



TOWN OF LAKE HAMILTON
TOWN COUNCIL
REGULAR MEETING AGENDA
Tuesday, JUNE 7, 2022
6:00 P.M.

The Town Council of the Town of Lake Hamilton will hold a Regular Council Meeting on Tuesday, June 7, 2022, at 6:00 PM at the Town Hall, 100 Smith Ave, 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**
 - a. Chief Teague Presentation
- 6. CONSENT AGENDA**
 - a. May 3, 2022, Regular Meeting Minutes-*pages 1-09*
 - b. May 10, 2022, Special Meeting Minutes-*pages 10-12*
 - c. 2nd Quarter Financial Statements FY 21-22-*pages 13-25*
- 7. RECOGNITION OF CITIZENS (Non-Agenda Items)**
- 8. OLD BUSINESS-**
 - **Open Public Hearing**
 - a. Second Reading of Ordinance O-22-19 Comprehensive Plan Amendment-*pages 26-29*
 - b. Second Reading of Ordinance O-22-20 Permit Fee Schedule-*pages 30-34*
 - **Close Public Hearing**
 - c. Future Planning Items/Update/Action on WUP/AWS/WW/PRWC
 1. PRWC 2nd Amended Southwest Wellfield Implementation Agreement-*pages 35-102*
 2. PRWC 2nd Amended West Polk Lower Floridian Aquifer Wellfield Implementation Agreement-*pages 103-163*
 3. Consider Pennoni Phase 2 WWTF Preliminary Engineering Report Agreement-*pages 164-168*
 4. Consider Pennoni Lower Floridian Aquifer Pilot Well Design Agreement-*pages 169-175*
 5. Consider Pennoni Monroe Ln Water Plant Facilities Plan Agreement-*pages 176-182*
 6. Consider Pennoni SR 17 Septic to Sewer Bidding and Technical Services Agreement-*pages 183-190*
 7. Consider Pennoni WUP Addendum 4 Additional Services Agreement-*pages 191-195*
 8. Consider Pennoni WWTF Phase 1 Construction Services Agreement -*pages 196-203*
 - d. Kokomo Road Study and Action of Speed Limit-*pages 204-236*
- 9. NEW BUSINESS-**
 - a. Resolution R-2022-08 Amended Alcohol Sales on Public Property/ 2022 July Celebration-*pages 237-238*
 - b. Resolution R-2022-09 Support of the SunRail-*pages 239-240*
 - c. Discussion of County Roads in Lake Hamilton-*pages 241-265*
 - **Open Public Hearing**
 - d. First Reading of Ordinance O-22-21 Weiberg West PUD-*pages 266-269*
 - **Close Public Hearing**
- 10. STAFF REPORTS**
 - a. Town Administrator-*pages 270*
 - b. Town Clerk-*pages 271*
 - c. Police Department-*pages 272-279*
 - d. Code Enforcement-*no pages*
 - e. Community Development-*pages 280-281*
 - f. Public Works-*pages 282*
- 11. ATTORNEY COMMENTS**
- 12. COUNCIL MEMBERS COMMENTS**
- 13. ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND F. S. 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THESE PROCEEDINGS PLEASE CONTACT TOWN CLERK, BRITTNEY SANDOVALSOTO, TOWN HALL, LAKE HAMILTON, FL AT 863-439-1910 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS NOTIFICATION. 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 ENSURE 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, MAY 3, 2022
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday May 3, 2022, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Kehoe called the meeting to order at 6:01 p.m.

INVOCATION

Invocation was given by Angie Hibbard.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited by all.

ROLL CALL

O'Neill, Roberson, Wagner, and Mayor Kehoe were present. Tomlinson was absent. Town Administrator Irvine, Town Clerk Sandovalsoto and Attorney Maxwell were present.

SCHEDULED PRESENTATIONS

Swear in Mayor, Michael Kehoe-

Clerk Sandovalsoto swore in Mayor, Michael Kehoe.

Swear in Council Seat 2, Larry Dale Tomlinson.

Tomlinson was not present, agenda item tabled until the next meeting.

Swear in Council Seat 4, Marlene Wagner

Clerk Sandovalsoto swore in Marlene Wagner, Council Seat 4.

Clerks Week Proclamation-

Mayor Kehoe read the Proclamation for Clerks Week and Presented the Proclamation to Clerk Sandovalsoto.

Chief Teague Presentations-

Item tabled.

Erin Killebrew, Citrus Connection Presentation-

Erin Killebrew was present and gave the Council an update on the transit services. There have been 185 riders which do not include drop offs in Lake Hamilton. There were 12,820 revenue miles in Lake Hamilton which has increased by 3400 miles from last year. The new contract price presented by Citrus Connection is in the amount of \$20,358.90, which is the full proportion of the fair share. She noted that the bus services have not been active in Lake Hamilton since

February 25th due to lack of bus operators. She stated she was not sure if the services would return in this fiscal year, but guaranteed they would be October 1, 2022, using a contracted service. She asked if they could get a commitment from the town to work towards 20% of the fair share to work towards this in a 3-year period.

Mayor Kehoe noted that the service is important to the community, and they need to factor the cost into the budget for next fiscal year.

Council consensus noted to work towards continued services for next fiscal year. Administrator Irvine will work towards putting something for the services in the budget.

CONSENT AGENDA

Motion made by Wagner and a second by Roberson to approve consent agenda item a, b, c, & d. No comments.

Motion Passed 4-0.

RECOGNITION OF CITIZENS

Mayor Kehoe gave an overview of the Council Rules and Procedures regarding public comment. Liz Kuykendall addressed the council regarding relocating the Lending Library that is located in Gunter Park that she has only heard from Nathan once regarding moving it. She also expressed concerns regarding the traffic and speeding on Kokomo Road and Detour Road.

Mayor Kehoe noted they will make the Police Department aware of the issues.

OLD BUSINESS

- **Mayor Kehoe closed the regular meeting and opened the public hearing at 6:31 PM.**

Second reading of Ordinance O-22-09 Peddlers, Hawkers, Solicitors- Attorney Maxwell read the title for the record.

An ordinance of the Town Council of the Town of Lake Hamilton, Florida, amending the code of ordinances of the Town of Lake Hamilton, Chapter 18, licenses, permits and business regulations; replacing article II. Peddlers, hawkers and solicitors in its entirety; providing for codification; providing for conflicts; providing for severability; and providing an effective date. Vice Mayor Wagner questioned if this included door to door peddlers and it was noted that it does.

No public comments were received.

Motion made by O'Neill and a second by Wagner to adopt on second reading, Ordinance O-22-09. A roll call vote was taken, O'Neill aye, Roberson aye, Wagner aye, Kehoe aye. **Motion passed 4-0.**

Second reading of Ordinance O-22-10 Fire Services MSBU - Attorney Maxwell read the title for the record.

An ordinance of the Town Council of the Town of Lake Hamilton, Florida, consenting to the inclusion of the entire territory within the municipal boundaries of the town into a Polk County municipal service benefit unit; providing for intent, purpose, and effect; providing for the repeal of laws in conflict; providing for severability; and providing an effective date.

No public comments were received.

Motion made by Wagner and a second by Roberson to adopt on second reading, Ordinance O-22-10.

A roll call vote was taken, Roberson aye, Wagner aye, O'Neill aye, Kehoe aye. **Motion passed 4-0.**

**Second reading of Ordinance O-22-13 Impact Fees-
Attorney Maxwell read the title for the record.**

An ordinance amending the Town of Lake Hamilton Code of Ordinances by adding chapter 33 to the Code of Ordinances; imposing impact fees for the purpose of providing municipal facilities, public safety, streets, and parks and trails necessitated by new development; providing for a short title, stating authority and applicability of the ordinance; providing for intents and purposes; providing rules of construction; providing definitions; providing for the imposition of municipal facilities impact fees; providing for the imposition of public safety impact fees; providing for the imposition of streets impact fees; providing for the imposition of parks and trails impact fees; providing for computation of the amount of the impact fees; providing for the payment of impact fees; establishing impact fee trust funds; providing for limitations and restrictions on the use of said trust funds; providing a method for refund of fees paid; providing exemptions and credits; providing an appeals process; providing for penalty and enforcement; providing for inclusion in the Town of Lake Hamilton Code; providing for codification; providing for correction of scrivener's errors; providing for severability; providing for conflicts; and providing an effective date

No public comments were received.

Motion made by Roberson and a second by O'Neill to adopt on second reading, Ordinance O-22-13. A roll call vote was taken, Wagner aye, O'Neill aye, Roberson aye, Kehoe aye. **Motion passed 4-0.**

**Second reading of Ordinance O-22-14 Sign Regulations Amendment-
Attorney Maxwell read the title for the record.**

An ordinance of the Town of Lake Hamilton, Florida, repealing the Town's current sign rules; creating article X of chapter 16 of the Town Code providing comprehensive sign regulations; making related findings; providing for codification, severability, and an effective date.

Attorney Maxwell noted Attorney Eshinfielder was present virtually for any questions. Associate Planner Hibbard encouraged Council not to do away with billboards and to work with businesses. Attorney Maxwell noted that current billboards can stay unless they receive more than 50% destruction of the sign. It was noted that SEC 16-717 temporary signs should say council member instead of commissioner. Sect 7-23 E wordage needs to be fixed. Recommended language regarding sandwich boards was they shall be taken inside at the end of each business day.

No public comments were received.

Motion made by O'Neill and a second by Roberson to adopt on second reading, Ordinance O-22-14 with a change to section 16-723 paragraph e to state sandwich board signs should be," shall be taken inside at the end of each business day". A roll call vote was taken, Wagner aye, O'Neill aye, Roberson aye, Kehoe aye. **Motion passed 4-0**

**Second reading of Ordinance O-22-15 LDR Revisions- Swine-
Attorney Maxwell read the title for the record.**

An ordinance of the Town Council of the Town of Lake Hamilton, Florida, amending the Lake Hamilton Land Development Code, Article III, Land Use, Division 4, Requirements for specific uses, Section 16-177, Farm Animals, to add sub-paragraphs (o), to allow one swine to be kept on

residential zoned property in conjunction with a 4-H or Future Farmers of America program; Providing for conditions to obtain a permit; providing for duration of permit; providing for codification; providing for conflicts; providing for severability; and providing for an effective date.

Administrator Irvine noted a similar instance in another city changed their ordinance to allow a small pony or donkey. Town may have to amend ordinance in the future.

No public comments were received.

Motion made by O'Neill and a second by Wagner to adopt on second reading, Ordinance O-22-15. A roll call vote was taken, O'Neill aye, Roberson aye, Wagner aye, Kehoe aye. **Motion passed 4-0.**

**Second Reading of Ordinance O-22-16 Water Tank Road Town Property FLU-
Attorney Maxwell read the title for 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 22S06, amending the future land use map classification from agricultural to public buildings and grounds for a 19.74 acre parcel of land located adjacent to Water Tank Road and approximately 660 feet east of Detour Road in section 15, township 28 south, range 27 east, Polk County, Florida; and transmitting said amendment to the Department of Economic Opportunity; providing for severability; and providing for an effective date.

No public comments were received.

Motion made by Wagner and a second by Roberson to adopt on second reading, Ordinance O-22-16. A roll call vote was taken, Roberson aye, Wagner aye, O'Neill aye, Kehoe aye. **Motion passed 4-0.**

**Second reading of Ordinance O-22-17 Water Tank Road Town Property Rezoning-
Attorney Maxwell read the title for the record.**

An ordinance of the Town of Lake Hamilton, Florida, rezoning a 19.74-acre parcel of land located adjacent to Water Tank Road and approximately 660 feet east of Detour Road in section 15, township 28 south, range 27 east, Polk County, Florida from agricultural to PI - public intuition zoning district; repealing all ordinances in conflict herewith; 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 adopt on second reading, Ordinance O-22-17. A roll call vote was taken, Wagner aye, O'Neill aye, Roberson aye, Kehoe aye. **Motion passed 4-0.**

Second reading of Ordinance O-22-18 Utilities amendment Replacing Chapter 32-14 and Chapter 32-15-

Attorney Maxwell read the title for the record.

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"); repealing and replacing sections 32-14 & 32-15, Lake Hamilton Code; establishing water & sewer monthly user charges by ordinance; providing for codification and scrivener's errors; providing for conflicts; providing for severability; and providing an effective date.

No public comments were received.

Motion made by O'Neill and a second by Wagner to adopt on second reading, Ordinance O-22-18. A roll call vote was taken, Wagner aye, O'Neill aye, Roberson aye, Kehoe aye. **Motion passed 4-0.**

- **Mayor Kehoe closed the public hearing at 6:49 PM and resumed the regular meeting.**

Future Planning Items

Update/Action on WUP/AWS/WW-

Town Administrator noted that Angie and Doug have an update in their report regarding the water use permit. The town was granted an extension. Alternate water source is part of the reasoning for the extension and the town may have to drill a well. Wastewater project-the design is almost complete. She noted Hartman is requesting an increase for his hourly rate for up to \$275 an hour.

PWD Lewellen noted that the first contract with Hartman, was a discounted rate in the beginning. The town is still in need of the services.

Administrator Irvine requested to add a quote from the Florida League of Cities to draft a developers Agreement for Hamilton Bluff to special meeting.

O'Neill noted he spoke with the FLC and they have resources to deal with the unique situation the town is facing.

Approve Updated Fee for Hartman Consultants, LLC-

Motion made by O'Neill and a second by Roberson to approve the update fee for Hartman Consultants LLC.

No public comments were received.

Motion passed 4-0.

Consider Council Wage Increase-

Mayor Kehoe noted that there could possibly be two meetings a month in the future and the council is currently at about 50% of the allowable wage per the charter and believes it should be raised.

Motion made by Wagner and a second by Roberson to increase the wage of council to \$100 a month and \$125 for the Mayor.

No public comments were received.

Motion passed 4-0.

NEW BUSINESS

Appoint Vice Mayor per Town Charter-

O'Neill nominated Wagner for Vice Mayor. No other nominations were heard.

Motion made by O'Neill and a second by Roberson to appoint Wagner as Vice Mayor.

No public comments were received.

Motion passed 4-0.

Approval of Roads Project Engineering Addendum-

PWD Lewellen noted that they focused on drainage issues in the roads project in order to get grant approval and required additional engineer work. There is a \$29,386 increase in the total cost.

Administrator Irvine noted that the total grant was for \$3.7 million which is broken into 2 years. Associate Planner Hibbard noted Church Street was pulled off the original plans because sewer is going down that road and will be repaved then.

PWD Lewellen noted that they had to scale back how many roads they could do because of the increased prices from the original quote. They are focusing on the roads that are in the worst condition.

Roberson stated with that kind of money they should have gone and looked at the roads that should have really been paved so it would not look like the town is spending money in one place of the town.

O'Neill noted that looking for grants to cover cost is beneficial to save taxpayers' dollars, but they have to stay on track with grant restrictions.

PWD Lewellen noted they intend to do all streets that are in need, but the road assessments that were done noted that the worst streets were in the downtown area. They do not have the funds to address 100 percent of the streets. They are trying to be the most efficient with the money.

There was direction to staff to look at those troubled roads and see if staff can repair troubled areas.

Motion made by O'Neill and a second by Wagner to approve an additional \$29,386 for Chastain Skillman for engineering services.

No public comments were received.

Motion passed 3-1.

Republic Services Contract Renewal Rates-

Administrator Irvine noted that Mary Boyer was unable to attend the meeting and Council can table the item if they would like her to be there. The contract is not new it is just amended with an increase of 5% and fuel adjustment which is included in the 5%.

Mayor Kehoe questioned why clean ups were done twice a year if they offer bulk services weekly.

PWD Lewellen noted that they take other items on clean up days including tires off the rim.

Motion made by Wagner and a second by Roberson to approve the renewal rates with Republic Services.

No public comments were received.

Motion passed 4-0.

Resolution R-2022-06 Alcohol Sales on Public Property 2022 July Celebration- Attorney Maxwell read the title for the record.

A resolution of the Town Council of the Town of Lake Hamilton, Florida, Polk County, Florida, regarding the third-party sale and public consumption of alcohol on town property during the 2022 July celebration; and providing an effective date.

Mayor Kehoe noted this is the same Resolution as passed last year and the only change was to add a clause for rain days which provides a date certain and the rain out.

Administrator Irvine noted that the insurance said it okay because it is a Town sponsored event unless it went on too often then there may have to do other ideas. She recommends it to go to the new Parks committee.

Motion made by O'Neill and a second by Wagner to approve Resolution R-2022-06.

No public comments were received.

A roll call vote was taken, O'Neill aye, Roberson aye, Wagner aye, Kehoe aye. **Motion passed 4-0.**

- **Mayor Kehoe closed the regular meeting and opened a public hearing at 7:22 PM.**

First reading of Ordinance O-22-19 Comprehensive Plan Amendment-

Attorney Maxwell read the title for the record.

An ordinance of the Town of Lake Hamilton, Polk County, Florida, amending the Comprehensive Plan of the Town of Lake Hamilton, Florida, said amendment being known as amendment 22S07, amending the future land use map classification from agricultural to residential lands 5 for a 10.23 acre parcel of land located approximately 640 feet east of Scenic Highway and approximately 1335 feet south of Hatchineha Road in section 21, township 28 south, range 27 east, Polk county, Florida; and transmitting said amendment to the Department of Economic Opportunity; providing for severability; providing for correction of scrivener's errors and incorporation into the comprehensive plan; providing for conflicts; and providing for an effective date.

Associate Planner Hibbard stated this is 10.23 acres that square off Weiberg West piece adjacent to Scenic Hwy.

Motion made by Roberson and a second by O'Neill to approve on first reading, Ordinance O-22-19.

No public comments were received.

A roll call vote was taken, Roberson aye, Wagner aye, O'Neill aye, Kehoe aye. **Motion passed 4-0.**

- **Mayor Kehoe closed the public hearing and resumed the regular meeting at 7:27 PM.**

First reading of Ordinance O-22-20 Permit Fee Schedule-

Attorney Maxwell read the title for the record.

An ordinance of the Town Council of the Town of Lake Hamilton, Polk County, Florida, amending the Lake Hamilton code of ordinances, by amending article II. Section 8-24 fees for duplicate services, permit transfers, re-inspections, and plan re-submittals, by amending section 8-25 permitting fees, and by deleting section 8-64 provision of numerals by town to owners of structures; providing for severability; providing for codification and scrivener's errors; providing for conflicts; and providing for an effective date.

Motion made by O'Neill and a second by Wagner to approve on first reading, Ordinance O-22-20.

No public comments were received.

A roll call vote was taken. Wagner aye, O'Neill aye, Roberson aye, Kehoe aye. **Motion passed 4-0.**

Consider appointing a Centennial Committee-

Mayor Kehoe noted this would be under the Parks Board that the Town created. This could require a budget and be a conflict of interest for the Council. Staff needs to research the correct date to find out when the Town was recorded.

Attorney Maxwell noted that she has a contact that has access to that historical information, and she will ask them for assistance.

There was discussion regarding the July Celebration. Administrator Irvine noted that she has not received a call back from Zambelli.

Consider appointing a Charter Review Committee-

Mayor Kehoe questioned what the issues were with the Charter. Vice Mayor Wagner stated there was concern will all the new people and maybe see language in the Charter could be changed, looking in the future.

The legal description of the Town was discussed because it is included in the charter. Attorney Maxwell noted the Charter does allow to redefine boundaries without charter amendments.

Staff Reports-

Town Administrator- She gave an update on the key action items presented by O'Neill at the previous special meeting. She has recommendations for future staffing needs. They hired Lisa Harris as the code enforcement officer part time. They have had no luck on the finance position. She wanted council authorization to hire a headhunter to find that position and for the lead planner position.

Mayor Kehoe stated there is no salary on the website for the lead planner position. Administrator Irvine will look at the department head recommendations. She will be out of the office until Monday and Clerk Sandovalsoto will be interim Administrator in her absence.

Mayor Kehoe noted he does not believe having part time employees will be sufficient in the building department. Council would like to hire a full-time Building Official.

Town Clerk- She reminded Council of the Ethics Training that will be held in Haines City.

Police Department- Included in packet.

Code Enforcement- none.

Community development- included in packet.

Public Works-included in packet.

Administrator Irvine noted that they hired a new employee for field supervisor, Ron Martin.

ATTORNEY COMMENTS: No comments

COUNCIL COMMENTS:

Mayor Kehoe commented about the Town's utility service limits. The Town cannot go into others service areas and encourages the Town address that quickly.

CDD Leonard noted he will look into that to see what SFWMD says as they need to declare service area based on the fact that we are building a wastewater plant.

PWD Lewellen recommends tabling the discussion.

Mayor Kehoe noted he discussed with the Attorney and after O'Neill requested a plan for the future he requested to post the Town Administrator position and gave a copy of a job description which includes what is in the charter. Irvine is also welcomed to apply for the same position. He requested the applications be directed to the Town Clerk.

Administrator Irvine questioned if her contract was being terminated.

Mayor Kehoe noted the contract is not being terminated that the position would take effect after contract expires. That information will be posted. They can send their application and resume for consideration to the Town Clerk.

Attorney Maxwell noted it is not binding Council to hire someone else.

Motion made by Roberson and a second by Kehoe to post the Town Administrator position September 22, 2022, and possibly sooner. Start date to post now.

Make sure it is clear that the position may not even be available.

Motion restated, Post Town Administrator position starting September 22, 2022, possibly sooner and be posted now.

O'Neill noted he hopes that the current Administrator expresses interest in the position at least for another year.

No public comments were received.

A roll call vote was taken, O'Neill aye, Wagner nay, Roberson aye, Kehoe aye. **Motion passed 3-1.**

O'Neill noted that he appreciates all the hard work and dedication from staff.

Mayor Kehoe noted he is not trying to break up the council and looks forward to the future of the town.

ADJOURNMENT:

Motion made by Wagner to adjourn the meeting at 8:18 PM. **Motion Passed 4-0.**

ATTEST:

Michael Kehoe, Mayor

Brittney Sandovalsoto, Town Clerk

Sara K. Irvine, Town Administrator

**TOWN OF LAKE HAMILTON
MINUTES
SPECIAL MEETING
TUESDAY, MAY 10, 2022
5:00 PM**

The Town Council of Lake Hamilton held a Special Meeting on Tuesday May 10, 2022, at 5:00 PM, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Kehoe called the meeting to order at 5:00 p.m.

INVOCATION

Invocation was given by Angie Hibbard.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited by all.

ROLL CALL

O'Neill, Tomlinson, Vice Mayor Wagner, and Mayor Kehoe were present. Roberson was absent.

SPECIAL MEETING BUSINESS

Swear in Larry Dale Tomlinson, Council Seat 2-

Clerk Sandovalsoto swore in Councilmember Tomlinson for his new term of three years.

Construction Loan Agreement for Town's Septic to Sewer and WWTF Project-

PWD Lewellen stated he has been working on this agreement for a long time and staff recommends approval.

Steve Elias with Pennoni was presented and addressed the Council. He noted there are a lot of moving parts behind the scenes. The agreement included in the agenda is a draft but should not change but it could. The Department of Environment Protection could make changes. He asked for Council to conditionally approve the agreement pending any minor changes and authorize the Mayor to sign.

No questions from the Council.

Motion made by O'Neill and a second by Tomlinson to approve the Clean Water State Revolving Fund Construction Loan Agreement WW531642 in the amount of \$5,896,645. No public comments were received.

Motion passed 4-0.

**Resolution R-2022-07 Authorizing Resolution for SRF Funding Agreement-
Attorney Maxwell read the title for record-**

A resolution of the Town Council of the Town of Lake Hamilton, Florida, Polk County, Florida, relating to the state revolving fund loan program; making findings; authorizing the loan

application; authorizing the loan agreement; establishing pledged revenues; designating authorized representatives; providing assurances; providing for conflicts, severability, and effective date.

Motion made by O'Neill and a second by Wagner to approve Resolution R-2022-07.

No public comments were received.

A roll call vote was taken, Tomlinson aye, O'Neill aye, Wagner aye, Kehoe aye.

Motion passed 4-0.

Clarification on 2026 Water Supply Source-

PWD Lewellen noted the Town was looking to do their alternative water source on their own as opposed to the Co-op. Water is needed for the Bluffs and the town needs to decide if they are going to purchase water from the Co-op or the Town will need to drill a test well for a lower aquifer well for the Town.

Administrator Irvine noted the alternative water source report was presented in July and the Council chose to move forward with the upper and lower aquifer. No vote was taken, only a council consensus. There was no motion to commit to funding.

Steve Elias from Pennoni stated there was a table included in the packet with the projected 5-year water demand. After December 31, 2025, the Town will no longer be able to pull from the upper aquifer. The alternative source has to be known to SFWMD and guidance is needed to know which way the Town would like to proceed. He noted the Town needs to bid out to drill a test well if they decide to go with the lower aquifer. The design and bid out is \$75,000. He believes total cost will be around one million dollars.

There was a discussion regarding the city of Davenport and the well they tried to dig that failed.

PWD Lewellen noted the Town is under the new CFWI rule because of the renewal and the town will need the lower Floridian before 2025.

Mayor Kehoe asked if Steve wanted to pull item e from the agenda. He concurred due to the need to do modeling.

Steve gave oversight of the current water situation with the new WWTF coming which will benefit the Town as well as the ag wells discovered.

A request was made to put Wolverine as the last agenda item.

Authorize Pennoni Addendum #4 for additional WUP Renewal Services-

Item was removed from the agenda.

PRAG/ Lake Hamilton/ FMLC Engagement Letter-

Administrator Irvine stated Rodney Walton was present to discuss financing with FMLC.

Rodney Walton addressed the Council and gave an overview of what they do for Cities regarding loans and financing. He gave an overview of the PowerPoint presentation of both their bond issue program and the bank loan program. The situation in which the town is in is unique, but they are able to provide assistance. He noted 10 to 12 weeks would be the quickest turn around to get something to the developers, but nothing is certain. They will begin with negotiating developers' agreements first.

O'Neill stated the Developer signed an agreement for capacity and they committed to provide 1.5 million dollars. Payments are usually annually, and it is the responsibility of the developer until such time that 75% of the permits have been pulled and impact fees have been paid. Then the Town will take over responsibility of the payments of the loan and pay back money to the developers minus fees and interest. There are ways they will need to track that. The total fees will be around 50 to 90 thousand dollars.

Motion made by O'Neill and a second by Wagner to instruct the Town Administrator to sign the engagement letter with the Florida League of Cities for the FMLC financing program.

Rodney stated there will be another agreement from the bond council.

O'Neill amended the motion to have the mayor's signature instead of the Administrators signature.

No public comments were received.

Motion passed 4-0.

Wolverine-

PWD Lewellen noted that Greneleaf was passing around the offer to other interested parties.

They were given information that there is an investment group purchasing the property and they are looking to annex into the city of Haines City and connecting to the utilities in Haines City.

They won't need utilities after that occurs. If they were successful acquiring it, it would get connected through Haines City and Tom Cloud does not feel comfortable and recommends it is not a good deal, it is too risky. It would most likely be successful, but the Town would have to pay 3 million dollars or more and if no customers are connected it would hold no value. They recommend abandoning the efforts.

Motion made by O'Neill and a second by Wagner to withdraw from the Wolverine project.

No public comments were received.

Motion passed 4-0.

ADJOURNMENT:

Motion made by Wagner to adjourn the special meeting at 6:09 PM.

No public comments were received.

Motion passed 4-0.

ATTEST:

Michael Kehoe, Mayor

Brittney Sandovalsoto, Town Clerk

Sara K. Irvine, Town Administrator

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
310.000 · Taxes				
311.000 · Ad Valorem Taxes	693,599.33	739,200.00	-45,600.67	93.8%
312.000 · Local Option, Use & Fuel Taxes				
312.300 · County 9th Cent Voted Fuel Tax	5,678.57	6,254.00	-575.43	90.8%
312.410 · 1st Local Option Fuel Tax	36,847.84	35,952.00	895.84	102.5%
312.420 · 2nd Local Option Fuel Tax	23,443.40	22,678.00	765.40	103.4%
Total 312.000 · Local Option, Use & Fuel Taxes	65,969.81	64,884.00	1,085.81	101.7%
314.000 · Utility Services Taxes				
314.100 · Electricity	77,827.92	76,996.00	831.92	101.1%
314.300 · Water	60,116.05	31,800.00	28,316.05	189.0%
314.800 · Propane	2,401.71	2,490.00	-88.29	96.5%
Total 314.000 · Utility Services Taxes	140,345.68	111,286.00	29,059.68	126.1%
315.000 · Communications Services Taxes	10,909.57	10,366.00	543.57	105.2%
316.000 · Local Business Tax				
316.001 · Local Tax	1,419.65	6,000.00	-4,580.35	23.7%
316.002 · From County	178.48	520.00	-341.52	34.3%
Total 316.000 · Local Business Tax	1,598.13	6,520.00	-4,921.87	24.5%
Total 310.000 · Taxes	912,422.52	932,256.00	-19,833.48	97.9%
320.000 · PermitsFeesSpecial Assessments				
322.00 · Permits				
322.100 · Building Permits	45,635.77	37,500.00	8,135.77	121.7%
322.200 · BOCC Admin Fee - Impact Fees	2,827.98	2,893.00	-65.02	97.8%
Total 322.00 · Permits	48,463.75	40,393.00	8,070.75	120.0%
323.000 · Franchise Fees				
323.100 · Electricity	64,939.58	62,510.00	2,429.58	103.9%
323.700 · Solid Waste				
323.701 · Republic Services Franchise Fee	16,944.49	15,990.00	954.49	106.0%
Total 323.700 · Solid Waste	16,944.49	15,990.00	954.49	106.0%
Total 323.000 · Franchise Fees	81,884.07	78,500.00	3,384.07	104.3%
324.000 · Impact Fees				
324.210 · Residential-PhysicalEnvironment				
324.211 · Water Impact Fees - Residential	26,092.01	15,262.68	10,829.33	171.0%
Total 324.210 · Residential-PhysicalEnvironment	26,092.01	15,262.68	10,829.33	171.0%
324.220 · Commercial-PhysicalEnvironment				

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
324.221 · Water Impact Fees - Commercial	347,893.50			
Total 324.220 · Commercial-PhysicalEnvironment	347,893.50			
Total 324.000 · Impact Fees	373,985.51	15,262.68	358,722.83	2,450.3%
329.000 · OtherPermitsSpecialAssessments				
329.001 · Golf Cart Registrations	70.00	105.00	-35.00	66.7%
329.002 · Planning Department Fees	478,923.89	20,000.00	458,923.89	2,394.6%
Total 329.000 · OtherPermitsSpecialAssessments	478,993.89	20,105.00	458,888.89	2,382.5%
Total 320.000 · PermitsFeesSpecial Assessments	983,327.22	154,260.68	829,066.54	637.4%
330.000 · Intergovernmental Revenue				
331.000 · Federal Grants				
331.200 · Public Safety				
331.201 · JAGD Grant	0.00	0.00	0.00	0.0%
331.202 · Police Grant JAGC	27,972.60	10,000.00	17,972.60	279.7%
Total 331.200 · Public Safety	27,972.60	10,000.00	17,972.60	279.7%
331.300 · Physical Environment				
331.310 · Water Supply System	219,437.08			
Total 331.300 · Physical Environment	219,437.08			
Total 331.000 · Federal Grants	247,409.68	10,000.00	237,409.68	2,474.1%
334.000 · State Grants				
334.300 · Physical Environment				
334.310 · Water Supply System	-124,610.00			
334.350 · Sewer/Wastewater	0.00	0.00	0.00	0.0%
334.360 · Stormwater Management	0.00	0.00	0.00	0.0%
Total 334.300 · Physical Environment	-124,610.00	0.00	-124,610.00	100.0%
334.700 · Culture and Recreation				
334.701 · FRDAP	0.00	0.00	0.00	0.0%
Total 334.700 · Culture and Recreation	0.00	0.00	0.00	0.0%
Total 334.000 · State Grants	-124,610.00	0.00	-124,610.00	100.0%
335.000 · State Shared Revenues				
335.100 · General Government				
335.140 · Mobile Home License Tax	113.12	100.00	13.12	113.1%
335.150 · Alcoholic Beverage License Tax	0.00	195.00	-195.00	0.0%
335.180 · Local Govt 1/2 Cent Sales Tax	61,114.21	54,375.00	6,739.21	112.4%
335.190 · State Revenue Sharing .08 Tax	26,393.79	28,952.00	-2,558.21	91.2%

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Total 335.100 · General Government	87,621.12	83,622.00	3,999.12	104.8%
335.200 · Public Safety	5.00			
Total 335.000 · State Shared Revenues	87,626.12	83,622.00	4,004.12	104.8%
Total 330.000 · Intergovernmental Revenue	210,425.80	93,622.00	116,803.80	224.8%
340.000 · Charges for Services				
341.000 · General Government				
341.900 · Other General Govt Charges/Fees				
341.901 · General Misc./Elections	0.00	250.00	-250.00	0.0%
341.902 · Lien Search Request	925.00	650.00	275.00	142.3%
Total 341.900 · Other General Govt Charges/Fees	925.00	900.00	25.00	102.8%
Total 341.000 · General Government	925.00	900.00	25.00	102.8%
342.000 · Public Safety				
342.100 · Law Enforcement Services	582.00	525.00	57.00	110.9%
342.500 · Code Enforcement Fees	404.36	6,100.00	-5,695.64	6.6%
Total 342.000 · Public Safety	986.36	6,625.00	-5,638.64	14.9%
343.000 · Physical Environment				
343.100 · Electric Utility	0.00	0.00	0.00	0.0%
343.300 · Water Utility				
343.301 · Water Income	292,523.43	318,000.00	-25,476.57	92.0%
343.302 · Water Meter Set Fees	9,204.00	4,767.00	4,437.00	193.1%
343.303 · Cross Connection Program	465.00	6,795.00	-6,330.00	6.8%
343.305 · Connect/Reconnect Fees	7,650.00	6,550.00	1,100.00	116.8%
343.306 · Water Capacity Fee Escrow	0.00	500,000.00	-500,000.00	0.0%
Total 343.300 · Water Utility	309,842.43	836,112.00	-526,269.57	37.1%
343.400 · Garbage/Solid Waste				
343.401 · Sanitation Income	71,920.14	76,152.00	-4,231.86	94.4%
343.402 · Trash Collection	49,195.80	52,104.00	-2,908.20	94.4%
Total 343.400 · Garbage/Solid Waste	121,115.94	128,256.00	-7,140.06	94.4%
343.500 · Sewer/Wastewater Utility	23,722.53	22,500.00	1,222.53	105.4%
343.550 · Stormwater Management Fees	22,435.24	25,260.00	-2,824.76	88.8%
343.900 · OtherPhysicalEnvironmentCharges				
343.901 · Late Fee Income	16,237.24	10,900.00	5,337.24	149.0%
343.902 · Return Check Revenue	1,400.00	600.00	800.00	233.3%
Total 343.900 · OtherPhysicalEnvironmentCharges	17,637.24	11,500.00	6,137.24	153.4%
Total 343.000 · Physical Environment	494,753.38	1,023,628.00	-528,874.62	48.3%

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
347.000 · Culture and Recreation				
347.400 · Special Events	0.00	50.00	-50.00	0.0%
Total 347.000 · Culture and Recreation	0.00	50.00	-50.00	0.0%
Total 340.000 · Charges for Services	496,664.74	1,031,203.00	-534,538.26	48.2%
343.399 · Conversion Income	-1,064.59			
350.000 · Judgments, Fines and Forfeits				
351.000 · Judgements				
351.100 · County Court Criminal				
351.101 · Police Fines & Forfeitures	6,161.22	12,200.00	-6,038.78	50.5%
351.102 · Police Education	467.01	900.00	-432.99	51.9%
351.103 · Clerk of County Court Fees	0.00	4,000.00	-4,000.00	0.0%
351.104 · Police Investigations	682.90	2,400.00	-1,717.10	28.5%
Total 351.100 · County Court Criminal	7,311.13	19,500.00	-12,188.87	37.5%
Total 351.000 · Judgements	7,311.13	19,500.00	-12,188.87	37.5%
Total 350.000 · Judgments, Fines and Forfeits	7,311.13	19,500.00	-12,188.87	37.5%
360.000 · Miscellaneous Revenues				
361.000 · Interest and Other Earnings				
361.100 · Interest	596.70	3,290.00	-2,693.30	18.1%
Total 361.000 · Interest and Other Earnings	596.70	3,290.00	-2,693.30	18.1%
364.000 · Sales-Disposition of Fixed Assets	0.00	0.00	0.00	0.0%
365.000 · Sales-Surplus Materials/Scrap	0.00	0.00	0.00	0.0%
366.000 · Contributions/Donations-Private	429.00	0.00	429.00	100.0%
369.000 · Other Miscellaneous Revenues				
369.900 · Other	38,444.23	650.00	37,794.23	5,914.5%
Total 369.000 · Other Miscellaneous Revenues	38,444.23	650.00	37,794.23	5,914.5%
Total 360.000 · Miscellaneous Revenues	39,469.93	3,940.00	35,529.93	1,001.8%
380.000 · Non-Operating Revenue				
381.000 · Interfund Group Transfers In	0.00	0.00	0.00	0.0%
384.000 · Debt Proceeds	0.00	0.00	0.00	0.0%
Total 380.000 · Non-Operating Revenue	0.00	0.00	0.00	0.0%
Total Income	2,648,556.75	2,234,781.68	413,775.07	118.5%
Gross Profit	2,648,556.75	2,234,781.68	413,775.07	118.5%
Expense				
510.00 · General Government Services				
511.00 · Legislative				

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
511.10 · Personnel Services				
511.11 · Executive Salaries	1,800.00	3,180.00	-1,380.00	56.6%
511.24 · Workers' Compensation	16,322.00	34,080.00	-17,758.00	47.9%
Total 511.10 · Personnel Services	18,122.00	37,260.00	-19,138.00	48.6%
511.30 · Operating Expenditures/Expenses				
511.31 · Professional Services	95,452.80	37,500.00	57,952.80	254.5%
511.40 · Travel and Per Diem	2,248.70	500.00	1,748.70	449.7%
511.45 · Insurance	38,397.25	38,000.00	397.25	101.0%
511.46 · Repair & Maintenance Services	279.84			
511.47 · Printing & Binding	4,052.29	1,900.00	2,152.29	213.3%
511.48 · Promotional Activities	2,665.30	4,000.00	-1,334.70	66.6%
511.49 · Other Current Charges/Obligations	211.20			
511.52 · Operating Supplies	49.65			
511.54 · Books/Publication Subscriptions	1,825.77	1,250.00	575.77	146.1%
511.55 · Training	300.00	300.00	0.00	100.0%
Total 511.30 · Operating Expenditures/Expenses	145,482.80	83,450.00	62,032.80	174.3%
511.60 · Capital Outlay				
511.62 · Buildings	618,594.36			
511.63 · Infrastructure	4,999.25	0.00	4,999.25	100.0%
Total 511.60 · Capital Outlay	623,593.61	0.00	623,593.61	100.0%
511.70 · Debt Service				
511.71 · Principal	28,329.81	28,329.81	0.00	100.0%
511.72 · Interest	27,853.96	27,853.96	0.00	100.0%
Total 511.70 · Debt Service	56,183.77	56,183.77	0.00	100.0%
511.90 · Other Uses				
511.91 · Intragovernmental Transfers	0.00	0.00	0.00	0.0%
Total 511.90 · Other Uses	0.00	0.00	0.00	0.0%
Total 511.00 · Legislative	843,382.18	176,893.77	666,488.41	476.8%
513.00 · Financial and Administrative				
513.10 · Personnel Services				
513.12 · Regular Salaries & Wages	74,476.98	96,761.00	-22,284.02	77.0%
513.15 · Special Pay	364.00	363.98	0.02	100.0%
513.21 · FICA Taxes	37,408.23	7,429.84	29,978.39	503.5%
513.22 · Retirement Contributions	3,008.53	3,371.00	-362.47	89.2%
513.23 · Life and Health Insurance	16,934.24	22,304.00	-5,369.76	75.9%
Total 513.10 · Personnel Services	132,191.98	130,229.82	1,962.16	101.5%
513.30 · Operating Expenditures/Expenses				

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
513.32 · Accounting & Auditing	32,491.48	34,700.00	-2,208.52	93.6%
513.40 · Travel and Per Diem	1,028.40	950.00	78.40	108.3%
513.41 · Communication Services	1,226.40	1,750.00	-523.60	70.1%
513.43 · Utility Services	1,409.96	1,750.00	-340.04	80.6%
513.44 · Rentals & Leases	1,129.88	900.00	229.88	125.5%
513.46 · Repair & Maintenance Services	511.06	600.00	-88.94	85.2%
513.47 · Printing & Binding	0.00	800.00	-800.00	0.0%
513.49 · OtherCurrentCharges/Obligations				
513.492 · Advertising	125.50	700.00	-574.50	17.9%
513.49 · OtherCurrentCharges/Obligations - Other	264.16			
Total 513.49 · OtherCurrentCharges/Obligations	389.66	700.00	-310.34	55.7%
513.52 · Operating Supplies				
513.522 · Fuel	42.05	225.00	-182.95	18.7%
513.52 · Operating Supplies - Other	3,656.37	5,000.00	-1,343.63	73.1%
Total 513.52 · Operating Supplies	3,698.42	5,225.00	-1,526.58	70.8%
513.54 · BooksPublicaSubscripMemberships	1,986.88	1,750.00	236.88	113.5%
513.55 · Training	100.00	1,300.00	-1,200.00	7.7%
Total 513.30 · Operating Expenditures/Expenses	43,972.14	50,425.00	-6,452.86	87.2%
Total 513.00 · Financial and Administrative	176,164.12	180,654.82	-4,490.70	97.5%
Total 510.00 · General Government Services	1,019,546.30	357,548.59	661,997.71	285.1%
520.00 · Public Safety				
521.00 · Law Enforcement				
521.10 · Personnel Services				
521.12 · Regular Salaries & Wages	201,630.35	248,442.00	-46,811.65	81.2%
521.14 · Overtime	12,944.17	7,500.00	5,444.17	172.6%
521.15 · Special Pay	5,172.00	5,518.00	-346.00	93.7%
521.21 · FICA Taxes	0.00	20,000.00	-20,000.00	0.0%
521.22 · Retirement Contributions	8,566.45	10,111.00	-1,544.55	84.7%
521.23 · Life and Health Insurance	43,375.39	61,318.00	-17,942.61	70.7%
Total 521.10 · Personnel Services	271,688.36	352,889.00	-81,200.64	77.0%
521.30 · Operating Expenditures/Expenses				
521.31 · Professional Services	23,336.00	26,800.00	-3,464.00	87.1%
521.40 · Travel and Per Diem	1,857.06	1,000.00	857.06	185.7%
521.41 · Communication Services	13,086.75	13,500.00	-413.25	96.9%
521.43 · Utility Services	1,167.88	1,500.00	-332.12	77.9%
521.44 · Rentals & Leases	1,092.50	1,748.00	-655.50	62.5%
521.46 · Repair & Maintenance Services	7,647.07	4,240.00	3,407.07	180.4%
521.47 · Printing & Binding	0.00	1,200.00	-1,200.00	0.0%
521.52 · Operating Supplies				
521.521 · Other Operating Supplies	8,599.35	8,800.00	-200.65	97.7%

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
521.522 · Fuel Expenses	15,257.22	9,996.00	5,261.22	152.6%
521.523 · Uniforms	3,855.41	2,500.00	1,355.41	154.2%
Total 521.52 · Operating Supplies	27,711.98	21,296.00	6,415.98	130.1%
521.54 · BooksPublicaSubscripMemberships	8,417.63	2,700.00	5,717.63	311.8%
521.55 · Training	1,277.50	4,500.00	-3,222.50	28.4%
Total 521.30 · Operating Expenditures/Expenses	85,594.37	78,484.00	7,110.37	109.1%
521.60 · Capital Outlay				
521.64 · Machinery & Equipment				
521.642 · Vehicles and Equipment	13,698.60	14,000.00	-301.40	97.8%
521.643 · Grant	25,633.58	11,000.00	14,633.58	233.0%
Total 521.64 · Machinery & Equipment	39,332.18	25,000.00	14,332.18	157.3%
Total 521.60 · Capital Outlay	39,332.18	25,000.00	14,332.18	157.3%
Total 521.00 · Law Enforcement	396,614.91	456,373.00	-59,758.09	86.9%
524.00 · Building & Planning				
524.10 · Personnel Services				
524.12 · Regular Salaries & Wages	64,840.46	234.00	64,606.46	27,709.6%
524.15 · Special Pay	286.00	0.00	286.00	100.0%
524.21 · FICA Taxes	0.00	5,223.00	-5,223.00	0.0%
524.22 · Retirement Contributions	1,209.52	1,213.00	-3.48	99.7%
524.23 · Life and Health Insurance	5,884.37	5,576.00	308.37	105.5%
524.10 · Personnel Services - Other	0.00	68,022.00	-68,022.00	0.0%
Total 524.10 · Personnel Services	72,220.35	80,268.00	-8,047.65	90.0%
524.30 · Operating Expenditures/Expenses				
524.31 · Professional Services	51,479.75	32,000.00	19,479.75	160.9%
524.40 · Travel and Per Diem	105.00	230.00	-125.00	45.7%
524.41 · Communication Services	999.31	1,004.00	-4.69	99.5%
524.43 · Utility Services	1,078.53	1,252.00	-173.47	86.1%
524.44 · Rentals & Leases	60.79	254.00	-193.21	23.9%
524.52 · Operating Supplies				
524.521 · Other Operating Supplies	5,940.69	3,000.00	2,940.69	198.0%
524.522 · Fuel Expenses	0.00	254.00	-254.00	0.0%
Total 524.52 · Operating Supplies	5,940.69	3,254.00	2,686.69	182.6%
524.54 · BooksPublicaSubscripMemberships	6,522.50	5,000.00	1,522.50	130.5%
524.55 · Training	0.00	0.00	0.00	0.0%
Total 524.30 · Operating Expenditures/Expenses	66,186.57	42,994.00	23,192.57	153.9%
Total 524.00 · Building & Planning	138,406.92	123,262.00	15,144.92	112.3%

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Total 520.00 · Public Safety	535,021.83	579,635.00	-44,613.17	92.3%
530.00 · Physical Environment				
533.00 · Water Utility Services				
533.10 · Personnel Services				
533.12 · Regular Salaries & Wages	60,678.04	57,204.00	3,474.04	106.1%
533.14 · Overtime	4,095.33	7,500.00	-3,404.67	54.6%
533.15 · Special Pay	4,963.00	8,154.00	-3,191.00	60.9%
533.21 · FICA Taxes	0.00	5,578.00	-5,578.00	0.0%
533.22 · Retirement Contributions	4,590.24	5,214.00	-623.76	88.0%
533.23 · Life and Health Insurance	16,926.50	16,728.00	198.50	101.2%
Total 533.10 · Personnel Services	91,253.11	100,378.00	-9,124.89	90.9%
533.30 · Operating Expenditures/Expenses				
533.31 · Professional Services				
533.311 · Engineering Services	36,069.21	5,000.00	31,069.21	721.4%
533.31 · Professional Services - Other	6,158.00	11,500.00	-5,342.00	53.5%
Total 533.31 · Professional Services	42,227.21	16,500.00	25,727.21	255.9%
533.34 · Other Services	0.00	10,000.00	-10,000.00	0.0%
533.40 · Travel and Per Diem	101.00	300.00	-199.00	33.7%
533.41 · Communication Services	2,323.89	2,250.00	73.89	103.3%
533.43 · Utility Services	12,329.77	18,000.00	-5,670.23	68.5%
533.44 · Rentals & Leases	2,109.50	1,252.00	857.50	168.5%
533.45 · Insurance	23,000.00	23,000.00	0.00	100.0%
533.46 · Repair & Maintenance Services	31,172.79	27,502.00	3,670.79	113.3%
533.47 · Printing & Binding	0.00	750.00	-750.00	0.0%
533.52 · Operating Supplies				
533.521 · Other Operating Supplies	18,449.76	20,002.00	-1,552.24	92.2%
533.522 · Fuel Expenses	1,562.81	3,000.00	-1,437.19	52.1%
533.523 · Uniforms	420.00	254.00	166.00	165.4%
Total 533.52 · Operating Supplies	20,432.57	23,256.00	-2,823.43	87.9%
533.54 · BooksPublicaSubscripMemberships	379.00	2,194.00	-1,815.00	17.3%
533.55 · Training	159.00	950.00	-791.00	16.7%
533.59 · Depreciation	157.00			
Total 533.30 · Operating Expenditures/Expenses	134,391.73	125,954.00	8,437.73	106.7%
533.60 · Capital Outlay				
533.63 · Infrastructure				
533.631 · In house water projects	13,837.60	5,000.00	8,837.60	276.8%
533.632 · Water Distribution System	174,834.80			
533.633 · Water other capital cost AWS	0.00	0.00	0.00	0.0%
Total 533.63 · Infrastructure	188,672.40	5,000.00	183,672.40	3,773.4%

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
533.64 · Machinery & Equipment	5,984.33	0.00	5,984.33	100.0%
Total 533.60 · Capital Outlay	194,656.73	5,000.00	189,656.73	3,893.1%
533.70 · Debt Service				
533.71 · Principal				
533.712 · 2021 WDS lines	39,687.50	45,883.00	-6,195.50	86.5%
533.713 · Water Treatment Plant	0.00	0.00	0.00	0.0%
Total 533.71 · Principal	39,687.50	45,883.00	-6,195.50	86.5%
533.73 · Other Debt Service Costs				
533.731 · Hydrogen Sulfide Debt Service	6,146.95	6,147.00	-0.05	100.0%
Total 533.73 · Other Debt Service Costs	6,146.95	6,147.00	-0.05	100.0%
Total 533.70 · Debt Service	45,834.45	52,030.00	-6,195.55	88.1%
Total 533.00 · Water Utility Services	466,136.02	283,362.00	182,774.02	164.5%
534.00 · Sanitation				
534.10 · Personnel Services				
534.12 · Regular Salaries & Wages	20,873.56	24,689.00	-3,815.44	84.5%
534.21 · FICA Taxes	0.00	1,887.00	-1,887.00	0.0%
534.22 · Retirement Contributions	0.00	439.00	-439.00	0.0%
534.23 · Life and Health Insurance	5,509.85	5,576.00	-66.15	98.8%
Total 534.10 · Personnel Services	26,383.41	32,591.00	-6,207.59	81.0%
534.30 · Operating Expenditures/Expenses				
534.34 · Other Services	76,232.18	92,504.00	-16,271.82	82.4%
534.41 · Communication Services	737.64	502.00	235.64	146.9%
534.46 · Repair & Maintenance Services	7,360.10	3,502.00	3,858.10	210.2%
534.51 · Office Supplies	0.00	0.00	0.00	0.0%
534.52 · Operating Supplies				
534.521 · Other Operating Supplies	2,036.19	750.00	1,286.19	271.5%
534.522 · Fuel Expenses	2,520.81	1,760.00	760.81	143.2%
534.523 · Uniforms	123.00	0.00	123.00	100.0%
Total 534.52 · Operating Supplies	4,680.00	2,510.00	2,170.00	186.5%
534.55 · Training	1,089.69	500.00	589.69	217.9%
Total 534.30 · Operating Expenditures/Expenses	90,099.61	99,518.00	-9,418.39	90.5%
534.60 · Capital Outlay				
534.64 · Machinery & Equipment	5,984.33	17,154.00	-11,169.67	34.9%
Total 534.60 · Capital Outlay	5,984.33	17,154.00	-11,169.67	34.9%
534.70 · Debt Service				

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
534.71 · Principal	20,008.80	0.00	20,008.80	100.0%
Total 534.70 · Debt Service	20,008.80	0.00	20,008.80	100.0%
Total 534.00 · Sanitation	142,476.15	149,263.00	-6,786.85	95.5%
535.00 · Sewer / Wastewater Services				
535.10 · Personnel Services				
535.12 · Regular Salaries & Wages	6,567.55	6,827.00	-259.45	96.2%
535.15 · Special Pay	1,040.00			
535.21 · FICA Taxes	0.00	522.00	-522.00	0.0%
535.10 · Personnel Services - Other	0.00	0.00	0.00	0.0%
Total 535.10 · Personnel Services	7,607.55	7,349.00	258.55	103.5%
535.30 · Operating Expenditures/Expenses				
535.31 · Professional Services	124,197.62	5,000.00	119,197.62	2,484.0%
535.32 · Accounting & Auditing	30.00			
535.40 · Travel and Per Diem	0.00	0.00	0.00	0.0%
535.41 · Communication Services	528.64	750.00	-221.36	70.5%
535.43 · Utility Services	1,006.39	750.00	256.39	134.2%
535.45 · Insurance	0.00	0.00	0.00	0.0%
535.46 · Repair & Maintenance Services	2,111.95	2,752.00	-640.05	76.7%
535.52 · Operating Supplies	9,544.92	8,504.00	1,040.92	112.2%
535.54 · BooksPublicaSubscripMemberships	0.00	50.00	-50.00	0.0%
535.55 · Training	0.00	0.00	0.00	0.0%
Total 535.30 · Operating Expenditures/Expenses	137,419.52	17,806.00	119,613.52	771.8%
535.60 · Capital Outlay				
535.63 · Infrastructure	14,900.00	0.00	14,900.00	100.0%
535.64 · Machinery & Equipment	6,249.67			
Total 535.60 · Capital Outlay	21,149.67	0.00	21,149.67	100.0%
535.70 · Debt Service				
535.71 · Principal	1,539.06	1,539.00	0.06	100.0%
Total 535.70 · Debt Service	1,539.06	1,539.00	0.06	100.0%
Total 535.00 · Sewer / Wastewater Services	167,715.80	26,694.00	141,021.80	628.3%
Total 530.00 · Physical Environment	776,327.97	459,319.00	317,008.97	169.0%
540.00 · Transportation				
541.00 · Road & Street Facilities				
541.10 · Personnel Services				
541.12 · Regular Salaries & Wages	20,336.31	24,853.00	-4,516.69	81.8%
541.21 · FICA Taxes	0.00	1,906.00	-1,906.00	0.0%
541.22 · Retirement Contributions	0.00	114.00	-114.00	0.0%

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
541.23 · Life and Health Insurance	4,642.60	5,576.00	-933.40	83.3%
Total 541.10 · Personnel Services	24,978.91	32,449.00	-7,470.09	77.0%
541.30 · Operating Expenditures/Expenses				
541.31 · Professional Services	5,094.74	7,500.00	-2,405.26	67.9%
541.41 · Communication Services	528.64	254.00	274.64	208.1%
541.43 · Utility Services	12,745.51	7,500.00	5,245.51	169.9%
541.451 · NPDES/Stormwater Expense	287.11	2,250.00	-1,962.89	12.8%
541.46 · Repair & Maintenance Services	2,771.44	6,000.00	-3,228.56	46.2%
541.52 · Operating Supplies				
541.521 · Other Operating Supplies	6,356.06	2,504.00	3,852.06	253.8%
541.522 · Fuel Expenses	1,562.80	952.00	610.80	164.2%
541.523 · Uniforms	120.03	0.00	120.03	100.0%
Total 541.52 · Operating Supplies	8,038.89	3,456.00	4,582.89	232.6%
541.53 · Road Materials & Supplies	9,883.00	3,750.00	6,133.00	263.5%
541.55 · Training	0.00	700.00	-700.00	0.0%
Total 541.30 · Operating Expenditures/Expenses	39,349.33	31,410.00	7,939.33	125.3%
541.60 · Capital Outlay				
541.63 · Infrastructure	0.00	0.00	0.00	0.0%
541.64 · Machinery & Equipment	5,984.34			
Total 541.60 · Capital Outlay	5,984.34	0.00	5,984.34	100.0%
Total 541.00 · Road & Street Facilities	70,312.58	63,859.00	6,453.58	110.1%
Total 540.00 · Transportation	70,312.58	63,859.00	6,453.58	110.1%
570.00 · Culture & Recreation				
572.00 · Parks and Recreation				
572.10 · Personnel Services				
572.12 · Regular Salaries & Wages	18,490.49	24,853.00	-6,362.51	74.4%
572.21 · FICA Taxes	0.00	1,906.00	-1,906.00	0.0%
572.22 · Retirement Contributions	0.00	134.00	-134.00	0.0%
572.23 · Life and Health Insurance	69.51	5,576.00	-5,506.49	1.2%
Total 572.10 · Personnel Services	18,560.00	32,469.00	-13,909.00	57.2%
572.30 · Operating Expenditures/Expenses				
572.31 · Professional Services	7,400.00	12,500.00	-5,100.00	59.2%
572.41 · Communication Services	528.63	254.00	274.63	208.1%
572.43 · Utility Services	1,752.55	1,748.00	4.55	100.3%
572.46 · Repair & Maintenance Services	4,151.50	2,504.00	1,647.50	165.8%
572.52 · Operating Supplies				
572.521 · Other Operating Supplies	3,294.99	2,250.00	1,044.99	146.4%
572.522 · Fuel Expenses	1,613.21	1,004.00	609.21	160.7%

Town of Lake Hamilton
Unaudited Profit & Loss Budget vs. Actual
October 2021 through March 2022

Accrual Basis

	Oct '21 - Mar 22	Budget	\$ Over Budget	% of Budget
572.523 · Uniforms	205.46	0.00	205.46	100.0%
Total 572.52 · Operating Supplies	5,113.66	3,254.00	1,859.66	157.1%
Total 572.30 · Operating Expenditures/Expenses	18,946.34	20,260.00	-1,313.66	93.5%
572.60 · Capital Outlay				
572.63 · Infrastructure	0.00	0.00	0.00	0.0%
572.64 · Machinery & Equipment	5,984.33	2,500.00	3,484.33	239.4%
Total 572.60 · Capital Outlay	5,984.33	2,500.00	3,484.33	239.4%
Total 572.00 · Parks and Recreation	43,490.67	55,229.00	-11,738.33	78.7%
Total 570.00 · Culture & Recreation	43,490.67	55,229.00	-11,738.33	78.7%
590.100 · Muni-Link Dep Refund Clearing	0.00			
66900 · Reconciliation Discrepancies	0.01			
Total Expense	2,444,699.36	1,515,590.59	929,108.77	161.3%
Net Ordinary Income	203,857.39	719,191.09	-515,333.70	28.3%
Net Income	203,857.39	719,191.09	-515,333.70	28.3%

3:52 PM

06/01/22

Accrual Basis

Town of Lake Hamilton
Summary Balance Sheet
As of March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	1,941,963.07
Accounts Receivable	96,813.94
Other Current Assets	798,012.09
	<hr/>
Total Current Assets	2,836,789.10
Fixed Assets	9,129,438.56
	<hr/>
TOTAL ASSETS	11,966,227.66
	<hr/> <hr/>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	55,627.22
Other Current Liabilities	1,261,408.73
	<hr/>
Total Current Liabilities	1,317,035.95
Long Term Liabilities	3,548,330.29
	<hr/>
Total Liabilities	4,865,366.24
Equity	7,100,861.42
	<hr/>
TOTAL LIABILITIES & EQUITY	11,966,227.66
	<hr/> <hr/>

ORDINANCE O-22-19

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, SAID AMENDMENT BEING KNOWN AS AMENDMENT 22S07, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURAL TO RESIDENTIAL LANDS 5 FOR A 10.23 ACRE PARCEL OF LAND LOCATED APPROXIMATELY 640 FEET EAST OF SCENIC HIGHWAY AND APPROXIMATELY 1335 FEET SOUTH OF HATCHINEHA ROAD IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF SCRIVENER'S ERRORS AND INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 163.3161 through 163.3215, 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 Florida Statutes § 163.3184, the Town Council has held meetings and hearings on **Ordinance O-22-19**, 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, AS FOLLOWS:

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.

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

SECTION 4. SCRIVENER'S ERRORS AND INCORPORATION INTO COMPREHENSIVE PLAN

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Comprehensive Plan, and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter", "Section", "Article", or some other appropriate word or phrase to accomplish incorporation into the Comprehensive Plan, and regardless of whether this Ordinance is ever included in the Comprehensive Plan, the Ordinance may be renumbered or re-lettered and typographical errors, scrivener's errors, and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing. by filing a corrected or recodified copy of same with the Town Clerk

SECTION 5. CONFLICTS.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect

SECTION 6. EFFECTIVE DATE.

This amendment is considered a small scale development amendment per Florida Statue § 163.3187(1). The effective date of this plan amendment shall be 31 days after adoption. If challenged within 30 days after adoption, this amendment may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance.

INTRODUCED AND PASSED on first reading this 3rd day of May 2022.

PASSED AND ADOPTED on second reading this day of 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

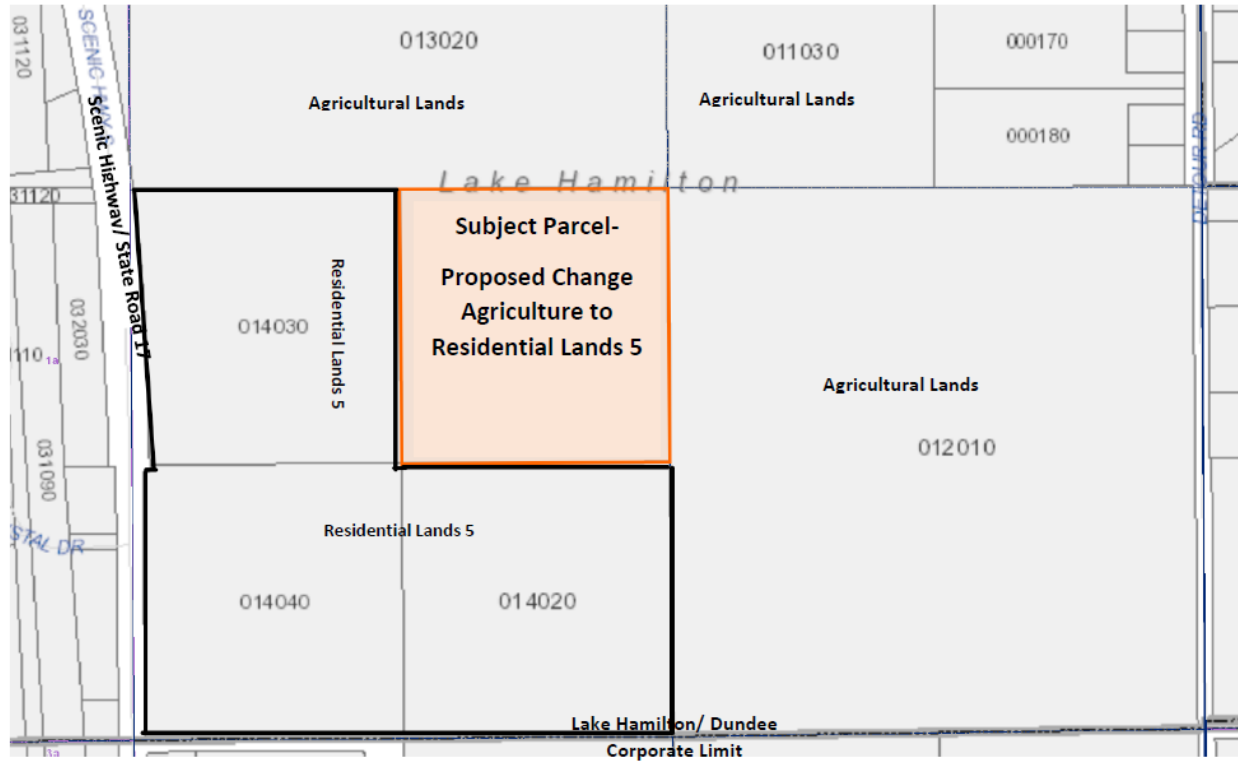
Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

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

Exhibit “A”

Proposed Future Land Use Map



ORDINANCE O-22-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING THE LAKE HAMILTON CODE OF ORDINANCES, BY AMENDING ARTICLE II. SECTION 8-24 FEES FOR DUPLICATE SERVICES, PERMIT TRANSFERS, RE-INSPECTIONS, AND PLAN RE-SUBMITTALS, BY AMENDING SECTION 8-25 PERMITTING FEES, AND BY DELETING SECTION 8-64 PROVISION OF NUMERALS BY TOWN TO OWNERS OF STRUCTURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Lake Hamilton adopted permit fees for building, electrical, plumbing, gas, and mechanical codes on April 3, 2012, that reflected the cost to the Town reviewing, issuing, inspecting and otherwise administering the codes; and

WHEREAS, the Building Department has conducted a review of the permit fees currently charged by the Town and recommends the permit fees contained herein as approximately the actual cost of the overall administration required by the Town Code of Ordinances.

ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. AMENDMENT TO LAKE HAMILTON CODE ORDINANCES.

- (A) Section 8-64 of the Code of Ordinances of the Town of Lake Hamilton, Florida, is hereby deleted in its entirety.
- (B) Sections 8-24 and 8-25 of the Code of Ordinances of the Town of Lake Hamilton, Florida, are hereby amended and shall read as follows (~~strike through~~ language deleted, underline language added):

Sec. 8-24. Fees for duplicate services, permit transfers, re-inspections, and plan re-submittals.

The following fees shall apply to duplicate services, permit transfers, re-inspections, and plan re-submittals.

- (1) Duplicate Services.
 - a. Duplicate permit cards ~~\$10.00~~ \$15.00 per card.
 - b. Duplicate re-stamp of plans, energy calculations, truss engineering, and/or plot plans:
 - 1. First time: ~~\$10.00~~ \$30.00 per plan, ~~page, or set.~~
 - 2. Subsequent times: ~~\$14.00~~ \$45.00 per plan, ~~page, or set.~~

- (2) Permit Transfers. Fee to transfer a valid permit from one qualified contractor to another: ~~\$30.00~~ \$35.00.
- (3) Re-examination Fees. Fee for reviewing resubmitted plans, energy calculations, truss engineering, and/or plot plan changes to previously reviewed and stamped documents or requested by the application for residential property: Non-refundable. Up to 50% of Section 8-25 (a) "Permitting fee Schedule". Building Plans Reviewer has discretion.
- a. ~~First time: \$15.00 per plan, page, or set.~~
- b. ~~Subsequent times: \$30.00 per plan, page, or set.~~

Sec. 8-25. Permitting fees. Schedule of permitting fees: Building

~~(a) Total valuation permit fee.~~

(a) Permitting Fee Schedule.

Total Valuation	Permit Fees
\$1,000.00 and less	\$22.00
\$1,001.00 to \$50,000.00	\$22.00 for the first \$1,000.00, plus \$7.15 for each additional \$1,000.00 or portion thereof up to \$50,000.00.
\$50,001.00 to \$100,000.00	\$372.35 for the first \$50,000.00, plus \$6.33 for each additional \$1,000.00 or portion thereof up to \$100,000.00.
\$100,001.00 to \$500,000.00	\$630.25 for the first \$100,000.00, plus \$5.23 for each additional, \$1,000.00 or portion thereof up to \$500,000.00.
\$500,001.00 and up	\$2,772.28 plus \$4.68 for each additional \$1,000.00 or portion thereof.

(b) Building Permit Fees.

- ~~New construction: as per building valuations data chart.~~ New Construction Valuation: As per the current ICC Building Valuations Data sheet
- Modification, alterations, repairs, etc.: As per Permitting fee schedule, subject to Section 108.2 of the Florida Building Code
- Site plan/ technical review: Board review fees shall be 50% of the Permit Fee Schedule or a minimum base fee of ~~\$11.00~~ \$15.00, for construction with a valuation of \$1,000 or less. Construction over \$1,000.00 up to \$50,000 shall require a minimum base fee of ~~\$11.00~~ \$15.00 plus \$3.71 for each additional \$1,000.00 or portion thereof in value. Construction over \$50,001.00 up to \$100,000.00 shall require a minimum base fee of \$192.64 plus \$3.06 for each additional \$1,000.00 or portion thereof in value. Construction over \$100,001.00 up to \$500,000.00 shall require a minimum base of \$145.54 plus \$2.61 for each additional \$1,000.00 or portion thereof in value. Construction over \$500,001.00 and up shall require a minimum base fee of \$1,388.34.00 plus \$2.33 for each additional \$1,000.00 or portion thereof in value. These fees are to be paid at the time of application and are non-refundable. All new industrial, institutional, church, and commercial construction and additions require a site plan/ technical review board review

(c) Electrical, Mechanical, Plumbing, and Gas Permit Fees.

1. New Construction (in association with a building permit) and mobile home setup Permits: \$82.50 each
2. Modifications, alterations, repairs, etc.: As per the Permitting Fee Schedule, subject to Section 108.2 of the Florida Building Code

(d) *Miscellaneous Permit Fees:*

1. Manufactured Home Setup: \$275.00 (Department of Community Affairs Sticker).
2. Moving a building or structure to outside town limits: \$137.50
3. Moving a building or structure from outside town limits to inside town limits: \$275.00
4. Moving a building or structure from lot to lot inside the Town limits: \$440.00
5. Demolition with a contract valuation of \$3,000.00 or less: \$110.00
6. Demolition with a contract valuation of \$3,000.00 or more: \$110.00 plus .005% for each additional \$1,000.00 or portions thereof. ~~A bond of ten percent of the contract price is required.~~
7. Temporary Structure (construction trailer or tents): \$110.00
8. Change of Occupancy: \$38.50
9. Temporary Electrical Pole: \$55.00
10. Signs (temporary with 30 day maximum every 6 months): \$55.00 (excludes yard signs)
11. Signs (permanent): per subsection (a) Permitting Fee Schedule
12. Signs (face change): \$40.00
13. Fences less than \$3,000.00: \$38.50
14. Fences greater than \$3,000.00: per subsection (a) Permitting Fee Schedule
15. All other types of construction: per subsection (a) Permitting Fee Schedule

(e) *Miscellaneous Permit Fees.*

1. Administrative fee: ~~\$22.00~~ \$30.00 (applies to all permits and is non-refundable)
2. Re-inspection Fee: ~~\$27.50~~ \$35.00 with Written Correction Notice
3. Working without a permit: \$82.50 or double permit fee per subsection (a) Permitting Fee Schedule, whichever is greater
4. Building Plan Review Fee: 50% of subsection (a) of Permitting Fee Schedule (non-refundable)
5. Building Plan Revisions: ~~\$17.37 per plan. Subsequent times: \$34.73.~~ Up to 50% of subsection (a) Permitting Fee Schedule (non-refundable). Building Plans Reviewer has discretion.
6. Site Plan Review Fee: 50% of subsection (a) Permitting Fee Schedule (non-refundable)
7. Duplications services of permit cards and building plans: ~~\$11.00 per card or plan. Subsequent times: \$15.40~~ \$15.00 per card.
8. Duplication services of plans: \$100.00 per plan
8. 9. Permit transfers: ~~\$33.00~~ \$35.00

SECTION 2. SEVERABILITY.

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

SECTION 3. CODIFICATION AND SCRIVENER'S ERRORS.

The Town Council intends that this Ordinance be made part of the Town of Lake Hamilton Code of Ordinances, and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance may be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing.

SECTION 4. CONFLICTS.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect

SECTION 5. EFFECTIVE DATE.

This ordinance shall become effective immediately after passage.

INTRODUCED AND PASSED on first reading this 3rd day of MAY 2022.

PASSED AND ADOPTED on second reading this day of 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

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

May 11, 2022

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

THIS SECOND AMENDED AND RESTATED PROJECT IMPLEMENTATION AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative”), whose address is P.O. Box 9005, Bartow, Florida 33831, the City of Auburndale whose address is P.O. Box 186, Auburndale, Florida 33823, the City of Bartow whose address is 450 North Wilson Avenue, Bartow, Florida 33833, the City of Davenport whose address is P.O. Box 125, Davenport, Florida 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, Florida 33839, the City of Fort Meade whose address is 8 West Broadway Street, Fort Meade, Florida 33841, the City of Haines City whose address is 620 E. Main Street, Haines City, Florida 33844, the City of Lake Alfred whose address is 155 East Pomelo Street, Lake Alfred, Florida 33850, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, Florida 33859, the City of Lakeland whose address is 228 South Massachusetts Avenue., Lakeland, Florida 33801, the City of Mulberry whose address is P.O. Box 707, Mulberry, Florida 33860, the City of Winter Haven whose address is P.O. Box 2270, Winter Haven, Florida 33883, the Town of Dundee whose address is 2020 East Main Street, Dundee, Florida 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, Florida 33851, Polk City, a Florida municipal corporation (fka “City of Polk City”), whose address is 123 Broadway Blvd SE, Polk City, Florida 33868, and Polk County (“Polk County”), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a “Party” and collectively referred to as the “Parties.”

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

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

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

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

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

1.3 “Anchor Project Participants” mean the City of Auburndale, City of Davenport, City of Haines City, City of Winter Haven and Polk County.

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

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

1.6 “Capital Cost” means fixed, one-time expenses incurred for the acquisition of real property, tangible property and intangible property, the construction of tangible personal property and other expenditures required for the production of water and other goods or the

rendering of services in connection with the Project, including without limitation the Southeast Wellfield Refund Cost.

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

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

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

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

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

Replacement and Renewal Cost, Fixed Operation and Maintenance Cost, Reserves and Variable Operation and Maintenance Cost.

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

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

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

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

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

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

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

1.19 “Force Majeure Event” means an event not the fault of, and beyond the reasonable control of a Party claiming excuse when it is either impossible or extremely impracticable for such Party to perform the obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood, earth movement, pandemic, or similar catastrophic event; (b) an act of public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar

concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Project Permits or essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

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

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

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

1.23 “MGD” means million gallons a day.

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

1.25 “Operation and Maintenance Cost” means any and all costs incurred by the Project Board including: costs of operating, maintaining and administering the Project; related costs of operation, maintenance, management, security and development of the Project; labor and labor overhead costs; costs associated with tools, equipment, vehicles, supplies, materials and services; any costs of the operation, maintenance, management, security or development of the Project, that is not (i) a Capital Replacement and Renewal Cost or (ii) payable from the proceeds of any Obligation. Operation and Maintenance Costs, to the extent not (i) constituting a Capital

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

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

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

1.28 “Project” means the Southeast Wellfield.

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

1.30 “Project Associate” means a Party to this Agreement who has elected to become a Project Associate in order to stay abreast of the status of the Project and enable them to make informed decisions about future participation as a Project Participant. A Project Associate has no financial responsibility or liability for the Project or voting rights but may inform the Cooperative about its future plans or needs for Project Water, and make comments and recommendations to the Project Board about the Project’s direction and scope. A Project Associate is not a Project Participant as defined herein.

1.31 “Project Board” shall have the same meaning as in the Interlocal Agreement.

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

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

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

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

1.36 “Project Water Service” means the delivery of Project Water by the Cooperative to the Points of Connection for use by the Project Participants.

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

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

1.39 “PSI” means pounds per square inch.

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

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

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

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

1.44 “Variable Operation and Maintenance Costs” means all Operation and Maintenance Costs that change in direct proportion to changes in the volume of finished water produced by the Project, including, but not limited to, power, chemical, water purchases and Water Transfer Costs.

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

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

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

2045 Water Allotment Table

Name of Party	2045 Water Allotment Annual Average (MGD)	2045 Water Allotment Percentage (%)

Name of Party	2045 Water Allotment Annual Average (MGD)	2045 Water Allotment Percentage (%)
City of Auburndale	1.65	10.89%
City of Bartow	0.36	2.38%
City of Davenport	2.72	17.95%
<i>* City of Eagle Lake</i>	<i>Project Associate</i>	
<i>* City of Fort Meade</i>	<i>Project Associate</i>	
City of Haines City	3.50	23.10%
City of Lake Alfred	1.00	6.60%
<i>*City of Lake Wales</i>	<i>Project Associate</i>	
City of Lakeland	0.10	0.66%
<i>* City of Mulberry</i>	<i>Project Associate</i>	
<i>* Polk City</i>	<i>Project Associate</i>	
City of Winter Haven	1.52	10.03%
Town of Dundee	0.90	5.94%
<i>*Town of Lake Hamilton</i>	<i>Project Associate</i>	
Polk County	3.40	22.45%
TOTAL	15.15	100.00%

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

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

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

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

1.52 “Weighted Vote Method” means that each Director is assigned a vote based on its Water Allotment percentage under the Water Allotment Table identified in Section 1.47.

2. PURPOSE OF THE AGREEMENT.

2.1 Overall Agreement. This Agreement governs the overall implementation of the Project, which includes design, permitting, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Cooperative. It is the intent of this Agreement that Project Water be used to help serve the needs of the Project Participants.

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

2.3 Amended and Restated Implementation Agreement for Southeast Wellfield Superseded. This Agreement supersedes and replaces the Amended and Restated Agreement for the Southeast Wellfield entered into by the Parties on or about March 16, 2022 on the Effective Date of this Agreement.

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

2.5 Project Participants and Project Associates. Each Party to this Agreement electing Project Associate status may at any time submit an election in writing to change its status to Project Participant. To receive Project Participant status, the Project Associate shall, prior to the end of the fiscal year, deliver to the Cooperative its Project Water Estimate and pay to

the Cooperative its proportionate share of the Capital Cost, Capital Renewal and Replacement Cost, Debt Service Cost, Fixed Operation and Maintenance Costs and Reserves, incurred to date by Project Participants, as well as 2.5% of its proportionate share of such costs expended to date. Those Member Governments who are not Project Associates, who wish to become Project Participants shall, prior to the end of the fiscal year, deliver to the Project Board its Project Water Estimate and pay to the Cooperative its proportionate share of the Capital Cost, Capital Renewal and Replacement Cost, Debt Service Cost, Fixed Operation and Maintenance Costs and Reserves, incurred to date by Project Participants, as well as 7.5% of its proportionate share of such costs expended to date. The right of a Project Associate or a Member Government who is not a Project Associate to become a Project Participant is subject to the availability of Project Water not committed to existing Project Participants.

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

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

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

4.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

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

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

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

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

7. PROJECT ADMINISTRATION.

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

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

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

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

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

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

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

7.3.5 Manage the review of interim and final deliverables.

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

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

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

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

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

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

7.3.12 Implement any alternative financing mechanisms.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1 Final Design and Bidding Stage.

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

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

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

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

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

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

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

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

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

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

8.4 Alternative Procurement Methods. The Project Board may approve the use of Alternative Procurement Methods as allowed by Florida Statutes including Chapters 255 and 287, in place of the separate design and construction mechanisms described in Sections 8.1 and 8.3, including the procurement of a construction manager at risk.

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

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

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

10. TRUE-UP.

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

10.2 Construction phasing. At least every 5 years after the Effective Date of this Agreement, the Project Board will determine the size and timing for constructing the next phase and/or sub-phase of the Project. Any additions, substitutions, assignments, or revisions to the size and timing of construction phases or sub-phases must be approved by the Project Board and reflected in an Amendment to this Agreement.

10.3 Expansions and Capital Cost. The Project is permitted for 30 MGD and is proposed to be developed in phases, the first of which will provide approximately 15.15 MGD of finished water availability for Project Participants. Some components of the Project will be constructed to accommodate water production expansion and future development. Therefore, Project Participants will pay Capital Costs and commit to pay Obligations for certain Project components which will benefit the current Project Participants and the Project Participants of future Project expansions (“Common Capital Components”). For each expansion, the Capital Costs and Obligation commitments the Project Participants have made for the Common Capital Components will be re-allotted among all Project Participants of any future Project expansion in accordance with the then-current Water Allocation Table, and the then-current Project Participants

shall reimburse the initial Project Participants for that portion of the Capital Costs and Obligation commitments paid for Common Capital Components which benefit the expansion Project Participants. Each time there is an expansion there shall be a similar re-allotment of Capital Costs and Obligation commitments for Common Capital Components based on the new Water Allocation Table and a reimbursement to existing Project Participants for Capital Costs and Obligation commitments paid for Common Capital Components which benefit the expansion Project Participants.

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

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

10.6 Water Allotments. At least once in every 5-year period after the Effective Date of this Agreement, and at any time that a Project Participant's 2045 Water Allotment increases, the Cooperative shall conduct a true-up of the Water Allotment table and of each Project Participant's Water Cost Proportionate Share to reflect the most current data, use and allotment estimates. The foregoing notwithstanding, for so long as any Obligation issued by the Cooperative for construction or expansion of the Project remains outstanding, there shall be no reduction of the Water Allotment of any Anchor Project Participant that reduces its Water Cost Proportionate Share existing on the Effective Date of this Agreement unless (a) such reduction is approved by the lender of the Cooperative's Obligation or its successor or (b) such reduction is otherwise authorized under the instrument under which such Obligation is incurred.

11. PROJECT WATER SERVICE.

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

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

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

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

11.1.2.2 Every Project Participant with a Water Allotment shall be allowed to take water in excess of its Water Allotment as long as the Project Participant

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

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

11.1.2.4 If there is Excess Water available for use by Project Participants after the available Project Water has been allocated pursuant to Sections 11.1.2.1 through 11.1.2.4, then the Excess Water will be allocated among the Project Participants requesting Project Water on a pro rata basis.

11.2 System Operation. The Cooperative shall at all times maintain the Project in accordance with Prudent Utility Practices. The Cooperative shall adopt an adequate budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Cooperative shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regard to the Project, while providing for reliable operations and maintenance. If new regulatory requirements necessitate capital improvements, the Cooperative shall take all necessary actions to

accomplish the same. The Cooperative shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Cooperative to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project Permit. The Cooperative shall maintain adequate catastrophic insurance on the Project on such terms and amounts as established by the Project Board.

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

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

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

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

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

12. POINTS OF CONNECTIONS AND METERING FACILITIES.

12.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified by the Cooperative for those Project Participants with a Water Allotment under the Water Allotment Table set forth above no later than January 1, 2023. This requirement applies equally to those Project Participants that will physically take Project Water and those Project Participants that will take Water Offsets. The Cooperative and a Project Participant may, by mutual agreement, more specifically identify or modify the Point of Connection or the location of the corresponding Meter.

12.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Cooperative to each Point of Connection or the quantity of Water Offsets taken by a Project Participant shall be exclusively measured by a Meter. The Cooperative shall own, install, maintain and read each Meter. The type of Meter shall be selected at the discretion of the Cooperative, subject to compliance with industry standards for similar Meters.

12.3 Inspection of Meters. Each Meter shall be inspected annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the Cooperative and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants.

Upon request of a Project Participant, the Cooperative shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The Cooperative shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case, the cost and expense of the test shall be borne by the Cooperative and such cost may not be passed along to the Project Participant requesting the test, as part of the Water Charge.

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

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

13.1 General. The Water Charge shall be sufficient to pay the Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs, Reserves and Variable Operation and Maintenance Costs incurred by the Cooperative in order to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Charges shall consist of a Base Rate Charge and a Water Use Charge. The Water Charge shall be computed in the manner specified in Section 13.3, prior to the upcoming Fiscal Year and the Project

Participants shall be notified of the Water Charge for the upcoming Fiscal Year in the manner provided in Section 13.2. Establishment of the Water Charge shall be made by the Project Board and the Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivision of the State of Florida.

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

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

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

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

13.3.1.2 The Base Rate Charge shall consist of the total of the Debt Service Cost, Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Reserves determined pursuant to Section 13.3.1.1. The Base Rate Charge shall be allocated

among each Project Participant based upon each Project Participant's Water Allotment Percentage identified in the then effective Water Allotment Table in Section 1.47, as it may be modified pursuant to Section 10, for the upcoming Fiscal Year.

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

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

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

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

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

13.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Cooperative shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and

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

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

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

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

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

14.2 Irrevocable Commitment to Pay. The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 14.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Cooperative is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner. Each Project Participant agrees that the obligation to pay its Base Rate Charge shall constitute an absolute and unconditional obligation of such Project Participant. For the avoidance of doubt, each Project Participant shall pay its Base Rate Charge to the Cooperative irrespective of the operational status of the Project.

14.3 Source of Payment. The source of funds for payment of the Water Charge shall be the utility enterprise fund established by each Project Participant. Each Project Participant shall maintain an operation and maintenance account as part of its utility enterprise fund

throughout the term of this Agreement. At all times during the term of this Agreement, a Project Participant shall pay the Water Charge from its utility system operation and maintenance account.

14.4 Water Utility System Charges. Each Project Participant shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the Water Charge and to provide sufficient revenues to fund such Project Participant's water utility system.

14.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative nor the holder of any Obligations issued by the Cooperative to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 14.3.

15. PLEDGE OF CONTRACT REVENUES. The Cooperative is authorized to pledge all payments due, owing or received from the Project Participants, including any interest derived from monies received under this Agreement for the purpose of securing Obligations issued by the Cooperative to construct or expand the Projects.

16. FORCE MAJEURE.

16.1 Excuse from Performance. No Party shall be liable to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event. However, a Force Majeure Event shall not excuse a Project Participant from paying its Base Rate Charge, when due, pursuant to Section 13.4.

16.2 Notice. The Party claiming excuse shall deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this Section shall be given promptly in light of circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the projected length of time that the Party expects to be prevented from performing and the steps which the Party intends to take to restore its ability to perform.

16.3 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

17. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in Section 18, the affected Parties (“Mediating Parties”) shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience

in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 18 until (a) the mediator has declared the Mediating Parties are at an impasse, or (ii) one or all Mediating Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. The occurrence of a dispute shall not excuse a Party from performing its obligations under this Agreement.

18. DEFAULT AND REMEDY.

18.1 Default. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein. For all defaults, except the failure to pay the Base Rate Charge, when due, pursuant to Section 13.4, the defaulting Party shall have thirty (30) days to cure the default, unless such default is not capable of being cured within thirty (30) days, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants' paramount need for a safe and dependable water supply, the Parties agree that, with the exception of the suspension of Project Water Service or Water Offsets pursuant to Section 18.4 of this Agreement, the exclusive remedy for default under this Agreement shall be for the non-defaulting

Parties to individually or jointly seek specific performance arising from such default, including but not limited to the re-payment of any delinquent Water Charge along with any interest on the unpaid amount established pursuant Section 14.1.

18.2 Step-Up Requirement Upon Default in Initial Payments of the Base Rate Charge. The failure by one or more Project Participants to pay the Base Rate Charge when due, shall be immediately cured. If not cured, the Cooperative shall use the Reserves to pay the defaulting Project Participant(s)' Base Rate Charge in the short term, in order to ensure the continued operation of the Project and the payment of the Debt Service until the defaulting Project Participant(s) cures the default. Additionally, the remaining non-defaulting Project Participants shall be obligated to make up any shortfalls created by the defaulting Project Participant(s)' failure to pay their Base Rate Charge when due in order to ensure the continued operation of the Project and the payment of the Debt Service until the defaulting Project Participant(s) cures the default. The amount of any Base Rate Charge shortfalls to be paid by each non-defaulting Project Participant shall be a share of the total shortfall in the proportion of the non-defaulting Project Participant's Water Cost Proportionate Share in Section 1.47 bears to the sum of the Water Cost Proportionate Shares of all the non-defaulting Project Participants, as determined by the Project Board. Any failure by a Project Participant to pay its portion of the payment required by this Section 18.2 shall be deemed a failure to pay the Base Rate Charge when due, and shall be governed by this Section 18.2 as such, with the failing Project Participant deemed a defaulting Project Participant. In order to cure the default, the defaulting Project Participant(s) must repay to the Cooperative their Base Rate Charge. Upon repayment of the Base Rate Charge by the defaulting Project Participant(s) plus any interest at the rate determined by the Project Board in accordance with Section 14.1, the Cooperative shall replenish the Reserves and/or credit the other Project Participants for payments made in order to avoid a shortfall. Repayments to the Cooperative from a defaulting Project Participant(s) shall first be used to credit non-defaulting Project Participants for payments

made in order to avoid a shortfall, and then be used to replenish Reserves. If the defaulting Project Participant(s) makes partial repayments to the Cooperative, the repayment shall be used to reimburse the non-defaulting Project Participants in order of payment size with the largest payor receiving credits first until made whole, and the smallest payor receiving credits last until made whole, until all non-defaulting Project Participants are fully repaid. Notwithstanding the foregoing, the application of payments hereunder shall first be applied in accordance with the applicable bond resolution and thereafter amounts shall be applied as provided herein.

18.3 Project Participant Payment Dispute. A Project Participant that disputes a payment of the Water Charge under Section 13 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Cooperative shall elect to either pay the disputed charge as a credit against the Water Charge for the next Fiscal Year or through a direct one-time payment to the Project Participant.

18.4 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof by the due date shall be in default of this Agreement and upon fifteen (15) days written notice, the Cooperative may suspend Project Water Service to a Project Participant and prohibit a Project Participant from using Water Offsets unless there is in mediation a good faith dispute or suspension of service compromises the health, safety, and welfare of the end water users. Suspension of Project Water Service to a Project Participant or prohibition of the use of Water Offsets by a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Base Rate Charge, when it becomes due nor prohibit the Cooperative from continuing to charge interest on the unpaid amount. Upon payment of all

outstanding Water Charges, including any interest, the Cooperative shall immediately resume Project Water Service to the Project Participant or immediately allow a Project Participant to use a Water Offset. The Cooperative's decision to suspend Project Water Service to a Project Participant or to prohibit Water Offsets use by a Project Participant under this Section shall not be subject to the dispute resolution process in Section 17 and shall not be considered a default under Section 18. However, the Cooperative's failure to resume Project Water Service or to allow a Project Participant to use Water Offsets upon payment of all outstanding Water Charges, including any interest, may constitute a default under Section 18 and shall be subject to the dispute resolution process specified in Section 17.

19. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT.

19.1 Withdrawal Process. A Project Participant who withdraws from this Agreement shall remain liable for payment of its share of the Water Charge. If the withdrawing Project Participant has submitted a Project Water Estimate to the Cooperative for the current Fiscal Year, then it shall remain liable to pay the Water Charge for that Fiscal Year, as if it had taken the entire quantity of Project Water specified in its Project Estimate. Additionally, unless the remaining Project Participants take all or a portion of the withdrawing Project Participant's Water Allotment, the withdrawing Project Participant shall continue to remain liable for payment of its share of the Base Rate Charge. This liability shall continue for the term of the Agreement, until such time as the withdrawing Project Participant's Water Allotment is completely redistributed among the remaining Project Participants. The foregoing notwithstanding, for so long as any Obligation issued by the Cooperative for construction or expansion of the Project remains outstanding, the Anchor Project Participants shall not withdraw from this Agreement unless (a)

such withdrawal is approved by the lender of the Cooperative's Obligation or its successor or (b) such withdrawal is otherwise authorized under the instrument under which such Obligation is incurred.

19.2 Duties of and Effect on Withdrawing Project Participant. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regard to that specific Project. Upon notice by the Cooperative, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Project Participant shall surrender its Water Allotment, if any, and immediately forfeit its right to receive Project Water Service from the Project Board, including the use of Water Offsets. A Project Participant who withdraws from the Project may later request to join the Project again as a new Project Participant in accordance with Section 20 and, if approved to do so, will receive due credit given for all previous Project expenditures.

19.3 Redistribution of Water. All of a withdrawing Project Participant's Water Allotment, if any, shall be subject to redistribution among the remaining Project Participants. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allotment, if any, based upon the then applicable Water Allotment Table. Redistribution of the withdrawing Project Participant's Water Allotment to the remaining Project Participants shall take place within sixty (60) days of the Parties receiving written notice of the withdrawing Project Participant's intent to withdraw from this Agreement. During this sixty (60) dayperiod a Project Participant will notify the Cooperative in writing of its intent to take some or all of the withdrawing Project Participant's Water Allotment. Any redistribution of the withdrawing Project Participant's Water Allotment to another Project Participant must be

reviewed and approved by the Project Board as to technical feasibility. If two or more existing Project Participants exercise their right to take all of the withdrawing Project Participant's Water Allotment, then the withdrawing Project Participant's Water Allotment shall be redistributed in proportionate portions to the Project Participants, which requested redistribution. Any of the withdrawing Party's Water Allotment that is not redistributed, shall become Excess Water.

19.4 Survival. The provisions of this Section 19 shall survive the termination of this Agreement.

20. SUBSTITUTION AND ADDITION OF PROJECT PARTICIPANTS AND ASSIGNMENT OF THIS AGREEMENT.

20.1 Substitution. As a matter of right, a new Project Participant, an existing Project Participant or an existing Project Associate may be substituted for an existing Project Participant, if the new Project Participant or existing Project Participant or Project Associate agrees to fully perform all the obligations of the existing Project Participant. Substitution shall mean the new or existing Project Participant or existing Project Associate shall at a minimum succeed to the old Project Participant's entire Water Allotment, if any. Prior to substitution taking effect, the existing Project Participant must notify all the other existing Project Participants and Project Associates in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Project Participants and Project Associates, who shall be allowed at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when a new Party to this Agreement is proposed to be substituted for an existing Project Participant. If one of the existing Project Participants or Project Associates exercises its right of first refusal during this time period, then all of the substituted Project Participant's Water Allotment, if any, shall be assigned to the existing Project Participant or Project Associate. If two or more existing Project

Participants or Project Associates exercise their right of first refusal during this time period, then all of the substituted Project Participant's Water Allotment, if any, shall be reassigned in equal portions to the existing Project Participants or Project Associates. If none of the existing Project Participants or Project Associates commit to acquire the substituted Project Participant's entire Water Allotment, if any, during this sixty (60) day period, then the other existing Project Participants and Project Associates shall be considered to have waived their right of first refusal. Any substitution under this Section 20.1 must be reviewed and approved by the Project Board as to technical feasibility. Once the substitution takes place, the substituted Project Participant shall withdraw from the Agreement and shall no longer be considered a voting member of the Project Board. Additionally, the substituted Project Participant shall cooperate with the Cooperative in any modifications to the Project Permits necessary to effectuate this substitution. The foregoing notwithstanding, for so long as any Obligation issued by the Cooperative for construction or expansion of the Project remains outstanding, the Anchor Project Participants shall not be substituted unless (a) such substitution is approved by the lender of the Cooperative's Obligation or its successor or (b) such substitution is otherwise authorized under the instrument under which such Obligation is incurred.

20.2 Addition. Other than through substitution or assignment, a new Party may only be added to this Agreement by the unanimous decision of all the current Project Participants.

20.2.1 Cost to Become a New Project Participant. The provisions of this section 20.2 are established to provide equity among all Project Participants and to provide an incentive for local governments to subscribe early. Subject to the provisions of Section 2.4 of this Agreement, any new Project Participant that joins this Agreement after it is first executed under the process described in this Section 20 of this Agreement shall pay its proportionate share of the

costs incurred by the Project Participants before the new Project Participant joins the Agreement and its proportionate share of the Project Costs expended to date. This amount is in addition to the Water Charge for each upcoming fiscal year as described in Section 13. When this occurs, the percentage collected shall be refunded proportionately to the initial Project Participants who joined this Agreement when it was first executed.

20.2.2 Amendment of Water Charge. When a new Project Participant is added pursuant to this Section 20.2, the existing Project Participants must amend the Agreement to reflect the reassignment of Water Allotments among the existing Project Participants and the new Project Participant. The Project Board will also determine how the new Base Rate Charge is allocated among the new group of Project Participants taking into consideration the short and long-term costs and benefits of the new infrastructure to the new and existing Project Participants including any savings realized due to economies of scale. The foregoing notwithstanding, for so long as any Obligation issued by the Cooperative for construction or expansion of the Project remains outstanding, there shall be no reduction of the Water Allotment for the Anchor Project Participants that reduces their Water Coast Proportionate Share existing on the Effective Date of this Agreement (a) unless such reduction is approved by the lender of the Cooperative's Obligation or its successor or (b) such reduction is otherwise authorized under the instrument under which such Obligation is incurred.

20.3 Assignment. As a matter of right, an existing Project Participant may assign a portion of its Water Allotment, if any, to a new Project Participant, an existing Project Participant or an existing Project Associate, if the assignee agrees to fully perform all the obligations of the existing Project Participant. The complete assignment of an existing Project Participant's Water Allotment, if any, to a new Project Participant, an existing Project Participant or an existing Project

Associate shall be treated as a substitution under Section 20.1. Prior to the assignment taking effect, the existing Project Participant must notify the other existing Project Participants and Project Associates in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Project Participants and Project Associates, who shall be provided at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when the assignee is a new Party. If one of the existing Project Participants or Project Associates exercises its right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, up for assignment shall be transferred to the existing Project Participant or Project Associate. If two or more existing Project Participants or Project Associates exercise their right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, up for assignment shall be transferred in equal portions to the existing Project Participants and Project Associates. If none of the existing Project Participants or Project Associates commit to acquire the assigning Project Participant's Water Allotment, if any, up for assignment, then the other existing Project Participants and Project Associates shall be considered to have waived their right of first refusal. Any assignment under this Section 20.3 must be reviewed and approved by the Cooperative as to technical feasibility. Once the assignment takes place, the assigning Project Participant shall still be a Party to the Agreement, but it shall forfeit or surrender the assigned portion of its Water Allotment to the assignee Project Participant, as well as its voting rights, proportionate to the extent of the assignment. Once assignment takes place, the assigning Project Participant shall cooperate with the Cooperative in any modification to the Project Permits necessary to effectuate this assignment. The foregoing notwithstanding, for so long as any Obligation issued by Cooperative for construction or expansion of the Project remains outstanding, an Anchor Project Participant shall not assign its interests and obligations under this

Agreement (a) unless such assignment is approved by the lender of the Cooperative's Obligation or its successor or (b) such assignment is otherwise authorized under the instrument under which such Obligation is incurred.

21. PERMITS.

21.1 No Party shall interfere with the existing consumptive use permits or existing water, wastewater, or reclaimed water facilities of a Member Government, except as may otherwise be consented to in writing by the Member Government.

21.2 The Parties shall cooperate with each other and no Project Participant shall interfere with the Cooperative's ability to obtain, maintain and comply with any Project Permits.

21.3 No Project Participant shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Cooperative in support of any application for a Project Permit. In the event that an application for a Project Permit will interfere with the existing consumptive use permits or existing water, wastewater or reclaimed water facilities of that Project Participant the provisions of Section 21.1 shall apply.

21.4 No Party shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to any Project Permit sought by the Cooperative, unless the proposed Project Permit directly threatens an existing legal right of a Party to use the water resources of the state, in existence prior to the date of the application for the Project Permit.

21.5 A Member Government that is not a Party under this Agreement is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the

terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties or damages associated with any Project Permits.

22. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement. As part of this cooperation, the Project Participants will at a minimum do the following:

22.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to acquire all interests in real property necessary to construct, manage and operate the Project, provided the acquisition is not inconsistent with the Interlocal Agreement.

22.2 Construction, Management and Operation of the Project. The Project Participants shall cooperate and not interfere with the Cooperative's ability to construct, manage and operate the Project.

22.3 Obligations. The Project Participants shall cooperate with the Cooperative should the Cooperative decide in accordance with the Agreement to issue Obligations to fund any Capital Costs incurred by the Cooperative with regard to the Project. In said event, the Project Participants shall comply with the reasonable request of the Cooperative and will, upon such request, do as follows: (1) make available general material and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that any general material and financial information is accurate, does not contain any untrue statements of material fact and does not omit to state a material fact necessary to make the statements contained in the general material and financial information, in light of the circumstances under which they were made not misleading; (4) provide reasonable certifications to be used in a transcript of closing documents; (5) provide and pay for reasonable requested opinions of counsel as to the binding

effect of this Agreement, the validity of actions taken as a result of the Agreement, title to real property, as applicable, and pending litigation which could materially affect the Party's performance under the Agreement; and, (6) provide guarantee agreements, if required in order to obtain the Obligation. In addition, each Project Participant agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

22.4 Grants and Other Sources of Funding. The Project Participants shall cooperate with the Cooperative in seeking alternative sources of funding for the Project, including, but not limited to, grants.

23. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, the Project Participants are not jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative agrees to indemnify and hold the Project Participants harmless from any injury that the Project Participants or their officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's obligations under this Agreement.

24. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

25. NOTICES.

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

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 3383
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836

863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P. O. 856
Fort Meade, Florida 33841
863-285-1100

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Winter Haven
City Manager

P. O. Box 2277
 Winter Haven, Florida 33883
 863-291-5600

Town of Dundee
 Town Manager
 P.O. Box 1000
 Dundee, Florida 33838
 863-438-8330

Town of Lake Hamilton
 Town Manager
 P.O. Box 126
 Lake Hamilton, Florida 33851
 863-439-1910

Polk City
 City Manager
 123 Broadway SE
 Polk City, Florida 33868
 863-984-1375, ext. 237

Polk County
 County Manager
 Drawer CA01/P.O. Box 9005
 Bartow, Florida 33831
 863-534-6444

Polk Regional Water
 Cooperative
 Executive Director
 Drawer CA01/P.O. Box 9005
 Bartow, Florida 33831
 863-534-6444

25.2 All notices shall also be sent to the Cooperative Executive Director, with separate copies to the Project Administrator.

25.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

26. TIME EXTENSIONS. The Project Board may extend or change any of the deadlines specified in this Agreement.

27. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto, except for lenders of Cooperative Obligations, parties to cooperative funding agreements with the Cooperative and providers of grant funding to the Cooperative.

28. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

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

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

31. ATTORNEY'S FEES AND COSTS.

31.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this Agreement. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the

Cooperative in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Project Board.

31.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the Cooperative in any litigation concerning the Project, excluding litigation described in Section 31.1 of this Agreement, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Cooperative in any litigation concerning the Project, excluding litigation described in Section 31.1, shall be deemed a credit to be considered in computation of the Water Charge.

32. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein. This Agreement supersedes and replaces the previously executed Implementation Agreement for the Southeast Wellfield.

33. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

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

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

36. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

37. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

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

39. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement either directly or indirectly nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

[Signatures begin on the following pages]

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

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____ Dorothea Taylor Bogert, Mayor

Date: _____

ATTEST:

By: _____ Jeffrey Brown, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

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

CITY COMMISSION OF
THE CITY OF BARTOW,
FLORIDA

By: _____ Steve Githens, Mayor

Date: _____

ATTEST:

By: _____ Jacqueline Poole, City Clerk

Approved as to form and correctness:

Approved as to substance:

Sean R. Parker, City Attorney

George A. Long, City Manager

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

CITY COMMISSION OF THE
CITY OF DAVENPORT,
FLORIDA

By: _____
H.B. "Rob" Robinson, Mayor

Date: _____

ATTEST:

By: _____ Rachel Castillo, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

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

CITY COMMISSION OF THE
CITY OF EAGLE LAKE,
FLORIDA

By: _____ Cory Coler, Mayor

Date: _____

ATTEST:

By: _____ Dawn Wright, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

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

CITY COMMISSION OF THE
CITY OF FT. MEADE,
FLORIDA

By: _____ Robert Elliott, Mayor

Date: _____

ATTEST:

By: _____ Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

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

CITY COMMISSION OF THE
CITY OF HAINES CITY,
FLORIDA

By: _____ Morris L. West, Mayor

Date: _____

ATTEST:

By: _____ Erica Anderson, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____ Nancy Z. Daley, Mayor

Date: _____

ATTEST:

By: _____ Linda Bourgeois, BAS, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKE LAND,
FLORIDA

By: _____ H. William Mutz, Mayor

Date: _____

ATTEST:

By: _____ Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____ Eugene Fultz, Mayor

Date: _____

ATTEST:

By: _____ Jennifer Nanek, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF MULBERRY,
FLORIDA

By: _____ George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____ Sharon Lauther, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF POLK CITY,
FLORIDA

By: _____ Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____ Patricia Jackson, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

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

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____ Bradley T. Dantzler, Mayor

Date: _____

ATTEST:

By: _____ Vanessa Castillo, MMC City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

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

TOWN COMMISSION OF
THE TOWN OF DUNDEE,
FLORIDA

By: _____ Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____ Jenn Garcia, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

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

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____ Mike Kehoe, Mayor

Date: _____

ATTEST:

By: _____ Brittney Sandovalsoto, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Heather Maxwell, Town Attorney

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

ATTEST:

POLK COUNTY, a political subdivision of
the State of Florida

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dr. Martha Santiago, Chair
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

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

POLK REGIONAL WATER COOPERATIVE

By: _____
Eugene Fultz, Chair

Date: _____

ATTEST:

By: _____
Mayor H. William Mutz,
Secretary/Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

May 11, 2022

SECOND AMENDED AND RESTATED IMPLEMENTATION AGREEMENT

West Polk Lower Floridan Aquifer Wellfield

THIS SECOND AMENDED AND RESTATED PROJECT IMPLEMENTATION AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative”), whose address is P.O. Box 9005, Bartow, Florida 33831, the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Lakeland whose address is 228 South Massachusetts Avenue, Lakeland, Florida 33801, Polk City, Florida, a Florida municipal corporation (fka “City of Polk City”) whose address is 123 Broadway Blvd SE, Polk City, Florida 33868, Polk County (“Polk County”), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, the City of Mulberry whose address is P.O. Box 707, Mulberry, Florida 33860, the City of Lake Alfred whose address is 155 East Pomelo Street, Lake Alfred, Florida 33850, the City of Winter Haven whose address is P.O. Box 2270, Winter Haven, Florida 33883, the City of Bartow whose address is 450 N. Wilson Avenue, Bartow, Florida 33838, the Town of Dundee, Florida whose address is 2020 East Main Street, Dundee, Florida 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, Florida 33851 and the City of Fort Meade, whose address is 8 West Broadway Street, Fort Meade, Florida 33841, individually also referred to as a “Party” and collectively referred to as the “Parties.”

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

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

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

1.1 “Agreement” means this Second Amended and Restated Implementation Agreement for the West Polk Lower Floridan Wellfield, as it may be amended or restated from time to time.

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

1.3 “Anchor Project Participant” means the City of Lakeland.

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

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

1.6 “Capital Cost” means fixed, one-time expenses incurred for the acquisition of real property, tangible property and intangible property, the construction of tangible personal property and other expenditures required for the production of water and other goods or the rendering of services in connection with the Project.

1.7 “Capital Replacement and Renewal Cost” means all costs incurred by the Cooperative for the ordinary renewal, replacement, upgrade and improvement of the Project,

which are not paid from the proceeds of any Obligation and costs that will occur over the life of the Project for the assets comprising the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.23 “MGD” means million gallons a day.

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

1.25 “Operation and Maintenance Cost” means any and all costs incurred by the Project Board including: costs of operating, maintaining and administering the Project; related costs of operation, maintenance, management, security and development of the Project; labor and labor overhead costs; costs associated with tools, equipment, vehicles, supplies, materials and services; any costs of the operation, maintenance, management, security or development of the Project, that is not (i) a Capital Replacement and Renewal Cost or (ii) payable from the proceeds of any Obligation. Operation and Maintenance Costs, to the extent not (i) constituting a Capital Replacement and Renewal Cost or (ii) payable from the proceeds of any Obligation, include, but are not limited to any cost of litigation or legal judgment against the Cooperative relating to the Project; cost of purchasing any water related to the Project; development expenses relating to expansion of the Project; all costs incurred in planning or applying for, obtaining, maintaining and defending Project Permits, which are not paid under Phase 1 of the Combined Projects

Implementation Agreement; administrative, accounting, legal and engineering expenses related to the Project; ordinary and current rentals of equipment or other property related to the Project; refunds of moneys lawfully due to others, pension, retirement, health and hospitalization funds related to the Project; payments in lieu of taxes and impact fees, if applicable; moneys to be deposited to a Rate Stabilization Fund (if one is established); and administrative costs incurred by the Cooperative for management of the Project.

1.26 “Parties” mean the Cooperative, the City of Auburndale, the City of Lake Alfred, the City of Lakeland, the City of Mulberry, Polk County (fka “City of Polk County”), Polk County, the City of Winter Haven, the City of Bartow, the Town of Dundee, Town of Lake Hamilton and the City of Fort Meade.

1.27 “Points of Connection” means the physical location where Cooperative owned infrastructure connects to a Project Participant’s owned infrastructure. For the West Polk Lower Floridan Aquifer Project, this will be where the Cooperatives’ finished water pipeline from the West Polk water treatment plant physically connects to the City of Lakeland’s water system.

1.28 “Project” means the West Polk Lower Floridan Aquifer Wellfield.

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

1.30 “Project Associate” means a Party to this Agreement who has elected to become a Project Associate in order to stay abreast of the status of the Project and enable them to make informed decisions about future participation as a Project Participant. A Project Associate has no financial responsibility or liability for the Project or voting rights but may inform the Cooperative about its future plans or needs for Project Water, and make comments and

recommendations to the Project Board about the Project's direction and scope. A Project Associate is not a Project Participant as defined herein.

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

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

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

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

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

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

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

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

1.39 “PSI” means pounds per square inch.

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

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

1.42 “Variable Operation and Maintenance Costs” means all Operation and Maintenance Costs that change in direct proportion to changes in the volume of finished water produced by the Project, including, but not limited to, power, chemical, water purchases and Water Transfer Costs.

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

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

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

2045 Water Allotment Table:

Name of Party	2045 Water Allotment Annual Average (MGD)	2045 Water Allotment Percentage (%)
City of Auburndale	0.10	1.269%
City of Bartow	0.36	4.568%
City of Lakeland	6.31	80.077%
City of Polk City	0.03	0.380%
Polk County	0.98	12.436%
City of Winter Haven	0.10	1.270%
<i>*City of Lake Alfred</i>	<i>Project Associate</i>	
<i>*City of Mulberry</i>	<i>Project Associate</i>	
<i>*City of Fort Meade</i>	<i>Project Associate</i>	
<i>*Town of Dundee</i>	<i>Project Associate</i>	
<i>*Town of Lake Hamilton</i>	<i>Project Associate</i>	
TOTAL	7.88	100.000%

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

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

1.48 “Water Transfer Cost” means those costs incurred by the City of Lakeland in transmitting Project Water from the West Polk Lower Floridan Aquifer Wellfield to certain Project Participants.

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

1.50 “Weighted Vote Method” means that each Director is assigned a vote based on its Water Allotment percentage under the Water Allotment Table identified in Section 1.45.

1.51 “West Polk Lower Floridan Aquifer Wellfield” means a new lower Floridan aquifer public water supply wellfield to be located in west Polk County.

2. PURPOSE OF THE AGREEMENT.

2.1 Overall Agreement. This Agreement governs the overall implementation of the Project, which includes design, permitting, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Cooperative. It is the intent of this Agreement that Project Water be used to help serve the needs of the Project Participants.

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

2.3 Amended and Restated Implementation Agreement for West Polk Lower Floridan Aquifer Wellfield Superseded. This Agreement supersedes and replaces the Amended and Restated Agreement for the West Polk Lower Florida Aquifer Wellfield entered into by the Parties on or about March 16, 2022 on the Effective Date of this Agreement

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

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

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

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

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

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

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

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

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

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

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

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

7. PROJECT ADMINISTRATION.

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

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

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

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

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

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

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

7.3.5 Manage the review of interim and final deliverables.

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

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

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

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

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

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

7.3.12 Implement any alternative financing mechanisms.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1 Final Design and Bidding Stage.

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

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

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

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

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

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

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

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

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

8.4 Alternative Procurement Methods. The Project Board may approve the use of Alternative Procurement Methods as allowed by Florida Statutes including Chapters 255 and 287, in place of the separate design and construction mechanisms described in Sections 8.1 and 8.3, including the procurement of a construction manager at risk.

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

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

may be subject to such conditions precedent to funding, including appropriation and approval of reimbursement requests.

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

10. TRUE-UP.

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

10.2 Construction phasing. At least every 5 years after the Effective Date of this Agreement, the Project Board will determine the size and timing for constructing the next phase and/or sub-phase of the Project. Any additions, substitutions, assignments, or revisions to the size and timing of construction phases or sub-phases must be approved by the Project Board and reflected in an Amendment to this Agreement.

10.3 Expansions and Capital Cost. The Project is proposed to be developed in phases, the first of which will provide approximately 7.88 MGD of finished water availability for Project Participants. Some components of the Project will be constructed to accommodate water production expansion and future development. Therefore, Project Participants will pay Capital Costs and commit to pay Obligations for certain Project components which will benefit the current Project Participants and the Project Participants of future Project expansions (“Common Capital Components”). For each expansion, the Capital Costs and Obligation commitments the Project Participants have made for the Common Capital Components will be re-allotted among all Project

Participants of any future Project expansion in accordance with the then-current Water Allocation Table, and the then-current Project Participants shall reimburse the initial Project Participants for that portion of the Capital Costs and Obligation commitments paid for Common Capital Components which benefit the expansion Project Participants. Each time there is an expansion there shall be a similar re-allotment of Capital Costs and Obligation commitments for Common Capital Components based on the new Water Allocation Table and a reimbursement to existing Project Participants for Capital Costs and Obligation commitments paid for Common Capital Components which benefit the expansion Project Participants.

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

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

10.6 Water Allotments. At least once in every 5-year period after the Effective Date of this Agreement, and at any time that a Project Participant's 2045 Water Allotment increases, the Cooperative shall conduct a true-up of the Water Allotment table and of each Project Participant's Water Cost Proportionate Share to reflect the most current data, use and allotment estimates. The foregoing notwithstanding, for so long as any Obligation incurred under the Water Infrastructure Finance and Innovation Act remains outstanding, there shall be no reduction of the Water Allotment of the Anchor Project Participant that reduces its Water Cost Proportionate Share existing on the Effective Date of this Agreement unless (a) such reduction is approved by the United States Environmental Protection Agency ("EPA") or its successor or (b) such reduction is otherwise authorized under the instrument under which such Obligation is incurred.

11. PROJECT WATER SERVICE.

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

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

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

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

11.1.2.2 Every Project Participant with a Water Allotment shall be allowed to take water in excess of its Water Allotment as long as the Project Participant

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

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

11.1.2.4 If there is Excess Water available for use by Project Participants after the available Project Water has been allocated pursuant to Sections 11.1.2.1 through 11.1.2.4, then the Excess Water will be allocated among the Project Participants requesting Project Water on a pro rata basis.

11.2 System Operation. The Cooperative shall at all times maintain the Project in accordance with Prudent Utility Practices. The Cooperative shall adopt an adequate budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Cooperative shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regard to the Project, while providing for reliable operations and maintenance. If new regulatory requirements necessitate capital improvements, the Cooperative shall take all necessary actions to

accomplish the same. The Cooperative shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Cooperative to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project Permit. The Cooperative shall maintain adequate catastrophic insurance on the Project on such terms and amounts as established by the Project Board.

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

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

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

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

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

12. POINTS OF CONNECTIONS AND METERING FACILITIES.

12.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified by the Cooperative for those Project Participants with a Water Allotment under the Water Allotment Table set forth above no later than January 1, 2023. This requirement applies equally to those Project Participants that will physically take Project Water and those Project Participants that will take Water Offsets. The Cooperative and a Project Participant may, by mutual agreement, more specifically identify or modify the Point of Connection or the location of the corresponding Meter.

12.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Cooperative to each Point of Connection or the quantity of Water Offsets taken by a Project Participant shall be exclusively measured by a Meter. The Cooperative shall own, install, maintain and read each Meter. The type of Meter shall be selected at the discretion of the Cooperative, subject to compliance with industry standards for similar Meters.

12.3 Inspection of Meters. Each Meter shall be inspected annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the Cooperative and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants.

Upon request of a Project Participant, the Cooperative shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The Cooperative shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case, the cost and expense of the test shall be borne by the Cooperative and such cost may not be passed along to the Project Participant requesting the test, as part of the Water Charge.

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

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

13.1 General. The Water Charge shall be sufficient to pay the Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs, Reserves and Variable Operation and Maintenance Costs incurred by the Cooperative in order to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Charge shall consist of a Base Rate Charge and a Water Use Charge. The Water Charge shall be computed in the manner specified in Section 13.3, prior to the upcoming Fiscal Year and the

Project Participants shall be notified of the Water Charge for the upcoming Fiscal Year in the manner provided in Section 13.2. Establishment of the Water Charge shall be made by the Project Board and the Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivision of the State of Florida.

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

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

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

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

13.3.1.2 The Base Rate Charge shall consist of the total of the Debt Service Cost, Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Reserves determined pursuant to Section 13.3.1.1. The Base Rate Charge shall be allocated among each Project Participant based upon each Project Participant's Water Allotment

Percentage identified in the then effective Water Allotment Table in Section 1.45, as it may be modified pursuant to Section 10, for the upcoming Fiscal Year.

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

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

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

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

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

13.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Cooperative shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs, Reserves and Variable Operation and Maintenance Costs incurred with respect

to the Project. On or before each January 31, beginning on the January 31 immediately following the Fiscal Year in which Project Water Service commenced, the Cooperative shall complete an audit of the aforesaid records and accounts and determine what should have been the Water Charge for each Project Participant based on actual costs during the preceding Fiscal Year. For purposes of verifying the Base Rate Charge portion of the Water Charge for this audit, it shall be assumed that the Project Participants have used the quantity of water specified in their Project Water Estimates even if actual water use was less. Said audit shall be conducted by a nationally recognized certified public accounting firm. In the event the audit determines an underpayment was made by a Project Participant, then said underpayment shall be added to that Project Participant's Base Rate Charge for the upcoming Fiscal Year and paid in the manner specified in Section 13.4.1. If the audit determines that an overpayment was made by a Project Participant, then said overpayment shall be deducted from that Project Participant's Base Rate Charge for the upcoming Fiscal Year in the manner specified in Section 13.4.1.

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

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

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

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

14.2 Irrevocable Commitment to Pay. The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 14.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Cooperative is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner. Each Project Participant agrees that the obligation to pay its Base Rate Charge shall constitute an absolute and unconditional obligation of such Project Participant. For the avoidance of doubt, each Project Participant shall pay its Base Rate Charge to the Cooperative irrespective of the operational status of the Project.

14.3 Source of Payment. The source of funds for payment of the Water Charge shall be the utility enterprise fund established by each Project Participant. Each Project Participant shall maintain an operation and maintenance account as part of its utility enterprise fund

throughout the term of this Agreement. At all times during the term of this Agreement, a Project Participant shall pay the Water Charge from its utility system operation and maintenance account.

14.4 Water Utility System Charges. Each Project Participant shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the Water Charge and to provide sufficient revenues to fund such Project Participant's water utility system.

14.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative nor the holder of any Obligations issued by the Cooperative to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 14.3.

15. PLEDGE OF CONTRACT REVENUES. The Cooperative is authorized to pledge all payments due, owing or received from the Project Participants, including any interest derived from monies received under this Agreement for the purpose of securing Obligations issued by the Cooperative to construct or expand the Projects.

16. FORCE MAJEURE.

16.1 Excuse from Performance. No Party shall be liable to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event. However, a Force Majeure Event shall not excuse a Project Participant from paying its Base Rate Charge, when due, pursuant to Section 13.4.

16.2 Notice. The Party claiming excuse shall deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this Section shall be given promptly in light of circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the projected length of time that the Party expects to be prevented from performing and the steps which the Party intends to take to restore its ability to perform.

16.3 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

17. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in Section 18, the affected Parties (“Mediating Parties”) shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience

in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 18 until (a) the mediator has declared the Mediating Parties are at an impasse, or (ii) one or all Mediating Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. The occurrence of a dispute shall not excuse a Party from performing its obligations under this Agreement.

18. DEFAULT AND REMEDY.

18.1 Default. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein. For all defaults, except the failure to pay the Base Rate Charge, when due, pursuant to Section 13.4, the defaulting Party shall have thirty (30) days to cure the default, unless such default is not capable of being cured within thirty (30) days, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants' paramount need for a safe and dependable water supply, the Parties agree that, with the exception of the suspension of Project Water Service or Water Offsets pursuant to Section 18.4 of this Agreement, the exclusive remedy for default under this Agreement shall be for the non-defaulting

Parties to individually or jointly seek specific performance arising from such default, including but not limited to the re-payment of any delinquent Water Charge along with any interest on the unpaid amount established pursuant Section 14.1.

18.2 Step-Up Requirement Upon Default in Initial Payments of the Base Rate Charge. The failure by one or more Project Participants to pay the Base Rate Charge when due, shall be immediately cured. If not cured, the Cooperative shall use the Reserves to pay the defaulting Project Participant(s)' Base Rate Charge in the short term, in order to ensure the continued operation of the Project and the payment of the Debt Service until the defaulting Project Participant(s) cures the default. Additionally, the remaining non-defaulting Project Participants shall be obligated to make up any shortfalls created by the defaulting Project Participant(s)' failure to pay their Base Rate Charge, when due in order to ensure the continued operation of the Project and the payment of the Debt Service until the defaulting Project Participant(s) cures the default. The amount of any Base Rate Charge shortfalls to be paid by each non-defaulting Project Participant shall be a share of the total shortfall in the proportion of the non-defaulting Project Participant's Water Cost Proportionate Share in Section 1.45 bears to the sum of the Water Cost Proportionate Share of the non-defaulting Project Participants, as determined by the Project Board. Any failure by a Project Participant to pay its portion of the payment required by this Section 18.2 shall be deemed a failure to pay the Base Rate Charge when due, and shall be governed by this Section 18.2 as such, with the failing Project Participant deemed a defaulting Project Participant. In order to cure the default, the defaulting Project Participant(s) must repay to the Cooperative their Base Rate Charge. Upon repayment of the Base Rate Charge by the defaulting Project Participant(s) plus any interest at the rate determined by the by the Project Board in accordance with Section 14.1, the Cooperative shall replenish the Reserves and/or credit the other Project Participants for payments made in order to avoid a shortfall. Repayments to the Cooperative from a defaulting Project Participant(s) shall first be used to credit non-defaulting Project Participants for

payments made in order to avoid a shortfall, and then be used to replenish Reserves. If the defaulting Project Participant(s) makes partial repayments to the Cooperative, the repayment shall be used to reimburse the non-defaulting Project Participants in order of payment size with the largest payor receiving credits first until made whole, and the smallest payor receiving credits last until made whole, until all non-defaulting Project Participants are fully repaid. Notwithstanding the foregoing, the application of payments hereunder shall first be applied in accordance with the applicable bond resolution and thereafter amounts shall be applied as provided herein.

18.3 Project Participant Payment Dispute. A Project Participant that disputes a payment of the Water Charge under Section 13 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Cooperative shall elect to either pay the disputed charge as a credit against the Water Charge for the next Fiscal Year or through a direct one-time payment to the Project Participant.

18.4 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof by the due date shall be in default of this Agreement and upon fifteen (15) days written notice, the Cooperative may suspend Project Water Service to a Project Participant and prohibit a Project Participant from using Water Offsets unless there is in mediation a good faith dispute or suspension of service compromises the health, safety, and welfare of the end water users. Suspension of Project Water Service to a Project Participant or prohibition of the use of Water Offsets by a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Base Rate Charge, when it becomes due nor prohibit the Cooperative from continuing to charge interest on the unpaid amount. Upon payment of all

outstanding Water Charges, including any interest, the Cooperative shall immediately resume Project Water Service to the Project Participant or immediately allow a Project Participant to use a Water Offset. The Cooperative's decision to suspend Project Water Service to a Project Participant or to prohibit Water Offsets use by a Project Participant under this Section shall not be subject to the dispute resolution process in Section 17 and shall not be considered a default under Section 18. However, the Cooperative's failure to resume Project Water Service or to allow a Project Participant to use Water Offsets upon payment of all outstanding Water Charges, including any interest, may constitute a default under Section 18 and shall be subject to the dispute resolution process specified in Section 17.

19. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT.

19.1 Withdrawal Process. A Project Participant who withdraws from this Agreement shall remain liable for payment of its share of the Water Charge. If the withdrawing Project Participant has submitted a Project Water Estimate to the Cooperative for the current Fiscal Year, then it shall remain liable to pay the Water Charge for that Fiscal Year, as if it had taken the entire quantity of Project Water specified in its Project Estimate. Additionally, unless the remaining Project Participants take all or a portion of the withdrawing Project Participant's Water Allotment, the withdrawing Project Participant shall continue to remain liable for payment of its share of the Base Rate Charge. This liability shall continue for the term of the Agreement, until such time as the withdrawing Project Participant's Water Allotment is completely redistributed among the remaining Project Participants. The foregoing notwithstanding, for so long as any Obligation incurred under the Water Infrastructure Finance and Innovation Act remains outstanding, the Anchor Project Participant shall not withdraw from this Agreement unless (a) such withdrawal is

approved by the EPA or its successor or (b) such withdrawal is otherwise authorized under the instrument under which such Obligation is incurred.

19.2 Duties of and Effect on Withdrawing Project Participant. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regard to that specific Project. Upon notice by the Cooperative, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Project Participant shall surrender its Water Allotment, if any, and immediately forfeit its right to receive Project Water Service from the Project Board, including the use of Water Offsets. A Project Participant who withdraws from the Project may later request to join the Project again as a new Project Participant in accordance with Section 20 and, if approved to do so, will receive due credit given for all previous Project expenditures.

19.3 Redistribution of Water. All of a withdrawing Project Participant's Water Allotment, if any, shall be subject to redistribution among the remaining Project Participants. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allotment, if any, based upon the then applicable Water Allotment Table. Redistribution of the withdrawing Project Participant's Water Allotment to the remaining Project Participants shall take place within sixty (60) days of the Parties receiving written notice of the withdrawing Project Participant's intent to withdraw from this Agreement. During this sixty (60) day period a Project Participant will notify the Cooperative in writing of its intent to take some or all of the withdrawing Project Participant's Water Allotment. Any redistribution of the withdrawing Project Participant's Water Allotment to another Project Participant must be reviewed and approved by the Project Board as to technical feasibility. If two or more existing Project

Participants exercise their right to take all of the withdrawing Project Participant's Water Allotment, then the withdrawing Project Participant's Water Allotment shall be redistributed in proportionate portions to the Project Participants, which requested redistribution. Any of the withdrawing Party's Water Allotment that is not redistributed, shall become Excess Water.

19.4 Survival. The provisions of this Section 19 shall survive the termination of this Agreement.

20. SUBSTITUTION AND ADDITION OF PROJECT PARTICIPANTS AND ASSIGNMENT OF THIS AGREEMENT.

20.1 Substitution. As a matter of right, a new Project Participant, an existing Project Participant or an existing Project Associate may be substituted for an existing Project Participant, if the new Project Participant or existing Project Participant or Project Associate agrees to fully perform all the obligations of the existing Project Participant. Substitution shall mean the new or existing Project Participant or existing Project Associate shall at a minimum succeed to the old Project Participant's entire Water Allotment, if any. Prior to substitution taking effect, the existing Project Participant must notify all the other existing Project Participants and Project Associates in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Project Participants and Project Associates, who shall be allowed at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when a new Party to this Agreement is proposed to be substituted for an existing Project Participant. If one of the existing Project Participants or Project Associates exercises its right of first refusal during this time period, then all of the substituted Project Participant's Water Allotment, if any, shall be assigned to the existing Project Participant or Project Associate. If two or more existing Project Participants or Project Associates exercise their right of first refusal during this time period,

then all of the substituted Project Participant's Water Allotment, if any, shall be reassigned in equal portions to the existing Project Participants or Project Associates. If none of the existing Project Participants or Project Associates commit to acquire the substituted Project Participant's entire Water Allotment, if any, during this sixty (60) day period, then the other existing Project Participants and Project Associates shall be considered to have waived their right of first refusal. Any substitution under this Section 20.1 must be reviewed and approved by the Project Board as to technical feasibility. Once the substitution takes place, the substituted Project Participant shall withdraw from the Agreement and shall no longer be considered a voting member of the Project Board. Additionally, the substituted Project Participant shall cooperate with the Cooperative in any modifications to the Project Permits necessary to effectuate this substitution. The foregoing notwithstanding, for so long as any Obligation incurred under the Water Infrastructure Finance and Innovation Act remains outstanding, the Anchor Participant shall not be substituted unless (a) such substitution is approved by the EPA or its successor or (b) such substitution is otherwise authorized under the instrument under which such Obligation is incurred.

20.2 Addition. Other than through substitution or assignment, a new Party may only be added to this Agreement by the unanimous decision of all the current Project Participants.

20.2.1 Cost to Become a New Project Participant. The provisions of this section 20.2 are established to provide equity among all Project Participants and to provide an incentive for local governments to subscribe early. Subject to the provisions of Section 2.4 of this Agreement, any new Project Participant that joins this Agreement after it is first executed under the process described in this Section 20 of this Agreement shall pay its proportionate share of the costs incurred by the Project Participants before the new Project Participant joins the Agreement and its proportionate share of the Project Costs expended to date. This amount is in addition to the

Water Charge for each upcoming fiscal year as described in Section 13. When this occurs, the percentage collected shall be refunded proportionately to the initial Project Participants who joined this Agreement when it was first executed.

20.2.2 Amendment of Water Charge. When a new Project Participant is added pursuant to this Section 20.2, the existing Project Participants must amend the Agreement to reflect the reassignment of Water Allotments among the existing Project Participants and the new Project Participant. The Project Board will also determine how the new Base Rate Charge is allocated among the new group of Project Participants taking into consideration the short and long-term costs and benefits of the new infrastructure to the new and existing Project Participants including any savings realized due to economies of scale. The foregoing notwithstanding, for so long as any Obligation incurred under the Water Infrastructure Finance and Innovation Act remains outstanding, there shall be no reduction of the Water Allotment for the Anchor Project Participant that reduces its Water Coast Proportionate Share existing on the Effective Date of this Agreement (a) unless such reduction is approved by the EPA or its successor or (b) such reduction is otherwise authorized under the instrument under which such Obligation is incurred.

20.3 Assignment. As a matter of right, an existing Project Participant may assign a portion of its Water Allotment, if any, to a new Project Participant, an existing Project Participant or an existing Project Associate, if the assignee agrees to fully perform all the obligations of the existing Project Participant. The complete assignment of an existing Project Participant's Water Allotment, if any, to a new Project Participant, an existing Project Participant or an existing Project Associate shall be treated as a substitution under Section 20.1. Prior to the assignment taking effect, the existing Project Participant must notify the other existing Project Participants and Project Associates in writing of the assignment and offer the assignment on the same terms and conditions

to the other existing Project Participants and Project Associates, who shall be provided at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when the assignee is a new Party. If one of the existing Project Participants or Project Associates exercises its right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, up for assignment shall be transferred to the existing Project Participant or Project Associate. If two or more existing Project Participants or Project Associates exercise their right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, up for assignment shall be transferred in equal portions to the existing Project Participants and Project Associates. If none of the existing Project Participants or Project Associates commit to acquire the assigning Project Participant's Water Allotment, if any, up for assignment, then the other existing Project Participants and Project Associates shall be considered to have waived their right of first refusal. Any assignment under this Section 20.3 must be reviewed and approved by the Cooperative as to technical feasibility. Once the assignment takes place, the assigning Project Participant shall still be a Party to the Agreement, but it shall forfeit or surrender the assigned portion of its Water Allotment to the assignee Project Participant, as well as its voting rights, proportionate to the extent of the assignment. Once assignment takes place, the assigning Project Participant shall cooperate with the Cooperative in any modification to the Project Permits necessary to effectuate this assignment. The foregoing notwithstanding, for so long as any Obligation incurred under the Water Infrastructure Finance and Innovation Act remains outstanding, the Anchor Project Participant shall not assign its interests and obligations under this Agreement (a) unless such assignment is approved by the EPA or its successor or (b) such assignment is otherwise authorized under the instrument under which such Obligation is incurred.

21. PERMITS.

21.1 No Party shall interfere with the existing consumptive use permits or existing water, wastewater, or reclaimed water facilities of a Member Government, except as may otherwise be consented to in writing by the Member Government.

21.2 The Parties shall cooperate with each other and no Project Participant shall interfere with the Cooperative's ability to obtain, maintain and comply with any Project Permits.

21.3 No Project Participant shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Cooperative in support of any application for a Project Permit. In the event that an application for a Project Permit will interfere with the exiting consumptive use permits or existing water, wastewater or reclaimed water facilities of that Project Participant the provisions of Section 21.1 shall apply.

21.4 No Party shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to any Project Permit sought by the Cooperative, unless the proposed Project Permit directly threatens an existing legal right of a Party to use the water resources of the state, in existence prior to the date of the application for the Project Permit.

21.5 A Member Government that is not a Party under this Agreement is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties or damages associated with any Project Permits.

22. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement. As part of this cooperation, the Project Participants will at a minimum do the following:

22.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to acquire all interests in real property necessary to construct, manage and operate the Project, provided the acquisition is not inconsistent with the Interlocal Agreement.

22.2 Construction, Management and Operation of the Project. The Project Participants shall cooperate and not interfere with the Cooperative's ability to construct, manage and operate the Project.

22.3 Obligations. The Project Participants shall cooperate with the Cooperative should the Cooperative decide in accordance with the Agreement to issue Obligations to fund any Capital Costs incurred by the Cooperative with regard to the Project. In said event, the Project Participants shall comply with the reasonable request of the Cooperative and will, upon such request, do as follows: (1) make available general material and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that any general material and financial information is accurate, does not contain any untrue statements of material fact and does not omit to state a material fact necessary to make the statements contained in the general material and financial information, in light of the circumstances under which they were made not misleading; (4) provide reasonable certifications to be used in a transcript of closing documents; (5) provide and pay for reasonable requested opinions of counsel as to the binding effect of this Agreement, the validity of actions taken as a result of the Agreement, title to real property, as applicable, and pending litigation which could materially affect the Party's

performance under the Agreement; and, (6) provide guarantee agreements, if required in order to obtain the Obligation. In addition, each Project Participant agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

22.4 Grants and Other Sources of Funding. The Project Participants shall cooperate with the Cooperative in seeking alternative sources of funding for the Project, including, but not limited to, grants.

23. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, the Project Participants are not jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative agrees to indemnify and hold the Project Participants harmless from any injury that the Project Participants or their officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's obligations under this Agreement.

24. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding

arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

25. NOTICES.

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

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 3383
863-534-0100

City of Fort Meade
City Manager
P. O. 856
Fort Meade, Florida 33841
863-285-1100

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801

863-834-6000

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

Polk City, Florida
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375 Ext. 237

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
863-534-6444

Polk Regional Water
Cooperative
Executive Director
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
863-534-6444

25.2 All notices shall also be sent to the Cooperative Executive Director, with separate copies to the Project Administrator.

25.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications

shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

26. TIME EXTENSIONS. The Project Board may extend or change any of the deadlines specified in this Agreement.

27. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto, except for lenders of Cooperative Obligations, parties to cooperative funding agreements with the Cooperative and providers of grant funding to the Cooperative.

28. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

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

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

31. ATTORNEY'S FEES AND COSTS.

31.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this

Agreement. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the Cooperative in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Project Board.

31.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the Cooperative in any litigation concerning the Project, excluding litigation described in Section 31.1 of this Agreement, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Cooperative in any litigation concerning the Project, excluding litigation described in Section 31.1, shall be deemed a credit to be considered in computation of the Water Charge.

32. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein. This Agreement supersedes and replaces the previously executed Implementation Agreement for the West Polk Lower Floridan Wellfield.

33. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

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

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

36. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

37. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

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

39. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement either directly or indirectly nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

[Signatures begin on the following pages]

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

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____ Dorothea Taylor Bogert, Mayor

Date: _____

ATTEST:

By: _____ Jeffrey Brown, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fredrick J. Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Implementation

Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE LAND,
FLORIDA

By: _____ H. William Mutz, Mayor

Date: _____

ATTEST:

By: _____ Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
POLK CITY, FLORIDA,

By: _____ Joseph LaCascia, Mayor

Date: _____

ATTEST:

By: _____ Patricia Jackson, City Clerk

APPROVED AS TO FORM & LEGALITY

By: _____ Thomas A. Cloud, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

ATTEST:

POLK COUNTY, a political subdivision
of The State of Florida

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dr. Martha Santiago, Chair
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FORT MEADE, FLORIDA

By: _____ Robert Elliott, Mayor

Date: _____

ATTEST:

By: _____ Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM & LEGALITY

By: _____ Thomas A. Cloud, City Attorney

WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF MULBERRY,
FLORIDA

By: _____ George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____ Sharon Lauther, City Clerk

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____ Nancy Z. Daley, Mayor

Date: _____

ATTEST:

By: _____ Linda Bourgeois, BAS, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____ Bradley T. Dantzler, City Mayor

Date: _____

ATTEST:

By: _____ Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____ Steve Githens, Mayor

Date: _____

ATTEST:

By: _____ Jacqueline Poole, MMC, FCRM, CPM, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Sean R. Parker., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By:_____ Sam Pennant, Mayor

Date: _____

ATTEST:

By:_____ Jenn Garcia, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., Town Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be
dulyexecuted and entered into.

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By:_____ Mike Kehoe, Mayor

Date: _____

ATTEST:

By:_____ Brittney Sandovalsoto, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Heather Maxwell, Town Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be
dulyexecuted and entered into.

POLK REGIONAL WATER COOPERATIVE

By: _____ Eugene Fultz, Chair

Date: _____

ATTEST:

By: _____ Mayor H. William Mutz, Secretary/Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

May 24, 2022

Proposal No. LAKHA22005P

Ms. Sara Irvine, Town Clerk
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: SUPPLEMENTAL AGREEMENT LAKHA22005 – PHASE 2 WWTF PRELIMINARY ENGINEERING REPORT

Dear Ms. Irvine:

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 revised scope of services to assist the Town with preliminary planning for the Town's planned Phase 2 Wastewater Treatment Facility (WWTF).

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.
Associate VP and Municipal Division Manager



Roger L. Homann, P.E.
Division Manager – Water and Wastewater

SUPPLEMENTAL AGREEMENT LAKHA22005 TO CONTINUING AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

PHASE 2 WWTF PRELIMINARY ENGINEERING REPORT

- 1.0 GENERAL:** This is Supplemental Agreement LAKHA22005 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 the 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 initiated design of a 250,000 gpd Phase 1 WWTF in the Spring of 2022, with construction to be initiated in the summer of 2022 to provide service to multiple residential subdivision projects and approximately 150 residents anticipated to participate in an FDEP-funded septic to sewer Project. In response to additional development interest, the Town now desires to explore the feasibility of implementing a phase 2 WWTF expansion for a total treatment capacity of 1.25 MGD. As the Phase 1 WWTF utilized a “bare-bones” approach, it will be necessary to begin building more durable and permanent facilities as part of the Phase 2 WWTF. Additionally, it may be prudent to implement partial or full-scale facilities to accommodate treatment processes to comply with Florida’s public access reuse standards to help solve a portion of the Town’s anticipated water demands in coming years. The Town wishes to engage Pennoni to help perform these services as further described herein.
- 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.

5.1 Preliminary Engineering Report:

- 5.1.1** Confirm the planning duration and wastewater flows to be utilized for the Phase 2 WWTF, which will be provided by the Town and be the basis of this effort;
- 5.1.2** Evaluate activated sludge and public access reuse infrastructure component expansion options;
- 5.1.2** Contact packaged plant vendor(s) to discuss availability, scheduling, cost, expandability, and technical considerations for a Phase 2 WWTF;
- 5.1.3** Prepare conceptual process flow diagram and site layout drawings for a recommended Phase 2 WWTF;
- 5.1.4** Prepare opinion of probable cost for the Town's Phase 2 WWTF;
- 5.1.5** Meet with Town Staff to discuss recommended improvements;
- 5.1.6** Prepare a draft PER letter report to summarize our findings and recommendations for Town comment, which will be the basis for subsequent design efforts;
- 5.1.7** Incorporate Town comments into the draft report and prepare/submit the Final Report; and
- 5.1.8** Present the PER to Town staff and Council at one public meeting.

6.0 PENNONI'S COMPENSATION

- 6.1 Our lump sum fee, excluding reimbursable costs, to provide the revised above-described services is summarized below.

A. Preliminary Engineering Report – Phase 2 WWTF	<u>\$13,500</u>
Total	\$13,500

- 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).

- 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, 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 Excluded services include, but are not limited to: comprehensive site specific environmental assessment (skink coverboard survey, detailed individual species mapping, etc.); land survey and/or legal description preparation; final geotechnical site investigation and engineering (to support final design and permitting); hydrogeological and/or mounding analyses; Phase 2 audit; force main piping master planning; property acquisition negotiation support; or other services not explicitly described herein. However, these tasks can be performed as an additional service upon written authorization.
- 8.7 PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVCIES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY

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

_____ of _____ 2022.
(Day) (Month)

TOWN OF LAKE HAMILTON

Authorized signature

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, PE, Associate VP and Municipal Division Manager

DATE: 5/24/22

May 31, 2022

Proposal No. LAKHA21007P

Ms. Sara Irvine, Town Clerk
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT – LOWER FLORIDAN AQUIFER SUPPLY WELL DESIGN

Dear Ms. Irvine:

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 preparing design and bidding documents for a Lower Floridan Aquifer (LFA) Well in accordance with Town Council's June 8, 2021 decision to proceed with developing an LFA alternative water supply well to help meet it's 5-year potable water demands thru 2026.

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 LAKHA21007P

SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES

Project

LOWER FLORIDAN AQUIFER SUPPLY WELL DESIGN

- 1.0 GENERAL:** This is Supplemental Agreement 21-007 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 of Lake Hamilton currently provides potable water service to its residents via the Church Street Water Treatment Plant (WTP), which has an authorized Water Use Permit (WUP) supply flow rate of 380,000 gpd that expired on August 19, 2021. Current 5-year water demand projections for the Town are estimated at approximately 1.5 MGD based on current growth projections, which was submitted as part of the Town’s initial WUP renewal application submittal in August 2021. Although a potential option exists for the Town to purchase water supply from the Polk Regional Water Cooperative (PRWC), this water source would not likely be available to the Town until after 2026. As such, the Town Council directed staff in June 2021 to pursue developing a Lower Floridan Aquifer (LFA) supply well, which is considered by the SWFWMD to be an “alternative water supply source”, to help meet a portion of the Town’s water demands thru 2026.

A critical path task to that must be completed to support the Town’s ongoing WUP renewal application, plus help satisfy water demands associated with a number of proposed land development projects, is to design and construct a full-scale LFA well, followed by performing an Aquifer Performance Testing (APT) and water quality testing by the driller. During recent WUP renewal discussions, SWFWMD staff concurred with this approach and advised they wish to review the Town’s proposed LFA well and associated APT testing plan to help ensure constancy with their regional initiatives and WUP application requirements. The Town desires to engage Pennoni to prepare design

and bidding documents for the referenced LFA well to keep this initiative moving forward and position the Town for funding assistance from others.

4.0 ASSUMPTIONS: The scope of work described herein is based on the following assumptions:

- The Town will negotiate, purchase, and handle all legal matters associated with obtaining ownership or easement rights to a property to drill and subsequently operate the proposed LFA and monitoring well (as needed).
- The proposed LFA well will be drilled to a depth of approximately 1,400 feet BLS and will require water quality sampling/testing, where the results will be used as the basis for subsequent evaluation of water treatment upgrades at the Town's Church Street Water Treatment Plant.
- Site improvements (access, security, utility service, etc.) will be designed in the future upon verification the proposed LFA and potential monitoring well will be utilized by the Town.
- Construction engineering and hydrogeologic services will be contracted in a future phase after the Town approves to implement well drilling and APT activities.
- Well design details will be derived using based on best available data; however, final material quantities and associated costs will ultimately be determined based on actual field conditions encountered during installation.
- The Town will pursue funding assistance from others during the design phase to facilitate drilling the well in the Fall 2022/Spring 2023 as feasible (SWFWMD cooperative funding, Polk County BOCC, developer via pre-paid impact fees, Federal stimulus, etc.).

5.0 PURPOSE: The purpose of this Agreement is to authorize Pennoni to provide the services described in Section 6.0 herein for the fee described in Section 7.0 herein.

6.0 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.

6.1 Preliminary Design Phase:

6.1.1 Kick-off meeting: meet with Town staff to confirm the objectives and scope of work for the proposed project.

6.1.2 Historical Document Review: review lithologic logs for readily available LFA wells and UFA supply wells in the Project vicinity, as well as published hydrogeologic studies (SWFWMD, FGS, or the USGS) for the subject areas in Polk County.

6.1.3 Well Site(s) Identification: assist the Town with identifying candidate site(s) for the Town to acquire rights to install the proposed LFA supply well and a monitoring well (if required).

- 6.1.4** Preliminary LFA Well Design: Prepare preliminary LFA well design drawing(s) and associated specifications.
- 6.1.5** Preliminary Aquifer Performance Test (APT): Prepare a written draft APT and water quality testing plan.
- 6.1.6** SWFWMD Review: Prepare, submit, and obtain feedback from SWFWMD on the proposed LFA well design, APT, and water quality testing plan. Pennoni will respond to a Request for Additional Information (RAI) to help clarify details associated with the proposed LFA well and a monitoring well (if SWFWMD requires).
- 6.1.7** Site Legal Description(s): Upon the Town obtaining site ownership and use rights, prepare legal description of proposed LFA well site and a monitoring well (if required by SWFWMD) to serve as an attachment to the Town's acquisition agreement(s).

6.2 Design Phase: Pennoni will prepare design documents as described below.

- 6.2.1** Design Drawings and Drilling Plan: Prepare design drawings, details, and drilling plan to facilitate construction of the proposed LFA well and monitoring well (if required by SWFWMD) by a licensed driller. Design considerations will include, but not be limited to, approximate surface casing/intermediate casing depths, approximate open hole intervals, grouting procedures, bore-hole geophysical logging and inspection requirements, well development, construction and testing specifications, and other drilling considerations.
- 6.2.2** APT Design: Prepare a written plan to define APT requirements such as, but not limited to, pumping test types (step-drawdown, constant rate, etc.), hydraulic analysis of the APT data, estimates of the LFA hydrogeologic parameters (transmissivity, etc.), water level monitoring, and test pump requirements.
- 6.2.3** Water Quality Testing Plan: Prepare written plan/specifications for water quality testing during drilling activities at designated depths. Water quality testing parameters are currently envisioned to include turbidity, TSS, conductivity, chlorides, and pH.
- 6.2.4** Project Manual: Prepare written specifications and "front end" contract documents to facilitate bidding the proposed Project.
- 6.2.5** 90% Documents Review: Prepare and submit 90% design plans, specifications, opinion of probable cost, and bid package to the Town for legal and technical review.
- 6.2.6** Final Design Documents: Obtain the Town's 90% review comments and incorporate them into the final design documents.

6.3 Bidding Phase: Pennoni will provide assistance to the Town in obtaining, receiving, and evaluating bids and awarding and executing the Construction Contract as described below.

6.3.1 Pre-Bid Conference: Conduct a Pre-Bid Conference to review and answer questions from prospective bidders regarding the Construction Documents and to tour the Project Site as needed.

6.3.2 Respond to Questions: Provide written responses to questions from bidders.

6.3.3 Addenda: Prepare and issue Addenda to the Construction Documents, if required, which will address the questions raised at the Pre-Bid Conference and respond to other issues and questions.

6.3.4 Bid Review: Review bids submitted to the Town, tabulate the bids, check the low bidders' references, and submit a bid award letter of recommendation for the lowest, responsible bidder.

6.3.5 Construction Contract: After the Town awards the bid, assist with preparing and executing the Construction Contract.

7.0 PENNONI'S COMPENSATION

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

A. Preliminary Design Phase	\$39,000
B. Design Phase	\$48,000
C. Bidding Phase	<u>\$10,000</u>
Total.....	\$97,000

7.2 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.

7.3 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.

8.0 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.

8.1 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,

provide direction on project scope, and define Town's policies and decisions with respect to Pennoni's services for this Project

- 8.2** Promptly review, comment on, and return Pennoni's submittals
- 8.3** Payment of any permit applications, review fees by others, and other costs not included in this proposal are the responsibility of the Town
- 8.4** Promptly advise Pennoni when the Town becomes aware of any defect or deficiency in Pennoni's services
- 8.5** 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 (maps, as-built drawings, PRWC planning and preliminary design documents, growth/demand projections, etc.)

9.0 OTHER MATTERS

- 9.1** 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.
- 9.2** 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.
- 9.3** 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.
- 9.4** This proposal may be void if not executed within 45 days.
- 9.5** 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.

- 9.6 PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY

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

_____ of _____ 2022.
(Day) (Month)

TOWN OF LAKE HAMILTON

Attest, Town Clerk

Mayor, Town of Lake Hamilton

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, PE, Associate Vice President

DATE: 5/31/22 _____

June 1, 2022

Proposal No. LAKHA22009P

Ms. Sara Irvine, Town Administrator
Town of Lake Hamilton
PO Box 126
Lake Hamilton, FL 33851

RE: SUPPLEMENTAL AGREEMENT 22-09 TO MASTER AGREEMENT – MONROE STREET WATER TREATMENT PLANT (WTP) FACILITIES PLAN

Dear Ms. Irvine:

In accordance with your request, we are pleased to submit two (2) sets of this Agreement to provide the Town with engineering consulting services for the referenced Project. This Agreement describes our scope of services to prepare a Facilities Plan to identify needed improvements to help the Town increase production capacity at the Town's Monroe Street Water Treatment Facility (WTF).

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

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

Sincerely,
Pennoni



Steven L. Elias, P.E.
Associate VP and Municipal Division Manager



Roger L. Homann
Division Manager – Water and Wastewater

PENNONI PROPOSAL NUMBER LAKHA22009P

ENGINEERING SERVICES AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

MONROE STREET WTF FACILITIES PLAN

- 1.0 GENERAL:** This is Supplemental Agreement LAKHA22009 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:** 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 currently operates the Monroe Street Water Treatment Facility (WTF), which was commissioned in October 2008 to replace the former Lake Gordon WTF. The Town's current Water Use Permit (WUP) issued by the SouthWest Florida Water Management District (SWFWMD) allows 380,500 gpd to be withdrawn from the Upper Floridan Aquifer (UFA) supply wells, which is adequate to supply the Town's 2022 water demands of approximately 300,000 gpd. Components of the Town's WTP are believed to be hydraulically rated for approximately 700,000 gpd. However, for the Town to meet projected 5 year demands of approximately 1.5 MGD, it is necessary to confirm the hydraulic and treatment capacity of the Town's WTF and determine upgrades potentially required to meet the future water demands. In order to be eligible to apply for potential grant/loan funding assistance to implement potential WTF upgrades, the Town desires to prepare an FDEP-compliant facilities plan.

The following WTF improvements are envisioned to be evaluated included in the Facilities Plan scope of work:

- Raw water supply wells (onsite);
- New offsite Upper Floridan Aquifer raw water supply well(s) and supply lines;
- On-site piping;
- Disinfection facilities;
- Ground storage tanks;

- High service pumps;
- Back-up power/generator facilities; and
- Alternatives analysis including a potential new off-site water treatment facility.

The Town desires for Pennoni to assist the Town with facilities planning and SRF funding application assistance to help obtain funding assistance for the described improvements.

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 will provide, or obtain from others, professional engineering services to perform planning and funding application support services for this Project. Pennoni's services will include serving as the Town's engineering representative for the Project, 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 Design Memorandum: Meet with Town staff to verify project goals, review existing WTF design (provided by the Town), and perform conceptual level calculations to identify general WTF improvements for the Monroe Street WTF (scope and approximate size) to meet Polk County Health Department's (PCHD) treatment and capacity standards. These planning level improvements will be summarized in a memorandum and then reviewed with the Town to become the basis of the Facilities Plan.

5.2 Water SRF Facilities Plan Preparation: The scope of the Facilities Plan is defined as the scope necessary to meet the requirements of FDEP Chapter 62-505.700(1) FAC, which is excerpted below. With assistance from Town staff, Pennoni will prepare a Facilities Plan Report to reasonably address these requirements and submit the Facilities Plan to the FDEP Water SRF staff for their review and approval. The scope of the Facilities Plan will include a stand-alone project-specific document for the proposed WTF improvements. The Facilities Plan scope is not a master buildout and/or a system-wide water master planning document.

62-503.700 Planning, Design, Construction, and Procurement Requirements.

(1) General. The requirements of subsections (2) through (6) below shall be met for all projects.

(a) Federal regulations incorporated by reference shall be read so that the terms "United States," "federal," "EPA," and "officials of EPA" mean "the Department" unless the context clearly indicates otherwise.

(b) Capitalization grant projects shall be subject to the requirements of specific federal cross-cutting authorities identified in the loan application.

(2) Project planning documentation shall include the following:

(a) Sufficient illustrative detail of the local area to identify where the project or activity would be located. Landmarks and other readily identifiable features shall be noted.

(b) A description of the existing and recommended facilities, estimated capital costs, and estimated operation and maintenance costs, if applicable.

(c) The need or justification for the project or activity and the environmental and economic impacts and benefits of the project.

(d) A cost comparison of at least three alternatives except for projects in paragraph (e), below.

(e) For projects qualifying for funding as a result of section 319 or 320 of the Act, documentation of

conformance with the Act, as incorporated by reference in subsection 62-503.200(1), F.A.C., is required. Acceptable documentation includes at least one of the following:

1. Conservation practices listed in the USDA Natural Resource Conservation Service's "Field Office Technical Guide, Section IV." These conservation practices are available on the internet at http://efotg.sc.egov.usda.gov/efotg_locator.aspx and are specific to the county in which the work is to be accomplished.

2. Best management practices established in Florida statute or rule.

3. Agricultural practices implemented to carry out a nutrient management plan prepared by the USDA National Resource Conservation Service or a Florida licensed Professional Engineer.

(f) Resolution of comments received by the Florida State Clearinghouse during its intergovernmental review of the project.

(g) The public participation process used to explain the project and the financial impacts to the public.

1. When a project is eligible for funding as a result of section 212 of the Act, the public participation process shall include the project sponsor's public meeting held before the project sponsor's acceptance of the planning recommendations. The public meeting shall provide for public participation in the evaluation of project alternatives and shall inform the public of the capital cost of the proposed project and the long term financial impacts on the customers. Notice of the public meeting shall be in accordance with local requirements or 14 days whichever is greater.

2. When an agricultural practice identified in subparagraphs (e)1. through 4. above, is selected for implementation on the project sponsor's property and it is eligible for funding as a result of section 319 or 320 of the Act, the public participation requirement shall be deemed to have been met as a result of the environmental review process in Rule 62-503.751, F.A.C.

3. When an agricultural practice identified in subparagraphs (e)1. through 4., above, is selected for implementation on property the project sponsor will acquire, and it is eligible for funding as a result of section 319 or 320 of the Act, the public participation requirement shall be as described in subparagraph (g)1., above.

(h) Financial feasibility information addressing the following (by Town):

1. The sources and amounts of revenues to be dedicated to repaying the loan and the expenses, charges, and liens against or to be paid from such dedicated funds or revenues. The information shall demonstrate the ability to repay the loan with a margin of safety. Examples of a margin of safety are as follows:

a. Pledged revenue coverage ratio of at least 1.15 for projects sponsored by a local government agency;

b. A current term debt and capital lease coverage ratio of at least 1.15, as explained in subsection 62-503.300(6), F.A.C., for projects sponsored by other than a government agency.

2. Capital improvements that will be financed from the same funds or revenues dedicated to repaying the loan. For projects qualifying for funding as a result of section 212 of the Act, information must include capital improvements that will be implemented over at least a two-year period commencing with the first semiannual loan repayment.

3. The proposed system of charges, rates, fees, and other collections that will generate the revenues to be dedicated to loan repayment. The rate structure of the revenue generation system shall be approved at least six months before the first State Revolving Fund loan repayment is due or before the project closeout, whichever occurs first. The rate structure shall be implemented timely to ensure the generation of sufficient revenues dedicated to loan repayment and may be implemented in phases to the extent timely and sufficient revenue generation will be accomplished. The revenue generation system shall be revised, as necessary, to satisfy the pledged revenue requirements of the loan.

(i) An updated Request for Inclusion to include the schedule, scope, and costs for implementing the recommended facilities or activities and any changes to the census tracts to account for project changes if necessary.

(j) An adopting resolution or other action establishing a commitment to implement the planning

recommendations.

(k) For a project, or its components, that is to be listed as an Innovative/Alternative project, documentation of how the project is categorically Innovative/Alternative or a business case detailing how the project or its components meet the federal requirements for Innovative/Alternative projects in Attachment 2 of EPA's "Procedures for Implementing Certain Provisions of EPA's Fiscal Year 2012 Appropriation Affecting the Clean Water and Drinking Water State Revolving Fund Programs", March 2012.

(l) The electronic submittal of planning documentation is encouraged.

- 5.3 Exclusions:** Services not explicitly described in this Scope of Work will be performed as an Additional Service upon request and approval by the Town, including but not limited to the following:
- Public meetings other than one public hearing to adopt the Facilities Plan
 - Advanced water treatment or blending facilities associated with alternative water supplies such as, but not limited to, saline water associated with a Lower Floridan Aquifer well and/or water supplied by the Polk Water Cooperative.
 - Specialized studies that could be required by FDEP depending on field conditions or findings to satisfy funding agency requirements (archaeological and historical structures, etc.)
 - Specialized environmental study work such as sand skink coverboard surveys, gopher tortoise permitting and relocation, formal scrub jay surveys, formal surveys for other state/federally listed species, formal consultation with U.S. Fish and Wildlife Service under Section 7 or 10 of the Endangered Species Act, and identification of off-site mitigation lands (assumed to not be required as improvements would be constructed on previously developed WTF site)
 - Preparation and compilation of the FDEP SRF Loan Application Forms (after funding Hearing)
 - Land development/future customer projections
 - Planning public access reuse or reject storage, pumping, or storage facilities
 - All other services not explicitly described in Section 5.0

6.0 PENNONI'S COMPENSATION

- 6.1** Our lump sum fee, excluding reimbursable costs, to provide the above-described services is \$24,500.
- 6.2** In addition, reimbursable costs incurred in connection with the Project (specialty sub-consultants, etc if necessary) will be itemized and included in our monthly invoices in accordance with our 2021 Schedule of Hourly Rates and Reimbursable Costs.
- 6.3** 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 2021 Schedule of Hourly Rates and Reimbursable Costs.

7.0 TOWN'S RESPONSIBILITIES: The Town shall do the following in a timely manner 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 Agreement who will have complete authority to transmit instructions, receive information, and

interpret and define Town's policies and decisions with respect to Pennoni's services for this Project

- 7.2** Contract separately and pay for a field evaluation (if required by FDEP, assumed not needed) and an Environmental Study Report to be performed by an environmental consultant to be coordinated by Pennoni (estimated cost \$3,500 if necessary for off-site water supply line, new WTF, etc.)
- 7.3** Prepare the required FDEP Capital Financing Plan (finance department staff) and conduct a public adoption hearing for the final Facilities Plan upon completion
- 7.4** Promptly review, comment on, and return Pennoni's submittals
- 7.5** Promptly advise Pennoni when the Town becomes aware of any defect or deficiency in Pennoni's services
- 7.6** Provide access to all Town sites and facilities related to the Project

8.0 OTHER MATTERS

- 8.1** The Standard General Conditions and other provisions described in the adopted Town of Lake Hamilton Master Agreement between Town and Engineer, along with terms described herein as applicable, shall apply to this Agreement 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 Agreement may be terminated by either party upon seven 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 Client wishes greater assurance as to the amount of any cost, he 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** PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OF PENNONI CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF

PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY.

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

_____ of _____ 2022.
(Day) (Month)

TOWN OF LAKE HAMILTON, FLORIDA

BY: _____
Authorized Signature, Title DATE

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, PE
Associate VP and Municipal Division Manager
5-31-22
DATE

May 31, 2022

Proposal No. LAKHA22007P

Ms. Sara Irvine, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

**RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT – SR 17 SEWER EXTENSION PROJECT
BIDDING AND TECHNICAL SERVICES DURING CONSTRUCTION**

Dear Ms. Irvine:

We are pleased to submit this Agreement to the Town to provide consulting engineering services for the referenced Project. This Agreement describes our scope of services to provide bidding and technical services during construction for the SR 17 Sewer Extension Bidding and Technical Services During Construction Project. Technical services scope and fees described herein are in accordance with the Town's May 2022 FDEP Clean Water State Revolving Fund Construction Loan Agreement.

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

Please call 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.
Associate VP and Municipal Division Manager



Roger L. Homann, P.E.
Water and Wastewater Division Manager

PENNONI PROPOSAL NUMBER LAKHA22007P

SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

SR 17 SEWER EXTENSION - BIDDING AND TECHNICAL SERVICES DURING CONSTRUCTION

- 1.0 GENERAL:** This is Supplemental Agreement LAKHA22007P 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 desires to construct wastewater collection system improvements to allow wastewater flows from the eastern portion of the Town currently using onsite septic tanks for wastewater disposal to be handled via a new wastewater collection system and conveyed to the Town's proposed new wastewater treatment facility (WWTF).

Pennoni has assisted the Town with applying for Clean Water State Revolving Fund (CWSRF) loan funding from the Florida Department of Environmental Protection (FDEP) for design and permitting of the proposed Project. A Wastewater Facilities Plan describing the project was submitted to the FDEP in January 2019 and subsequently revised in April 2022 to support the Town's funding request. CWSRF grant/loan funding for design and permitting of the Project was approved at the FDEP CWSRF priority list meeting conducted on February 13, 2019. The Project has been designed and permitted by Pennoni. The Town made application to the FDEP CWSRF for construction funding of the project, and the funding was approved at the November 18, 2021, priority list meeting. A Loan Agreement for the project was executed in May 2022. Town staff has requested Pennoni to provide bidding services, engineering services, and construction management during construction of the Project, including CWSRF funding program coordination services, technical services during construction, and certification services.

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 design services for this Project. Pennoni's services will include serving as the Town's engineering representative for the Project, providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Task Authorization or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.

5.1 Bidding Services: Pennoni will provide assistance to the Town in bidding the Project and awarding Construction Contract as described below:

5.1.1 Pre-Bid Conference: Conduct a Pre-Bid Conference to review and answer questions from prospective bidders regarding the Construction Documents and to tour the Project Site as needed

5.1.2 Respond to Questions: Respond to questions from bidders

5.1.3 Addenda: Prepare and issue Addenda to the Construction Documents, if required, which will address the questions raised at the Pre-Bid Conference and respond to other issues and questions

5.1.4 Bid Review: Review bids submitted to the Town, tabulate the bids, check the low bidders' references, and submit a bid award letter of recommendation for the lowest, responsible bidder

5.1.5 Assist with Preparing Construction Contract: After the Town awards the bid, assist the Town with preparing and executing the Construction Contract

5.2 Technical Services During Construction: Pennoni will provide technical services during construction of the Project as described below:

5.2.1 Issue Construction Documents: Provide one (1) copy of Construction Documents (i.e., Construction Plans/Specifications and contract documents) to the selected Contractor

5.2.2 Respond to Questions: Respond to the Contractor's questions to help clarify the intent of the design documents

5.2.3 Pre-Construction Meeting: Conduct one pre-construction conference with representatives of the Town and the Contractor to provide a clear understanding of the objectives and goals to be achieved in this Project and prepare a written summary of the salient points of this meeting and distribute to the appropriate parties

- 5.2.4** Construction Observation and Engineering Support: Provide construction engineering support and make visits to the site during the course of construction to observe and document the construction for conformance with the general intent of the civil construction plans, specifications, and permit applications prepared by Pennoni (costs for this proposed work scope item were determined assuming a total construction contract time duration of 330 days after notice to proceed, including 300 days for project substantial completion, 30 additional days for project final completion, and a contingency of 60 days for potential contractor time extensions)
- 5.2.5** Shop Drawing Review: Review Contractor's shop drawing submittals, respond to the Contractor's requests for information, and maintain a log of associated correspondence
- 5.2.6** Pay Application Review: Review and process Contractor's pay applications
- 5.2.7** Progress Meetings: Prepare for and conduct monthly progress meetings (as deemed necessary by the Client) and prepare meeting summary memorandum(s) to document discussions
- 5.2.8** CWSRF Grant/Loan Disbursement Requests: Following technical review and approval of Contractor pay requests, assist the Town with submitting grant/loan disbursement requests to the FDEP including appropriate project progress reporting forms
- 5.2.9** American Iron and Steel Requirements: Review construction Contractor submittals to monitor compliance with the American Iron and Steel requirements of the CWSRF Loan
- 5.2.10** Davis-Bacon Provisions: Assist the Town in administering Davis-Bacon wage survey and reporting requirements that are a requirement of the CWSRF Loan
- 5.2.11** FDEP CWSRF Site Inspections: Conduct site inspections with FDEP CWSRF staff, as required
- 5.2.12** Other FDEP CWSRF Coordination: Coordinate with FDEP CWSRF staff on the Town's behalf to generally ensure compliance with the terms and conditions of the CWSRF funding agreement
- 5.2.13** Substantial Completion: When the site work construction is substantially complete and when requested by the contractor(s) and approved by the Town, conduct one site visit to observe the substantially completed construction, prepare a punch list of the observed work items to be completed in general conformance with the approved plans and permits, and provide the Town and the Contractor with the punch list

5.2.14 Final Completion: When the site work construction is 100% complete and when requested by the Contractor and approved by the Town, make one site visit per project to observe the complete construction and to review the completed punch list items

5.2.15 System Startup Observation: Attend and observe system startup activities coordinated by construction contractor

5.2.16 Record Drawings: Based on the Contractor's as-builts*, prepare Record Drawings of the system modification information

*After the improvements are completely constructed, the Contract Documents require the contractor to provide Pennoni with certified (signed and sealed by a Florida Registered Professional Land Surveyor and Mapper) and electronic drawings in AutoCAD format, which clearly illustrate the as-built conditions of the site work construction. These as-builts shall fulfill the requirements of the Town, FDEP, and Pennoni, and be used as the basis of our Record Drawings.

5.2.17 Certification: If construction is deemed sufficient by Pennoni, submit prepared Certifications of Completion for the completed project to the FDEP and Town as applicable (Please note that any deviations from the approved construction plans, such as pipe slope, elevation differences, separation requirements, etc., which call into question the capacity of the systems to function as designed, could require additional services on Pennoni's part that are not included herein)

5.3 Exclusions: All other services not explicitly described in Items 5.1 and 5.2 above and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the Town, including but not limited to the following:

- Bid protest response assistance (would be performed on time and expense basis)
- Re-design or permitting services
- Right-of-way or easement acquisition assistance or preparing legal description documents to support these efforts
- Technical services during construction for any construction contract time extension(s)
- Excessive reviews (greater than two) of contractor submittals (shop drawings, pay applications, payroll documentation, as-builts, etc.)
- Expert testimony
- Participation in orders of taking and/or other litigation
- Boundary and topographic survey
- Specialized studies (environmental, archaeological, historical structures, etc. that are not anticipated).
- Wetland delineations, surveys, impact, and mitigation permitting, etc.
- Detailed cost estimating
- Paying for outside review or application fees

- Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Pennoni is party thereto

6.0 PENNONI'S COMPENSATION

Our lump sum fees, excluding reimbursable costs, to provide the above-described services are as follows:

Bidding Services.....	\$ 18,000
Technical Services During Construction	\$326,383
Total	\$344,383

- 6.1 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 Town-approved Schedule of Hourly Rates and Reimbursable Costs.
- 6.2 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, and interpret 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 not included in this proposal are the responsibility of the Town
- 7.4 Promptly advise Pennoni when the Town becomes aware of any concerns 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 (maps, as-built drawings, pumping station flow and/or run-time records, utility flow/billing data, etc.)
- 7.6 Provide access to all Town sites and facilities related to the Project

- 7.7 Provide FDEP all required financial and/or loan application documents to support funding requests and all funding contract requirements
- 7.8 Promptly execute all Town approvals (legal, Town Commission, etc.) required by the FDEP CWSRF Program to facilitate prompt implementation
- 7.9 Provide review(s) of Pennoni construction documents for technical and legal sufficiency

8.0 OTHER MATTERS

- 8.1 Our 2022 Schedule of Hourly Rates and Reimbursable Costs, along with the Standard General Conditions and other provisions described in the referenced Master Agreement between Town and Engineer shall apply to this Task Authorization 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 seven 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 60 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 **PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE**

PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY
SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS
LIMITATION OF LIABILITY

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

_____ of _____ 2022.
(Day) (Month)

TOWN OF LAKE HAMILTON

Attest, Town Clerk

Mayor, Town of Lake Hamilton

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, PE, Associate VP and Municipal Division Manager

DATE: 5-31-22 _____

June 2, 2022

Project Number: LAKHA21001

Ms. Sara Irvine, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

**RE: ADDENDUM NO. 4 TO SUPPLEMENTAL AGREEMENT 21-001 – WATER USE PERMIT (WUP)
MODIFICATION SERVICES**

Dear Ms. Irvine:

In accordance with our recent communications, we are submitting this Addendum No. 4 to the WUP Modification Services Supplemental Agreement 21-001. Our scope of additional services for this Addendum is to perform additional groundwater modeling and prepare/submit Water Use Permit application and related documents for the Town's WUP renewal application.

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

Please call 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

ADDENDUM NO. 4 TO SUPPLEMENTAL AGREEMENT

TOWN OF LAKE HAMILTON

SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT – WATER USE PERMIT (WUP) MODIFICATION SERVICES

1.0 GENERAL: This is Addendum No. 4 to Services Supplemental Agreement 21-001 between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for WUP Modification Services. Except as provided for herein, the terms and conditions of the original Agreement between the Town and Pennoni shall apply.

2.0 BACKGROUND INFORMATION: Pennoni was previously tasked to perform initial tasks related to preparing a WUP renewal application, which expired on 8/19/21. Initial groundwater modeling and partial WUP application documents have been prepared and submitted to Southwest Florida Water Management District (District) on both 8/18/21 and 3/17/22. Since the Town initiated WUP renewal efforts in the summer of 2021, the Town decided to construct a new Phase 1 Wastewater Treatment Facility and associated Rapid Infiltration Basins (RIB)s that will recharge the local aquifer system, which now must be modeled to maximize groundwater withdrawal approval quantities.

Based on SWFMWD feedback from the Town's 3/17/22 submittal and an associated Request for Additional Information (RAI), the District has provided guidance and has requested the Town to develop additional data, water conservation plan, Upper Floridan Aquifer (UFA) groundwater modeling, environmental impact documentation, and other data to support its requested 2026 demands (approximately 1.5 MGD per the Town's 3/17/22 RAI submittal). In addition, the Town will need to perform Lower Floridan Aquifer (LFA) modeling to help evaluate the feasibility of supplying potable water from an alternative water supply source after 1/1/26 as required by the recently adopted Central Florida Water Initiative (CFWI) Rule. This is also consistent with the 6/8/21 and 5/5/22 Town Council directives to pursue both Upper Floridan Aquifer (UFA) and Lower Floridan Aquifer (LFA) well(s) for future water supply sources.

The Town now desires for Pennoni to compile best available data to continue with efforts to prepare, submit, and process an application to renew the Town's WUP.

3.0 ADDITIONAL SERVICES: Pennoni shall provide the following additional services (as applicable and feasible within the approved NTE budget):

3.1 WUP Application:

3.1.1 Demand Projections – Coordinate with Town and District staff to refine anticipated demand projection data consistent with the latest residential development projections, including per capita adjustments consistent with the Town's forthcoming water conservation plan and other required adjustments in a format that is desired by District, which will be the basis of the WUP application and groundwater modeling.

- 3.1.2** Data Compilation – Continue to compile and adjust data to support the Town’s WUP application including, but not limited to, land planning, historical Town water supply/demand/water loss, existing AG well permit/pumping, proposed land development project(s), Polk Regional Water Cooperative supply, and other data.
- 3.1.3** Water Conservation Planning – Coordinate with District and Town staff to compile water conservation strategy for the WUP planning period.
- 3.1.4** AG well coordination – continue to coordinate and compile AG well ownership, historical pumping quantities, acreage served, and assignment data.
- 3.1.5** Environmental Monitoring Plan (EMP) – Based on District guidance and data developed during the WUP application efforts, prepare a proposed EMP (if required).
- 3.1.6** Meetings – prepare for and attend various meetings (staff, public, or other meetings as requested by the Town) to coordinate and discuss WUP application submittal requirements.
- 3.1.7** WUP Application – Compile and submit WUP application RAI(s) to District.
- 3.1.8** Other services that are requested/required by District and/or the Town to help support the Town’s WUP application and/or approval.

3.2 Groundwater Modeling

- 3.2.1** Groundwater Modeling – Coordinate and evaluate full-scale refinement modeling iterations at various demand scenarios (average day, maximum day, maximum month, etc.) at the various proposed well withdrawal locations with varying withdrawal quantities and varying quantities between the UFA and LFA wells to evaluate potential scenarios to help minimize proposed impacts to local environmental features (stressed lakes and wetlands). This effort will include, but not be limited to, proposed AG well offset locations (to be secured by the Town), hydrologic conditions, and Rapid Infiltration Basin (RIB) effluent disposal from the Town’s new Phase 1 wastewater treatment facility. Modeling efforts will include the following scope tasks:
 - Utilize the District’s documented process to extract a site-specific Focus Telescopic Mesh Refinement (FTMR) sub-model from the District’s DWRM3 parent model for the Town’s water supply service area (no calibration to be performed).
 - Model simulated leakance between the Surficial Aquifer (SA) and the Upper Floridan Aquifer (UFA) and compare to site specific leakance values from previous Town Water Plant well APT tests (as available). If deemed beneficial, sub-model leakance values may be adjusted to better reflect actual values. Additionally,

model simulated leakance between the UFA and Lower Floridan Aquifer (LFA) will be compared to leakance values estimated from APT's at recently installed District LFA exploratory well sites in Polk County. If deemed beneficial, the sub-model LFA leakance values will be revised.

- Review the sub-model to ensure the Town's proposed AG wells to be retired are accurately accounted for and included in the District's model.
- Model three withdrawal scenarios and four offset scenarios (1 new UFA well, 2 new UFA wells, and a 50%/50% UFA/LFA well distribution) inclusive of: no offset, AG well retirement, 250,000 GPD RIBs, and 1 MGD RIBs recharge scenarios. The maximum UFA withdrawal, maximum LFA withdrawal, and optimized LFA/UFA withdrawal scenarios will be simulated with allowable District drawdown impacts.
- Up to two combinations of withdrawal and offset scenarios will be selected to support the impact assessment. Impact assessment will simulate currently permitted avg. and max. withdrawals, proposed avg. and max. withdrawals with offsets, and proposed avg. and max. withdrawals without impacts. Impact assessment will evaluate cumulative impacts if unacceptable impacts to MFL water bodies, stressed lakes, or wetlands are simulated. Simulated potential impacts to stressed lakes and surface water bodies with MFL's will be quantified based on simulated drawdown in model layers 4 and 5 (UFA) greater than 0.049'. Simulated potential impacts to wetlands will be quantified based on simulated drawdown in model Layer 1 (SA) greater than 0.049'.

3.2.2 Impact Assessment Report – Prepare an impact assessment report for Town review and comment prior to submittal to the District.

Note: The modeling scenarios and scope described above are believed to reasonably satisfy the modeling requested on April 14, 2022, by the District. Additional groundwater modeling scenarios and/or evaluations subsequently requested by the District via Request for Additional Information (RAI) are not included and thus may require additional compensation.

4.0 COMPENSATION: Pennoni will perform the additional services described herein (as applicable and feasible) for the following not-to-exceed fee in accordance with our Master Agreement and our 2022 schedule of hourly rates and reimbursable costs.

A. WUP Application Phase	\$21,500
B. Groundwater Modeling Phase	<u>\$30,500</u>
Total.....	\$52,000

NOTE: Due to the timing and nature of the Town's WUP and unpredictability of the requirements that may be required by District, Pennoni cannot guarantee that all the services defined herein will be required and/or can be completed within the proposed NTE fee. Pennoni will keep the Town apprised on the status of completed services in relation to the approved Project budget to assist with anticipated overall budget requirements to successfully obtain a Town WUP approval.

5.0 TOWN RESPONSIBILITIES: The Town will perform the following services to assist with this Project:

- 5.1** Pay all permit application fees.
- 5.2** Plan and secure all funding required to implement necessary actions to support this Project (design and constructing wells, negotiate and secure developer contributions, pursue outside funding assistance, etc.).
- 5.3** Obtain development commitment documentation required by District.
- 5.4** Negotiate with land owners and/or developers to secure AG well transfer, co-permittee, or other documentation as necessary to help convey water use re-allocation to the Town (as feasible).
- 5.5** Coordinate with others to advocate for the Town's proposed supply sources, quantities, and WUP application approval.
- 5.6** All other services as required to support Pennoni's WUP application efforts.

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

_____ of _____ 2022.
(Day) (Month)

TOWN OF LAKE HAMILTON

Sara Irvine
Town Administrator

(Date)

Pennoni



Steven Elias, PE
Associate VP and Municipal Division Manager

6/1/2022

(Date)

June 1, 2022

Proposal No. LAKHA22006P

Ms. Sara Irvine, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: SUPPLEMENTAL AGREEMENT 22-006 TO MASTER AGREEMENT – PHASE 1 WWTF - TECHNICAL SERVICES DURING CONSTRUCTION

Dear Ms. Irvine:

We are pleased to submit this Agreement to the Town to provide consulting engineering services for the referenced Project. This Agreement describes our scope of services to provide technical services during construction for the Phase 1 Wastewater Treatment Facility (WWTF) - Technical Services During Construction Project.

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

Please call 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.
Associate VP and Municipal Division Manager



Roger L. Homann, P.E.
Water and Wastewater Division Manager

PENNONI PROPOSAL NUMBER LAKHA22006P

SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

PHASE 1 WWTF - TECHNICAL SERVICES DURING CONSTRUCTION

- 1.0 GENERAL:** This is Supplemental Agreement LAKHA22006P 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:** Based on a December 2021 Preliminary Design Report the Town engaged Pennoni in January 2022 to design a new Phase 1 Wastewater Treatment Facility (WWTF) on a 19.7 acre parcel adjacent to Water Tank Road. The anticipated construction cost of the WWTF inclusive of technical services during construction is approximately \$5.6 million, which the Town plans to fund with FDEP Clean Water State Revolving Fund (CWSRF) grant/loan, developer contributions, and other Town funding. Bid advertisement is planned for June 7, 2022, to ensure a contractor can be promptly procured in July 2022 to achieve completion in the Spring of 2023.
- Town staff has requested Pennoni to provide bidding, engineering, and construction management services during construction of the Project, including CWSRF funding program coordination services, technical services during construction, and certification services.
- 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 design services for this Project. Pennoni's services will include serving as the Town's engineering representative for the Project, providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Task Authorization or

otherwise, in connection with Pennoni's services. The following sections describe Pennoni's scope of work for this Project.

5.1 Bidding Services: Pennoni will provide assistance to the Town in bidding the Project and awarding Construction Contract as described below:

5.1.1 Pre-Bid Conference: Conduct a Pre-Bid Conference to review and answer questions from prospective bidders regarding the Construction Documents and to tour the Project Site as needed.

5.1.2 Respond to Questions: Respond to questions from bidders.

5.1.3 Addenda: Prepare and issue Addenda to the Construction Documents, if required, which will address the questions raised at the Pre-Bid Conference and respond to other issues and questions.

5.1.4 Bid Review: Review bids submitted to the Town, tabulate the bids, check the low bidders' references, and submit a bid award letter of recommendation for the lowest, responsible bidder.

5.1.5 Assist with Preparing Construction Contract: After the Town awards the bid, assist the Town with preparing and executing the Construction Contract.

5.1.6 Monitor Well Bidding Assistance: Assist the Town with soliciting bids (separate from the WWTF bids) from a well driller to install three groundwater monitoring wells, which will be required by FDEP Permit as part of the Town's Groundwater Monitoring Plan. Ideally these wells should be installed and sampled/tested prior to WWTF start-up.

5.2 Technical Services During Construction: Pennoni will provide technical services during construction of the Project as described below:

5.2.1 Issue Construction Documents: Provide one (1) copy of Construction Documents (i.e., Construction Plans/Specifications and contract documents) to the selected Contractor.

5.2.2 Respond to Questions: Respond to the Contractor's questions to help clarify the intent of the design documents.

5.2.3 Pre-Construction Meeting: Conduct one pre-construction conference with representatives of the Town and the Contractor to provide a clear understanding of the objectives and goals to be achieved in this Project and prepare a written summary of the salient points of this meeting and distribute to the appropriate parties.

5.2.4 Construction Observation and Engineering Support: Provide construction engineering support and make periodic visits to the site during the course of

construction to observe and document construction for conformance with the general intent of the civil construction plans, specifications, and permit applications prepared by Pennoni (costs for this proposed work scope item were determined assuming a total construction contract time duration of 330 days after notice to proceed, including 300 days for project substantial completion, 30 additional days for project final completion). It is also assumed that WWTF construction will be conducted simultaneously with the Town's SRF funded SR 17 septic to sewer project to realize cost efficiencies.

- 5.2.5** Shop Drawing Review: Review Contractor's shop drawing submittals, respond to the Contractor's requests for information, and maintain a log of associated correspondence.
- 5.2.6** Pay Application Review: Review and process Contractor's pay applications.
- 5.2.7** Progress Meetings: Prepare for and conduct monthly progress meetings (as deemed necessary by the Client) and prepare meeting summary memorandum(s) to document discussions.
- 5.2.8** CWSRF Grant/Loan Disbursement Requests: Following technical review and approval of Contractor pay requests, assist the Town with submitting grant/loan disbursement requests to the FDEP including appropriate project progress reporting forms.
- 5.2.9** American Iron and Steel Requirements: Review construction Contractor submittals to monitor compliance with the American Iron and Steel requirements of the CWSRF Loan.
- 5.2.10** Davis-Bacon Provisions: Assist the Town in administering Davis-Bacon wage survey and reporting requirements that are a requirement of the CWSRF Loan.
- 5.2.11** FDEP CWSRF Site Inspections: Conduct site inspections with FDEP CWSRF staff, as required.
- 5.2.12** Other FDEP CWSRF Coordination: Coordinate with FDEP CWSRF staff on the Town's behalf to generally ensure compliance with the terms and conditions of the CWSRF funding agreement.
- 5.2.13** Substantial Completion: When the site work construction is substantially complete and when requested by the contractor(s) and approved by the Town, conduct one site visit to observe the substantially completed construction, prepare a punch list of the observed work items to be completed in general conformance with the approved plans and permits, and provide the Town and the Contractor with the punch list.

5.2.14 Final Completion: When the site work construction is 100% complete and when requested by the Contractor and approved by the Town, make one site visit per project to observe the completed construction & review completed punch list items.

5.2.15 System Startup Observation: Attend and observe system startup activities coordinated by construction contractor.

5.2.16 Record Drawings: Based on the Contractor's as-builts*, prepare Record Drawings of the system modification information.

*After the improvements are completely constructed, the Contract Documents require the contractor to provide Pennoni with certified (signed and sealed by a Florida Registered Professional Land Surveyor and Mapper) and electronic drawings in AutoCAD format, which clearly illustrate the as-built conditions of the site work construction. These as-builts shall fulfill the requirements of the Town, FDEP, and Pennoni, and be used as the basis of our Record Drawings.

5.2.17 Certification: If construction is deemed sufficient by Pennoni, submit prepared Certifications of Completion for the completed project to the FDEP and Town as applicable (Please note that any deviations from the approved construction plans, such as pipe slope, elevation differences, separation requirements, etc., which call into question the capacity of the systems to function as designed, could require additional services on Pennoni's part that are not included herein).

5.3 Exclusions: All other services not explicitly described in Items 5.1 and 5.2 above and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the Town, including but not limited to the following:

- Bid protest response assistance (would be performed on time and expense basis)
- Re-design or permitting services
- Right-of-way or easement acquisition assistance or preparing legal description documents to support these efforts
- Technical services during construction for any construction contract time extension(s)
- Excessive reviews (greater than two) of contractor submittals (shop drawings, pay applications, payroll documentation, as-builts, etc.)
- Participation in orders of taking and/or other litigation
- Boundary and topographic survey
- Specialized studies (environmental, archaeological, historical structures, etc. that are not anticipated).
- Wetland delineations, surveys, impact, and mitigation permitting, etc.
- Detailed cost estimating
- Paying for outside review or application fees
- Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Pennoni is party thereto

6.0 PENNONI'S COMPENSATION

Our lump sum fees, excluding reimbursable costs, to provide the above-described services are as follows:

Bidding Services.....	\$ 16,000
Technical Services During Construction	<u>\$238,000</u>
Total	\$254,000

6.1 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 Town-approved Schedule of Hourly Rates and Reimbursable Costs.

6.2 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, and interpret 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 not included in this proposal are the responsibility of the Town

7.4 Promptly advise Pennoni when the Town becomes aware of any concerns 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 (maps, as-built drawings, pumping station flow and/or run-time records, utility flow/billing data, etc.)

7.6 Provide access to all Town sites and facilities related to the Project

7.7 Provide FDEP all required financial and/or loan application documents to support funding requests and all funding contract requirements

- 7.8 Promptly execute all Town approvals (legal, Town Commission, etc.) required by the FDEP CWSRF Program to facilitate prompt implementation
- 7.9 Process all payments/reimbursement requests from the developer or all other 3rd parties who may be providing funding assistance on this Project.

8.0 OTHER MATTERS

- 8.1 Our 2022 Schedule of Hourly Rates and Reimbursable Costs, along with the Standard General Conditions and other provisions described in the referenced Master Agreement between Town and Engineer shall apply to this Task Authorization 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 seven 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 60 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 **PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY**

SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS
LIMITATION OF LIABILITY

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

_____ of _____ 2022.
(Day) (Month)

TOWN OF LAKE HAMILTON

Attest, Town Clerk

Mayor, Town of Lake Hamilton

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, PE, Associate VP and Municipal Division Manager

DATE: 6-1-22 _____



Memorandum

To: Town Council and Administrator

From: Public Services Director

Date: 5/31/22

Subject: Kokomo Road Speed Study overview and recommendation

The backstory on this project is that when I reported the damage to the two ends of Kokomo Road, I was asked by the council what could have caused it and I think it's pretty clear that the last 400 feet of the road peeling up was due to large dump trucks and semi's stopping from 60 MPH. The council asked me what can be done to lower the speed of the road and I informed them that the easiest way was to lower it to state statute for a municipal road, which is 30MPH. This would have been the easiest way to lower the speed limit and the Town attorney concurred. However, some of the council members felt that 30MPH was too slow for that road and asked what the other method was and I said that we would have to hire a traffic engineer for a speed study, but I warned that this study is based on the current speed people travel on this road and that it would likely result in no change to the speed limit. However, this was the only other option besides utilizing state statute and so this is the route that the council has chosen.

The results of the study are as I predicted and the recommendation from the engineer based on speed data is to leave the speed limit at 55MPH, the actual data recommended 60, but statute does not let that type of road go over 55MPH.

My recommendation remains that you lower the speed limit to the state statute of 30MPH.



KOKOMO ROAD SPEED STUDY US 27 TO SR 17 (SCENIC HIGHWAY) TECHNICAL REPORT

PREPARED FOR



PREPARED BY



CivilSurv Design Group, Inc.
2525 Drane Field Road
Lakeland, FL 33811

CIVILSURV PROJECT NO. 476001001
MAY 2022

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Signature Page

In accordance with Chapter 61G15-23.001, F.A.C., this Engineering Report has been prepared, in its entirety, under the responsible charge of the Professional Engineer. The Professional Engineer is practicing through CivilSurv Design Group, Inc., a duly qualified engineering business organization, located at 2525 Drane Field Road, Suite 7, Lakeland, Florida 33811.

Engineering Document Requirements

In accordance with Chapter 61G15-30.003, F.A.C., requirements for Engineering Documents are addressed as described below.

Information that provides material specifications required for the safe operation of the system that is a result of engineering calculations, knowledge, and experience.	Not applicable. This Engineering Document is an analysis / study report of existing conditions and proposed improvements designed by others.
If the Engineering Documents are intended to comply with requirements of any edition of federal, state, municipal, or county standards, codes, ordinances, laws, or rules, other than those currently in effect, the Engineering Documents must clearly state the edition and effective dates the Documents are intended to conform to.	Not applicable. This Engineering Document is intended to comply with the applicable standards, codes, ordinances, laws, and rules currently in effect.
Information, as determined by the Engineer of Record, needed for the safe and efficient operation of the system.	Not applicable. This Engineering Document is an analysis / study report of existing conditions and proposed improvements designed by others.
List engineering design criteria; reference project specific studies, reports, and delegated Engineering Documents.	<ul style="list-style-type: none"> • Design Criteria <ul style="list-style-type: none"> ○ Not Applicable • Project Specific Studies <ul style="list-style-type: none"> ○ Not Applicable • Reports <ul style="list-style-type: none"> ○ Not Applicable • Delegated Engineering Documents <ul style="list-style-type: none"> ○ Not Applicable
Identify clearly elements of the design that vary from the governing standards and depict / identify the alternate method used to ensure compliance with the stated purpose of these Responsibility Rules.	Not applicable.

Professional Engineer Signature, Date and Seal

John E. Howle, P.E.

Date

Florida Professional Engineer No. 27584

1. Introduction

This evaluation has been conducted by CivilSurv Design Group, Inc. (CivilSurv) at the request of the Town of Lake Hamilton to analyze the possibility of reducing the posted speed limit of Kokomo Road between US 27 and SR 17 (Scenic Highway).

2. Project Background

Kokomo Road is a 6.37-mile, two-lane undivided minor collector road running west to east between US 27 and CR 544 (Lake Marion Road). The 0.93-mile section of Kokomo Road from US 27 to SR 17 (Scenic Highway) is maintained by the Town of Lake Hamilton. The remaining 5.44 miles from SR 17 (Scenic Highway) to CR 544 (Lake Marion Road) is maintained by Polk County.

The project focuses on the potential speed issues on the section between US 27 and SR 17 (Scenic Highway).

Concerned with speeding on Kokomo Road, the Town of Lake Hamilton has asked CivilSurv to evaluate traffic operations on Kokomo Road within the study area. As set forth in Section 316.189 Florida Statutes, any alteration and posting of speed limits on municipal or county streets and road shall be based on an engineering and traffic investigation that determines such a change is reasonable and in conformity to criteria promulgated by The Florida Department of Transportation (FDOT). The FDOT *Speed Zoning for Highways, Roads, and Streets in Florida* provides the guidelines and recommended procedures for establishing uniform speed zones on State, Municipal, and County roadways throughout the State of Florida. This technical report follows the FDOT's guidance for evaluating the posted speed limit on Kokomo Road within the study area.

3. Existing Conditions

The study corridor is an undivided 2-lane road with a posted speed limit of 55 miles per hour.

The intersection of US 27 is 1-way stop-controlled with the stop condition on Kokomo Road and a free flow condition on US 27. The intersection of SR 17 (Scenic Highway) is 2-way stop controlled with the stop condition for Kokomo Road and free flow condition on SR 17 (Ridge Scenic Highway). **Figure 3.1** shows the location of the project.

Figure 3.1: Location Map

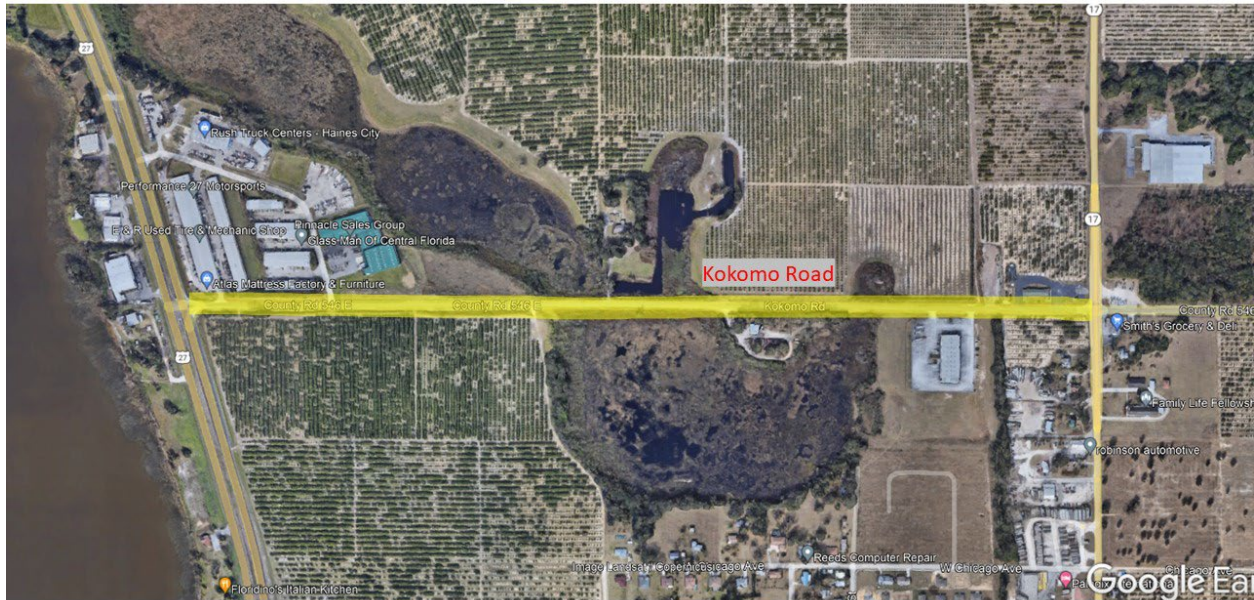
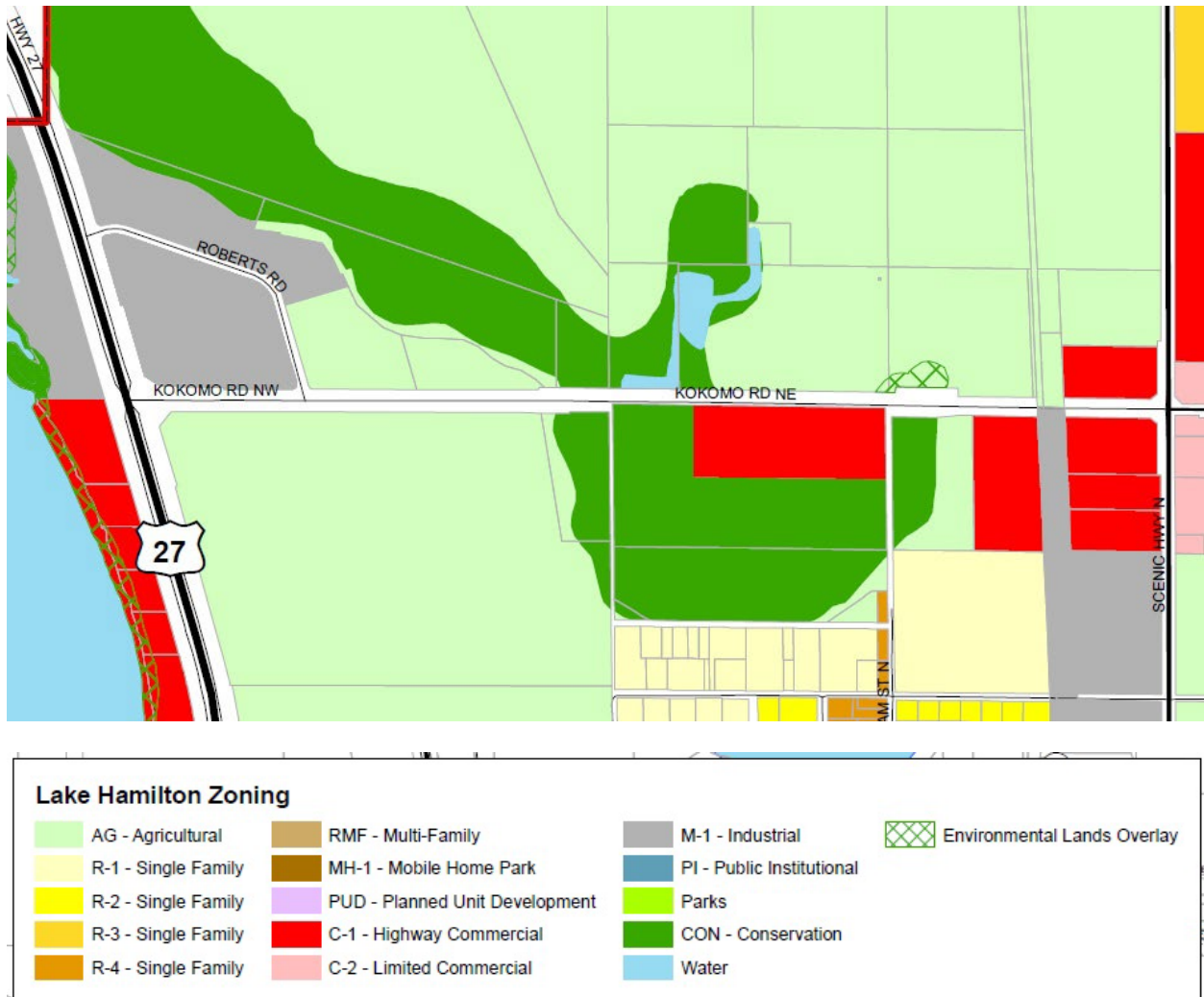


Figure 3.2 shows the surrounding land uses of the project area. The properties taking access from Kokomo Road within the project study area consist of mixed uses. Industrial uses (gray shaded areas) are located on the north side of the road from US 27 to Roberts Road and south near SR 17 (Scenic Highway) between C-1 Highway Commercial uses (red shaded areas). There is a section of C-1 Highway Commercial on the south side near the middle of the study area currently occupied by Martin Paving. Additional C-1 Highway Commercial is located closer to SR 17 (Scenic Highway) occupied by Pearce Worldwide Logistics on the south and Lake Hamilton Transportation on the north with additional C-1 Highway Commercial fronting SR 17 (Scenic Highway) and not taking access from Kokomo Road. The balance of the land uses is AG – Agricultural (light green shading) and CON – Conservation (dark green shading). These two land uses have minor impact to the traffic on Kokomo Road.

The road typical section consists of 2-10 feet wide travel lanes with an 8 feet wide unpaved shoulder. Drainage along the road varies from shallow swales to ditches approximately 2-1/2 feet deep, 0 to 6 feet bottom with 1' vertical to 4' horizontal front slope and approximate 1' vertical to 2' horizontal backslope. There are not any dedicated bike lanes or pedestrian facilities located along this section of road.

Overhead power lines are located on the north side of the road approximately 26 feet from the edge of the travel lane.

Figure 3.2: Surrounding Land Uses



4. Data Collection

Data collection consisted of performing 24-hour bi-direction speed and traffic counts using road tube counters, placing the road tube counters approximately midway between US 27 and SR 17 (Scenic Highway). Counts were performed Wednesday, March 30, 2022. Weather conditions on that day were clear.

The Speed Count Reports are included in **Appendix A**. Data from the road tube counters yielded the existing traffic volume and speeds traveling through the study corridor. The first three pages of the report show the eastbound speeds/volumes, the next three pages are the westbound speeds/volumes, and the last three pages are the combined speeds/volumes for the road. The tube counts showed that the total traffic volume on March 30th was 6,795 vehicles.

Volume counts were collected in 15-minute increments using tube traffic counters manufactured by PEEK Traffic Products.

5. 85th Percentile Speed

The 85th percentile speed is defined as the speed at or below which 85 percent of the observed free-flowing vehicles are traveling. The 10-mph pace is the 10-mph range containing the highest number of such vehicles contained in the study sample data.

According to the FDOT *Speed Zoning for Highways, Roads, and Streets in Florida*, studies historically have shown that the observed 85th percentile speed generally reflects the collective judgement of the vast majority of drivers as to a reasonable speed for given traffic and roadway conditions. Additionally, whenever minimum speed zones are used, the minimum posted speed should be within 5 mph of the observed 15th percentile speed.

The 85th and 15th percentile speeds are calculated as part of the tube counts and shown in the Speed Count Reports included in **Appendix A**. The results are shown in **Table 5.1**.

Table 5.1 - 85th and 15th Percentile Speeds

Direction	85 th Percentile Speed	15 th Percentile Speed	10 mph Pace Speed
Eastbound	59.5 mph	46.6 mph	51 – 60 mph
Westbound	59.2 mph	47.9 mph	51 – 60 mph
Combined	59.3 mph	47.2 mph	51 – 60 mph

6. Crash Data

Reported crash data was collected from the Polk County Sheriff's Office and the Lake Hamilton Police Department for accidents that occurred on this section of roadway over the past five years (2018 – 2022).

The Polk County Sheriff's Office reported one crash that occurred on February 7, 2022 where a vehicle ran into the rear of another vehicle approaching the stop sign on US 27 and reportedly the lead vehicle stopped too quickly.

The Lake Hamilton Police Department provided data showing that 23 crashes occurred during 2018, 16 during 2019, 26 during 2020, 34 during 2021, and during 2022 there were 12 crashes from January 1 to May 9, 2022.

The major type of violations reported are as follows:

- 1) Following to Closely – Vehicle was at stop sign, went to go and stopped again and was rear-ended
- 2) Violation of right of way – Vehicle was at stop sign then pulled out into the path of another vehicle

In these two instances, the vehicles were at either the US 27 or SR 17 (Scenic Highway) intersection and because the vehicles had already come to a stop near the intersection, the crash was not speed related.

While there were crashes that occurred within the intersections at US 27 and SR 17 (Scenic Highway), these accidents were not included in the evaluation since they did not have any bearing of the speed of Kokomo Road. **Table 6.1** contains the details of the non-intersection related crashes that occurred during this time period.

Table 6.1 - Crash Summary

Date	Primary Street	Intersecting Street	Contributing Factors	Analysis	Correctable w/ Speed Reduction
02/11/2018	Kokomo Road	SR 17 (Scenic Hwy)	Ran stop sign		No
02/29/2019	Kokomo Road	SR 17 (Scenic Hwy)	Vehicle Mirrors hit		No
03/05/2020	Kokomo Road	(SR 17 (Scenic Hwy)	Improper Backing		No
07/25/2021	Kokomo Road	(SR 17 (Scenic Hwy)	Ran stop sign		No
09/14/2021	Kokomo Road	US 27	Failure to maintain single lane		No
09/27/2021	Kokomo Road	Roberts Road	Failure to maintain single lane		No
10/26/2021	US 27	Kokomo Road	DUI		No
02/07/2022	Kokomo Road	US 27	None	Rear end collision approaching stop sign	No
02/12/2022	Kokomo Road	US 27	Improper U-turn		No

According to the *FDOT Speed Zoning for Highways, Roads, and Streets in Florida*, the most recent research on speed and crash occurrence strongly indicates that, all factors being equal, increased speeds increase crash occurrence. The magnitude of the increase is dependent on the specifics on each case, with urban areas having the most pronounced relationship and controlled-access facilities the weakest.

7. Design Speed

As defined by the American Association of State Highway and Transportation Officials (AASHTO), “*Design speed is a selected speed used to determine the various geometric features of the roadway. The assumed design speed should be a logical one with respect to the topography, anticipated operating speed, the adjacent land use, and the functional classification of the highway.*” Design speed is the selected speed to be used to determine various geometric design features of a street or highway when a road is being designed. Because of the age of Kokomo Road, there are no known records identifying the design speed.

The *Florida Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (Commonly known as the *Florida Greenbook*) is one of the design standards for municipal and county roads. The *2018 Green Book* is the current edition which states “*Selection of an appropriate design speed must consider the anticipated operating speed, topography, existing and future adjacent land use, and functional classification.*”

Table 7.1 identifies the recommended design speed for roads in the state of Florida based on the *Florida Greenbook*.

Table 7.1 – Recommended Design Speeds

Facility ¹		AADT (vehicles per hour)	Terrain	Design Speed (mph)
Freeways	Rural	All	Level and Rolling	70
	Urban	All	Level and Rolling	50 - 70 ²
Arterials	Rural	All	Level	60 - 70
			Rolling	50 - 70
	Urban	All	All	30 - 60 ³
Collectors	Rural	≥ 400	Level	60 – 65 (50 mph min for AADT 400 to 2000)
			Rolling	50 – 65 (40 mph min for AADT 400 to 2000)
		< 400	Level	40 - 60
			Rolling	30 - 60
	Urban	All	All	30 - 50 ³
Local	Rural	≥ 400	Level	50 - 60
			Rolling	40 - 60
		< 400	Level	30 - 50
			Rolling	20 - 40
	Urban	All	All	20 - 30 ⁴

Footnotes:

1. Urban design speeds are applicable to streets and highways located within designated urban boundaries as well as those streets and highways outside designated urban boundaries yet within small communities or urban like developed areas. Rural design speeds are applicable to all other rural areas.
2. A design speed of 70 mph should be used for urban freeways when practical. Lower design speeds should only be used in highly developed areas with closely spaced intersections. For these areas a minimum design speed of 60 mph is recommended unless it can be shown lower speeds will be consistent with driver expectancy.
3. Lower speeds apply to central business districts and in more developed areas while higher speeds are more applicable to outlying and developing areas.
4. Since the function of urban local streets is to provide access to adjacent property, all design elements should be consistent with the character of activity on and adjacent to the street, and should encourage speeds generally not exceeding 30 mph.

According to the Town of Lake Hamilton, they are currently working on roadway classification and it is anticipated that this section of Kokomo Road will be classified as a minor collector. This concurs with the urban collector road classification for this section of road on the Polk County Transportation Planning Organization's March 16, 2020 Roadway Network Database. For an urban collector road with rolling terrain and AADT greater than 400 vehicles per day, the design speed ranges from 30 to 50 miles per hour.

8. Posted Speed

According to the FDOT *Speed Zoning for Highways, Roads, and Streets in Florida*, the posted speed shall be rounded to the nearest multiple of 5 mph of the observed 85th percentile speed or upper limit of the 10-mph pace, whichever is less.

As shown in Section 5.0 of this Technical Report, the combined 85th Percentile Speed is 59.3 mph and the 10-mph pace speed is 51 – 60 mph. In accordance with this requirement, the posted speed limit should be 60 mph.

The FDOT *Speed Zoning for Highways, Roads, and Streets in Florida* further states that the existing speed limit within a speed zone will not be changed if the 85th percentile speed or upper limit of the 10 mph pace is within +/- 3 mph of the posted speed limit. Since the combined 85th percentile speed is 59.3 mph and the posted speed limit is 55 mph, the 3 mph limitation is exceeded by 1 mph therefore the speed limit may be changed.

However, Florida Statute 316.183 sets the maximum speed at 55 mph for this type of facility. Furthermore, Florida Statute 316.183(2) sets the maximum speed for all vehicles to 30 miles per hour in business or residential districts, and 55 mph for all other locations.

9. Target Speed

The Target Speed is the highest speed at which vehicles should operate on a thoroughfare in a specific context, consistent with the level of multi-modal activity generated by adjacent land uses, to provide both mobility for motor vehicles and a safe environment for pedestrians, bicyclists, and public transit users. The target speed is influenced by elements of roadway design that are governed by design speed as discussed in Section 7.0 of this Technical Report.

Florida Statute Section 316.189 (1) states that the maximum speed within any municipality is 30 mph. Municipalities may set speed zones altering such speeds, both as to maximum and minimum, after an investigation determines such a change is reasonable and in conformity to criteria promulgated by the FDOT, except that no such speed zone shall permit a speed of more than 60 mph.

Furthermore, Florida Statute 316.183(2) sets the maximum speed for all vehicles to 30 miles per hour in business or residential districts, and 55 mph for all other locations.

10. Results

Factors to be considered when establishing the posted speed limit for a road are the 85th percentile speed, 10 mph pace speed, crash data, design speed, and target speed. These factors and the findings of this study are shown in **Table 10.1**.

Table 10.1 – Posted Speed Limit Considerations

Posted Speed Limit Factor	Finding
85 th percentile speed	59 mph
10 mph pace speed	51 – 60 mph
Crash data	No crashes appeared to be speed related
Design speed	30 – 50 mph
Target speed	55 mph

With Kokomo Road between US 27 and SR 17 (Scenic Highway) lying within the municipal limits of the Town of Lake Hamilton, Florida Statute Section 316.189 would require the speed limit for Kokomo Road to be set at 30 mph within the town limits. However, the statute does allow the speed limit of municipal roads to be set at a higher speed based on a speed study such as this technical memorandum.

The 85th percentile speed of 59 mph is the speed that generally reflects the collective judgement of the vast majority of drivers as to a reasonable speed for given traffic and roadway conditions. Based on the 85th percentile speed, the posted speed for this section of Kokomo Road should be posted at 60 mph. However, this exceeds the maximum speed limit allowed by Florida Statute 316.183(2) which is 55 mph.

11. Recommendations

With Kokomo Road between US 27 and SR 17 (Scenic Highway) lying within the municipal limits of Lake Hamilton, Florida Statute Section 316.189 would require the speed limit for Kokomo Road to be set at 30 mph within the town limits. However, the statute does allow the speed limit of municipal roads to be set at a higher speed based on a speed study such as this technical memorandum.

Based on this study, the 85th percentile speed is 59.3 mph which would result in a posted speed limit of 60 mph. However, this speed is greater than the allowed maximum speed of 55 mph in accordance with Florida Statute 316.183(2).

Therefore, it is recommended that the posted speed limit for Kokomo Road remain at the currently posted speed of 55 mph.

Appendix A: Speed Count Reports

SPEED COUNT REPORT

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Location: Kokomo Rd between US 27 & SR 17
 City/County: Lake Hamilton/Polk
 GPS: 28.055412, -81.626997
 Direction: Eastbound

Day/Date: Wednesday/3-30-22
 Posted Speed Limit: 55mph

END TIME	SPEED															Total
	1-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	>80	
15	0	0	0	0	0	1	0	4	9	0	1	0	0	0	0	15
30	0	0	0	0	0	0	1	2	1	2	1	0	0	0	0	7
45	0	0	0	0	0	0	1	2	2	4	2	1	0	0	0	12
100	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	1	2	8	14	8	4	1	0	0	0	38
115	0	0	0	0	0	0	4	1	2	0	0	1	0	0	0	8
130	0	0	0	0	0	0	1	3	4	5	3	1	0	0	0	17
145	0	0	0	0	0	0	0	1	2	5	0	0	0	0	0	8
200	0	0	0	0	1	0	0	4	3	1	0	0	0	0	0	9
Hourly Total	0	0	0	0	1	0	5	9	11	11	3	2	0	0	0	42
215	0	0	0	0	0	1	0	4	3	1	0	0	0	0	0	9
230	0	0	0	0	0	0	1	1	3	2	0	0	0	0	0	7
245	0	0	0	0	0	0	0	0	4	0	3	0	0	0	0	7
300	0	0	0	0	0	0	2	1	2	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	1	3	6	12	3	3	0	0	0	0	28
315	0	0	0	0	0	0	0	0	7	1	1	0	0	0	0	9
330	0	0	0	0	0	0	0	3	1	1	2	0	0	0	0	7
345	0	0	0	0	0	0	0	2	2	1	0	0	0	0	0	5
400	0	0	0	0	0	1	0	1	2	0	0	0	0	0	0	4
Hourly Total	0	0	0	0	0	1	0	6	12	3	3	0	0	0	0	25
415	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	3
430	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0	4
445	0	0	0	0	0	0	1	1	1	0	1	1	0	0	0	5
500	0	0	0	0	0	0	0	3	5	1	1	0	0	0	0	10
Hourly Total	0	0	0	0	0	0	2	6	10	1	2	1	0	0	0	22
515	0	0	0	0	0	0	0	3	6	0	0	0	0	0	0	9
530	0	0	0	0	0	1	0	1	4	2	2	1	0	0	0	11
545	0	0	0	0	0	0	1	3	7	4	5	1	0	0	0	21
600	0	0	0	0	0	1	5	2	7	9	0	0	0	1	0	25
Hourly Total	0	0	0	0	0	2	6	9	24	15	7	2	0	1	0	66
615	0	0	0	0	0	0	2	6	2	2	4	1	0	1	0	18
630	0	0	0	0	1	1	5	2	5	0	2	1	0	0	1	18
645	0	0	0	0	1	0	6	4	10	8	1	0	0	0	0	30
700	0	0	0	0	2	8	3	5	3	6	1	1	0	0	0	29
Hourly Total	0	0	0	0	4	9	16	17	20	16	8	3	0	1	1	95
715	0	0	0	0	0	0	2	5	10	13	0	1	1	0	1	33
730	0	0	0	0	0	0	3	1	4	19	3	1	0	0	0	31
745	0	0	0	0	0	0	2	19	17	11	3	1	0	0	0	53
800	0	0	0	0	0	0	4	17	14	5	4	0	0	0	0	44
Hourly Total	0	0	0	0	0	0	11	42	45	48	10	3	1	0	1	161
815	0	0	1	0	0	0	0	13	16	13	1	1	0	0	0	45

830	0	0	0	0	0	3	3	9	8	8	3	1	0			36
845	0	0	0	0	0	1	5	10	8	4	10	1	0	0	0	39
900	0	0	0	0	0	1	2	5	16	10	3	1	0	0	0	38
Hourly Total	0	0	1	0	0	5	10	37	48	35	17	4	0	0	1	158
915	0	0	0	0	0	0	1	10	4	6	2	0	0	0	0	23
930	0	0	0	0	0	0	6	6	14	11	3	0	0	0	0	40
945	0	0	0	0	2	0	5	9	13	7	2	0	0	0	0	38
1000	0	0	0	0	0	0	4	10	16	7	4	2	0	0	0	43
Hourly Total	0	0	0	0	2	0	16	35	47	31	11	2	0	0	0	144
1015	0	0	0	0	0	2	2	7	14	7	3	0	0	0	0	35
1030	0	0	0	0	0	0	0	3	15	5	1	1	0	0	1	26
1045	0	0	0	0	0	0	0	2	10	6	7	1	1	0	0	27
1100	0	0	0	0	0	2	1	9	8	12	1	0	0	0	0	33
Hourly Total	0	0	0	0	0	4	3	21	47	30	12	2	1	0	1	121
1115	0	0	0	0	0	0	0	8	11	12	3	1	0	0	0	35
1130	0	0	0	0	0	0	2	7	18	4	3	1	1	0	0	36
1145	0	0	0	0	0	1	2	11	13	14	3	0	0	0	1	45
1200	0	0	0	0	0	0	4	16	16	7	7	0	0	1	0	51
Hourly Total	0	0	0	0	0	1	8	42	58	37	16	2	1	1	1	167
1215	0	0	0	0	0	0	2	13	18	9	4	1	0	0	0	47
1230	0	0	0	0	0	0	2	6	22	9	3	1	0	0	0	43
1245	0	0	0	0	0	0	1	9	14	6	2	0	0	1	0	33
1300	0	0	0	0	0	1	0	7	20	7	2	2	0	0	0	39
Hourly Total	0	0	0	0	0	1	5	35	74	31	11	4	0	1	0	162
1315	0	0	0	0	0	0	2	10	18	15	3	0	0	0	0	48
1330	0	0	0	0	0	0	1	5	9	9	2	1	0	0	1	28
1345	0	0	0	0	0	0	3	6	16	13	3	5	0	0	0	46
1400	0	0	0	0	0	0	4	13	7	16	4	1	0	0	0	45
Hourly Total	0	0	0	0	0	0	10	34	50	53	12	7	0	0	1	167
1415	0	0	0	0	0	0	3	11	14	10	3	0	1	0	0	42
1430	0	0	0	0	0	2	4	7	19	19	3	0	2	0	0	56
1445	0	0	0	0	0	0	3	12	19	15	3	0	0	0	0	52
1500	0	0	0	0	1	2	2	9	13	12	7	1	0	0	0	47
Hourly Total	0	0	0	0	1	4	12	39	65	56	16	1	3	0	0	197
1515	0	0	0	0	0	0	8	4	31	20	5	4	0	1	0	73
1530	0	0	0	0	0	1	5	10	18	19	3	1	0	0	0	57
1545	1	0	0	0	0	0	2	16	36	17	4	1	0	0	0	77
1600	0	0	0	0	0	2	4	6	18	17	8	4	1	0	0	60
Hourly Total	1	0	0	0	0	3	19	36	103	73	20	10	1	1	0	267
1615	0	0	0	0	0	2	3	8	26	18	3	2	0	0	0	62
1630	0	0	0	0	0	1	10	12	14	16	9	2	0	1	0	65
1645	0	0	0	0	0	0	0	8	21	20	7	1	0	0	0	57
1700	0	0	0	0	0	3	3	6	24	22	7	4	0	0	0	69
Hourly Total	0	0	0	0	0	6	16	34	85	76	26	9	0	1	0	253
1715	0	0	0	0	0	0	7	15	35	21	6	0	0	0	0	84
1730	0	0	0	0	0	0	2	10	22	25	10	1	0	0	0	70
1745	0	0	0	0	0	1	1	7	26	25	11	2	0	0	0	73
1800	0	0	0	0	0	0	2	6	13	17	15	5	2	2	0	62
Hourly Total	0	0	0	0	0	1	12	38	96	88	42	8	2	2	0	289
1815	0	0	0	0	0	0	2	7	18	19	11	2	0	0	0	59

1830	0	0	0	0	0	0	1	9	27	22	2	2	0	0	0	63
1845	0	0	0	0	0	0	0	6	30	19	5	2	1	0	0	63
1900	0	0	0	0	0	0	3	13	18	17	2	2	1	0	0	56
Hourly Total	0	0	0	0	0	0	6	35	93	77	20	8	2	0	0	241
1915	0	0	0	0	0	0	1	9	13	17	10	2	1	0	0	53
1930	0	0	0	0	0	0	3	7	12	15	6	0	1	0	0	44
1945	0	0	0	0	1	2	6	13	11	7	6	0	0	0	0	46
2000	0	0	0	0	0	0	1	5	19	15	4	2	1	0	1	48
Hourly Total	0	0	0	0	1	2	11	34	55	54	26	4	3	0	1	191
2015	0	0	0	0	0	3	10	8	17	4	1	1	0	0	0	44
2030	0	0	0	0	0	1	3	14	14	7	0	0	0	0	0	39
2045	0	0	0	0	0	0	3	12	16	6	1	0	0	0	0	38
2100	0	0	0	0	0	1	4	20	17	7	0	0	0	0	0	49
Hourly Total	0	0	0	0	0	5	20	54	64	24	2	1	0	0	0	170
2115	0	0	0	0	0	2	5	5	11	9	0	1	0	0	1	34
2130	0	0	0	0	0	0	3	4	12	9	3	0	0	0	0	31
2145	0	0	0	0	0	0	1	9	8	5	1	0	0	0	0	24
2200	0	0	0	0	0	1	3	15	8	3	2	0	0	0	1	33
Hourly Total	0	0	0	0	0	3	12	33	39	26	6	1	0	0	2	122
2215	0	0	0	0	0	3	1	4	7	10	1	1	0	0	0	27
2230	0	0	0	0	0	0	2	7	9	4	3	1	0	0	0	26
2245	0	0	0	0	0	0	3	5	10	3	0	0	0	0	0	21
2300	0	0	0	0	0	0	3	7	12	6	3	0	3	0	0	34
Hourly Total	0	0	0	0	0	3	9	23	38	23	7	2	3	0	0	108
2315	0	0	0	0	0	1	3	8	2	5	2	1	0	0	0	22
2330	0	0	0	0	0	0	0	5	4	6	2	1	1	0	1	20
2345	0	0	0	0	0	1	1	4	3	2	2	0	0	0	0	13
2400	0	0	0	0	0	0	0	6	6	3	1	0	0	0	0	16
Hourly Total	0	0	0	0	0	2	4	23	15	16	7	2	1	0	1	71
DAILY TOTAL	1	0	1	0	9	54	218	656	1125	835	291	79	18	8	10	3305
Percentages	0.0%	0.0%	0.0%	0.0%	0.3%	1.6%	6.6%	19.8%	34.0%	25.3%	8.8%	2.4%	0.5%	0.2%	0.3%	

Statistical Information:

85th Percentile Speed 59.5 mph
 10mph Pace Speed 51-60 mph
 1,960 vehicles in pace
 59.3% of total vehicles

15th Percentile Speed 46.6 mph
 Median Speed 53.2 mph
 Average Speed 53.3 mph
 Vehicles > 55mph 1241
 % Vehicles > 55mph 37.5%

SPEED COUNT REPORT

225

Location: Kokomo Rd between US 27 & SR 17
 City/County: Lake Hamilton/Polk
 GPS: 28.055412, -81.626997
 Direction: Westbound

Day/Date: Wednesday/3-30-22
 Posted Speed Limit: 55mph

END TIME	SPEED															Total
	1-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	>80	
15	0	0	0	0	0	0	0	2	7	2	0	1	0	1	0	13
30	0	0	0	0	0	0	1	0	3	1	0	1	0	0	0	6
45	0	0	0	0	0	0	0	1	3	1	0	0	0	0	0	5
100	0	0	0	0	0	0	0	1	4	1	1	0	0	0	1	8
Hourly Total	0	0	0	0	0	0	1	4	17	5	1	2	0	1	1	32
115	0	0	0	0	0	0	0	1	2	2	0	1	0	0	0	6
130	0	0	0	0	0	0	0	1	2	6	0	0	0	0	0	9
145	0	0	0	0	0	0	0	3	0	5	0	1	0	1	0	10
200	0	0	0	0	0	0	0	1	0	5	0	0	0	0	0	6
Hourly Total	0	0	0	0	0	0	0	6	4	18	0	2	0	1	0	31
215	0	0	0	0	0	0	1	3	3	3	0	0	0	0	0	10
230	0	0	0	0	0	0	0	3	3	3	1	0	0	0	0	10
245	0	0	0	0	0	0	0	0	2	2	1	1	0	0	0	6
300	0	0	0	0	0	0	0	1	2	4	1	0	1	0	0	9
Hourly Total	0	0	0	0	0	0	1	7	10	12	3	1	1	0	0	35
315	0	0	0	0	0	0	0	1	2	9	3	0	0	0	0	15
330	0	0	0	0	0	0	1	3	4	1	1	0	0	0	0	10
345	0	0	0	1	0	0	0	0	2	6	2	1	0	0	0	12
400	0	0	0	0	0	0	0	3	11	5	2	0	0	0	0	21
Hourly Total	0	0	0	1	0	0	1	7	19	21	8	1	0	0	0	58
415	0	0	0	0	0	0	0	5	14	5	1	0	0	0	0	25
430	0	0	0	0	0	0	2	2	13	7	2	0	0	0	0	26
445	0	0	0	0	0	0	0	4	10	4	2	1	0	0	0	21
500	0	0	0	0	0	0	0	0	7	11	1	0	0	0	0	19
Hourly Total	0	0	0	0	0	0	2	11	44	27	6	1	0	0	0	91
515	0	0	0	0	0	0	0	3	9	17	3	1	1	0	0	34
530	0	0	0	0	0	0	1	10	11	17	10	0	0	1	0	50
545	0	0	0	0	0	0	4	9	15	11	1	0	0	0	0	40
600	0	0	0	0	0	0	4	14	21	10	1	0	0	0	0	50
Hourly Total	0	0	0	0	0	0	9	36	56	55	15	1	1	1	0	174
615	0	0	0	0	0	0	0	9	17	10	2	1	0	0	0	39
630	1	0	0	0	0	0	2	6	18	18	4	1	0	0	0	50
645	0	0	0	0	0	1	5	15	18	13	2	0	1	0	0	55
700	0	0	0	0	0	0	8	18	26	11	2	3	0	0	0	68
Hourly Total	1	0	0	0	0	1	15	48	79	52	10	5	1	0	0	212
715	0	0	0	0	0	0	3	14	21	17	7	1	0	0	1	64
730	0	0	0	0	2	1	2	6	26	30	11	7	1	0	0	86
745	0	0	0	0	1	1	4	7	34	28	6	0	0	0	0	81
800	0	0	0	0	0	0	7	14	31	21	9	1	1	0	0	84
Hourly Total	0	0	0	0	3	2	16	41	112	96	33	9	2	0	1	315
815	0	0	0	0	0	0	2	6	19	28	15	2	1	0	1	74

830	0	0	0	0	0	0	6	8	21	19	6	3	0	0	0	63
845	0	0	0	0	0	0	2	10	20	26	6	0	3	0	0	67
900	0	0	0	0	0	0	0	5	20	14	7	2	0	0	0	48
Hourly Total	0	0	0	0	0	0	10	29	80	87	34	7	4	0	1	252
915	0	0	0	0	0	0	3	9	24	17	5	1	0	0	0	59
930	0	0	0	0	0	0	3	12	26	13	4	0	0	0	0	58
945	0	0	0	0	0	0	2	10	25	16	7	0	0	0	0	60
1000	0	0	1	0	0	0	1	6	22	17	4	2	0	0	0	53
Hourly Total	0	0	1	0	0	0	9	37	97	63	20	3	0	0	0	230
1015	0	0	0	0	0	1	1	6	19	8	3	0	0	0	0	38
1030	0	0	0	0	0	0	1	6	25	13	3	0	0	0	0	48
1045	0	0	0	0	0	0	0	2	24	11	2	2	2	0	0	43
1100	0	0	0	0	0	2	3	9	9	19	1	2	0	0	1	46
Hourly Total	0	0	0	0	0	3	5	23	77	51	9	4	2	0	1	175
1115	0	0	0	0	0	0	0	10	17	7	3	2	0	0	0	39
1130	0	0	0	0	0	0	0	1	22	5	7	2	0	0	0	37
1145	0	0	0	0	0	0	2	5	9	31	3	1	1	0	0	52
1200	0	0	0	0	0	0	1	2	6	31	0	0	0	0	0	40
Hourly Total	0	0	0	0	0	0	3	18	54	74	13	5	1	0	0	168
1215	0	0	0	0	1	0	2	3	21	10	1	0	0	0	0	38
1230	0	0	0	0	0	1	2	2	19	11	5	0	0	0	0	40
1245	0	0	0	0	0	0	0	5	4	17	6	4	1	0	0	37
1300	0	0	0	0	0	3	1	2	3	21	4	2	0	0	0	36
Hourly Total	0	0	0	0	1	4	5	12	47	59	16	6	1	0	0	151
1315	0	0	0	0	0	0	1	3	26	12	0	0	0	0	0	42
1330	0	0	0	0	0	0	0	8	27	4	0	0	0	0	0	39
1345	1	0	0	0	0	0	1	9	22	4	4	3	1	0	0	45
1400	0	0	0	0	1	2	3	16	28	3	0	1	0	0	0	54
Hourly Total	1	0	0	0	1	2	5	36	103	23	4	4	1	0	0	180
1415	0	0	0	0	0	1	3	25	17	5	4	1	1	0	0	57
1430	0	0	0	0	0	0	7	9	26	8	0	0	0	0	0	50
1445	0	0	0	0	0	0	0	13	37	7	3	0	0	0	0	60
1500	0	0	0	0	1	1	1	3	33	5	2	1	1	0	0	48
Hourly Total	0	0	0	0	1	2	11	50	113	25	9	2	2	0	0	215
1515	0	0	0	0	0	0	1	5	40	6	3	0	0	0	0	55
1530	0	0	0	0	0	1	2	1	25	9	4	1	0	2	0	45
1545	0	0	0	0	1	0	5	5	15	26	4	2	0	0	0	58
1600	0	0	0	0	0	0	1	4	24	6	1	0	0	0	0	36
Hourly Total	0	0	0	0	1	1	9	15	104	47	12	3	0	2	0	194
1615	0	0	0	0	0	0	3	8	34	3	5	0	0	0	0	53
1630	0	0	0	0	0	0	2	7	25	8	2	1	0	0	0	45
1645	0	0	0	0	0	0	1	2	34	8	1	2	0	0	0	48
1700	0	0	0	0	1	1	2	2	29	3	4	1	0	0	0	43
Hourly Total	0	0	0	0	1	1	8	19	122	22	12	4	0	0	0	189
1715	0	0	0	1	0	2	1	7	22	10	6	2	0	0	0	51
1730	0	1	0	0	0	0	3	4	20	10	5	1	0	0	0	44
1745	0	0	0	0	0	0	5	4	23	15	9	1	1	0	0	58
1800	0	0	0	0	0	0	3	4	15	21	0	2	0	0	0	45
Hourly Total	0	1	0	1	0	2	12	19	80	56	20	6	1	0	0	198
1815	0	0	0	0	1	0	1	6	23	9	4	2	1	0	0	47

1830	0	0	0	0	0	2	4	3	15	2	3	0	0	0	0	29
1845	0	0	0	0	0	0	0	4	16	10	4	1	0	1	0	36
1900	0	0	0	0	0	0	1	8	9	7	3	1	0	0	0	29
Hourly Total	0	0	0	0	1	2	6	21	63	28	14	4	1	1	0	141
1915	0	0	0	0	0	0	3	3	15	7	7	0	0	0	0	35
1930	0	0	0	0	0	0	1	5	7	8	4	0	1	0	1	27
1945	0	0	0	0	0	2	1	6	20	7	1	2	0	0	0	39
2000	0	0	0	0	0	0	2	8	19	5	3	0	0	0	0	37
Hourly Total	0	0	0	0	0	2	7	22	61	27	15	2	1	0	1	138
2015	0	0	0	0	0	0	2	3	14	3	3	1	0	0	0	26
2030	0	0	0	0	0	1	5	7	11	4	3	0	0	1	0	32
2045	0	0	0	0	0	0	0	8	10	5	2	0	0	0	0	25
2100	0	0	0	1	0	0	3	1	11	11	2	0	1	0	0	30
Hourly Total	0	0	0	1	0	1	10	19	46	23	10	1	1	1	0	113
2115	0	0	0	0	0	1	5	4	8	5	3	0	0	0	0	26
2130	0	0	0	0	0	0	3	7	9	5	2	0	0	0	0	26
2145	0	0	0	0	0	1	3	1	14	4	1	0	0	0	0	24
2200	0	0	0	0	0	0	3	3	11	2	1	0	0	0	0	20
Hourly Total	0	0	0	0	0	2	14	15	42	16	7	0	0	0	0	96
2215	0	0	0	0	0	0	1	4	9	2	0	0	0	0	0	16
2230	0	0	0	0	0	0	4	2	10	1	0	0	0	0	0	17
2245	0	0	0	0	0	0	1	6	6	2	0	0	0	0	0	15
2300	0	0	0	0	0	0	2	11	4	0	0	0	0	0	0	17
Hourly Total	0	0	0	0	0	0	8	23	29	5	0	0	0	0	0	65
2315	0	0	0	0	0	1	0	6	0	1	0	0	0	0	0	8
2330	0	0	0	0	0	1	1	5	0	3	0	0	0	0	0	10
2345	0	0	0	0	0	0	0	2	2	1	1	0	0	0	0	6
2400	0	0	0	0	0	0	2	1	8	1	0	1	0	0	0	13
Hourly Total	0	0	0	0	0	2	3	14	10	6	1	1	0	0	0	37
DAILY TOTAL	2	1	1	3	9	27	170	532	1469	898	272	74	20	7	5	3490
Percentages	0.1%	0.0%	0.0%	0.1%	0.3%	0.8%	4.9%	15.2%	42.1%	25.7%	7.8%	2.1%	0.6%	0.2%	0.1%	

Statistical Information:

85th Percentile Speed 59.2 mph
 10mph Pace Speed 51-60 mph
 2,367 vehicles in pace
 67.8% of total vehicles

15th Percentile Speed 47.9 mph
 Median Speed 53.4 mph
 Average Speed 53.6 mph
 Vehicles > 55mph 1276
 % Vehicles > 55mph 36.6%

SPEED COUNT REPORT

228

Location: Kokomo Rd between US 27 & SR 17
 City/County: Lake Hamilton/Polk
 GPS: 28.055412, -81.626997
 Direction: Combined

Day/Date: Wednesday/3-30-22
 Posted Speed Limit: 55mph

END TIME	SPEED															Total
	1-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	>80	
15	0	0	0	0	0	1	0	6	16	2	1	1	0	1	0	28
30	0	0	0	0	0	0	2	2	4	3	1	1	0	0	0	13
45	0	0	0	0	0	0	1	3	5	5	2	1	0	0	0	17
100	0	0	0	0	0	0	0	1	6	3	1	0	0	0	1	12
Hourly Total	0	0	0	0	0	1	3	12	31	13	5	3	0	1	1	70
115	0	0	0	0	0	0	4	2	4	2	0	2	0	0	0	14
130	0	0	0	0	0	0	1	4	6	11	3	1	0	0	0	26
145	0	0	0	0	0	0	0	4	2	10	0	1	0	1	0	18
200	0	0	0	0	1	0	0	5	3	6	0	0	0	0	0	15
Hourly Total	0	0	0	0	1	0	5	15	15	29	3	4	0	1	0	73
215	0	0	0	0	0	1	1	7	6	4	0	0	0	0	0	19
230	0	0	0	0	0	0	1	4	6	5	1	0	0	0	0	17
245	0	0	0	0	0	0	0	0	6	2	4	1	0	0	0	13
300	0	0	0	0	0	0	2	2	4	4	1	0	1	0	0	14
Hourly Total	0	0	0	0	0	1	4	13	22	15	6	1	1	0	0	63
315	0	0	0	0	0	0	0	1	9	10	4	0	0	0	0	24
330	0	0	0	0	0	0	1	6	5	2	3	0	0	0	0	17
345	0	0	0	1	0	0	0	2	4	7	2	1	0	0	0	17
400	0	0	0	0	0	1	0	4	13	5	2	0	0	0	0	25
Hourly Total	0	0	0	1	0	1	1	13	31	24	11	1	0	0	0	83
415	0	0	0	0	0	0	0	7	15	5	1	0	0	0	0	28
430	0	0	0	0	0	0	3	2	16	7	2	0	0	0	0	30
445	0	0	0	0	0	0	1	5	11	4	3	2	0	0	0	26
500	0	0	0	0	0	0	0	3	12	12	2	0	0	0	0	29
Hourly Total	0	0	0	0	0	0	4	17	54	28	8	2	0	0	0	113
515	0	0	0	0	0	0	0	6	15	17	3	1	1	0	0	43
530	0	0	0	0	0	1	1	11	15	19	12	1	0	1	0	61
545	0	0	0	0	0	0	5	12	22	15	6	1	0	0	0	61
600	0	0	0	0	0	1	9	16	28	19	1	0	0	1	0	75
Hourly Total	0	0	0	0	0	2	15	45	80	70	22	3	1	2	0	240
615	0	0	0	0	0	0	2	15	19	12	6	2	0	1	0	57
630	1	0	0	0	1	1	7	8	23	18	6	2	0	0	1	68
645	0	0	0	0	1	1	11	19	28	21	3	0	1	0	0	85
700	0	0	0	0	2	8	11	23	29	17	3	4	0	0	0	97
Hourly Total	1	0	0	0	4	10	31	65	99	68	18	8	1	1	1	307
715	0	0	0	0	0	0	5	19	31	30	7	2	1	0	2	97
730	0	0	0	0	2	1	5	7	30	49	14	8	1	0	0	117
745	0	0	0	0	1	1	6	26	51	39	9	1	0	0	0	134
800	0	0	0	0	0	0	11	31	45	26	13	1	1	0	0	128
Hourly Total	0	0	0	0	3	2	27	83	157	144	43	12	3	0	2	476
815	0	0	1	0	0	0	2	19	35	41	16	3	1	0	1	119

830	0	0	0	0	0	3	9	17	29	27	9	4	0	0	0	99
845	0	0	0	0	0	1	7	20	28	30	16	1	3	0	0	106
900	0	0	0	0	0	1	2	10	36	24	10	3	0	0	0	86
Hourly Total	0	0	1	0	0	5	20	66	128	122	51	11	4	0	2	410
915	0	0	0	0	0	0	4	19	28	23	7	1	0	0	0	82
930	0	0	0	0	0	0	9	18	40	24	7	0	0	0	0	98
945	0	0	0	0	2	0	7	19	38	23	9	0	0	0	0	98
1000	0	0	1	0	0	0	5	16	38	24	8	4	0	0	0	96
Hourly Total	0	0	1	0	2	0	25	72	144	94	31	5	0	0	0	374
1015	0	0	0	0	0	3	3	13	33	15	6	0	0	0	0	73
1030	0	0	0	0	0	0	1	9	40	18	4	1	0	0	1	74
1045	0	0	0	0	0	0	0	4	34	17	9	3	3	0	0	70
1100	0	0	0	0	0	4	4	18	17	31	2	2	0	0	1	79
Hourly Total	0	0	0	0	0	7	8	44	124	81	21	6	3	0	2	296
1115	0	0	0	0	0	0	0	18	28	19	6	3	0	0	0	74
1130	0	0	0	0	0	0	2	8	40	9	10	3	1	0	0	73
1145	0	0	0	0	0	1	4	16	22	45	6	1	1	0	1	97
1200	0	0	0	0	0	0	5	18	22	38	7	0	0	1	0	91
Hourly Total	0	0	0	0	0	1	11	60	112	111	29	7	2	1	1	335
1215	0	0	0	0	1	0	4	16	39	19	5	1	0	0	0	85
1230	0	0	0	0	0	1	4	8	41	20	8	1	0	0	0	83
1245	0	0	0	0	0	0	1	14	18	23	8	4	1	1	0	70
1300	0	0	0	0	0	4	1	9	23	28	6	4	0	0	0	75
Hourly Total	0	0	0	0	1	5	10	47	121	90	27	10	1	1	0	313
1315	0	0	0	0	0	0	3	13	44	27	3	0	0	0	0	90
1330	0	0	0	0	0	0	1	13	36	13	2	1	0	0	1	67
1345	1	0	0	0	0	0	4	15	38	17	7	8	1	0	0	91
1400	0	0	0	0	1	2	7	29	35	19	4	2	0	0	0	99
Hourly Total	1	0	0	0	1	2	15	70	153	76	16	11	1	0	1	347
1415	0	0	0	0	0	1	6	36	31	15	7	1	2	0	0	99
1430	0	0	0	0	0	2	11	16	45	27	3	0	2	0	0	106
1445	0	0	0	0	0	0	3	25	56	22	6	0	0	0	0	112
1500	0	0	0	0	2	3	3	12	46	17	9	2	1	0	0	95
Hourly Total	0	0	0	0	2	6	23	89	178	81	25	3	5	0	0	412
1515	0	0	0	0	0	0	9	9	71	26	8	4	0	1	0	128
1530	0	0	0	0	0	2	7	11	43	28	7	2	0	2	0	102
1545	1	0	0	0	1	0	7	21	51	43	8	3	0	0	0	135
1600	0	0	0	0	0	2	5	10	42	23	9	4	1	0	0	96
Hourly Total	1	0	0	0	1	4	28	51	207	120	32	13	1	3	0	461
1615	0	0	0	0	0	2	6	16	60	21	8	2	0	0	0	115
1630	0	0	0	0	0	1	12	19	39	24	11	3	0	1	0	110
1645	0	0	0	0	0	0	1	10	55	28	8	3	0	0	0	105
1700	0	0	0	0	1	4	5	8	53	25	11	5	0	0	0	112
Hourly Total	0	0	0	0	1	7	24	53	207	98	38	13	0	1	0	442
1715	0	0	0	1	0	2	8	22	57	31	12	2	0	0	0	135
1730	0	1	0	0	0	0	5	14	42	35	15	2	0	0	0	114
1745	0	0	0	0	0	1	6	11	49	40	20	3	1	0	0	131
1800	0	0	0	0	0	0	5	10	28	38	15	7	2	2	0	107
Hourly Total	0	1	0	1	0	3	24	57	176	144	62	14	3	2	0	487
1815	0	0	0	0	1	0	3	13	41	28	15	4	1	0	0	106

1830	0	0	0	0	0	2	5	12	42	24	5	2	0	0	0	92
1845	0	0	0	0	0	0	0	10	46	29	9	3	1	1	0	99
1900	0	0	0	0	0	0	4	21	27	24	5	3	1	0	0	85
Hourly Total	0	0	0	0	1	2	12	56	156	105	34	12	3	1	0	382
1915	0	0	0	0	0	0	4	12	28	24	17	2	1	0	0	88
1930	0	0	0	0	0	0	4	12	19	23	10	0	2	0	1	71
1945	0	0	0	0	1	4	7	19	31	14	7	2	0	0	0	85
2000	0	0	0	0	0	0	3	13	38	20	7	2	1	0	1	85
Hourly Total	0	0	0	0	1	4	18	56	116	81	41	6	4	0	2	329
2015	0	0	0	0	0	3	12	11	31	7	4	2	0	0	0	70
2030	0	0	0	0	0	2	8	21	25	11	3	0	0	1	0	71
2045	0	0	0	0	0	0	3	20	26	11	3	0	0	0	0	63
2100	0	0	0	1	0	1	7	21	28	18	2	0	1	0	0	79
Hourly Total	0	0	0	1	0	6	30	73	110	47	12	2	1	1	0	283
2115	0	0	0	0	0	3	10	9	19	14	3	1	0	0	1	60
2130	0	0	0	0	0	0	6	11	21	14	5	0	0	0	0	57
2145	0	0	0	0	0	1	4	10	22	9	2	0	0	0	0	48
2200	0	0	0	0	0	1	6	18	19	5	3	0	0	0	1	53
Hourly Total	0	0	0	0	0	5	26	48	81	42	13	1	0	0	2	218
2215	0	0	0	0	0	3	2	8	16	12	1	1	0	0	0	43
2230	0	0	0	0	0	0	6	9	19	5	3	1	0	0	0	43
2245	0	0	0	0	0	0	4	11	16	5	0	0	0	0	0	36
2300	0	0	0	0	0	0	5	18	16	6	3	0	3	0	0	51
Hourly Total	0	0	0	0	0	3	17	46	67	28	7	2	3	0	0	173
2315	0	0	0	0	0	2	3	14	2	6	2	1	0	0	0	30
2330	0	0	0	0	0	1	1	10	4	9	2	1	1	0	1	30
2345	0	0	0	0	0	1	1	6	5	3	3	0	0	0	0	19
2400	0	0	0	0	0	0	2	7	14	4	1	1	0	0	0	29
Hourly Total	0	0	0	0	0	4	7	37	25	22	8	3	1	0	1	108
DAILY TOTAL	3	1	2	3	18	81	388	1188	2594	1733	563	153	38	15	15	6795
Percentages	0.0%	0.0%	0.0%	0.0%	0.3%	1.2%	5.7%	17.5%	38.2%	25.5%	8.3%	2.3%	0.6%	0.2%	0.2%	

Statistical Information:

85th Percentile Speed 59.3 mph
 10mph Pace Speed 51-60 mph
 4,327 vehicles in pace
 63.7% of total vehicles

15th Percentile Speed 47.2 mph
 Median Speed 53.3 mph
 Average Speed 53.5 mph
 Vehicles > 55mph 2517
 % Vehicles > 55mph 37.0%

Appendix B: Accident Reports

2018 CRASH REPORTS

DATE	Case #	Location	Cross/St	Violation	
12/30/2018	18-642	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
12/21/2018	18-633	Hwy 27	Kokomo Rd	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
12/13/2018	18-620	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
11/8/2018	18-560	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
10/30/2018	18-543	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/30/2018	18-542	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
9/21/2018	18-474	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
9/5/2018	18-450	Kokomo Rd	Scenic Hwy	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
8/28/2018	18-436	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
8/12/2018	18-408	Kokomo Rd	Scenic Hwy	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
7/29/2018	18-381	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
7/13/2018	18-357	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
7/11/2018	18-345	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
6/22/2018	18-329	Hwy 27	Kokomo Rd	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
6/8/2018	18-285	Kokomo Rd	Scenic Hwy	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
5/14/2018	18-255	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
5/3/2018	18-239	Hwy 27	Kokomo Rd	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
4/20/2018	18-213	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
4/16/2018	18-210	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
3/5/2018	18-130	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
2/22/2018	18-112	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
2/11/2018	18-91	Kokomo Rd	Scenic Hwy	Ran Stop Sign	Crash on roadway between Scenic and US 27
2/1/2018	18-68	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended

2019 CRASH REPORTS

DATE	Case #	Location	Cross/St	Violation	
12/26/2019	S193-601229	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
12/12/2019	19-659	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
12/6/2019	19-652	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/26/2019	19-582	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/10/2019	19-553	Kokomo Rd	Hwy 27	Failed to yield right a way	Vehicle was at stop sign then pulled out into the path of another vehicle
10/5/2019	19-542	Kokomo Rd	Scenic Hwy	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
9/24/2019	19-512	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
8/2/2019	19-418	Kokomo Rd	Scenic Hwy	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
4/23/2019	19-223	Scenic Hwy	Kokomo Rd	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
4/21/2019	19-219	Scenic Hwy	Kokomo Rd	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
3/28/2019	19-154	Scenic Hwy	Kokomo Rd	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
3/31/2019	19-165	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
2/28/2019	19-97	Kokomo Rd	Scenic Hwy	Vehicles Mirrors Hit	
1/28/2019	19-40	Kokomo Rd	Scenic Hwy	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
1/23/2019	19-35	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended

2020 CRASH REPORTS

DATE	Case #	Location	Cross/St	Violation	
12/17/2021	20-691	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
11/28/2020	20-648	Kokomo Rd	Hwy 27	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
11/24/2020	20-639	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
11/24/2020	20-638	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
11/18/2020	20-620	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
11/29/2020	20-649	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
11/23/2020	20-626	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
11/10/2020	20-602	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
11/4/2020	20-591	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/20/2020	20-578	Kokomo Rd	Hwy 27	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
10/20/2020	20-567	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/15/2020	20-550	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
9/8/2020	20-464	Kokomo Rd	Scenic Hwy	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
8/27/2020	20-442	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
8/12/2020	20-413	Kokomo Rd	Scenic Hwy	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
7/24/2020	20-375	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
7/16/2020	20-357	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
7/2/2020	20-329	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
6/1/2020	20-284	Kokomo Rd	Scenic Hwy	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
4/28/2020	20-239	Kokomo Rd	Scenic Hwy	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
4/22/2020	20-228	Hwy 27	Kokomo Rd	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
3/5/2020	20-99	Kokomo Rd	Scenic Hwy	Improper Backing	
3/2/2020	20-91	Kokomo Rd	Scenic Hwy	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
3/2/2020	20-90	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
2/27/2020	20-86	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
1/22/2020	20-34	Kokomo Rd	Hwy 27	Violation of Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle

2021 CRASH REPORTS

DATE	Case #	Location	Cross/St	Violation	
12/16/2021	21-562	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
12/26/2021	21-581	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
12/24/2021	21-578	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
12/18/2021	21-568	Kokomo Rd	Scenic Hwy	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
12/8/2021	21-546	Kokomo Rd	Roberts Rd	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
11/30/2021	21-531	Kokomo Rd	Roberts Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
11/14/2021	21-501	Kokomo Rd	Roberts Rd	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/27/2021	21-485	Kokomo Rd	Scenic Hwy	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/26/2021	21-468	Hwy 27	Kokomo Rd	DUI	
10/25/2021	21-481	Kokomo Rd	Hwy 27	Follow to Closely Hit and Run	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/22/2021	21-477	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/16/2021	21-464	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
10/12/2021	21-459	Kokomo Rd	Scenic Hwy	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
9/27/2021	21-436	Kokomo Rd	Roberts Rd	Failure to maintain single lane	
10/1/2021	21-446	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
9/14/2021	21-416	Kokomo Rd	Hwy 27	Failure to maintain single lane	
8/31/2021	21-399	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
8/7/2021	21-348	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
7/31/2021	21-333	Kokomo Rd	Hwy 27	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
7/25/2021	21-326	Kokomo Rd	Scenic Hwy	Ran Stop Sign	crash on roadway
6/26/2021	21-291	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
6/7/2021	21-259	Kokomo Rd	Scenic Hwy	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
5/21/2022	21-227	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
5/24/2021	21-232	Kokomo Rd	Scenic Hwy	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
5/9/2021	21-209	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
5/10/2021	21-210	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
4/26/2021	21-186	Scenic Hwy	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
4/26/2021	21-183	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
4/21/2021	21-177	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
4/9/2021	21-161	Kokomo Rd	Hwy 27	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
1/29/2021	21-65	Kokomo Rd	Hwy 27	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
02/27/2021	21-97	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
1/28/2021	21-61	Kokomo Rd	Hwy 27	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
1/29/2021	21-65	Kokomo Rd	Hwy 27	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle

2022 CRASH REPORTS thru 5/9/22

DATE	Case #	Location	Cross/St	Violation	
5/9/2022	22-197	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
5/5/2022	22-185	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
5/2/2022	22-182	Kokomo Rd	Scenic Hwy	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
4/26/2022	22-172	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
4/26/2022	22-170	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
4/23/2022	22-164	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
3/25/2022	22-114	Kokomo Rd	Hwy 27	Follow to Closely	Vehicle was at stop sign, went to go and stopped again and was rear-ended
2/23/2022	22-70	Hwy 27	Kokomo Rd	Failure to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
2/23/2022	22-71	Kokomo Rd	Scenic Hwy	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
2/12/2022	22-60	Kokomo Rd	Hwy 27	Improper U-Turn	
1/20/2022	22-27	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle
1/11/2022	22-15	Hwy 27	Kokomo Rd	Failed to Yield Right A Way	Vehicle was at stop sign then pulled out into the path of another vehicle

RESOLUTION R-2022-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, POLK COUNTY, FLORIDA, REGARDING THE THIRD-PARTY SALE AND PUBLIC CONSUMPTION OF ALCOHOL ON TOWN PROPERTY DURING THE 2022 JULY CELEBRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town normally hosts a July celebration for its residents in public areas; and

WHEREAS, the sale and consumption of alcohol is normally prohibited in the areas where the July celebration will be held; and

WHEREAS, the Town desires to allow limited third-party sale of alcohol by properly licensed and insured vendors and the public consumption thereof for the 2022 July event, located only in the downtown area of Main Street between Omaha Street, Second Street and Broadway Street.

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

SECTION 1.

The Town Council hereby waives and suspends the restrictions imposed in Chapter 4, Alcoholic Beverages, Section 4-2, Sales – Location Criteria, of the Code of Ordinances of the Town of Lake Hamilton, Florida during the hours of the 2022 July celebration on July 2, 2022, or such other date the event takes place, if needed, due to weather or other circumstances.

SECTION 2.

The Town Council hereby waives and suspends the restrictions contained in Chapter 18, Licenses, Permits and Business Regulations, Section 18-85, Alcohol and Food Vending or Consumption, of the Code of Ordinances of the Town of Lake Hamilton, Florida during the hours of the 2022 July, celebration, specifically: “The serving, selling or consumption of alcoholic beverages on the streets, rights of way, or in a public park is strictly prohibited, ”The remainder of Section 18-85 shall remain in effect.

SECTION 3.

The aforesaid waivers shall only apply within the downtown area of Main Street between Omaha Street, Second Street and Broadway Street.

SECTION 4.

Upon the conclusion of the 2022 July celebration, the provisions of this resolution shall expire automatically without further action of the Town Council.

SECTION 5. CONFLICTS.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. SEVERABILITY.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 7. EFFECTIVE DATE.

This Resolution shall take effect upon its approval and adoption by the Town Council.

INTRODUCED AND PASSED at the regular meeting of the Town Council of the Town of Lake Hamilton, Florida, held this 7th day of June, 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

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

RESOLUTION 2022-09

A RESOLUTION OF THE TOWN OF LAKE HAMILTON, FLORIDA, IN SUPPORT OF SUNRAIL, INC., ESTABLISHING A RAIL STOP IN HAINES CITY RAILROAD PARK, EAST POLK COUNTY, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR DIRECTIONS TO THE TOWN CLERK; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on Monday, February 3, 2020, East Polk County Mayors met with Congressman Darren Soto and discussed the rail initiative; and

WHEREAS, high-speed rail is one of the many transportation innovations and changes that will potentially be coming through Polk County over the next decade; and

WHEREAS, the Town Council of Lake Hamilton supports the rail stop in East Polk County, Florida, citing the following reasons:

- Improvement of transportation options to our residents and visitors traveling to the areas of Orlando - Tampa.
- Increased economic growth tends to occur in the areas of rail stops.
- Trains being a cost-effective alternative for travel.
- Provides an eco-friendly transportation option.

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

SECTION 1.

The foregoing Recital clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

SECTION 2.

The Town Council of the Town of Lake Hamilton, Florida supports and urges SunRail, Inc., to consider creating a rail stop in East Polk County, Florida.

SECTION 3.

The Town Council hereby directs the Town Clerk to transmit a copy of this Resolution to the local legislative delegation, SunRail, Inc., the Polk County Transportation Planning Organization, and any other appropriate entity.

SECTION 4. CONFLICTS.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE.

Resolution R-2022-09

Page **2** of **2**

This Resolution shall take effect upon its approval and adoption by the Town Council.

INTRODUCED and PASSED at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 7th day of JUNE 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R MAXWELL, ESQ., TOWN ATTORNEY

Record of Vote	YES	NO
O'Neill		
Roberson		
Tomlinson		
Wagner		
Kehoe		

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF LAKE HAMILTON, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR A PORTION OF DETOUR ROAD FROM WEIBURG ROAD NORTH TO WHITE
CLAY PIT ROAD IN LAKE HAMILTON, FLORIDA.**

This is an Agreement by and between the Town of Lake Hamilton, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Detour Road is a Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of a portion of Detour Road from Weiburg Road north to White Clay Pit Road, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

A portion of Detour Road from Weiberg Road north to White Clay Pit Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Detour Road that lies within the above-described corridor, as depicted, or described in the following documents:

Those parts of the platted rights-of-way as depicted on Map of Lake Hamilton as recorded in Plat Book 3 Page 34, and J.T. Miller’s Subdivision as recorded in Plat Book 4, Page 87, and Clasco Ridge Estates as recorded in Plat Book 83 Page 17, and Quail Ridge Pointe as recorded in Plat Book 107, Page 44, and Lake Hamilton Hills as recorded in Plat Book 152 Page 3, and that portion of Maintained Right-of-Way as depicted on Map Book 1, Pages 14 through 17 all of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Sections 09, 10, 15, 16, 21 and 22 Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Lake Hamilton Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the ____ day of _____, 2022, and by Town of Lake Hamilton, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the ____ day of _____, 2022.

ATTEST:

TOWN OF LAKE HAMILTON

By: _____
Brittney Sandovalsoto, Town Clerk

By: _____
Michael W. Kehoe, Mayor

This ____ day of _____, 2022

Reviewed as to form and legality

_____, Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

Dr. Martha Santiago, Chair

This ____ day of _____, 2022

Reviewed as to form and legality

County Attorney

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Portion of Detour Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF LAKE HAMILTON**, a Florida Municipal Corporation, whose address is, P.O. Box 126, Lake Hamilton, Florida 33851, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

A portion of Detour Road from Weiberg Road north to White Clay Pit Road.

Including, but not limited to those parts of the rights-of-ways for a portion of Detour Road that lies within the above-described corridor, as depicted, or described in the following documents:

Those parts of the platted rights-of-way as depicted on Map of Lake Hamilton as recorded in Plat Book 3 Page 34, and J.T. Miller's Subdivision as recorded in Plat Book 4, Page 87, and Clasco Ridge Estates as recorded in Plat Book 83 Page 17, and Quail Ridge Pointe as recorded in Plat Book 107, Page 44, and Lake Hamilton Hills as recorded in Plat Book 152 Page 3, and that portion of Maintained Right-of-Way as depicted on Map Book 1, Pages 14 through 17 all of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Sections 09, 10, 15, 16, 21 and 22 Township 28 South, Range 27 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

GRANTOR:

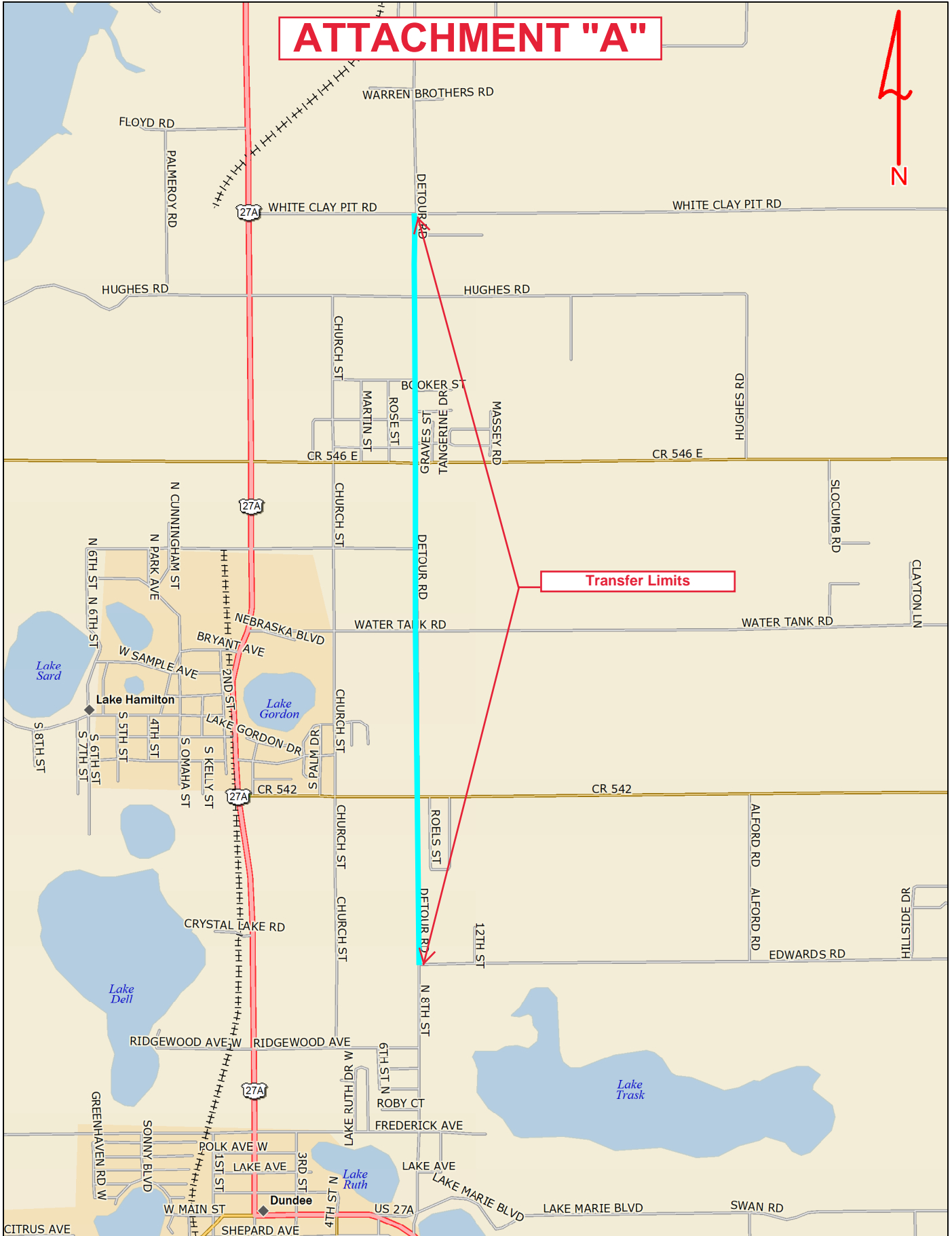
Polk County, Florida

By: _____
Deputy Clerk

By: _____
Dr. Martha Santiago, Chair
Board of County Commissioners

(Seal)

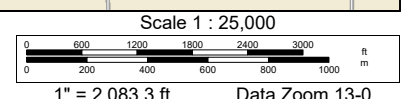
ATTACHMENT "A"

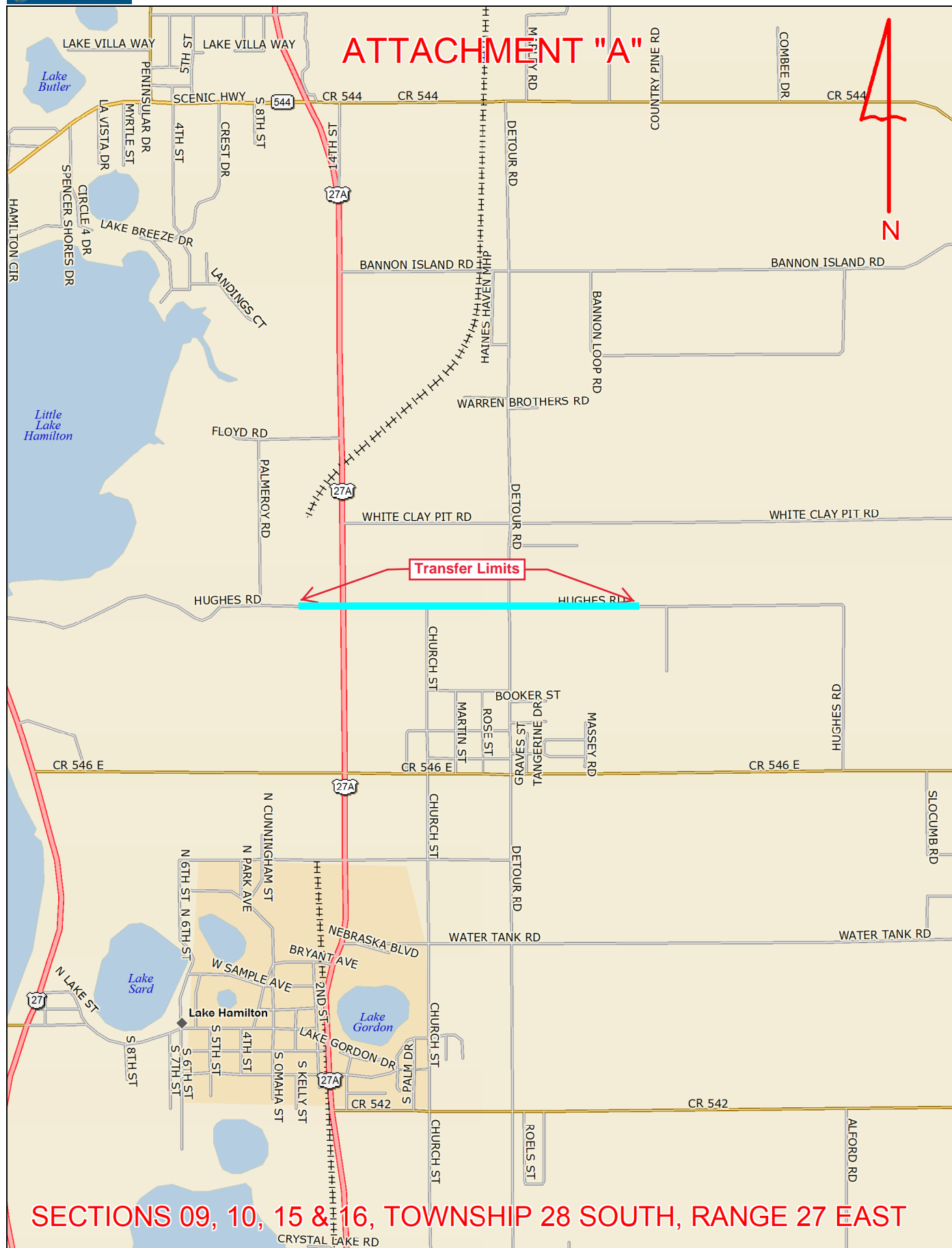


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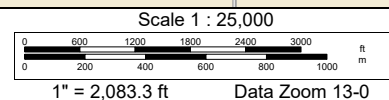




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AGREEMENT FOR TRANSFER OF PUBLIC ROADS**between****THE TOWN OF LAKE HAMILTON, FLORIDA****and****POLK COUNTY, FLORIDA**

FOR A PORTION OF HUGHES ROAD FROM THE EAST LINE OF PARCEL ID #272809-000000-013110 EAST TO THE NORTHERLY EXTENSION OF THE NORTHEAST CORNER OF PARCEL ID #272810-000000-041030 IN LAKE HAMILTON, FLORIDA.

This is an Agreement by and between the Town of Lake Hamilton, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Hughes Road is a Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of a portion of Hughes Road from the east line of Parcel ID #272809-000000-013110 east to the northerly extension of the northeast corner of Parcel ID #272810-000000-041030, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and

conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as

Attachment "A", and more particularly described as:

A portion of Hughes Road from the East line of a parcel described in Official Records Book 2209, Page 597, Public Records of Polk County, Florida (being the East line of Parcel ID #272809-000000-0013110) east to the East line of the west 400 feet of the NE 1/4 of the SW 1/4 of Section 10 Township 28 South Range 27 East, and its northerly extension (being the northerly extension of the east line of Parcel ID #272810-000000-041030).

Including, but not limited to those parts of the rights-of-ways for a portion of Hughes Road that lies within the above-described corridor, as depicted, or described in the following document:

That portion of Maintained Right-of-Way as depicted on Map Book 9, Pages 12 through 30 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Sections 09 and 10, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Lake Hamilton Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations

of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the ____ day of _____, 2022, and by Town of Lake Hamilton, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the ____ day of _____, 2022.

ATTEST:

TOWN OF LAKE HAMILTON

By: _____
Brittney Sandovalsoto, Town Clerk

By: _____
Michael W. Kehoe, Mayor

This ____ day of _____, 2022

Reviewed as to form and legality

_____, Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

Dr. Martha Santiago, Chair

This ____ day of _____, 2022

Reviewed as to form and legality

County Attorney

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Portion of Hughes Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF LAKE HAMILTON**, a Florida Municipal Corporation, whose address is, P.O. Box 126, Lake Hamilton, Florida 33851, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

See Attachment "A"

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:

Polk County, Florida

By: _____
Dr. Martha Santiago, Chair
Board of County Commissioners

(Seal)

Attachment "A"

A portion of Hughes Road from the East line of a parcel described in Official Records Book 2209, Page 597, Public Records of Polk County, Florida (being the East line of Parcel ID #272809-000000-0013110) east to the East line of the west 400 feet of the NE 1/4 of the SW 1/4 of Section 10 Township 28 South Range 27 East, and its northerly extension (being the northerly extension of the east line of Parcel ID #272810-000000-041030). Including, but not limited to those parts of the rights-of-ways for a portion of Hughes Road that lies within the above-described corridor, as depicted, or described in the following document:

That portion of Maintained Right-of-Way as depicted on Map Book 9, Pages 12 through 30 of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Sections 09 and 10, Township 28 South, Range 27 East, Polk County Florida.

AGREEMENT FOR TRANSFER OF PUBLIC ROADS**between****THE TOWN OF LAKE HAMILTON, FLORIDA****and****POLK COUNTY, FLORIDA**

FOR A PORTION OF WATER TANK ROAD FROM SCENIC HIGHWAY NORTH (SR 17/US 27A) EAST TO THE EAST LINE OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, IN LAKE HAMILTON, FLORIDA.

This is an Agreement by and between the Town of Lake Hamilton, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Water Tank Road is a Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of a portion of Water Tank Road from Scenic Highway North (SR 17/US 27A) east to the East Line of the West 1/2 of Section 15, Township 28 South, Range 27 East, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and
NOW, THEREFORE, in consideration of the promises, mutual covenants, and
 conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as
 Attachment "A", and more particularly described as:

A portion of Water Tank Road from Scenic Highway North (SR 17/US 27A) east to the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East.

Including, but not limited to those parts of the rights-of-ways for a portion of Water Tank Road that lies within the above-described corridor, as depicted, or described in the following documents:

All of the Maintained Right-of-Way as depicted on Map Book 1, Page 18 and a portion of the Maintained Right-of-way as depicted in Map Book 4, Pages 60 through 70 and portion of the Map of Lake Hamilton as recorded in Plat Book 3 Page 34, all of the Public Records of Polk County, Florida.

All lying and being in Sections 15 and 16, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Lake Hamilton Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the ____ day of _____, 2022, and by Town of Lake Hamilton, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the ____ day of _____, 2022.

ATTEST:

TOWN OF LAKE HAMILTON

By: _____
Brittney Sandovalsoto, Town Clerk

By: _____
Michael W. Kehoe, Mayor

This ____ day of _____, 2022

Reviewed as to form and legality

_____, Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

Dr. Martha Santiago, Chair

This ____ day of _____, 2022

Reviewed as to form and legality

County Attorney

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Portion Water Tank Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF LAKE HAMILTON**, a Florida Municipal Corporation, whose address is, P.O. Box 126, Lake Hamilton, Florida 33851, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

A portion of Water Tank Road from Scenic Highway North (SR 17/US 27A) east to the east line of the West 1/2 of Section 15, Township 28 South, Range 27 East.

Including, but not limited to those parts of the rights-of-ways for a portion of Water Tank Road that lies within the above-described corridor, as depicted, or described in the following documents:

All of the Maintained Right-of-Way as depicted on Map Book 1, Page 18 and a portion of the Maintained Right-of-way as depicted in Map Book 4, Pages 60 through 70 and portion of the Map of Lake Hamilton as recorded in Plat Book 3 Page 34, all of the Public Records of Polk County, Florida.

All lying and being in Sections 15 and 16, Township 28 South, Range 27 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

GRANTOR:
Polk County, Florida

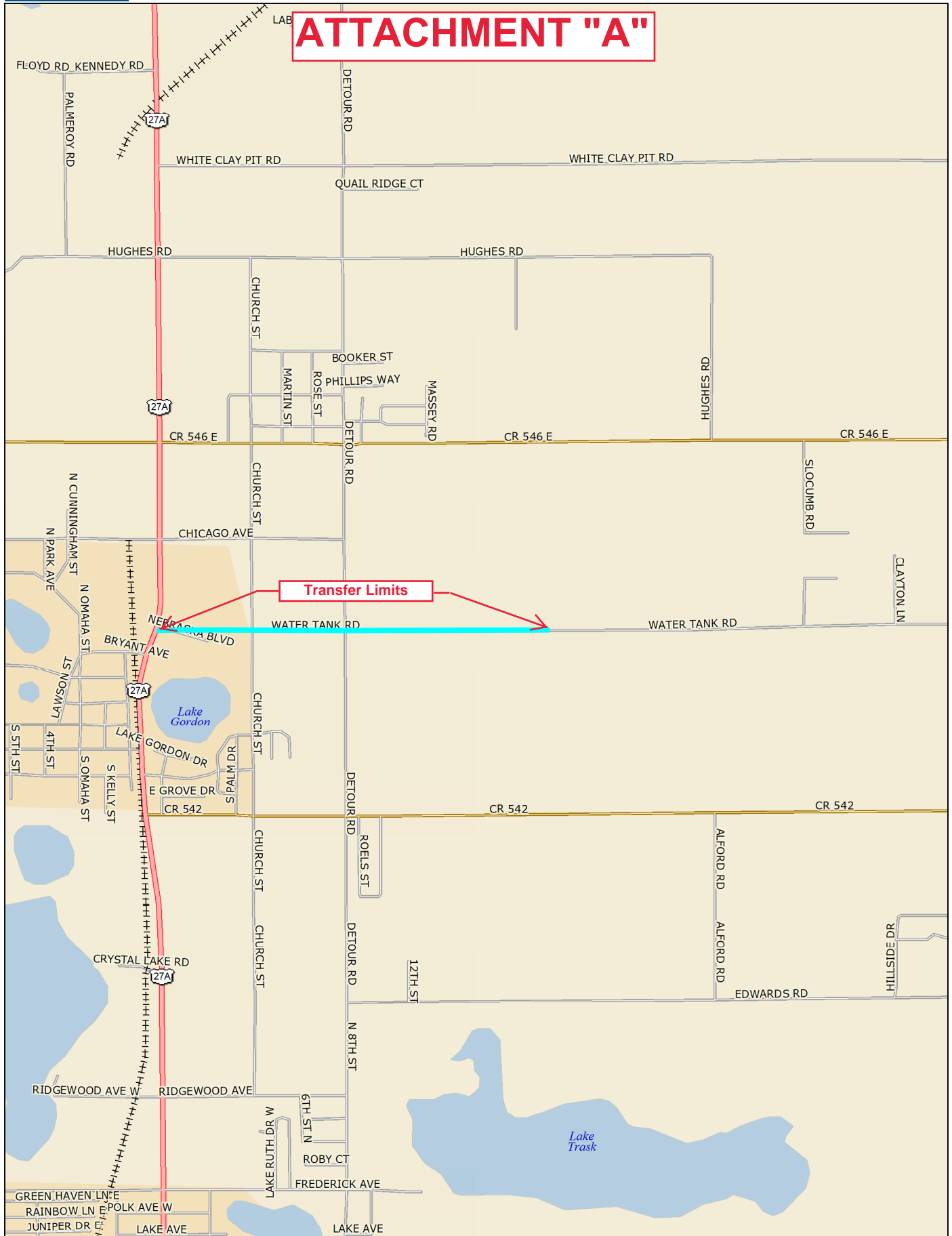
By: _____
Deputy Clerk

By: _____
Dr. Martha Santiago, Chair
Board of County Commissioners

(Seal)



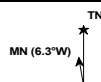
ATTACHMENT "A"



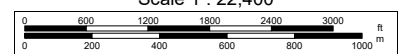
Data use subject to license.

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www.delorme.com



Scale 1 : 22,400



1" = 1,866.7 ft

Data Zoom 13-2

ATTACHMENT "A"

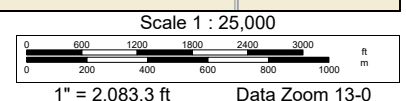


SECTIONS 09, 10, 15 & 16, TOWNSHIP 28 SOUTH, RANGE 27 EAST

Data use subject to license.

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www.delorme.com



AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF LAKE HAMILTON, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR A PORTION OF WHITE CLAY PIT ROAD FROM SCENIC HIGHWAY NORTH
(SR 17//US 27A) EAST TO DETOUR ROAD IN LAKE HAMILTON, FLORIDA.**

This is an Agreement by and between the Town of Lake Hamilton, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, White Clay Pit Road is a Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of a portion of White Clay Pit Road from Scenic Highway North (SR 17/US 27A) east to Detour Road, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

A portion of White Clay Pit Road from Scenic Highway North (SR 17/US 27A) east to Detour Road.

Including, but not limited to those parts of the rights-of-ways for a portion of White Clay Pit Road that lies within the above-described corridor, as depicted, or described in the following document:

That portion of Maintained Right-of-Way as depicted on Map Book 2, Pages 146 through 156 all of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Sections 09 and 10, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Lake Hamilton Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the ____ day of _____, 2022, and by Town of Lake Hamilton, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the ____ day of _____, 2022.

ATTEST:

TOWN OF LAKE HAMILTON

By: _____
Brittney Sandovalsoto, Town Clerk

By: _____
Michael W. Kehoe, Mayor

This ____ day of _____, 2022

Reviewed as to form and legality

_____, Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

Dr. Martha Santiago, Chair

This ____ day of _____, 2022

Reviewed as to form and legality

County Attorney

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Portion of White Clay Pit Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF LAKE HAMILTON**, a Florida Municipal Corporation, whose address is, P.O. Box 126, Lake Hamilton, Florida 33851, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

A portion of White Clay Pit Road from Scenic Highway North (SR 17/US 27A) east to Detour Road.

Including, but not limited to those parts of the rights-of-ways for a portion of White Clay Pit Road that lies within the above-described corridor, as depicted, or described in the following document:

That portion of Maintained Right-of-Way as depicted on Map Book 2, Pages 146 through 156 all of the Public Records of Polk County, Florida that lies along the above described corridor.

All lying and being in Sections 09 and 10, Township 28 South, Range 27 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: _____
Deputy Clerk

By: _____
Dr. Martha Santiago, Chair
Board of County Commissioners

(Seal)

ORDINANCE O-22-21

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING A PLANNED UNIT DEVELOPMENT (PUD) NAMED “WEIBERG WEST”, ADDING PROPERTY LOCATED APPROXIMATELY 640 FEET EAST OF SCENIC HIGHWAY AND APPROXIMATELY 1335 FEET SOUTH OF HATCHINEHA ROAD ON 10.23 ACRES IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; PROVIDING FOR SCRIVENER’S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there has been a request to rezone property to and for approval of inclusion in a current Planned Unit Development (PUD) known as Weiberg West, and

WHEREAS, Section 163.3167(c), Florida Statutes, empowers the Town to adopt land development regulations to guide the growth and development of the Town, and to amend such regulations from time to time; and

WHEREAS, pursuant to Section 166.041(c) 2, Florida Statutes, the Planning Commission and the Town Council have held Public Hearings to consider the rezoning of lands described below, which will amend the Zoning Map of the Town; and

WHEREAS, the change will further the general health, safety, and welfare and be a benefit to the Town as a whole; and

WHEREAS, the amendment of the Planned Unit Development requested by the applicant is consistent with the Future Land Use Element of the 2030 Lake Hamilton Comprehensive Plan.

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

SECTION 1. PROPERTY IDENTIFICATION.

The property identified in the legal description below shall establish a Town of Lake Hamilton Zoning classification of Planned Unit Development (PUD). See the attached **Map “A”**.

PETITIONER: Heather Wertz of Absolute Engineering on behalf of property owners William Grady Ward Revocable Trust, and Ward Family Trust.

LEGAL DESCRIPTION: The general location of the parcel is South of Hatchineha Road and East of Scenic Highway. The land is predominantly citrus groves and undeveloped with approximately 10.23 acres. The Legal description is as follows.

27-28-21-000000-014010 – NE ¼ of SW ¼ of NE ¼ in Section 21, Township 28 South, Range 27 East, Polk County, Florida.

SECTION 2. ZONING DISTRICT.

The property is zoned Planned Unit Development and is hereby amended as shown in Map “A” attached hereto and made a part of this Ordinance. The regulations of that District contained in the Land Development Code and the conditions stated in this Ordinance shall govern further public review and development of the property within this District with the following specific conditions.

SECTION 3. CONDITIONS.

The rezoning to Planned Unit Development (PUD) zoning district and the assignment of Planned Unit Development (PUD) zoning shall be subject to the same conditions as those listed in Ordinance O-22-08 for the establishment of the original Weiberg West PUD.

SECTION 4. SCRIVENER’S ERRORS.

The Ordinance may be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent may be corrected with the authorization of the Town Administrator without the need for a public hearing.

SECTION 5. CONFLICTS.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect.

SECTION 6. SEVERABILITY.

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

SECTION 7. EFFECTIVE DATE.

This ordinance shall become effective immediately after passage.

INTRODUCED AND PASSED on first reading this 7th day of June 2022.

PASSED AND ADOPTED on second reading this day of 2022.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

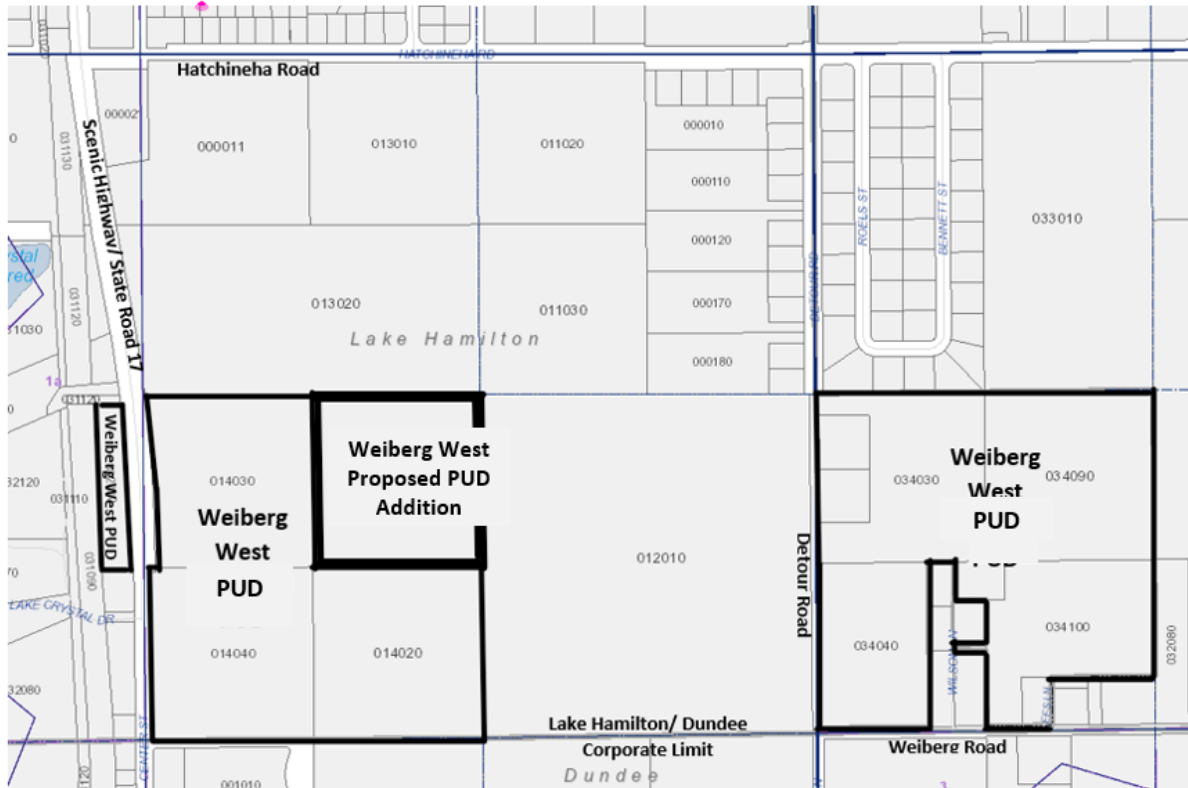
ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

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

Weiberg West Proposed Planned Unit Development Additional 10.24 acres



Memorandum

To: Town Council

From: Town Administrator Sara Irvine

Date: June 2, 2022

Subject: Admin Update

- Attending the City/County managers conference June 1-June 4.
- Developers – Staff will set up a meeting with the finance team and attorneys to move forward with a new finance option. Staff will also set up a meeting with the developer to discuss the proposals for future development.
- I have begun to set up the draft budget spreadsheet with current data. The June estimates for property tax revenue are available, and I will review those next weeks. The state revenue projects are not out until July. Request a budget workshop and special meetings for later in June.



Memorandum

To: Town Council

From: Town Clerk, Brittney Sandovalsoto, CMC

Date: June 1, 2022

Subject: Monthly Update.

Ashley and I are attending the Florida Association of Business Tax Officials conference virtually this week and Mandy is in the office assisting with customers.

Reminder that the RLC dinner will be held on June 16. RSVPs were sent out for those who responded.

I posted the Administrator position as instructed by Council to the Town's website, the FLC website, and the Florida Managers Association website. I have received 8 applications for the Town Administrator position as of today.

Other business as usual.

From the Desk of ...

Chief Michael Teague



05/31/2022

TO: Staff

SUBJECT: Council Report

March Items:

- 1 new Officer Luis is in Shadow Phase
- 1 New Officer in in house Training Officer Sumerlan
- 2 applicants being reviewed
- Touch A Truck Raised over \$1300.00
- Working on July 2nd Event as well as Jam in the Ham
- Gina Attended the PEAFF Conference
-

Michael Teague



LAKE HAMILTON POLICE DEPARTMENT

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

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

MAY 2022 - MONTHLY ACTIVITY REPORT

	TOTAL CALLS	TOTAL ARRESTS
ABANDONED/ IMPOUNDED	1	0
ABANDONED / FOUND PROPERTY	0	0
ABDUCTION	0	0
AED ASSIST	0	0
ALARM	12	0
ANIMAL COMPLAINT	0	0
ANIMAL COMPLAINT - DOMESTIC	0	0
ANIMAL COMPLAINT - LIVESTOCK	0	0
ANIMAL COMPLAINT - WILDLIFE	1	0
ASSAULT	1	0
ASSAULT - AGGRAVATED	0	0
ASSIST OTHER AGENCY	17	0
ATTEMPT TO CONTACT	1	0
BATTERY	0	0
BATTERY - AGGRAVATED	0	0
BATTERY - DOMESTIC	1	0
BURGLARY - BUSINESS	0	0
BURGLARY - CONVEYANCE	0	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	9	0
DISABLED VEHICLE	2	0
DISTURBANCE - CIVIL	5	0
DISTURBANCE - FAMILY	2	0
DISTURBANCE - JUVENILE	0	0
DISTURBANCE - NOISE	4	0
DISTURBANCE - VEHICLE NOISE	4	0
DISTURBANCE - WEAPON	0	0
DISTURBANCE	6	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	1	0
FRAUD/FORGERY/COUNTERFEITING/UTTERING	2	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	4	0
HIT & RUN SERIOUS INJURY TO RESULT IN DEATH	0	0
HITCHHIKER	0	0
HIGHWAY OBSTRUCTION	2	0
IDENTITY THEFT	0	0
INDUSTRIAL ACCIDENT	0	0
INFORMATION	79	0
INJURED PERSON	0	0
INVESTIGATION	2	0
LAW ENFORCEMENT CALL	1	0
LEWD ACT	0	0
LITTERING	0	0
LOST PROPERTY	3	0
LOST/ABANDONED TAG OR DECAL	2	0
MAIL THEFT	0	0
MEDICAL ASSIST	0	0
MENTALLY ILL PERSON	0	0
MISDEMEANOR	0	0
MISSING / ENDANGERED PERSON	0	0
MOLESTING	0	0
MURDER	0	0
NARCOTICS VIOLATION	0	0
NATURAL DISASTER	0	0
OPEN DOOR / WINDOW	0	0
OVERDOSE	0	0
PATROL BUSINESS	1106	0
PATROL REQUEST	0	0
PATROL RESIDENCE	0	0
PERIMETER CHECK	18	0

PETIT THEFT	0	0
POSS FIREARM BY FELON	0	0
PROPERTY DAMAGE NON-CRIMINAL	0	0
PROWLER	0	0
RESISTING OFFICER	0	0
RETAIL THEFT	1	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	11	0
STOLEN TAG / DECAL	0	0
STOLEN VEHICLE	1	0
STOLEN VEHICLE RECOVERED	0	0
SUBJECT STOP	0	0
SUICIDE ATTEMPT	1	0
SUSPICIOUS AIRCRAFT	0	0
SUSPICIOUS INCIDENT	2	0
SUSPICIOUS PERSON	9	0
SUSPICIOUS VEHICLE	6	0
TAMPERING	0	0
THEFT	0	0
TRAFFIC ASSIGNMENT	0	0
TRAFFIC COMPLAINT	5	0
TRAFFIC STOP	104	21
TRESPASSING	1	0
UNCONFIRMED EMERGENCY	6	0
VEHICLE CRASH	14	0
WORTHLESS CHECK	0	0
VIOLATION OF INUNCTION	0	0
WARRANT / CAPIAS ARREST	1	1
OVERALL TOTAL	1472	22

	TOTAL CITATIONS	TOTAL ARRESTS
CRIMINAL TRAFFIC	22	21
NON-CRIMINAL TRAFFIC	129	0
PARKING TICKETS	0	0
WARNINGS	72	0
OVERALL TOTAL	129	

	TOTAL WGT / VALUE	TOTAL ARRESTS
--	----------------------	---------------

Recovered Cannabis	6.4	0
Recovered Cocaine	0	0
Recovered Meth	0	0
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 -May 2022
Lake Hamilton Police Department
Patrol

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Year to Date	Same Month Last Year	(+ / -) (%)
Patrol															
Calls	1045	1095	1193	1276	1472								6081	1661	(-) 11%
Lima	44	29	38	52	54								217	46	(+) 15%
Warrant Arrest	2	0	0	0	1								3	1	(+-) 0 %
Felony Arrest	0	1	2	0	1								4	4	(-) 75%
Misd. Arrest	6	8	5	13	19								51	15	(-) 32%
Total Arrest	8	9	7	13	21								58	20	(+) 05%
Cannabis	0	0	0	14.3	6.4								20.7	0	(+) 100%
Cocaine	0	0	0	0	0								0	0	(+-) 0%
Methamphetamine	0	1.4	0	0	0								1.4	0.4	(-) 100%
Firearms	0	0	0	0	0								0	0	(+-) 0%
Pills	0	0	0	0	0								0	0	(+-) 0%
K2	0	0	0	0	0								0	0	(+-) 0%
Traffic															
Citations	24	38	40	80	129								311	68	(+) 47%
Criminal Citations	4	7	5	11	21								48	15	(+) 29%
Warnings	142	96	89	79	72								478	110	(-) 35%
Crashes	11	8	5	9	18								51	8	(+) 56%
DUI	0	0	0	0	0								0	0	(+-) 0%
DRE	0	0	0	0	0								0	0	(+-) 0%
Deployments	0	0	0	0	1								1	0	(+) 100%
Apprehensions/Arrests	0	0	0	0	0								0	0	
Hours Trained	11	14	11	11	14								61	0	(+) 100%
Demos	0	0	0	0	0								0	0	
Searches	0	0	0	0	1								1	0	
Heroin	0	0	0	0	0								0	0	
Patrol Cont															
														0	(+-)0%
Seized Vehicles	0	0	0	0	0								0	0	(+-)0%
Deaths	0	0	0	0	0								0	0	(+-)0%
Seized Currency	0	0	0	0	0								0	0	(+-)0%

Reserve Hrs	
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Memorandum

To: Town Council

From: Community Development Department, Doug Leonard & Angie Hibbard

Date: June 1, 2022

Subject: Monthly Update

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1. **Scenic Highway Septic to Sewer Project** – Open house with the residents went well and the residents are returning their notarized temporary easements for the lateral connection work.
 2. **The Grand at Lake Hamilton** – Review of the project is on hold at the request of the engineer. We have heard no additional updates in the last 30 days.
 3. **Scenic Terrace South** – Construction of Phase 2 of the subdivision is proceeding with Tucker Construction and Phase 1 with Jr. Davis has begun.
 4. **Hamilton Bluff** – Staff has confirmed that Phase 1 and 2 Preliminary Plat and Site Development Plan submittal is complete and have replied to the engineer with comments.
 5. **Weiberg West** – Planning commission is recommending amendment of the PUD to include the additional 10.23 acres adjacent to this project. Staff has confirmed that Group 2 Preliminary Plat and Site Development Plan submittal is complete and have begun the letter of reply to the engineer.
 6. **Feltrim Lakes** – Staff has received email from a new project coordinator to assist with moving the project forward. We anticipate a meeting with them this month.
 7. **Calvin, Giordano & Associates (CalGA) ongoing services** –
 - a. Staff is keeping CalGA in the loop on the status of projects.
 - b. **Scenic Highway Trail Master Plan** – Staff met with the parks and trails master planner with CalGA. He will be returning to work on a charette of sorts for the project.
 8. **FRDAP** – Bids are coming in from a couple of companies and staff will update the Parks Committee at their next meeting.
 9. **Water Use Permit Renewal** – We have received an extension of the reply time for the additional information SWFWMD has asked for.
 10. **Road Transfers with Polk County** – Staff met with multiple County officials and has discussion items for the meeting.

11. **Planning Commission** – Didi not meet in May. Staff updated PC on the continued progress with the developers and the projects.
12. **Retirement transition** – Position has been advertised for a Senior Planner.
13. **Annexations** – We have not received any applications nor inquiries for applications for annexations.
14. **Sign Ordinance** – The sign ordinance is now in effect and the moratorium is over.
15. **Town Hall Landscaping Project** – Doug is working to coordinate a meeting with Prince Landscaping for irrigation specialist. Staff is coordinating with SWFWMD for the Water Star certification. The existing trees are doing well and growing, staff continues to water by hose as needed until rainy season is in full effect or until irrigation is installed.
16. **Community Planning Technical Assistance (CPTA) grant** – We anticipate award of the grant to be announced any day.
17. **Additional Development** – Staff is continuing talking with groups about several additional projects in Lake Hamilton, both commercial and residential.
 - a. Port 27 – Commercial
 - b. Rubush Groves Hwy 27 – Mixed Use
 - c. Tiki Hut – Commercial
 - d. Center of Hwy 27 on Lake Hamilton – Commercial
 - e. Quintana Group – Commercial
 - f. Chicago Ave Railroad – Commercial
 - g. Kitto Water Tank – Commercial
 - h. Kokomo – Residential
 - i. South Hatchineha – Residential
 - j. Carlson Grove – Single Family Residential



Memorandum

To: Town Council and Administrator

From: Public Services Director

Date: 5/31/22

Subject: May Update

Normal operations for all departments. We are down a Driver due to Amanda injuring herself off the job, she will be out for several weeks, we currently are finding her light duty at Town Hall. We should have 100% design plans of phase 1 WWTP ready to go out to bid within a couple of weeks. Nothing new to update on water permit, or phase 2. We are in the summer season so that means a lot of mowing and potholing for the maintenance department.

Nathan Lewellen
Public Services Director
Town of Lake Hamilton
863-236-4320