97	16.37	12.35	8.33	10.37	
25 Current Liabilities - Governmental (Current Liab / Total Revenues)	5.74%	4.09%	7.18%	6.31%	7.64%	16.86%
- Current Liabilities - Governmental (Current Liab / Total Revenues) - Peer Group	4.66%	5.69%	6.51%	6.59%	6.67%	
26 Current Liabilities - Proprietary (Current Liab/Operating Rev.)	16.28%	18.41%	46.71%	42.98%	63.15%	258.05%
- Current Liabilities - Proprietary (Current Liab/Operating Rev.) - Peer Group	24.27%	23.57%	31.24%	30.74%	30.23%	
27 General Long-term Debt per Capita	44.40	29.32	18.34	12.05	475.86	969.84
- General Long-term Debt per Capita (Peer Group)	357.00	328.00	161.00	112.50	64.00	
- General Long-term Debt per Capita (Local Peer Group)	441.00	409.00	358.00	301.00	259.00	
28 Debt Service to Expenditures	0.24%	0.42%	0.47%	0.41%	2.30%	3.22%
- Debt Service to Expenditures (Peer Group)	3.45%	5.83%	3.23%	5.13%	7.02%	
- Debt Service to Expenditures (Local Peer Group)	4.36%	5.21%	3.98%	15.93%	3.98%	
29 Level of Capital Outlay	7.00%	5.47%	14.04%	24.93%	44.75%	29.19%
30 Depreciation	2.15%	2.38%	2.46%	2.28%	2.60%	2.58%
31 Unrestricted Cash & Investments - Governmental	1,100,360	1,125,369	1,120,689	1,070,479	848,226	973,513
Unrestricted Cash & Investments - Governmental - Nominal Amount	1,100,360	1,136,623	1,176,723	1,156,117	924,566	1,070,864
32 Unrestricted Cash & Investments - Proprietary	90,022	-	-	-	-	-
Unrestricted Cash & Investments - Proprietary - Nominal Amount	90,022	-	-	-	-	-
33 Unrestricted Cash & Investments - Total	1,190,382	1,125,369	1,120,689	1,070,479	848,226	973,513
Unrestricted Cash & Investments - Total - Nominal Amount	1,190,382	1,136,623	1,176,723	1,156,117	924,566	1,070,864
Cash Flow Position:						
34 Cash Current Debt Service Coverage	0.23	0.60	2.32	1.48	0.67	0.24
35 All-In Coverage (Standard and Poors)	0.21	0.45	2.44	1.51	0.68	1.83
2018 State-wide Peer Data was not available and has been estimated based upon historical amounts. Local peer group = Frostproof, Polk City and Eagle Lake						

Town of Lake Hamilton
Indicator 1, 2 & 3

REVENUES PER CAPITA (TOTAL, GOVERNMENTAL, PROPRIETARY)

Warning Trend:

Decreasing Operating Revenues per
Capita (Constant Dollar)

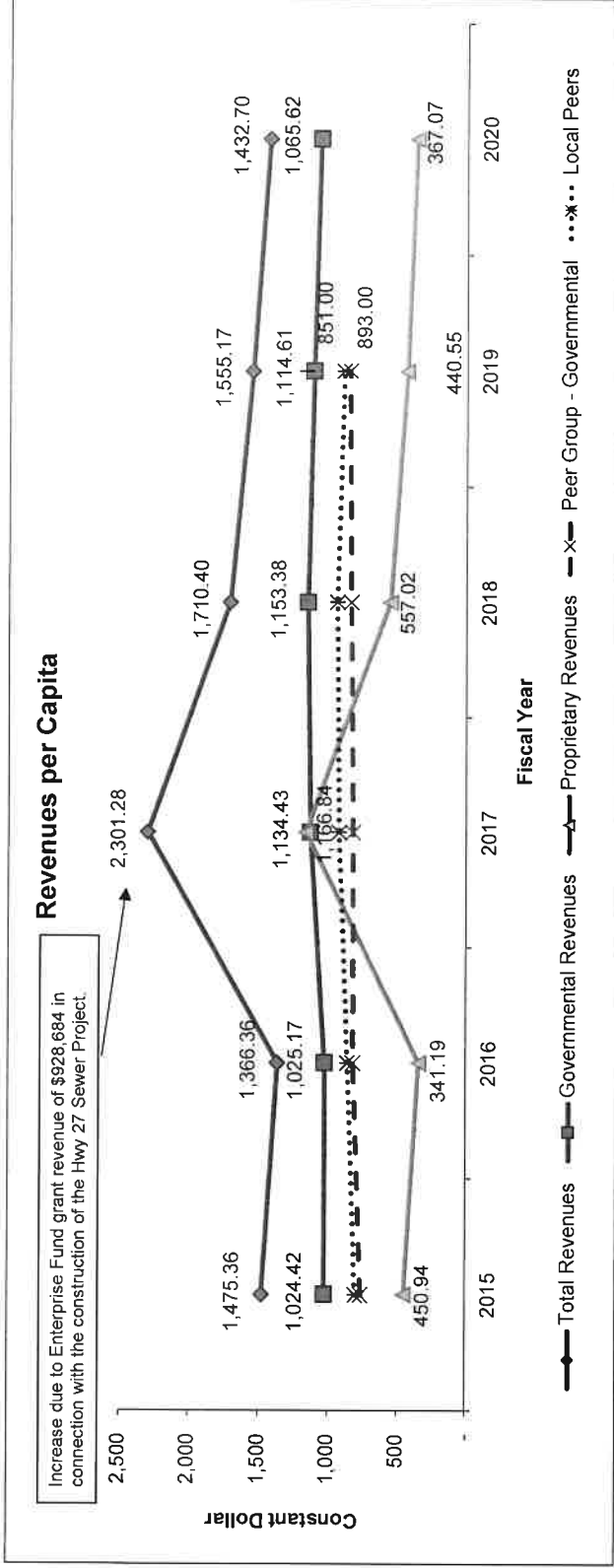
Formulation:

Operating Revenues & Transfers (Constant \$)

Population

Description:

Examination of per capita revenue shows how revenues are changing relative to changes in the population level and rate of inflation. As population or the number of households increase, it might be expected that the needs for services would increase proportionately, and therefore the level of per capita revenues should remain at least constant in real terms. If per capita or per household revenues are decreasing, it could be that the City will be unable to maintain existing service levels unless it were to find new revenue sources or ways to save money. This reasoning assumes that the cost of services is directly related to population or household level.



Florida Peer Group:

851.00

Current Year Actual:

Governmental Revenues

1,065.62

Local Peer Group:

893.00

Town of Lake Hamilton
Indicator 4

INTERGOVERNMENTAL REVENUES

Warning Trend:

Increasing Amount of Intergovernmental Revenues as a
Percentage of Operating Revenues & Transfers

Formulation:

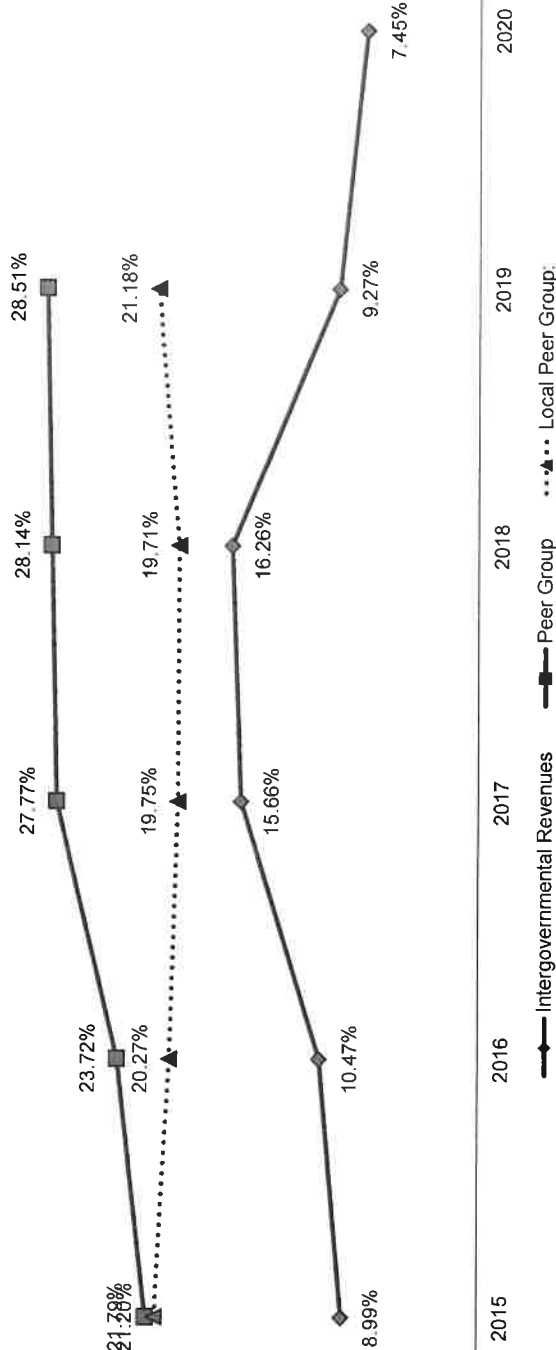
Intergovernmental Revenues

Total Revenue + Transfers In

Description:

Intergovernmental revenues are any revenues received from another governmental entity. They are important to analyze because an overdependence on intergovernmental revenues can have an adverse impact on financial conditions. The conditions or "strings" that the external source attaches to these revenues may prove too costly, especially if these conditions change in the future after the City has developed a dependence on the revenues for a program. In addition, the external source may withdraw or decrease the funds and leave the City with the dilemma of cutting programs or funding them from General Fund revenues.

Intergovernmental Revenues - Governmental Activities



Peer Group:

Intergovernmental Revenues

Local Peer Group:

28.51%

21.18%

Current Year Actual:

Intergovernmental Revenues

7.45%

Town of Lake Hamilton Indicator 5																																				
OPERATING TRANSFERS FROM OTHER FUNDS - GOVERNMENTAL FUNDS																																				
Warning Trend: Increasing Use of Operating Transfers From Other Funds as a Percentage of Operating Revenues and Transfers	Formulation: Operating Transfers from Other Funds																																			
		Total Revenue																																		
Description: Operating Transfers are received from other departments to partially offset expenditures in the General Fund. A distinction can be made between cities which use operating transfers into the General Fund and those which do not follow this practice. While there is some concern about too heavy of a reliance on operating transfers as a revenue source, it can be argued that the sources and basis of operating transfers for various cities is more relevant than the amounts. Most of the city's transfers represent a reimbursement for services such as self insurance (for services provided by the Finance Department), public improvement transfers (services on capital projects provided by the General Fund portion of Public Works), and purchasing acquisitions (services provided by the purchasing department of the General Fund for inventory purchases).																																				
<div><div>Operating Transfers From Other Funds - Governmental Funds</div><div><table><tr><th>Fiscal Year</th><th>Percentage</th></tr><tr><td>2004</td><td>0.00%</td></tr><tr><td>2005</td><td>0.00%</td></tr><tr><td>2006</td><td>0.00%</td></tr><tr><td>2007</td><td>0.00%</td></tr><tr><td>2008</td><td>0.00%</td></tr><tr><td>2009</td><td>0.00%</td></tr><tr><td>2010</td><td>0.00%</td></tr><tr><td>2011</td><td>0.00%</td></tr><tr><td>2012</td><td>0.00%</td></tr><tr><td>2013</td><td>0.00%</td></tr><tr><td>2014</td><td>0.00%</td></tr><tr><td>2015</td><td>0.00%</td></tr><tr><td>2016</td><td>0.00%</td></tr><tr><td>2017</td><td>0.00%</td></tr><tr><td>2018</td><td>0.00%</td></tr><tr><td>2019</td><td>0.00%</td></tr></table></div></div>			Fiscal Year	Percentage	2004	0.00%	2005	0.00%	2006	0.00%	2007	0.00%	2008	0.00%	2009	0.00%	2010	0.00%	2011	0.00%	2012	0.00%	2013	0.00%	2014	0.00%	2015	0.00%	2016	0.00%	2017	0.00%	2018	0.00%	2019	0.00%
Fiscal Year	Percentage																																			
2004	0.00%																																			
2005	0.00%																																			
2006	0.00%																																			
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2014	0.00%																																			
2015	0.00%																																			
2016	0.00%																																			
2017	0.00%																																			
2018	0.00%																																			
2019	0.00%																																			
Peer Group: Operating Transfers In	NA	Current Year Actual: Operating Transfers In 0.00%																																		

Town of Lake Hamilton
Indicator 6 & 7

OPERATING REVENUE AND EXPENSE PER CAPITA - PROPRIETARY FUNDS

Warning Trend:

Increasing Operating Expenditures (constant dollar) per Capita and/or Decreasing Operating Revenue (constant dollar) per Capita

Formulation:

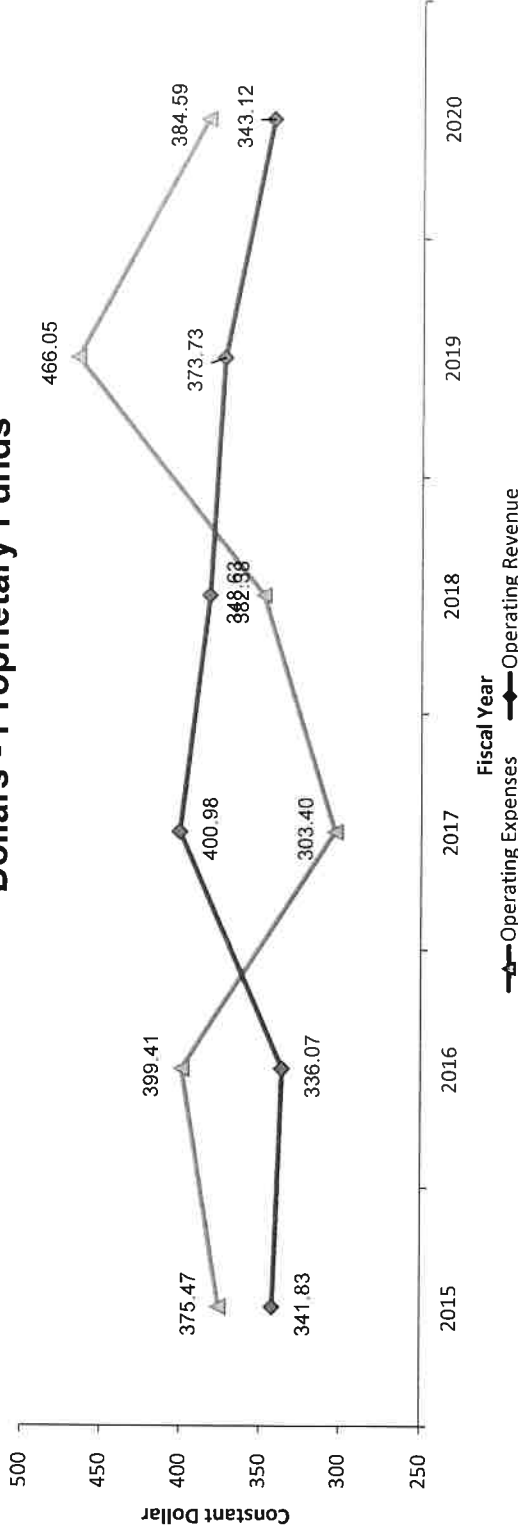
Operating Revenue or Operating Expenses

Population

Description:

Operating revenues and expenses per capita reflect changes in these elements relative to changes in population. Increasing per capita expenditures and/or decreasing per capita revenue can indicate that the cost of providing services is increasing at a pace beyond the community's ability to pay. In addition, if increases are occurring which cannot be explained by the addition of other services, it may indicate declining productivity - spending more to deliver the same level of service.

Operating Expenditures and Operating Revenue Per Capita In Constant Dollars - Proprietary Funds



Peer Group:

Operating expenditures per capita NA
Operating revenue per capita NA

Current Year Actual:

Operating expenditures per capita 384.59
Operating revenue per capita 343.12

Town of Lake Hamilton
Indicator 8, 9, & 10

TOTAL EXPENDITURES PER CAPITA

Warning Trend:

Increasing Total Expenditures (constant dollar) per Capita

Formulation:

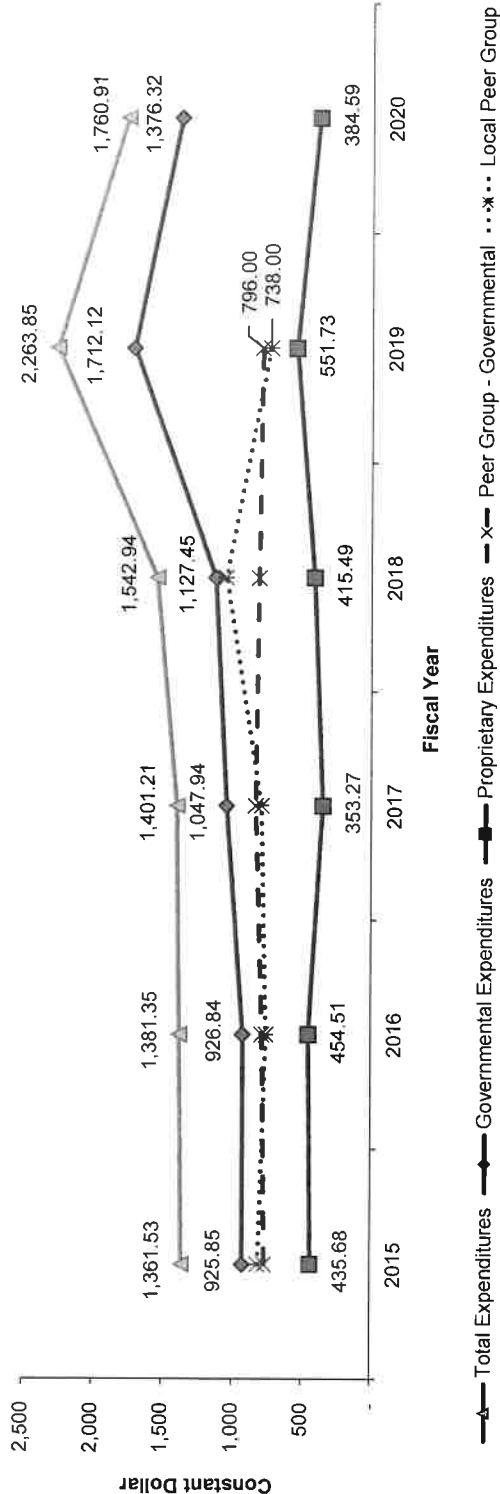
Total Expenditures (constant dollar)

Population

Description:

Expenditures per capita reflect changes in expenditures relative to changes in population. Increasing per capita expenditures can indicate that the cost of providing services is increasing at a pace beyond the community's ability to pay. In addition, if increases are occurring which cannot be explained by the addition of other services, it may indicate declining productivity - spending more to deliver the same level of service.

Total Expenditures Per Capita In Constant Dollars



Peer Group:

Governmental Expenditures

796.00

Current Year Actual:

Governmental Expenditures

1,376.32

Local Peer Group:

Governmental Expenditures

738.00

Town of Lake Hamilton
Indicator 11

EXCESS OF REVENUES OVER EXPENDITURES - GOVERNMENTAL FUNDS

Warning Trend:

Increasing Amount of General Fund Operating Deficits as a Percent of Total Revenue

Formulation:

Excess of Revenues Over (Under) Expenditures

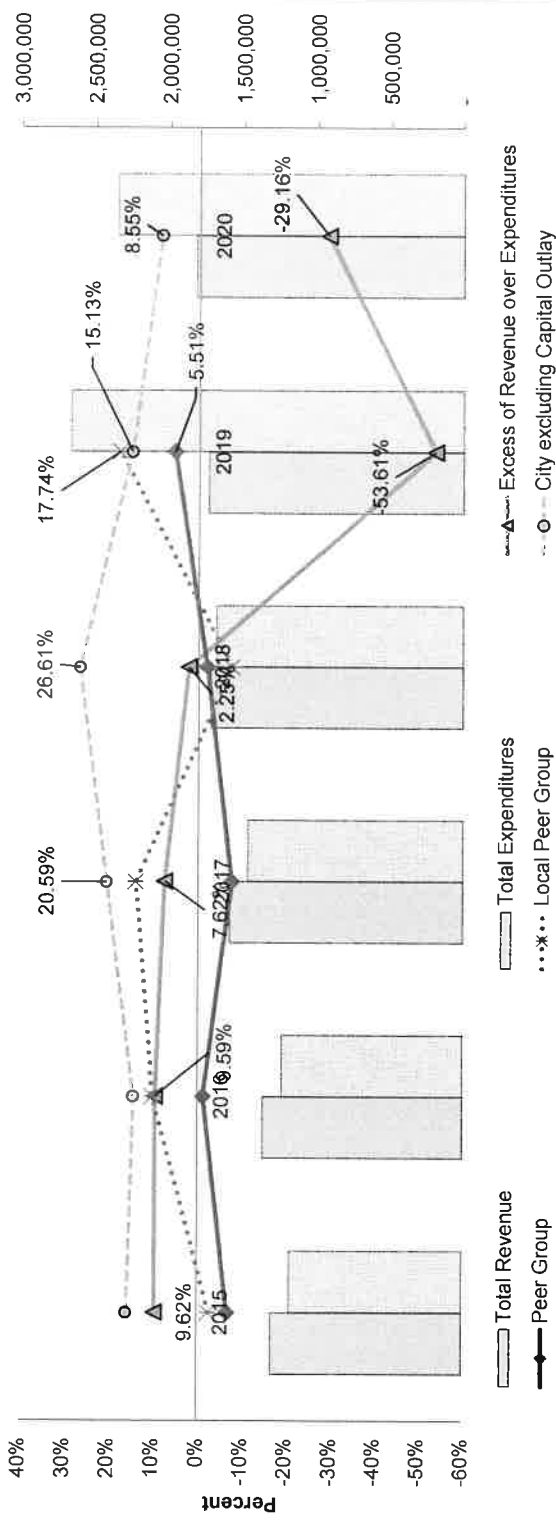
Total Revenue

Description:

An operating deficit will occur as operating expenditures exceed operating revenues. However, this does not necessarily mean the budget will be out of balance. Reserves (fund balances) and transfers are sometimes used to cover the differences. Continuing use of reserves and the unjustifiable transfer of funds to balance the deficit may indicate a revenue/expenditure problem.

The existence of an operating deficit in one year is not cause for concern, but frequent and increasing deficits can indicate that current revenues are not supporting current expenditures, and that serious problems may lie ahead.

Excess of Revenues Over Expenditures - Governmental Funds



Peer Group:

Excess of Revs over Expenditures 5.51%

Local Peer Group:

Excess of Revs over Expenditures 17.74%

Current Year Actual:

Excess of Revs over Expenditures

-29.16%

**Town of Lake Hamilton
Indicator 12, 13 & 14**

UNASSIGNED + ASSIGNED FUND BALANCE & UNRESTRICTED NET POSITION

Warning Trend:

Decreasing Unassigned + Assigned Fund Balance & Unrestricted Net Position (Constant Dollars)

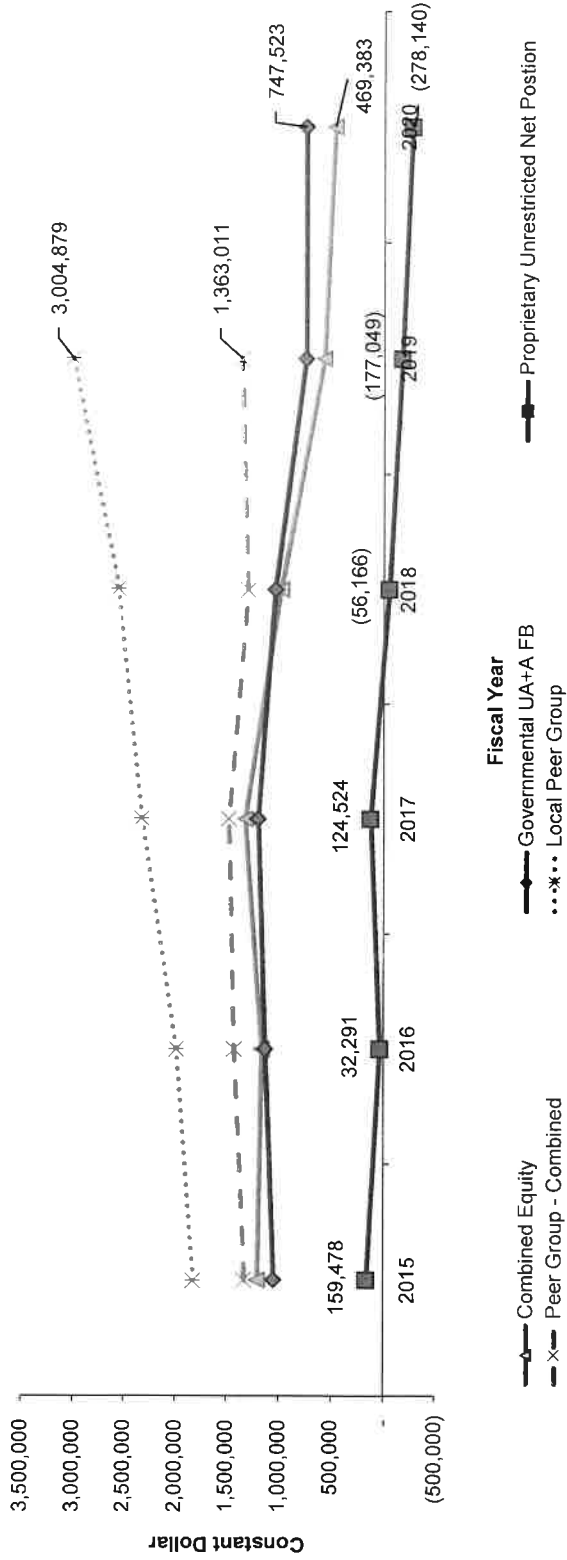
Formulation:

Unassigned + Assigned Fund Balance + Unrestricted Net Position (constant dollars)

Description:

Unassigned & Assigned (governmental funds) or unrestricted (proprietary funds) equity reflect changes in reserves expendable for future periods. Increasing unreserved equity can indicate that the entity is saving prior period surpluses for future expenditures. In addition, if decreases are occurring which cannot be explained by the addition of other services, it may indicate declining productivity - spending more to deliver the same level of service.

Unassigned + Assigned Fund Balance & Unrestricted Net Position



Peer Group:

Combined Unreserved Equities 1,363,011

Local Peer Group:

Combined Unreserved Equities 3,004,879

Current Year Actual:

Combined Unreserved Equities

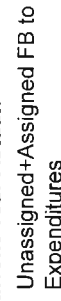
469,383

GOVERNMENTAL UNASSIGNED+ASSIGNED FUND BALANCE TO TOTAL EXPENDITURES

Decreasing Unassigned + Assigned Fund Balance as a Percent of Total Expenditures

Governmental Unassigned+Assigned Fund Balance

Unreserved equity reflect changes in reserves expendable for future periods. Increasing unreserved equity can indicate that the entity is saving prior period surpluses for future expenditures. In addition, if decreases are occurring which cannot be explained, spending or the use of unreserved surpluses may indicate declining productivity - spending more to deliver the same level of service.



Town of Lake Hamilton Indicator 17

PROPRIETARY OPERATING PROFIT / LOSS

Warning Trend:

Decreasing Operating Profit Margins

Formulation:

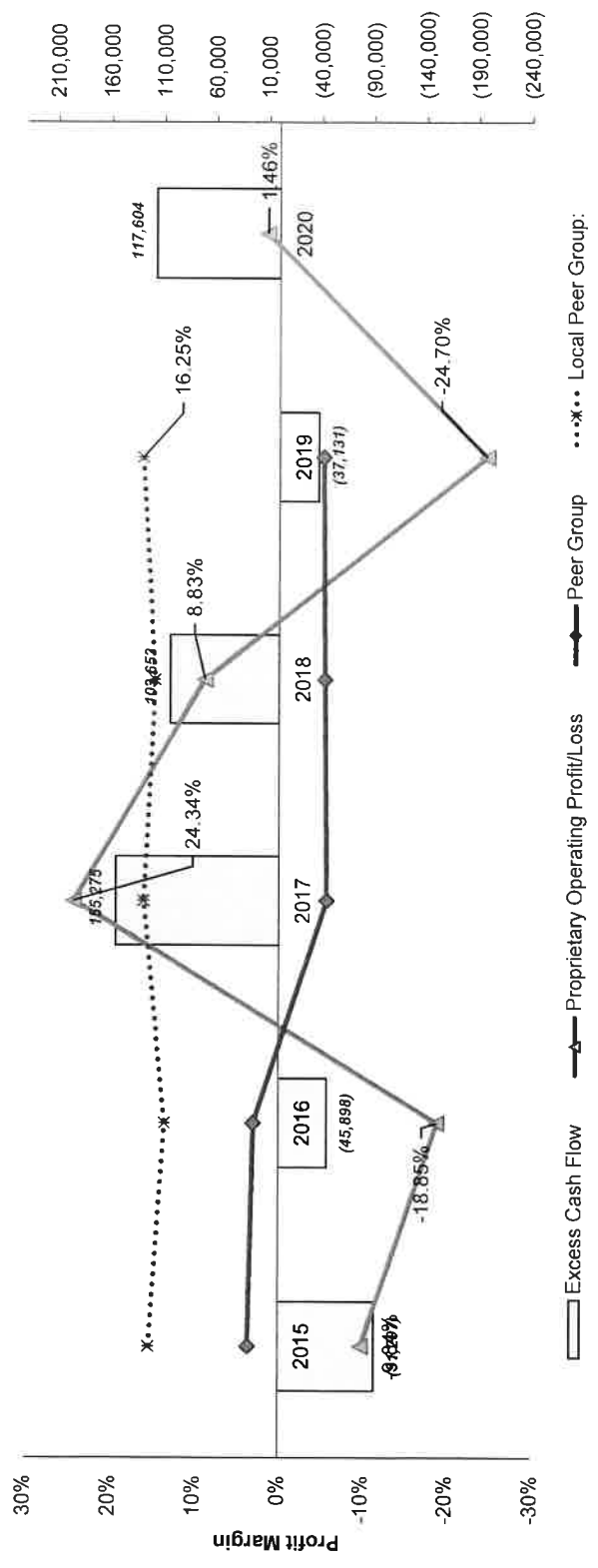
Operating Profit / Loss

Operating Revenues

Description:

Proprietary operations are operating like a "for-profit" entity and as such, are concerned with meeting operating profit margins. This is the measurement of the profits realized through operations to the amount of revenue it took to generate those profits. A declining operating profit margin can indicate declining efficiencies or the of revenue generation of the services provided.

Proprietary Operating Profit / Loss



Peer Group:

Operating Profit Margin

-5.23%

Local Peer Group:

Operating Profit Margin

16.25%

Current Year Actual:

Operating Profit Margin

1.46%

Town of Lake Hamilton
Indicator 18 & 19

NET POSITION

Warning Trend:

Decreasing Unrestricted Net Position as a Percent of Operating Revenues

Formulation:

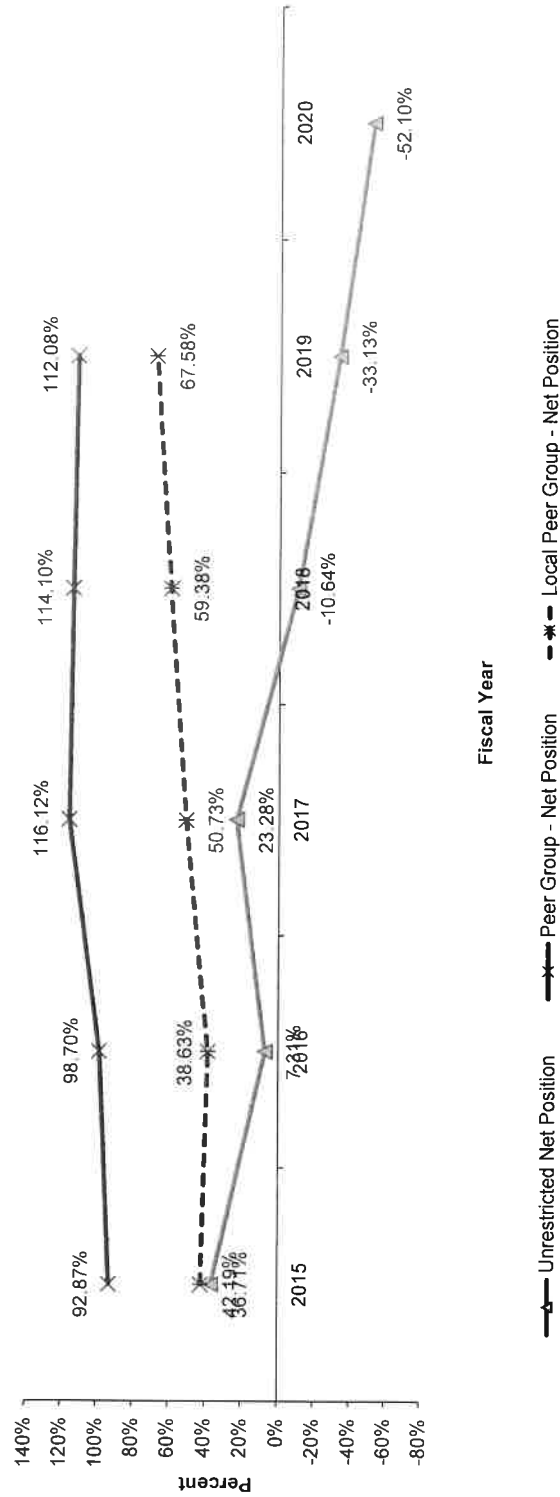
Unrestricted Net Position

Operating Revenue

Description:

Most communities maintain some type of reserves in order to meet unforeseen contingencies. There exist no set rules for determining at what levels these reserves should be maintained. Much depends on such factors as the kind of natural disasters or hardships the City is subject to, the flexibility of the City's revenue base, national economic conditions, and the City's overall financial health.

Net Position as a Percent of Operating Revenues



Peer Group:

Unrestricted Net Position 112.08%

Local Peer Group: 67.58%

Unrestricted Net Position

-52.10%

Town of Lake Hamilton Indicator 20 & 21																										
LIQUIDITY																										
Warning Trend: Quick Ratio on Cash, Marketable Securities and Accounts Receivable to Current Liabilities of Less than One Year	Formulation: Cash, Marketable Securities & Accounts Receivable	Current Liabilities																								
Description: <p>A good measure of a city's short-run financial condition is its cash position. "Cash position" includes cash, marketable securities, as well as other assets that can quickly be converted into cash. The level of such assets is referred to as liquidity. Liquidity is a measure of a city's ability to pay its short-term obligations. The immediate effect of insufficient liquidity is inability to pay bills in a timely manner. This can jeopardize the city's relationship with its vendors and can reduce the effectiveness and savings of the competitive bidding process associated with purchasing.</p> <p>Low or steadily declining liquidity can indicate that a city has, or is, overextending itself in the long run, the first sign being a cash shortage. A standard ratio of liquidity used to analyze commercial entities is the quick ratio, or "acid test;" that is, cash, marketable securities, and accounts receivable (within 30 days) divided by current liabilities. If the ratio is approaching one, or less than one, the commercial entity is considered to be facing liquidity problems</p>																										
<div><div>Liquidity</div><table><tr><th>Fiscal Year</th><th>Proprietary Liquidity</th><th>Governmental Liquidity</th><th>Peer Group - Proprietary</th></tr><tr><td>2015</td><td>28.38</td><td>28.38</td><td>28.38</td></tr><tr><td>2016</td><td>28.47</td><td>28.47</td><td>28.47</td></tr><tr><td>2017</td><td>28.38</td><td>28.38</td><td>28.38</td></tr><tr><td>2018</td><td>28.47</td><td>28.47</td><td>28.47</td></tr><tr><td>2019</td><td>3.48</td><td>3.48</td><td>3.48</td></tr></table></div> <div>Peer Group: Governmental Liquidity 28.38 Proprietary Liquidity 28.47</div> <div>Current Year Actual: Governmental Liquidity 3.48 Proprietary Liquidity -</div>			Fiscal Year	Proprietary Liquidity	Governmental Liquidity	Peer Group - Proprietary	2015	28.38	28.38	28.38	2016	28.47	28.47	28.47	2017	28.38	28.38	28.38	2018	28.47	28.47	28.47	2019	3.48	3.48	3.48
Fiscal Year	Proprietary Liquidity	Governmental Liquidity	Peer Group - Proprietary																							
2015	28.38	28.38	28.38																							
2016	28.47	28.47	28.47																							
2017	28.38	28.38	28.38																							
2018	28.47	28.47	28.47																							
2019	3.48	3.48	3.48																							

**Town of Lake Hamilton
Indicator 22, 23 & 24**

MONTHLY COVERAGE

Warning Trend:

Decreasing Ratio of Highly Liquid Assets to Monthly Operating Expenditures

Formulation:

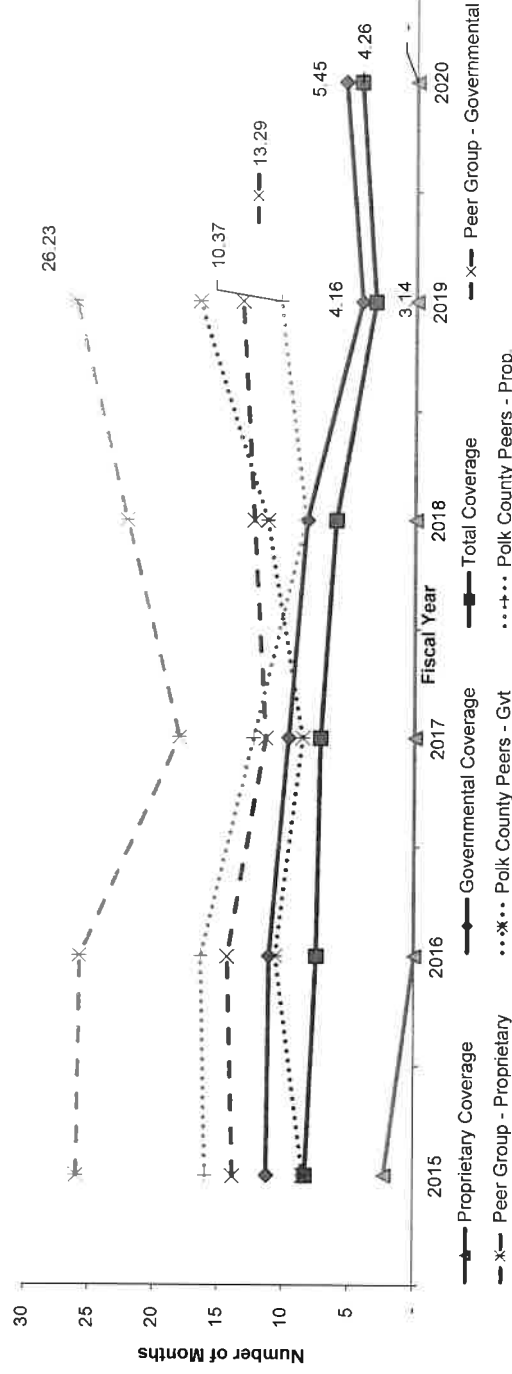
Cash & Investments

Operating Expenditures / 12

Description:

The monthly coverage ratio determines the number of months highly liquid assets (cash and investments) will cover if no additional revenues are received. There are no set levels of desired coverage for Governmental or Proprietary Funds, however, there are benchmarks that have been derived from like-sized municipalities to help measure the coverage ratio.

Monthly Expenditure Coverage

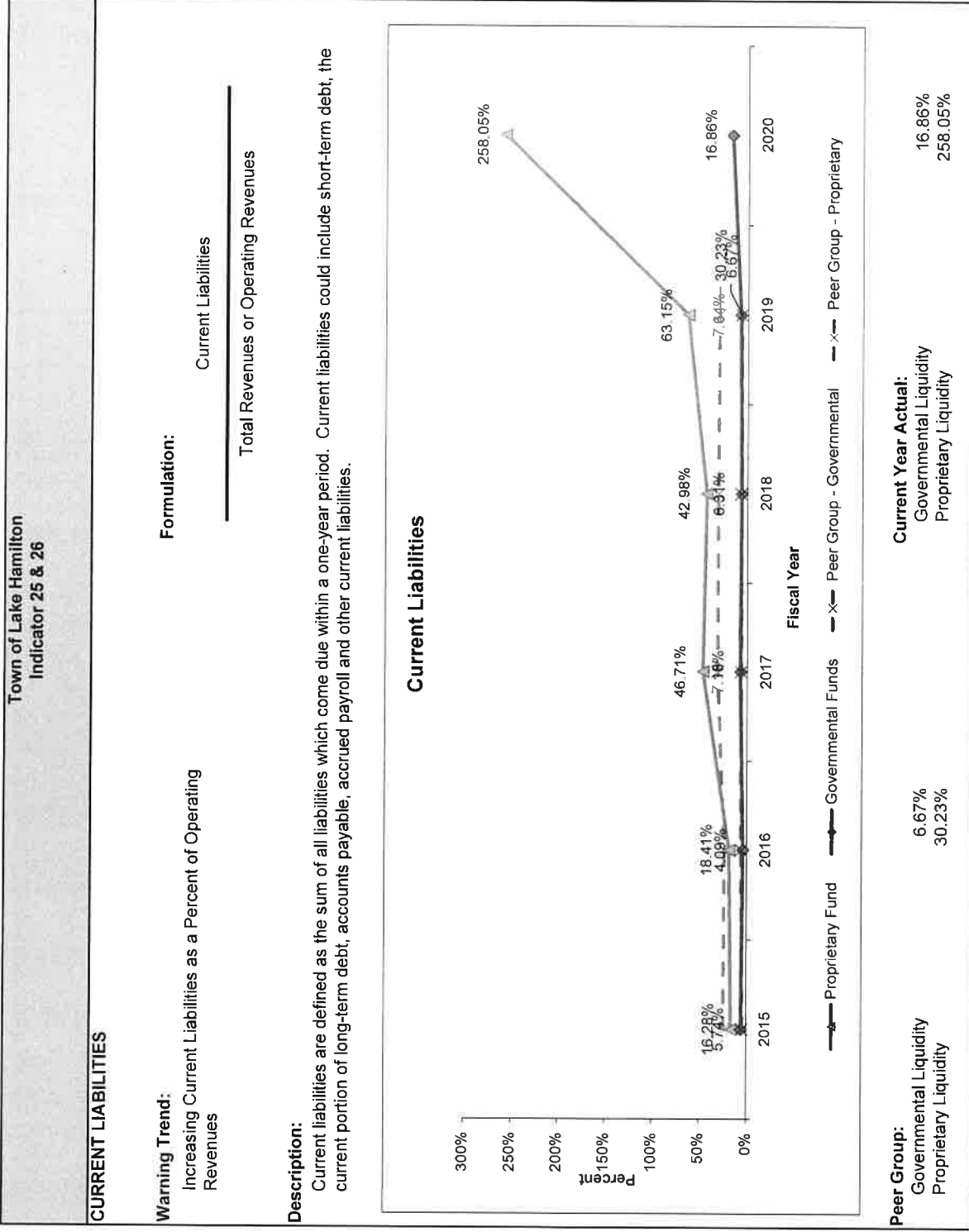


Peer Group:

Governmental Monthly Coverage: 13.29
 Proprietary Monthly Coverage: 26.23
Local Peer Group:
 Governmental Monthly Coverage: 16.67
 Proprietary Monthly Coverage: 10.37

Current Year Actual:

Governmental Monthly Coverage: 5.45
 Proprietary Monthly Coverage: -



Town of Lake Hamilton
Indicator 27

GENERAL LONG-TERM DEBT PER CAPITA

Warning Trend:

Increasing Amount of Net General Long-term Debt Outstanding per Capita

Formulation:

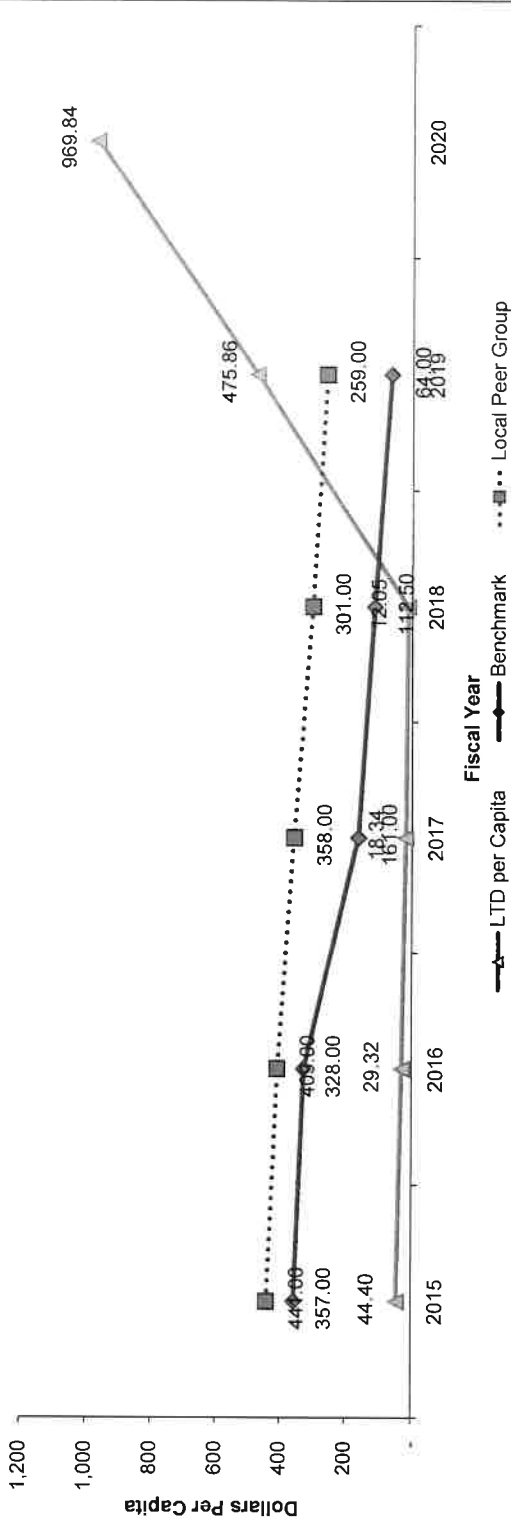
Long-term Debt - Governmental

Population

Description:

General obligation debt is where the City has pledged its full-faith-and-credit taxing powers. One way to monitor this obligation is on a per capita basis. This is an especially useful measure for cities that do not rely heavily on the property tax. The per capita measure shows how outstanding debt is changing in relation to changes in population. As population or households increase, it would be expected that capital needs increase, and hence, long-term debt needs would increase.

General Long-term Debt Per Capita



Peer Group:

General Long-term Debt per Capita 64.00

Local Peer Group:

259.00

Current Year Actual:

General Long-term Debt per Capita

969.84

**Town of Lake Hamilton
Indicator 28**

DEBT SERVICE TO EXPENDITURES - GOVERNMENTAL FUNDS

Warning Trend:

Increasing Amount of Total Debt Service as a Percent of Operating Revenues and Transfers of General Fund

Formulation:

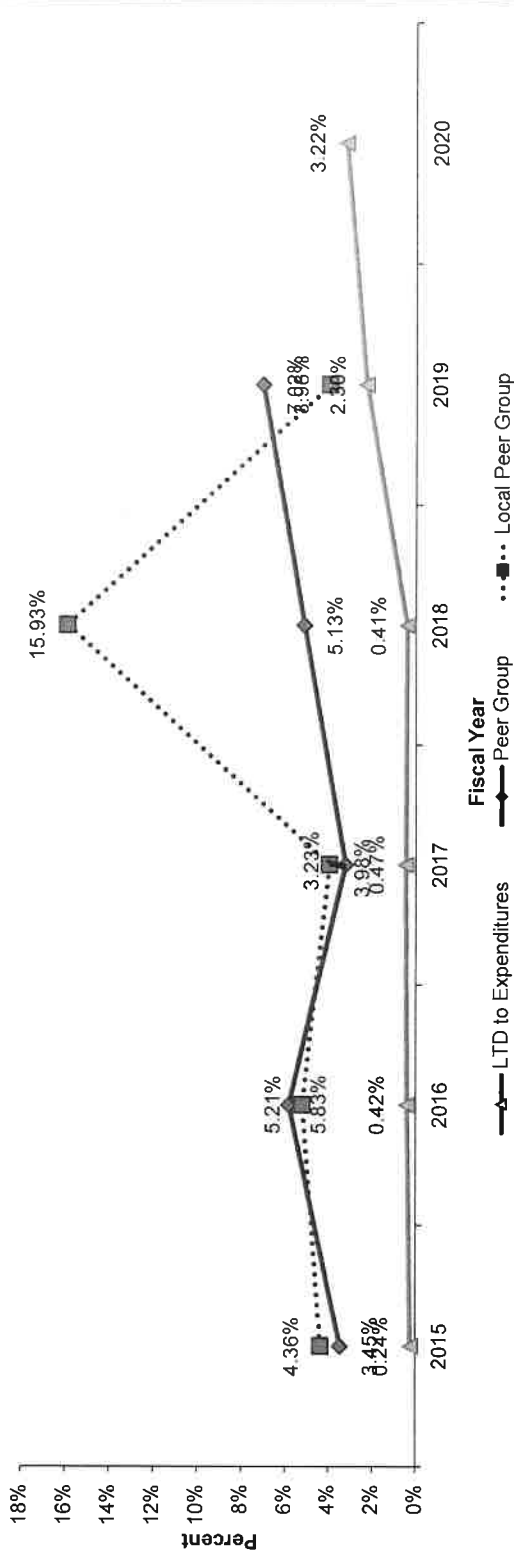
Total Debt Service - Governmental Funds

Total Expenditures

Description:

Debt service here is defined as the amount of principal and interest that a city must pay each year on its long-term debt. As debt service increases, it adds to the city's fixed obligations and reduces its expenditure flexibility. Debt service can be a major part of a city's fixed costs, and excessive increases can indicate excessive debt and fiscal strain.

Debt Service to Expenditures



Peer Group:

Debt Service to Expenditures

7.02%

Current Year Actual:

Debt Service to Expenditures

3.22%

Local Peer Group:

Debt Service to Expenditures

3.98%

**Town of Lake Hamilton
Indicator 30**

DEPRECIATION - PROPRIETARY FUNDS

Warning Trend:

Declining Amount of Depreciation Expenses as a Percent of Total Depreciable Assets for Proprietary Funds

Formulation:

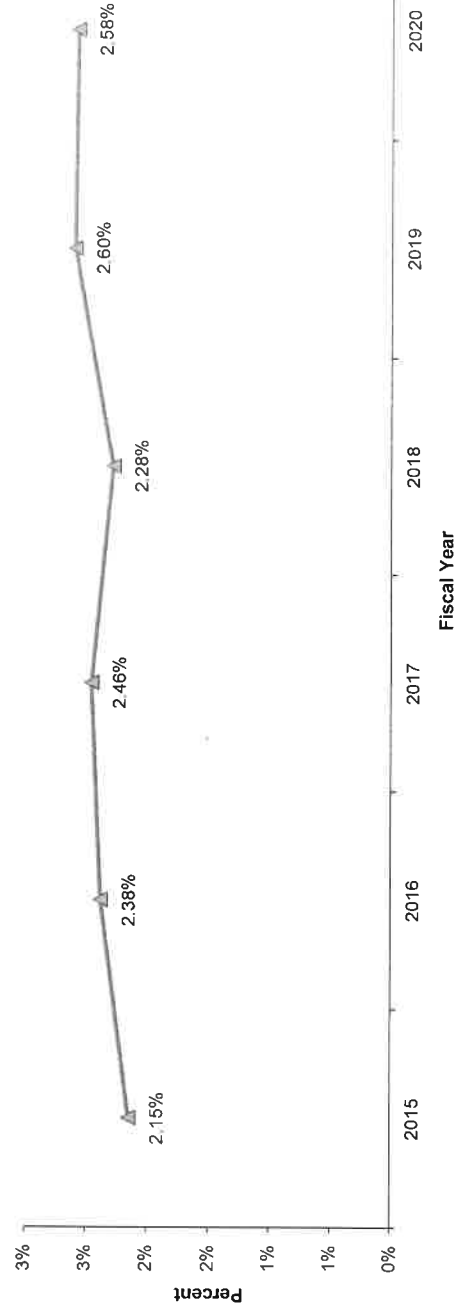
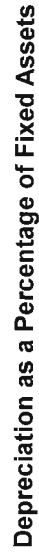
Depreciation Expense

Cost of Depreciable Assets

Description:

Depreciation is the mechanism by which a cost is associated with the use of a fixed asset over its estimated useful life. Depreciation will only be recorded in proprietary funds. Total depreciation expense typically remains a relatively stable proportion of the cost of the entity's fixed assets. The reason is that older assets, which are fully depreciated, are continually being replaced with newer assets.

If depreciation costs are steadily declining as a percentage of fixed asset cost, the assets on hand are probably being used beyond their estimated useful lives, and thus are fully depreciated. If the ratio is declining for this reason, it can indicate that the proprietary funds lack the resources to remain financially solvent.



Peer Group: Depreciation

N/A

Current Year Actual:
Depreciation

2.58%

**Town of Lake Hamilton
Indicator 31, 32 & 33**

UNRESTRICTED CASH & INVESTMENTS

Warning Trend:

Decreasing Unrestricted Cash & Investments

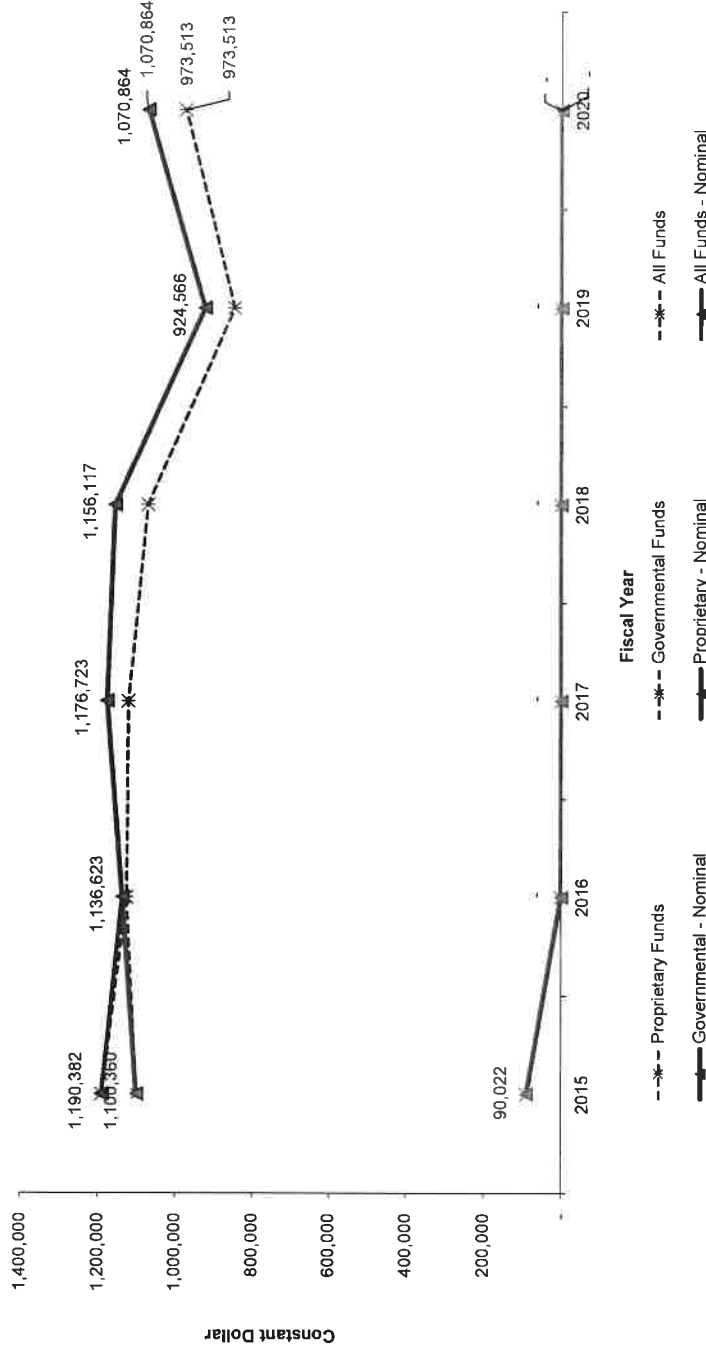
Formulation:

Unrestricted Cash & Investments (constant dollar)

Description:

Unrestricted cash & investments is the amount of highly liquid funds that can be used for any purpose of the City. A decreasing trend in these highly liquid funds can indicate the inability of the City to meet operating needs and a deteriorating financial condition. A positive factor of increasing unrestricted cash & investments indicates the ability of the City to meet current needs and reserve funds for future purposes.

Unrestricted Cash & Investments



Peer Group

Unrestricted - Governmental
Unrestricted - Proprietary

NA
NA

Current Year Actual:

Unrestricted - Governmental
Unrestricted - Proprietary

973,513
-

Town of Lake Hamilton Indicator 34																
CASH CURRENT DEBT COVERAGE																
Warning Trend: A Steady Decline in Current Debt to Cash Flow From Operations	Formulation: Cash Flow From Operations (Proprietary Fund) <div>Current Portion of Long-Term Debt + Interest Expense</div>															
Description: The Cash Current Debt Coverage ratio shows the correlation of the City's ability to meet its current debt requirements. As with the interest coverage ratio, the current debt coverage ratio indicates the City's ability to carry debt comfortably. The higher the multiple, the higher the comfort level.	<div><h3>Cash Current Debt Coverage</h3><table><tr><th>Fiscal Year</th><th>Cash Current Debt Coverage</th></tr><tr><td>2015</td><td>0.23</td></tr><tr><td>2016</td><td>0.60</td></tr><tr><td>2017</td><td>2.32</td></tr><tr><td>2018</td><td>1.48</td></tr><tr><td>2019</td><td>0.67</td></tr><tr><td>2020</td><td>0.24</td></tr></table></div>		Fiscal Year	Cash Current Debt Coverage	2015	0.23	2016	0.60	2017	2.32	2018	1.48	2019	0.67	2020	0.24
Fiscal Year	Cash Current Debt Coverage															
2015	0.23															
2016	0.60															
2017	2.32															
2018	1.48															
2019	0.67															
2020	0.24															
Peer Group: Current Debt Coverage	NA	Current Year Actual: Current Debt Coverage 0.24														

Town of Lake Hamilton Indicator 35

ALL IN COVERAGE (STANDARD AND POORS)

Warning Trend:

A Steady Decline in the All In Coverage Ratio

Formulation:

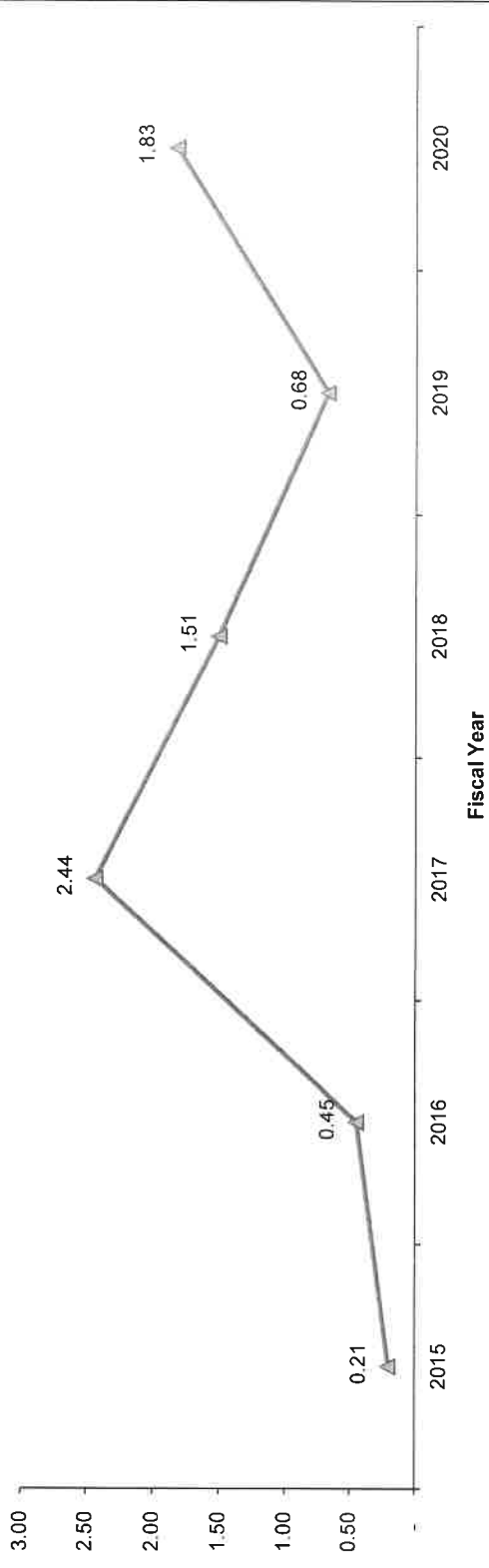
Cash Flow From Operations - Net Transfer

Cash Paid for Debt Service (Principal and Interest)

Description:

While there are a variety of metrics that measure the ratio of revenues to revenue requirements, including financing obligations, Standard and Poors believe that all-in coverage best gauges a utility's true total financial capacity. The All-in coverage metric best tracks the use of every dollar of utility operating revenues, regardless of accounting treatment or ultimate purpose. An all-in coverage ratio is considered highest rated if it is over 1.60x and lowest if below 1.00x with an average of 1.20x

All-in Coverage



Peer Group:

Current Debt Coverage

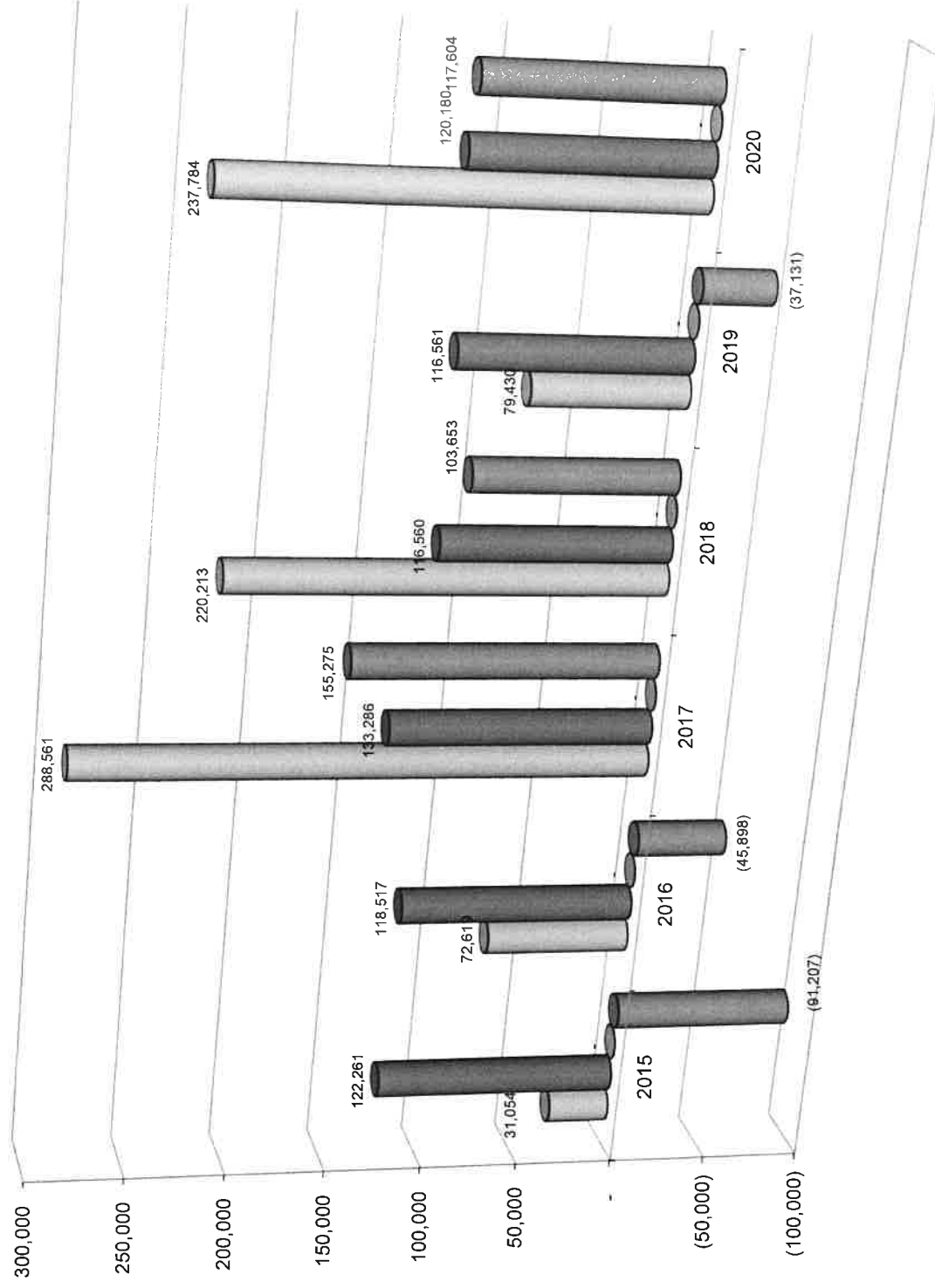
NA

Current Year Actual:

Current Debt Coverage

0.24

Enterprise Fund Cash Flows



Cash Flows from Opr.
 Debt Service (P+I)
 Transfer
 Cash Flows after Dbt Svc and Transfers

BENCHMARK GROUPING

Town of Lake Hamilton State-wide Peers: 9-30-2020

Entity	Tax Prop Value	Millage Rate	Population
M00900 - Archer, City of	41.0815	5.5149	1,201
M01700 - Baldwin, Town of	48.7614	2.7605	1,415
M04000 - Briny Breezes, Town of	53.7361	10.0000	612
M04200 - Bronson, Town of	43.1668	4.8471	1,166
M04700 - Callahan, Town of	98.6540	2.6079	1,315
M05800 - Century, Town of	40.4732	0.9204	1,626
M07500 - Crescent City, City of	69.5709	8.5914	1,583
M10400 - Fanning Springs, City of	40.7543	3.0000	865
M14300 - Hawthorne, City of	50.0098	5.3194	1,456
M16500 - Inglis, Town of	67.3681	5.0000	1,311
M16600 - Interlachen, Town of	55.4559	8.5602	1,350
M18300 - Keystone Heights, City of	65.7423	4.2901	1,357
M19300 - Lake Hamilton, Town of	86.2934	8.4276	1,430
M24800 - Moore Haven, City of	43.9391	4.6425	1,759
M30100 - Pierson, Town of	51.9635	5.8358	1,739
M32500 - San Antonio, City of	69.3988	4.1500	1,320
M37600 - Welaka, Town of	57.5628	5.5050	717
M38500 - Wewahatchka, City of	54.3048	6.1133	1,971

2019 Figures for Benchmark M41 - Governmental/Proprietary Funds, Pop 600 - 1,999, & TPV \$40,000,000 - \$99,999,999

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF LAKE HAMILTON, FLORIDA
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

This Professional Services Agreement ("Agreement") is made and entered into by and between the Town of Lake Hamilton, Florida, ("Municipality") and Calvin, Giordano & Associates, Inc., a whole subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform professional planning and development services listed in "EXHIBIT A" – Scope of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform these Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of the Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida requirements, and the American Institute of Certified Planners. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Should the Municipality request the Consultant to provide and perform professional services for this project which are not set forth in EXHIBIT A, the Consultant agrees to provide and perform such as may be agreed to in writing by both parties to this Agreement. Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto, and will be based on the hourly rates contained in Consultant's standard professional fee schedule "EXHIBIT B" [see Item 2 below].

Unless otherwise provided in this Agreement, Consultant shall provide the Services using hardware and Consultant's standard software packages. In the event that Municipality requires that consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in EXHIBIT A. Consultant shall use reasonable commercial efforts to comply with the requirements of EXHIBIT A, and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of EXHIBIT A.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality agrees to pay Consultant as compensation for its all-inclusive services including all reimbursable, and miscellaneous work under the terms of this Agreement. The fee for the services to be performed by Consultant including all costs, expenses and fees, including reimbursable is to be paid based on the negotiated fees for the task(s) stipulated in the EXHIBIT A - Scope of Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. COMPENSATION

As compensation for performance of Services under this Agreement, Municipality will pay Consultant for work performed, in accordance with the negotiated fees set forth in EXHIBIT A, a sum not to exceed \$*****.

6. TERM AND TIME FOR PERFORMANCE

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The term of this Agreement shall be for a period of two (2) years. The Municipality may renew the Agreement for one successive two (2) year renewal option, subject to acceptance by Consultant, and satisfactory performance and determination by the Municipality that renewal will be in the best interest of the Municipality. This Agreement may be terminated as set forth in Section 7, below.

Consultant shall start to perform the services described in Exhibit "A" upon issuance of a written Notice to Proceed, and services shall be completed on a task to task basis. The deliverables and time of completion of each task shall be stipulated in the agreed upon schedule. The decision to employ the Consultant on any task or tasks shall be within the sole and absolute discretion of the Municipality.

7. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the fees stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, reports and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Municipality's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant may at its sole discretion assign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, and Consultant's employees are not subject to the direction and control of Municipality. Consultant agrees to meet either in person or virtually with Municipality at reasonable times and with reasonable notice, as outlined in the scope of services.

Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

12. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf

of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by

private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.

- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to

preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
	Chris Giordano, Vice President of Government Services Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Ft. Lauderdale, FL 33316 Email: CGiordano@cgasolutions.com

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida and AICP Code of Ethics. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

30. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said 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 said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Clerk's Office: Address: 100 Smith Ave PO Box 126 Lake Hamilton, FL 33851	Phone: (863) 439-1910 Email: brittney@townoflakehamilton.com
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31. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Florida and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

32. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

33. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

35. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

[LEFT BLANK INTENTIONALLY]

ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year last written below. The effective date for this Agreement shall be:

January _____, 2021.

ATTEST:
TOWN CLERK

BY: _____

TOWN: LAKE HAMILTON, FLORIDA
TOWN COUNCIL

BY: _____

MAYOR

DATE: _____

CALVIN, GIORDANO & ASSOCIATES, INC.

BY: _____

Authorized Signature

Authorized Signature Printed Name

Authorized Signature Title

DATE: _____

EXHIBIT A – SCOPE OF SERVICES

Town of Lake Hamilton, Florida Planning and Development Services Scope of Work December 29, 2020

First Scope:

The Town of Lake Hamilton is experiencing an increase in development applications and developer interest in land in and near the Town, but largely to the east on the high elevations of the “Lake Wales Ridge”.

1. The Town just passed, Ordinance O-20-14 (attached), a moratorium intended to provide a six month “planning pause” to review the land use policies and zoning regulations in place in the major transportation corridors (U.S.27 and S.R.17) to change the pattern of warehousing and industrial development and overlapping commercial development. It is important to move ahead without delay to avoid conflict with development applications now in process. **Deliverables:**
 - a. Conduct analysis of land use policies, zoning, and the development pattern in the corridors. Then draft regulatory changes that will combat the present development pattern and encourage a more suitable pattern of development.
 - b. Conduct ongoing dialogue with staff and make two progress presentations to Planning Commission at its regular meetings (the third Tuesday of the month). At a third meeting, provide a written recommendation that the Planning Commission can vote on and forward to the Town Council.
2. To borrow a line from 1000 Friends of Florida, we want to create a vibrant, sustainable community to live, work and play in. Lake Hamilton is striving to strengthen public policy to achieve the goal. Development proposals currently in process, most requesting Residential Lands 5 Future Land Use classification, have not even reached the conceptual subdivision stage. So, there is a window of opportunity to develop design standards for new residential subdivisions and supporting non-residential development to ensure value, character, connectivity, and long-term value of the growth areas of the Town.

Deliverables:

- a. Schedule three meetings over a period of sixty (60) days with Town staff, development representatives, county and state officials, and the Planning Commission to define design criteria that will be applied to individual planned unit developments and subdivisions. Issue a report of the findings.
- b. Offer a proposal for the formation of a Development Review Committee as a means of ensuring the design guidelines are implemented.

3. Conduct a preliminary look at the pattern of topography, roadway network, rights-of-way, utilities, lakes, and the “center of town. This element is entirely working with Town staff and engineers/consultants.

Deliverables:

- a. Identify, describe, and map the future development area within the town and the area adjacent to the east where development applications are being reviewed.
- b. Compile a list of the physical criteria that development proposals need to satisfy to fit into the emerging pattern of growth.

Second Scope:

This portion of the overall project will not begin until all the services described in the First Scope are complete. Planning services will include, but not be limited to overall comprehensive planning for the growth of a new area of the Town of Lake Hamilton that will multiply the land area and the population three to four times in as little as three to five years. A Water and Wastewater Master Plan is underway and is intended to provide an infrastructure base for the long-range planning. The planning consultant is to project population, conduct needs analysis, develop growth scenarios, and discuss findings with the Planning Commission and staff. This will likely lead to formal amendments of the town’s Comprehensive Plan.

Proposed Fees and Schedule: (Pending)

EXHIBIT B – Professional Fee Schedule**Insert here**

DRAFT

EXHIBIT A
To
CONTINUING SERVICES AGREEMENT
BETWEEN CHASTAIN-SKILLMAN, INC. AND THE TOWN OF LAKE HAMILTON
FOR
LAKE HAMILTON STREET RESURFACING PROJECT

Chastain-Skillman, Inc. (Engineer) is hereby authorized to perform the services outlined hereon pursuant to the provisions of the Professional Services Agreement with the Town of Lake Hamilton (Town) dated December 13, 2010.

TOWN P.O. NO. _____

TASK ORDER NO. 7

ENGINEER FILE NO. 9480.09

DATE: JANUARY 5, 2020

BACKGROUND

The Town of Lake Hamilton desires to resurface approximately five (5) miles of streets within the town. The Town has also requested the assistance of Chastain-Skillman, Inc. (the Consultant) to provide a plan for resurfacing and the realignment of the intersection at Omaha Street and Park Avenue. In addition, a sidewalk assessment is to be conducted along the streets that are to be resurfaced. This Task Order No. 7 will include providing, Resurfacing Plans, Areas that are to be milled and/or base added, Typical Pavement Sections, Construction Specifications and Bid Documents, Limited Construction Administration Services and Final Certification for the work of this Task Order. The work of this Task Order is more particularly described as follows:

SCOPE OF SERVICES:

Upon receipt of a duly executed copy of this Task Order, the Engineer will perform the following tasks:

1. Engineering Design Services:

- a) Conduct one (1) initial site visit, and two (2) follow up visits to become familiar with existing pavement condition and develop a plan for resurfacing and restoration.
- b) Survey the intersection of Omaha Street and Park Avenue.
- c) Prepare a Plan for Resurfacing to include:
 - Cover Sheet
 - Typical Section with Details
 - Notes and Tabulation of Quantities
 - Resurfacing Plan limits from existing aerial photography
 - Erosion Control Plan
 - Site Plan for the realignment of the intersection at Omaha/Park

2. Permit Phase Services:

- a) Submit Plans to the Town of Lake Hamilton for review and approval prior to bidding. This effort includes one (1) response to request for additional information.

- b) Southwest Florida Water Management District (SWFWMD): This Project is exempt from regulation by SWFWMD under rule 62-330.051(4) 8(c) and 8(d). As stated in rule, this is a minor roadway safety project in which no wetlands are involved; and it includes the resurfacing of existing roads. As such, no Environmental Resource Permitting will be done through SWFWMD and no Engineering fee is included.

3. Construction Specifications and Bid Documents:

- a) Compile the “front-end” bid documents (Advertisement for Bid, Instructions to Bidders & contract forms), including the Tabulation of Quantities and the Project Summary/Description of Work and construction plans. The bid documents will reference FDOT Standard Specifications for Road and Bridge Construction (Latest Edition).

4. Limited Construction Services:

- a) Assist the Town of Lake Hamilton in bidding the project. This shall include answering questions during the bid process, attendance at the Bid Opening and prepare a Recommendation for Award.
- b) Providing thirty-six (36) hours observation during the construction process and four (4) hours for a final Punch-List inspection.
- c) Preparing Record Drawings and final certification to the Town of Lake Hamilton.

5. Meetings and Project Management:

- a) Attend one (1) design review meeting with City staff.

EXAMPLES OF SERVICES NOT INCLUDED:

1. Surveying Services of the streets to be resurfaced. Only the Omaha/Park intersection will be surveyed.
2. Subsurface Utility Engineering location services
3. Research or verification of accuracy of any information provided by others.
4. Engineering design beyond that which is outlined above.
5. Environmental audits/assessments or reviews.
6. Permitting services beyond what is referenced
7. Geotechnical Services.
8. Construction testing services.
9. Any other services not expressly stated in the Scope of Services.

TO BE PROVIDED BY THE TOWN:

1. Access to the Site for preparation of plans and specifications.
2. Review and approval of Plans and Bid Documents.
3. Providing all information to the Consultant including any special or extraordinary considerations and all pertinent data.

SCHEDULE SUMMARY:

Upon receipt of a duly executed copy of this Task Order, the Engineer will promptly initiate its Services and would expect to complete the Scope of Services within 60 days after the signed Task Order is received and bid the project within 90 days.

COMPENSATION:

Our compensation for the Professional Engineering Services identified in the Scope of Services shall be based on a Fixed Fee arrangement for professional services with a cost of \$53,865. Invoicing and payment shall be monthly in accordance with the percentage of completion.

TASK	DESCRIPTION	FEE, \$
1.	Survey Services	6,255
2.	Engineering Design Phase Services	36,640
3.	Permit Phase Services	1,080
4.	Bid Documents and Construction Specifications	2,220
5.	Limited Construction Administration	4,320
6.	Meetings and Project Management	2,680
7.	Reimbursable Expenses	670
NOT TO EXCEED FEE (Incl. Reimbursable Expenses)		\$53,865

The Town of Lake Hamilton and CSI agree that the individual tasks may be exceeded, provided the total fixed fee is not exceeded without the prior written authorization from the Town.

AUTHORIZATIONS:

This Task Order is hereby approved, and the Engineer is authorized to proceed on _____, 2021. Receipt of a fully executed copy of this Task Order shall constitute written notice to proceed.

CHASTAIN-SKILLMAN, INC



Doug Forni, PE
Senior Project Manager

TOWN OF LAKE HAMILTON

Michael Kehoe
Mayor

Task Order No. 7 – Lake Hamilton Street Resurfacing Project

Revised January 5, 2021

Page 5 of 5

January 7, 2021

Proposal No. LAKHA20010P

Mr. Doug Leonard, Community Development Director
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

**RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT (REVISED) – WASTEWATER PRELIMINARY
ENGINEERING REPORT**

Dear Mr. Leonard:

We are pleased to submit two (2) copies of this Revised Agreement to the Town to provide consulting engineering services for the referenced Project. This Agreement describes our scope of services to assist the Town with preparing a Preliminary Engineering Report (PER) to help plan wastewater collection, treatment, and disposal system improvements for the Town.

Upon review and approval, please sign and return one (1) executed copy of this Agreement to our office.

Please call me if you have any questions. We sincerely appreciate the opportunity to assist the Town of Lake Hamilton with this important Project.

Sincerely
Pennoni



Steven L. Elias, P.E.
Municipal Division Manager



Roger L. Homann
Project Manager

PENNONI PROPOSAL NUMBER LAKHA20010P

SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

WASTEWATER PRELIMINARY ENGINEERING REPORT

- 1.0 GENERAL:** This is Supplemental Agreement to the Master Agreement between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for professional engineering services dated 9 February 2007. Except as provided for herein, the provisions of the Master Agreement between the Town and Engineer shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT:** The Town hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by Town as set forth herein.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION:** The Town has recently implemented wastewater collection and transmission system improvements to help eliminate its historical reliance on septic tanks and establish central sewer service within the Town. In 2017, the Town began this effort by constructing wastewater collection and transmission improvements along the US 27 corridor, which transmits wastewater to the Town of Dundee for Treatment. The Town recently planned and designed additional improvements to provide sewer service to approximately 170 Town facilities and residential homes east of Town Hall and scenic Highway, which is slated to be transmitted north to the City of Haines City for treatment. Since then, additional wastewater treatment needs associated with proposed housing developments within the Town of Lake Hamilton have emerged. As part of providing wastewater service to its residents, the Town desires to evaluate the feasibility of potentially building its own Wastewater Treatment Facility (WWTF) in the near future.

One of the primary challenges associated with the Town's efforts to establish a wastewater utility has been how to provide reliable treatment and disposal services to these customers, and a logical backbone collection and transmission system associated with a WWTF. With limited Town funding, it is important that any constructed infrastructure will meet the Town's long-range needs in a fiscally responsible manner. The Town has recently negotiated with the adjacent communities of Dundee and Haines City to initially provide cost effective wastewater treatment services. However, long term treatment solution(s) to meet Lake Hamilton's growing needs has been difficult to secure due to regional and other utility capacity-related challenges within those communities. As a result, the Town

wishes to investigate potential long-range wastewater options related to meeting its future wastewater service needs and the associated collection and transmission system required to meet the long-range solution(s).

The Town wishes to consider its ongoing septic to sewer project, including the planned SR 17 transmission system improvements, as part of the Town's interim and long-range planning efforts. This is especially important as the Town was awarded State Revolving Fund (SRF) construction funding in the Fall Of 2020. Active negotiation efforts with the City of Haines City for interim wastewater is another factor to be considered in Town planning. Comprehensive wastewater master planning will likely be needed after preliminary wastewater planning is completed, and the will be performed as a separate initiative. The Town desires to use the PER prepared with this work effort to support a USDA funding assistance application, which will be prepared and submitted by the Town. The Town wishes to engage Pennoni in these efforts to help develop a preliminary plan to build on past and ongoing wastewater infrastructure implementation efforts, along with meeting future needs.

4.0 PURPOSE: The purpose of this Agreement is to authorize Pennoni to provide the services described in Section 5.0 herein for the fee described in Section 6.0 herein.

5.0 SCOPE OF WORK: Pennoni shall provide, or obtain from others, professional engineering services to perform specialized study services for this Project. Pennoni's services will include serving as the City's engineering representative for the Project and providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.

5.1 Conceptual Planning and Coordination Services:

- 5.1.1 Meet with Town staff/developer(s) to identify planning objectives and goals (up to five meetings);
- 5.1.2 Provide input on the Town's interlocal agreement negotiations with Haines City for interim wastewater service;
- 5.1.3 Identify the desired limits of the Town's 10 year wastewater Service Area;
- 5.1.4 Assist the Town with mapping the location of land development project prospects (locations to be provided by the Town/developer(s));
- 5.1.5 Evaluate the size, number of units, location, and buildout timing of anticipated land development prospects within the planned Utility Service Area (data provided by the Town);
- 5.1.6 Evaluate wastewater flows and treatment facility needs a for a 5 and 10 year planning horizon based on data provided by the Town/developers (as available);
- 5.1.7 Evaluate ongoing wastewater infrastructure planning and implementation initiatives within the Town's Utility Service Area (for land development projects identified by the Town);
- 5.1.8 Support the Town's efforts to identify a prospective site to build a WWTF (up to 4 hours of assistance), which must be quickly identified if it is to be included in a USDA funding application. Detailed site/environmental/geotechnical evaluation can be

performed as an additional service as necessary upon written request and authorization); and

- 5.1.9 Develop a backbone force main/pumping station conceptual plan to serve near-term land development parcels in conjunction with a WWTF site identified by the Town for Town approval, which will become the basis of the Town's Preliminary Engineering Report (PER).

5.2 Preliminary Engineering Report (PER):

- 5.2.1 Compile funding application data for the location and flow quantities of wastewater customers to be served by the Town within the 5 year planning horizon;
- 5.2.2 Identify three buildout and/or treatment alternatives to provide initial wastewater collection, transmission, and treatment/disposal services for inclusion in the PER;
- 5.2.3 Prepare maps, conceptual cost estimates, and descriptions of 3 Phase 1 buildout options;
- 5.2.4 Compile existing and proposed Phase 1 wastewater customer data (flows, ERC's, project costs, etc);
- 5.2.5 Prepare a basic economic analysis (capitalized phase 1 project debt service, annual income, annual expenses, etc) to identify a monthly user rate to help fund a Phase 1 improvement project (with and without grant funding scenarios);
- 5.2.6 Prepare a PER document help satisfy USDA Rural Utility Service funding application requirements (based on WWTF site identified by the Town); and
- 5.2.7 Present the PER to City staff and Council at one public meeting.

5.3 Environmental Assessment Report:

- 5.3.1 Gather and compile readily available environmental data for the project area consisting of existing disturbed rights-of-way (wetlands, surficial soils, floodplains, endangered species, etc.) from online databases; and
- 5.3.2 Prepare an Environmental Assessment (EA) Report to support USDA funding application as feasible, prior to a WWTF site being acquired. Note: Any site-specific EA investigations and sub-consulted specialty investigations that might be requested by the USDA or State Clearinghouse due to site specific conditions that are not currently known will be performed as an additional service.

5.4 USDA Funding Application Assistance:

- 5.4.1 Meet with USDA representatives (via video teleconference) to discuss the Town's potential project to obtain input on project size and scope considerations to help maximize funding opportunities;
- 5.4.2 Coordinate with Town and USDA staff to identify required funding application documents;
- 5.4.3 Prepare Project funding application documents required by the USDA to be submitted by the Engineer (certifications, PER, ER, etc); and
- 5.4.4 Respond to USDA Request for Additional Information (RAI) to provide data or further explanation of project scope and intent (6 hours maximum).

6.0 PENNONI'S COMPENSATION

6.1 Our lump sum fees, excluding reimbursable costs, to provide the above-described services are given below.

A. Conceptual Planning and Coordination Services	\$22,500
B. Preliminary Engineering Report	\$25,000
C. Environmental Assessment Report	\$5,000
D. USDA Funding Application Assistance	<u>\$7,500</u>
Total.....	\$60,000

6.2 Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our current Schedule of Hourly Rates and Reimbursable Costs (Attachment A).

6.3 It is understood and agreed that cost tradeoffs among the various cost categories and work tasks are allowable, so long as the total estimated cost of all work tasks is not exceeded without the Town's written approval.

7.0 TOWN'S RESPONSIBILITIES: The Town shall do the following in a timely manner so as to assist Pennoni in its work and not delay the performance of services by Pennoni.

7.1 Designate a Town representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information, advise on wastewater needs/progress (new developments, land negotiations, etc), approve a conceptual plan to support PER preparation, and define Town's policies and decisions with respect to Pennoni's services for this Project;

7.2 Promptly review, comment on, and return Pennoni's submittals;

7.3 Payment of all permit application and review fees and other costs as applicable;

7.4 Promptly advise Pennoni when the Town becomes aware of any defect or deficiency in Pennoni's services;

7.5 Furnish Pennoni with all information as to Town requirements, including any special or extraordinary considerations for the Project, and make available existing pertinent data as identified in the Scope of Work as necessary;

7.6 Compile, prepare, and submit Agency funding application and associated approvals and documents (USDA), including all required legal, financial, and/or loan application documents to support funding requests and all funding contract requirements; and

- 7.7 Lead coordination of all negotiations and conduct all meetings related to communicating the Project scope and providing service to wastewater customers for the proposed infrastructure (agreements, approvals, rights of way, easements, purchase agreements, developer agreements, interlocal agreements).

8.0 OTHER MATTERS

- 8.1 The Terms and Conditions of the referenced Master Agreement between Town and Engineer shall apply to our services, along with terms described herein as applicable. References to the Pennoni/ Consultant/ Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record.
- 8.2 The obligation to provide services under this Task Authorization may be terminated by either party upon 7 days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Pennoni will be paid for all services rendered.
- 8.3 Because Pennoni has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry. Pennoni cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Town wishes greater assurance as to the amount of any cost, the Town shall employ an independent cost estimator to make such determination.
- 8.4 This proposal may be void if not executed within 45 days.
- 8.5 In the performance of its work, Pennoni will rely on readily available and historic information (plans, as-built drawings, manuals, specifications, reports, etc.) provided by the Town and by others without research to verify the accuracy of said information.
- 8.6 Funding application preparation/submittal (including revising PER/EA after concept plans are further defined in the future); site specific environmental assessment, historical, or archeological (beyond desktop analysis for disturbed R/W, ie for a specific WWTF site); survey; geotechnical; site acquisition; or other services not explicitly described herein are not included and can be performed as an additional service upon written authorization.
- 8.7 **PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE MAY NOT BE INDIVIDUALLY HELD LIABLE FOR NEGLIGENCE.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the

_____ of _____ 2021.
(Day) (Month)

TOWN OF LAKE HAMILTON

Attest, Town Clerk

Mayor, Town of Lake Hamilton

PENNONI ASSOCIATES INC.

Richard A. Butala
BY: _____
Richard Butala, Vice President and Office Director

DATE: 1/6/21

Billing Rates

2020 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional.....	\$ 260
Principal Professional	\$ 210
Senior Professional.....	\$ 178
Project Professional	\$ 166
Staff Professional.....	\$ 158
Associate Professional.....	\$ 148
Graduate Professional.....	\$ 126
Technician III.....	\$ 114
Technician II.....	\$ 105
Technician I.....	\$ 95
3-man Survey Crew	\$ 170
2-man Survey Crew	\$ 125
Senior Field Technician	\$ 125
Field Technician III.....	\$ 90
Field Technician II.....	\$ 80
Field Technician I.....	\$ 70
Laboratory Technician.....	\$ 85
Building Code Official	\$ 102
Project Assistant.....	\$ 74

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- "Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Planner, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction: cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.



January 8, 2021

Proposal No. LAKHA21001P

Mr. Doug Leonard, Community Development Director
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

**RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT – PRELIMINARY WATER USE PERMIT (WUP)
MODIFICATION SERVICES**

Dear Mr. Leonard:

We are pleased to submit two (2) copies of this Agreement to the Town to provide consulting engineering services for the referenced Project. This Agreement describes our scope of services to assist the Town with preliminary WUP modification tasks. The scope of services in this Agreement is in accordance with our understanding of the Town's needs for this project per our discussions with Town staff.

Upon review and approval, please sign and return one (1) executed copy of this Agreement to our office.

Please call me if you have any questions. We sincerely appreciate the opportunity to assist the Town of Lake Hamilton with this important Project.

Sincerely
Pennoni



Steven L. Elias, P.E.
Municipal Division Manager



Roger L. Homann, P.E.
Project Manager

PENNONI PROPOSAL NUMBER LAKHA21001P

SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

PRELIMINARY WATER USE PERMIT (WUP) MODIFICATION SERVICES

- 1.0 GENERAL:** This is Supplemental Agreement to the Master Agreement between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for professional engineering services dated 9 February 2007. Except as provided for herein, the provisions of the Master Agreement between the Town and Engineer shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT:** The Town hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by Town as set forth herein.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION:** The Town's WUP with the Southwest Water Management District (SWFWMD) expires on August 19, 2021. The Town desires Pennoni to prepare a WUP renewal package for submittal to the SWFWMD.

Significant water demands associated with proposed housing developments within the Town of Lake Hamilton have recently emerged. These new demands will likely result in a request for a significant increase in permitted WUP quantity to be requested with the Town's required WUP renewal application.

SWFWMD WUP renewal application submittal requirements vary based on the withdrawal quantities the Town ultimately requests. A pre-application meeting conducted between Town staff, the Town's engineer, and SWFWMD WUP renewal staff is strongly recommended by the SWFWMD to clarify current WUP renewal requirements. At the pre-application meeting, the permit renewal application requirements will be defined based on various data to be presented at the meeting by the Town.

Based on the WUP renewal application scope guidance provided during the pre-application meeting, Pennoni will then prepare an Agreement for preparation of a WUP renewal application for the Town.

Pennoni has prepared this Supplemental Agreement at the request of Town staff to perform preliminary WUP renewal tasks necessary to determine the scope of the Town's anticipated WUP renewal application (generally for tasks chronologically through the pre-application meeting).

4.0 PURPOSE: The purpose of this Agreement is to authorize Pennoni to provide the services described in Section 5.0 herein for the fee described in Section 6.0 herein.

5.0 SCOPE OF WORK: Pennoni shall provide, or obtain from others, professional engineering services to perform specialized study services for this Project. Pennoni's services will include serving as the Town's engineering representative for the Project and providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.

The following scope of work is based on the conditions and assumptions described below and provided in other portions of this Task Order:

- 4.1) Project Review: Pennoni will review the Town's previous WUP application and also current WUP renewal application regulatory requirements.
- 4.2) Preliminary Population/Demand Projections: Pennoni will perform a preliminary analysis of the anticipated population/demand increases based on currently available development data provided by the Town and compare these to the Town's currently permitted well withdrawal quantities and actual recent well withdrawal quantities.
- 4.3) Compilation of Data: Pennoni will compile all needed data for the pre-application meeting and prepare a meeting agenda.
- 4.4) Attend Pre-Application Meeting: Pennoni will attend a meeting with Town and SWFWMD staff to discuss the Town's WUP renewal and determine the scope of work and requirements of the Town's WUP renewal application.
- 4.5) Memorandum of Understanding: Pennoni will prepare a memorandum of understanding to confirm the salient points of our pre-application meeting with SWFWMD staff.
- 4.6) Other Services: Pennoni will perform additional services deemed necessary and requested by the Town associated with defining WUP renewal requirements on a time and expense basis in accordance with our established rate schedule.

6.0 PENNONI'S COMPENSATION

- 6.1 Our lump sum fees, excluding reimbursable costs, to provide the above-described services are \$7,500.
- 6.2 Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform

the work in accordance with our current Schedule of Hourly Rates and Reimbursable Costs (Attachment A).

- 6.3 It is understood and agreed that cost tradeoffs among the various cost categories and work tasks are allowable, so long as the total estimated cost of all work tasks is not exceeded without the Town's written approval.

7.0 TOWN'S RESPONSIBILITIES: The Town shall do the following in a timely manner so as to assist Pennoni in its work and not delay the performance of services by Pennoni.

- 7.1 Designate a Town representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information, advise on wastewater needs/progress (new developments, land negotiations, etc), approve a conceptual plan to prepare PER for, and define Town's policies and decisions with respect to Pennoni's services for this Project
- 7.2 Promptly review, comment on, and return Pennoni's submittals
- 7.3 Promptly advise Pennoni when the Town becomes aware of any defect or deficiency in Pennoni's services
- 7.4 Furnish Pennoni with all information as to Town requirements, including any special or extraordinary considerations for the Project, and make available existing pertinent data as identified in the Scope of Work as necessary (maps, utility flow/billing data, etc.)

8.0 OTHER MATTERS

- 8.1 The Terms and Conditions of the referenced Master Agreement between Town and Engineer shall apply to our services, along with terms described herein as applicable. References to the Pennoni/ Consultant/ Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record.
- 8.2 The obligation to provide services under this Task Authorization may be terminated by either party upon 7 days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Pennoni will be paid for all services rendered.
- 8.3 Because Pennoni has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry. Pennoni cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost

prepared by it. If at any time the Town wishes greater assurance as to the amount of any cost, the Town shall employ an independent cost estimator to make such determination.

- 8.4 This proposal may be void if not executed within 45 days.
- 8.5 In the performance of its work, Pennoni will rely on readily available and historic information (plans, as-built drawings, manuals, specifications, reports, etc.) provided by the Town and by others without research to verify the accuracy of said information.
- 8.6 Funding application preparation/submittal (including revising PER/EA after concept plans are further defined in the future); site specific environmental assessment, historical, or archeological (beyond desktop analysis for disturbed R/W, ie for a specific WWTF site); survey; geotechnical; funding acquisition; or other services not explicitly described herein are not included and can be performed as an additional service upon written authorization.
- 8.7 **PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE MAY NOT BE INDIVIDUALLY HELD LIABLE FOR NEGLIGENCE.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the


_____ of _____ 2021.
(Day) (Month)

TOWN OF LAKE HAMILTON

Attest, Town Clerk

Mayor, Town of Lake Hamilton

PENNONI ASSOCIATES INC.

BY: 

Steven L. Elias, P.E., Municipal Division Manager

DATE: 01/08/2021

ORDINANCE O-21-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON EXTENDING THE CORPORATE LIMITS OF THE TOWN SO AS TO INCLUDE ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF LAKE HAMILTON, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. THE LOCATION IS 660 FEET EAST OF DETOUR ROAD ON THE SIDE NORTH OF WATER TANK ROAD AND CONTAINING 14.82 ACRES.

WHEREAS, a petition to integrate territory into the Town of Lake Hamilton has been filed requesting the Town to extend its corporate limits to include certain property herein described; and

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

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

NOW THEREFORE, BE IT ORDAINED by the people of Town of Lake Hamilton as follows:

1. That the Town Council of the Town of Lake Hamilton does hereby annex into the corporate limits of the Town of Lake Hamilton, Florida, three parcels owned by the PH Citrus LLC and consisting of a total of 59.66 acres, described as follows:

Parcel Number: 272815-000000-034010 (Per Book 08179, Pages 2002 - 2003):
The Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 15,
Township 28 South, Range 27 East, Polk County, Florida.

Ordinance O-21-01
Page 2

Parcel Number: 272815-000000-034020 (Per Book 08179, Pages 2002 - 2003):
The West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of
Section 15, Township 28 South, Range 27 East, Polk County, Florida, LESS road
right of way.

2. The town boundaries of the Town of Lake Hamilton are hereby redefined to include the parcels of land described above and in accordance with Exhibit "A" hereto attached and made a part of the Ordinance.
3. All ordinances in conflict herewith are hereby repealed.
4. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provision and portions of this ordinance shall remain in full force and effect.
5. This ordinance shall take effect upon adoption.

INTRODUCED AND PASSED on first reading at the regular meeting of the Town
Council of Lake Hamilton, Florida, held this _____, 2021.

PASSED AND FINALLY ADOPTED on second reading at the Regular meeting of the
Town Council of Lake Hamilton, Florida, held this _____, 2021.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Ordinance O-21-01
Page 3

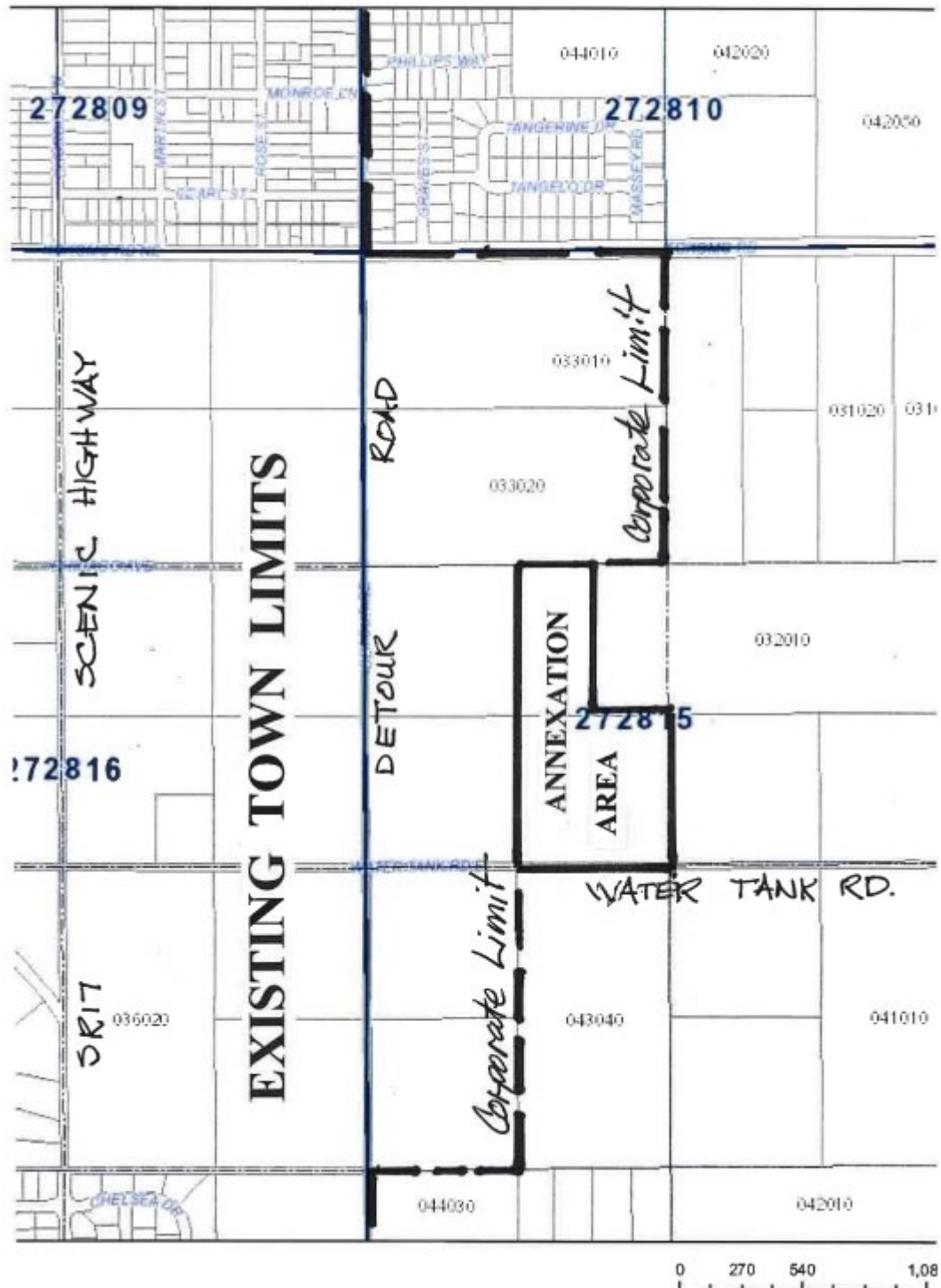
Approved as to form:

JEFFREY S. DAWSON, TOWN ATTORNEY

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

EXHIBIT A

Cassidy 6A Annexation



RESOLUTION R-2021-01**A RESOLUTION OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, ESTABLISHING AND IMPLEMENTING AN INTERIM WASTEWATER SERVICE RATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Whereas, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the Town of Lake Hamilton is vested with governmental, corporate and proprietary powers enabling the Town to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and,

Whereas, pursuant to Florida law, implicit in the power to provide municipal services is the power to construct, maintain, and operate the necessary facilities for same; and,

Whereas, the Town of Lake Hamilton provides retail wastewater service within the exclusive utility service area of the Town of Lake Hamilton, Florida; and,

Whereas, since July of 2008, the Town of Lake Hamilton entered into a series of binding agreements with the neighboring Town of Dundee culminating in the July 25, 2017 Town of Lake Hamilton Phase 1 U.S. 27 Wastewater System Improvement Project Agreement (“2017 Interlocal Agreement”) which bound the Town of Dundee to provide wholesale wastewater service to the Town of Lake Hamilton; and,

Whereas, in reliance thereupon, the Town of Lake Hamilton constructed sewerage improvements and connected certain retail commercial customers and made other investments to be able to provide retail wastewater service to other residential customers, all of which was communicated to and known by the Town of Dundee; and,

Whereas, beginning in October of 2019, the Town of Dundee initiated a course of conduct in violation of the terms of the 2017 Interlocal Agreement to frustrate and interfere with the Town of Lake Hamilton in the delivery of retail wastewater service within its exclusive utility service area; and,

Whereas, the Town of Dundee’s course of conduct has culminated thus far in the adoption of a wholesale wastewater rate to Lake Hamilton that constitutes a 400% rate increase over the prior wholesale wastewater rate; and,

Whereas the rate prescribed by the Town of Dundee’s Resolution 20-18 are arbitrary, capricious, unjust, inequitable, unreasonable, discriminatory, violate the process for rate adoption provided by Florida Statutes, and constitute a violation of the 2017 Interlocal Agreement; and,

Whereas, until this matter can be resolved in a manner fair and lawful to the Town of Lake Hamilton, the Town of Lake Hamilton must continue to provide retail wastewater service in its exclusive utility service area; and,

Whereas, the Town of Lake Hamilton has no choice but to pass through the Town of Dundee wholesale wastewater rates adopted by the Town of Dundee; and,

Whereas, the Town of Lake Hamilton has previously paid all rates, fees and charges levied by the 2017 Interlocal Agreement to the Town of Dundee; and,

Whereas, the Town of Lake Hamilton is authorized to adopt retail wastewater rates by resolution as set forth in section 32-13 and 32-14 of the Code of Ordinances of the Town of Lake Hamilton ("Code"); and,

Whereas, pursuant to Florida law and the Agreement, all required notices to utility customers have or will be provided prior to the public hearing and adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the people of the Town of Lake Hamilton, Florida, acting by and through their duly elected Town Council that:

Section 1. The above recitals are hereby incorporated as the factual basis for the adoption of this Resolution.

Section 2. For purposes of this Resolution, the term "Retail Wastewater Service Rate" shall mean the rate(s) and rate structure established by this Resolution and implemented by the Town of Lake Hamilton for the collection and disposal of wastewater and other liquid wastes for domestic, municipal, and industrial uses, from both within or outside of the Town of Lake Hamilton corporate limits, for any customer purchasing wastewater service on a retail basis.

Section 3. The Town Council of the Town of Lake Hamilton hereby establishes a Retail Wastewater Service Base Rate of 48.51 and a Usage Rate in the amount of \$13.65 per thousand gallons of wastewater, as measured by retail water meter reading. A current schedule of the Wholesale Wastewater Service Rate shall be on file in the office of the Town Clerk.

Section 4. All Resolutions in conflict herewith shall be repealed to the extent necessary to give this Resolution full force and effect.

Section 5. If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Town of Lake Hamilton, Florida, by and through its Town Commission, hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. This Resolution shall take effect immediately upon passage, but the rates set by this Resolution shall apply to all wastewater flows transmitted to the Dundee wastewater treatment facility on or after January 20, 2021.

INTRODUCED AND PASSED by the Town Council of the Town of Lake Hamilton, Florida, meeting in a regular session this 12th day of January, 2021.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

JEFFREY S. DAWSON, TOWN ATTORNEY

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

ORDINANCE O-21-02

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, SAID AMENDMENT BEING KNOWN AS AMENDMENT **21-01ESR**, AMENDING THE FUTURE LAND USE CLASSIFICATION FROM AGRICULTURE TO RESIDENTIAL LANDS – 5 FOR A 103.16 ACRE AREA OF CONTIGUOUS PARCELS OF LAND LOCATED EAST OF DETOUR ROAD AND SOUTH OF KOKOMO ROAD; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS Section 163.3161 through 163.3215, Florida Statutes, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town’s Comprehensive Plan, which are attached hereto as **Exhibit “A”** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Council has held meetings and hearings on **Ordinance O-21-02**, the amendment to the Comprehensive Plan and made a part hereof; and, the meetings were advertised and held with due public notice, to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town.

NOW, THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

SECTION 1. RECITALS. The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT OF THE COMPREHENSIVE PLAN. The **Town of Lake Hamilton Comprehensive Plan**, Future Land Use Map is hereby amended as set forth in Exhibit “A”.

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE. A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES. That portion of any Ordinance which may conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Council enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

INTRODUCED AND PASSED on first reading at the regular meeting of the Town Council of Lake Hamilton, Florida, held this ____ day of _____ 2021.

PASSED AND ADOPTED on second reading at the Regular meeting of the Town Council of Lake Hamilton, Florida, held this ____ day of _____ 2021.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK
Approved as to form:

JEFFREY S. DAWSON, TOWN ATTORNEY

Ordinance 21-02
Page 3 of 5

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

EXHIBIT "A"

Legal Descriptions:

Three parcels owned by the PH Citrus LLC and consisting of a total of 59.66 acres.

Parcel Number: 272815-000000-033010 (Per Book 07692, Pages 1095 – 1108): The North 1/2 of the Northwest 1/4 of the Northwest 1/4 and the West 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 28 South, Range 27 East, LESS existing road right of way for State Road 546 and Detour Road, Polk County, Florida.

Parcel Number: 272815-000000-033020 (Per Book 07692, Pages 1095 – 1108): The South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida, LESS road right of way.

Parcel Number: 272815-000000-034040 (Per Book 07692, Pages 1116 – 1120): The Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida, LESS Road right of way.

AND; one parcel owned by the Irby Groves, Inc. and consisting of a total of 9.49 acres, described as follows:

Parcel Number: 272815-000000-043020 (Per Book 09153, Pages 2253 – 2254): The Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida.

AND; two parcels owned by the Richart Family Holdings, LLC and consisting of a total of 19.19 acres, described as follows:

Parcel Number: 272815-000000-034050 (Per Book 08901 & 08911, Pages 0322 – 0327 & 1776 – 1781): The Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Number: 272815-000000-043030 (Per Book 08901 & 08911, Pages 0322 – 0327 & 1776 - 1781): Parcel 3: Northwest 1/4 of Northeast 1/4 of SW 1/ 4, Section 15, Township 28 South, Range 27 East, Polk County, Florida

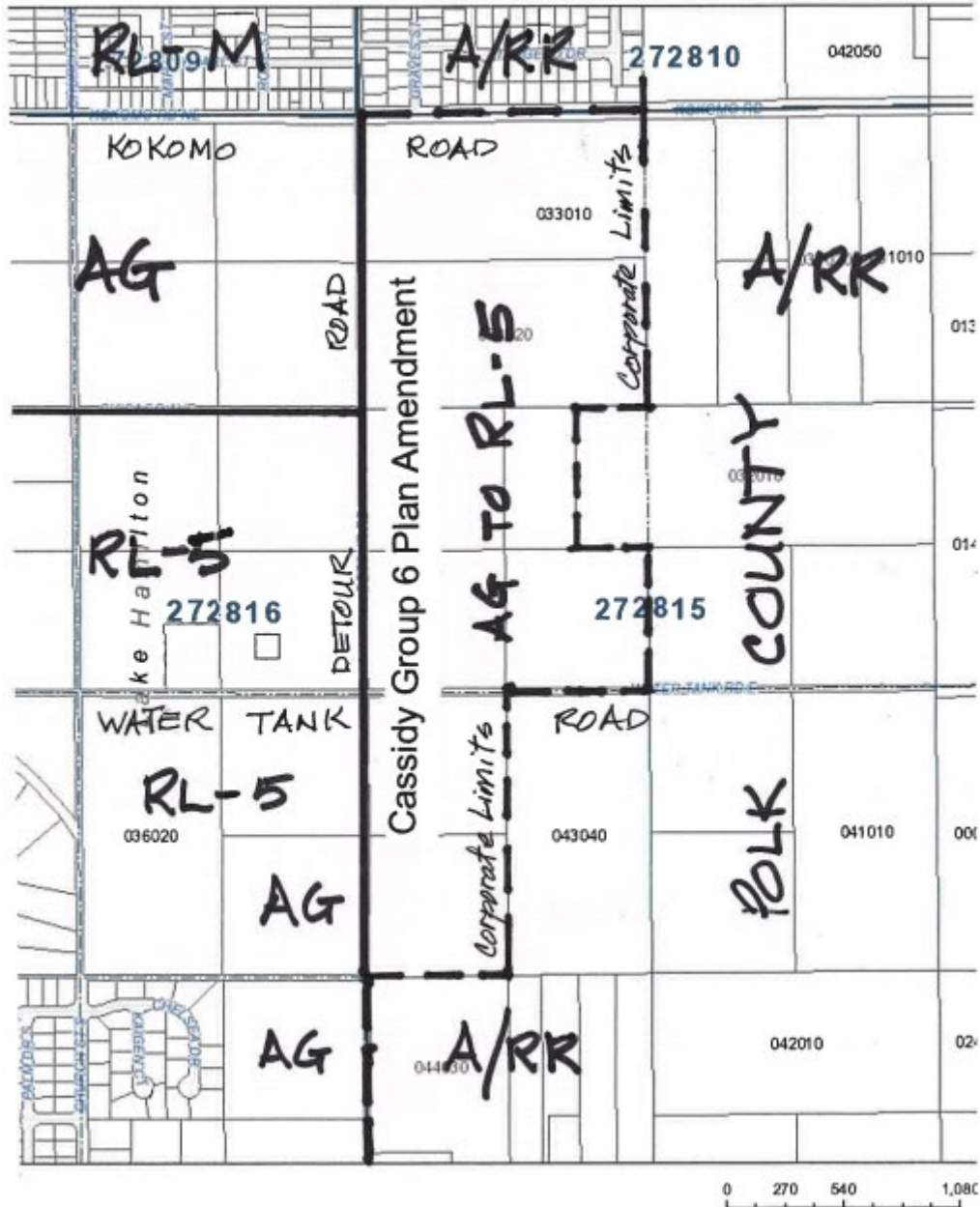
AND; two parcels owned by Hamilton Groves, LLC and consisting of a total of 14.82 acres, described as follows:

Parcel Number: 272815-000000-034010 (Per Book 08179, Pages 2002 - 2003): The Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Number: 272815-000000-034020 (Per Book 08179, Pages 2002 - 2003): The West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 28 South, Range 27 East, Polk County, Florida, LESS road right of way.

FUTURE LAND USE MAP AMENDMENT

Cassidy Group 6 Plan Amendment



ORDINANCE O-21-03

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, SAID AMENDMENT BEING KNOWN AS AMENDMENT **21-02ESR**, AMENDING THE FUTURE LAND USE CLASSIFICATION FROM AGRICULTURE TO RESIDENTIAL LANDS – 5 FOR A 28.36 ACRE AREA OF CONTIGUOUS PARCELS OF LAND LOCATED ON THE WEST SIDE OF DETOUR ROAD NORTH OF HATCHINEHA ROAD FOR A DISTANCE OF 1,980 FEET; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS Section 163.3161 through 163.3215, Florida Statutes, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Council has held meetings and hearings on **Ordinance O-21-03**, the amendment to the Comprehensive Plan and made a part hereof; and, the meetings were advertised and held with due public notice, to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town.

NOW, THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

SECTION 1. RECITALS. The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT OF THE COMPREHENSIVE PLAN. The **Town of Lake Hamilton Comprehensive Plan**, Future Land Use Map is hereby amended as set forth in Exhibit "A".

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE. A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES. That portion of any Ordinance which may conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Council enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

INTRODUCED AND PASSED on first reading at the regular meeting of the Town Council of Lake Hamilton, Florida, held this ____ day of _____ 2021.

PASSED AND ADOPTED on second reading at the Regular meeting of the Town Council of Lake Hamilton, Florida, held this ____ day of _____ 2021.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

JEFFREY S. DAWSON, TOWN ATTORNEY

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

EXHIBIT "A"

Legal Descriptions:

Parcel Number: 272816-823000-036040 (Per Book 08179, Pages 2002-2003):

GROVE NO. 5

Lot 4, Block 36 of LAKE HAMILTON SUBDIVISION of Polk County, Florida, as per the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida.

Parcel Number: 272816-823000-035010 (Per Book 08179, Pages 2002-2003):

GROVE NO. 3

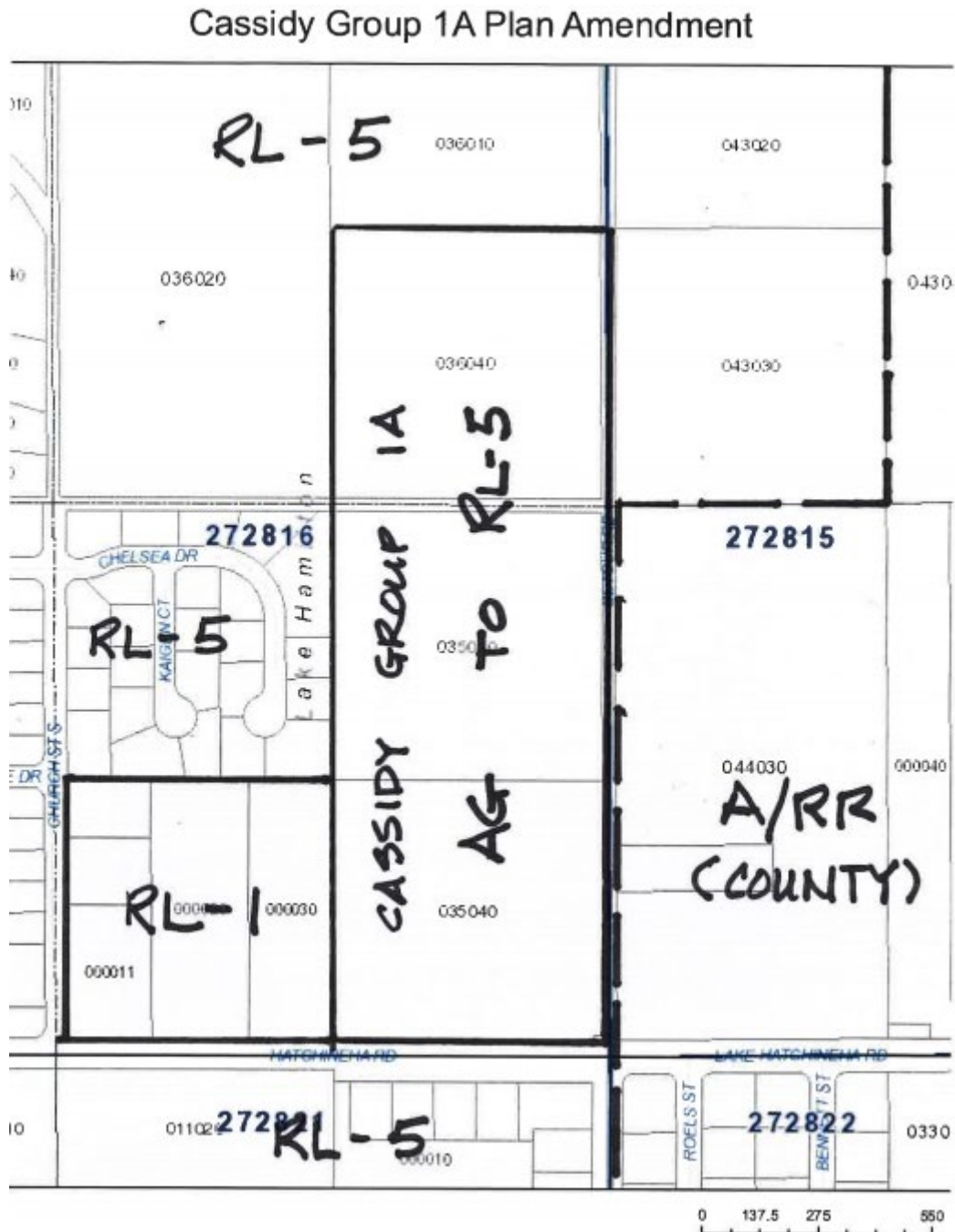
Lot One (1) in Block 35 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34, said Lot One (1) be equivalent to the NE1/4 of SE1/4 of SE1/4 of Section 16, Township 28 South, Range 27 East, LESS public roadways off the North and East sides thereof.

Parcel Number: 272816-823000-035040 (Per Book 08179, Pages 2002-2003):

GROVE NO. 4

SE1/4 of SE1/4 of SE1/4 of Section 16, Township 28 South, Range 27 East, otherwise described as Lot Four (4), Block 35 of Lake Hamilton, according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida.

FUTURE LAND USE MAP AMENDMENT



RESOLUTION R-2021-02

A RESOLUTION OF THE TOWN OF LAKE HAMILTON, FLORIDA;
AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN
FOR THE EMPLOYEES OF LAKE HAMILTON, FLORIDA;
PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Lake Hamilton, Florida, established a Retirement Plan and Trust for Lake Hamilton employees pursuant to Resolution Number 2017-25; and

WHEREAS, the Retirement Plan and Trust agreement was executed on October 3, 2017; and

WHEREAS, the Plan and Trust authorizes the Town Council to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivering to the Trustee a written amendment in accordance with the limitations set out in that section; and

WHEREAS, the Town Council desires to amend the Plan and Trust to change employer match contribution for all participating employees in the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

SECTION 1. The Town Council of the Town of Lake Hamilton, Florida, in its capacity as the Trustee of the Retirement Plan and Trust for the employees of Lake Hamilton hereby approves the changes as set out forth below, with additions to the Plan and Trust indicated by underlining (underlining) and deletions by strike through (~~stricken through~~).

PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may make Non-elective Contributions and/or Matching Contributions as specified below. Non-elective Contributions and Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Plan Administrator no later than 15 business days after the end of the Plan Year. A Participating Employer may establish different classes of Employees for contribution purposes in this Adoption Agreement. The Participating Employer hereby elects to make Contributions as follows (choose one or both as applicable):

- ☐ Non-elective Contributions – Participating Employer Non-elective Contributions will be made on the following basis (must specify):

Resolution R-2021-02

Page 2

☒ Matching Contributions

Matching Contributions are Participating Employer Contributions that may be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan (Employee Basic Contributions).

If the Participating Employer provides Matching Contributions, the amount of Matching Contributions made for a Participant each Plan Year will be (choose only one):

- ☐ 100% match, up to ____% of such Participant's Employee Contributions.
- ☒ 100% of the Participant's Employee Basic Contributions, which cannot exceed 5.5% ~~3%~~ of the Participant's Compensation.
- ☐ Other formula (requires approval from the FMPTF) _____

Non-elective Contributions and Matching Contributions in the year of termination

A Participant shall receive the Employer Contribution during the year of termination regardless of time completed, subject to the vesting schedule.

SECTION 2. The Town Council of the Town of Lake Hamilton, Florida, hereby empowers the Chairperson or its appointee of the Town of Lake Hamilton, Florida the authority to execute such documents and agreements as are required to effectuate this amendment of the Plan.

SECTION 3. All Resolutions or parts of Resolutions, in conflict with this Resolution are hereby repealed.

SECTION 4. This Resolution shall be effective October 1, 2019.

PASSED AND RESOLVED this 12th day of January 2021.

TOWN OF LAKE HAMILTON, FLORIDA

 MICHAEL KEHOE, MAYOR

Resolution R-2021-02

Page 3

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

JEFFREY S. DAWSON, TOWN ATTORNEY

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

Please tell us about the Participating Employer, which unless noted shall also be the Plan Sponsor:

Name of Government Entity	Town of Lake Hamilton
Address	PO Box 126
Address	
City, State Zip	Lake Hamilton, FL 33851

Individual to Receive Plan Notices	Sara Irvine
Title	Town Administrator
Telephone	863-439-1910
Email	sara@townoflakehamilton.com

Your Plan Administrator is:

Florida League of Cities, Inc.
301 S. Bronough Street
P.O. Box 1757
Tallahassee, Florida 32302

Contacts:

Jeremy Button, Senior Analyst, jbutton@flcities.com
Rodney Walton, Account Executive, rwalton@flcities.com
Phone: (850) 222-9684
Fax: (850) 222-3806

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer ☐ does or ☒ does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name, name of the provider, and such other information requested by the Plan Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the Florida Municipal Pension Trust Fund ("FMPTF") § 401(a) Defined Contribution Retirement Plan ("Plan"). By adopting this Adoption Agreement, the Participating Employer is adopting a Basic Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Adoption Agreement is for the following purpose **(check one)**:

- ☐ This is a new 401(a) defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (insert effective date of this Adoption Agreement, but not earlier than the beginning of the plan year in which the plan is adopted).
- ☒ This is an amendment to the current Adoption Agreement previously adopted by Participating Employer, to be effective October 1, 2019 (insert effective date of this Adoption Agreement, but not earlier than the beginning of the plan year in which the amendment is adopted). This Adoption Agreement is intended to amend and replace the Adoption Agreement previously adopted by the Participating Employer, which was originally effective October 3, 2017 (insert original effective date of previous Adoption Agreement, as follows (please specify type below):
- ☒ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Adoption Agreement.
- ☐ Other (must specify elective provisions in this Adoption Agreement that are being changed):

- ☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer, effective _____, _____ (insert effective date of this Adoption Agreement). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

SELECTION OF INVESTMENT OPTIONS

NOTE: All investment selections are subject to the approval of the Master Trustees of the Florida Municipal Pension Trust Fund ("Master Trustee") and governed by the Basic Plan Document, the Master Trust Agreement, and the FMPTF Investment Policy.

You select the following investment option (**check one**):

- ☒ Master Trustee will select Investment option(s) in accordance with provisions of the participating defined contribution plans. The Master Trustee may establish one (1) or more investment options within the Defined Contribution Pension Plan Trust, each option being hereinafter referred to as an "investment option." The Master Trustee shall manage, acquire or dispose of the assets in an investment option in accordance with valid specific investment directions given by the Participating Employers or Participating Employees. The Master Trustee shall establish at least one (1) default investment option in the absence of valid Participating Employer or Participating Employee investment direction. From time to time, the Master Trustee may eliminate an investment option, and the proceeds thereof shall be reinvested in another investment option in accordance with the directions of the Master Trustee.
- ☐ The Participating Employer will select and oversee investment options for the defined contribution plan through Open Architecture Investment. "Open Architecture Investment" means a Participating Employer that has been acknowledged through the Trust Joinder Agreement to select and oversee the investment options under and for the FMPTF 401(a) defined contribution retirement plan, rather than using the investment options selected by the Master Trustee. By selecting Open Architecture Investment, the Participating Employer acknowledges the Master Trustee and Plan Administrator are responsible for only the administrative services provided to the defined contribution plan. By selecting Open Architecture Investment, the Participating Employer accepts the responsibility for selecting and overseeing defined contribution plan investment option(s), including default investment option(s), rather than using the investment options selected by the Master Trustee. The Participating Employer acknowledges by the selection of Open Architecture Investment that neither the Plan Administrator nor the Master Trustee have any responsibility for and shall not have any liability relating to the selection or oversight of defined contribution plan investment options. The Master Trustee shall have no fiduciary duty or any liability for an investment option or any loss sustained by a Participating Employer, Participating Employee, Beneficiary, or Alternate Payee whose Account in whole or in part is invested through Open Architecture Investment. The Participating Employer is responsible for providing the Plan Administrator with all information and updates concerning selected investment option(s), including the default investment option(s), for the defined contribution plan.

PLAN PROVISIONS

The Participating Employer will use the FMPTF's § 401(a) Defined Contribution Retirement Plan Document. For any Plan choice that this Adoption Agreement fails to specify, the Participating Employer is deemed to have specified the first-displayed choice.

Your Plan Year is:

- ☒ October 1 – September 30
- ☐ January 1 – December 31
- ☐ Other (specify): _____

PAYROLL PERIOD

The Payroll Period of the Participating Employer is:

- ☐ Weekly
- ☐ Bi-weekly
- ☐ Semi-monthly
- ☒ Monthly
- ☐ Other (specify): _____

Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

WHO'S ELIGIBLE

Generally, the following Employee classes are allowed to participate in the Plan:

- ☒ General Employees
- ☒ Police Officers
- ☐ Firefighters

AGE CONDITION

An Employee is eligible if he or she has attained:

- ☒ No age requirement
- ☐ Age 16
- ☐ Age 18
- ☐ Age 21

SERVICE CONDITION

An Employee is eligible if he or she has completed:

- ☐ No service requirement
- ☐ 3 Months of Service as an otherwise Eligible Employee
- ☒ 1 Year of Service as an otherwise Eligible Employee
- ☐ Other (must specify): _____

EXCLUDED EMPLOYEES

Every Employee shares in Non-elective Contributions and Matching Contributions except an Employee who belongs to a classification specified below:

- ☐ No excluded employees
- ☒ Part-time Employees (specify definition of part-time if other than an Employee who normally works (or, if a schedule applies, is regularly scheduled to work) less than 20 hours per week):

- ☐ Other (must specify):

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PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may make Non-elective Contributions and/or Matching Contributions as specified below. Non-elective Contributions and Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Plan Administrator no later than 15 business days after the end of the Plan Year. A Participating Employer may establish different classes of Employees for contribution purposes in this Adoption Agreement. The Participating Employer hereby elects to make Contributions as follows (choose one or both as applicable):

☐ Non-elective Contributions – Participating Employer Non-elective Contributions will be made on the following basis (must specify):

☒ Matching Contributions

Matching Contributions are Participating Employer Contributions that may be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan (Employee Basic Contributions).

If the Participating Employer provides Matching Contributions, the amount of Matching Contributions made for a Participant each Plan Year will be (choose only one):

☐ 100% match, up to ____% of such Participant's Employee Contributions.

☒ 100% of the Participant's Employee Basic Contributions, which cannot exceed 5.5% of the Participant's Compensation.

☐ Other formula (requires approval from the FMPTF) _____

Non-elective Contributions and Matching Contributions in the year of termination

A Participant shall receive the Employer Contribution during the year of termination regardless of time completed, subject to the vesting schedule.

MANDATORY EMPLOYEE CONTRIBUTIONS

If there are no Employee Contributions to **this** Plan, do not complete this Section.

A Participating Employer may require Employee Contributions to the Plan as specified below. A Participating Employer may also elect whether to pick-up the Employee Contributions to the Plan under Code Section 414(h)(2) (generally resulting in the contributions being made to the plan on a pre-tax basis). Employee Contributions must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. The Participating Employer hereby elects to require Employee Contributions as follows:

☐ **Employee Contributions** – Participating Employees are required to contribute to the Plan on the following basis (**must specify**):

☐ **Election for Employer Pick-up of Employee Contributions (Leave blank if Employer does not wish to pick-up Employee Contributions)**
– By checking this box, effective as of the date of this Adoption Agreement, the Participating Employer shall pick up the Employee

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Contributions to the Plan pursuant to Code Section 414(h)(2). The Employee Contributions, although designated as employee contributions, are being paid by the Employer to the Plan in lieu of contributions by the Employee. No contributions prior to the Participating Employer's action shall be picked-up under the terms of this Adoption Agreement. Employees shall not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the Plan. The Employer's pick-up of Employee Contributions shall be done under one of the following options:

- ☐ **Salary Reduction Pick-up** – The above contributions, even though designated as Employee Contributions, are being paid by the Employer on behalf of the Employee via a reduction in salary.

Such contributions will not be included in the gross income of the Employees for certain tax reporting purposes, that is, for federal, state or local income tax withholding, until distributed from the Plan as a benefit. Such contributions will be included in the gross income of the Employees for FICA taxes when they are made.

- ☐ **New Money Pick-up** – The above contributions, even though designated as Employee Contributions, are being paid by the Employer on behalf of the Employee in addition to regular compensation as a supplemental contribution that is separate and distinct from the Employees' current or future contributions, and in lieu of contributions by the Employees.

Such contributions will not be included in the gross income of the Employees for any tax reporting purposes, that is for federal, state, local income tax withholding, or FICA taxes, until distributed from the Plan as a benefit.

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BENEFIT COMPENSATION

Benefit Compensation means the Participant's:

- ☒ Benefit Compensation as defined in Provision 3.11 in the Basic Plan Document.
- ☐ Other **(must specify; requires approval from the FMPTF):**

Compensation paid after Severance-from-employment.

A Participating Employer may elect to include certain post-severance payments in Benefit Compensation for purposes of computing Contributions under the Plan, but only if these amounts are paid no later than 2½ months after Severance-from-employment or, if later, the end of the calendar year that includes a Participant's Severance-from-employment. The Participating Employer makes the following election with respect to including post-severance payments in Benefit Compensation **(Note: if the following is not completed, no post-severance payments will be included in Benefit Compensation by default):**

- ☐ No post-severance payments will be included in Benefit Compensation for purposes of computing contributions under the Plan **(if this box is checked, skip to "Vesting for Participating Employer Contributions" below).**
- ☒ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Benefit Compensation, as long as they are paid no later than 2½ months after Severance-from-employment or, if later, the end of the calendar year that includes the Participant's Severance-from-employment. **(check all that apply):**
- ☐ Regular compensation paid after Severance-from-employment for services rendered prior to severance during the Participant's regular work hours, which, absent a Severance-from-employment would have been paid to the Participant while the Participant continued in employment with the Participating Employer.
- ☒ Post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

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VESTING FOR PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Participating Employer Non-elective Contributions and Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified minimum period of service, the Participant forfeits the Participating Employer's Non-elective Contributions and Matching Contributions. However, upon Death, Disability, or the Termination of the Plan, the Participant is 100% vested in the Participant's Participating Employer Non-elective Contributions and Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Participating Employer's responsibility to calculate the Participant's service and report it to the Plan Administrator. The Participating Employer hereby elects the following:

A Participant becomes Vested in his or her Employer Non-elective Contributions Account and Employer Matching Contributions Account according to:

- ☐ Immediate vesting
- ☒ The schedule marked below:

Years of Vesting Service	1	2	3	4	5	6	7	8	9	10
	100%	***	***	***	***	***	***	***	***	***

Beginning date of vesting period (if blank, default will be the Participant's first day of employment as an Eligible Employee):

Restated Plan – If this is a Restated Plan to an existing deferred compensation plan and the vesting schedule has been amended by the Restated Plan, enter the pre-amended vesting schedule below:

- ☐ The schedule has not been amended
- ☐ The schedule marked below:

Years of Vesting Service	1	2	3	4	5	6	7	8	9	10
	***	***	***	***	***	***	***	***	***	***

YEARS OF VESTING SERVICE

A year of vesting service shall be measured from the Participant's date of hire. The completion of twelve calendar months from the date of hire shall count as a year of vesting service. Any years of vesting service credited from prior years shall remain credited, regardless of revised provisions, unless specifically indicated otherwise, as follows:

Prior years of vesting service will not be credited upon re-hire

Also, different periods of service as an eligible Employee will be added together in determining whether the vesting period has been satisfied, unless otherwise provided, as follows:

Prior periods of service will not be used to determine vesting

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FORFEITURES

Forfeitures shall be held in a Forfeiture Account and be used to reduce future Participating Employer Contributions. If a Participant experiences a Forfeiture, but subsequently if the Participant returns to service with the Plan Sponsor as an Eligible Employee, the segregated forfeiture:

- ☒ Will not be reinstated.
- ☐ Will be reinstated if the Participant returned to service within one year.
- ☐ Will be reinstated if the Participant returned to service within two years.

NORMAL RETIREMENT AGE

An Employee may separate service at any time, and access the vested portion of their Account balance. The 401(a) Basic Plan Document declares a Normal Retirement Age, but the Plan Sponsor may declare their own Normal Retirement Age if they wish.

- ☒ The Plan utilizes the Normal Retirement Age in the Basic Plan Document.
- ☐ The Plan utilizes an alternative Normal Retirement Age (no later than 70½). (must specify) _____

HARDSHIP DISTRIBUTIONS

An Employee must present sufficient information to the Plan Sponsor in order to request a Hardship Distribution from the Plan. A Participating Employer may limit Employee Hardship Distributions from the Plan. All Hardship Distributions must meet the standards set forth in the Plan Document. Hardship Distributions are limited to the following:

- ☒ An Employee may make a Hardship Distributions as necessary.
- ☐ An Employee make a Hardship Distributions 1 time(s) every ____ months.
- ☐ Hardship Distributions are disallowed from the Plan for any reason.

INVOLUNTARY DISTRIBUTIONS

On his/her Severance-from-employment, for a Participant (or Beneficiary) with an Account balance that does not exceed \$5,000, then

- ☒ Participant Election: The Participant may elect to receive all or any portion of his/her Account.
- ☐ Involuntary (Mandatory) Distribution: The Plan Administrator will distribute the Participant's entire Account. If the Involuntary Distribution is more than \$1,000 and it is an Eligible Rollover Distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an Eligible Retirement Plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Involuntary Distribution will be paid as a direct rollover to an IRA designated by the Plan Sponsor. If the Involuntary Distribution is \$1,000 or less, it will be paid in money as a lump sum.

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LOANS

A Participating Employer may choose to offer loans. (**Note: If this section is not completed, no loans will be allowed under the Plan by default:**)

☒ No Loans. The Plan does not permit Participant loans.

☐ Loans Permitted. The Plan will permit Participant loans, subject to the provisions in the Basic Plan Document.

☐ One outstanding loan at a time.

☐ Two outstanding loans at a time.

CHANGING AND TERMINATING THIS ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt an amendment to the Adoption Agreement or a new Adoption Agreement must be adopted and forwarded to the FMPTF for approval.

This Adoption Agreement may be terminated only in accordance with the Plan.

ADOPTING THE PLAN

By signing below, the Participating Employer adopts the FMPTF 401(a) Defined Contribution Retirement Plan, including the Basic Plan Document and FMPTF Defined Contribution Pension Plan Trust. The Participating Employer acknowledges that it received a copy of the Plan. The Participating Employer shall receive copies of any Plan amendments made by the FMPTF. The Participating Employer shall abide by the terms of this Adoption Agreement, as completed by the Employer, and shall abide by all terms of the Plan, including all investment, administrative, and services of the Plan, and all applicable provisions of the Code and other applicable law.

The Participating Employer acknowledges that the Master Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

The Participating Employer's signer represents that he or she is a proper officer of and has authority to enter into this Adoption Agreement as an obligation of the Participating Employer.

BY:

Date: _____

Name: _____

Title: _____

Accepted for the:

Florida Municipal Pension Trust Fund

By the Administrator:

Florida League of Cities, Inc.

Date: _____

ORDINANCE: 2021-04

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, RELATING TO WATER AND SEWER UTILITIES; AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE HAMILTON, FLORIDA (THE “CODE”); AMENDING SECTIONS 32-14 & 32-15, LAKE HAMILTON CODE; ESTABLISHING WATER & SEWER MONTHLY USER CHARGES BY ORDINANCE; PROVIDING FOR THIS ORDINANCE TO CONTROL IN THE EVENT OF CONFLICT WITH PRIOR ORDINANCES OR RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, as follows:

SECTION 1. TITLE; FINDINGS.

(a) Title. This Ordinance shall be entitled the “Town Water and Wastewater Rate Ordinance,” and shall be codified within Sections 32-14 and 32-15 of the Town Code.

(b) Findings. In adopting this Ordinance and modifying the Town Code, the Town Council of Lake Hamilton, Florida, hereby makes the following findings:

(1) The Town is authorized, pursuant to general and special law and its home rule powers contained in statutes and the Florida Constitution, to own, manage, operate, provide and extend central water, wastewater, and reclaimed water services both within and without the Town of Lake Hamilton, Florida.

(2) In furtherance thereof, the Town declared beginning in 2013 and continuously thereafter an exclusive water and wastewater service area both within and without the Town limits.

(3) The Town has previously adopted water rates by Ordinance No. 2014-01 and is adopting wastewater rates by Resolution No. 2021-01.

(4) The Town is authorized by its Charter, Section 166.201, Florida Statutes, and Sections 180.13 and 180.191, Florida Statutes, to establish and fix rates, fees, and charges for customers within and without the boundaries of the City.

(5) The rates, fees, and charges established herein provide funding for water and wastewater utility services which promote the health, safety, and general welfare of the Town’s customers as therefore beneficial to the rate payers of the Town’s water and wastewater utility system.

(6) The Town has provided the required public notice and held the necessary public hearing(s) in order to adopt these rules.

SECTION 2. REVISIONS TO SECTION 32-14, LAKE HAMILTON CODE.

Section 32-14 of the Code of Ordinances of the Town of Lake Hamilton, Florida, (the "Lake Hamilton Code") is hereby amended to read as follows:

"Sec. 32-14. - User charges, billing, delinquent accounts.

All customers of the town's water and sewer systems shall pay all applicable monthly user charges, connection fees, lines extension charges and all related charges at rates established by the town council. Billing for water and sewer service shall be rendered monthly, or as otherwise determined by the Town council. Requests for re-connection after service has been terminated shall be accompanied by payment of a re-connection service fee established by resolution of the town council. Payment of the entire amount of the delinquent bill and additional payment to offset any deficiencies in the required deposit account shall be required. Re-institution of service shall be accomplished only by the department of public works. Any unauthorized connection shall subject the violator to the full penalties of the law.

(1) Adoption of Water System Rates. The City hereby establishes and adopts the following water rates:

(a) Users of potable water for residences located inside the Corporate Limits of the Town of Lake Hamilton shall pay a minimum monthly sum, which shall be known as the "Service Fee", plus the per thousand gallon consumption charges shown in Table 1a, which is marked as Exhibit A of this Ordinance.

(b) Users of potable water for residences located outside the Corporate Limits of the Town of Lake Hamilton and all non-residential uses whether located inside or outside the Corporate Limits shall pay a minimum monthly sum, which shall be known as the "Service Fee", plus the per thousand gallon consumption charges shown in Table 2a, which is marked as Exhibit B of this Ordinance.

(2) Adoption of Wastewater System Rates. The Town Council of the Town of Lake Hamilton hereby establishes a Retail Wastewater Service Base Rate of 48.51 and a Usage Rate in the amount of \$13.65 per thousand gallons of wastewater, as measured by retail water meter reading. A current schedule of the Wholesale Wastewater Service Rate shall be on file in the office of the Town Clerk.

(3) Annual Indexing Adjustment of Rates. That each October 1 from and after October 1, 2021, the latest water and wastewater charges shall be adjusted by the greater of (1) 3%, or (2) the amount of the annual increase in the index numbers of based upon the change in that year's Consumer Price Index for all Urban Consumers: water, sewer, and trash collection services in U.S. City Average.

(4) Miscellaneous Rates. The Town adopts the following miscellaneous rates:

Water Connection and Meter Fees for Residents and Business

<u>Service Charge Description</u>	<u>Amount</u>
<u>New Account Admin Charge (to open an account)</u>	<u>\$30</u>
<u>Closing Account Admin Charge added to the account prior to return of Deposit</u>	<u>\$30</u>
<u>New Account Deposit – required to open a new account</u>	<u>\$200</u>
<u>Non-Sufficient Fund Fee</u>	<u>\$30</u>
<u>Delinquent Account increased deposit</u>	<u>\$400</u>
<u>Restoration of service to existing account next business day response time</u>	<u>\$30</u>
<u>Turn-off to existing meter not for closing account</u>	<u>\$30</u>
<u>Same day reconnection service in addition to reconnection fee during normal posted utility billing hours (not available with payment plan)</u>	<u>\$30</u>
<u>Same day reconnection service in addition to reconnection fee after normal posted utility billing hours (not available with payment plan)</u>	<u>\$60</u>
<u>Late Fee is 10% of unpaid water use balance assessed after the 20th COB</u>	<u>10%</u>
<u>Water audit and/or disputed meter reading if results of audit determine meter is working accurately. This Fee is Waived if Meter is not Registering within AWWA Standards</u>	<u>\$60</u>
<u>New meter and connection set fee $\frac{3}{4}$" (new meters installed 4 business days minimum after application is submitted).</u>	<u>\$200 labor + cost of parts</u>
<u>New meter and connection set fee 1" (new meters installed 4 business days minimum after application is submitted). Maximum Residential size.</u>	<u>\$200 labor + cost of parts</u>
<u>New meter and connection set fee 2" (new meters installed 4 business days minimum after application is submitted).</u>	<u>\$300 labor + cost of parts</u>
<u>New Meter and connection above 2" will need to be included in building permit and approved by the town. The installation and cost will be the responsibility of the account holder and must be done by a licensed professional.</u>	
<u>Relocate existing meter.</u>	<u>Set fee minus cost of meter</u>
<u>Construction Meter – Admin new account and closing fee (\$60) + Set up and take down fee (\$60) + monthly service fee for duration of the project + equipment deposit (\$1500.00) + Water Deposit (\$200) + Water Usage</u>	
<u>Penalty for Meter Tampering/Theft of Service 1st infraction</u>	<u>Statutory</u>
<u>Damage to meter Box</u>	<u>Labor and replacement cost</u>
<u>Damage to meter</u>	
<u>Damage to any appurtenances to the water system</u>	
<u>Penalty for Meter Tampering/Theft of Service 1st infraction</u>	<u>Statutory</u>
<u>Penalty for Meter Tampering/Theft of Service 2nd infraction</u>	<u>Statutory</u>
<u>Penalty for Meter Tampering/Theft of Service 3rd infraction</u>	<u>Statutory</u>
<u>Penalty for Obscured Meter</u>	<u>Statutory</u>
<u>Penalty for Cross Connection</u>	<u>Statutory</u>
<u>Penalty for Connection to Other Systems</u>	<u>Statutory</u>

SECTION 3. REVISIONS TO SECTION 32-15, LAKE HAMILTON CODE.

Section 32-15 of the Code of Ordinances of the Town of Lake Hamilton, Florida, (the "Lake Hamilton Code") is hereby amended to read as follows:

Sec. 32-15. - Utility service policies.

The town council hereby ~~authorizes the administrator/clerk to prepare and maintain~~ adopts user service rules, regulations, policies and fees as set forth below. ~~The administrator/clerk may for convenience publish these utility service policies in a document containing the utility service application with instructions for completing it, referencing pertinent state laws affecting water customers, and specifying the current fees for deposits, impact fees and setting meters, and other information that the administrator/clerk may determine is needed from time to time.~~

(1) Establishment of Water Service. Every residential dwelling unit and every non-residential land use, be it a business, an industrial operation, a non-profit or a church, shall apply to the Town for water service. Upon payment of deposits and fees by the applicant, the Town will establish the water service connection, which shall be the only potable water connection for the customer. Water service will be immediate and continuous as long the account remains current.

(a) A water meter set fee, based on the size of the meter that has been chosen by the customer, shall be charged by the Town for tapping the water main and furnishing and installing a water meter. The fee is the same whether the property and the customer are located within or outside the town.

(b) The Town will construct, extend and provide water service from the water main adjacent to the property requesting water service; shall set the water meter and check valve, and shall connect the water meter to the water service.

(c) If the property is on the opposite side of the road from the water main, the applicant shall hire a licensed plumber or underground utilities contractor to tap the main and bore a water service line under the road. The plumber or contractor is responsible for applying for and receiving an approved permit from the Town, or in the case of crossing a Polk County or Florida State road or highway, a permit from the appropriate agency. Materials and methods employed shall be specified by the permitting agency.

(2) Water Application and Fees.

(a) The applicant must apply for water service from the town as a new applicant. They shall complete a Water Service application provided by the town, provide required documentation and pay to the Utility Billing Office a deposit in the amount established by the Town Council as amended from time to time, which is currently \$200.00. An administrative fee of \$30 is also due at time of application.

(b) As a part of the application, the applicant shall provide a picture ID; and documents' showing the applicant is authorized to reside or conduct business at the address shown on the application.

(c) The town will have water turned on at said address the next business day, of completed application being accepted by the Utility Billing office. Applicants may pay an additional service fee to have service established sooner. Applications made on a Friday may not be turned on until the next Monday.

(d) Water may be turned on for inspection purposes with an application and a \$60 fee. Service will remain on for 48 hours.

(3) Other Services Provided. Upon the opening of a water utility account, the account holder agrees to be charged for other municipal services provided by the Town. For residential properties located in the town limits, the services and charges include: Water, sewer, and associated taxes and service, Garbage and Recycle, Trash, and Stormwater. For commercial customers, charges include: Water and associated taxes and Stormwater. For accounts located outside the town limits, charges include: Water, sewer and associated taxes and service.

(4) Rates. Rates are set forth in sec. 32-14 of the Town Code.

(5) Payment for Services. Water meters are read on/or near the 20th of every month. Users are billed monthly on the last business day of each month. Payments are due on the 20th of every month.

(a) Payments can be made in person at town hall on any Monday, Wednesday, or Friday not a state or federal holiday by cash, check, money order or credit card (service fees apply). Payments can be dropped in the after-hours payment box located outside of town hall. Credit card payments by phone can only be done on Fridays and the 20th of the month. A service charge is collected for all in person or over the phone credit card payments.

(b) User and service charges not paid on or before the 20th of the month will have a late charge added to the bill and said fee shall be payable by the next month on the 20th. If the 20th falls on a weekend or a holiday, the late charge will be applied to the unpaid bill on the working day following the due date.

(c) Accounts will be considered delinquent after sixty (60) days of nonpayment and will be subject to water service being discontinued with no further notice. A \$30 disconnect fee will be applied to the account. Monthly water base fee and all other service charges will continue to be billed.

(d) Water service that has been discontinued for non-payment shall require the payment of any and all balances due before service will be resumed. A reconnection fee of \$30.00 will be charged on the next bill. At any time that the User's Account is delinquent for more than sixty (60) days and is over \$200, the amount on deposit for the customer will be withdrawn from the deposit account and applied toward payment of the delinquent bill. Such amount will then be invoiced to the User's Account. In the case of an account that has become so delinquent that the original deposit has been depleted, the deposit to re-establish water service will be double the current deposit of \$200, which would be \$400.

(e) Hardship Status – The town understands that some customers may not be able to pay the full balance due to a hardship. If that is the case, the town must have a signed payment plan from the account holder. If a payment plan has been approved, future late fees will be waived if the payment plan is being adhered to. If the account holder does not abide by the payment plan, the account will be turned off and item 5(d) above will prevail. Payment plans cannot extend past three months.

(6) Restore Water – Upon receipt of payment of the full past due amount from the customer, or in case of a hardship, a signed payment plan with specified payment being received and recorded, the Utilities Department shall have the water service restored to the customer the next business day. Payments to restore water made on Friday may not be turned on until Monday.

(7) Insufficient Funds. Should a payment made by check not be accepted by the bank, water service will be discontinued, and all future payments must be paid by cash, money order, certified check or credit card. A \$30 administrative fee, a \$30 disconnect and a \$30 reconnection fee, plus all bank fees associated with such payments will be charged to the account holder.

(8) Destruction and Tampering. By opening an account for services, you agree not to maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the water system of the town.

(a) If you or any person using your property willfully tampers with, damages, or illegally connects to, diverts or extends the system without first applying for and receiving service from the town, you are in violation of Sections 812.14(2)-(5), Florida Statutes and can be charged with a misdemeanor of the first degree, which is punishable by a fine of \$1,000.

(b) If a meter has been locked by staff because of a delinquent account or no application for service on file to the property and it is determined that the lock was removed without staff authorization, the meter will be removed, the account will be considered delinquent and all past balances must be paid to reestablish a new account and all fees must be paid to reinstall the meter.

(9) Putting Account on Vacation Mode/Transfer Account. You may submit an Application to modify your account for any time you will be away from your residence for more than six months. This will take off the charges for garbage and trash. The bill will still show the Water Base Rate and Stormwater charges. If you relocate to another property which is served by the Town of Lake Hamilton, you must file an application to establish services at the new property. You do not need to pay another deposit but your account must be current in order to transfer.

(10) Reporting a Possible Leak/Dispute a High Bill. If a water customer desires the town to check their meter for a leak or possible defective meter or service line, they should report it to the utility billing specialist and a work order will be completed and given to the Water Department. If there is no issue with the meter or town service line, the customer will be billed \$60. The water customer should follow up with the Clerk's office to determine the outcome.

(a) The town is not responsible for service lines beyond the meter.

(b) If there is an issue with the meter and components, the town will repair the meter and components at no cost to the customer.

(11) Payment for Water Service in the Event of a Leak. In the event an inordinate increase in water usage by any customer is discovered in the billing process, it is the duty of the

customer to immediately determine if there is a leak within the building or buildings on his property or in the service line from the meter to the building(s).

(a) It shall further be the responsibility of a customer that discovers a leak to make immediate repairs and report their completion to the Town. The customer shall provide the Town with a copy of the invoices related to the repairs. A town employee shall not be used to repair such leaks. It is suggested that the customer take pictures before and after repair to document properly. The Town will send a Town employee to confirm the repairs.

(b) The town may provide the customer financial relief in accordance with applicable law.

(c) This relief shall only be available to a property address once per year.

(12) Payment for Zero Consumption – Water consumption is measured through mechanical water meters. These meters are owned by the Town and maintained on a specified schedule. The maintenance schedule has been established to promote accurate readings and protect the interest of the customer and the investment of the Town. Being a mechanical device, there are instances when a meter may "slow down" or may fail completely and stop totalizing water flow. The Utility Billing System normally detects these problems and provides a "Zero Consumption - Low Meter Use Report". This report checks the latest meter reading and lists those active accounts with zero consumption. Utility Maintenance staff reviews this report and generates a work order to have field personnel investigate. The meter is then checked, replaced and/or repaired, and the results given Utility Billing via the completed work order form. Based on that information, the customer will be "BACK BILLED" for all water consumed but not registered as follows:

(a) The period in question may not be any greater than the previous twelve (12) months.

(b) The average water consumption per month will be determined.

(c) The average water consumption per month, totaled for the number of months in question will be the amount the customer will be back billed.

(d) It shall be determined if the monthly base charge was paid or should be back billed.

(e) The customer will be allowed to pay the total amount due over the same number of months as the months in question, up to a maximum of twelve (12) months.

(13) Closing an Account. The Town must receive a signed application (or email from the account holder) to Modify an Account. When the application is received a final meter reading will take place and the applicant's deposit will be used to pay the final bill, disconnect fee and any delinquent charges. If the deposit is not enough to pay the outstanding balance an invoice will be mailed to the applicant and payment must be received within 15 days of date the invoice was mailed.

SECTION 4. CONFLICTS. If the event of a conflict with any other Town ordinances or part of ordinances, the provisions of this Ordinance shall control.

SECTION 5. INCLUSION IN CODE. The Town Council intends that the provisions of this ordinance shall become and shall be made part of the Code of the Town of Lake Hamilton.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or other part of this Chapter is for any reason declared unconstitutional or invalid by any court of competent jurisdiction, such part shall be deemed separate, distinct and independent and the remainder of this Chapter shall continue in full force and effect.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect on February 2, 2021.

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

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

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

JEFFREY S. DAWSON, TOWN ATTORNEY

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

Table 1a: Water Use Schedule and Rates for Residential Customers Inside the Corporate Limits

Ordinance 2014-07

October 2015 -2020

				3%	3%	3%	2%	2%	
	Monthly Usage	Service Fee	per 1000 gals	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020
1	1 - 999	\$19.50	\$2.00	\$2.06	\$2.12	\$2.19	\$2.23	\$2.27	CPI>
2	1,000 - 1,999	\$20.50	\$2.25	\$2.32	\$2.39	\$2.46	\$2.51	\$2.56	
3	2,000 - 2,999	\$21.50	\$2.67	\$2.75	\$2.83	\$2.91	\$2.97	\$3.03	
4	3,000 - 3,999	\$23.50	\$2.75	\$2.83	\$2.92	\$3.00	\$3.07	\$3.13	
5	4,000 - 4,999	\$23.50	\$3.00	\$3.09	\$3.18	\$3.28	\$3.34	\$3.41	
6	5,000 - 5,999	\$23.50	\$3.25	\$3.35	\$3.45	\$3.55	\$3.62	\$3.69	
7	6,000 - 6,999	\$23.50	\$3.25	\$3.35	\$3.45	\$3.55	\$3.62	\$3.69	
8	7,000 - 7,999	\$23.50	\$3.25	\$3.35	\$3.45	\$3.55	\$3.62	\$3.69	
9	8,000 - 8,999	\$23.50	\$3.25	\$3.35	\$3.45	\$3.55	\$3.62	\$3.69	
10	9,000 - 9,999	\$23.50	\$3.25	\$3.35	\$3.45	\$3.55	\$3.62	\$3.69	
11	10,000 - 10,999	\$23.50	\$3.50	\$3.61	\$3.71	\$3.82	\$3.90	\$3.98	
12	11,000 - 11,999	\$23.50	\$3.50	\$3.61	\$3.71	\$3.82	\$3.90	\$3.98	
13	12,000 - 12,999	\$23.50	\$3.50	\$3.61	\$3.71	\$3.82	\$3.90	\$3.98	
14	13,000 - 13,999	\$23.50	\$3.50	\$3.61	\$3.71	\$3.82	\$3.90	\$3.98	
15	14,000 - 14,999	\$23.50	\$3.50	\$3.61	\$3.71	\$3.82	\$3.90	\$3.98	
16	15,000 - 15,999	\$23.50	\$3.75	\$3.86	\$3.98	\$4.10	\$4.18	\$4.26	
17	16,000 - 16,999	\$23.50	\$3.75	\$3.86	\$3.98	\$4.10	\$4.18	\$4.26	
18	17,000 - 17,999	\$23.50	\$3.75	\$3.86	\$3.98	\$4.10	\$4.18	\$4.26	
19	18,000 - 18,999	\$23.50	\$3.75	\$3.86	\$3.98	\$4.10	\$4.18	\$4.26	
20	19,000 - 19,999	\$23.50	\$3.75	\$3.86	\$3.98	\$4.10	\$4.18	\$4.26	
21	20,000 - 20,999	\$23.50	\$4.00	\$4.12	\$4.24	\$4.37	\$4.46	\$4.55	
22	21,000 - 21,999	\$23.50	\$4.00	\$4.12	\$4.24	\$4.37	\$4.46	\$4.55	
23	22,000 - 22,999	\$23.50	\$4.00	\$4.12	\$4.24	\$4.37	\$4.46	\$4.55	
24	23,000 - 23,999	\$23.50	\$4.00	\$4.12	\$4.24	\$4.37	\$4.46	\$4.55	
25	24,000 - 24,999	\$23.50	\$4.00	\$4.12	\$4.24	\$4.37	\$4.46	\$4.55	
	25,000 - 49,999	\$23.50	\$4.50	\$4.64	\$4.77	\$4.92	\$5.02	\$5.12	
	> 50,000	\$23.50	\$5.00	\$5.15	\$5.30	\$5.46	\$5.57	\$5.68	

**Table 2a: Water Use Schedule and Rates for Residential Customers Outside the Corporate Limits
and All Non-Residential Customers - October 2015 -2020**

Ordinance 2014-07

				5%	5%	5%	3%	3%	
	Monthly Usage	Service Fee	per 1000 gals	10/1/2015	10/1/2016	10/1/2017	10/1/2018	10/1/2019	10/1/2020
1	1 - 999	\$24.00	\$3.00	\$3.15	\$3.31	\$3.47	\$3.58	\$3.68	CPI>
2	1,000 - 1,999	\$25.00	\$3.25	\$3.41	\$3.58	\$3.76	\$3.88	\$3.99	
3	2,000 - 2,999	\$26.50	\$3.50	\$3.68	\$3.86	\$4.05	\$4.17	\$4.30	
4	3,000 - 3,999	\$27.50	\$3.75	\$3.94	\$4.13	\$4.34	\$4.47	\$4.61	
5	4,000 - 4,999	\$28.50	\$3.75	\$3.94	\$4.13	\$4.34	\$4.47	\$4.61	
6	5,000 - 5,999	\$28.50	\$4.00	\$4.20	\$4.41	\$4.63	\$4.77	\$4.91	
7	6,000 - 6,999	\$28.50	\$4.00	\$4.20	\$4.41	\$4.63	\$4.77	\$4.91	
8	7,000 - 7,999	\$28.50	\$4.00	\$4.20	\$4.41	\$4.63	\$4.77	\$4.91	
9	8,000 - 8,999	\$28.50	\$4.00	\$4.20	\$4.41	\$4.63	\$4.77	\$4.91	
10	9,000 - 9,999	\$28.50	\$4.00	\$4.20	\$4.41	\$4.63	\$4.77	\$4.91	
11	10,000 - 10,999	\$28.50	\$4.25	\$4.46	\$4.69	\$4.92	\$5.07	\$5.22	
12	11,000 - 11,999	\$28.50	\$4.25	\$4.46	\$4.69	\$4.92	\$5.07	\$5.22	
13	12,000 - 12,999	\$28.50	\$4.25	\$4.46	\$4.69	\$4.92	\$5.07	\$5.22	
14	13,000 - 13,999	\$28.50	\$4.25	\$4.46	\$4.69	\$4.92	\$5.07	\$5.22	
15	14,000 - 14,999	\$28.50	\$4.25	\$4.46	\$4.69	\$4.92	\$5.07	\$5.22	
16	15,000 - 15,999	\$28.50	\$4.50	\$4.73	\$4.96	\$5.21	\$5.37	\$5.53	
17	16,000 - 16,999	\$28.50	\$4.50	\$4.73	\$4.96	\$5.21	\$5.37	\$5.53	
18	17,000 - 17,999	\$28.50	\$4.50	\$4.73	\$4.96	\$5.21	\$5.37	\$5.53	
19	18,000 - 18,999	\$28.50	\$4.50	\$4.73	\$4.96	\$5.21	\$5.37	\$5.53	
20	19,000 - 19,999	\$28.50	\$4.50	\$4.73	\$4.96	\$5.21	\$5.37	\$5.53	
21	20,000 - 20,999	\$28.50	\$5.00	\$5.25	\$5.51	\$5.79	\$5.96	\$6.14	
22	21,000 - 21,999	\$28.50	\$5.00	\$5.25	\$5.51	\$5.79	\$5.96	\$6.14	
23	22,000 - 22,999	\$28.50	\$5.00	\$5.25	\$5.51	\$5.79	\$5.96	\$6.14	
24	23,000 - 23,999	\$28.50	\$5.00	\$5.25	\$5.51	\$5.79	\$5.96	\$6.14	
25	24,000 - 24,999	\$28.50	\$5.00	\$5.25	\$5.51	\$5.79	\$5.96	\$6.14	
	25,000 - 49,999	\$28.50	\$5.50	\$5.78	\$6.06	\$6.37	\$6.56	\$6.75	
	> 50,000	\$28.50	\$6.00	\$6.30	\$6.62	\$6.95	\$7.15	\$7.37	



Memorandum

To: Town Council

From: Sara Irvine, Town Administrator

Date: 01/08/2020

Subject: Monthly Update for January Meeting

Town hall staff has been working with <https://www.muni-link.com/utility-billing-software> to coordinate the new utility billing software. We are excited to get this program up and running. It will allow customers access to their invoices and payment options. At the same time, we will also switch to a new credit card processing company that will integrate with the software. This will elevate a lot of staff time doing data entry on credit card payments and removes the chance for errors.

The Town does not have a municipal election this year, but the Clerk and I may still attend the County Supervisor of Elections training this month.

Brittney is now a Certified Municipal Clerk by the International Institute of Municipals Clerks. There will be a presentation ceremony at the February meeting.

Encourage your friends and neighbors to sign up for the text alert system the town recently set up. See attachments.



Receive Town Alerts Via Text

The Town of Lake Hamilton

is now offering a system to receive city notifications via text message. Opt-in to any of the following programs:

Town Notifications - keyword: LAKEHAMILTON (general notices)

keyword: LHWATER (outages/ updates)

Text one of the above keywords to:

91896

What To Expect:

- After the initial keyword is sent, you'll receive a confirmation message asking you to reply YES to verify opt-in.
- 0-4 text messages a month with a notification from the City regarding the categories you are opted-in for.
- Message and data rates may apply. Check with your mobile phone carrier for more details.

How To Opt-Out:

Text STOP at any time to remove yourself from the notification list.

View terms and privacy policy info at: www.textmygov.com/opt-in-terms-conditions.
Msg & Data rates apply. Msg frequency varies. Text HELP for contact info.

TextMyGov

Looking for answers? Need to report an issue?

Report

Jobs

FAQ

Contact

Utilities

Bill Pay

Code

Departments

Forms

Text The Town of Lake Hamilton

Introducing the new way to skip a phone call and use your mobile phone's text messaging to find answers to your questions.

Text 'Hi'

or one of the above phrases to:

(863) 251-9955

Text My Gov will help you to quickly find the answers you're looking for or help you to report an issue to the town.

TextMyGov



Memorandum

To: Town Council

From: Town Clerk, Brittney Sandovalsoto, CMC

Date: January 8, 2021

Subject: Monthly Update

Work has been steady since my return in November and I am diligently working to update all new renewals and licenses for Contractors.

Permits have stayed steady and continue to do so.

Gloriana transitioned to send and receive the Business Tax Receipts while I was out, and it seems it went smoothly.

We are actively working with our new Billing Software to train and begin implementation in a few months.

I received my CMC designation, and they will have a presentation at the February Council meeting.

I am still working remotely, but plan to return to the office on the 19th of January.

Other business as usual.

From the Desk of ...

Chief Michael Teague



January 7, 2021

TO: Staff

SUBJECT: Council Report

August Items:

- Officers have increased patrols of businesses and residences
- COVID-19 Grant items were ordered
- 1 Officer was out with COVID
- Some items were ordered and installed at the New PD
-

Michael Teague

[illegible]

[illegible]



LAKE HAMILTON POLICE DEPARMENT

PO Box 126, 100 Smith Ave, Lake Hamilton, FL 33851

PHONE: 863-437-4711/ FAX: 863-439-1136

DECEMBER 2020 - MONTHLY ACTIVITY REPORT

	TOTAL CALLS	TOTAL ARRESTS
ABANDONED/ IMPOUNDED	3	0
ABANDONED / FOUND PROPERTY	2	0
ABDUCTION	0	0
AED ASSIST	0	0
ALARM	8	0
ANIMAL COMPLAINT	1	0
ANIMAL COMPLAINT - DOMESTIC	0	0
ANIMAL COMPLAINT - LIVESTOCK	0	0
ANIMAL COMPLAINT - WILDLIFE	0	0
ASSAULT	0	0
ASSAULT - AGGRAVATED	0	0
ASSIST OTHER AGENCY	12	0
ATTEMPT TO CONTACT	2	0
BATTERY	1	1
BATTERY - AGGRAVATED	0	0
BATTERY - DOMESTIC	0	0
BURGLARY - BUSINESS	0	0
BURGLARY - CONVEYANCE	3	0
BURGLARY - RESIDENTIAL	0	0
BURGLARY - STRUCTURE	0	0
CHILD ABUSE	0	0
CRIMINAL MISCHIEF	0	0
CRUELTY TO ANIMALS	0	0
CURFEW VIOLATION	0	0
CUTTING	0	0
DANGEROUS SHOOTING	0	0
DEATH INVESTIGATION	0	0
DIRECTED TRAFFIC ASSIGNMENT	2	0
DISABLED VEHICLE	8	0
DISTURBANCE - CIVIL	4	0
DISTURBANCE - FAMILY	2	0
DISTURBANCE - JUVENILE	0	0
DISTURBANCE - NOISE	10	0
DISTURBANCE - VEHICLE NOISE	2	0
DISTURBANCE - WEAPON	0	0
DISTURBANCE	5	0
DROWNING	0	0

DRUNK DRIVER	0	0
DRUNK PERSON	0	0
ESCAPED PRISONER	0	0
EXCITED DELIRIUM	0	0
EXTORTION	0	0
FELONY	0	0
FIGHT	0	0
FILING FALSE REPORT	0	0
FIRE	0	0
FIRE ASSIST	0	0
FIRST RESPONDER REQUEST	0	0
FRAUD/FORGERY/COUNTERFEITING/UTTERING	0	0
FUNERAL ESCORT	0	0
GAMBLING	0	0
GRAND THEFT	0	0
HARRASSING PHONE CALLS	0	0
HIT & RUN FATALITY	0	0
HIT & RUN INJURIES	0	0
HIT & RUN PROPERTY DAMAGE ONLY	1	0
HIT & RUN SERIOUS INJURY TO RESULT IN DEATH	0	0
HITCHHIKER	0	0
HIGHWAY OBSTRUCTION	0	0
IDENTITY THEFT	0	0
INDUSTRIAL ACCIDENT	0	0
INFORMATION	164	0
INJURED PERSON	0	0
INVESTIGATION	17	0
LAW ENFORCEMENT CALL	0	0
LEWD ACT	1	0
LITTERING	1	0
LOST PROPERTY	0	0
LOST/ABANDONED TAG OR DECAL	0	0
MAIL THEFT	0	0
MEDICAL ASSIST	0	0
MENTALLY ILL PERSON	2	0
MISDEMEANOR	0	0
MISSING / ENDANGERED PERSON	0	0
MOLESTING	0	0
MURDER	0	0
NARCOTICS VIOLATION	1	1
NATURAL DISASTER	0	0
OPEN DOOR / WINDOW	0	0
OVERDOSE	0	0
PATROL BUSINESS	887	0
PATROL REQUEST	13	0
PATROL RESIDENCE	6	0
PERIMETER CHECK	443	0

PETIT THEFT	0	0
POSS FIREARM BY FELON	0	0
PROPERTY DAMAGE NON-CRIMINAL	1	0
PROWLER	0	0
RESISTING OFFICER	1	0
RETAIL THEFT	0	0
RIOT	0	0
ROBBERY	0	0
RUNAWAY	0	0
SERVE CIVIL PROCESS	0	0
SEXUAL BATTERY (FAMILY,UNK,KNOWN)	0	0
SHOOTING/THROWING MISSILE INTO BUILDING	0	0
SHOOTING/THROWING MISSILE INTO VEHICLE	0	0
SHOOTING/ PERSON	0	0
SOLICITATION VIOLATION	0	0
SPECIAL DETAIL	14	0
STOLEN TAG / DECAL	0	0
STOLEN VEHICLE	0	0
STOLEN VEHICLE RECOVERED	0	0
SUBJECT STOP	0	0
SUICIDE ATTEMPT	0	0
SUSPICIOUS AIRCRAFT	0	0
SUSPICIOUS INCIDENT	4	0
SUSPICIOUS PERSON	2	0
SUSPICIOUS VEHICLE	6	0
TAMPERING	0	0
THEFT	0	0
TRAFFIC ASSIGNMENT	10	0
TRAFFIC COMPLAINT	3	0
TRAFFIC STOP	244	13
TRESPASSING	1	0
UNCONFIRMED EMERGENCY	7	0
VEHICLE CRASH	9	0
WORTHLESS CHECK	0	0
VIOLATION OF INUNCTION	0	0
WARRANT / CAPIAS ARREST	2	2
OVERALL TOTAL	1918	17

	TOTAL CITATIONS	TOTAL ARRESTS
CRIMINAL TRAFFIC	9	9
NON-CRIMINAL TRAFFIC	76	0
PARKING TICKETS	0	0
WARNINGS	203	0
OVERALL TOTAL	85	9

	TOTAL WGT / VALUE	TOTAL ARRESTS
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Recovered Cannabis	22.130	0
Recovered Cocaine	0	0
Recovered Meth	0.06	1
Recovered Heroin	0	0
Recovered Pills	0	0
Seized Currency	0	0
Based on Property received in Prop Room and not marked Dispo=COR Action=FX		

Monthly Proficiency Reports -December 2020
Lake Hamilton Police Department
Patrol

[illegible]

Patrol	2016	2017	2018	2019	2020
Calls	7226	12830	13858	16925	22752
Lima	1153	779	644	679	636
Warrant Arrest	17	21	22	18	16
Felony Arrest	13	58	72	43	23
Misd. Arrest	161	213	179	233	154
Total Arrest	191	291	280	302	193
Cannabis	256.8	379.49	244.84	276.8	111.72
Cocaine	0.03	3.41	1.41	3.3	0
Methamphetamine	0.14	7.8	639.1	48.5	0.62
Firearms	0	2	9	0	1
Pills	77	84	39.5	6	213
K2	0	8.29	9.3	2.2	1.9
Traffic					
Citations	879	1627	1630	1471	1082
Criminal Citations	146	159	142	156	121
Warnings	1096	1819	1830	2017	2712
Crashes	83	71	86	75	98
DUI	4	9	9	11	0
DRE	0	0	0	0	0
Deployments	0	0	0	0	0
Apprehensions/Arrests	0	0	0	0	0
Hours Trained	0	0	0	0	0
Demos	0	0	0	0	0
Searches	0	0	0	0	0
Heroin	0	0	0	0	0
Patrol Cont					
Seized Vehicles	0	0	0	0	0
Deaths	0	1	3	2	1
Seized Currency	1700	1185	4890	8700	0



Memorandum

To: Town Council

From: Doug Leonard, Community Development Director

Date: January 8, 2021

Subject: Status of Projects for January 12, 2021 Council Meeting

1. **USDA Water Distribution System Improvement Project.** The project is approximately 60 percent complete.
2. **CDBG Stormwater Project.** The contractor nearly finished with the project. The engineers expect to schedule a final inspection and do a punch list, if necessary, in the next two weeks.
3. **State Road 17 (Scenic Highway) Sewer Project.** The Haines City Commission approved the Memorandum of Understanding in December and the City Attorney Fred Reilly is preparing a draft Interlocal Agreement. Staff has also authorized Tom Cloud to continue with his version.
4. **Floridino's Project.** The restaurant is under construction.
5. **Hamilton Ridge.** Staff has received a request for preliminary Subdivision Plat approval.
6. **The Grand at Lake Hamilton.** Staff continues to meet with the developer and his engineers to finalize plans for construction of the subdivision infrastructure.
7. **FRDAP.** We are cleared build the Gunter and Detour Road Ball Park projects and will schedule Park Committee meetings on each park, and invite interested citizens, to finalize the improvements.
8. **Planning RFQ** – Staff recommends award of the planning services contract to Calvin Giordano & Associates based on their qualifications and approve the contract for the initial phase of the project.

9. **Preliminary Wastewater Report** – Staff has met twice with the engineers and included a developer’s representative Rennie Heath. It is obvious that essential data needed to do the engineering projections and analysis is a moving target. In addition, more coordination with the staff and the planning consultant is needed to define the magnitude and timing of development proposals that will create future wastewater demand.

As a result, the engineer is requesting a revision to the contract to include greater involvement in the selection and analysis of sites, the determination of feasibility and the conceptual design of the force mains and pumping stations to serve development areas of the Town. The revised contract is on the agenda and requests an increase in compensation from \$40,000 to \$60,000. The fee increase includes supporting services to staff in the preparation and submission of an application to the USDA for Waste Water Treatment Facilities (WWTF).



Memorandum

To: Town Council

From: The Director of Public Work and Utilities

Date: 1/6/2021

Subject: Monthly Update for December 2020

Sanitation: Truck was down for a couple of weeks, but this was actually the first repair needed to the claw/dump body side of the truck. Truck is a couple of years old now and it's going to happen from time to time. We take it to the company who manufactured it as they have the best expertise on how to repair it, however sometimes they get backed up, especially during a holiday.

Parks: normal operation.

Streets: CDBG project is coming along nicely and I expect to be near completion by next month. Placed about 5 tons of pothole patch last year. Hank has done a nice job of cleaning up our storm drains, we have future improvements planned for next year.

Water: Water Project is moving along steadily. We have accomplished a lot this year in the Water Department. In addition to the work we have done in conjunction with the contractor for the water distribution replacement project we have also completed this year; 383 work orders outside of the regular scheduled daily/weekly/monthly work items, 363 locates, 8 meter installs, 3 new backflow installs, 8 meter rebuilds, 14 repairs. We had several small line breaks that we dealt with live without disruption to the customer. There has only been one widescale disruption at night while people were sleeping and we had on time that we had to turn off half the town after the Fire Hydrant was hit. FYI we now have an alternate route for water to the SE side of town and this will significantly reduce the amount of affected people when water breaks happen in the older section of Town. Obviously, that is being addressed as well with the current project.

Sewer: Normal operations. Met with Pennoni to begin working on master plan.

Town Hall: Still possibly at substantial completion by February. There may be some action items to address after we move in, however I see a light at the end of tunnel. The Contractor has promised several key items to be completed in the next couple of weeks, so we shall see.