



**TOWN OF LAKE HAMILTON  
TOWN COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, AUGUST 1, 2023  
6:00 P.M.**

The Town Council of the Town of Lake Hamilton will hold a Regular Council Meeting on Tuesday, August 1, 2023, 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. Proclamation for Florida Water Professionals Month-*pages 1-6*
  - b. Presentation of Automatic Traffic Enforcement Agreement with Altumint-*pages 7-20*
- 6. CONSENT AGENDA**
  - a. July 11, 2023, Regular Meeting Minutes-*pages 21-24*
- 7. RECOGNITION OF CITIZENS (Non-Agenda Items)**
- 8. OLD BUSINESS-**
  - a. Future Planning Items/Update/Action on WUP/AWS/WW/PRWC- *no pages*
  - Open Public Hearing
  - b. Ordinance O-23-09 Water and Wastewater Capacity Fees- *pages 25-62*
  - c. Ordinance O-23-10 Water and Wastewater Rates- *pages 63-85*
- 9. NEW BUSINESS-**
  - a. Ordinance O-23-07 Church Street minor subdivision-*pages 86-89*
  - b. Ordinance O-23-08 Lake Hatchineha Road Annexation 19.68 acres-*pages 90-95*
  - Close Public Hearing
  - c. Asset Disposition Request-*pages 96-97*
  - d. Request to purchase 2020 3500 HD Chevrolet Flat Bed-*pages 98-105*
  - e. Consider Agreement for IT Professional Services with IT Dynamics -*pages 106-109*
  - f. Service Agreement for Mass Transit-*pages 110-117*
  - g. Resolution R-2023-14 Updated Development Services Fee Schedule-*pages 118-123*
  - h. Evaluation for Chief Teague by Council-*no pages*
- 10. STAFF REPORTS**
  - a. Town Administrator-*no pages*
  - b. Town Clerk-*pages 124*
  - c. Police Department- *no pages*
  - d. Code Enforcement- *pages 125*
  - e. Community Development-*pages 126*
  - f. Public Works-*pages 127*
- 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 SANDOVAL SOTO, 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)



# Florida Water & Pollution Control Operators Association

A Non-Profit Association Serving Water and Wastewater Professionals in the State of Florida

June 28, 2023

Mayors, Commissioners and Councils

RE: Proclamation request for *Florida Water Professionals Month, August 2023*

Dear Mayors, Commissioners and Councils:

The Florida Water & Pollution Control Operators Association (FW&PCOA) is a non-profit organization whose members are engaged in the production and distribution of drinking water, and the collection, treatment and disposal of wastewater and storm water. Our goal is to protect the health of citizens and preserve natural resources. We accomplish this by advancing the professional status of all water industry employees, arranging educational programs for treatment plant operators and customer service representatives, and providing a training and certification program for system operators.

The FW&PCOA embarked on a program in 2007 to recognize all water industry employees for their dedication and hard work providing safe drinking water to Florida's citizens and protecting Florida's environment and natural resources. We did this by proclaiming a month as "*Florida Water Professionals Month*" for August during the same month as the FWPCOA Annual Short Scholl. We would like to invite you to join us in recognizing the efforts of water and wastewater professionals in your community. You can do this by executing a proclamation recognizing "*Florida Water Professionals Month*" in August.

Attached is a sample proclamation for your review. Thank you for your past participation and we hope you will join us again this year. If you have any questions or need assistance please contact Katherine Kinloch, (863) 632-5994 or email [catloch3@verizon.net](mailto:catloch3@verizon.net).

Sincerely,

A handwritten signature in blue ink that reads "Charles Nichols".

Charles Nichols  
Director, Region Ten  
Polk, Hardee & Highlands counties





# **Florida Water & Pollution Control Operators Association**

A Non-Profit Association Serving Water and Wastewater Professionals in the State of Florida

## **About Us - History**

The "Florida Water and Pollution Control Operators Association" is an organization made up of members who are actively engaged in or deal with the production, treatment, or distribution of water and/or the collection, treatment, or disposal of wastewater, be it industrial or domestic. The FWPCOA was organized; to advance the professional status of Water and Wastewater Operators; to provide a system for licensing operators, and to arrange educational and training programs for operators. The FWPCOA works in close cooperation with the Florida Section of the American Water Works Association, the Florida Water Environment Association, the Florida State Department's of Health, Environmental Regulation, Professional Regulation, and the State's Educational System, including a special relationship with the University of Florida's TREEO Center.

The birth of the FWPCOA officially took place in May of 1940. However, the beginnings of the Association can be traced as far back as the late 1920's. It was during this time that a group of individuals from the Florida Section of the American Water Works Association approached the University of Florida to put on a short course for water works operators. This resulted in the first short course, which was organized by Dr. A.P. Black in April, 1930. With the growth of Florida and the demand for more and better water supplies, the value of the operator training provided by the short schools was recognized by the State Board of Health and encouraged.

In 1938, Bob Hoy of Jacksonville suggested a Water Works Operator's Association to, through education and training, upgrade the quality of operators, and to work for the certification of operators by the State Board of Health who were deemed to be competent. W.B. "Dick" Gibson, at the time superintendent of the water system at Fort Myers, was appointed chairman of a committee to investigate the feasibility of an operator's association and to him must go most of the credit for subsequent events. At the annual meeting of the FS/AWWA in May 1940, he presented a very comprehensive report recommending the formation of the Florida Water Works Operator's Association. Following the enthusiastic acceptance of Gibson's report a committee was formed to act on the formation of such an association.

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## **Florida Water & Pollution Control Operators Association**

A Non-Profit Association Serving Water and Wastewater Professionals in the State of Florida

During the next two years a voluntary certification plan was developed, and in March of 1943 three persons took and passed the first water exam. The next few years saw a steady increase in operators both in the water and wastewater field. Several discussions had taken place about changing the Association to include wastewater personnel and in June 1947 the Association became the "Water and Sewage Works Operators Association." In 1949 the Association officially went on record as supporting mandatory licensing.

The 50's saw the membership in the Association expanding. The need for local training for operators who could not attend the Annual Short School became apparent. As a result, Regional Short Schools began to take place. This movement also led to the formation of Regions. Initially the State was divided up into four broad regions. Gradually these four broad areas have been subdivided and modified to form the thirteen regions we have today.

The 60's saw a continued growth in the Association. This growth, along with increased activity from within the regions, helped to solidify the Association into a strong organization. Articles of Incorporation were drawn up and in 1964 the Association officially became the Florida Water and Pollution Control Operators Association.

The 60's also saw a renewed effort on the part of the operators Association to bring about mandatory certification. Several Bills were introduced before the Legislature calling for mandatory certification but none were accepted or voted into Law. It wasn't until 1971 that mandatory certification became a reality.

No one can predict the future, but it's certain that the Florida Water and Pollution Control Operators Association will continue to be a driving force in our industry, and provide the training and support for the improvement of our members and the industry as a whole.

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# Florida Water and Pollution Control Operators Association



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## President's Message



We need you to be a member! FW&PCOA has been advancing the professional status of water and wastewater operators for 80 years. We cover all disciplines that are involved in the One Water realm (water distribution, wastewater collection, storm water, reclaimed water, backflow repair and testing, management, customer relations, and most recently utilities maintenance courses), and still growing. Besides being the least expensive association to be a member of, we provide diverse training, fantastic networking, and professional development opportunities. Join us in the betterment of your career and the Association's growth.

Patrick Murphy, President FW&PCOA

The FWPCOA is an organization of members who are engaged in the production, treatment and distribution of drinking water; the collection, treatment and disposal of wastewater; and/or the collection and treatment of stormwater. To help organize and provide better service, the state of Florida is divided into [13 regions](#).

The purpose of the FWPCOA is to protect the health of the citizens & preserve the natural resources. We accomplish this by advancing the professional status of water and wastewater operators, providing a licensing system, and arranging training programs. The association works in cooperation with the Florida Section of the American Water Works Association (FS/AWWA), the Florida Water Environment Association (FWEA), the Florida Department of Environmental Protection (FDEP), the Florida Department of Health and the Florida Educational System.

### Notable Events

[Upcoming Events](#)

### Florida Water Professionals Month - Proclamations

[Sarasota County 2022](#)

### Notable News

[EPA - Revised Lead and Copper Rule](#)

[EPA - Fifth Unregulated Contaminant Monitoring Rule](#)

**FW&PCOA  
Online  
Institute**



**ASK THE  
FWPCOA**  
POSE A QUESTION TO US OR EVEN  
REQUEST WE POLL OUR MEMBERS

**Upcoming  
Training  
Events**



Florida Water Resources Conference



Florida Water Resources  
**JOURNAL**

Florida Water  
Environment Association



**AWWA FLORIDA**  
Florida's Water Professionals



[Visit FRWA](#)



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[Proclamation](#)

[City of Bartow Proclamation](#)

[City of Davenport  
Proclamation](#)

[City of Fort Meade  
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[City of Lake Alfred  
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[City of Lake Alfred  
presentation photo](#)

[City of Lake Wales  
Proclamation](#)

[City of Mulberry Proclamation](#)

[City of Palm Beach Gardens  
Proclamation](#)

[City of Winter Haven  
Proclamation](#)

[Palm Beach County  
Proclamation](#)

[Town of Lake Hamilton  
Proclamation](#)

[Village of Tequesta  
Proclamation](#)

[Free Cybersecurity  
Assessment and Technical  
Assistance Provided by U.S.  
EPA](#)

[FlaWARN Meetings](#)

[DEP Sanitary Sewer Overflow  
Reporting Tool](#)

[\*\*FW&PCOA Accepting  
Nominations for Annual  
Fall Awards\*\*](#)

[\*\*FW&PCOA Accepting  
Nominations for Annual  
Safety Awards\*\*](#)



## **PROCLAMATION**

### **Florida Water Professionals Month**

**WHEREAS**, the Florida Water & Pollution Control Operators Association is a statewide organization composed of water industry professionals who dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and stormwater; and

**WHEREAS**, this organization is committed to protecting the health of Florida's citizens and our state's natural resources, and supports the training, certification, and licensing of water industry personnel as a means to achieve these goals; and

**WHEREAS**, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

**WHEREAS**, each year the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment.

**NOW, THEREFORE**, I Mayor Michael Kehoe, by virtue of the authority vested in me as Mayor of the Town of Lake Hamilton, in the State of Florida, do hereby declare the month of August 2023 as

### **Florida Water Professionals Month**

and ask our citizens to join us in thanking all water and wastewater professional staff for their hard work and dedication to preserving Florida's water resources.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the Town of Lake Hamilton, Polk County, Florida, to be affixed this 1<sup>st</sup> day of August 2023.

**TOWN OF LAKE HAMILTON**

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MICHAEL KEHOE, MAYOR

**DATE:** July 24, 2023

**TO:** Mayor and Town Council

**VIA:** Steven Hunnicutt Town Administrator, Heather Christman Town Attorney,  
Brittney Sandoval Soto Town Clerk

**FROM:** Michael Teague Chief of Police

**SUBJECT:** Automatic Traffic Enforcement

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**BACKGROUND:** Numerous complaints have occurred for traffic violations on Hwy 27, a survey of Main Street was completed which did show 82 red light runners traveling south on Hwy 27, and 68 red light runners traveling north on Highway 27 in a 24-hour time which for an entire year does equal 54,750 individuals a year are running this intersection. If you look at just 70 percent of the violations that would be 37,253 a year.

**FINANCIAL IMPACT:** NONE

**RECOMMENDATION:** Staff recommends accepting the contract with altumint for Automatic Traffic Enforcement as well as passing the Ordinance for the use of Automatic Traffic Enforcement.

**ATTACHMENTS:** Contract and Fact sheets from vender



## Photo Enforcement Services Agreement

Town of Lake Hamilton, Florida

This Photo Enforcement Services Agreement (the “Agreement”) is made and entered into this    day of July, 2023 (the “Effective Date”), by and between Altumint, Inc., a Maryland corporation with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706 (“Altumint”), and the Town of Lake Hamilton, Florida with an office at 100 Smith Ave, Lake Hamilton, FL 33851 (“Client”).

### 1. Background

Whereas, Altumint is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies using Altumint’s proprietary systems (as more specifically described herein below, the “Services”); and

Whereas, Client is an authorized municipality or government agency with a need for such Services; and

Whereas, Client desires to contract, pursuant to the terms and conditions of this Agreement, with Altumint for the provision of such Services.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Altumint agree as follows:

### 2. Services

During the Term of this Agreement, and in consideration of the Fees specified in Schedule A (“Altumint Fees”), Altumint shall use reasonable commercial efforts to provide the Services to Client in accordance with the terms and conditions of this Agreement. Services shall include the following:

#### a. Detection and Recording of Potential Traffic Violations

Altumint will make available to Client certain traffic violation detection systems, which work in conjunction with a photographic, video, or electronic camera and may also include certain equipment provided by third parties, to produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems (“Monitoring System”) to detect and record potential traffic violations at the service location(s) selected by Client (“Recorded Events”). Client agrees to operate the Monitoring System in a manner consistent with the terms and conditions of this Agreement. The Client also agrees to operate all Monitoring Systems in compliance with applicable and prevailing laws of the state and/or local jurisdiction.

#### b. Initial Validation of Recorded Events

Altumint will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further use. For example, and without limitation, Altumint may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. Client will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by Altumint and the authorization and issuance of a citation thereafter.

### **c. Motor Vehicle Records**

Altumint will promptly retrieve applicable Motor Vehicle Administration (“MVA”) records from Florida and other states’ databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. Client agrees to provide Altumint with the required authorizations and applicable access codes for Altumint to effectuate such retrieval of MVA records. The retrieval of MVA records by Altumint is solely for the purpose of presenting such information to Client and Client shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. Altumint agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Client.

### **d. Access to Website**

After Altumint has completed its preliminary review of Recorded Events data, Altumint shall post Recorded Events data not filtered by Altumint to Altumint’s proprietary VioView™ software via the internet to allow for Client’s review of Recorded Events on Altumint’s website and authorization and issuance of citations. Availability of the website and VioView software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond Altumint’s control. Altumint will not be responsible for any such reasonable unavailability or downtime. Client’s use of the website and VioView software is governed by the terms of this Agreement and the Terms of Service posted on the website.

### **e. Payments by Mail and Online**

Citation payments may be made by check, money order, or credit card. Altumint, directly and or through Altumint’s third party processor, will process payments made by mail and, at no additional cost to Client, provide the capability for individuals receiving citations to view and pay citations online by credit card. All citations and delinquent notices will expressly state that all payments of fines are to be made payable to Client at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Section 8 below. Payments of citations will be tracked using the system of record, VioView Financial Tracking System (“VioView FTS”).

### **f. Citations and Delinquent/Final Notices, Printing, and Mailing**

Altumint, directly or through Altumint’s printing services provider, at no additional cost to Client, will print and mail a citation issued by Client or Client’s Approving Authorities (as defined in Section 3(f) below), and one delinquent (or one Final) notice for outstanding citation (collectively, “Notices”) to the registered owner/lessee/other of motor vehicles bearing State of Florida plates and out-of-state plates to whom a citation has been approved by Client. Such Notices will be in a fixed, standardized format pre-approved by Client. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A of this Agreement. Client will be responsible for ensuring that the format and

content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final Notice(s) will be mailed to the address on the issued citation, unless and updated address becomes available to Altumint.

### **g. Hearings**

Altumint will make available, at Altumint's expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that Altumint received at least thirty (30) days prior written notice of each such hearing. Altumint is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests Client will reimburse Altumint for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses and time at the expert's then-current hourly rate.

### **h. Maintenance and Support**

Altumint will, in a timely and prompt manner, maintain and service the Monitoring System and assist Client personnel who operate the Monitoring System. Altumint will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to Client or anyone else, except as provided in the Confidentiality Section of this Agreement.

### **i. Training**

Altumint, at no additional charge to Client, will be responsible to train Client to operate the Monitoring System. This includes training new operators as staffing assignments may change at the sole discretion of the Client.

### **j. Service Locations**

Altumint shall provide to Client, without charge, technical advice as to the feasibility of proposed Service Locations.

### **k. Citizen Inquiries**

Altumint shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (ET), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding such citations, billing and payment procedures and status of payments and hearing dates. Altumint may employ the services of a customer service call center; Client specifically agrees that such call center's representatives may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

### **l. Hearing Dockets**

Unless agreed otherwise by the parties, on not less than a monthly basis, Altumint, in



consultation with Client, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Altumint shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.

### **m. Collections Support**

Altumint acknowledges that Client may place the collection of unpaid citations issued pursuant to the terms and conditions of this Agreement and past due debt owed to Client resulting from past due citations and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Client shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred. In association with contractual agreements referenced hereunder, Altumint is hereby authorized to provide a third party with whom the Client contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but Client is not obligated to use the third party provided by Altumint. Altumint's obligations to cooperate and provide information to any third party whom the Client contracts to provide debt collections services shall continue throughout the term of the Agreement and for a period of twenty-four (24) months following the termination of this Agreement. Client agrees to pay Altumint an additional Processing and Administration Fee set forth in Schedule A for providing information and administrative services for the collections effort performed by a third party.

## **3. Client's Responsibilities**

Client acknowledges that certain aspects of the Service require the participation and cooperation of Client, without which Altumint's performance of the Services may be significantly impaired or delayed. Client is responsible for the following:

### **a. Service Location**

Client will select the location(s) at which the Monitoring System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, Client may elect to change the Service Location by notifying Altumint, but Altumint reserves the right to decline a request to change a Service Location that in Altumint's opinion is technically infeasible. Client may not use the Services for any purpose not allowed by law.

### **b. Preserve the Monitoring System**

Client acknowledges that the Monitoring System used to detect and record Recorded Events consists of valuable personal and intellectual property of Altumint. Client agrees to use its best efforts to safely operate, protect and preserve the Monitoring System during the term of this Agreement, including, but not limited to, restricting movement of and access to the Monitoring System by anyone other than Client and Altumint personnel.

### **c. Operate the Traffic Monitoring System**

After installation, the Client has the sole responsibility to operate the traffic Monitoring System, subject to equipment maintenance and the functions outlined in this Agreement as the responsibility of Altumint.

#### **d. Complete Operator Training**

Client will complete training by Altumint in the procedures for setting up and operating the Monitoring System. Altumint, at no additional cost to Client, will issue upon request a signed certificate to Client on completion of training.

#### **e. Maintain Daily Self-Test Log**

Client will maintain a daily self-test log when applicable to record the Monitoring System's self-test results.

#### **f. Designate Citation Approving Authorities**

Client shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the VioView™ software and website. Client has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view MVA records and issue citations for the pertinent traffic violations. Altumint will assign those authorities a login-ID for accessing VioView™ software and website. The parties agree that Altumint shall not be the Approving Authority.

#### **g. Safeguard Login Information**

Client will receive one (1) login-ID to VioView per Approving Authority. Client acknowledges that VioView login-IDs allow full access to Recorded Event data, including but not limited to, information derived from MVA records, and allows the ability to authorize and issue citations. Client shall be solely and exclusively responsible for safeguarding VioView login-IDs and ensuring that unauthorized individuals do not gain access to VioView. Altumint will also provide Client one (1) VioView FTS login-ID for the exclusive use by individuals authorized by Client to view citations and financial information. It shall be the Client's responsibility to safeguard the VioView FTS login-ID as issued. Client will immediately notify Altumint of any compromise or suspected compromise of any login-ID within its knowledge. Use of VioView FTS is governed by the terms of service posted on the VioView website.

#### **h. Collection of Citation Payments by Client**

Client shall not collect citation payments in any manner that is inconsistent with the provisions of this Agreement. Client shall instruct individuals to either pay online or mail all such payments to the Lockbox Account described in the Distribution of Funds Section.

### **4. Credit Card Processing**

Altumint will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to Client. Altumint will provide individuals receiving citations access to its

website via the internet to view and pay citations online. Altumint is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local, and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Altumint; Altumint is authorized to charge a reasonable credit card convenience fee to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by Altumint. If Altumint charges a credit card convenience fee, Altumint shall disclose said fee on the payment portal of its website.

## **5. System Ownership, Operation, Maintenance, and Modifications**

- a) Altumint does not convey any equipment or system to Client. Equipment or system or any part of the equipment or system provided or used by Altumint in connection with the provision of Services under this Agreement is and shall remain the exclusive property of Altumint. In the event Altumint determines, in its sole discretion, that Client is not utilizing all or any part of the Monitoring System in a sufficient manner, Altumint may recall all or any of its Monitoring System and Client agrees to make such recalled portion of the Monitoring System immediately available for retrieval by Altumint.
- b) Monitoring System or equipment replacement, repairs, upgrades or modifications which, in the reasonable opinion of Altumint, are required as a result of neglect, misuse, theft or loss while in the Client's Possession, including without limitation a repair arising from in in connection with the use of software other than software provided by Altumint, shall be made at the sole expense of Client, including but not limited to, the actual cost of the repair or replacement of said system, along with labor (at Altumint's then-current hourly rate), shipping, and travel expenses, as applicable. Otherwise, all such Monitoring System or equipment replacement, repairs, upgrades or modifications shall be made at the sole expense of Altumint.
- c) Upgrades to Altumint's Monitoring Systems and/or reinstallations and/or modifications of hardware or software which are requested in writing by the Client but reasonably not deemed necessary or required for proper system operation by Altumint, shall be made at the sole expense of Client. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at Altumint's then-current hourly rate. Altumint must provide to the Client a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by Client in writing and conform to Client's billing practices prior to Altumint undertaking the upgrade(s).

## **6. Software Training and Support**

Throughout the Term of this Agreement, Altumint at no additional cost to Client, agrees to provide training for Altumint's VioView and VioView FTS software and website. Altumint will provide a reasonable number of reference manuals describing the features and operations for VioView and VioView FTS. Altumint will endeavor to provide updates to VioView and VioView FTS software within a reasonable time after they become generally available; provided, however, that Altumint has no obligation under this Agreement to update or modify its software in any way. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to Client during the hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday (with the exception of all state and nationally recognized holidays).



## 7. Altumint Fees

- a) Fees. In exchange for the Services described in this Agreement, Client agrees to pay Altumint the Fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from VioView FTS. Client agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from VioView FTS is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. Altumint and Client will have access to VioView FTS reports. Altumint will use these reports to calculate fees due to Altumint.
- b) Cost Neutrality. Altumint, and not Client, shall be responsible for all ongoing costs of the program. Specifically, Client shall not pay any “upfront” or capital costs for the Monitoring System. In the event that the total monthly fees set forth in Schedule A exceed the gross revenues of fines collected in a given month, the remaining unpaid fees shall “rollover” and be added to the following month’s fee total. Upon the termination or expiration of this Agreement, to the extent any unpaid rollover amounts would otherwise be owed to Altumint, such amounts shall be forgiven and no payment will be owed by Client.
- c) Fee Increases. Fees may be increased at the end of each contract year by the lesser of: (i) three percent (3%); or (ii) the increase in the Consumer Price Index over the preceding eighteen (18) months. Altumint shall provide thirty (30) days written notice prior to any such increase.

## 8. Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service (“Lockbox Account”) for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute to Client funds deposited net of the Fees set forth in Schedule A, and distribute the remainder of the funds to Altumint for services provided. Altumint, at no additional cost to Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

## 9. Confidentiality

Client and Altumint agree not to disclose information related to performance of the Services under this Agreement, including but not limited to the information identified in Sections 2(c) and 2(f) of this Agreement, to anyone except as required by law (including the Florida Sunshine Act), or by mutual agreement.

## 10. Term, Commencement of Service, and Termination

### a. Term

The term of this Agreement shall start on the “go-live” date and remain in effect for a period of five (5) years (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement will automatically renew for two years (each two years being a “Renewal Term”), and collectively

with the Initial Term is referred to as the “Term”) upon the same terms and conditions. If either Client or Altumint elects not to renew, it must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

#### **b. Termination for Default**

Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party or within ten (10) days after receipt of such notice if such breach relates to the non-payment of Fees or other amounts owed hereunder or a breach by Client which materially compromises the security of the Services or Confidential Information.

#### **c. Termination for Reason Other Than for Default**

Notwithstanding subsection (a) above, should changes in law or regulation mean that Client is no longer authorized to operate and/or contract for the Services or the purposes of this Agreement be frustrated for reasons not attributable to the Client or Altumint, then Client may terminate this Agreement upon sixty (60) days prior written notice to Altumint and declare the effective date of such termination. Upon termination under this subsection the Client and Altumint shall reconcile amounts owed and/or to which each is entitled under this Agreement up to the date of termination of this Agreement.

#### **d. Effect of Termination**

In the event of any termination of this Agreement, Client will suspend operations of the Monitoring System and return to Altumint such Monitoring System upon providing or receiving a notice of termination. Client will return to Altumint within ten (10) working days of the termination date all manuals, documentation and all other property and materials of Altumint provided to Client hereunder. Altumint and Client for a period of twenty-four (24) months after the termination date will continue the collection and distribution of revenue in accordance with this Agreement. Furthermore, Altumint shall operate with a third party with whom the Client contracts to provide debt collections services in connection with their collection efforts relating to any citations for a period of twenty-four (24) months after the termination date.

#### **e. Suspension of Services**

The Client and Altumint reserve the right to suspend immediately any Services if continuation of such Services creates an unsafe condition. Upon notification from Altumint or the Client, in writing, Altumint and Client will suspend such Services until the parties agree to and resolve the condition(s) that led to the suspension. Altumint shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of Services, and Client shall continue the processing of all citations based upon such Recorded Events.

#### **f. Survival of Certain Terms**

The provisions of Sections 7, 8, 9, 11, 12, 13, 18 and 20 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either

party for any reason shall serve to cancel, waive or otherwise affect any fees due to Altumint or Client hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

## **11. Representations and Warranties**

Client represents and warrants that:

- a) Client is a tax-exempt entity under the rules of the Internal Revenue Service and will provide Altumint a copy of its tax-exempt status upon request.
- b) Client will comply with all applicable laws, rules, and regulations in the use of the Services and in the performance of its obligations under and connection with this Agreement.

Altumint represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. Altumint shall comply with all applicable laws, rules and regulations fulfilling Altumint's obligations under this Agreement.

Altumint owns and has the right to use, and make available for use by Client, VioView, VioView FTS and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

### **No Other Warranties**

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF ALTUMINT.

## **12. Insurance and Limitation of Liability**

Altumint shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than the following: (a) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. Such insurance shall include completed operations and contractual liability coverage; (b) Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate; and (c) Altumint shall comply with the requirements and benefits established by the State of Florida for the provision of Workers' Compensation Insurance. Altumint shall provide workers' compensation insurance meeting the statutory limits for Florida and Employers' Liability limits of \$500,000.

Altumint covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Altumint on behalf of the Client under this Agreement. Upon commencement of this Agreement, and thereafter as requested by Client, Altumint shall provide Client with a certificate or certificates evidencing the coverages required by this Section.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE TOTAL FEES PAID TO ALTUMINT BY CLIENT HEREUNDER FOR THE TWELVE (12) MONTHS PRIOR TO A CLAIM ARISING. IN NO EVENT WILL ALTUMINT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALTUMINT HAS BEEN



INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

### **13. Indemnification**

Altumint shall hold Client harmless from any liability arising from Altumint's performance of this Agreement and Client shall hold Altumint harmless from any liability arising from Client's performance of this Agreement. Nothing in this paragraph waives any immunity provided by laws or rights under the Florida Tort Claims Act as those relate to third-party claims against Client. This paragraph does not affect the obligations of Client under Distribution of Funds in Section 8.

### **14. Compliance with Laws**

Altumint and Client each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information, and agree that the Services shall be used only for the permitted purposes. Altumint and Client further agree that, unless authorized by Client, the information provided by Client and/or MVA databases including the names and addresses and associated information of persons and entities that have received a citation, shall remain confidential and shall not be sold or shared with any other non-law enforcement agency, company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

### **15. Force Majeure**

Altumint shall not be liable for any delays or failures in the system of Altumint or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond Altumint's reasonable control.

### **16. Independent Contractors**

With respect to each other, Altumint and Client are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, Altumint and Client shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.

### **17. Assignment**

Neither Altumint nor Client is permitted to assign this Agreement without the prior written consent of the other party, except that Altumint may assign this Agreement to a third party that purchases all, or substantially all, of Altumint's assets in one or a series of related transactions provided that such third party agrees in writing to honor Altumint's obligations pursuant to this Agreement.

### **18. Governing Law**

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in the State of Florida. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing

party shall be entitled to recover its reasonable attorney's fees, costs, and disbursements.

## **19. Notices**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

## **20. Retention of Records by Altumint**

Altumint will store recorded images associated with issued citations and related citation information ("Event Records") developed for the Client in the course of providing Services under this Agreement in accordance with the following rules per HB 657 enacted July 1, 2023:

- a) Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event.
- b) Altumint will provide the county or municipality with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

Altumint is neither a government agency, a "custodian," nor an "official custodian of a "public record"" as those terms are defined under the Florida Sunshine Law (or any successor or other applicable statutes), the federal Freedom of Information Act, or any other jurisdictions' public records information access statutory scheme, and Altumint is not an "authorized individual who has physical custody and/or control of a public record." Client has not hired Altumint, nor does Altumint serve, in any capacity as a custodian of Client's records, including but not limited to any records identified in this Agreement or in this Section.

## **21. Entire Agreement**

This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

## **22. Severability**

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

## **23. Counterparts**

This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by .pdf or similar electronic file shall be equally as effective as delivery

of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties hereto have affixed their signatures below:

<p><b>Altumint, Inc.</b></p>  <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><b>Town of Lake Hamilton, Florida</b></p>  <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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## 24. Schedule A

**PHOTO SERVICES ENFORCEMENT AGREEMENT**  
**TOWN OF LAKE HAMILTON**  
**AND**  
**ALTUMINT, INC.**

1. Service Location: Redlight enforcement zones as directed by CLIENT.
2. Fee due to ALTUMINT: For the provisioning, deployment, operation, maintenance & service of each Monitoring System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Monitoring System	Number of Systems	Monthly Rental Fee for Each Monitoring System	Fixed Violation Processing Fee
RedHawk™	2	\$3,500	No additional charge for the first 250 total mailed violations each month. Each additional violation is \$8 per registered vehicle owner lookup

3. Collections Administrative Fee: CLIENT shall pay ALTUMINT an additional Processing and Administrative Fee of \$10 for each violation payment made through a collections agency.

In order to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, ALTUMINT and CLIENT will re-evaluate the pricing in Schedule A six months after the go-live date and adjust as appropriate.



**TOWN OF LAKE HAMILTON  
MINUTES  
TOWN COUNCIL REGULAR MEETING  
TUESDAY, JULY 11, 2023  
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday July 11, 2023, at 100 Smith Ave., Lake Hamilton, FL 33851.

**CALL TO ORDER**

Mayor Kehoe called the meeting to order at 6:00 p.m.

**INVOCATION**

Invocation was given by Patrick Slavens.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by all.

**ROLL CALL**

Roberson, Tomlinson, Slavens, and Wagner were present. Kehoe was absent. Town Administrator Hunnicutt, and Town Clerk Sandoval Soto were present. Attorney Maxwell was present via virtual conference.

**SCHEDULED PRESENTATIONS**

Ramos & Floyd C.P.A. were not present for the presentation.

**CONSENT AGENDA**

**Motion made** by Wagner and a second by Tomlinson to approve consent agenda items a, b, and c. No public comments were received. **Motion Passed 4-0.**

**RECOGNITION OF CITIZENS**

No citizens were signed in to speak.

**OLD BUSINESS**

**Future Planning Items Update/Action on WUP/AWS/WW/PRWC**

Town Administrator Hunnicutt noted that they will be attending the PRWC meeting this month. Public Works Director Henry gave an update on the wastewater project. He noted that it was at about 50% completion and the septic to sewer project is still moving forward. He stated that there is a tight timetable coming up on both projects, but they are doing what they can to meet those deadlines.

**Consideration of Revised Authorizing Resolution for Project #DW531650-**

Attorney Maxwell noted that the Florida Department of Environmental Protection requested a small modification to the Resolution that was passed previously.

Restated and Amended Resolution R-2023-07

Attorney Maxwell read the title for the record.

A resolution of Town of Lake Hamilton, 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 Slavens and a second by Wagner to approve the restated and amended Resolution R-2023-07.

No public comments were received. A roll call vote was taken. Tomlinson aye, Slavens aye, Wagner aye, Roberson aye. **Motion passed 4-0.**

### **NEW BUSINESS**

#### **Ordinance O-23-09 Water and Wastewater Connection Fees-**

Attorney Maxwell noted that the water and wastewater connection fees were combined into one Ordinance in such removing the need of Ordinance O-23-11. She also noted that there will be some modifications for the second reading.

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”); amending section 32-3, definitions, to modify the definition of the term “ERC” and the definition of capacity fees; amending section 32-8 to add increased water and wastewater connection fees and policies related thereto; striking section 32-20, wastewater capital charges, in its entirety; providing for codification and scrivener’s errors; providing for conflicts; providing for severability; and providing an effective date.

**Motion made** by Wagner and a second by Slavens to approve on first reading Ordinance O-23-09 updating the water and wastewater connection fees.

No public comments were received. A roll call vote was taken. Slavens aye, Wagner aye, Tomlinson aye, Roberson aye. **Motion Passed 4-0.**

#### **Ordinance O-23-10 Water and Sewer Rate Ordinance-**

Attorney Maxwell read the title for the record.

An ordinance of the Town Council of the Town of Lake Hamilton, Florida establishing the water and sewer rates for fiscal year 2023-2024 and thereafter; providing for conflicts; providing for severability; and providing an effective date.

**Motion made** by Slavens and a second by Wagner to approve on first reading Ordinance O-23-10 updated the water and wastewater rates.

No public comments were received. A roll call vote was taken. Wagner aye, Tomlinson aye, Slavens aye, Roberson aye. **Motion passed 4-0.**

#### **Resolution R-2023-13 Authorizing Additional Signatures on Bank Accounts-**

**Attorney Maxwell read the title for the record.**

A resolution of the Town Council of the Town of Lake Hamilton, Florida, Polk County, Florida, establishing updated signers on the town bank accounts with SouthState bank; providing for conflicts; providing for severability; and providing for an effective date.

**Motion made** by Wagner and a second by Slavens to approve Resolution R-2023-13 authorizing additional signatures on bank accounts.

No public comments were received. A roll call vote was taken. Tomlinson aye, Slavens aye, Wagner aye, Roberson aye. **Motion passed 4-0.**

**Set the Tentative Millage Rate for FY 2023-2024-**

Town Administrator Hunnicutt addressed the Council and noted that the Council is required to set the millage rate by August. He is proposing the tentative millage rate be set at 9.0. There was discussion regarding the budget hearings. The budget hearings were set on Wednesday, September 6<sup>th</sup> and Tuesday, September 19<sup>th</sup>.

**Appoint Voting Delegate Designation for FLC Annual Conference-**

Vice Mayor Roberson asked Councilwoman Wagner if she was still available to act as the voting delegate for the Town. Wagner agreed she was available.

Consensus to appoint Councilwoman Marlene Wagner as the voting delegate for the FLC Annual Conference.

**Staff Reports-**

**Town Administrator-** Town Administrator Hunnicutt gave an update regarding the historical society, and he asked if anyone was interested in serving on the board to let him know. The 2008 Ford truck has a blown motor, and he will put together a surplus form for the next meeting for disposition. He contacted the Northeast Chamber of Commerce about the Town becoming a member. It is \$433 to become a member and he asked Council if they were interested in joining.

**Motion made** by Wagner and a second by Slavens to become a member of the Northeast Chamber of Commerce.

No public comments were received. **Motion passed 4-0.**

There is a pending project for fencing around the break area which the lowest bid came in at \$9000. He would like this project to be put on hold and focus on staffing issues before moving forward. He also updated the lien search requests for the Town. They were historically \$25 to \$50, and they will now cost \$159. The Town currently has contracted services with the CFRPC and he has reached out and they will begin getting zoning maps. They have priced out a plotter machine and will ordering soon so they are able to have plans in office. The FLC conference is coming, and he noted that he would like to attend on the Friday and would like the Clerk to be able to attend the EXPO hall. The cost is usually \$50.00 to attend. The ICMA conference was included in his contract, and it is coming up. Once his card comes in he will register for the conference that will be held at the end of September. **There was council consensus** for Mr. Hunnicutt to attend the ICMA conference in August Texas. **4-0.** There was discussion regarding IT needs and equipment needs in Town Hall. He would like to set up some time for Council to take photographs to have for the website and to hang pictures in the hallway. He hopes to get the budget up this week and schedule meetings in August when the Mayor returns.

**Town Clerk-** Clerk noted that the Mayor provided packets for each member and they are to be returned to the Clerk no later than July 27<sup>th</sup> at 4:00PM. The other document distributed was the final audit for 2022-2023.

**Police Department-** none.

**Code Enforcement-** included in packet.

**Community development-** Community Development included in packet.

**Public Works-** Public Works gave a handout for the monthly update to all council members.

**COUNCIL COMMENTS:**

The Lake Hamilton Community Revitalization Group was present at the meeting.

**Florida Rural Water Association Water Capacity Fee Study-**

Katherine with the Florida Rural Water Association gave a presentation regarding the Water Capacity Fee Study.

**ATTORNEY COMMENTS:**

Attorney Maxwell welcomed Mr. Hunnicutt to Lake Hamilton and had no further comments.

**Public Comment-**

Keith Pence addressed the Council with concerns regarding the alley behind 204 Bryant Ave being impassable and the manhole covers being lower than the elevation.

**ADJOURNMENT:**

**Motion made** by Slavens and second by Wagner to adjourn the regular at 7:07 PM. **Motion passed 4-0.**

ATTEST:

\_\_\_\_\_  
Michael Kehoe, Mayor

\_\_\_\_\_  
Brittney Sandoval Soto, Town Clerk

\_\_\_\_\_  
Steve Hunnicutt, Town Administrator



**ORDINANCE O-23-09**

**AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, RELATING TO WATER AND SEWER UTILITIES; AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE TOWN; ADDING INCREASED WATER AND WASTEWATER CAPACITY FEES; AMENDING DEFINITIONS AND POLICIES RELATED TO WATER AND WASTEWATER CAPACITY FEES; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Hamilton is authorized, pursuant to general and special law and its home rule powers contained in statutes and the Florida Constitution, to own, operate, provide and extend central water, wastewater, and reclaimed water services both within and without the Town of Lake Hamilton, Florida; and

**WHEREAS**, the Town operates, controls, and manages an exclusive water, wastewater, and reclaimed water service area both within and without the Town limits; and

**WHEREAS**, the Town has determined that development at urban level densities should be served by a central potable water supply and central wastewater service; and

**WHEREAS**, demands for potable water and wastewater capacity have caused and will continue to cause the Town to acquire, construct, and expand central utilities plant and facilities and extensions of the Town's utility system and central wastewater system; and

**WHEREAS**, the Town has also incurred bonded indebtedness to plan for and expand and maintain its central water system and central wastewater system; and

**WHEREAS**, stringent state and federal water and wastewater treatment and operation standards have been promulgated, and with these increasing costs of constructing central water and wastewater facilities, the Town's ability to provide central water and wastewater service within the Town may be limited; and

**WHEREAS**, the financing of central water and wastewater facilities is complex, requires extensive planning and engineering, and calls for advanced participation by the development community so that adequate public facilities can be provided to meet the impacts of that development; and

**WHEREAS**, the use of water and sewer impact fees, also known as "capacity fees" became widespread in Florida during the 1970's when Florida was experiencing rapid growth; and

**WHEREAS**, the cost of providing the facilities to serve the influx of new residents resulted in a dramatic increase in taxes and utility rates. Additionally, during this time, more stringent environmental regulations were also driving utility rates higher; and

**WHEREAS**, municipalities and other governmental entities imposed water and wastewater capacity fees to recover the cost of the new facilities required to serve Florida's rapid growth; and

**WHEREAS**, the Florida Supreme Court has mandated that, to be valid, using water and wastewater capacity fees to raise capital for expansion cannot exceed a pro rata share of reasonably anticipated costs of expansion, are permissible where expansion is reasonably required so long as use of the money collected is limited to meeting the costs of expansion. See *Contractors and Builders Association of Pinellas County v. Utilities Commission of Dunedin*, 329 So.2d 314 (Fla. 1976); and

**WHEREAS**, the Town has previously adopted water impact fees as set forth in section 32-8 of this Code; and

**WHEREAS**, on June 28, 2019, the Florida Legislature exempted water and sewer capacity fees from the provisions of §163.31801, Florida Statutes, by virtue of the adoption of §5, Chapter 2019-165, Laws of Florida; and

**WHEREAS**, the Town is has previously adopted interim wastewater connection fees of \$4,150.00 per equivalent residential connection, which was to be re-evaluated as the Town's wastewater infrastructure plan is finalized; and

**WHEREAS**, Raftelis Financial Consultants, Inc. ("Raftelis") has, on behalf of the Town of Lake Hamilton, Florida, performed a comprehensive study of the Town of Lake Hamilton wastewater connection fees, entitled "Fiscal Year 2023 Wastewater Connection Fee Analysis" dated May 16, 2023 (the "Study"), a copy of which is attached hereto and incorporated herein as Composite Exhibit "A" to this Ordinance, which has provided a thorough fiscal analysis of the Town's wastewater capital requirements, actual revenues generated and expected revenues from wastewater connection fees arising out of new growth and development within the corporate limits of Town of Lake Hamilton and has identified extraordinary circumstances within the Town of Lake Hamilton among other things but not limited to unprecedented growth within the Town; and

**WHEREAS**, Florida Rural Water Association has, on behalf of the Town of Lake Hamilton, Florida, performed a comprehensive study of the Town of Lake Hamilton water connection fees, a copy of which is attached hereto and incorporated herein as Composite Exhibit "B" to this Ordinance, which has provided a thorough fiscal analysis of the Town's water capital requirements, actual revenues generated and expected revenues from water connection fees arising out of new growth and development within the corporate limits of Town of Lake Hamilton and has identified extraordinary circumstances within the Town of Lake Hamilton among other things but not limited to unprecedented growth within the Town; and

**WHEREAS**, based on the Study, and the comments received from members of the public and customers of the Town's utility system during open and properly advertised meetings, the Town Council finds it necessary to revise the current rate schedule for water and wastewater capacity fees to adjust and increase the effective rates to the utility plant that has been placed into service and financed by the Town during the immediate future and the estimated incremental costs for construction of the primary wastewater capital infrastructure anticipated to be incurred by the Town during the immediate future that are considered necessary to serve new development; and

**WHEREAS**, for these and other reasons, it is necessary for the Town to adjust and increase the water and wastewater capacity fees proposed within this ordinance; and

**WHEREAS**, the Town has full and exclusive authority over the management, operation, and control of all of the Town's utilities and the authority to prescribe rules and regulations governing the use of such facilities whenever such are provided by the Town, and to make such changes from time to time in such rules and regulations as it deems necessary; and

**WHEREAS**, the Town has provided the required public notice and held the necessary public hearing(s) in order to adopt these water and wastewater capacity fees, which are the equivalent of water and sewer connection fees as defined by state judicial precedent and statute.

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

#### **SECTION 1. RECITALS.**

The above WHEREAS clauses are hereby incorporated as a factual basis for the adoption of this Ordinance and the Town Council specifically makes all the factual findings set forth in said WHEREAS clauses.

#### **SECTION 2. REVISIONS TO CHAPTER 32, LAKE HAMILTON CODE.**

Chapter 32, of the Code of Ordinances of the Town of Lake Hamilton, Florida, (the "Lake Hamilton Code") is hereby created as follows (~~striketrough~~ language deleted, underline language added) (Sections not modified by this Ordinance or that are modified for numbering purposes only are noted as such herein):

#### **Chapter 32 –UTILITIES.**

**Sec. 32-1. - Short Title.** This chapter shall be known and may be cited as "Town of Lake Hamilton Utilities Code".

#### **Sec. 32-2. – Findings; Purpose and goal.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION. THE PROVISIONS OF SECTION 32-2 SHALL REMAIN IN FULL FORCE AND EFFECT.]

#### **Sec. 32-3. - Definitions.**

*Available wastewater line* shall mean an available wastewater line as defined in F.S. § 381.0065. *Available water line* means a municipal water line that is placed in any public right-of- way, easement, or town property, abutting the front, rear, or side property lines of a single-family

dwelling unit, or within 500 feet of a property line for uses that exceed the flow from one standard single-family dwelling unit.

*Commercial user* means all structures, improvements, or uses other than single-family dwelling units.

*Developer* shall mean any person or entity seeking to, or otherwise required to, secure water and/or sewer services for property located within the town utility service area for the benefit of the person or entity or prospective future residential or commercial users.

*Developer agreement* shall mean a written contract setting forth in detail the terms and conditions under which the town will provide water and sewer services to developer's property, and setting forth the obligations and requirements for each party to the agreement. Developer agreements shall be assignable and provide for modification of the project scope, subject to the consent of all parties to the contract.

*Engineer* shall mean a registered civil engineer who is currently licensed to practice engineering in the State of Florida.

~~*Connection fees* shall mean those charges, as adopted by the town, which are paid by users prior to connecting to a utility system, that represent the user's fair share of the cost of water and wastewater facilities system based upon the amount of water and wastewater capacity required to serve the property or properties of the user including, but not limited to, capital costs of construction of necessary capacity improvements created by the capacity demands of new development.~~

*Connection fees or capacity fees* shall mean those charges, as adopted by the town, which are paid by users prior to connecting to a utility system, that represent the user's fair share of the cost of water and wastewater facilities system based upon the amount of water and wastewater capacity required to serve the property or properties of the user including, but not limited to, capital costs of construction of necessary capacity improvements created by the capacity demands of new development. This term does not include the fees or charges imposed by the Town as reimbursement for the costs of physical connection to the Sewer System or the Water System.

*ERC* shall mean an equivalent residential connection or *ERC* generally represents the equivalent usage requirements of a single-family residential customer. For the purpose of this ordinance, an ERU will have an assigned value of 1.0. One (1) ERC is deemed to be equal to a flow of ~~two hundred sixty (260)~~ two hundred fifty (250) gallons per day (GPD) for wastewater. The assumed ERC gallonage has been based on statistical data establishing an average residential use.

*Master plan* shall mean the current town document that provides a guide for the planned, orderly expansion of the town's water and wastewater systems over a planning period, and identifies improvements to the systems that the town plans to undertake.

*Public works/utilities director or director* shall mean the head of the town department of public works who is in charge of the town water and sewer systems. Residential user means all single-family dwelling units.



*Service area or utility service area* shall mean those designated portions of the Town and unincorporated Polk County in which the town maintains the exclusive right to provide water and wastewater service. The service area shall be established by the Town.

*Utility system* shall mean collectively any Town water or wastewater system, or components thereof.

*Wastewater system or sewer system* shall mean the structures, equipment and processes required to collect, convey and treat wastewater and dispose of the effluent and sludge, including collection and intercepting sewers, sewage pumping stations, force mains, wastewater treatment plants and disposal facilities, and all appurtenances thereto. Wastewater systems do not include stormwater sewers.

*Water system* shall mean major elements of the water system that include central wells, pumping stations, the water treatment plants, storage tanks, transmission and distribution mains, meters, fire hydrants, and all appurtenances thereto and related facilities that are part of the town water system. Water mains and appurtenances that are less than four inches in diameter shall not be considered major elements of the system.

*User charges* shall mean other fees for service that are included on the monthly utilities bill, including but not limited to garbage collection, trash pickup, stormwater fee, and any other charges that may be adopted by the town from time to time.

*Utility system* shall mean any town water or wastewater system, or components thereof.

*Wastewater system or sewer system* shall mean the structures, equipment and processes required to collect, convey and treat wastewater and dispose of the effluent and sludge, including collection and intercepting sewers, sewage pumping stations, force mains, wastewater treatment plants and disposal facilities, and all appurtenances thereto. Wastewater systems do not include stormwater sewers.

*Water system* shall mean major elements of the water system that include central wells, pumping stations, the water treatment plants, storage tanks, transmission and distribution mains, meters, fire hydrants, and all appurtenances thereto and related facilities that are part of the town water system. Water mains and appurtenances that are less than four inches in diameter shall not be considered major elements of the system.

**Sec. 32-4.- Creation of Exclusive Water and Wastewater Service Area; Town as sole provider of service.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION. THE PROVISIONS OF SECTION 32-4 SHALL REMAIN IN FULL FORCE AND EFFECT.]

**Sec. 32-5. - Connections required.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION. THE PROVISIONS OF SECTION 32-5 SHALL REMAIN IN FULL FORCE AND EFFECT.]

**Sec. 32-6. - Utility system extensions.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION. THE PROVISIONS OF SECTION 32-6 SHALL REMAIN IN FULL FORCE AND EFFECT.]

**Sec. 32-7. - Dedication of public easements; methods of conveyance to town.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION. THE PROVISIONS OF SECTION 32-7 SHALL REMAIN IN FULL FORCE AND EFFECT.]

**~~Sec. 32-8. Connection Fees.~~**

- (a) ~~*Water system.* Each new user of the water system and each user whose property is presently connected to the town's water system when structural changes, additions or changes in permitted use result in an additional connection to the town's water system shall pay an connection fee at the time of building permit approval of construction plans for a residential or non-residential structure in an amount established from time to time by a separate ordinance adopted by the town council.~~
- (b) ~~*Wastewater system.* A wastewater connection fee is hereby imposed and levied on each new user of the wastewater system and each user whose property is presently connected to the wastewater system when structural changes, additions or changes in permitted use result in an additional connection to the wastewater system and they shall pay an connection fee at the time application is made for new service to existing structures or prior to issuance of a building permit for new construction. The connection fee shall be in an amount set and imposed in accordance with applicable Florida law, including but not limited to future ordinance or specific contract.~~
- (c) ~~*Connection fees* shall be collected in addition to other fees charged by the town for water or sewer services and shall be set aside and placed into a reserve fund to be used solely for purposes of expanding the water system and expanding the wastewater system, as the case may be, and used for no other purpose. There shall be one reserve fund for water connection fees and one reserved fund for wastewater connection fees. The town shall be entitled to an administrative charge from the connection fee to offset the collection and administration of the water or wastewater connection fee, which charge shall be limited to actual cost.~~
- (d) ~~*Minimum charge.* Each commercial use shall have a minimum value of one single-family residence.~~
- (e) ~~*Water system connection fee imposition and amounts.* A water system connection fee is hereby levied and imposed on all developments requesting capacity from the town's water system to provide service to their properties and on all properties presently connected to the town's water system when structural changes, additions or changes in permitted use result in an additional connection to the town's water system. The water system connection fee will be charged based on the water meter size to be installed in accordance with the fee schedule adopted in this section. When an existing development increases its water meter size, the development shall pay an additional water connection fee equal to the difference between the connection fee currently charged for the desired increased water meter size and the existing water meter size. The connection fee shall be charged over and above any service connection fee, lateral charge, inspection fee, monthly user charge, and monthly service charge as may be established by the town from time to time. A water connection fee shall be paid for each individual water meter to be installed. The water connection fees shall be imposed and paid in the amounts as follows:~~

Table 1: Water Connection Fees for Residential and Commercial development with meters up to 6.0 inches			
Meter Size (in inches)	Ratio to meter size	Water Connection Fee for Service Inside Town Limits	Water Connection Fee for Service Outside Town Limits

1.0 & less	1.0	\$2,319.29	\$2,899.11
1.5	2.0	4,638.58	5,798.23
2.0	5.0	18,554.32	14,495.56
3.0	8.0	37,108.64	46,385.80
4.0	16.0	57,982.28	72,477.79
6.0	25.0	115,964.56	144,955.70

(f) ~~Sewer readiness to serve charge. For the purpose of recovering the costs associated with the Wastewater Connection Fee over time, the City may establish and set a sewer readiness to serve charge in accordance with applicable Florida law, including but not limited to further ordinance or by contract. Upon application for wastewater service via a developer agreement that permits payment of the sewer readiness to serve charge over time, the sewer readiness to serve charge shall be charged upon each developable lot, parcel of land, or premises that does not yet receive sewer service from the city but contemplates having the immediate availability for connection with the Town's wastewater system. When established, such charge may be in lieu of the Wastewater Connection Fee applicable against the property.~~

### **Sec. 32-8. – Water system capacity fees.**

(a) Water system capacity fee imposition and amounts. A water system capacity fee is hereby levied and imposed on all developments requesting capacity from the town's water system to provide service to their properties and on all properties presently connected to the town's water system when structural changes, additions or changes in permitted use result in an additional connection to the town's water system. The water system capacity fee shall be paid in addition to all other fees, charges, and assessments due for the connection to the water system and is intended to provide funds only for the consumption of existing capacity or for growth necessitated improvements and additions to the water system. All water system capacity development occurring within the town's service area shall pay a water system capacity fee of \$5,650 per ERC in accordance with the following schedule:

<b><u>Establishment Type</u></b>	<b><u>ERC Factor</u></b>
<b><u>Residential</u></b>	
<u>Single Family Detached Per Dwelling Unit</u>	<u>1.000</u>
<u>Duplex (1-2 Bedroom) Per Dwelling Unit</u>	<u>0.833</u>
<u>Duplex (Greater than 2 Bedroom) Per Dwelling Unit</u>	<u>1.000</u>
<u>Multi-Family (Efficiency) Per Dwelling Unit</u>	<u>0.500</u>
<u>Multi-Family (1-2 Bedroom) Per Dwelling Unit</u>	<u>0.833</u>
<u>Multi-Family (Greater than 2 Bedroom) Per Dwelling Unit</u>	<u>1.000</u>
<u>Mobile Home (1-2 Bedroom) Per Dwelling Unit</u>	<u>0.833</u>
<u>Mobile Home (Greater than 2 Bedroom) Per Dwelling Unit</u>	<u>1.000</u>

**Commercial**

<u>Auditorium Per Seat</u>	<u>0.015</u>
<u>Auto Service and/or detailing Per Bay</u>	<u>1.000</u>
<u>Add: Per Wash Bay</u>	<u>3.200</u>
<u>Add: Per Public Restroom</u>	<u>1.500</u>
<u>Banquet/ Meeting Room Per Seat</u>	<u>0.020</u>
<u>Bar/ Cocktail Lounge Per Seat</u>	<u>0.100</u>
<u>Barber Shop Per Work Station</u>	<u>0.333</u>
<u>Beauty Salon Per Work Station</u>	<u>0.600</u>
<u>Bowling Alley Per Lane</u>	<u>0.333</u>
<u>Church Per Seat</u>	<u>0.020</u>
<u>Convenience Store:</u>	
<u>(W/Self-Serve Gas Pumps) Per Public Restroom</u>	<u>1.500</u>
<u>Convenience Store</u>	
<u>(W/out Self-Serve Gas Pumps) Per Public Restroom</u>	<u>0.500</u>
<u>Dentist Office Per Dentist</u>	<u>1.000</u>
<u>Add: Per Wet Chair</u>	<u>0.667</u>
<u>Dinner Theater Per Seat</u>	<u>0.100</u>
<u>Doctor Office Per Doctor</u>	<u>1.000</u>
<u>Extended Care Facility Per Unit</u>	<u>0.667</u>
<u>Grocery Store Per 1,000 Square Feet</u>	<u>0.750</u>
<u>Hospital Per Bed</u>	<u>0.833</u>
<u>Add for Food Service Area Per 100 Square Feet</u>	<u>0.500</u>
<u>Hotel, Motel Per Room</u>	<u>0.500</u>
<u>(Food service, banquet and meeting rooms, Laundries are all calculated separately)</u>	
<u>Industrial/Manufacturing: (Not including food service or industrial wastewater flow. Both are calculated separately)</u>	
<u>With showers per 1,000 Square Feet</u>	<u>1.250</u>
<u>Without Showers per 1,000 Square Feet</u>	<u>0.400</u>
<u>Laundry, Self Service Per Washing Machine</u>	<u>1.400</u>
<u>Nursing Home per Bed</u>	<u>0.500</u>
<u>Office Building per 1,000 Square Feet</u>	<u>0.400</u>
<u>Add for Food Service per 100 Square Feet</u>	<u>0.500</u>
<u>Add for Retail Space Per 1,000 Square Feet</u>	<u>0.500</u>
<u>Retail Shopping Area Per 1,000 Square Feet</u>	<u>0.500</u>
<u>Restaurant (24 Hour) Per Seat</u>	<u>0.200</u>
<u>Restaurant (Fast Food) Per Seat</u>	<u>0.100</u>
<u>Restaurant / Cafeteria Per Seat</u>	<u>0.100</u>
<u>RV Park Per Site</u>	<u>0.250</u>
<u>School, Nursery and Elementary Per Student</u>	<u>0.033</u>
<u>School, Middle and High Per Student</u>	<u>0.075</u>
<u>Shopping Center Per 1,000 Square Feet</u>	<u>0.500</u>
<u>Theater Per Seat</u>	<u>0.020</u>
<u>Trailer Park (Overnight Only) Per Site</u>	<u>0.333</u>
<u>Warehouse Per 1,000 Square Feet</u>	<u>0.200</u>



Add: Per Restroom0.750

In the event that a connection to the water system is of a type not listed in the schedule above, the Town shall determine the appropriate water capacity fee using an estimated number of ERCs based on the estimated water usage per day for the type of property use as determined by the Town Administrator.

(b) Payment.

1. Except as otherwise provided in this Chapter, prior to any connection to the water system, all applicants or owners, as the case may be, shall pay the water system capacity fee to the Town.
2. The obligation for payment of the water system capacity fee and the benefits derived therefrom shall run with the land.

(c) Use of monies.

1. The Town Council hereby confirms the establishment of a separate trust account for the water system capacity fees, which shall be maintained separate and apart from all other accounts of the Town. All such water system capacity fees shall be deposited into such trust account immediately upon receipt.
2. The monies deposited into the water system capacity fee trust account shall be used solely for the purposes of reimbursement for the consumption of existing facility capacity by growth or providing growth necessitated capital improvements and additions to the water system, including, but not limited to:
  - i. Design or construction plan preparation;
  - ii. Construction management and inspection;
  - iii. Capital construction costs;
  - iv. Reimbursement of excess developer contribution credits; and
  - v. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the Town to provide funds to construct or acquire growth impacted capital improvements to the water system
3. Funds on deposit in the water system capacity fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.
4. Any funds on deposit which are not immediately necessary for expenditure shall be invested by the Town. All income derived from such investments shall be deposited in the water system capacity fee trust account and used as provided herein.

(d) Exemptions. The following shall be exempt from the payment of capacity fees:

1. Alterations or expansion of an existing building, structure or improvement where no additional demand on the water system is or will be created.
2. The construction of accessory buildings, structures or improvements which will not create an additional demand on the water system.
3. The replacement of an existing building, structure or improvement which has been previously been subjected to a capacity fee payable to the Town where no additional demand is or will be created on the water system.

(e) Changes of size and use.

1. Water system capacity fees shall be imposed and calculated for the alteration,

expansion or replacement of water system capacity development which will result in a land use determined to create an additional demand on the water system. Whenever any person applies to connect to the water system, the capacity fee imposed shall be calculated on the entirety of the buildings. Where the alteration, expansion or replacement occurs on lands for which a water system capacity fee has already been paid, the capacity fee imposed shall be only upon the additional demand created by the alteration, expansion or replacement.

2. No refund or credit shall be afforded an owner or applicant in the event of a diminution of use occurs after the water system capacity fee already paid has been expended or encumbered. For the purposes of this Section, fees collected shall be deemed to be spent or encumbered on the basis of the first fee in shall be the first fee out.

### **Sec. 32-9. - Wastewater system capacity fees.**

(a) *Wastewater system capacity fee imposition and amounts.* A wastewater capacity fee is hereby imposed and levied on each new user of the wastewater system and each user whose property is presently connected to the wastewater system when structural changes, additions or changes in permitted use result in an additional connection to the wastewater system and they shall pay a connection fee at the time application is made for new service to existing structures or prior to issuance of a building permit for new construction. The wastewater system capacity fee shall be in an amount set and imposed in accordance with applicable Florida law, including but not limited to future ordinance or specific contract. All wastewater system capacity development occurring within the Town's service area shall pay a wastewater system capacity fee of \$6,371 per ERC, calculated in accordance with the following schedule:

<b><u>Establishment Type</u></b>	<b><u>ERC Factor</u></b>
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#### **Residential**

Single Family Detached Per Dwelling Unit	1.000
Duplex (1-2 Bedroom) Per Dwelling Unit	0.833
Duplex (Greater than 2 Bedroom) Per Dwelling Unit	1.000
Multi-Family (Efficiency) Per Dwelling Unit	0.500
Multi-Family (1-2 Bedroom) Per Dwelling Unit	0.833
Multi-Family (Greater than 2 Bedroom) Per Dwelling Unit	1.000
Mobile Home (1-2 Bedroom) Per Dwelling Unit	0.833
Mobile Home (Greater than 2 Bedroom) Per Dwelling Unit	1.000

#### **Commercial**

Auditorium Per Seat	0.015
Auto Service and/or detailing Per Bay	1.000
Add: Per Wash Bay	3.200
Add: Per Public Restroom	1.500
Banquet/ Meeting Room Per Seat	0.020
Bar/ Cocktail Lounge Per Seat	0.100
Barber Shop Per Work Station	0.333
Beauty Salon Per Work Station	0.600
Bowling Alley Per Lane	0.333
Church Per Seat	0.020
Convenience Store:	

(W/Self-Serve Gas Pumps) Per Public Restroom	1.500
Convenience Store	
(W/out Self-Serve Gas Pumps) Per Public Restroom	0.500
Dentist Office Per Dentist	1.000
Add: Per Wet Chair	0.667
Dinner Theater Per Seat	0.100
Doctor Office Per Doctor	1.000
Extended Care Facility Per Unit	0.667
Grocery Store Per 1,000 Square Feet	0.750
Hospital Per Bed	0.833
Add for Food Service Area Per 100 Square Feet	0.500
Hotel, Motel Per Room	0.500
(Food service, banquet and meeting rooms, laundries are all calculated separately)	
<u>Industrial / Manufacturing: (Not including food service or industrial wastewater flow. Both are calculated separately)</u>	
With Showers Per 1,000 Square Feet	1.250
Without Showers Per 1,000 Square Feet	0.400
Laundry, Self Service Per Washing Machine	1.400
Nursing Home Per Bed	0.500
Office Building Per 1,000 Square Feet	0.400
Add for food service Per 100 Square Feet	0.500
Add for Retail Space Per 1,000 Square Feet	0.500
Retail Shopping Area Per 1,000 Square Feet	0.500
Restaurant (24 Hour) Per Seat	0.200
Restaurant (Fast Food) Per Seat	0.100
Restaurant / Cafeteria Per Seat	0.100
RV Park Per Site	0.250
School, Nursery and Elementary Per Student	0.033
School, Middle and High Per Student	0.075
Shopping Center Per 1,000 Square Feet	0.500
Theater Per Seat	0.020
Trailer Park (Overnight Only) Per Site	0.333
Warehouse Per 1,000 Square Feet	0.200
Add: Per Restroom	0.750

In the event that a connection to the wastewater system is of a type not listed in the schedule above, the Town shall determine the appropriate wastewater system capacity fee using an estimated number of ERUs based on the estimated wastewater production gallons per day for the type of property use as determined by the Town Administrator.

(b) Payment.

1. Except as otherwise provided in this Chapter, prior to any connection to the wastewater system, all applicants or owners, as the case may be, shall pay the wastewater system capacity fee directly to the Town.
2. The obligation for payment of the wastewater system capacity fee and the benefits derived therefrom shall run with the land.

(c) Use of monies.

1. The Town Council hereby confirms the establishment of a separate trust account for the

wastewater system capacity fees, which shall be maintained separate and apart from all other accounts of the Town. All such wastewater system capacity fees shall be deposited into such trust account immediately upon receipt.

2. The monies deposited into the wastewater system capacity fee trust account shall be used solely for the purposes of reimbursement for the consumption of existing facility capacity by growth or providing growth necessitated capital improvements and additions to the wastewater system, including, but not limited to:

- i. Design or construction plan preparation;
- ii. Construction management and inspection;
- iii. Capital construction costs;
- iv. Reimbursement of excess developer contribution credits; and
- v. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the Town to provide funds to construct or acquire growth impacted capital improvements of the wastewater system.

3. Funds on deposit in the wastewater system capacity fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.

4. Any funds on deposit which are not immediately necessary for expenditure shall be invested by the Town. All income derived from such investments shall be deposited in the wastewater system capacity fee trust account and used as provided herein.

(d) Exemptions. The following shall be exempt from the payment of wastewater system capacity fees:

- 1. Alterations or expansion of an existing building, structure or improvement where no additional demand on the wastewater system is or will be created.
- 2. The construction of accessory buildings, structures or improvements which will not create an additional demand on the wastewater system.
- 3. The replacement of an existing building, structure or improvement which has previously been subjected to a wastewater system capacity fee payable to the Town where no additional demand is or will be created on the wastewater system

(e) Changes of size and use.

- 1. Capacity Fees shall be imposed and calculated for the alteration, expansion or replacement of wastewater system capacity development which will result in a land use determined to create an additional demand on the wastewater system. Whenever any person applies to connect to the wastewater system, the wastewater system capacity fee imposed shall be calculated on the entirety of the buildings. Where the alteration, expansion or replacement occurs on lands for which a wastewater system capacity fee has already been paid, the wastewater system capacity fee imposed shall be only upon the additional demand created by the alteration, expansion or replacement.
- 2. No refund or credit shall be afforded an owner or applicant in the event of a diminution of use occurs after the wastewater system capacity fee already paid has been expended or encumbered. For the purposes of this Section, fees collected shall be deemed to be spent or encumbered on the basis of the first fee in shall be the first fee out.

**Sec. 32-9.— 32-10. - Developer agreements.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-9) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-10.~~— 32-11. - Oversizing of portions of utility systems; refundable advance agreements.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-10) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-11.~~— 32-12. - Unauthorized Tampering with Utility System; Limitations of Use.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-11) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-12.~~— 32-13. - Limitations on town's responsibility.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-12) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-13.~~— 32-14. - Establishment and termination of service.**

[\*\* THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-13) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-14.~~— 32-15. - User charges, billing, delinquent accounts.**

[\*\*THERE HAVE BEEN NO CHANGES MADE TO THIS SECTION OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-14) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-15.~~— 32-16. - Utility service policies.**

[\*\*THERE HAVE BEEN NO CHANGES TO THIS SECTION, OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-15) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-16.~~— 32-17. - Enforcement Remedies.**

[\*\*THERE HAVE BEEN NO CHANGES TO THIS SECTION, OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-16) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-17.~~— 32-18. – Application for service.**

[\*\*THERE HAVE BEEN NO CHANGES TO THIS SECTION, OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-17) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-18.~~— 32-19. – Allocation and sale of water and wastewater service capacity.**

[\*\*THERE HAVE BEEN NO CHANGES TO THIS SECTION, OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-18) REMAIN IN FULL FORCE AND EFFECT.]

**Sec. ~~32-19.~~— 32-20. – Capacity allocation and sale.**

[\*\*THERE HAVE BEEN NO CHANGES TO THIS SECTION, OTHER THAN NUMBERING. THE PROVISIONS OF THIS SECTION (PREVIOUSLY 32-19) REMAIN IN FULL FORCE AND EFFECT.]

**~~Sec. 32-20. Wastewater capital charges.~~**

~~(a) Town council findings. In adopting this ordinance and modifying the town code of ordinances, the Town Council of Lake Hamilton, Florida, hereby makes the following findings:~~

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

~~—(2) The town operates, controls, and manages an exclusive water, wastewater, and reclaimed water service area both within and without the town limits.~~

~~—(3) The town has determined that development at urban level densities should be served by a central potable water supply and central wastewater service.~~

~~—(4) Demands for potable water and wastewater capacity will cause the town to acquire, construct, and expand central utilities plant and facilities and extensions of the town's utility system to areas where new customers may connect.~~

~~—(5) The town has also incurred bonded indebtedness to plan for and expand and maintain its central water system and central wastewater system.~~

~~—(6) Stringent state and federal water and wastewater treatment and operation standards have been promulgated, and with these increasing costs of constructing central water and wastewater facilities, the town's ability to provide central water and wastewater service within the town may be limited.~~

~~—(7) The financing of central water and wastewater facilities is complex, requires extensive planning and engineering, and calls for advanced participation by the development community so that adequate public facilities can be provided to meet the impacts of that development.~~

~~—(8) The use of water and sewer impact fees, also known as "connection fees" became widespread in Florida during the 1970's when Florida was experiencing rapid growth.~~

~~—(9) The cost of providing the facilities to serve the influx of new residents resulted in a dramatic increase in taxes and utility rates. Additionally, during this time, more stringent environmental regulations were also driving utility rates higher.~~

~~—(10) Municipalities and other governmental entities imposed water and wastewater connection fees to recover the cost of the new facilities required to serve Florida's rapid growth.~~

~~—(11) The Florida Supreme Court has mandated that, to be valid, using water and wastewater connections fees to raise capital for expansion cannot exceed a pro rata share of reasonably anticipated costs of expansion, are permissible where expansion is reasonably required so long as use of the money collected is limited to meeting the costs of expansion. See Contractors and Builders Association of Pinellas County v. Utilities Commission of Dunedin, 329 So.2d 314 (Fla. 1976).~~

~~—(12) The town has previously adopted water impact fees as set forth in [section 32-8](#) of this Code.~~

~~—(13) On June 28, 2019, the Florida Legislature exempted water and sewer connection fees from the provisions of § 163.31801, Florida Statutes, by virtue of the adoption of § 5, Chapter 2019-165, Laws of Florida.~~



~~—(14) The town has considered the currently adopted sewer connection fees of neighboring communities, including Polk County (\$4,195.00), Dundee (\$3,835.00), Auburndale (\$3,938.00), and Winter Haven (\$3,685.00 inside and \$4,606.00 outside).~~

~~—(15) Based on this data, which is based on a 2021 wastewater impact fee study in a neighboring community and localized construction costs, the adoption of an interim wastewater capital charge of \$4,150.00 is in line with other neighboring communities.~~

~~—(16) For these and other reasons, it is necessary for the town to adopt a wastewater connection fee proposed within this ordinance.~~

~~—(17) The town has full and exclusive authority over the management, operation, and control of all of the town's utilities and the authority to prescribe rules and regulations governing the use of such facilities whenever such are provided by the town, and to make such changes from time to time in such rules and regulations as it deems necessary.~~

~~—(18) The town has provided the required public notice and held the necessary public hearing(s) in order to adopt this wastewater capital charge which is the equivalent of a sewer connection fee as defined by state judicial precedent and statute.~~

~~(b) Wastewater capital charges. Each new user of the town's wastewater utility system shall pay a one time wastewater capital charge of \$4,150.00 per equivalent residential connection. An equivalent residential connection shall be equal to 250 gallons per day, average annual basis, which is based on the average water flow of a single family residence served by a 5/8-inch by 3/4-inch water meter. The revenue generated hereunder shall be deposited in the capital accounts as set forth in [section 32-20](#)(d) below and shall be used only for the expansion of the utility system for which they have been collected. All development and newly constructed structures connecting to the town's wastewater utility system or existing structures who through additions, alterations or change of permitted use increase their impact to the said utility system within the town's exclusive utility service area from and after the effective date of this section shall be subject to the payment of the wastewater capital charge as set forth hereinbelow.~~

~~(c) Wastewater capital charges: Specific policies. Wastewater capital charges shall be levied and charged in accordance with the following policies and rules:~~

~~—(1) Regardless of the potable water meter size and corresponding wastewater capital charge, the smallest residential wastewater connection (lateral) shall be four inches.~~

~~—(2) Regardless of the potable water meter size and the corresponding wastewater capital charge, the smallest commercial wastewater connection (lateral) shall be six inches.~~

~~—(3) The wastewater capital charge shall be based on the potable water meter size service for the proposed unit. (Unit refers to single residential home, separate commercial services, including lease and purchase space, etc.).~~

~~—(4) The capital connection fee does not include other fees.~~

~~(d) *Earmarking, deposit, and use of proceeds.* The following rules and policies shall apply to the use of the proceeds and revenues generated and received by the town as wastewater capital charges. The town shall maintain a separate capital account for the wastewater utility system capital charge which shall continue to be maintained separate and apart from all other accounts of the town. All such utility capital charges received by the town shall be deposited in such capital account immediately upon receipt. The monies deposited into the wastewater utility system capital charge account shall be used solely for the purpose of providing growth necessitated capital improvements and expansions to the wastewater system.~~

**Sec 32-21. – Water utilities manual of standards and specifications for design and construction.**

[\*\*THIS SECTION HAS NOT BEEN CHANGED. THE PROVISIONS OF SECTION 32-21 SHALL REMAIN IN FULL FORCE AND EFFECT]

**Secs. 32-22-----32-34. – Reserved.**

### **SECTION 3. CONFLICTS.**

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

### **SECTION 4. INCLUSION IN CODE.**

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

### **SECTION 5. SEVERABILITY.**

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

### **SECTION 6. EFFECTIVE DATE.**

This ordinance shall take effect on October 1, 2023.

**INTRODUCED AND PASSED** on first reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 11<sup>th</sup> day of July 2023.

**PASSED AND ADOPTED** on second reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 1<sup>st</sup> day of August 2023.

**TOWN OF LAKE HAMILTON, FLORIDA**

\_\_\_\_\_  
MICHAEL KEHOE, MAYOR

ATTEST WITH SEAL:

\_\_\_\_\_  
BRITTNEY SANDOVAL SOTO, TOWN CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER R. MAXWELL, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Tomlinson		
Slavens		
Wagner		
Kehoe		

**TOWN OF LAKE HAMILTON  
WASTEWATER SYSTEM**

# **Fiscal Year 2023 Wastewater Connection Fee Analysis**

**FINAL REPORT / MAY 2023**

May 16, 2023

The Honorable Mayor and Council Members  
of the Town of Lake Hamilton  
100 Smith Street  
Lake Hamilton, FL 33851

Subject: **Wastewater Connection Fee Study**

Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. (“Raftelis”) has completed its evaluation of the wastewater connection fee for the Town of Lake Hamilton (the “Town”) associated with the Town’s wastewater utility system (the “System”) and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report, which is submitted for your consideration. The purpose of our analysis was to evaluate the Town’s wastewater expansion plans and make recommendations as to the level of charges that should reasonably be in effect consistent with i) the utility assets installed / in service for the System; ii) the capital expenditure requirements identified by the Town to implement a wastewater utility program; iii) industry guidelines and Florida Statutes; and iv) Town management objectives.

The proposed connection fees are intended to meet a number of goals and objectives:

1. Wastewater connection fees should be sufficient to recover the pro rata cost of capital previously installed to provide service to new development and fund the anticipated capital infrastructure requirements associated with providing wastewater conveyance, treatment, and disposal service to new development;
2. Connection fees should not be used to fund any deficiencies in the capital needs of the wastewater utility systems (i.e., expenditures for renewal and replacement or upgrade of facilities allocable to existing customers); and
3. Connection fees should be based upon reasonable level of service standards that meet the needs of the Town based on the customer demands of the System, be indicative of the criteria used by the Town for long-term wastewater infrastructure planning and should be consistent with industry standards.

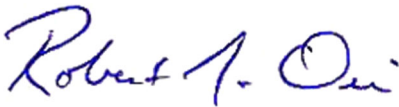
The Town is expecting new development within its wastewater system service area and plans to require this development to receive regional wastewater service from the Town which has not been constructed (the Town has no wastewater treatment and disposal utility plant; all wastewater is currently treated by the City of Dundee pursuant to an interlocal wastewater agreement between the parties). The Town is currently implementing their wastewater infrastructure construction program and adopted an interim wastewater connection fee equal to \$4,150 per equivalent residential connection (i.e., a typical single-family residence and referred to as an “ERC”) which was to be re-evaluated as the Town’s wastewater infrastructure plan is finalized.

The Honorable Mayor and Council Members  
of the Town of Lake Hamilton  
May 16, 2023  
Page 2

The proposed connection fees were based on the recovery: i) of capital-related costs that have been incurred for utility plant that has been placed into service and financed by the Town which are estimated to have available capacity to serve new development and ii) the estimated incremental costs for construction of the primary wastewater capital infrastructure anticipated to be incurred by the Town during the immediate future that are considered necessary to serve new development. Based on the information provided by the Town and the assumptions and considerations outlined in this report, which should be read in its entirety, we are recommending an increase in the wastewater connection fee to \$6,371 per ERC. Raftelis considers the proposed connection fees to be cost-based, reasonable, and based on local costs in accordance with Florida law.

We appreciate the cooperation provided by the Town's staff that assisted in the completion of our analysis and this study.

Respectfully submitted,



**Robert J. Ori**  
*Executive Vice President*



**Trevor McCarthy, CGFM**  
*Senior Consultant*

RJO/dlc  
Attachments



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Table 3: Development of Wastewater Connection Fee

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# WASTEWATER CONNECTION FEE ANALYSIS

## General

The Town's water and wastewater utility systems, as well as other publicly owned utility systems, face large capital commitments necessary to provide water and wastewater system capacity to serve new growth. The utility business is capital intensive and requires the commitment of significant resources in advance of the growth in demand. In addition, system improvements and regulatory compliance also require significant capital expenditures in today's utility business environment, increasing the overall capital cost to provide service to both existing and new development. Further, the impact of inflation on the cost of new and replacement utility plant or infrastructure facilities continues to provide upward pressure on the ability to fund such infrastructure and provide utility service to new development. The compelling capital needs associated with the utility business and the desire to control the increase in monthly utility user rates and charges have resulted in the use of funding alternatives such as connection fees to finance, in part at least, the cost of system capacity and expansion.

The Town has adopted water connection fees and an interim wastewater connection fee in support of the initial development of its backbone conveyance and wastewater treatment / disposal facilities. Currently, all of the wastewater treatment and disposal requirements are met through a "treatment by contract" arrangement with the Town of Dundee. The Town is desirous to terminate this wastewater treatment provision and construct its own wastewater treatment and disposal facilities to better serve new development in the Town that is requiring wastewater service. The construction of the wastewater utility system infrastructure by the Town during the next five (5) to ten (10) years for the wastewater system service area will focus primarily on wastewater expansion and upgrades of treatment and transmission facilities to have adequate conveyance capacity and capabilities to provide wastewater capacity to new development. Recognizing the need to have a fee in place to fund anticipated capital needs, the Town adopted an interim wastewater fee of \$4,150 per equivalent residential connection (i.e., a typical single-family residence and referred to as an "ERC"). Due to the anticipated growth expected to occur in the Town requiring wastewater service and the need to adequately fund or recover the estimated facility or infrastructure costs allocable to such development, the Town requested that Raftelis Financial Consultants, Inc. ("Raftelis") assist in the development of the wastewater connection fees.

The scope of services to be performed by Raftelis included the following:

1. Review of documents and conducting certain analyses, to estimate the level of service to be applied to an equivalent residential connection or ERC;
2. Identify and evaluate the constructed and purchased wastewater plant capacity and estimate the available capacity to serve new development within the Town's respective wastewater utility service area;
3. Evaluate the current constructed cost of the wastewater utility infrastructure and allocate the costs among the functional categories of asset purpose (e.g., primary conveyance) to identify the installed cost of infrastructure to be included in the derivation of the average "per gallon" unit cost to provide wastewater capacity;

4. Evaluate the five to ten-year (near-term) capital improvement program to identify anticipated changes in the installed cost of facilities as well as anticipated new capital facilities to the System such that there is a match in the fee application to assets providing service or capacity to new development;
5. Prepare a connection fee comparison with other neighboring jurisdictions to evaluate fee levels, levels of service, and basis or method used to determine the amount to be charged to applicants requesting capacity; and
6. Based on the analysis, identify recommended connection fees for the wastewater utility system.

## Purpose of Wastewater Connection Fees

The purpose of the application of a connection fee is to recover the pro-rata share of allocated capital costs that are considered as growth-related from new customers connecting to the System or from existing customers (development) that are requesting an increase in the reserved wastewater capacity associated with increased development on their property. To the extent that new population growth and associated development impose identifiable added capital costs to municipal services, capital funding practices to include the assignment of such costs to those residents or system users responsible for those costs rather than to the existing population base is reasonable and provides for the property match of initial capital investment to reserve capacity. Generally, this practice has been known as “growth paying its own way” without existing user cost burdens. The application of connection fees to finance capital infrastructure allocated to such new capacity requests is very common in Florida and the country and has been used as a source of contributed capital by the Town for its water utility systems for many years. In summary, the connection fee can be considered to be a new user’s contribution to those facilities or capital costs that are required in order to provide a comparable level of service to that being provided to existing customers.

## Existing Wastewater Connection Fees

As previously mentioned, the Town adopted an interim wastewater fee of \$4,150 per ERC pursuant Chapter 32-20 (15). The Town’s utility ordinance provides for the application of a wastewater connection fee to new development, the general policies for fee application, and other attributes for the fee.

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Based on the fee application methodology for the water system employed by the Town, the wastewater fees are to be applied to new development based on the size of the meter serving the applicant's property and are summarized in the following table.

### Summary of Existing Interim Wastewater Connection Fees per ERC [1]

Meter Size	Meter Ratio	Wastewater Connection Fee	
		Inside Town	Outside Town
1-inch or Less [2]	1.0	\$4,150	\$5,187
1 1/2-inch	2.0	8,300	10,375
2-inch	5.0	20,750	25,97
3-inch	8.0	33,200	41,500
4-inch	16.0	66,400	83,000
6-inch	25.0	103,750	129,688

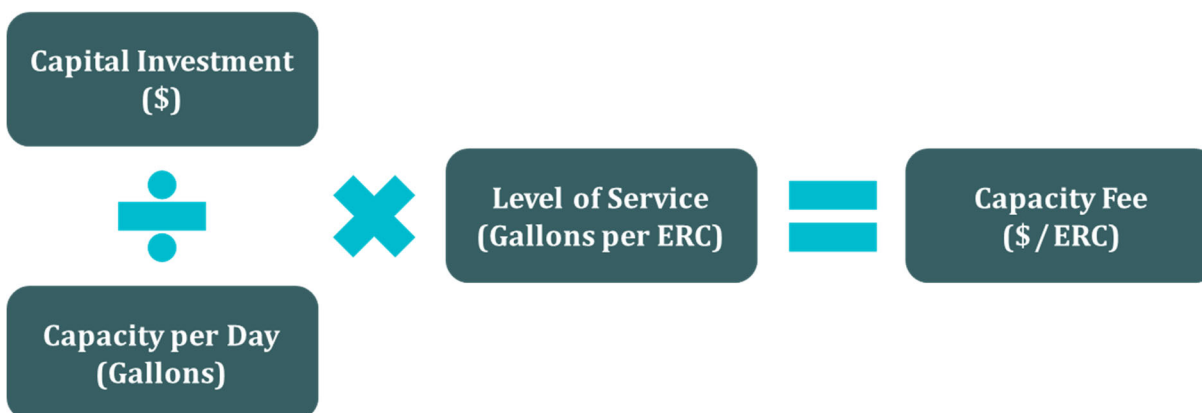
[1] Per Town's Code of Ordinances, Chapter 32 – Utilities, the Town charges the water connection fees on i) a meter size basis; and ii) customer location basis with customers located outside the Town corporate limits paying a surcharge of 25% of the inside Town rate. Assumes Town would apply the wastewater connection fee on a consistent basis. Wastewater fees considered by the Town as interim.

[2] Represents connection fee generally applied to the Single-family residential development (per residence).

## Development of Connection Fees

There are three significant components addressed in the design of connection fees. These three components include: i) the level or amount of capital costs to be recovered from new development; ii) the total estimated System capacity that is available that links to the capital investment (expressed on a gallons per day basis); and iii) the level of service to be apportioned to an ERC (i.e., single-family residence) for applicants that request System capacity. The connection fee determination methodology is depicted in Figure 1 below:

**FIGURE 1**  
**Connection Fee Determination Methodology**



All of these components are necessary to determine the amount of the connection fee to be charged to new applicants requesting service on an equivalent residential connection unit or “ERC” basis, which is more fully discussed later in this report.

In the development of capital costs to be recognized in the fee determination, there are three methods generally used, which include: i) the Standards Method; ii) the System Buy-in Method; and iii) the Improvements Method. The Standards Method would base the capital cost on a theoretical cost of the improvements for incremental development (e.g., the standard cost for the construction of a water treatment plant expressed on a \$/gallon basis). This method generally would not recognize the existing installed infrastructure that has capacity to serve new development and may also not recognize the current capital plan identified to provide service or complete the master planning of the system facilities. The System Buy-in (or historical) Method recognizes the installed original cost of the utility infrastructure in the determination of the capital costs to provide service. This method is applicable to mature or developed utility systems that have constructed the majority of its infrastructure, which is not the case for the Town. This method generally would only reflect the constructed capacity and not recognize any anticipated changes in service area infrastructure. The Improvements Method would be based on future capital costs and new capacity determined over a projected time period which is more applicable to the Town; it would not account for unused constructed capacity that may be available to serve new development. This fee is similar to the standards method in that it is based on a future cost (however, it is specific to the utility as opposed to a standard). This method may result in a disparity in the amount of growth to be served by the new facilities.

For the purposes of this study, a blending of the Buy-in Method and Improvements Method was recognized for the following reasons:

1. Since Florida law requires that the connection fee be based on localized costs, basing the fee on any recognized installed costs of the assets in service that would be necessary to serve future development would strongly promote this requirement since the costs are known.
2. The Town has identified expansion-related and System upgrade capital projects in the near term, which will provide wastewater treatment and disposal capacity to serve new growth and increase the installed cost of the utility plant in service available to meet service area growth or increased capacity demands. The near-term capital improvements were considered in the fee to recognize the estimated installed cost of capacity coincident with the time frame that the fee is to be charged to new development. Only the ten-year capital plan was considered since infrastructure needs can change over time due to, among other things, increased or changes in regulations, levels of service and development patterns, changes in wastewater treatment processes, changes in biosolids waste disposal requirements, and other factors.
3. The System Buy-in Method and Improvements Method were consolidated in our analysis, as appropriate, to identify the blended average cost of the installed capacity to serve growth during the near future, which places more emphasis on the Improvements Method since the Town is essentially entering into the wastewater service utility market.

The following is a discussion of these connection fee components.

## Capital Investment

In the determination of the connection fee associated with the servicing of future customers, any constructed capacity in the existing treatment and transmission utility system that is available to serve such growth was



considered. Since this infrastructure was constructed and is available to serve the near-term incremental growth of the System, it is appropriate to recognize the availability of such facilities. As previously mentioned, the Town does not have a wastewater treatment plant; all capacity is provided on contractual services basis by the City of Dundee. The Town-constructed transmission line and pumping facilities in service that is necessary to deliver wastewater to the City of Dundee will remain in service and will be used to deliver wastewater to the anticipated Town wastewater treatment plant. The existing fixed asset cost as of September 30, 2023 as determined by the Town which would be included as a depreciable asset for the utility system on the Town's annual financial reports includes a master lift (pump) stations and wastewater transmission line constructed along State Road 27 in the amount of \$1,368,932.

The Town is in the process of developing and constructing a wastewater utility service plan that includes the development of a wastewater treatment plant and associated wastewater conveyance (transmission) facilities to serve the new development within the Town's utility service area. To develop a connection fee that is consistent with the anticipated capital costs of the System, the cost of the System's capital improvements that are anticipated be constructed in the near term to meet such future needs are reflected in the proposed connection fees (i.e., "improvements component" of the fee calculation).

The wastewater treatment plant is planned to be constructed in three (3) phases to minimize up-front costs from a financing standpoint and to expedite the availability of capacity to serve the immediately identified development. The analysis included in this report represents all the phases of the expansion to identify the total pro rata cost of capacity and to have an improved match as to asset construction (e.g., the headworks are designed for full plant capacity yet are constructed as part of the Phase 1 project) to the service demands. It is also assumed that the construction will be performed in the near future and thus will be in service. The Town provided the System Capital Improvement Plan, which outlines the capital expenditure plan for the wastewater service area as shown on Table 1 at the end of this report. Based on the System capital program as outlined on Table 1, approximately \$45,154,820 in capital improvements have been identified by the Town for the System of which approximately \$35,047,529 has been recognized in the determination of the fees or for which a portion of the cost is considered as being available to be funded from connection fees. The amount of capital needs identified as a cost recoverable from future growth through the application of a wastewater connection fee is shown on Table 1 and summarized below:

### Capital Expenditures Assumed Being Available to be Funded from Connection Fees [1]

	Total Estimated Capital Improvement	Less Plant not Included [2]	Total Included Plant	Less Contributions and Grants [3]	Net Capital Expenditures Recognized
Wastewater Treatment (All Phases)	\$39,003,487	\$---	\$39,003,487	(\$5,981,861)	\$32,433,626
Wastewater Transmission	2,025,903	---	2,025,903	---	2,025,903
Wastewater Collection	4,125,430	(4,125,430)	---	---	---
Total Capital Costs	<u>\$45,154,820</u>	<u>(\$4,125,430)</u>	<u>\$41,029,390</u>	<u>(\$5,981,861)</u>	<u>\$35,047,529</u>

[1] Derived from Table 1 at the end of this report.

[2] Wastewater collection assets benefit the specific applicant parcel and are not generally included in the connection fee determination since they do not represent a system cost allocable to all users.

[3] Amounts shown represent funds that are anticipated to be received from outside agencies which represent cost free capital (grants and property contributions) and therefore are not included as a capital expenditure to be recovered from wastewater connection fees.

## Plant Capacity

Based on the planning documents prepared by the Town, the estimated capacity of the wastewater treatment plant is anticipated to be 1.25 million gallons per day (“mgd”) expressed on an average annual daily flow basis. This capacity value represents the Phase 3 constructed value and was used since it fully incorporates the anticipated near-term construction and capacity needs in the near future.

## Level of Service Requirements

In the evaluation of the capital facility needs for providing wastewater utility services, the level of service (“LOS”) standards should be addressed. Level of service shall indicate the capacity per unit of demand for each public facility. Essentially, the level of service standards is established to ensure that adequate facility capacity will be provided for future development.

For wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an ERC expressed as the amount of usage (gallons) allocated on an average daily basis. This allocation of capacity would generally represent the amount of capacity allowable to an ERC, whether such capacity is actually used (commonly referred to as “readiness to serve”). As previously mentioned, an ERC is representative of the average capacity required to service a typical individually metered or serviced single-family residential account. This class of users represents the largest number of customers generally served by a public utility such as the Town and generally the lowest level of usage requirements for a specifically metered account.

It is our understanding based on discussions with the Town and as delineated in the Town’s Code of Ordinances, Section 32 – Utilities, the current level of service for a wastewater ERC equates to 260 gallons per day (“gpd”) expressed on an average daily use basis. The LOS is currently the same for the water system. Recognizing that there is discretionary use typically recognized with respect to water use (e.g., outdoor irrigation, car washing, pressure washing, etc.), the LOS for wastewater is generally less. Additionally, recognizing that the wastewater collection system will be brand new, it is assumed that limited inflow and infiltration (“I/I”). For the development of the Wastewater Connection Fee, the LOS was set at 225 gpd per ERC and was based on the following:

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### Development of Proposed Wastewater LOS per ERC

	Proposed – gpd per ERC
Average Persons per Household [1]	2.90
Indoor Water Use Allowance (gpcpd) [2]	60
Indoor Water Use (Gallons per Day)	174.0
Peak Month Factor Adjustment (Seasonality / Vacancy Adjustment) Assumed at 110%	191.4
I/I Allowance at 15% of Indoor Flow	<u>28.7</u>
Estimated LOS – Wastewater Service (Gallons per Day)	220.1
Recommended LOS – Wastewater Service (Gallons per Day)	<u>225.0</u>
<p>[1] Citation: U.S. Census Bureau (2021). <i>American Community Survey 5-year Estimates</i>. Retrieved from <i>Census Reporter Profile page for Lake Hamilton, FL</i>.</p> <p>[2] Represents average indoor use expressed on a gallon per capita per day basis based on information published by the Water Research Foundation in the publication entitled <i>End Users of Water, Version 2 Executive Report</i> dated April 2016.</p>	

A general industry guideline is that wastewater treated approximates 80% to 90% of the finished water delivered per ERC. The Town has adopted a LOS for the water system of 260 gallons per day (wastewater is currently the same level of use). The recommended wastewater LOS of 225 gallons per day is approximately 86.5% of the existing water LOS and is considered within the range of reasonableness for the recommended wastewater LOS recognized in this study.

## Calculated Wastewater Connection Fee

As previously mentioned, for the development of the proposed wastewater connection fee the “Improvements Method” approach was primarily recognized since the implementation of the wastewater program is essentially a new utility service for the Town (which results in the addition of utility plant that will be owned by the Town). This method allocates the estimated proportionate share of capacity at cost (value) of the anticipated assets that are being constructed to initiate the wastewater utility system and in support of the near term expected development. Based on the identification of the capital costs to be constructed, the objective is that the applicant requesting capacity will pay for its share of the infrastructure to be constructed to serve System growth. It should be noted that this method does not impart or transfer asset ownership to the customer but is generally considered to provide access to and the dedication of capacity in the amount purchased.

Based on the estimated capital expenditures to build the required wastewater infrastructure, the anticipated capacity of the facilities to be built, which links to the service area demands and the proposed level of service per ERC, the following wastewater connection fee is recommended. The determination of the calculated fee is shown on Table 3 at the end of this study and is summarized below:

### Existing and Calculated Wastewater Connection Fees per ERC by Service Area [1]

	Interim (Existing)	Proposed	Change in Fees
Wastewater Inside Town	\$4,150	\$6,371	\$2,221
Wastewater Outside Town [2]	\$5,187	\$7,964	\$2,777

[1] Amounts derived from Table 3 at the end of this Report.

[2] Town charges a 25% outside-city-surcharge for the water and wastewater connection fees charged as provided by Florida Statutes, Chapter 180; this is a policy decision of the Town and Raftelis is expressing no recommendation to this rate policy interpretation.

In the development of the proposed wastewater connection fees, several assumptions were utilized or incorporated in the analysis. The major assumptions utilized in the design of the proposed connection fees are:

1. The Town essentially does not have a wastewater system (limited transmission facilities and currently no wastewater treatment and disposal facilities). Accordingly, the determination of the wastewater connection fee is being based on the projected wastewater conveyance, treatment, and disposal-related capital improvement plan for the System that is anticipated to be constructed by the Town to serve new growth. A summary of capital improvement costs considered in the development of the wastewater connection fee was previously presented in this study and as reflected in Table 3 at the end of this report.
2. Because: i) the System is operated as an enterprise fund; ii) all wastewater-related financial resources received by the Town stay within the fund for the benefit of the wastewater system; iii) the facility costs reflected in the fee are assumed to be the cost when installed and placed into service and are not adjusted for any fair market value to reflect construction timing conditions; iv) there is no interest-expense carry proposed to be included in the connection fee associated with the financing of the capital investment to serve new development; and v) there are no other revenues received by the Town from new development for the capital costs / utility plant reflected in the connection fee (e.g., ad valorem taxes on the property), no credit for the future payment of any debt service allocable to the properties has been recognized. All connection fee funds remain in the enterprise system and the long-term capital financing costs for infrastructure constructed and available to serve new growth are mitigated by using the connection fees for ongoing expansion-related capital project financing or for the direct payment of the annual expansion-related debt service payments.
3. It is anticipated by the Town that certain utility assets to be constructed that are considered as "System-related" infrastructure and should be recognized in the fee determination are anticipated to be funded from developer contributions and grants. Since these contributions represent cost-free capital to the Town, the amount of such contributions that relate to the funding of the System-related infrastructure has been recognized as a deduction to the capital costs to be included in the connection fee determination.
4. The level of service for a wastewater ERC was assumed to be 225 gpd expressed on an average daily flow basis predicated on the estimated wastewater flow contribution requirements attributable to a typical ERC.
5. For the development of the proposed connection fee, no existing or planned capital facility costs associated with wastewater collection facilities have been included in the calculation of the charge since

i) the Town will require the developer to contribute such facilities on a cost-free basis to the Town as part of the development process; or ii) the Town may charge a separate fee (e.g., sewer connection or tap-in fee) to recover the cost of such capital additions (contribution-in-aid-of-construction). Such costs are considered as being solely allocable to the specific property receiving service (a secondary function) and are not considered as a System (primary function) asset.

As shown on Table 3 at the end of this report, the analysis utilizes estimated capital costs for the wastewater treatment and effluent disposal / transmission system, ERC service requirements, and current fixed asset and plant capacity data regarding the wastewater system. By designing the wastewater connection fee to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis to reflect the cost of capacity needed to meet the future needs of the wastewater system.

Based on the capital facilities associated with the determination of the charge, the functional breakdown of the components of the wastewater connection fee are as follows:

#### Functional Breakdown of Calculated Wastewater Connection Fee per ERC [1]

Service Type	Amount
Wastewater Treatment / Disposal – Town-owned Infrastructure	\$5,943.89
Wastewater Transmission	428.31
Total Fee	\$6,372.20
Rounded Fee	\$6,371.00
Level of Service (gpd per ERC)	225
Cost per Gallon	\$28.32

[1] Amounts derived from Table 3 and reflects inside the Town fees.

## Comparison with Other Utilities

To provide additional information to the Town regarding the proposed wastewater connection fees, included on the following summary table is a comparison of the Town's interim and calculated fees per ERC with other neighboring jurisdictions. Table 4 at the end of this report provides a comparison of the interim and calculated wastewater connection fees for single-family residential units (i.e., one ERC) for the Town with comparable fees currently imposed by other neighboring municipal / governmental water and wastewater. A number of factors can affect the level of charges collected by other utilities, including, but not limited to, level of treatment required for service, asset age and remaining service life, density of customer base, level of service adopted by local government, amount of grant (contributions) funds received, and other factors. No in-depth analysis has been performed to determine the affect these factors could have on the fees charged by other utilities or to determine the methods used in the development of the water and wastewater connection fees imposed by others, nor has any analysis been made to determine whether 100% of the cost of new facilities is recovered from the other utilities' charges, or some percentage less than 100% with the balance recovered through the user charges. As shown below the proposed connection fees are higher than those charged by surrounding communities.

### Comparison of Connection Fees per ERC – Wastewater Capacity Request [1][2]

Description	Wastewater
<b>Town Wastewater Connection Fees:</b>	
Existing Interim Connection Fees [3]	\$4,150
Calculated Connection Fees	\$6,371
<b>Other Florida Utilities Average</b>	
	\$3,709
[1] Amounts shown derived from information provided on Table 4 at the end of this Report.	
[2] Reflects fee for standard individually metered residential unit (generally served through a 5/8-inch meter service and is considered to equate to one [1] ERC).	

We believe the primary reason for the proposed Town fees being higher than neighboring public utilities is due to the capital costs being recovered are expressed essentially at 100% of today's cost to construct (Fiscal Year 2023) which is not the case for the utilities reflected in the comparison which have an established wastewater utility system (fees based on original costs which are significantly less than the capital costs being incurred today for like-kind assets).

## Conclusions and Recommendations

Based on the analyses and discussions provided herein, we are of the opinion that:

1. Pursuant to the analysis discussed herein, Raftelis is of the opinion that the proposed wastewater connection fee is reasonable and is based on the estimated local cost for providing service, the current capital improvement plan as detailed herein, and the approximate cost of capacity based on the level of service allocable to an equivalent residential connection. As such, Raftelis recommends that the System consider adjusting the existing interim wastewater connection fee of \$4,150 per ERC to the calculated wastewater connection fee of \$6,371 per ERC.
2. The proposed level of service per ERC for wastewater is proposed to equal 250gpd per ERC for wastewater capacity reservation.
3. The proposed wastewater connection fees are higher than those of neighboring jurisdictions since the fees are essentially based entirely on today's cost of construction which is higher than the embedded capital costs of the surveyed utilities presented in this study. It is anticipated as the other utilities begin to exhaust their available capacity to serve new development and are required to construct new capacity, the respective wastewater connection fees will be increased accordingly to reflect the current cost of construction.
4. It is recommended that the Town update the wastewater connection fee evaluation as the capital costs for the wastewater implementation program are more accurately known to improve the nexus between the fees being charged and the costs being incurred. Subsequently, it is recommended that the Town review the fees every two to three years to recognize changes in level of service requirements capacity requirements, actual construction costs for added facilities as well as anticipated cost changes identified as part of the Town's ongoing capital improvement program, or if the utility services are materially changed from what is presented herein.



# Tables

Table 1: Summary of Capital Improvement Plan and Existing Fixed Assets

Table 2: Functionalized Wastewater Capital Improvement Program

Table 3: Development of Wastewater Connection Fee

Table 4: Comparison of Wastewater Connection Fees

**Table 1**  
**Town of Lake Hamilton**  
**Fiscal Year 2023 Wastewater Connection Fee Analysis**

**Summary of Capital Improvement Plan and Existing Fixed Assets [1]**

Line No.	Description	Cost	Adjustments	Adjusted Total	Grant Funding [2]	Net Town Funded	Function
1	<u>Wastewater System CIP</u>						
2	WWTP Phase 1 - 0.25 MGD	\$6,473,487	\$0	\$6,473,487	(\$4,452,835)	\$2,020,652	Treatment
3	WWTP Phase 2 - 0.50 MGD	5,973,000	0	5,973,000	(1,529,026)	4,443,974	Treatment
4	WWTP Phase 3 - 1.25 MGD	25,969,000	0	25,969,000	0	25,969,000	Treatment
5	WWTP Land	588,000	0	588,000	0	588,000	Treatment
6	Septic-to-Sewer Construction - Collection	3,206,730	0	3,206,730	0	3,206,730	Collection
7	Septic-to-Sewer Construction - Transmission	1,025,903	0	1,025,903	0	1,025,903	Transmission
8	Sewer Connection Program	918,700	0	918,700	(518,902)	399,798	Collection
9	Main St. Pump Station and Force Main Extension	1,000,000	0	1,000,000	0	1,000,000	Transmission
10	Total	<u>\$45,154,820</u>	<u>\$0</u>	<u>\$45,154,820</u>	<u>(\$6,500,763)</u>	<u>\$38,654,057</u>	
11	<u>Wastewater System Existing Fixed Assets</u>						
12	Lift Station and Line on SR 27	\$1,368,932	\$0	\$1,368,932	(\$1,015,146)	\$353,786	Transmission
13	Total	<u>\$1,368,932</u>	<u>\$0</u>	<u>\$1,368,932</u>	<u>(\$1,015,146)</u>	<u>\$353,786</u>	

Footnotes:

[1] Amounts based on the Town's adopted Fiscal Year 2023 Capital Improvement Plan as well as costs provided by the Town's consulting engineer.

[2] Amounts based on anticipated grant funding and approved principal forgiveness from FDEP's SRF program.

**Table 2**  
**Town of Lake Hamilton**  
**Fiscal Year 2023 Wastewater Connection Fee Analysis**

**Functionalized Wastewater Capital Improvement Program [1]**

Line No.	Project Description	Type	Purpose			Estimated Capital Cost	Adjustments	Net Amount For Future Expenditures	Functional Category					
			Expansion	Existing	Replace				Wastewater Treatment		Transmission		Collection/ Other	Total
1	WWTP Phase 1 - 0.25 MGD	Treatment	100.00%	0.00%	0.00%	\$6,473,487	\$0	\$6,473,487	\$0	\$6,473,487	\$0	\$0	\$0	\$6,473,487
2	WWTP Phase 2 - 0.50 MGD	Treatment	100.00%	0.00%	0.00%	5,973,000	0	5,973,000	0	5,973,000	0	0	0	5,973,000
3	WWTP Phase 3 - 1.25 MGD	Treatment	100.00%	0.00%	0.00%	25,969,000	0	25,969,000	0	25,969,000	0	0	0	25,969,000
4	WWTP Land	Treatment	100.00%	0.00%	0.00%	588,000	0	588,000	0	588,000	0	0	0	588,000
5	Septic-to-Sewer Construction - Collection	Collection	100.00%	0.00%	0.00%	3,206,730	0	3,206,730	0	0	0	0	3,206,730	3,206,730
6	Septic-to-Sewer Construction - Transmission	Trans	100.00%	0.00%	0.00%	1,025,903	0	1,025,903	0	0	0	1,025,903	0	1,025,903
7	Sewer Connection Program	Collection	100.00%	0.00%	0.00%	918,700	0	918,700	0	0	0	0	918,700	918,700
8	Main St. Pump Station and Force Main Extension	Trans	100.00%	0.00%	0.00%	1,000,000	0	1,000,000	0	0	0	1,000,000	0	1,000,000
9	<b>TOTAL WASTEWATER PROJECTS</b>					<b>\$45,154,820</b>	<b>\$0</b>	<b>\$45,154,820</b>	<b>\$0</b>	<b>\$39,003,487</b>	<b>\$0</b>	<b>\$2,025,903</b>	<b>\$4,125,430</b>	<b>\$45,154,820</b>
10	<b>PERCENT OF TOTAL</b>							100.00%	0.00%	86.38%	0.00%	4.49%	9.14%	100.00%

**Footnotes:**

[1] Amounts derived from Table 1.

**Table 3**  
**Town of Lake Hamilton**  
**Fiscal Year 2023 Wastewater Connection Fee Analysis**

**Development of Wastewater Connection Fee**

Line No.	Description	Amount
<b>Wastewater Treatment Facilities:</b>		
1	Wastewater Treatment Plant Design and Construction - CIP [1]	\$39,003,487
2	Less Receipt of Grant Funds	<u>(5,981,861)</u>
3	Total Wastewater Treatment Facility Costs	\$33,021,626
4	Planned Permitted Capacity of Plant Facilities (MGD) (ADF) [2]	1.250
5	Existing Average Daily Flow (ADF) (MGD) [3]	0.000
6	Equivalent Connection Factor - (GPD) [4]	225.0
7	Estimated Equivalent Connections to be Served by Facilities	5,556
8	Percent Remaining Capacity of Facilities	100.00%
9	Rate per Equivalent Connection of Wastewater Treatment Facilities	\$5,943.89
10	<b>Rounded Rate per Equivalent Connection Allocable to Wastewater Treatment Facilities</b>	<b>\$5,943.00</b>
<b>Primary Transmission System:</b>		
11	Existing Transmission System Assets [5]	\$1,368,932
12	Transmission System Design and Construction - CIP [1]	2,025,903
13	Less Receipt of Grant Funds	<u>(1,015,146)</u>
14	Total Primary Transmission Facility Costs	\$2,379,689
15	Total Estimated Equivalent Connections served by Transmission Facilities [6]	<u>5,556</u>
16	Rate per Equivalent Connection of Primary Transmission Facilities	<u>\$428.31</u>
17	<b>Rounded Rate per Equivalent Connection of Primary Transmission Facilities</b>	<b>\$428.00</b>
18	Total Combined Rate per Equivalent Connection	\$6,372.20
19	<b>Rounded Rate per Equivalent Connection</b>	<b><u>\$6,371.00</u></b>
20	Cost Per Gallon	\$28.32

ADF = Average Daily Flow

GPD = Gallons per Day

*Footnotes continued on the following page.*

**Table 3**  
**Town of Lake Hamilton**  
**Fiscal Year 2023 Wastewater Connection Fee Analysis**  
  
**Development of Wastewater Connection Fee**

Footnotes:

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- [1] Amounts derived from Table 2 and reflect the planned expansion-related improvements.
- [2] Amount reflects the planned permitted treatment capacity of the Town's wastewater treatment plant.
- [3] The Town currently has no Wastewater Treatment Plant.
- [4] Amount reflects the District's level of service provided for per equivalent connection.
- [5] Amounts derived from Table 1 and reflect existing transmission system assets.
- [6] Amount assumes transmission capacity is consistent with the existing and estimated future wastewater treatment capacity.

**Table 4**  
**Town of Lake Hamilton**  
**Fiscal Year 2023 Wastewater Connection Fee Analysis**

**Comparison of Wastewater Connection Fees [1]**

Line No.	Description	Wastewater Connection Fee
<b>Town of Lake Hamilton</b>		
1	Existing (Interim) Connection Fee	\$4,150
2	Recommended Connection Fee	6,371
<b><u>Other Florida Utilities:</u></b>		
3	City of Auburndale	\$4,258
4	City of Davenport [2]	\$3,500
5	City of Haines City	4,243
6	City of Lake Alfred	3,817
7	City of Lake Wales	3,247
8	City of Lakeland [2]	1,916
9	City of Plant City	3,120
10	City of St. Cloud	4,151
11	City of Winter Haven	4,197
12	Polk County	4,195
13	Toho Water Authority (Kissimmee System)	4,151
14	Other Florida Utilities' Average	\$3,709

[1] This schedule is intended to show comparable charges for similar service for comparison purposes only. All fees are as reported by the respective utility

[2] Utility is currently involved in a connection fee study and/or expects a revision to current connection fees within the next twelve months.

**ORDINANCE O-23-10****AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA ESTABLISHING THE WATER AND SEWER RATES FOR FISSCAL YEAR 2023-24 AND THEREAFTER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council recently engaged the Florida Rural Water Association to conduct a Water and Sewer Rate Study; and

**WHEREAS**, the principal objectives of the Water and Sewer Rate Study was to develop a multi-year plan for water and wastewater revenue amounts that will satisfy annual operating, debt service, and capital cost requirements as well as maintain operating reserves, and to modify the rate structure to ensure the rates for water and sewer conform to accepted industry practice, and reflect the appropriate distribution of system costs, while providing a price incentive to encourage conservation and minimizing the financial burden to low volume users; and

**WHEREAS**, the Water and Sewer Rate Study was completed in July 8, 2023 and provides for rate adjustments for the 2024 through 2032 Fiscal Years; and

**WHEREAS**, the Town Council finds that it is in the best interests of the citizens and residents of the Town to adjust the rates pursuant to the rate adjustment plan as provided in the Water and Sewer Rate Study completed on July 8, 2023.

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

**SECTION 1. RECITALS.**

The above WHEREAS clauses are hereby incorporated as a factual basis for the adoption of this Ordinance and the Town Council specifically makes all of the factual findings set forth in said WHEREAS clauses.

**SECTION 2. WATER AND SEWER RATES.**

The following rates are hereby established for water treated, supplied and metered by the Town to users within the Town's water services area:

1. Beginning on October 1, 2023, and each year thereafter, all residential and non-residential users of potable water shall pay the Service Fee(s), plus the charges shown in Exhibit A to this Ordinance, attached hereto and made a part hereof.
2. Beginning on October 1, 2023, and each year thereafter, all residential and non-residential wastewater customers shall pay the Service Fee, plus the charges shown in Exhibit B to this Ordinance, attached hereto and made a part hereof.

**SECTION 3. CONFLICTS.**



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

**SECTION 4. SEVERABILITY.**

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

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect on October 1, 2023.

**INTRODUCED AND PASSED** on first reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 11<sup>th</sup> day of July 2023.

**PASSED AND ADOPTED** on second reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 1<sup>st</sup> day of August 2023.

TOWN OF LAKE HAMILTON, FLORIDA

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MICHAEL KEHOE, MAYOR

ATTEST:

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BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

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HEATHER R. MAXWELL, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Tomlinson		
Slavens		
Wagner		
Kehoe		

## Lake Hamilton

Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023



FLORIDA RURAL WATER ASSOCIATION  
2970 WELLINGTON CIRCLE  
TALLAHASSEE, FL 32309  
850-668-2746  
Completed by: Dyana Jo Stewart  
June 13, 2023

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Proposed Rate Adjustments

This rate scenario shows the minimum rate increases needed to properly sustain the Water and Sewer System, if Capital Improvement Projects listed on the CIP Schedule do not change and expected growth of 844 water, sewer, and irrigation customers occur by FY24-25. This scenario looks at the FY22 Actual Expenses identified by the city and the revised FY23 Budget as well as anticipated O&M expenses for the new WW Treatment Plant. The following changes were applied to this study:

- 1. Starting October 1, 2023 New Rate Structure for DW has been applied and new WW Rate Stucture beginning October 1, 2024 if anticipated growth is reached.
- 2. Customers outside the city all have a 25% increase above inside city customers. (as accepted by law)
- 3. Consumer Price Index of 5% was added to all annual O&M Expenses after FY23 to assist with annual budget increases.
- 4. Capital Improvement Plan includes additional anticipated O&M expenses for the new Wastewater Treatment Plant starting FY24-25. These expenses could fluctuate

If the Consumer Price Index (CPI) for any given year exceeds percentages in Figure 1, rates will need to be increased by the percentage difference. The proposed rate increases (see figure 2) with growth will allow the system to reach a minimum Unrestricted Reserve of 90 days of O&M Expense in FY24-25 and exeed the recommended 270 days of O&M Expenses by FY25-26. If expected growth does not occur by FY24-25 DW will need a more significant Rate Increase. It is recommended that an new Rate Analysis be completed annually to insure rate increase will keep the system sustainable while new growth and new WW expenses are still uncertain.

Description	Escalation Factor FY								
	2023	2024	2025	2026	2027	2028	2029	2030	2031
CIP	5	5	5	5	5	5	5	5	5

Figure 1

Rate Class	Fiscal Year								
	*2023	2024	2025	2026	2027	2028	2029	2030	2031
All DW Rate Classes									
Base	7%	7%	7%	7%	7%	7%	5%	5%	5%
Usage	7%	7%	7%	7%	7%	7%	5%	5%	5%
All WW Rate Classes									
Base	0%	0%	0%	0%	0%	0%	0%	0%	0%
Usage	0%	0%	0%	0%	0%	0%	0%	0%	0%

Figure 2

## Lake Hamilton

## Lake Hamilton FY2023 (new rate structure )

Fiscal Year: 2023

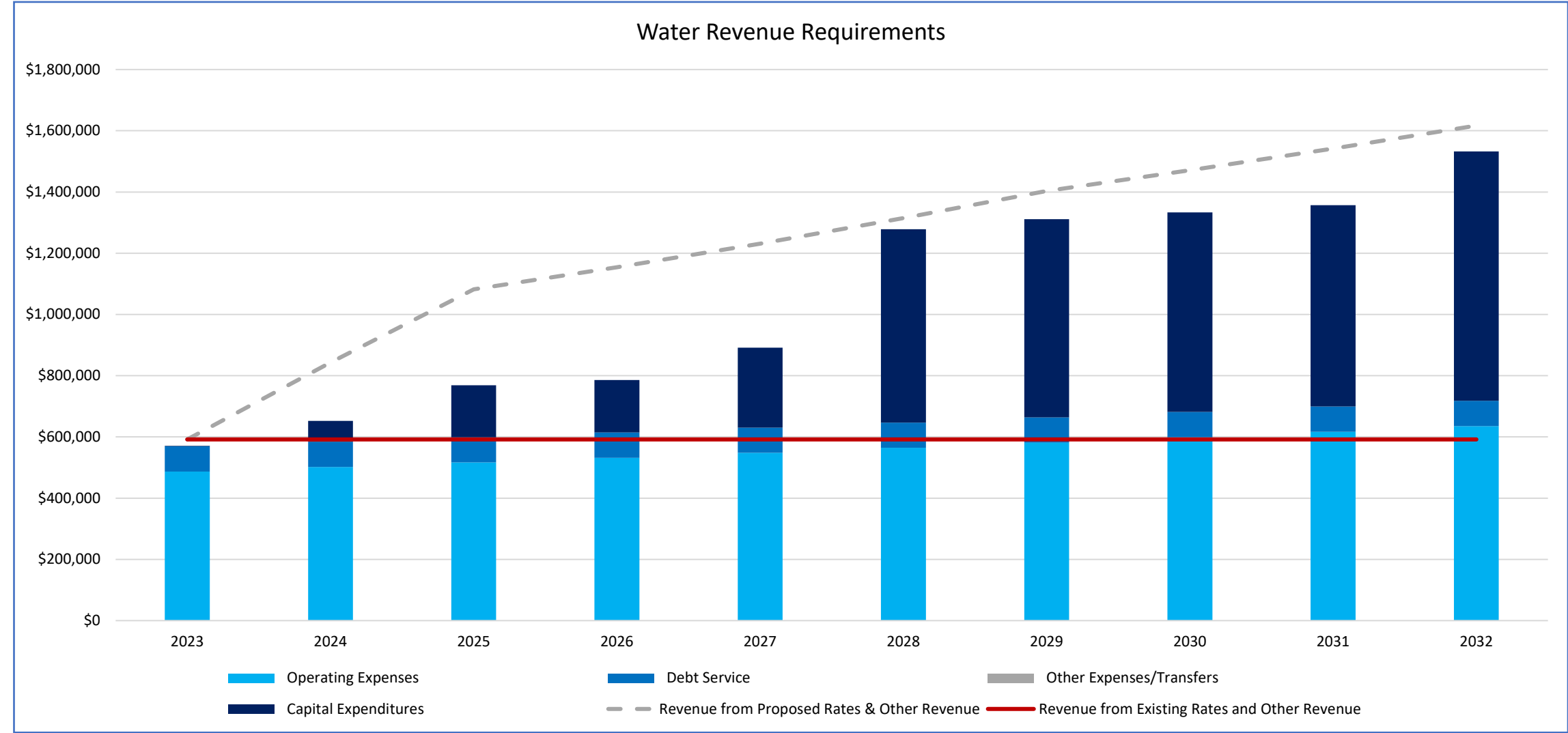
## Water Revenue Requirements

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Revenue Requirements:</b>										
Operating Expenses	\$486,800	\$501,500	\$516,500	\$532,000	\$548,000	\$564,400	\$581,300	\$598,800	\$616,700	\$635,200
Debt Service	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500
Other Expenses/Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	\$2,000	\$68,100	\$169,400	\$171,600	\$261,100	\$631,400	\$647,400	\$652,200	\$657,700	\$814,600
Gross Revenue Requirements	\$571,300	\$652,100	\$768,400	\$786,100	\$891,600	\$1,278,300	\$1,311,200	\$1,333,500	\$1,356,900	\$1,532,300
Less: Other Revenue	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600
Net Revenue Requirements	\$523,700	\$604,500	\$720,800	\$738,500	\$844,000	\$1,230,700	\$1,263,600	\$1,285,900	\$1,309,300	\$1,484,700
<b>Existing Rate Sufficiency:</b>										
Revenue from Existing Rates	\$544,200	\$544,200	\$544,200	\$544,200	\$544,200	\$544,200	\$544,200	\$544,200	\$544,200	\$544,200
Revenue Surplus/(Deficiency)	\$20,500	-\$60,300	-\$176,600	-\$194,300	-\$299,800	-\$686,500	-\$719,400	-\$741,700	-\$765,100	-\$940,500
<b>Proposed Rate Sufficiency:</b>										
Revenue from Proposed Rates	\$544,200	\$795,600	\$1,034,200	\$1,106,600	\$1,184,000	\$1,266,900	\$1,355,600	\$1,423,400	\$1,494,500	\$1,569,200
Increase in Revenue	\$0	\$251,400	\$490,000	\$562,400	\$639,800	\$722,700	\$811,400	\$879,200	\$950,300	\$1,025,000
<b>Cumulative %</b>										
All Customer Classes										
Base Charges	0.00%	7.00%	14.49%	22.50%	31.08%	40.26%	50.07%	57.58%	65.46%	73.73%
Usage Charges	0.00%	7.00%	14.49%	22.50%	31.08%	40.26%	50.07%	57.58%	65.46%	73.73%
<b>Current Year %</b>										
All Customer Classes										
Base Charges	0%	7%	7%	7%	7%	7%	7%	5%	5%	5%
Usage Charges	0%	7%	7%	7%	7%	7%	7%	5%	5%	5%
<b>Revenue Surplus/(Deficiency)</b>	<b>\$20,500</b>	<b>\$191,100</b>	<b>\$313,400</b>	<b>\$368,100</b>	<b>\$340,000</b>	<b>\$36,200</b>	<b>\$92,000</b>	<b>\$137,500</b>	<b>\$185,200</b>	<b>\$84,500</b>

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Water Revenue Requirements Graph

For Graph Use:

Revenue from Proposed Rates & Other Revenue	\$591,800	\$843,200	\$1,081,800	\$1,154,200	\$1,231,600	\$1,314,500	\$1,403,200	\$1,471,000	\$1,542,100	\$1,616,800
Revenue from Existing Rates and Other Revenue	\$591,800	\$591,800	\$591,800	\$591,800	\$591,800	\$591,800	\$591,800	\$591,800	\$591,800	\$591,800



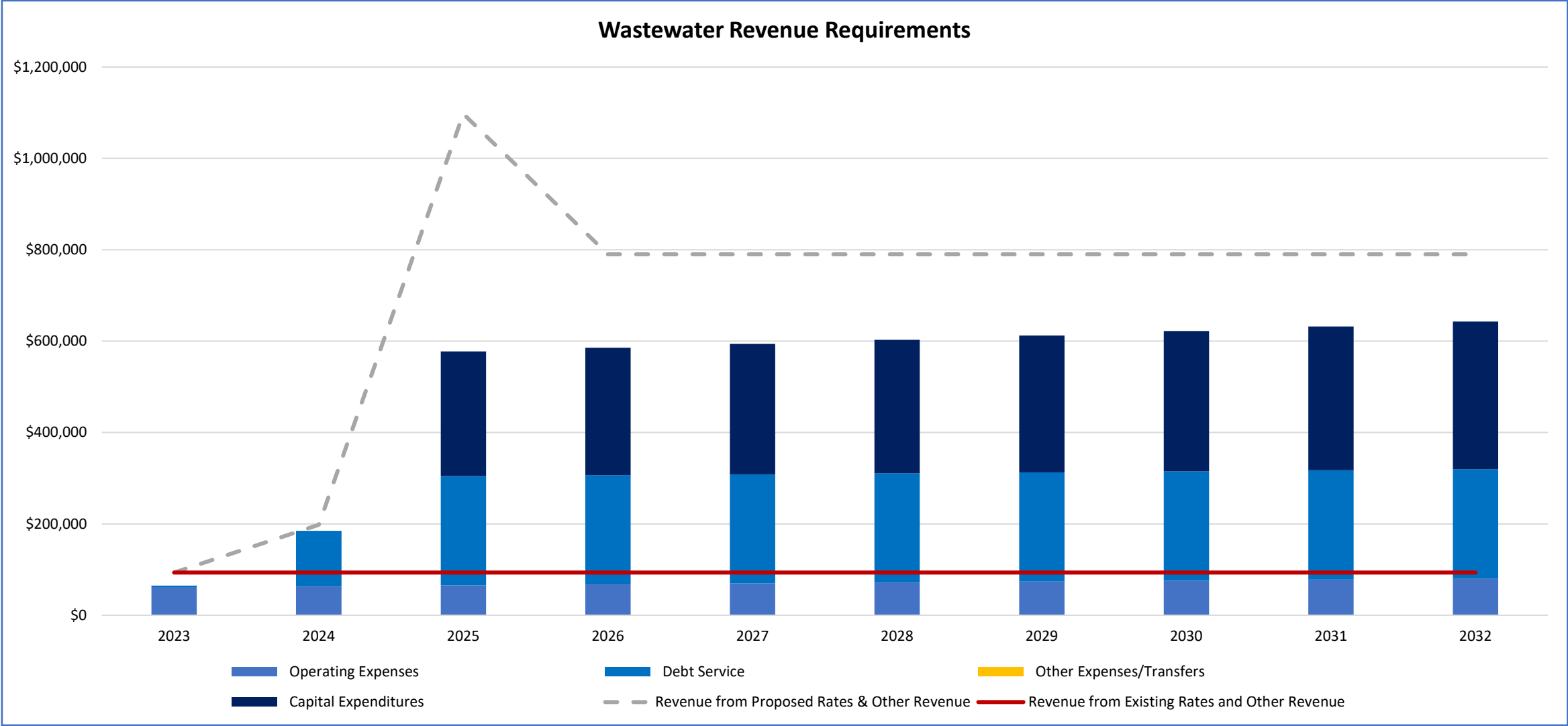
Lake Hamilton  
 Lake Hamilton FY2023 (new rate structure )  
 Fiscal Year: 2023  
 Wastewater Revenue Requirements

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Revenue Requirements:</b>										
Operating Expenses	\$61,800	\$63,600	\$65,500	\$67,500	\$69,500	\$71,600	\$73,700	\$75,900	\$78,200	\$80,600
Debt Service	\$3,100	\$121,200	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100
Other Expenses/Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	\$0	\$0	\$272,900	\$279,000	\$285,500	\$292,300	\$299,400	\$306,900	\$314,700	\$322,900
Gross Revenue Requirements	\$64,900	\$184,800	\$577,500	\$585,600	\$594,100	\$603,000	\$612,200	\$621,900	\$632,000	\$642,600
Less: Other Revenue	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Net Revenue Requirements	\$19,900	\$139,800	\$532,500	\$540,600	\$549,100	\$558,000	\$567,200	\$576,900	\$587,000	\$597,600
<b>Existing Rate Sufficiency:</b>										
Revenue from Existing Rates	\$48,436	\$48,436	\$48,436	\$48,436	\$48,436	\$48,436	\$48,436	\$48,436	\$48,436	\$48,436
Revenue Surplus/(Deficiency)	28,536.27	-91,363.73	-484,063.73	-492,163.73	-500,663.73	-509,563.73	-518,763.73	-528,463.73	-538,563.73	-549,163.73
<b>Proposed Rate Sufficiency:</b>										
Revenue from Proposed Rates	\$48,436	\$152,800	\$1,052,500	\$744,900	\$744,900	\$744,900	\$744,900	\$744,900	\$744,900	\$744,900
Increase in Revenue	\$0	\$104,364	\$1,004,064	\$696,464	\$696,464	\$696,464	\$696,464	\$696,464	\$696,464	\$696,464
<b>Cumulative %</b>										
All Customer Classes										
Base Charges	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Usage Charges	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Current Year %</b>										
All Customer Classes										
Base Charges	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Usage Charges	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
<b>Revenue Surplus/(Deficiency)</b>	<b>\$28,536</b>	<b>\$13,000</b>	<b>\$520,000</b>	<b>\$204,300</b>	<b>\$195,800</b>	<b>\$186,900</b>	<b>\$177,700</b>	<b>\$168,000</b>	<b>\$157,900</b>	<b>\$147,300</b>

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Wastewater Revenue Requirements Graph

For Graph Use:

Revenue from Proposed Rates & Other Revenue	\$93,436	\$197,800	\$1,097,500	\$789,900	\$789,900	\$789,900	\$789,900	\$789,900	\$789,900	\$789,900
Revenue from Existing Rates and Other Revenue	\$93,436	\$93,436	\$93,436	\$93,436	\$93,436	\$93,436	\$93,436	\$93,436	\$93,436	\$93,436





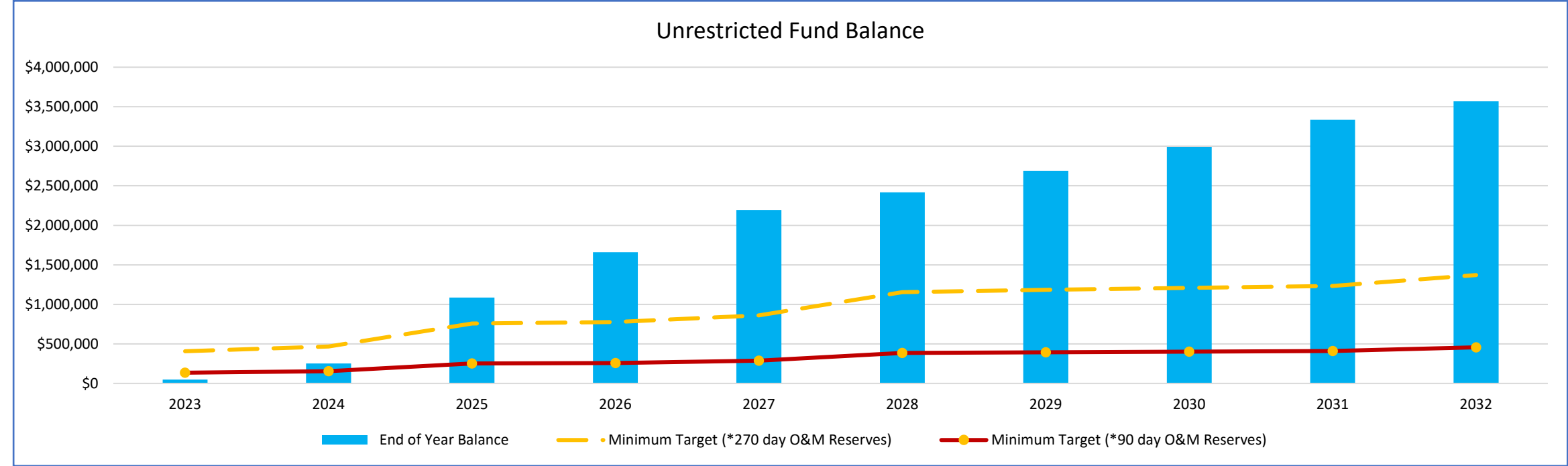
Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Debt Service Coverage

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenue:										
Revenue from Proposed Drinking Water Rates	\$544,200	\$795,600	\$1,034,200	\$1,106,600	\$1,184,000	\$1,266,900	\$1,355,600	\$1,423,400	\$1,494,500	\$1,569,200
Revenue from Proposed Wastewater Rates	\$48,436	\$152,800	\$1,052,500	\$744,900	\$744,900	\$744,900	\$744,900	\$744,900	\$744,900	\$744,900
Subtotal - Rate Revenue	\$592,636	\$948,400	\$2,086,700	\$1,851,500	\$1,928,900	\$2,011,800	\$2,100,500	\$2,168,300	\$2,239,400	\$2,314,100
Miscellaneous Revenue - Drinking Water	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600	\$47,600
Miscellaneous Revenue - Wastewater	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Total Revenue	\$685,236	\$1,041,000	\$2,179,300	\$1,944,100	\$2,021,500	\$2,104,400	\$2,193,100	\$2,260,900	\$2,332,000	\$2,406,700
Operating Expenses:										
Drinking Water	\$486,800	\$501,500	\$516,500	\$532,000	\$548,000	\$564,400	\$581,300	\$598,800	\$616,700	\$635,200
Wastewater	\$61,800	\$63,600	\$65,500	\$67,500	\$69,500	\$71,600	\$73,700	\$75,900	\$78,200	\$80,600
Total Operating Expenses	\$548,600	\$565,100	\$582,000	\$599,500	\$617,500	\$636,000	\$655,100	\$674,700	\$694,900	\$715,800
Net Revenue	\$136,636	\$475,900	\$1,597,300	\$1,344,600	\$1,404,000	\$1,468,400	\$1,538,000	\$1,586,200	\$1,637,100	\$1,690,900
Debt Service:										
Drinking Water	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500
Wastewater	\$3,100	\$121,200	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100	\$239,100
Total Debt Service	\$85,600	\$203,700	\$321,600	\$321,600	\$321,600	\$321,600	\$321,600	\$321,600	\$321,600	\$321,600
Debt Service Coverage	1.60	2.34	4.97	4.18	4.37	4.57	4.78	4.93	5.09	5.26
Net Revenue Less Debt Service	\$51,036	\$272,200	\$1,275,700	\$1,023,000	\$1,082,400	\$1,146,800	\$1,216,400	\$1,264,600	\$1,315,500	\$1,369,300
Capital Expenditures:										
Drinking Water	\$2,000	\$68,100	\$169,400	\$171,600	\$261,100	\$631,400	\$647,400	\$652,200	\$657,700	\$814,600
Wastewater	\$0	\$0	\$272,900	\$279,000	\$285,500	\$292,300	\$299,400	\$306,900	\$314,700	\$322,900
Total Capital Expenditures	\$2,000	\$68,100	\$442,300	\$450,600	\$546,600	\$923,700	\$946,800	\$959,100	\$972,400	\$1,137,500
Other Expenses/Transfers:										
Drinking Water	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wastewater	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Expenses/Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Surplus/(Deficiency)	\$49,036	\$204,100	\$833,400	\$572,400	\$535,800	\$223,100	\$269,600	\$305,500	\$343,100	\$231,800

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Unrestricted Fund Balance

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Utility Reserve Funds:										
Beginning of Year Balance	\$0	\$49,036	\$253,136	\$1,086,536	\$1,658,936	\$2,194,736	\$2,417,836	\$2,687,436	\$2,992,936	\$3,336,036
Addition to Current Year	\$49,036	\$204,100	\$833,400	\$572,400	\$535,800	\$223,100	\$269,600	\$305,500	\$343,100	\$231,800
End of Year Balance	\$49,036	\$253,136	\$1,086,536	\$1,658,936	\$2,194,736	\$2,417,836	\$2,687,436	\$2,992,936	\$3,336,036	\$3,567,836

*Used for Unrestricted Fund Graph	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
DW Operating Expenses	\$488,800	\$569,600	\$685,900	\$703,600	\$809,100	\$1,195,800	\$1,228,700	\$1,251,000	\$1,274,400	\$1,449,800
WW Operating Expense	\$61,800	\$63,600	\$338,400	\$346,500	\$355,000	\$363,900	\$373,100	\$382,800	\$392,900	\$403,500
Daily O&M Reserves needed	\$1,508	\$1,735	\$2,806	\$2,877	\$3,189	\$4,273	\$4,388	\$4,476	\$4,568	\$5,078
Minimum Target (*270 day O&M Reserves)	\$407,293	\$468,395	\$757,701	\$776,786	\$861,115	\$1,153,751	\$1,184,893	\$1,208,564	\$1,233,345	\$1,370,934
Minimum Target (*90 day O&M Reserves)	\$135,764	\$156,132	\$252,567	\$258,929	\$287,038	\$384,584	\$394,964	\$402,855	\$411,115	\$456,978



Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
CIP Schedule

Description	Funding Source	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
WW 319	Wastewater Impact Fees	\$0	\$0	\$418,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INFRASTRUCTURE (WTP Improvements)	Water Impact Fees	\$0	\$0	\$272,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WW 319	Grant	\$0	\$0	\$418,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRWC	Water Revenues	\$2,000	\$68,100	\$169,400	\$171,600	\$261,100	\$631,400	\$647,400	\$652,200	\$657,700	\$814,600
WW Improvements (WW531642 increase)	Future Loan	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New WW Employee	Wastewater Revenues	\$0	\$0	\$122,900	\$129,000	\$135,500	\$142,300	\$149,400	\$156,900	\$164,700	\$172,900
Estimated Additional WW O&M Expenses	Wastewater Revenues	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Totaled by	Funding Source	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
	Water Revenues	\$2,000	\$68,100	\$169,400	\$171,600	\$261,100	\$631,400	\$647,400	\$652,200	\$657,700	\$814,600
	Wastewater Revenues	\$0	\$0	\$272,900	\$279,000	\$285,500	\$292,300	\$299,400	\$306,900	\$314,700	\$322,900
	Water Impact Fees	\$0	\$0	\$272,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Wastewater Impact Fees	\$0	\$0	\$418,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Future Loan	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Grant	\$0	\$0	\$418,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total	\$2,000	\$2,568,100	\$1,551,400	\$450,600	\$546,600	\$923,700	\$946,800	\$959,100	\$972,400	\$1,137,600

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Debt Service Schedule

Debt	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Existing Debts:													
DW531610	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300	\$12,300
WATER SYSTEMS REVENUE BOND SERIES 2012	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200	\$46,200
WATER SYSTEMS REVENUE BOND SERIES 2020	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
WW531640	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100
WW531642 Construction Loan	\$0	\$39,000	\$78,100	\$78,100	\$78,100	\$78,100	\$78,100	\$78,100	\$78,100	\$78,100	\$78,100	\$78,100	\$78,100
Anticipated Debts:													
WW Improvements (WW531642 increase)	\$0	\$79,036	\$157,972	\$157,972	\$157,972	\$157,972	\$157,972	\$157,972	\$157,972	\$157,972	\$157,972	\$157,972	\$157,972
Total	\$85,600	\$203,636	\$321,672	\$321,672	\$321,672	\$321,672	\$321,672	\$321,672	\$321,672	\$321,672	\$321,672	\$321,672	\$321,672
Drinking Water	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500	\$82,500
Wastewater	\$3,100	\$121,136	\$239,172	\$239,172	\$239,172	\$239,172	\$239,172	\$239,172	\$239,172	\$239,172	\$239,172	\$239,172	\$239,172

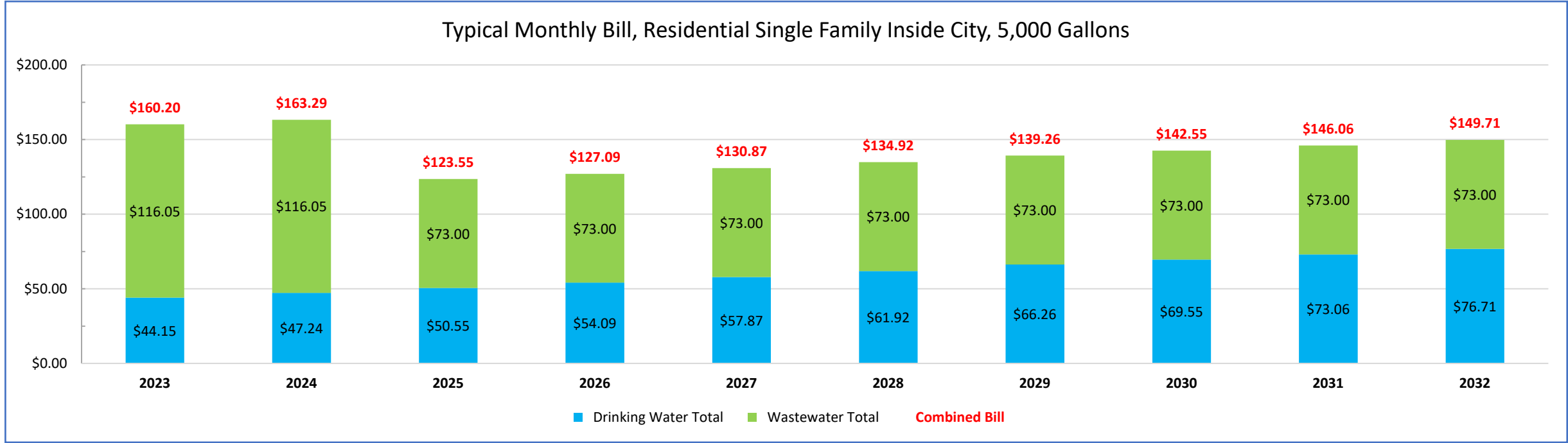
Lake Hamilton  
Lake Hamilton FY2023 (new rate structur  
Fiscal Year: 2023  
Operating Expense Projection

Fund Name	Type of Expense	Cost Allocation	Description	Historical 2022	Budget 2023	Escalation Factor	2024	2025	2026	2027	2028	2029	2030	2031	2032
400.533.10	Personnel	100% Water	REGULAR SALARIES AND WAGES	\$122,500	\$157,100	CPI	\$161,800	\$166,600	\$171,600	\$176,800	\$182,100	\$187,600	\$193,200	\$199,000	\$204,900
400.533.14	Personnel	100% Water	Overtime	\$11,700	\$8,000	CPI	\$8,200	\$8,500	\$8,700	\$9,000	\$9,300	\$9,600	\$9,800	\$10,100	\$10,400
400.533.15	Personnel	100% Water	LONGEVITY PAY	\$11,200	\$400	CPI	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$500	\$500
400.533.151.	Personnel	100% Water	ON CALL PAY	\$0	\$10,400	CPI	\$10,700	\$11,000	\$11,400	\$11,700	\$12,100	\$12,400	\$12,800	\$13,200	\$13,600
400.533.21.	Personnel	100% Water	FICA TAXES	\$0	\$13,500	CPI	\$13,900	\$14,300	\$14,700	\$15,100	\$15,600	\$16,100	\$16,500	\$17,000	\$17,600
400.533.22.	Personnel	100% Water	RETIREMENT CONTRIBUTIONS	\$8,700	\$6,900	CPI	\$7,100	\$7,300	\$7,500	\$7,700	\$8,000	\$8,200	\$8,400	\$8,700	\$9,000
400.533.23.	Personnel	100% Water	LIFE AND HEALTH INSURANCE	\$34,700	\$33,600	CPI	\$34,600	\$35,700	\$36,800	\$37,900	\$39,000	\$40,200	\$41,400	\$42,600	\$43,900
400.533.31.	Professional Services	100% Water	PROFESSIONAL SERVICES-Other	\$6,500	\$10,000	CPI	\$10,300	\$10,600	\$10,900	\$11,300	\$11,600	\$11,900	\$12,300	\$12,700	\$13,000
400.533.311.	Professional Services	100% Water	PROFESSIONAL SERVICES / Engineering	\$127,000	\$55,000	CPI	\$56,600	\$58,300	\$60,100	\$61,900	\$63,800	\$65,700	\$67,600	\$69,700	\$71,800
400.533.40.	O&M	100% Water	TRAVEL AND PER DIEM	\$1,400	\$1,500	CPI	\$1,500	\$1,600	\$1,600	\$1,700	\$1,700	\$1,800	\$1,800	\$1,900	\$2,000
400.533.41.	O&M	100% Water	COMMUNICATION SERVICES	\$4,600	\$8,000	CPI	\$8,200	\$8,500	\$8,700	\$9,000	\$9,300	\$9,600	\$9,800	\$10,100	\$10,400
400.533.42.	O&M	100% Water	POSTAGE SERVICES (Utility Billing)	\$0	\$4,000	CPI	\$4,100	\$4,200	\$4,400	\$4,500	\$4,600	\$4,800	\$4,900	\$5,100	\$5,200
400.533.43.	O&M	100% Water	UTILITY SERVICES	\$35,300	\$36,000	CPI	\$37,100	\$38,200	\$39,300	\$40,500	\$41,700	\$43,000	\$44,300	\$45,600	\$47,000
400.533.44.	O&M	100% Water	RENTALS AND LEASES	\$3,700	\$2,500	CPI	\$2,600	\$2,700	\$2,700	\$2,800	\$2,900	\$3,000	\$3,100	\$3,200	\$3,300
400.533.45.	O&M	100% Water	INSURANCE	\$23,400	\$30,000	CPI	\$30,900	\$31,800	\$32,800	\$33,800	\$34,800	\$35,800	\$36,900	\$38,000	\$39,100
400.533.46.	O&M	100% Water	REPAIR AND MAINTENANCE SERVICES	\$86,300	\$55,000	CPI	\$56,600	\$58,300	\$60,100	\$61,900	\$63,800	\$65,700	\$67,600	\$69,700	\$71,800
400.533.47	O&M	100% Water	PRINTING & BINDING Utility Billing	\$0	\$1,500	CPI	\$1,500	\$1,600	\$1,600	\$1,700	\$1,700	\$1,800	\$1,800	\$1,900	\$2,000
400.533.52	O&M	100% Water	OPERATING SUPPLIES - Other	\$300	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.533.521.	O&M	100% Water	OPERATING SUPPLIES	\$46,800	\$40,000	CPI	\$41,200	\$42,400	\$43,700	\$45,000	\$46,400	\$47,800	\$49,200	\$50,700	\$52,200
400.533.522.	O&M	100% Water	FUEL	\$6,900	\$5,000	CPI	\$5,200	\$5,300	\$5,500	\$5,600	\$5,800	\$6,000	\$6,100	\$6,300	\$6,500
400.533.523.	O&M	100% Water	UNIFORMS	\$700	\$800	CPI	\$800	\$800	\$800	\$800	\$900	\$900	\$900	\$1,000	\$1,000
400.533.54.	O&M	100% Water	Software Maintenance UTIL Billing	\$700	\$6,300	CPI	\$6,500	\$6,700	\$6,900	\$7,100	\$7,300	\$7,500	\$7,700	\$8,000	\$8,200
400.533.55.	O&M	100% Water	TRAINING	\$1,400	\$1,500	CPI	\$1,500	\$1,600	\$1,600	\$1,700	\$1,700	\$1,800	\$1,800	\$1,900	\$2,000
400.533.64.	Capital	100% Water	EQUIPMENT	\$71,400	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.533.631.	Capital	100% Water	In House water projects	\$13,800	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.533.633.	Capital	100% Water	Alternative Water System	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.12	Personnel	100% Wastewater	REGULAR SALARIES AND WAGES	\$14,600	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.14.	Personnel	100% Wastewater	OVERTIME	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.15.	Personnel	100% Wastewater	SPECIAL PAY	\$1,900	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.21.	Personnel	100% Wastewater	FICA TAXES	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.22.	Personnel	100% Wastewater	RETIREMENT CONTRIBUTIONS	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.23.	Personnel	100% Wastewater	LIFE AND HEALTH INSURANCE	\$900	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.31.	Professional Services	100% Wastewater	PROFESSIONAL SERVICES	\$41,500	\$25,000	CPI	\$25,800	\$26,500	\$27,300	\$28,100	\$29,000	\$29,900	\$30,700	\$31,700	\$32,600

Fund Name	Type of Expense	Cost Allocation	Description	Historical 2022	Budget 2023	Escalation Factor	2024	2025	2026	2027	2028	2029	2030	2031	2032
400.535.32.	O&M	100% Water	ACCOUNTING AND AUDITING	\$30	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.40.	O&M	100% Wastewater	TRAVEL AND PER DIEM	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.41.	O&M	100% Wastewater	COMMUNICATION SERVICES	\$1,200	\$1,500	CPI	\$1,500	\$1,600	\$1,600	\$1,700	\$1,700	\$1,800	\$1,800	\$1,900	\$2,000
400.535.43.	O&M	100% Wastewater	UTILITY SERVICES	\$2,100	\$2,000	CPI	\$2,100	\$2,100	\$2,200	\$2,300	\$2,300	\$2,400	\$2,500	\$2,500	\$2,600
400.535.44.	O&M	100% Wastewater	RENTALS AND LEASES	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.45.	O&M	100% Wastewater	INSURANCE	\$0	\$7,000	CPI	\$7,200	\$7,400	\$7,600	\$7,900	\$8,100	\$8,400	\$8,600	\$8,900	\$9,100
400.535.46.	O&M	100% Wastewater	REPAIR AND MAINTENANCE SERVICES	\$8,500	\$7,000	CPI	\$7,200	\$7,400	\$7,600	\$7,900	\$8,100	\$8,400	\$8,600	\$8,900	\$9,100
400.535.52	O&M	100% Wastewater	OPERATING SUPPLIES	\$22,000	\$18,000	CPI	\$18,500	\$19,100	\$19,700	\$20,300	\$20,900	\$21,500	\$22,100	\$22,800	\$23,500
400.535.522.	O&M	100% Wastewater	FUEL	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.522.	O&M	100% Wastewater	UNIFORMS	\$0	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.535.54.	O&M	100% Wastewater	SUBS, PUBS & MEMBERSHIPS	\$200	\$200	CPI	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
400.535.55.	O&M	100% Wastewater	TRAINING	\$100	\$1,000	CPI	\$1,000	\$1,100	\$1,100	\$1,100	\$1,200	\$1,200	\$1,200	\$1,300	\$1,300
400.535.64	O&M	100% Wastewater	MACHINERY & EQUIPMENT	\$6,200	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
400.533.64	O&M	100% Water	MACHINERY & EQUIPMENT	\$71,300	\$0	CPI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total				\$789,700	\$548,600		\$565,100	\$582,000	\$599,500	\$617,500	\$636,000	\$655,100	\$674,700	\$694,900	\$715,800
Drinking Water Total				\$690,330	\$487,000	\$0	\$501,300	\$516,400	\$531,800	\$547,900	\$564,500	\$581,600	\$598,300	\$616,900	\$635,400
Wastewater Total				\$99,200	\$61,700	\$0	\$63,600	\$65,500	\$67,400	\$69,600	\$71,600	\$73,900	\$75,800	\$78,300	\$80,500

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Typical Monthly Bill, Residential Single Family Inside City, 5,000 Gallons

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Drinking Water										
Base Charge	\$23.50	\$25.84	\$27.65	\$29.58	\$31.66	\$33.87	\$36.24	\$38.05	\$39.96	\$41.96
Usage Charge, 5,000 Gallons	\$20.65	\$21.40	\$22.90	\$24.50	\$26.22	\$28.05	\$30.01	\$31.50	\$33.10	\$34.75
Drinking Water Total	\$44.15	\$47.24	\$50.55	\$54.09	\$57.87	\$61.92	\$66.26	\$69.55	\$73.06	\$76.71
Wastewater										
Base Charge	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
Usage Charge, 5,000 Gallons	\$68.05	\$68.05	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Wastewater Total	\$116.05	\$116.05	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00
Combined Bill	\$160.20	\$163.29	\$123.55	\$127.09	\$130.87	\$134.92	\$139.26	\$142.55	\$146.06	\$149.71





## Lake Hamilton

Lake Hamilton FY2023 (new rate structure )

Fiscal Year: 2023

## Rate Schedule

2023		
Drinking Water		
Residential Single Family		
Charges Inside City		
Service Fee	Usage Tiers	Usage Fee
\$19.50	0 to 999 gallons	2.54
\$20.50	1,000 to 1,999 gallons	2.87
\$21.50	2,000 to 2,999 gallons	3.39
\$23.50	3,000 to 3,999 gallons	3.5
\$23.50	4,000 to 4,999 gallons	3.82
\$23.50	5,000 to 9,999 gallons	\$4.13
\$23.50	10,000 to 14,999 gallons	\$4.46
\$23.50	15,000 to 19,999 gallons	\$4.77
\$23.50	20,000 to 24,999 gallons	\$5.09
\$23.50	25,000 to 49,999 gallons	\$5.73
\$23.50	50,000 gallons or more	\$6.36

Drinking Water		
Residential Single Family		
Charges Outside City		
Service Fee	Usage Tiers	Usage Fee
\$24.00	0 to 999 gallons	\$4.12
\$25.00	1,000 to 1,999 gallons	\$4.47
\$26.50	2,000 to 2,999 gallons	\$4.81
\$27.50	3,000 to 3,999 gallons	\$5.16
\$28.50	4,000 to 4,999 gallons	\$5.16
\$28.50	5,000 to 9,999 gallons	\$5.50
\$28.50	10,000 to 14,999 gallons	\$5.58
\$28.50	15,000 to 19,999 gallons	\$6.19
\$28.50	20,000 to 24,999 gallons	\$6.87
\$28.50	25,000 to 49,999 gallons	\$7.56
\$28.50	50,000 gallons or more	\$8.25

2023		
Drinking Water		
Commercial Customers		
Charges Inside & Outside City		
Service Fee	Usage Tiers	Usage Fee
\$24.00	0 to 999 gallons	\$4.12
\$25.00	1,000 to 1,999 gallons	\$4.47
\$26.50	2,000 to 2,999 gallons	\$4.81
\$27.50	3,000 to 3,999 gallons	\$5.16
\$28.50	4,000 to 4,999 gallons	\$5.16
\$28.50	5,000 to 9,999 gallons	\$5.50
\$28.50	10,000 to 14,999 gallons	\$5.58
\$28.50	15,000 to 19,999 gallons	\$6.19
\$28.50	20,000 to 24,999 gallons	\$6.87
\$28.50	25,000 to 49,999 gallons	\$7.56
\$28.50	50,000 gallons or more	\$8.25

Wastewater		
Residential & Commercial Customers		
Charges Inside & Outside City		
Service Fee	Usage Tiers	Usage Fee
\$48.00	0 gallons or more	\$13.61

Wastewater		
Sewer Only Customers		
Charges Inside & Outside City		
Service Fee		
\$48.00		

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
New Rate Schedule

	Fiscal Year								
	2024	2025	2026	2027	2028	2029	2030	2031	2032
Drinking Water									
Residential Single Family									
Base Charges Inside City									
5/8-inch	\$25.84	\$27.65	\$29.58	\$31.66	\$33.87	\$36.24	\$38.05	\$39.96	\$41.96
Base Charges Outside City									
5/8-inch	\$32.30	\$34.56	\$36.98	\$39.57	\$42.34	\$45.31	\$47.57	\$49.95	\$52.45
Usage Charges Inside City									
0 to 5,000 gallons	\$4.28	\$4.58	\$4.90	\$5.24	\$5.61	\$6.00	\$6.30	\$6.62	\$6.95
5,001 to 10,000 gallons	\$4.71	\$5.04	\$5.39	\$5.77	\$6.17	\$6.60	\$6.93	\$7.28	\$7.64
10,001 to 15,000 gallons	\$5.00	\$5.35	\$5.72	\$6.12	\$6.55	\$7.01	\$7.36	\$7.73	\$8.11
15,001 to 20,000 gallons	\$5.30	\$5.67	\$6.06	\$6.49	\$6.94	\$7.43	\$7.80	\$8.19	\$8.60
20,001 to 25,000 gallons	\$5.87	\$6.29	\$6.73	\$7.20	\$7.70	\$8.24	\$8.65	\$9.08	\$9.54
25,001 to 50,000 gallons	\$6.47	\$6.93	\$7.41	\$7.93	\$8.49	\$9.08	\$9.53	\$10.01	\$10.51
50,001 gallons or more	\$7.06	\$7.56	\$8.09	\$8.65	\$9.26	\$9.90	\$10.40	\$10.92	\$11.47
Usage Charges Outside City									
0 to 5,000 gallons	\$5.35	\$5.72	\$6.13	\$6.55	\$7.01	\$7.50	\$7.88	\$8.27	\$8.69
5,001 to 10,000 gallons	\$5.89	\$6.30	\$6.74	\$7.21	\$7.71	\$8.25	\$8.67	\$9.10	\$9.56
10,001 to 15,000 gallons	\$6.25	\$6.69	\$7.15	\$7.66	\$8.19	\$8.76	\$9.20	\$9.66	\$10.15
15,001 to 20,000 gallons	\$6.62	\$7.09	\$7.58	\$8.11	\$8.68	\$9.29	\$9.75	\$10.24	\$10.75
20,001 to 25,000 gallons	\$7.35	\$7.87	\$8.42	\$9.01	\$9.64	\$10.31	\$10.83	\$11.37	\$11.94
25,001 to 50,000 gallons	\$8.09	\$8.66	\$9.26	\$9.91	\$10.60	\$11.35	\$11.91	\$12.51	\$13.13
50,001 gallons or more	\$8.83	\$9.45	\$10.11	\$10.81	\$11.57	\$12.38	\$13.00	\$13.65	\$14.33

	2024	2025	2026	2027	2028	2029	2030	2031	2032
Commercial									
Base Charges Inside City									
5/8-inch	\$32.30	\$34.56	\$36.98	\$39.57	\$42.34	\$45.31	\$47.57	\$49.95	\$52.45
Base Charges Outside City									
5/8-inch	\$40.38	\$43.21	\$46.23	\$49.47	\$52.93	\$56.64	\$59.47	\$62.44	\$65.57
Usage Charges Inside City									
0 to 5,000 gallons	\$5.35	\$5.72	\$6.13	\$6.55	\$7.01	\$7.50	\$7.88	\$8.27	\$8.69
5,001 to 10,000 gallons	\$5.89	\$6.30	\$6.74	\$7.21	\$7.71	\$8.25	\$8.67	\$9.10	\$9.56
10,001 to 15,000 gallons	\$6.25	\$6.69	\$7.15	\$7.66	\$8.19	\$8.76	\$9.20	\$9.66	\$10.15
15,001 to 20,000 gallons	\$6.62	\$7.09	\$7.58	\$8.11	\$8.68	\$9.29	\$9.75	\$10.24	\$10.75
20,001 to 25,000 gallons	\$7.35	\$7.87	\$8.42	\$9.01	\$9.64	\$10.31	\$10.83	\$11.37	\$11.94
25,001 to 50,000 gallons	\$8.09	\$8.66	\$9.26	\$9.91	\$10.60	\$11.35	\$11.91	\$12.51	\$13.13
50,001 gallons or more	\$8.83	\$9.45	\$10.11	\$10.81	\$11.57	\$12.38	\$13.00	\$13.65	\$14.33
Usage Charges Outside City									
0 to 5,000 gallons	\$6.35	\$6.79	\$7.26	\$7.77	\$8.32	\$8.90	\$9.34	\$9.81	\$10.30
5,001 to 10,000 gallons	\$7.35	\$7.87	\$8.42	\$9.01	\$9.64	\$10.31	\$10.83	\$11.37	\$11.94
10,001 to 15,000 gallons	\$7.81	\$8.36	\$8.94	\$9.57	\$10.24	\$10.96	\$11.50	\$12.08	\$12.68
15,001 to 20,000 gallons	\$8.28	\$8.86	\$9.48	\$10.15	\$10.86	\$11.62	\$12.20	\$12.81	\$13.45
20,001 to 25,000 gallons	\$9.19	\$9.83	\$10.52	\$11.26	\$12.05	\$12.89	\$13.54	\$14.21	\$14.92
25,001 to 50,000 gallons	\$10.11	\$10.82	\$11.58	\$12.39	\$13.25	\$14.18	\$14.89	\$15.64	\$16.42
50,001 gallons or more	\$11.03	\$11.80	\$12.63	\$13.51	\$14.46	\$15.47	\$16.25	\$17.06	\$17.91
Irrigation									
Base Charges Inside City									
5/8-inch	\$20.87	\$22.33	\$23.89	\$25.56	\$27.35	\$29.26	\$30.73	\$32.26	\$33.88
Usage Charges Inside City									
0 to 5,000 gallons	\$3.45	\$3.69	\$3.94	\$4.22	\$4.52	\$4.83	\$5.07	\$5.33	\$5.59
5,001 to 10,000 gallons	\$4.42	\$4.73	\$5.06	\$5.41	\$5.79	\$6.20	\$6.51	\$6.83	\$7.17
10,001 to 15,000 gallons	\$4.77	\$5.11	\$5.46	\$5.85	\$6.26	\$6.69	\$7.03	\$7.38	\$7.75
15,001 to 20,000 gallons	\$5.10	\$5.46	\$5.84	\$6.25	\$6.69	\$7.16	\$7.52	\$7.89	\$8.29
20,001 to 25,000 gallons	\$5.45	\$5.83	\$6.24	\$6.67	\$7.14	\$7.64	\$8.02	\$8.42	\$8.84
25,001 to 50,000 gallons	\$6.13	\$6.56	\$7.02	\$7.51	\$8.04	\$8.60	\$9.03	\$9.48	\$9.95
50,001 gallons or more	\$6.81	\$7.28	\$7.79	\$8.34	\$8.92	\$9.54	\$10.02	\$10.52	\$11.05

	2024	2025	2026	2027	2028	2029	2030	2031	2032
<b>Wastewater</b>									
<b>Residential Single Family</b>									
Base Charges Inside City									
5/8-inch	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
Usage Charges Inside City									
0 gallons or more	\$13.61								
0 to 5,000 gallons		\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
5,001 to 10,000 gallons		\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75	\$5.75
10,001 to 15,000 gallons		\$6.61	\$6.61	\$6.61	\$6.61	\$6.61	\$6.61	\$6.61	\$6.61
15,001 to 25,000 gallons		\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60	\$7.60
25,001 to 50,000 gallons		\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75
50,001 gallons or more		\$10.06	\$10.06	\$10.06	\$10.06	\$10.06	\$10.06	\$10.06	\$10.06
<b>Commercial</b>									
Base Charges Inside City									
5/8-inch	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
Usage Charges Inside City									
0 gallons or more	\$13.61								
0 to 5,000 gallons		\$6.26	\$6.26	\$6.26	\$6.26	\$6.26	\$6.26	\$6.26	\$6.26
5,001 to 10,000 gallons		\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19
10,001 to 15,000 gallons		\$8.26	\$8.26	\$8.26	\$8.26	\$8.26	\$8.26	\$8.26	\$8.26
15,001 to 25,000 gallons		\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
25,001 to 50,000 gallons		\$10.94	\$10.94	\$10.94	\$10.94	\$10.94	\$10.94	\$10.94	\$10.94
50,001 gallons or more		\$12.56	\$12.56	\$12.56	\$12.56	\$12.56	\$12.56	\$12.56	\$12.56
<b>Sewer Only</b>									
Base Charges Inside City									
5/8-inch	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00

Lake Hamilton  
Lake Hamilton FY2023 (new rate structure )  
Fiscal Year: 2023  
Rate Revenue, Proposed Rates for Fiscal Year 2024

The Revenues on this screen show what to expect if New Rate Structure is implemented for DW and no growth after the 94 new Wastewater Customers come online after Oct. 1 2023. Without the anticipated 844 customers for Water, Sewer and Irrigation coming online by FY24-25, system will have to reevaluate this rate study as DW will require a more significate rate increase.

Base Charge Revenues	Meter Sizes	Base Charge	Number of Connections	Annual Revenue
Drinking Water				
Residential Single Family				
Base Charges Inside City				
	5/8-inch	\$25.84	619.00	\$191,943.23
Base Charges Outside City				
	5/8-inch	\$32.30	145.00	\$56,207.74
Commercial				
Base Charges Inside City				
	5/8-inch	\$32.30	123.00	\$47,679.67
Base Charges Outside City				
	5/8-inch	\$40.38	2.00	\$969.16
Irrigation				
Base Charges Inside City				
	5/8-inch	\$20.87	0.00	\$0.00
Subtotal				\$296,799.81
Wastewater				
Residential Single Family				
Base Charges Inside City				
	5/8-inch	\$48.00	95.00	\$54,720.00
Commercial				
Base Charges Inside City				
	5/8-inch	\$48.00	24.00	\$13,824.00
Sewer Only				
Base Charges Inside City				
	5/8-inch	\$48.00	7.00	\$4,032.00
Subtotal				\$72,576.00
Total				\$369,375.81

Usage Charge Revenues	Gallon Range	Rate per Thousand Gallons	Monthly Water Sold (kgal)	Annual Revenue
<b>Drinking Water</b>				
<b>Residential Single Family</b>				
Usage Charges Inside City				
Block 1	0 to 5,000 gallons	\$4.28	1,736.44	\$89,183.31
Block 2	5,001 to 10,000 gallons	\$4.71	913.10	\$51,586.43
Block 3	10,001 to 15,000 gallons	\$5.00	253.81	\$15,219.19
Block 4	15,001 to 20,000 gallons	\$5.30	117.62	\$7,475.66
Block 5	20,001 to 25,000 gallons	\$5.87	43.33	\$3,054.65
Block 6	25,001 to 50,000 gallons	\$6.47	30.95	\$2,404.45
Block 7	50,001 gallons or more	\$7.06	0.00	\$0.00
Usage Charges Outside City				
Block 1	0 to 5,000 gallons	\$5.35	375.42	\$24,102.07
Block 2	5,001 to 10,000 gallons	\$5.89	306.47	\$21,642.68
Block 3	10,001 to 15,000 gallons	\$6.25	61.29	\$4,596.12
Block 4	15,001 to 20,000 gallons	\$6.62	7.66	\$608.95
Block 5	20,001 to 25,000 gallons	\$7.35	7.66	\$675.84
Block 6	25,001 to 50,000 gallons	\$8.09	7.66	\$743.72
Block 7	50,001 gallons or more	\$8.83	0.00	\$0.00
<b>Commercial</b>				
Usage Charges Inside City				
Block 1	0 to 5,000 gallons	\$5.35	635.18	\$40,778.34
Block 2	5,001 to 10,000 gallons	\$5.89	177.48	\$12,533.34
Block 3	10,001 to 15,000 gallons	\$6.25	37.36	\$2,801.71
Block 4	15,001 to 20,000 gallons	\$6.62	18.68	\$1,484.81
Block 5	20,001 to 25,000 gallons	\$7.35	18.68	\$1,647.92
Block 6	25,001 to 50,000 gallons	\$8.09	28.02	\$2,720.16
Block 7	50,001 gallons or more	\$8.83	18.68	\$1,978.95
Usage Charges Outside City				
Block 1	0 to 5,000 gallons	\$6.35	2.50	\$190.35
Block 2	5,001 to 10,000 gallons	\$7.35	2.50	\$220.53
Block 3	10,001 to 15,000 gallons	\$7.81	0.00	\$0.00
Block 4	15,001 to 20,000 gallons	\$8.28	0.00	\$0.00
Block 5	20,001 to 25,000 gallons	\$9.19	0.00	\$0.00
Block 6	25,001 to 50,000 gallons	\$10.11	0.00	\$0.00
Block 7	50,001 gallons or more	\$11.03	0.00	\$0.00

Usage Charge Revenues	Gallon Range	Rate per Thousand Gallons	Monthly Water Sold (kgal)	Annual Revenue
<b>Irrigation</b>				
Usage Charges Inside City				
Block 1	0 to 5,000 gallons	\$3.45	0.00	\$0.00
Block 2	5,001 to 10,000 gallons	\$4.42	0.00	\$0.00
Block 3	10,001 to 15,000 gallons	\$4.77	0.00	\$0.00
Block 4	15,001 to 20,000 gallons	\$5.10	0.00	\$0.00
Block 5	20,001 to 25,000 gallons	\$5.45	0.00	\$0.00
Block 6	25,001 to 50,000 gallons	\$6.13	0.00	\$0.00
Block 7	50,001 gallons or more	\$6.81	0.00	\$0.00
Subtotal				\$285,649.18
<b>Wastewater</b>				
<b>Residential Single Family</b>				
Usage Charges Inside City				
Block 1	0 gallons or more	\$13.61	3.00	\$489.96
			0.00	\$0.00
			0.00	\$0.00
			0.00	\$0.00
			0.00	\$0.00
			0.00	\$0.00
Usage Charges Outside City				
<b>Commercial</b>				
Usage Charges Inside City				
Block 1	0 gallons or more	\$13.61	174.00	\$28,417.68
Subtotal				\$28,907.64
<b>Total</b>				<b>\$314,556.82</b>

Combined Revenues				Annual Revenue
Drinking Water				
Base Charge Revenue				\$296,799.81
Usage Charge Revenue				\$285,649.18
Other Revenue				\$47,600.00
Subtotal				\$630,048.99
Wastewater				
Base Charge Revenue				\$72,576.00
Usage Charge Revenue				\$28,907.64
Other Revenue				\$45,000.00
Subtotal				\$146,483.64
Total				\$776,532.63



**TOWN OF LAKE HAMILTON FACT SHEET  
TOWN COUNCIL**

---

**DATE:** August 1, 2023

**TO:** Mike Kehoe, Mayor

**VIA:** Steven Hunnicutt, Town Administrator  
Heather Christman, Town Attorney  
Brittney Sandoval Soto, Town Clerk

**FROM:** Chris Kirby, Town Planner

---

**SUBJECT:** Ordinance 0-23-07 – Church Street Minor Subdivision. 1<sup>st</sup> Reading

**BACKGROUND:** Ordinance 0-23-07 Church Street Minor Subdivision is a rezoning of a (1) acre parcel from R1 residential to R3 residential .

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** Staff has reviewed and subsequently recommend approving Ordinance 0-23-07 for the Church Street minor subdivision rezoning

**ATTACHMENTS:**

- a) Public Notice
- b) Ordinance 0-23-08 with Exhibit A

## **ORDINANCE O-23-07**

**AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, REZONING (1) ACRE PARCEL OF LAND LOCATED ON THE WEST SIDE OF THE 200 BLOCK OF CHURCH STREET 500 FEET NORTH OF LAKE HATCHINEHA ROAD FROM R1 RESIDENTIAL TO R3 RESIDENTIAL REZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, there has been a request for approval of a rezoning of the property described below; and

**WHEREAS**, the change will be a benefit to the community and the Town as a whole; and

**WHEREAS**, the zoning change requested by the applicant is consistent with the Current Land Use Element of the Lake Hamilton Comprehensive Plan.

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

### **SECTION 1.**

Said property is rezoned from R1 residential to R3 residential and the regulations of that District contained in the Land Development Codes shall govern further public review and development of the property within this District.

### **SECTION 2. CONFLICTS.**

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

### **SECTION 3. SEVERABILITY.**

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

### **SECTION 4. EFFECTIVE DATE.**

This ordinance shall take effect immediately on adoption of 2<sup>nd</sup> reading.

**INTRODUCED AND PASSED** on first reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 1<sup>ST</sup> day of August 2023.

**PASSED AND ADOPTED** on second reading by the Town Council of the Town of Lake

Hamilton, Florida, meeting in regular session this \_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF LAKE HAMILTON, FLORIDA**

\_\_\_\_\_  
MICHAEL KEHOE, MAYOR

ATTEST:

\_\_\_\_\_  
BRITTNEY SANDOVAL SOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
HEATHER CHRISTMAN, TOWN ATTORNEY

Record of Vote	Yes	No
<b>Roberson</b>		
<b>Tomlinson</b>		
<b>Slavens</b>		
<b>Wagner</b>		
<b>Kehoe</b>		

**EXHIBIT "A"**



**TOWN OF LAKE HAMILTON FACT SHEET  
TOWN COUNCIL**

---

**DATE:** August 1, 2023

**TO:** Mike Kehoe, Mayor

**VIA:** Steven Hunnicutt, Town Administrator

Heather Christman, Town Attorney

Brittney Sandoval Soto, Town Clerk

**FROM:** Chris Kirby, Town Planner

**SUBJECT:** Ordinance 0-23-08 – Lake Hatchineha Road. Annexation – 19.68 Acres.

---

**1<sup>st</sup> Reading**

**BACKGROUND:** Cassidy Land Development petitioned annexation into the corporate city limits of Lake Hamilton. “Exhibit B” to the ordinance shows the property’s location. It is contiguous to the Town Limits along its southern and eastern boundary.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION:** Staff has reviewed and subsequently recommends that the parcel be annexed into the city limits of Lake Hamilton. After annexation, the property will need to be added to the Future Land Use and Zoning Map through the amendment process by Ordinance.

**ATTACHMENTS:**

- a) Public Notice
- b) Ordinance 0-23-08 with Exhibits A and B

**ORDINANCE O-23-08**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA EXTENDING THE CORPORATE LIMITS OF THE TOWN SO AS TO INCLUDE ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF LAKE HAMILTON, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. THE PROPERTY LOCATION IS 662 FEET EAST OF DETOUR ROAD ON THE SOUTH SIDE OF LAKE HATCHINEHA ROAD CONTAINING 19.63 ACRES.**

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

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

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

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

1. That the Town Council of the Town of Lake Hamilton does hereby annex into the corporate limits of the Town of Lake Hamilton, Florida, one parcel owned by Cassidy Land Development and consisting of a total of 19.63 acres, described as follows:

**Parcel Number: 272822-000000-033010:**

Section 22, Township 28 South, Range 27 East, Polk County, Florida.

2. The town boundaries of the Town of Lake Hamilton are hereby redefined to include the parcels of land described above and in accordance with Exhibit "A" hereto attached.

**SECTION 2. CODIFICATION.**

The provisions of this Ordinance shall not be codified, but the Annexed Property shall be incorporated and included in all appropriate maps of the Town Limits of the Town of Lake Hamilton, Florida, by the Town Administrator, and the Town Administrator is hereby directed to take any and all appropriate actions relative to land use planning pertaining to the Annexed Property pursuant to this Ordinance.

### **SECTION 3. CONFLICTS.**

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

### **SECTION 4. SEVERABILITY.**

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

### **SECTION 5. EFFECTIVE DATE.**

This ordinance shall take effect as provided by state law within (10) days of adoption.

**INTRODUCED AND PASSED** on first reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 1<sup>ST</sup> day of August 2023.

**PASSED AND ADOPTED** on second reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this \_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF LAKE HAMILTON, FLORIDA**

\_\_\_\_\_  
MICHAEL KEHOE, MAYOR

ATTEST:

\_\_\_\_\_  
BRITTNEY SANDOVAL SOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
HEATHER CHRISTMAN, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Tomlinson		
Slavens		
Wagner		
Kehoe		



**EXHIBIT "A"**  
**POLK COUNTY, FLORIDA**  
**LEGAL DESCRIPTION**

**METES AND BOUNDS LEGAL DESCRIPTION**

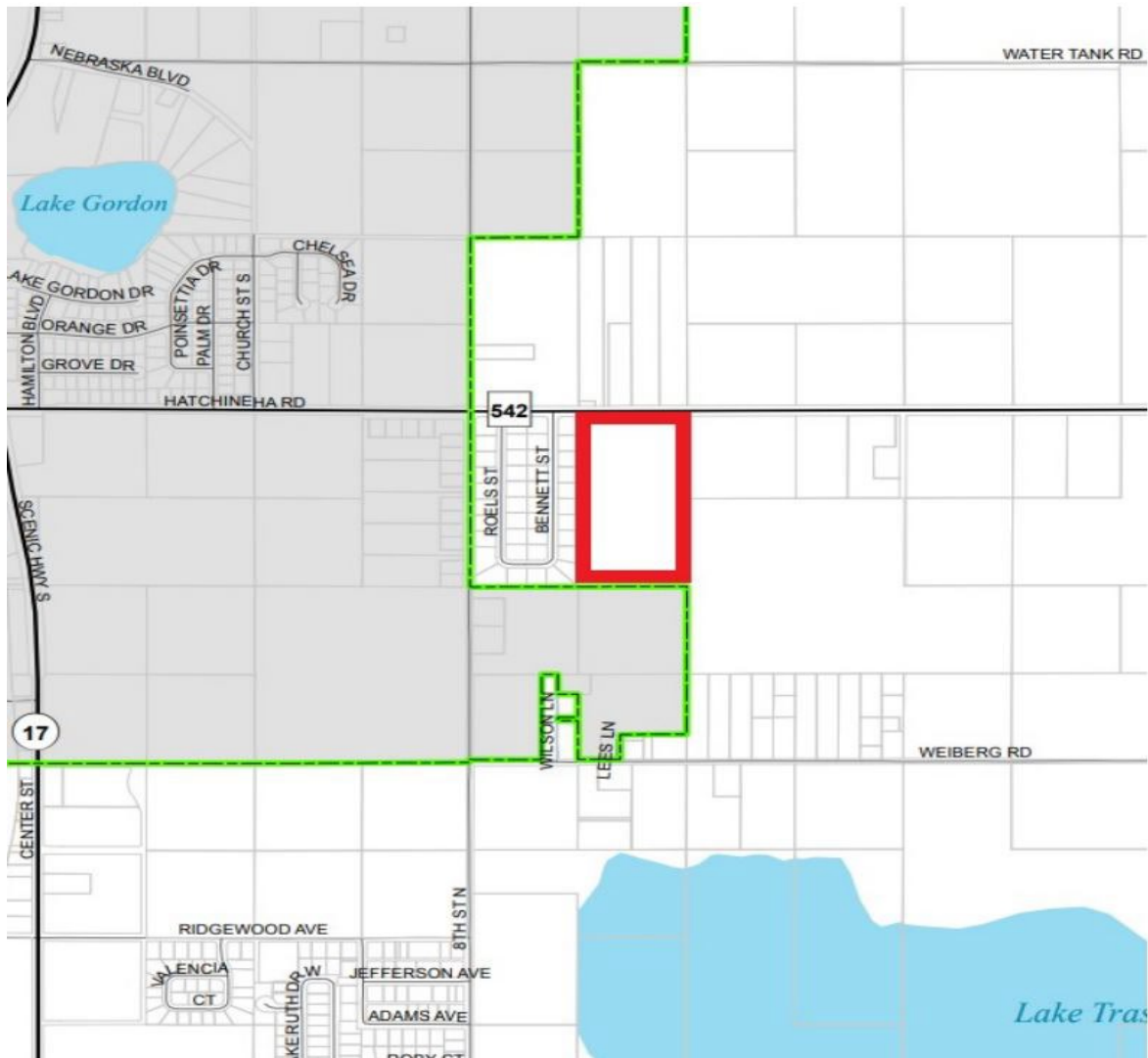
**Parcel ID: 272822-000000-033010**  
**Address: 0 Lake Hatchineha Road.**  
**Lake Hamilton, FL 33851**

**Legal Descriptions**

***Parcel ID 27-28-22-000000-033010***

***At the Northwest Corner of said Section 22, run thence along the North boundary thereof, N.89°22'14"E., a distance of 662.29 feet; thence departing said North boundary, S. 00°39'24'E., a distance of 39.71 feet to the Northeast corner of CLASCO RIDGE ESTATES, according to the plat thereof, as recorded in Plat Book 83, Page 17, of the Public Records of said County.***

**EXHIBIT "B"**  
**Location Map**



**TOWN OF LAKE HAMILTON FACT SHEET  
TOWN COUNCIL**

---

**DATE:** July 19, 2023

**TO:** Mayor and Town Council

**VIA:** Brittney Sandoval Soto Town Clerk, Angela Pettus Finance

**FROM:** Steven Hunnicutt Town Administrator

**SUBJECT:** Asset Status Change 2008 Ford Pick Up

---

**BACKGROUND:** It was brought to the Town Administrator's attention during our inventory, that vehicle #13 was at S&S Towing, due to a blown motor.

The vehicle has over 140,000 miles, and will need a replacement for Streets and Roads Department.

S&S Towing is offering \$600.00 for the vehicle as salvage, the funds will go back into the CIP Vehicle Replacement Program.

**FINANCIAL IMPACT:** NONE

**RECOMMENDATION:** Staff recommends selling the 2008 Ford Pick Up as salvage to S&S Towing for \$600.00.

**ATTACHMENTS:** Asset Status Change

## Asset Status Change

(Current or new owner department initiates form; check below which change applies; complete respective section in detail; forward to Finance.)

Submitted By: <u>Steven Hunnicutt</u>		Date: <u>7/19/2023</u>		
Owner Department: <u>Town of Lake Hamilton</u>		Cost Center: <u>Streets/Roads</u>		
Asset Description: <u>2008 Ford Pick up</u>		Asset #: <u>13</u>		
		Serial #: <u>1FTRX14W48FA21515</u>		
Department Director Approving Status Change: <u>Steven Hunnicutt</u> Date: <u>7/19/2023</u>				
			<b>Clearing Agent Approval (Initial/Date)*</b>	
	<b>Stolen Asset</b>	Date Theft Discovered: _____		
		Police Report Filed: <input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Report)		
	<b>Transfer</b>	<b>From</b>	<b>To</b>	<b>Date</b>
		Owner Department:	Other Department: _____	
			Cost Center: _____	
			Acceptance: _____	
			(Receiver Signature)	
		<b>Owner Department</b>	<input type="checkbox"/> <b>Surplus</b>	
Surplus	Other Department: _____			
	Cost Center: _____			
	Acceptance: _____			
	(Receiver Signature)			
	<b>Trade - In</b>	Vendor Name: _____		
		Amount Allowed: _____		
		New Asset Purchased: _____		
	<b>Disposal</b>	<b>(Post 30-Day Surplus Process)</b>		
		<b>Cleared By</b>	<b>Method</b>	<b>Date</b>
		<input type="checkbox"/> Fleet Maintenance	<input type="checkbox"/> Sold at Auction	
		<input type="checkbox"/> Procurement Services	<input checked="" type="checkbox"/> Other (Describe Below):	<u>7/19/2023</u>
		<input type="checkbox"/> Technology Services	Blown Engine	

\*For Finance, Fleet Maintenance, Procurement Services and Technology Services use only.\*

**TOWN OF LAKE HAMILTON FACT SHEET  
TOWN COUNCIL**

---

**DATE:** July 21, 2023

**TO:** Mayor and Town Council

**VIA:** Angela Pettus Finance

**FROM:** Steven Hunnicutt Town Administrator

**SUBJECT:** Purchase 2020 3500 HD Chevrolet HD Flat Bed

---

**BACKGROUND:** Utilities is in need of a flat bed vehicle, to be able to load pallets, and pipe. A vehicle was found with 41,000 miles for a price of \$30,000. The Kelly Blue book has a trade in value of \$38,594.

Researching similar vehicles with higher mileage have a price ranging of \$41,995. The cost of a new truck is in the \$65 to \$70,000 price range.

**FINANCIAL IMPACT:** \$30,000 (Funds are available in the ARPA Fund)

**RECOMMENDATION:** Staff recommends the purchasing of the 2020 Chevrolet Silverado HD Truck.

**ATTACHMENTS:** Picture of truck, and comparison of like trucks.



2020 - 3500 HD Chevy  
\$ ~~38,500~~  
30K



## 2020 Chevrolet Silverado 3500 HD Regular Cab Pricing Report

Style: Work Truck Pickup 2D 8 ft

Mileage: 47,000

KBB.com Consumer Rating: 4.6/5

### Trade in to a Dealer

Trade-in Range  
**\$36,751 - \$40,436**

Trade-in Value  
**\$38,594**



Valid for ZIP code 33844 through 07/19/2023

## Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

### Exterior Color

✓ White

### Engine

V8, 6.6 Liter

### Transmission

Automatic, 6-Spd HD  
w/Overdrive

### Drivetrain

4WD

### Braking and Traction

ABS (4-Wheel)

Hill Start Assist Control

StabiliTrak

Traction Control

### Comfort and Convenience

Air Conditioning

### Wheels and Tires

Steel Wheels

Dual Rear Wheels

### Safety and Security

Backup Camera

Dual Air Bags

Head Curtain Air Bags

Side Air Bags

### Entertainment and Instrumentation

Bluetooth Wireless

Chevrolet 3

AM/FM Stereo

### Lighting

Daytime Running Lights

### Steering

Power Steering

Tilt Wheel

### Cargo and Towing

Towing Pkg



[Back to Results](#)[Previous](#) [Next](#)

Reduced Price

## Used 2014 Ford F550 4x4 Regular Cab Super Duty

Share

Save



- 116,800 miles
- 6.7L 8-Cylinder Turbo Diesel Engine
- Information Unavailable
- White Exterior
- Steel Interior
- 6-Speed Automatic Transmission
- 4 wheel drive

My Wallet



CREDIT &amp; TERM

Very Good(700 - 739)



## MONTHLY BUDGET

Set a Budget

[View All Media](#)

## DOWN PAYMENT

20%

## TRADE-IN



## TRADE-IN

Add a vehicle

- [Finance](#)
- [Cash](#)

## Build Your Offer

Listing Price \$41,147

Est. Trade-In Value

Get your Kelley Blue Book Value 

\$0

Amount Owed on Trade

\$0

Down Payment

\$8,229

Taxes &amp; Fees

Not Available

Amount Financed \$32,918

Credit Rating

Very Good (700-739) ▼

Term

60 mo. ▼

Estimated Payment

Confirm financing options with dealer.

670/mo.\*

National Average Rate 8.17% APR for 60 mo.

Explore Financing

[Send Offer](#)

\*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

[Get insurance quotes for this vehicle from Insurify.com](#)[Get a Quote](#)[×Close alert](#) Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

Build Your Offer

Listing Price \$41,147

Est. Trade-In Value

Get your Kelley Blue Book Value 

\$0

Amount Owed on Trade

[Back to Results](#)[Previous](#) [Next](#)

## Used 2017 Ford F350 XLT

Share  
Save



- 73,057 miles
- 6.2L 8-Cylinder Flexible Fuel Engine
- Information Unavailable
- Shadow Black Exterior
- Medium Earth Gray Interior
- 6-Speed Automatic Transmission
- 2 wheel drive - rear
- 8'2" Bed Length (Long)



Video (1)



My Wallet   
CREDIT & TERM

Very Good(700 - 739)

MONTHLY BUDGET

[View All Media](#)

Set a Budget

DOWN PAYMENT

20%

TRADE-IN



TRADE-IN

Add a vehicle

- [Finance](#)
- [Cash](#)

Build Your Offer

Listing Price

41,995

Est. Trade-In Value

Get your Kelley Blue Book Value

\$0

Amount Owed on Trade

\$0

Down Payment

\$0

Taxes &amp; Fees

Not Available

Amount Financed\$41,995

Credit Rating

Good (670-699) ▼

Term

60 mo. ▼

Estimated Payment

885/mo.\*

National Average Rate9.69% APR for 60 mo.

Get Pre-Qualified

[Send Offer](#)[Continue Online](#)

\*Est. payment based on vehicle price (excluding taxes and fees) and associated lender rates for qualified buyers, term length and any associated trade-in equity or down payment from buyer. Contingent upon seller's acceptance of these terms. Terms may vary.

[Get insurance quotes for this vehicle from Insurify.com](#)[Get a Quote](#)[×Close alert](#) Whoops! We experienced an issue getting a quote for this vehicle. Please try again.

Build Your Offer

Listing Price

41,995

**TOWN OF LAKE HAMILTON FACT SHEET  
TOWN COUNCIL**

---

**DATE:** July 20, 2023

**TO:** Mayor and Town Council

**VIA:** Angela Pettus Finance

**FROM:** Steven Hunnicutt Town Administrator

**SUBJECT:** Service Agreement for Professional IT Services

---

**BACKGROUND:** The Town of Lake Hamilton is experiencing growth. Some of internal issues that have been brought up in Staff Meetings is our IT issues. We have (3) systems in Town Hall that are old, and operate as more of a home base system, then what is needed to not only meet staff needs, but in order to meet our residents needs for now, and in the future.

We have reached out to IT Dynamics, that can meet the Town's needs.

The cost for this service is outlined in the agreement, and it will be spread out through the GL accounts per each department for usage. A shared cost distribution.

**FINANCIAL IMPACT:** Initial cost of \$2640, and \$1320 per month, for 12 months.

**RECOMMENDATION:** Staff recommends we move forward with the Service Agreement with IT Dynamics.

**ATTACHMENTS:** Service Offering Agreement

## SERVICE OFFERING AGREEMENT

I.T. DYNAMIC, LLC, and City of Lake Hamilton  
(CUSTOMER), hereby enter into this Service Offering Agreement this 17th day of  
July, 2023.

WHEREAS, I.T. DYNAMIC, LLC. is in the business of providing outsourced information technology management which includes but is not limited to, the discipline whereby all of the technology resources of a firm are managed in accordance with its needs and priorities. These resources include tangible investments like computer hardware, software, data, networks and data center facilities, as well as the staff who are hired to maintain them, basic management functions, like budgeting, staffing, organizing and controlling, along with other aspects that are unique to technology, like change management, software design, network planning and implementation and technical support.

WHEREAS, CUSTOMER, is desirous of contracting with I.T. DYNAMIC, LLC to provide information technology management.

WHEREAS both parties desire to set forth herein the terms and conditions that shall govern this agreement.

The terms and conditions are as follows:

1. This Service Offering Agreement shall start on August 1st 2023 and continue for 12 months.
2. CUSTOMER agrees to pay I.T. DYNAMIC, LLC \$ 1320.00 per month during the term of this Service Offering Agreement. CUSTOMER shall pay a first and last month non-refundable payment totaling \$ 2640.00 prior to I.T. DYNAMIC, LLC start date. All future monthly payments shall be made in advance and due on the Last day of each month during the term period.
3. This is a (x) full fixed fee, ( ) partial fixed fee or ( ) basic agreement. The services provided under the full fixed fee, partial fixed fee or basic agreement are set forth on attachment "A" made a part hereof.
4. I.T. DYNAMIC, LLC does not cover the following services under the monthly contract price:
  - a. Any new technology added to existing infrastructure "proactively".
  - b. Physical moves/changes of the (i) main network infrastructure (ii) server moves or (iii) workstation moves of twenty (20%) percent or more per thirty (30) day period.
  - c. Remote backups.
  - d. Hardware costs.
  - e. Line of Business Application major upgrades



5. I.T. DYNAMIC, LLC will be the liaison for your third party Line of Business software. CUSTOMER must maintain software support contract with the software vendor.

6. This Service Offering Agreement may be cancelled by CUSTOMER without penalty within the first sixty (60) days by giving I.T. DYNAMIC, LLC a thirty (30) day written notice of cancellation. After sixty (60) days CUSTOMER may cancel this Service Offering Agreement by giving I.T. DYNAMIC LLC a thirty (30) day written notice of cancellation and payment of a cancellation fee equal to one monthly payment. Notice shall be mailed to the following addresses: I.T. DYNAMIC, LLC, Post Office Box 7071, Lakeland, FL 33807.

7. CUSTOMER currently has 1 servers and 10 workstations. If CUSTOMER adds additional servers, and/or workstations then monthly fee will be increased in accordance with the rate changes/increase as shown on attachment "A". CUSTOMER to promptly notify I.T. DYNAMIC, LLC of any number increases and/or decreases in these items.

8. In no event shall I.T. DYNAMIC, LLC be liable to the Client or any other party for any special, exemplary, incidental or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise.

9. Normal business hours are 8 a.m. to 5 p.m. Monday through Friday, except for those weekdays where a major holiday such as Christmas, New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day and Thanksgiving occurs. CUSTOMERS under partial fixed fee agreement will be billed at one and one-half (1 ½) times contract hourly rate for all time after normal business hours and all holidays. CUSTOMERS under full fixed fee agreement will be billed at one and one-half (1 ½) times contract hourly rate for holidays mentioned above, plus Easter.

10. CUSTOMER agrees not to hire or attempt to hire any individual employees of I.T. DYNAMIC, LLC.

11. I.T. DYNAMIC, LLC agrees not to disclose to any third party any information received or obtained while providing services to CUSTOMER.

12. Any hardware as a service (HaaS) provided by I.T. DYNAMIC, LLC is the sole property of I.T. DYNAMIC, LLC.

I.T. DYNAMIC, LLC

CUSTOMER

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## Service Offering: Attachment A

1. The following delivery areas are covered under the Full Fixed Fee offering:
  - a. Centralized Services
  - b. Remote Support
  - c. Proactive Network Administration
  - d. Technology Consulting (vCIO)
  - e. Line of Business Application Support\*
  - f. Reactive Onsite Support\*\*
  - g. After Hours Support\*\*
2. Full Fixed offering pricing is as follows:
  - a. Per Server: \$ 120.00
  - b. Per Workstation: \$ 120.00
  - c. Contract Hourly Rate \$120/Hour
  - d. Holiday Rate \$180.00/Hour (Calculated 1.5x Contract Rate)
3. Hardware as a Service (HaaS) Provided with all offering levels\*\*\*
  - a. NAS Storage Appliance (for local server backups)
  - b. Sophos UTM w/ Network and/or Wireless Security Subscriptions

\* Requires Software Vendor Support    \*\* Excludes Holidays (See Holiday Rates under Offering Prices)

\*\*\*HaaS Provided is the Sole Property of I.T. Dynamic LLC.



**TOWN OF LAKE HAMILTON FACT SHEET  
TOWN COUNCIL**

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**DATE:** July 26, 2023

**TO:** Mayor and Town Council

**VIA:** Heather Christman Town Attorney,

**FROM:** Steven Hunnicutt Town Administrator

**SUBJECT:** Service Agreement Lakeland Area Mass Transit District

---

**BACKGROUND:** The Town of Lake Hamilton entered into a (2) two year agreement commencing on October 1, 2022 through September 30, 2024.

The first year was \$10,000.00, and the second year will be \$20,358.90.

After reviewing the agreement, and understanding the financial health of the Town, a Zoom meeting was held with Supervision at the Lakeland Area Mass Transit District, and it was agreed to Amend our service agreement for our fair share.

So the Addendum Section 6, changes our second payment from the \$20,358.90 to the new fee of \$10,175.85.

The Service Agreement will be revisited in September 2024.

**FINANCIAL IMPACT:** \$10,175.85

**RECOMMENDATION:** Staff recommends the approval of the First Addendum to the Service Agreement for the new fee of \$10,175.85.

**ATTACHMENTS:** Service Agreement and Addendum for Lakeland Area Mass Transit.

**Service Agreement -  
Town of Lake Hamilton and  
Lakeland Area Mass Transit District**

This Service Agreement (hereinafter the “Agreement”) is entered into as of the 1<sup>st</sup> day of October, 2022 (hereinafter the “Effective Date”), by and between the Town of Lake Hamilton, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Lake Hamilton”), and the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the “District”).

WHEREAS, Lake Hamilton is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Lake Hamilton is vested with governmental, corporate and proprietary powers to enable it to conduct and perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, the parties acknowledge, represent and agree that Lake Hamilton and District are not partners or joint venturers; and

WHEREAS, Lake Hamilton has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Lake Hamilton; and

WHEREAS, Lake Hamilton and District represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and Lake Hamilton and District acknowledge the sufficiency of the consideration received; and

WHEREAS, the Town Commission of the Town of Lake Hamilton finds this Agreement between Lake Hamilton and District to be in the best interests of the public

health, safety, and general welfare of the citizens and residents of the Town of Lake Hamilton.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by the parties as true and correct statements which form a factual and material basis for entry into this Agreement between Lake Hamilton and District.

2. The term of this Agreement shall be for a period of two (2) years commencing on October 1, 2022, through and including September 30, 2024.

3. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Lake Hamilton may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph ten (10) of this Agreement. Either party may terminate this Agreement based on the other party's breach, by giving the breaching party written notice of the breach in accordance with paragraph ten (10) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

4. No later than six (6) months before the end of the term of this Agreement, the District and Lake Hamilton shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuation of the service.

5. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. Bus service will not be provided on holidays on which the District does not operate and on any other days on which the District does not operate.

6. The fee to be charged by the District for the transit service for the first year of the Agreement will be \$10,000.00. The fee to be charged by the District for the transit service for the second year of the Agreement will be \$20,358.90. Lake Hamilton shall

remit payment within thirty (30) business days from receipt of invoice.

7. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof, will be as directed by the District.

8. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk; provided, however, that by entering into this Agreement, Lake Hamilton is not agreeing to be bound by or in any manner obligated by any of the District's rights, duties and obligations under such interlocal or other agreements referred to herein to which the District may be a party. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

LAKE HAMILTON: Town of Lake Hamilton

ATTN: Town Manager

P.O. Box 126

Lake Hamilton, FL 33851

DISTRICT:

Lakeland Area Mass Transit District

ATTN: Executive Director  
1212 George Jenkins Boulevard  
Lakeland, FL 33815

11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement, including but not limited to the governing bodies of both the District and Lake Hamilton. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

13. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of Lake Hamilton. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of its employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Lake Hamilton.

14. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall

be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and appeals), incurred in that action or proceedings, in addition to any other relief to which such party may be entitled.

15. Nothing contained herein shall operate or be construed as a waiver of the District's or Lake Hamilton's limits of liability as set forth in Section 768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District or Lake Hamilton by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any party to this Agreement.

16. This Agreement shall be subject to Chapter 119 of the Florida Statutes, Florida's Public Records Law.

17. Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein. The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

18. The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such time period is not contingent on an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires or falls on a Saturday, Sunday or recognized holiday, said expiration or deadline shall be automatically tolled until 5:00 p.m. on the next

available business day on which the District and Lake Hamilton are open for business to the public.

19. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

**LIMITATION OF LIABILITY**

**IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO LAKE HAMILTON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**IN NO EVENT, SHALL LAKE HAMILTON BE LIABLE TO DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY LAKE HAMILTON WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year set forth above.

TOWN OF LAKE HAMILTON

ATTEST:

  
Town Clerk

BY: 

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LAKELAND AREA MASS  
TRANSIT DISTRICT

ATTEST: \_\_\_\_\_  
Administrative Assistant

B \_\_\_\_\_  
Chair



**TOWN OF LAKE HAMILTON FACT SHEET  
TOWN COUNCIL**

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**DATE:** July 27, 2023

**TO:** Mayor and Town Council

**VIA:** Heather Christman Town Attorney,

**FROM:** Chris Kirby Town Planner

**SUBJECT:** Resolution R-2023-14

---

**BACKGROUND:** The Town of Lake Hamilton has reviewed its Development Service Fees. This resolution will allow the Town to update its fee schedules and defray the cost of expenses incurred in providing such services.

**FINANCIAL IMPACT:** None

**RECOMMENDATION:** Staff recommends the approval of Resolution R-2023-14

**ATTACHMENTS:** Resolution R-2023-14 and copy of the Development Review Fee Schedules.

## **RESOLUTION 2023-14**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE FEE SCHEDULE FOR ALL DEVELOPMENT SERVICES AND OTHER SUCH MATTERS REQUIRING ACTION BY THE TOWN STAFF; PROVIDING FOR A REPEAL OF ALL INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Hamilton, Florida, provides staff review and analysis of various development matters in accordance with the Town's Code of Ordinances; and

**WHEREAS**, it is appropriate for the Town to update and increase the fee schedule and charge applicants and other such persons and entities fees to defray the cost and expenses incurred in providing such services; and

**WHEREAS**, the Town Planner recommends that the Town Council amend the schedule of fees for such services as more specifically set forth on Exhibit "A" attached hereto; and

**WHEREAS**, it is in the best interest of the citizens and residents of the Town for the Town Council to adopt the schedule of fees attached hereto as Exhibit "A".

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

### **SECTION 1.**

That the Schedule of Fees attached hereto as Exhibit "A" is hereby adopted as the fee schedule for the identified services. A current schedule of fees shall be on file with the Town Clerk's office.

### **SECTION 2.**

No action, including processing or review, shall be taken by any Town staff members, on any petition, appeal, or application, until all applicable fees and expenses including those provided for in this Resolution and Schedule of Fees attached hereto as Exhibit "A" have been paid in full. This shall not apply to such petitions, appeals, or applications generated by the Town of Lake Hamilton.

### **SECTION 3. CONFLICTS.**

All Resolutions, including but not limited to Resolution R-2023-05, are hereby repealed to the extent necessary to give this Resolution full force and effect.

### **SECTION 4. SEVERABILITY.**

If any part, sentence, paragraph, subsection, or clause of this Resolution is adjudged unconstitutional or invalid it is hereby provided that the remainder of this Resolution shall not be affected thereby.

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon passage.

**INTRODUCED AND PASSED** at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 1<sup>st</sup> day of August 2023.

**TOWN OF LAKE HAMILTON, FLORIDA**

---

Michael Kehoe, Mayor

**ATTEST:**

---

Brittney Sandoval Soto, Town Clerk

**APPROVED AS TO FORM:**

---

Heather R. Maxwell, Town Attorney

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
<b>Roberson</b>		
<b>Tomlinson</b>		
<b>Slavens</b>		
<b>Wagner</b>		
<b>Kehoe</b>		



## EXHIBIT "A"

# TOWN OF LAKE HAMILTON

100 Smith Ave – Lake Hamilton, FL 33851  
Telephone (863) 439 -1910 Fax (863) 439-1421

## Development Review Fees

All Comprehensive Plan (Future Land Use Map and Text) as referenced in Section 16-639 of this Code and all Land Development Regulations as referenced in Section 16-639 of this Code, applications (zoning, development review, variance, waiver, etc.) and other similar type applications, inquiries, or requests are subject to the Development Review Fee Schedule as follows:

### Administrative Services

Pre-Application	No Charge
Use/Zoning Verification Letter	\$50.00
Rights Determination	\$250.00
Minor Field Adjustments	\$150.00
Set back adjustments (Residential, no more than 10%)	\$100.00
Extraordinary Expenses (See Subsection 33-5, Extraordinary Expenses)	\$100.00 (Per Hour)
Waivers	\$150.00 plus advertising
Appeals	\$250.00 plus advertising

### Vegetation Removal Permit

Pre-construction (All new development)	\$500.00
Existing Commercial, Retail, Office, Mixed-Use, Multi-Family, Warehouse or Industrial Developments	\$250.00
Existing Single-family lots	\$50.00

### Development Agreements

\$500.00, plus advertising costs

### Right-of-way Vacations (Street/Alley)

\$250.00 Plus advertising costs

### Variances

\$250.00 plus advertising

### Impact Statements

\$500.00

### Zoning

Zoning Map Amendments	\$250.00 plus advertising costs
ZMA with Impact Statement	\$750.00 plus advertising costs
Acreage adjustment	\$5.00 per acre
Maximum Fee	\$2,500 excluding advertising and third-party consulting costs

**Planned Unit Development (PUD)**

Base Filing Fee	\$500.00 plus advertising costs
With Impact Statement	\$1,000.00 plus advertising costs
Residential acreage adjustment	\$5.00 per acre
Residential lot / unit adjustment	\$5.00 per lot / unit
Non-Residential acreage adjustment	\$10.00 (per acre)
Non-Residential proposed building/structure sq. ft. adjustment	\$10.00 (per each 1,000 sq. ft.) Maximum Fee
	\$5,000.00
Excluding advertising and third-party consulting costs residential acreage adjustment	
PUD Modification Minor	\$250.00
PUD Modification Major	\$500.00 plus advertising costs
PUD Time Extension	\$300.00 plus advertising costs

**Conditional Use Permit (CUP)**

Base Filing Fee	\$500.00 plus advertising costs
With Impact Statement	\$1,000.00 plus advertising costs
Residential acreage adjustment	\$5.00 (per acre)
Residential lot/unit adjustment	\$5.00 (per lot/unit)
Non-Residential acreage adjustment	\$10.00 (per acre)
Non-Residential proposed building/structure sq. ft. Adjustment	\$10.00 (per acre 1,000 sq.ft.)
Maximum Fee (excluding advertising and third-party consulting costs)	\$5,000.00

**Comprehensive Plan Amendments**

Text Amendments	\$500.00 plus advertising costs
Small-Scale Map Amendments (Less than 10 acres)	\$750.00 plus advertising costs
Large-Scale Map Amendments (10 acres or more)	\$1,500.00 plus advertising costs

**Land Development Regulations**

Text Amendments	\$500.00 plus advertising costs
-----------------	---------------------------------

**Preliminary Site Plan Approval**

	\$500.00
With Impact Statement	\$1,000.00
Per acreage adjustment	\$100.00 (per acre)
Maximum Fee (excluding advertising and third-party consulting costs)	\$7,500.00
Preliminary Site Plan Approval Modification Minor	\$250.00
Preliminary Site Plan Approval Modification Major	\$750.00

**Subdivisions**

Minor subdivisions (Small-Scale Residential - Four lots or less)	\$500.00
Minor Subdivision (Final Plat)	\$500.00
	Plus advertising costs and recording fees

**Subdivisions (Non -Minor)**

Concept Plan	\$500.00
Preliminary Plat Review	\$500.00 plus advertising costs
Residential fee	\$5.00 per acre
Residential	\$5.00 per lot / unit
Non-Residential	\$10.00 per acre
Subdivision Engineering/Construction Plan review	\$1,000.00
With Impact Statement	\$1,500.00
(not required if previously approved with a valid PUD, CUP, ZMA or PSPA)	
Residential	\$10.00 per acre fee
Residential	\$10.00 per lot/unit
Non-Residential	\$100.00 per acre
Maximum Fee (excluding third party consulting costs)	\$7,500.00
Final Plat	\$1,000.00, plus advertising costs and recording fees
Residential per acre fee	\$5.00
Residential per lot/unit	\$5.00
Non-Residential	\$10.00 per acre

**Engineering / Construction Plan Review (Non - Subdivision)**

Concept Site Plan Review (Prior to Engineering/Construction Plan Submittal)	\$500.00
Engineering/Construction Plan Review	\$1,000.00
With Impact Statement	\$1,500.00
(not required if previously approved with a valid PUD, CUP, ZMA or PSPA)	
Per acre fee	\$100.00
Building Area Fee (per 1,000 sq. ft.)	\$10.00
Maximum Fee (excluding third-party consulting costs)	\$7,500.00

**Sand Mining**

Mining Operating Permit	\$500.00 plus advertising cost
Annual Progress Report	\$150.00 plus advertising costs

**Development of Regional Impact (DRI)**

Base Filing Fee	\$2,500.00 plus advertising and third-party consulting costs
Residential	\$10.00 per acre adjustment
Residential	\$5.00 per lot/unit adjustment
Non-Residential	\$15.00 per acre adjustment
(NOPC)	\$500.00 plus advertising costs
Substantial Deviation	\$500.00 plus advertising costs

The applicant, property owner, contractor or authorized agent for any development review application shall be responsible to pay the actual costs for any third consultant costs / fees, if required.

The applicant, property owner, or authorized agent for any development review or appeal that requires a public hearing and published advertising shall be responsible to pay the actual costs of the advertising.



## Memorandum

To: Town Council

From: Town Clerk, Brittney Sandoval, CMC

Date: July 26, 2023

Subject: Monthly Update.

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- Thank you to everyone who attended the ethics training. I have received your certificates and have placed those on the dais for you.
- Councilmember Wagner and I will be attending the orientation meeting for the Northeast Chamber of Commerce on the 31<sup>st</sup>.
- The Chamber luncheon for August 17<sup>th</sup> is upon us and if you would like to attend, please let me know by August 11<sup>th</sup> so that I can RSVP you. The luncheon begins at 11:30 am at the Lake Eva Event Center.
- The Pig Roast on August 4<sup>th</sup> hosted by the Chamber is this Friday. Make sure to mark your calendars if you have RSVP'd for the event.
- I will be on vacation starting on August 2<sup>nd</sup> and I will be returning to the office on Monday, August 14<sup>th</sup>.

Other business as usual.

## Code Enforcement Report

**JULY 2023**

TYPE	COUNT	YTD COUNT
New Cases	20	108
Inspections	80	312
Cases Closed	18	77
Magistrate Cases	0	36
Lien Searches -	4	46
Signs Removed	62	

Lien Search Revenue-YTD	\$1385
Lien Search Releases Revenue-YTD	\$0
Admin Fee Revenue-YTD	\$0
Utility Fee Revenue- YTD	\$0
Total Revenue-YTD	\$1385

\*\* Next Special Magistrate is August 16, 2023





Memorandum

To: Town Council

From: Community Development Department, Chris Kirby

Date: August 1st, 2023

Subject: Monthly Update

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1. **Scenic Terrace South – Phase 2** House construction has started. 44 building permits have been issued.
2. **Scenic Terrace South – Phase 1** Addresses approved. 45 building permits have been issued.
3. **Scenic Terrace South – Phase 3** Plat approval and addressing are pending.
4. **Feltrim Lakes** – Final construction plans are approved.
5. **Hamilton Bluff Phase 1 & 2** – Final construction plans have been approved.
6. **FRDAP** – Construction at Gunter Park and Detour Road Ballfield is complete. All close-out documentation has been delivered. Awaiting Town fund reimbursement.
7. **Water Use Permit Renewal** – SWFMD comments have been finalized.
8. **319 Grant Septic to Sewer Project** – Project completion and close out documentation scheduled for Sept. 15<sup>th</sup>.



## Memorandum

To: Town Council

From: Public Works Director

Date: 7/20/2023

Subject: Monthly Update for activities and work performed in July 2023

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**Sanitation:** Normal Operations continue.

**Parks:** Routine mowing and cleaning of bathrooms continue.

**Streets:** Roads were paved around Town Hall.

**Water:** The Water plant has been operating well.

**Sewer:** Normal Operations for the current collection system. Installation of septic to sewer continues with the gravity collection lines installation continuing. Scenic Terrace Phase 1 has been approved for water and wastewater service to the Town of Lake Hamilton.

**MISC:** Wastewater treatment plant is approaching 75 percent completion.

Sincerely,

Patrick Henry

Public Works Director